

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

(Rule 14d-100)

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

GLOBAL EAGLE ENTERTAINMENT INC.

(Name of Subject Company (Issuer) and Name of Filing Person (Issuer))

Warrants exercisable for Common Stock at an exercise price of \$11.50 per share
(Title of Class of Securities)

37951D 102

(CUSIP Number of Common Stock Underlying Warrants)

David M. Davis

Chief Executive Officer and Director

Global Eagle Entertainment Inc.

4553 Glencoe Avenue

Los Angeles, California 90292

310-437-6000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

with a copy to:

Joel L. Rubinstein, Esq.

McDermott Will & Emery LLP

340 Madison Avenue

New York, New York 10173

Tel: (212) 547-5400

CALCULATION OF FILING FEE

Transaction valuation*	Amount of filing fee
\$ 54,000,000	\$ 6,955.20

* Estimated for purposes of calculating the amount of the filing fee only. Global Eagle Entertainment Inc. (the "*Company*") is offering holders of up to 15,000,000 of the Company's \$11.50 warrants (the "*Warrants*") the opportunity to exchange such Warrants for shares of the Company's common stock, par value \$0.0001 per share (the "*Shares*") by tendering one Warrant in exchange for 0.333 Shares. The amount of the filing fee assumes that all 15,000,000 Warrants will be exchanged and is calculated pursuant to Rule 0-11(b) of the Securities Exchange Act of 1934, as amended, which equals \$128.80 for each \$1,000,000 of the value of the transaction. The transaction value was determined by using the average of the high and low prices of the Warrants as reported on the OTC Markets on August 12, 2014, which was \$10.76.

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: N/A

Filing Party: N/A

Form or Registration No.: N/A

Date Filed: N/A

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☐ third-party tender offer subject to Rule 14d-1.
- ☒ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

SCHEDULE TO

This Tender Offer Statement on Schedule TO (this “**Schedule TO**”) is filed by Global Eagle Entertainment Inc., a Delaware corporation (“**Global Eagle**” or the “**Company**”). This Schedule TO relates to the offer by the Company to all holders of the Company’s outstanding warrants exercisable for shares of the Company’s common stock, par value \$0.0001 per share (the “**Shares**”), that were originally issued in the Company’s initial public offering and in a private placement to the Company’s founders in connection with the Company’s initial public offering and which have an exercise price of \$11.50 per share (the “**Warrants**”), to receive 0.3333 Shares in exchange for every Warrant tendered by the holders thereof (approximately one Share for every three Warrants tendered), up to a maximum of 15,000,000 Warrants, subject to proration, as described herein. The offer is subject to the terms and conditions set forth in the Offer to Exchange Letter, dated August 13, 2014 (the “**Offer Letter**”), a copy of which is filed herewith as Exhibit (a)(1)(A), and in the related Letter of Transmittal, a copy of which is filed herewith as Exhibit (a)(1)(B) (which, together with any amendments or supplements thereto, collectively constitute the “**Offer**”).

This Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4 under the Securities Exchange Act of 1934, as amended. The information in the Offer Letter and the related Letter of Transmittal is incorporated by reference as set forth below.

Item 1. Summary Term Sheet.

The information set forth in the section of the Offer Letter titled “Summary” is incorporated herein by reference.

Item 2. Subject Company Information.

(a) Name and Address. The name of the subject company and the filing person is Global Eagle Entertainment Inc., a Delaware corporation. The address of the Company’s principal executive offices is 4553 Glencoe Avenue, Los Angeles, California 90292. The Company’s telephone number is 310-437-6000.

(b) Securities. The subject class of securities consists of Global Eagle’s outstanding Warrants. There are 22,831,263 Warrants outstanding. The Warrants are exercisable for an aggregate of 22,831,263 Shares. The actual number of Shares that will be issued will depend on the number of Warrants tendered and accepted for exchange and cancelled. If the maximum number of Warrants is tendered, an aggregate of approximately 5,000,000 Shares will be issued in connection with the Offer.

(c) Trading Market and Price. The information set forth in the Offer Letter under “The Offer, Section 6. Price Range of Shares and Warrants” is incorporated herein by reference.

Item 3. Identity and Background of Filing Person.

(a) Name and Address. The Company is the subject company and the filing person. The business address and telephone number of the Company are set forth under Item 2(a) above.

The names of the executive officers and directors of the Company who are persons specified in Instruction C to Schedule TO are set forth below. The business address for each such person is c/o Global Eagle Entertainment Inc., 4553 Glencoe Avenue, Los Angeles, California 90292 and the telephone number for each such person is 310-437-6000.

Name	Position
David M. Davis	Chief Executive Officer and Director
Michael Zemetra	Acting Chief Financial Officer*
Edward L. Shapiro	Chairman of the Board of Directors
Louis Bélanger-Martin	Director
Jeffrey E. Epstein	Director
Jeffrey A. Leddy	Director
Robert W. Reding	Director
Jeff Sagansky	Director
Harry E. Sloan	Director

* Effective as of August 15, 2014.

Item 4. Terms of the Transaction.

(a) Material Terms. The information set forth in the Offer Letter under “The Offer, Sections 1 through 13” is incorporated herein by reference. There will be no material differences in the rights of security holders as a result of this transaction.

(b) Purchases. Other than Warrants held by Harry E. Sloan and Jeff Sagansky, each a director of the Company, to the Company’s knowledge, no officer or director of the Company holds Warrants. See Item 8(a) herein for more information. The information set forth in the Offer Letter under “The Offer, Section 5.D., Background and Purpose of the Offer—Interests of Directors and Officers and the Company” is incorporated herein by reference.

Item 5. Past Contracts, Transactions, Negotiations and Arrangements.

(a) Agreements Involving the Subject Company’s Securities. The information set forth in the Offer Letter under “The Offer, Section 8. Transactions and Agreements Concerning the Company’s Securities” is incorporated herein by reference.

Item 6. Purposes of the Transaction and Plans or Proposals.

(a) Purposes. The information set forth in the Offer Letter under “The Offer, Section 5.C. Purpose of the Offer” is incorporated herein by reference.

(b) Use of Securities Acquired. The securities will be retired and cancelled.

(c) Plans. No plans or proposals described in this Schedule TO or in any materials sent to the holders of the Warrants in connection with the Offer relate to or would result in the conditions or transactions described in Regulation M-A, Items 1006(c)(1)-(10). The exchange of each Warrant pursuant to the Offer will result in the acquisition by the exchanging holder of 0.3333 shares of the Company’s common stock.

Item 7. Source and Amount of Funds or Other Consideration.

(a) Sources of Funds. No funds will be used by the Company in connection with the Offer, other than funds used to pay the expenses of the Offer.

(b) Conditions. Not applicable.

(d) Borrowed funds. Not applicable.

Item 8. Interest in Securities of the Subject Company.

(a) Securities ownership. The information set forth in the Offer Letter under “The Offer, Section 5.D. Interests of Directors and Officers and the Company” is incorporated herein by reference.

(b) Securities transactions. The information set forth in the Offer Letter under “The Offer, Section 5.D. Interests of Directors and Officers and the Company” is incorporated herein by reference. To the Company’s knowledge, after reasonable inquiry, none of its officers or directors engaged in any transactions in the Warrants required to be disclosed in this Item 8(b).

Item 9. Person/Assets, Retained, Employed, Compensated or Used.

(a) Solicitations or Recommendations. The information set forth under Section 13 “The Financial Advisor,

Information Agent and Depositary” and Section 14 “Fees and Expenses” in the Offer to Letter is incorporated herein by reference. No persons have been directly or indirectly employed, retained or otherwise compensated to make solicitations or recommendations in connection with the offer, other than certain employees of the Company, none of whom will receive any special or additional compensation in connection with the offer beyond their normal compensation. See the information set forth on pages ii-iii of the Offer Letter.

Item 10. Financial Statements.

(a) Financial Information. Incorporated herein by reference are (i) the Company’s financial statements that were filed with its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, filed with the Securities and Exchange Commission (the “**SEC**”) on March 25, 2014 and amended on March 26, 2014 (the “**Form 10-K**”), and (ii) the Company’s financial results for the period ended June 30, 2014, that were included in the Company’s Quarterly Report on Form 10-Q filed with the SEC on August 11, 2014 (the “**Form 10-Q**”). The Form 10-K and the Form 10-Q are available for review on the SEC’s website at www.sec.gov and on the Company’s website at <http://www.globaleagleent.com/>. In addition, the information set forth in the Offer Letter under “The Offer, Section 9. Financial Information Regarding the Company” is incorporated herein by reference.

(b) Pro Forma Information. Not applicable.

Item 11. Additional Information.

The information set forth in the Offer Letter and the related Letter of Transmittal, copies of which are filed as Exhibits (a)(1)(A) and (a)(1)(B) hereto, respectively, is incorporated herein by reference.

Item 12. Exhibits.

The Exhibit Index included following the Signature page is incorporated by reference herein.

Item 13. Information Required by Schedule 13e-3.

Not applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ David M. Davis

Name: **David M. Davis**

Title: **Chief Executive Officer and Director**

Date: August 13, 2014

INDEX TO EXHIBITS

Exhibit Number	Description
(a)(1)(A)	Offer to Exchange Letter dated August 13, 2014.
(a)(1)(B)	Letter of Transmittal (including Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9).
(a)(1)(C)	Form of Notice of Guaranteed Delivery.
(a)(1)(D)	Form of letter to brokers, dealers, commercial banks, trust companies and other nominees to their clients.
(a)(1)(E)	Form of letter to be used by brokers, dealers, commercial banks, trust companies and other nominees for their clients.
(a)(5)(A)	The Company's Annual Report on Form 10-K filed with the SEC on March 25, 2014 and amended on March 26, 2014, incorporated herein by reference.
(a)(5)(B)	The Company's Quarterly Report on Form 10-Q filed with the SEC on August 11, 2014, incorporated herein by reference.
(a)(5)(C)	Press release.
(b)	Not applicable.
(d)(1)	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.2 to Amendment No. 4 to the Company's Registration Statement on Form S-1 (File No. 333-172267), filed with the SEC on May 11, 2011).
(d)(2)	Form of Warrant Agreement by and between the Company and American Stock Transfer & Trust Company, LLC (incorporated by reference to Exhibit 4.4 to Amendment No. 2 to the Company's Registration Statement on Form S-1 (File No. 333-172267), filed with the SEC on April 6, 2011).
(d)(3)	Specimen Warrant Certificate (incorporated by reference to Exhibit 4.3 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (File No. 333-172267), and included as an exhibit in the Warrant Agreement, filed with the Securities and Exchange Commission on March 21, 2011).
(d)(4)	Amended and Restated Registration Rights Agreement among the Company and certain holders party thereto, dated January 31, 2013 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on February 6, 2013).
(d)(5)	Amendment No. 1 to the Amended and Restated Registration Rights Agreement among the Company and certain holders party thereto, dated October 21, 2013 (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on October 21, 2013).
(d)(6)	Waiver dated March 29, 2013 by Global Eagle Acquisition LLC (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-35176) filed with the SEC on March 29, 2013).
(d)(7)	Separation Agreement and General Release, dated July 9, 2014, by and between Global Eagle Entertainment Inc. and John LaValle (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-35176) filed with the SEC on July 15, 2014).
(d)(8)	Voting Rights Waiver Agreement between the Company and Putnam Investment Management, LLC, dated October 21, 2013 (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on October 21, 2013).
(d)(9)	Tender Support Agreement, dated August 13, 2014, between the Company and Harry E. Sloan.
(d)(10)	Tender Support Agreement, dated August 13, 2014, between the Company and Jeff Sagansky.
(g)	Not applicable.
(h)	Not applicable.

OFFER TO EXCHANGE
SHARES OF COMMON STOCK FOR
UP TO 15,000,000 OUTSTANDING WARRANTS
OF
GLOBAL EAGLE ENTERTAINMENT INC.

<p style="text-align: center;">THE OFFER PERIOD AND YOUR RIGHT TO WITHDRAW WARRANTS THAT YOU TENDER WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON SEPTEMBER 11, 2014, UNLESS THE OFFER PERIOD IS EXTENDED. THE COMPANY MAY EXTEND THE OFFER PERIOD AT ANY TIME.</p>

Global Eagle Entertainment Inc., a Delaware corporation (the “*Company*” or “*Global Eagle*”), is making an offer, upon the terms and conditions in this Offer to Exchange Letter (“*Offer Letter*”) and the related Letter of Transmittal (which together constitute the “*Offer*”), to all holders of the Company’s issued and outstanding warrants exercisable for shares of the Company’s common stock, par value \$0.0001 per share (the “*Shares*”), at an exercise price of \$11.50 per Share (the “*Warrants*”) to exchange during the Offer Period 0.3333 Shares for every Warrant tendered, up to a maximum of 15,000,000 Warrants. The “*Offer Period*” is the period commencing on August 13, 2014 and ending at 9:00 a.m., Eastern Time, on September 11, 2014, or such later date to which the Company may extend the Offer (the “*Expiration Date*”).

Our Shares are listed on The NASDAQ Capital Market (“NASDAQ”) under the symbol ENT. Our Warrants are quoted on the OTC Markets under the symbol ENTWW. On August 12, 2014, the last reported sale prices for the Shares and the Warrants were \$10.76 and \$3.60, respectively. **Warrant holders should obtain current market quotations for the Shares and Warrants before deciding whether to tender their Warrants pursuant to the Offer.**

Warrants eligible to be tendered pursuant to the Offer (subject to proration as described below) include 15,791,262 Warrants issued in our initial public offering in May 2011 (the “*IPO*”) and 7,040,001 Warrants issued in a private placement to our founders in connection with our IPO. No other warrants (including those warrants we assumed upon completion of our business combination transaction on January 31, 2013) are eligible to be tendered.

The Offer is to permit holders of Warrants to tender up to 15,000,000 Warrants at an exchange ratio of 0.3333 Shares for each Warrant tendered (approximately one Share for every three Warrants tendered), subject to proration, as described herein. A holder may tender as few or as many Warrants as the holder elects. No fractional Shares will be issued. Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. Holders are also entitled to exercise their Warrants during the Offer Period in accordance with the terms of the Warrant.

The Offer is not conditioned on any minimum number of Warrants tendered.

You may tender some or all of your Warrants on these terms. Because of the proration provisions described in this Offer Letter, we may exchange less than all of the Warrants tendered by a Warrant holder if more than an aggregate of 15,000,000 Warrants are properly tendered and not properly withdrawn. See Section 1 “General Terms.”

If you elect to tender Warrants in response to the Offer, please follow the instructions in this Offer Letter and the related documents, including the Letter of Transmittal. If you wish to exercise your Warrants in accordance with their terms, please follow the instructions for exercise included in the Warrants.

If you tender Warrants, you may withdraw your tendered Warrants before the Expiration Date and retain them on their terms by following the instructions herein.

Investing in the Shares involves a high degree of risk. See Section 12 of this Offer Letter for a discussion of information that you should consider before tendering Warrants in the Offer.

The Offer will commence on August 13, 2014 (the date the materials relating to the Offer are first sent to the Warrant holders) and end on the Expiration Date.

All of the currently outstanding Warrants are subject to the Offer. Two of our directors hold an aggregate of 7,040,001 Warrants and have agreed to tender all of their Warrants.

A detailed discussion of the Offer is contained in this Offer Letter. Holders of Warrants are strongly encouraged to read this entire package of materials, and the publicly-filed information about the Company referenced herein, before making a decision regarding the Offer.

THE COMPANY'S BOARD OF DIRECTORS (EXCLUDING THOSE DIRECTORS WHO OWN WARRANTS) HAS APPROVED THE OFFER. HOWEVER, NONE OF THE COMPANY, ITS DIRECTORS, OFFICERS OR EMPLOYEES, NOR PIPER JAFFRAY & CO., THE FINANCIAL ADVISOR FOR THE OFFER (THE "**FINANCIAL ADVISOR**"), AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, THE DEPOSITARY FOR THE OFFER ("**AST**" OR THE "**DEPOSITARY**"), OR MORROW & CO., LLC, THE INFORMATION AGENT FOR THE OFFER ("**MORROW**" OR THE "**INFORMATION AGENT**"), MAKES ANY RECOMMENDATION WHETHER YOU SHOULD TENDER WARRANTS. EACH HOLDER OF A WARRANT MUST MAKE HIS, HER OR ITS OWN DECISION WHETHER TO TENDER SOME OR ALL OF HIS, HER OR ITS WARRANTS.

Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of the Offer or passed upon the merits or fairness of the Offer or the accuracy or adequacy of the disclosure in this Offer Letter or the Letter of Transmittal. Any representation to the contrary is a criminal offense.

August 13, 2014

IMPORTANT PROCEDURES

If you want to tender some or all of your Warrants, you must do one of the following before the Expiration Date:

- if your Warrants are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and have the nominee tender your Warrants for you, which typically can be done electronically;
- if you hold Warrant certificates in your own name, complete and sign the Letter of Transmittal according to its instructions, and deliver the Letter of Transmittal, together with any required signature guarantee, the certificates for your Warrants and any other documents required by the Letter of Transmittal, to AST; or
- if you are an institution participating in The Depository Trust Company (“**DTC**”), called the “book-entry transfer facility” in this Offer Letter, tender your Warrants according to the procedure for book-entry transfer described in Section 2.

If you want to tender your Warrants, but:

- your certificates for the Warrants are not immediately available or cannot be delivered to the Depository; or
- you cannot comply with the procedure for book-entry transfer; or
- your other required documents cannot be delivered to the Depository before the expiration of the Offer,

then you can still tender your Warrants if you comply with the guaranteed delivery procedure described in Section 2.

TO TENDER YOUR WARRANTS, YOU MUST CAREFULLY FOLLOW THE PROCEDURES DESCRIBED IN THIS OFFER LETTER, THE LETTER OF TRANSMITTAL AND THE OTHER DOCUMENTS DISCUSSED HEREIN RELATED TO THE OFFER.

NO FRACTIONAL SHARES WILL BE ISSUED. WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

WARRANTS NOT EXCHANGED FOR SHARES WILL EXPIRE IN ACCORDANCE WITH THEIR TERMS ON JANUARY 31, 2018 AND OTHERWISE REMAIN SUBJECT TO THEIR ORIGINAL TERMS.

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We are not making the Offer to, and will not accept any tendered Warrants from, Warrant holders in any jurisdiction where it would be illegal to do so. However, we may, at our discretion, take any actions necessary for us to make the Offer to Warrant holders in any such jurisdiction.

You should rely only on the information contained in this Offer Letter and in the Letter of Transmittal or to which we have referred you. We have not authorized anyone to provide you with information or to make any representation in connection with the Offer other than those contained in this Offer Letter or in the Letter of Transmittal. If anyone makes any recommendation or gives any information or representation regarding the Offer, you should not rely upon that recommendation, information or representation as having been authorized by us, our board of directors, the Depositary or the Information Agent for the Offer. You should not assume that the information provided in the Offer is accurate as of any date other than the date as of which it is shown, or if no date is otherwise indicated, the date of this Offer Letter.

We are relying on Section 3(a)(9) of the Securities Act of 1933, as amended (the "*Securities Act*"), to exempt the Offer from the registration requirements of the Securities Act. We are also relying on Section 18(b)(4)(C) of the Securities Act to exempt the Offer from the registration and qualification requirements of state securities laws. We have no contract, arrangement or understanding relating to the payment of, and will not, directly or indirectly, pay, any commission or other remuneration to any broker, dealer, salesperson, agent or any other person for soliciting tenders in the Offer. In addition, none of the Financial Advisor, the Depositary or the Information Agent, or any broker, dealer, salesperson, agent or any other person is engaged or authorized to express any statement, opinion, recommendation or judgment with respect to the relative merits and risks of the Offer. Our officers, directors and regular employees may solicit tenders from holders of the Warrants and will answer inquiries concerning the terms of the Offer, but they will not receive additional compensation for soliciting tenders or answering any such inquiries.

SUMMARY

Unless otherwise stated in this Offer Letter, references to “we,” “our,” “us,” or the “Company” refer to Global Eagle Entertainment Inc. An investment in our Shares involves risks. You should carefully consider the information provided under the heading “Forward-Looking Statements; Risk Factors” beginning on page 17.

The Company	Global Eagle Entertainment Inc., a Delaware corporation. Our principal executive offices are located at 4553 Glencoe Avenue, Los Angeles, California 90292. Our telephone number is (310) 437-6000.
The Warrants	As of August 13, 2014, the Company had 22,831,263 Warrants outstanding. Each Warrant is exercisable for one Share at an exercise price of \$11.50. By their terms, the Warrants will expire on January 31, 2018, unless sooner exercised or redeemed by the Company in accordance with the terms of the Warrants. Warrants eligible to be tendered pursuant to the Offer (subject to proration as described below) include 15,791,262 Warrants issued in our IPO and 7,040,001 Warrants issued in a private placement to our founders in connection with our IPO. No other warrants (including those warrants we assumed upon completion of our business combination transaction on January 31, 2013) are eligible to be tendered.
The Shares	As of August 13, 2014, the Company had 71,992,433 Shares outstanding. The Shares issuable upon exercise of the 15,000,000 Warrants eligible to be tendered pursuant to the Offer represent approximately 20.8% of our outstanding Shares as of August 13, 2013.
Market Price of the Shares and the Warrants	Our Shares are listed on NASDAQ under the symbol ENT. The Warrants are quoted on the OTC Markets under the symbol ENTWW. On August 12, 2014, the last reported sale prices for the Shares and the Warrants were \$10.76 and \$3.60, respectively.
The Offer	The Offer is to permit holders of Warrants to tender up to 15,000,000 Warrants at an exchange ratio of 0.3333 Shares for each Warrant tendered (approximately one Share for every three Warrants tendered), subject to proration, as described herein. A holder may tender as few or as many Warrants as the holder elects. Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. Holders may also exercise their Warrants during the Offer Period in accordance with the terms of the Warrant. See Section 1, “General Terms.”
Proration	If more than 15,000,000 Warrants are properly tendered and not withdrawn prior to the Expiration Date, and we do not extend the Offer and increase the number of Warrants that may be tendered, then we will exchange Warrants from tendering Warrant holders, in accordance with the terms and conditions specified in the Offer, on a pro rata basis (disregarding fractions), in accordance with the number of Warrants duly tendered by or on behalf of each Warrant holder (and not so withdrawn). This Offer will not have any special proration provision for odd-lot tenders, which means that all odd-lot tenders (including Warrant holders who own fewer than 100 Warrants) are subject to proration. The proration period will expire on the Expiration Date.
Reasons for the Offer	The Offer is being made to all holders of Warrants. The purpose of the Offer is to reduce the number of Shares that would become outstanding upon the exercise of Warrants. See Section 5.C., “Background and Purpose of the Offer—Purpose of the Offer.”

Expiration Date of Offer	9:00 a.m., Eastern Time, on September 11, 2014, or such later date to which we may extend the Offer. All Warrants and related paperwork must be received by the Depositary by this time, as instructed herein. See Section 10, “Conditions; Termination; Waivers; Extensions; Amendments;.”
Withdrawal Rights	If you tender your Warrants and change your mind, you may withdraw your tendered Warrants at any time until the Expiration Date, as described in greater detail in Section 3 herein. See Section 3, “Withdrawal Rights.”
Participation by Officers and Directors	Our directors and officers will be eligible to participate in the Offer. Two of our directors, Harry E. Sloan and Jeff Sagansky, hold an aggregate of 7,040,001 Warrants and have agreed to tender all of their Warrants. See Section 5.D., “Background and Purpose of the Offer—Interests of Directors and Officers.”
Conditions of the Offer	<p>The conditions of the Offer are:</p> <ul style="list-style-type: none"> i. there shall not have been instituted, threatened in writing or be pending any action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer, that is, or is reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer; ii. no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects; iii. in our reasonable judgment, there shall not have occurred or be reasonably likely to occur, any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs; iv. there shall not have occurred: <ul style="list-style-type: none"> a. any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets; b. any material adverse change in the price of the Shares in U.S. securities or financial markets; c. a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States;

- d. any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions; or
- e. a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.

The foregoing conditions are solely for our benefit, and we may assert one or more of the conditions regardless of the circumstances giving rise to any such conditions. We may also, in our sole and absolute discretion, waive these conditions in whole or in part, subject to the potential requirement to disseminate additional information and extend the Offer, as described in Section 10, “Conditions; Termination; Waivers; Extensions; Amendments.” The determination by us as to whether any condition has been satisfied shall be conclusive and binding on all parties. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed a continuing right which may be asserted at any time and from time to time prior to the Expiration Date.

We may terminate the Offer if any of the conditions of the Offer are not satisfied prior to the Expiration Date. See Section 10, “Conditions; Termination; Waivers; Extensions; Amendments.”

Fractional Shares

No fractional Shares will be issued. Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. See Section 1.B., “General Terms—Partial Tender Permitted.”

Board of Directors’ Recommendation

Our board of directors (excluding those directors who own Warrants) has approved the Offer. However, none of the Company, its directors, officers or employees, nor the Financial Advisor, the Depositary or the Information Agent, makes any recommendation as to whether to tender Warrants. You must make your own decision as to whether to tender some or all of your Warrants. See Section 1D., “General Terms—Board Approval of the Offer; No Recommendation; Holder’s Own Decision.”

How to Tender Warrants

To tender your Warrants, you must complete the actions described herein under Section 2 before the Offer expires.

Questions or Assistance

Please direct questions or requests for assistance, or for additional copies of this Offer Letter, Letter of Transmittal or other materials to the Information Agent or the Financial Advisor. The contact information for the Information Agent and the Financial Advisor is located on the back cover of this Offer Letter.

THE OFFER

Risks of Participating In the Offer

Participation in the Offer involves a number of risks, including, but not limited to, the risks identified in Section 12 below. Holders should carefully consider these risks and are urged to speak with their personal financial, investment and/or tax advisors as necessary before deciding whether to participate in the Offer. In addition, we strongly encourage you to read this Offer Letter in its entirety and review the documents referred to in Sections 8, 9, 12 and 15.

1. GENERAL TERMS

The Offer is to permit holders of Warrants to tender up to 15,000,000 Warrants at an exchange ratio of 0.3333 Shares for each Warrant tendered (approximately one Share for every three Warrants tendered), subject to proration, as described herein. A holder may tender as few or as many Warrants as the holder elects. No fractional Shares will be issued. Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. Holders may also exercise their Warrants during the Offer Period in accordance with the terms of the Warrant.

You may tender some or all of your Warrants on these terms. Because of the proration provisions described in this Offer Letter, we may exchange less than all of the Warrants tendered by a Warrant holder if more than an aggregate of 15,000,000 Warrants are properly tendered and not properly withdrawn.

If you elect to tender Warrants in response to the Offer, please follow the instructions in this Offer Letter and the related documents, including the Letter of Transmittal.

If you tender Warrants, you may withdraw your tendered Warrants before the Expiration Date and retain them on their terms by following the instructions herein.

The Shares to be exchanged for the Warrants have not been registered with the SEC. As described elsewhere in this Offer Letter, the issuance of the Shares upon exchange of the Warrants is exempt from the registration requirements of the Securities Act pursuant to Section 3(a)(9) thereof. Under current interpretations of the staff of the Division of Corporation Finance of the SEC, securities that are obtained in a Section 3(a)(9) exchange generally assume the same character (*i.e.*, restricted or unrestricted) as the securities that have been surrendered. We are also relying on Section 18(b)(4)(C) of the Securities Act to exempt the Shares from the registration and qualification requirements of the state securities laws. The Shares that you receive in the Offer will be freely tradable, except by persons who are considered to be our affiliates, as that term is defined in the Securities Act.

A. Period of Offer

The Offer will only be open for a period beginning on August 13, 2014 and ending on the Expiration Date. We expressly reserve the right, in our sole discretion, at any time or from time to time, prior to the Expiration Date, to extend the period of time during which the Offer is open. There can be no assurance, however, that we will exercise our right to extend the Offer.

B. Partial Tender Permitted

If you choose to participate in the Offer, you may tender less than all of your Warrants pursuant to the terms of the Offer.

HOLDERS MAY ALSO EXERCISE THEIR WARRANTS DURING THE OFFER PERIOD IN ACCORDANCE WITH THE TERMS OF THE WARRANT.

C. Proration

The Offer is to permit holders of Warrants to tender up to 15,000,000 Warrants at an exchange ratio of 0.3333 Shares for each Warrant tendered (approximately one Share for every three Warrants tendered), subject to proration, as described herein. Accordingly, if more than 15,000,000 Warrants are properly tendered and not withdrawn prior to the Expiration Date, and we do not extend the Offer and increase the number of Warrants that may be tendered, then we will exchange Warrants from tendering Warrant holders, in accordance with the terms and conditions specified in the Offer, on a pro rata basis (disregarding fractions), in accordance with the number of Warrants duly tendered by or on behalf of each Warrant holder (and not so withdrawn). This Offer will not have any special proration provision for odd-lot tenders, which means that all odd-lot tenders (including Warrant holders who own fewer than 100 Warrants) are subject to proration. The proration period will expire on the Expiration Date.

D. Board Approval of the Offer; No Recommendation; Holder's Own Decision

THE COMPANY'S BOARD OF DIRECTORS (EXCLUDING THOSE DIRECTORS WHO OWN WARRANTS) HAS APPROVED THE OFFER. HOWEVER, NONE OF THE COMPANY, ITS DIRECTORS, OFFICERS OR EMPLOYEES, NOR THE FINANCIAL ADVISOR, THE DEPOSITARY OR THE INFORMATION AGENT, MAKES ANY RECOMMENDATION AS TO WHETHER TO TENDER WARRANTS. EACH HOLDER OF A WARRANT MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER SOME OR ALL OF HIS, HER OR ITS WARRANTS.

E. Extensions of the Offer

We expressly reserve the right, in our sole discretion, and at any time or from time to time, prior to the Expiration Date, to extend the period of time during which the Offer is open. There can be no assurance, however, that we will exercise our right to extend the Offer. If we extend the Offer, we will give notice of such extension by press release or other public announcement no later than 9:00 a.m., Eastern Time, on the next business day after the previously scheduled expiration date of the Offer.

2. PROCEDURE FOR TENDERING WARRANTS

A. Proper Tender of Warrants

To validly tender Warrants pursuant to the Offer, a properly completed and duly executed Letter of Transmittal or photocopy thereof, together with any required signature guarantees, must be received by the Depositary at its address set forth on the last page of this document prior to the Expiration Date. The method of delivery of all required documents is at the option and risk of the tendering Warrant holders. If delivery is by mail, the Company recommends registered mail with return receipt requested (properly insured). In all cases, sufficient time should be allowed to assure timely delivery.

In the Letter of Transmittal, the tendering Warrant holder must: (i) set forth his, her or its name and address; (ii) set forth the number of Warrants tendered; and (iii) set forth the number of the Warrant certificate(s) representing such Warrants.

Where Warrants are tendered by a registered holder of the Warrants who has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal, all signatures on the Letters of Transmittal must be guaranteed by an "Eligible Institution."

An "Eligible Institution" is a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as that term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*").

If the Warrants are registered in the name of a person other than the signer of the Letter of Transmittal, the Warrants must be endorsed or accompanied by appropriate instruments of assignment, in either case signed exactly as the name(s) of the registered owner(s) appear on the Warrants, with the signature(s) on the Warrants or instruments of assignment guaranteed.

A tender of Warrants pursuant to the procedures described below in this Section 2 will constitute a binding agreement between the tendering holder and the Company upon the terms and subject to the conditions of the Offer.

ALL DELIVERIES IN CONNECTION WITH THE OFFER, INCLUDING A LETTER OF TRANSMITTAL AND WARRANTS, MUST BE MADE TO THE DEPOSITARY OR THE BOOK-ENTRY TRANSFER FACILITY.

NO DELIVERIES SHOULD BE MADE TO THE COMPANY, AND ANY DOCUMENTS DELIVERED TO THE COMPANY WILL NOT BE FORWARDED TO THE DEPOSITARY OR THE BOOK-ENTRY TRANSFER FACILITY AND THEREFORE WILL NOT BE DEEMED TO BE PROPERLY TENDERED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

BOOK-ENTRY DELIVERY. The Depositary will establish an account for the Warrants at DTC for purposes of the Offer, within two business days after the date of this Offer Letter. Any financial institution that is a participant in DTC's system may make book-entry delivery of Warrants by causing DTC to transfer such Warrants into the Depositary's account in accordance with DTC's procedure for such transfer. Even though delivery of Warrants may be effected through book-entry transfer into the Depositary's account at DTC, a properly completed and duly executed Letter of Transmittal (or copy thereof), with any required signature guarantee, or an Agent's Message, and any other required documentation, must in any case be transmitted to and received by the Depositary at its address set forth on the last page of this Offer Letter prior to the Expiration Date, or the guaranteed delivery procedures set forth herein must be followed. Delivery of the Letter of Transmittal (or other required documentation) to DTC does not constitute delivery to the Depositary. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC exchanging the Warrants that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against the participant. The term "Book-Entry Confirmation" means a timely confirmation of a book-entry transfer of Warrants into the Depositary's account at DTC.

WARRANTS HELD IN STREET NAME. If Warrants are held through a direct or indirect DTC participant, such as a broker, dealer, commercial bank, trust company or other financial intermediary, you must instruct that holder to tender your Warrants on your behalf. A letter of instructions is included in these materials, and as an exhibit to the Schedule TO. The letter may be used by you to instruct a custodian to tender and deliver Warrants on your behalf.

Unless the Warrants being tendered are delivered to the Depositary by 9:00 a.m., Eastern Time, on September 11, 2014 (the Expiration Date) accompanied by a properly completed and duly executed Letter of Transmittal or a properly transmitted Agent's Message, the Company may, at its option, treat such tender as invalid. Issuance of Shares upon tender of Warrants will be made only against the valid tender of Warrants.

GUARANTEED DELIVERY. If you want to tender your Warrants pursuant to the Offer, but (i) your Warrants are not immediately available, (ii) the procedure for book-entry transfer cannot be completed on a timely basis, or (iii) time will not permit all required documents to reach the Depositary prior to the Expiration Date, you can still tender your Warrants, if all the following conditions are met:

- (a) the tender is made by or through an Eligible Institution;
- (b) the Depositary receives by hand, mail, overnight courier or fax, prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form the Company has provided with this Offer Letter (with signatures guaranteed by an Eligible Institution); and

(c) the Depository receives, within three NASDAQ trading days after the date of its receipt of the Notice of Guaranteed Delivery:

(1) the certificates for all tendered Warrants, or confirmation of receipt of the Warrants pursuant to the procedure for book-entry transfer as described above, and

(2) a properly completed and duly executed Letter of Transmittal (or copy thereof), or any Agent's Message in the case of a book-entry transfer, and any other documents required by the Letter of Transmittal. In any event, the issuance of Shares for Warrants tendered pursuant to the Offer and accepted pursuant to the Offer will be made only after timely receipt by the Depository of Warrants, properly completed and duly executed Letter(s) of Transmittal and any other required documents.

B. Determination of Validity

All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for exchange of any tenders of Warrants will be determined by the Company, in its sole discretion, and its determination will be final and binding, subject to the judgment of any court that might provide otherwise. The Company reserves the absolute right, subject to the judgment of any court that might provide otherwise, to reject any or all tenders of Warrants that it determines are not in proper form or reject tenders of Warrants that may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the absolute right, subject to the judgment of any court that might provide otherwise, to waive any defect or irregularity in any tender of Warrants. Neither the Company nor any other person will be under any duty to give notice of any defect or irregularity in tenders, nor will any of them incur any liability for failure to give any such notice.

C. Tender Constitutes an Agreement

A tender of Warrants made pursuant to any method of delivery set forth herein will also constitute an acknowledgement by the tendering Warrant holder that: (i) the Offer is discretionary and may be extended, modified, suspended or terminated by us as provided herein; (ii) such Warrant holder is voluntarily participating in the Offer; (iii) the future value of our Warrants is unknown and cannot be predicted with certainty; (iv) such Warrant holder has read this Offer Letter; (v) such Warrant holder has consulted his, her or its tax and financial advisors with regard to how the Offer will impact the tendering Warrant holder's specific situation; (vi) any foreign exchange obligations triggered by such Warrant holder's tender of Warrants or receipt of proceeds are solely his, her or its responsibility; and (vii) regardless of any action that we take with respect to any or all income/capital gains tax, social security or insurance tax, transfer tax or other tax-related items ("**Tax Items**") related to the Offer and the disposition of Warrants, such Warrant holder acknowledges that the ultimate liability for all Tax Items is and remains his, her or its sole responsibility. In that regard, a tender of Warrants authorizes us to withhold all applicable Tax Items potentially payable by a tendering Warrant holder. Our acceptance for payment of Warrants tendered pursuant to the Offer will constitute a binding agreement between the tendering Warrant holder and us upon the terms and subject to certain conditions of the Offer.

D. Signature Guarantees

Except as otherwise provided below, all signatures on a Letter of Transmittal by a person residing in or tendering Warrants in the United States must be guaranteed by an Eligible Institution. Signatures on a Letter of Transmittal need not be guaranteed if (i) the Letter of Transmittal is signed by the registered holder of the Warrant(s) tendered therewith and such holder has not completed the box entitled "Special Delivery Instructions" or "Special Issuance Instructions" in the Letter of Transmittal; or (ii) such Warrant(s) are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

3. WITHDRAWAL RIGHTS

Tenders of Warrants made pursuant to the Offer may be rescinded at any time prior to the Expiration Date. Thereafter, such tenders are irrevocable. If the Company extends the period of time during which the Offer is open for any reason, then, without prejudice to the Company's rights under the Offer and in a manner compliant with Rule 14e-1(c) of the Exchange Act, the Company may retain all Warrants tendered and tenders of such Warrants may not be rescinded, except as otherwise provided in this Section 3. Notwithstanding the foregoing, tendered Warrants may also be withdrawn if the Company has not accepted the Warrants for exchange by the 40th business day after the initial commencement of the Offer.

To be effective, a written notice of withdrawal must be timely received by the Depositary at its address identified in this Offer Letter. Any notice of withdrawal must specify the name of the holder who tendered the Warrants for which tenders are to be withdrawn and the number of Warrants to be withdrawn. If the Warrants to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal must be submitted to the Depositary prior to release of such Warrants. In addition, such notice must specify the name of the registered holder (if different from that of the tendering Warrant holder) and the serial numbers shown on the particular certificates evidencing the Warrants to be withdrawn. Withdrawal may not be cancelled, and Warrants for which tenders are withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, Warrants for which tenders are withdrawn may be tendered again by following one of the procedures described in Section 2 at any time prior to the Expiration Date.

A holder of Warrants desiring to withdraw tendered Warrants previously delivered through DTC should contact the DTC participant through which such holder holds his, her or its Warrants. In order to withdraw previously tendered Warrants, a DTC participant may, prior to the Expiration Date, withdraw its instruction previously transmitted through the WARR PTS function of DTC's ATOP procedures by (i) withdrawing its acceptance through the WARR PTS function, or (ii) delivering to the Depositary by mail, hand delivery or fax, a notice of withdrawal of such instruction. The notices of withdrawal must contain the name and number of the DTC participant. A withdrawal of an instruction must be executed by a DTC participant as such DTC participant's name appears on its transmission through the WARR PTS function to which such withdrawal relates. A DTC participant may withdraw a tendered Warrant only if such withdrawal complies with the provisions described in this paragraph.

A holder who tendered his, her or its Warrants other than through DTC should send written notice of withdrawal to the Depositary specifying the name of the Warrant holder who tendered the Warrants being withdrawn. All signatures on a notice of withdrawal must be guaranteed by a Medallion Signature Guarantor; provided, however, that signatures on the notice of withdrawal need not be guaranteed if the Warrants being withdrawn are held for the account of an Eligible Institution. Withdrawal of a prior Warrant tender will be effective upon receipt of the notice of withdrawal by the Depositary. Selection of the method of notification is at the risk of the Warrant holder, and notice of withdrawal must be timely received by the Depositary.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by the Company, in its sole discretion, which determination will be final and binding, subject to the judgment of any court that might provide otherwise. Neither the Company nor any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to give any such notification, subject to the judgment of any court that might provide otherwise.

4. ACCEPTANCE OF WARRANTS AND ISSUANCE OF SHARES

Upon the terms and subject to the conditions of the Offer, we will accept for exchange Warrants validly tendered as of the Expiration Date, subject to proration, as described herein. The Shares to be issued will be delivered promptly following the Expiration Date. In all cases, Warrants will only be accepted for exchange pursuant to the Offer after timely receipt by the Depositary of a properly completed and duly executed Letter of Transmittal (or copy thereof), or any Agent's Message in the case of a book-entry transfer, and any other documents required by the Letter of Transmittal.

For purposes of the Offer, the Company will be deemed to have accepted for exchange Warrants that are validly tendered and for which tenders are not withdrawn, subject to proration, as described herein, unless the Company gives written notice to the Warrant holder of its non-acceptance prior to the Expiration Date.

If you tender Warrants pursuant to the Offer, and you are not an affiliate of the Company, you will receive unlegended Shares, which will be freely tradable.

5. BACKGROUND AND PURPOSE OF THE OFFER

A. Information Concerning Global Eagle Entertainment Inc.

We are a leading full service provider of connectivity and content to the worldwide airline industry. Our business is comprised of two operating segments: Connectivity and Content.

- Our Connectivity service offering provides our airline partners and their passengers Wi-Fi connectivity over Ku-band satellite transmissions. Our Connectivity services are delivered through our wholly owned subsidiary, Row 44, Inc. (“**Row 44**”), which combines specialized network equipment, media applications and premium content services that allow airline passengers to access in-flight Internet, live television, on-demand content, shopping and travel-related information.
- Our Content services offering selects, manages, and distributes wholly-owned and licensed media content, video and music programming, applications, and video games to the airline industry through (i) our wholly-owned subsidiary, Global Entertainment AG, formerly, Advanced Inflight Alliance AG (“**AIA**”), (ii) the business we acquired from Post Modern Edit, LLC and related entities (such business, which the Company operates through wholly-owned subsidiaries, is referred to herein as “**PMG**”), and (iii) our wholly-owned subsidiary, Travel Entertainment Group Equity Limited (“**IFES**”).

Prior to January 31, 2013, we were known as Global Eagle Acquisition Corp., a Delaware corporation that was formed in February 2011 to effect a merger, capital stock exchange, asset acquisition or similar business combination with one or more businesses. In May 2011, the Company consummated an initial public offering. On January 31, 2013, we completed a business combination transaction (the “**Business Combination**”) in which we acquired all of the outstanding capital stock of Row 44 and 86% of the shares of AIA, and changed our name to Global Eagle Entertainment Inc. Prior to the consummation of the Business Combination, the Company did not engage in any business except for activities related to its formation and related public financing.

On July 10, 2013, we acquired PMG and on October 18, 2013, we acquired IFES. In addition, in April 2014 we completed the acquisition of the remaining shares of AIA not owned by us. Our principal executive offices are located at 4553 Glencoe Avenue, Los Angeles, California, 90292, and our telephone number is (310) 437-6000.

B. Establishment of Offer Terms; Approval of the Offer

Our board of directors approved the exchange of Warrants for Shares and formed a committee consisting of Edward L. Shapiro, Jeffrey E. Epstein and Robert W. Reding to approve the exchange ratio and other terms of this Offer. The committee approved the exchange ratio and the other terms of this Offer. The committee set the exchange ratio in order to provide the holders of the Warrants with an incentive to exchange the Warrants. Mr. Sloan and Mr. Sagansky, who each hold Warrants and have agreed to tender all of their Warrants, recused themselves from voting on the Offer.

C. Purpose of the Offer

The Offer is being made to all holders of Warrants. The purpose of the Offer is to reduce the number of Shares that would become outstanding upon the exercise of Warrants. The Company’s board of directors believes that by allowing holders of Warrants to exchange one Warrant for 0.3333 Shares, the Company can potentially reduce the substantial number of Shares that would be issuable upon exercise of the Warrants, thus providing investors and potential investors with greater certainty as to the Company’s capital structure. For example, if 50% of the Warrants were validly tendered in the Offer, the Company would issue 2,500,000 Shares in exchange for such tendered Warrants. However, if 50% of the Warrants were exercised for Shares pursuant to the terms of the Warrants, the Company would issue 7,500,000 Shares in such exercise. The Warrants acquired pursuant to the exchange will be retired and cancelled. The Offer is not made pursuant to a plan to periodically increase any securityholder’s proportionate interest in the assets or earnings and profits of the Company.

D. Interests of Directors and Executive Officers

The names of the executive officers and directors of the Company are set forth below. The business address for each such person is: c/o Global Eagle Entertainment Inc., 4553 Glencoe Avenue, Los Angeles, California, 90292, and the telephone number for each such person is (310) 437-6000.

Name	Position
David M. Davis	Chief Executive Officer and Director
Michael Zemetra	Acting Chief Financial Officer *
Edward L. Shapiro	Chairman of the Board of Directors
Louis Bélanger-Martin	Director
Jeffrey E. Epstein	Director
Jeffrey A. Leddy	Director
Robert W. Reding	Director
Jeff Sagansky	Director
Harry E. Sloan	Director

* Effective as of August 15, 2014.

As of August 13, 2014, we had 71,992,433 outstanding Shares and 22,831,263 outstanding Warrants. The Shares issuable upon exercise of the 15,000,000 Warrants eligible to be tendered pursuant to the Offer represent approximately 20.8% of our outstanding Shares as of August 13, 2013.

Our current directors and executive officers are eligible to participate in this Offer. Harry E. Sloan owns 5,280,001 Warrants (approximately 23.1% of the outstanding Warrants) and Jeff Sagansky owns 1,760,000 Warrants (approximately 7.7% of our outstanding Warrants). Mr. Sloan and Mr. Sagansky have agreed to tender all of their Warrants. The Company does not beneficially own any Warrants, nor to the Company's knowledge after reasonable inquiry do any of its other executive officers or directors own any Warrants.

We have not and, to the best of our knowledge, none of our current directors, executive officers or any person holding a controlling interest in us has, engaged in any transactions during the past 60 days involving the Warrants eligible to be tendered pursuant to the Offer.

E. Plans, Proposals or Negotiations

Except as set forth below in Section 8 hereunder, there are no present plans, proposals or negotiations by the Company that relate to or would result in:

- any extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- a purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company;
- any change in the present board of directors or management of the Company, including, but not limited to, any plans or proposals to change the number or the term of directors, to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer;
- any other material change in the Company's corporate structure or business;
- any class of equity security of the Company to be delisted from a national securities exchange;
- any class of equity security of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;
- the suspension of the Company's obligation to file reports pursuant to Section 15(d) of the Exchange Act; or
- the acquisition by any person of additional securities of the subject company, or the disposition of securities of the subject company;

changes in the Company's Second Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws or other governing instruments or other actions that could impede the acquisition of control of the Company by any person.

THE COMPANY'S BOARD OF DIRECTORS (EXCLUDING THOSE DIRECTORS WHO OWN WARRANTS) HAS APPROVED THE OFFER. HOWEVER, NONE OF THE COMPANY, ITS DIRECTORS, OFFICERS OR EMPLOYEES, NOR THE FINANCIAL ADVISOR, THE DEPOSITARY OR THE INFORMATION AGENT, MAKES ANY RECOMMENDATION WHETHER YOU SHOULD TENDER ANY WARRANTS. EACH HOLDER OF A WARRANT MUST MAKE HIS, HER OR ITS OWN DECISION WHETHER TO TENDER SOME OR ALL OF HIS, HER OR ITS WARRANTS.

6. **PRICE RANGE OF SHARES AND WARRANTS**

Our Shares are listed on NASDAQ under the symbol ENT. Prior to the consummation of the Business Combination on January 31, 2013, our Shares were listed on NASDAQ under the symbol EAGL. The Warrants have been quoted on the OTC Markets under the symbol ENTWW since February 11, 2013, prior to which they were listed on NASDAQ under the symbol EAGLW. On August 12, 2014, the last reported sale prices for the Shares and the Warrants were \$10.76 and \$3.60, respectively.

The Company recommends that holders obtain current market quotations for the Shares and the Warrants, among other factors, before deciding whether or not to tender their Warrants.

	Shares		Warrants	
	High	Low	High	Low
	\$	\$	\$	\$
Fiscal 2012				
First Quarter	9.76	9.52	0.60	0.49
Second Quarter	9.78	9.69	0.54	0.39
Third Quarter	10.27	9.77	0.49	0.22
Fourth Quarter	10.23	9.80	0.87	0.22
Fiscal 2013				
First Quarter (1)	10.44	8.11	1.68	0.55
Second Quarter	10.49	7.86	1.75	1.00
Third Quarter	11.49	7.82	1.98	1.11
Fourth Quarter	16.30	8.51	5.24	1.30
Fiscal 2014				
First Quarter	18.48	14.23	7.13	4.15
Second Quarter	16.48	9.37	5.79	2.58
Third Quarter (though August 13)	12.58	9.30	4.35	3.00

(1) The Business Combination was consummated on January 31, 2013.

7. **SOURCE AND AMOUNT OF FUNDS**

Because this transaction is an offer to holders to exchange their existing Warrants for Shares, there is no source of funds or other cash consideration being paid by the Company to those tendering Warrants. We will use our existing funds to pay expenses associated with the Offer.

8. **TRANSACTIONS AND AGREEMENTS CONCERNING THE COMPANY'S SECURITIES**

Except as described herein, none of the Company or, to our knowledge, any of our affiliates, directors or executive officers, is a party to any contract, arrangement, understanding or agreement with any other person relating, directly or indirectly, to the Offer or with respect to any of our securities, including any contract, arrangement, understanding or agreement concerning the transfer or the voting of the securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations.

Tender Support Agreements

We have entered into tender support agreements with two of our directors, Harry E. Sloan and Jeff Sagansky, who hold an aggregate of 7,040,001 Warrants, pursuant to which each has agreed to tender pursuant to the Offer all of the Warrants each beneficially owns in accordance with the terms and conditions of the Offer as set forth in this Offer Letter. The agreements terminate on the earliest to occur of: (i) the termination of the Offer, without any Warrants being accepted for exchange thereunder, (ii) the date of any modification, waiver, change or amendment of the Offer after the date hereof that results in a (A) decrease in the number of Shares issuable upon exchange of each Warrant, or (B) change in the form of consideration to be paid in the Offer, or (iii) November 30, 2014 if, on or prior to such date, the Offer has not been consummated.

Registration Rights Agreement

Upon consummation of the Business Combination, we entered into an amended and restated registration rights agreement with respect to the Shares held by our initial stockholders, the Shares underlying our outstanding warrants, and the Shares issued in connection with the Business Combination, among other securities of the Company. Under this agreement, we agreed to file a resale registration statement with the SEC covering the resale of the securities covered by the agreement. On August 22, 2013, a registration statement on Form S-3 covering the Shares subject to the amended and restated registration rights agreement was declared effective by the SEC.

In addition, holders of (i) a majority of the Shares held by our initial stockholders, (ii) a majority of the Shares issued to one of our significant shareholders in the Business Combination, or (iii) at least 10,000,000 of the securities covered by the agreement are entitled to require the Company to undertake an underwritten public offering of all or a portion of their securities pursuant to an effective registration statement, no more than once during any six month period, so long as the estimated market value of the securities to be sold in such offering is at least \$10,000,000. Holders of such securities also have certain “piggy-back” registration rights with respect to registration statements filed subsequent to the Business Combination.

Warrant Agreement

In connection with our initial public offering and the appointment of a warrant agent for the Warrants, we entered into a warrant agreement (the “**Warrant Agreement**”) with AST. The warrant agreement provides for the various terms, restrictions and governing provisions that dictate all the terms of the Warrants. On March 29, 2013, Global Eagle Acquisition LLC, an affiliate of the Company, delivered a Waiver to the Company pursuant to which Global Eagle Acquisition LLC agreed to waive the Company’s obligations to it under a specific provision of the Warrant Agreement which requires a reduction of the exercise price of the warrants under certain limited circumstances.

Putnam Voting Rights Waiver

The Company has entered into a Voting Rights Waiver Agreement (the “**Waiver Agreement**”) with Putnam Investment Management, LLC (“**PIM**”), a significant stockholder, pursuant to which PIM and certain affiliated persons and entities (the “**Other Putnam Investors**”) agreed to waive all voting rights that they may have in respect of any voting securities issued by the Company that exceed, in the aggregate, 4.99% of the total voting rights exercisable by the Company’s outstanding voting securities. The Waiver Agreement provides that any voting rights waived pursuant thereto will be apportioned among the parties to the Waiver Agreement on a pro rata basis based upon their relative holdings of the Company’s voting securities. The Waiver Agreement will expire at the time that PIM and all Other Putnam Investors that are investment companies registered under the Investment Company Act of 1940, as amended, no longer own any of the Company’s voting common stock, at which time the remaining Other Putnam Investors will be entitled to any and all voting rights pertaining to their voting securities.

Separation Agreement

On July 9, 2014, the Company entered into a Separation Agreement and General Release with John LaValle (the “**Separation Agreement**”), the Company’s former Chief Executive Officer. Pursuant to the Separation Agreement, Mr. LaValle will be entitled to receive his base salary over the 12 month period following the effective date of the Separation Agreement and reimbursement of 12 months of health insurance related premiums paid by Mr. LaValle under COBRA. In addition, the Separation Agreement provides that, notwithstanding the terms of the option grant agreements between Mr. LaValle and the Company, 375,000 of Mr. LaValle’s options under such agreements as of July 1, 2014 shall be immediately vested as of the effective date of the Separation Agreement (as defined in the Separation Agreement). Additionally, if there is a change of control (as defined under the Company’s 2013 Equity Incentive Plan, as amended (the “**Plan**”)) prior to June 30, 2015, Mr. LaValle shall be vested in the remaining 375,000 unvested options under his current option agreements with the Company. Mr. LaValle will have until June 30, 2015 to exercise any vested options.

Other Agreements and Transactions

On July 9, 2014, in connection with his appointment as Chief Executive Officer, the Company granted David M. Davis stock options to purchase 100,000 Shares at an exercise price of \$11.43 per Share. The options were granted under the Plan, and the exercise price represented the per Share closing price of our Shares on the grant date. The options will vest with respect to 25% of the underlying Shares on July 9, 2015 and thereafter ratably over the following three years on a monthly basis until fully vested.

The Company has retained AST to act as the Depositary and Morrow to act as the Information Agent. Directors, officers and employees of either us or our affiliates, or the Information Agent may contact holders of Warrants by hand, mail, telephone or facsimile regarding the Offer and may request brokers, dealers and other nominees to forward the Offer Letter and related materials to beneficial owners of the Warrants. Such directors, officers and employees will not be specifically compensated for providing such services. AST and Morrow will receive reasonable and customary compensation for their respective services in connection with the Offer, plus reimbursement for out-of-pocket expenses, and will be indemnified by the Company against certain liabilities and expenses in connection therewith.

9. FINANCIAL INFORMATION REGARDING THE COMPANY

The financial information included under Part II, Item 8 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2013, as amended, and under Part I, Item 1 in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, as amended, and in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, is incorporated herein by reference. The full text of all such filings with the SEC, as well as other documents we have filed with the SEC prior to, or will file with the SEC subsequent to, the filing of Tender Offer Statement on Schedule TO can be accessed electronically on the SEC's website at www.sec.gov.

Summary Financial Information. The following is a summary of historical consolidated statement of operations data and consolidated balance sheet data as of and for each period indicated. The summary historical consolidated financial data for the years ended December 31, 2013 and 2012 are derived from, and should be read in conjunction with, our audited financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K filed with the SEC on March 25, 2014, as amended by the Annual Report on Form 10-K/A (Amendment No. 1) filed with the SEC on March 26, 2014. The summary historical consolidated financial data as of and for the six month periods ended June 30, 2014 and 2013 are derived from, and should be read in conjunction with, our unaudited financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Quarterly Report on Form 10-Q filed with the SEC on August 11, 2014.

Since Row 44 was deemed the accounting acquirer in the Business Combination, the presented financial information for the six months ended June 30, 2014 is only partially comparable to the financial information for the six months ended June 30, 2013. The presented financial information for the six months ended June 30, 2013 includes the financial information and activities of Row 44 for the period January 1, 2013 to June 30, 2013 (181 days) as well as the financial information and activities of Global Eagle and AIA for the period January 31, 2013 to June 30, 2013 (151 days). PMG and IFES were acquired subsequent to June 30, 2013, and are therefore not included in the June 30, 2013 numbers presented herein. Similarly, the presented financial information for the year ended December 31, 2013 includes the financial information and activities of Row 44 for the period January 1, 2013 to December 31, 2013 (365 days) as well as the financial information and activities of the Company and AIA for the period January 31, 2013 to December 31, 2013 (335 days), PMG for the period July 10, 2013 to December 31, 2013 (174 days), and IFES for the period October 18, 2013 to December 31, 2013 (75 days). Lastly, the historical financial information for the year ended December 31, 2012 reflects the financial information and activities only of Row 44 as the predecessor entity.

This lack of comparability needs to be taken into account when reading the summary condensed consolidated statements of operations and balance sheet below. Furthermore, the presented financial information for the six months ended June 30, 2013 and the year ended December 31, 2013 contains one-time costs that are directly associated with our Business Combination, such as professional fees to support the Company's new and complex legal, tax, statutory and reporting requirements following the Business Combination.

Summary Consolidated Statement of Operations Data:

(in thousands, except for share data):	Six Months Ended June 30,		Year Ended December 31,	
	2014	2013	2013	2012
	(unaudited)	(unaudited)		
Revenue	184,113	105,344	259,722	69,210
Total operating expenses(3)	201,045	134,972	305,246	98,046
Loss from operations	(16,932)	(29,628)	(45,524)	(28,836)
Other income (expense), net	(812)	(30)	(1,000)	(23)
Income (loss) before income taxes	(12,055)	(39,457)	(112,902)	(42,803)
Income tax provision (benefit)	2,098	593	(1,839)	—
Net income (loss)	(14,153)	(40,050)	(114,741)	(42,803)
Net income (loss) attributable to non-controlling interests	194	69	(290)	—
Net income (loss) applicable to Global Eagle Entertainment Inc. common stockholders	\$ (14,347)	\$ (40,119)	\$ (115,031)	\$ (42,803)
Net income (loss) per common share – basic	\$ (0.20)	\$ (0.82)	\$ (2.17)	\$ (2.24)
Net income (loss) per common share – diluted	\$ (0.27)	\$ (0.82)	\$ (2.17)	\$ (2.24)
Weighted average common shares – basic	71,983	49,094	53,061	19,148
Weighted average common shares – diluted	74,925	49,094	53,061	19,148

Summary Consolidated Balance Sheet Data:

(in thousands)	As of		
	June 30,	December 31,	December 31,
	2014	2013	2012
	(unaudited)		
Total current assets	329,606	359,243	21,110
Total assets	545,890	578,883	29,437
Total current liabilities	179,941	183,122	24,909
Total liabilities	221,488	222,699	28,020
Total Global Eagle Entertainment Inc. stockholders' equity	324,402	345,789	1,417
Non-controlling interest	—	10,395	—

Book value per share. Our book value per common share as of June 30, 2014 was \$4.51.

Ratio of Earnings (Loss) to Fixed Charges:

The following table sets forth our ratios of earnings (loss) to fixed charges for the periods shown:

	Six Months Ended		
	June 30, 2014	2013	2012
Ratio of earnings (loss) to fixed charges	(11.40)	(28.36)	(3.04)
Deficiency of earnings (loss) to fixed charges (in \$000's):	\$ (12,100)	\$ (109,066)	\$ (32,203)

Our ratio of earnings (loss) to fixed charges is computed by adding (a) pre-tax loss from continuing operations before adjustment for income or loss from equity investees; (b) fixed charges; (c) amortization of capitalized interest; and (d) our share of pre-tax losses of equity investees for which charges arising from guarantees are included in fixed charges, and subtracting (a) interest capitalized and (b) the noncontrolling interest in pre-tax income of subsidiaries that have not incurred fixed charges. Equity investees are investments that we account for using the equity method of accounting. For purposes of this disclosure, the term "fixed charges" means the sum of the following: (a) interest expensed and capitalized, (b) amortized premiums, discounts and capitalized expenses related to indebtedness.

10. CONDITIONS; TERMINATION; WAIVERS; EXTENSIONS; AMENDMENTS

The conditions of the Offer are:

- i. there shall not have been instituted, threatened in writing or be pending any action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer, that is, or is reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer;
- ii. no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects;
- iii. in our reasonable judgment, there shall not have occurred or be reasonably likely to occur, any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs;
- iv. there shall not have occurred:
 - a. any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets;
 - b. any material adverse change in the price of the Shares in U.S. securities or financial markets;
 - c. a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States;
 - d. any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions; or
 - e. a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.

The foregoing conditions are solely for our benefit, and we may assert one or more of the conditions regardless of the circumstances giving rise to any such conditions. We may also, in our sole and absolute discretion, waive these conditions in whole or in part, subject to the potential requirement to disseminate additional information and extend the Offer, as described in Section 10, "Conditions; Termination; Waivers; Extensions; Amendments." The determination by us as to whether any condition has been satisfied shall be conclusive and binding on all parties. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed a continuing right which may be asserted at any time and from time to time prior to the Expiration Date.

We may terminate the Offer if any of the conditions of the Offer are not satisfied prior to the Expiration Date. In the event that we terminate the Offer, all Warrants tendered by a Warrant holder in connection with the Offer will be returned to such Warrant holder and the Warrants will expire in accordance with their terms on January 31, 2018 and will otherwise remain subject to their original terms.

Subject to applicable securities laws and the terms and conditions set forth in this Offer Letter, we expressly reserve the right (but will not be obligated), at any time or from time to time, prior to the Expiration Date, regardless of whether or not any of the events set forth above shall have occurred or shall have been determined by us to have occurred, to (a) waive any and all conditions of the Offer, (b) extend the Offer, or (c) otherwise amend the Offer in any respect. The rights reserved by us in this paragraph are in addition to our rights to terminate the Offer described above. Irrespective of any amendment to the Offer, all Warrants previously tendered pursuant to the Offer and not accepted for exchange or withdrawn will remain subject to the Offer and may be accepted thereafter for exchange by us.

If we materially change the terms of the Offer or the information concerning the Offer, or if we waive a material condition to the Offer, we will disseminate additional information and extend the Offer to the extent required by Exchange Act Rules 13e-4(d)(2) and 13e-4(e)(3). In addition, we may, if we deem appropriate, extend the Offer for any other reason. In addition, if the exchange ratio for Shares to Warrants is adjusted, the Offer will remain open at least 10 business days from the date we first give notice of such change to Warrant holders, by press release or otherwise.

Any extension, amendment or termination of the Offer by us will be followed promptly by a public announcement thereof. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to advertise or otherwise communicate any such announcement other than by making a release to the Dow Jones News Service, Globe Newswire or such other means of public announcement as we deem appropriate.

If for any reason the acceptance for exchange (whether before or after any Warrants have been accepted for exchange pursuant to the Offer), or the exchange for, Warrants subject to the Offer is delayed or if we are unable to accept for exchange, or exchange for, Warrants pursuant to the Offer, then, without prejudice to our rights under the Offer, tendered Warrants may be retained by the Depositary on our behalf and may not be withdrawn (subject to Exchange Act Rule 14e-1(c), which requires that an offeror deliver the consideration offered or return the securities deposited by or on behalf of the investor promptly after the termination or withdrawal of a tender offer). In addition to being limited by Exchange Act Rule 14e-1(c), our reservation of the right to delay delivery of the Shares for Warrants which we have accepted for exchange pursuant to the Offer is limited by Exchange Act Rule 13e-4(f)(5), which requires that an offeror deliver the consideration offered or return the securities tendered pursuant to a tender offer promptly after termination or withdrawal of that tender offer. Notwithstanding the foregoing, tendered Warrants may also be withdrawn if the Company has not accepted the Warrants for exchange by the 40th business day after the initial commencement of the Offer.

Pursuant to Exchange Act Rule 13e-4, we have filed the Schedule TO with the SEC which contains additional information with respect to the Offer. The Schedule TO, including the exhibits and any amendments thereto, may be examined, and copies may be obtained, at the same places and in the same manner as set forth under “Additional Information; Miscellaneous” in this Offer Letter.

11. MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material U.S. federal income tax consequences to holders that own and hold Warrants as capital assets, within the meaning of Section 1221 of the Code, and that exchange Warrants for Shares pursuant to the Offer. This discussion does not address all of the tax consequences that may be relevant to a holder based on its individual circumstances and does not address tax consequences applicable to holders that may be subject to special tax rules, such as: financial institutions; insurance companies; regulated investment companies; tax-exempt organizations; dealers or traders in securities or currencies; holders that actually or constructively own 5% or more of our Shares; holders that hold Warrants as part of a position in a straddle or a hedging, conversion or integrated transaction for U.S. federal income tax purposes; holders that have a functional currency other than the U.S. dollar; holders that received their Warrants as compensation for the performance of services; or holders that are not U.S. persons (as defined for U.S. federal income tax purposes). Moreover, this summary does not address any state, local or foreign tax consequences or any U.S. federal non-income tax consequences of the exchange of Warrants for Shares pursuant to the Offer or, except as discussed herein, any tax reporting obligations of a holder. Holders should consult their tax advisors as to the specific tax consequences to them of the Offer in light of their particular circumstances.

If an entity treated as a partnership for U.S. federal income tax purposes holds Warrants, the tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Holders owning their Warrants through a partnership should consult their tax advisors regarding the U.S. federal income tax consequence of exchanging Warrants for Shares pursuant to the Offer.

This summary is based on the Code, applicable Treasury regulations, administrative pronouncements and judicial decisions, each as in effect on the date hereof. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations by the Internal Revenue Service (“*IRS*”) or a court, which could affect the tax consequences described herein.

The exchange of Warrants for Shares pursuant to the Offer should be treated as a “recapitalization” pursuant to which (i) no gain or loss should be recognized on the exchange of Warrants for Shares, (ii) a holder’s aggregate tax basis in the Shares received in the exchange should equal the holder’s aggregate tax basis in its Warrants surrendered in exchange therefor, and (iii) a holder’s holding period for the Shares received in the exchange should include its holding period for the surrendered Warrants. Special tax basis and holding period rules apply to holders that acquired different blocks of Warrants at different prices or at different times. Holders should consult their tax advisors as to the applicability of these special rules to their particular circumstances.

Although the Company believes the exchange pursuant to the Offer is a value-for-value transaction, because of the uncertainty inherent in any valuation, there can be no assurance that the IRS or a court would agree. If the IRS or a court were to view the exchange pursuant to the Offer as the issuance of Shares to an exchanging holder having a value in excess of the Warrants surrendered by such holder, such excess value could be viewed as a constructive dividend under Section 305 of the Code. Although not free from doubt, it is expected that such constructive dividend, if any, should be considered a dividend of common stock on common stock, which generally should be nontaxable for most holders.

Holders are urged to consult their personal tax advisors concerning the tax consequences of an exchange pursuant to Offer based on their particular circumstances.

12. FORWARD-LOOKING STATEMENTS; RISK FACTORS

This Offer Letter contains forward-looking statements. Such forward-looking statements involve certain risks and uncertainties, including statements regarding the Company’s strategic direction, prospects and future results. Certain factors, including factors outside of the Company’s control, may cause actual results to differ materially from those contained in the forward-looking statements. All forward looking statements included in this Offer Letter are based on information available to the Company as of the date hereof.

An investment in our Shares involves a high degree of risk. In addition to the risks identified below relating to the Offer, please refer to our filings with the SEC, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2013, filed on March 25, 2014, as amended by the Annual Report on Form 10-K/A (Amendment No. 1) filed on March 26, 2014, our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed on May 12, 2014, as amended by the Quarterly Report on Form 10-Q/A (Amendment No. 1) filed on May 30, 2014, and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed on August 11, 2014, for a discussion of risks relating to our business and an investment in our Shares. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. If any of the matters identified as potential risks materialize, our business could be harmed. In that event, the trading price of our Shares and Warrants could decline.

There is no guarantee that your decision whether to tender your Warrants in the Offer will put you in a better future economic position.

We can give no assurance as to the price at which a stockholder may be able to sell its Shares in the future following the completion of the Offer. If you choose to tender some or all of your Warrants in the Offer, certain future events (including, without limitation, those described in Section 5.E, “Plans, Proposals or Negotiations”), which may be significant and may happen quickly at any time in the future, may result in you realizing a lower value than you might have realized in the future had you not agreed to exchange your Warrants. Similarly, if you do not tender your Warrants in the Offer, you will continue to bear the risk of ownership of your Warrants after the closing of the Offer, and there can be no assurance that you can sell your Warrants (or exercise them for Shares) in the future at a higher price than would have been obtained by participating in the Offer or at all. You should carefully review the terms of the Warrants, including the warrant agreement governing the Warrants, and consult your own individual tax and/or financial advisor for assistance on how the tender of your Warrants may affect your individual situation.

If the Offer is successful, the liquidity of the market for the Warrants may be substantially reduced.

If the Offer is successful, the holders of Warrants who tender their Warrants will receive Shares that are listed on NASDAQ. Certain Warrant holders, who collectively hold approximately 30.1% of the outstanding Warrants, have agreed to tender all of their Warrants. To the extent the Offer is successful, the market for any remaining Warrants, which are quoted on the OTC Markets, may be substantially reduced.

Certain members of our Board are subject to conflicts of interest with respect to the Offer.

Harry E. Sloan and Jeff Sagansky are the beneficial owners of an aggregate of 7,040,001 Warrants. Messrs. Sloan and Sagansky each recused himself from the vote of the Company's Board of Directors to approve the Offer. Messrs. Sloan and Sagansky have agreed to tender all of their Warrants. As of August 13, 2014, the Warrants held by Messrs. Sloan and Sagansky collectively represent approximately 30.1% of the outstanding Warrants. Additionally, Messrs. Sloan and Sagansky are each stockholders of the Company. We did not obtain a "fairness opinion" in connection with the Offer.

The market price of our Shares will fluctuate, which may adversely affect Warrant holders who tender their Warrants for Shares.

The market price of our Shares will fluctuate between the date the Offer is commenced, the Expiration Date of the Offer and the date on which Shares are issued to tendering Warrant holders. Accordingly, the market price of Shares upon settlement of the Offer could be less than the price at which the Warrants could be sold. The Company does not intend to adjust the exchange ratio of Shares for Warrants based on any fluctuation in our Share price.

Resales of the additional Shares issued pursuant to the Offer may adversely affect the Share price.

Shares issued in the Offer will be freely tradable, unless held by affiliates. In light of the current trading volume of our Shares, if the holders of the Warrants were to sell a significant portion of the Shares obtained from the Offer, such sales could have a negative impact on the trading price of our Shares.

No rulings or opinions have been received as to the tax consequences of the Offer to holders of Warrants.

The tax consequences that will result to the Warrant holder that participates in the Offer are not well defined by the existing authorities. No ruling of any governmental authority and no opinion of counsel has been issued or rendered on these matters. Warrant holders must therefore rely on the advice of their own tax advisors in assessing these matters. For a general discussion of certain tax considerations, see "Material U.S. Federal Income Tax Consequences."

13. THE FINANCIAL ADVISOR, INFORMATION AGENT AND DEPOSITARY

Financial Advisor

Piper Jaffray & Co. is acting as the Financial Advisor in connection with the Offer. The Financial Advisor has not been retained to solicit and is not soliciting acceptances of the Offer, nor is it making any recommendations with respect thereto.

Piper Jaffray & Co. and its affiliates have in the past provided us with and may in the future provide to us certain financial advisory, investment banking and other services in the ordinary course of their business for which they will be entitled to receive fees.

From time to time, the Financial Advisor and its affiliates may trade our securities for their own account or for the accounts of their customers and, accordingly, may hold long or short positions in the Shares or Warrants at any time.

We have retained American Stock Transfer & Trust Company, LLC, to act as the Depositary, and Morrow & Co., LLC, to act as the Information Agent, in connection with the Offer. All deliveries, correspondence and questions sent or presented to the Depositary or the Information Agent relating to the Offer should be directed to the addresses or telephone numbers set forth on the back cover of this Offer Letter.

14. FEES AND EXPENSES

The Financial Advisor, Information Agent and Depositary will receive reasonable and customary compensation for their respective services, will be reimbursed by us for reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

We will not pay any fees or commissions to brokers, dealers or other persons (other than fees to the Information Agent as described above) for soliciting tenders of Warrants pursuant to the Offer. Warrant holders holding Warrants through a broker, dealer, commercial bank, trust company or other nominee are urged to consult such nominees to determine whether transaction costs may apply if Warrant holders tender Warrants through such nominees and not directly to the Depositary. We will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for customary mailing and handling expenses incurred by them in forwarding the Offer and related materials to the beneficial owners of Warrants held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank, trust company or other nominee has been authorized to act as our agent or the agent of the Information Agent or the Depositary for purposes of the Offer.

15. ADDITIONAL INFORMATION; MISCELLANEOUS

The Company has filed with the SEC a Tender Offer Statement on Schedule TO, of which this Offer Letter is a part. This Offer Letter does not contain all of the information contained in the Schedule TO and the exhibits to the Schedule TO. The Company recommends that holders review the Schedule TO, including the exhibits and the information incorporated by reference in the Schedule TO, and the Company's other materials that have been filed with the SEC before making a decision on whether to accept the Offer, including:

1. The description of the Shares in the Company's Registration Statement on Form 8-A filed with the SEC on May 12, 2011 under Section 12(b) of the Exchange Act;
2. Annual Report on Form 10-K for the fiscal year ended December 31, 2013, filed with the SEC on March 25, 2014, as amended by the Annual Report on Form 10-K/A (Amendment No. 1) filed on March 26, 2014;
3. Definitive proxy statement on Schedule 14A for the Company's 2014 annual meeting of stockholders, filed with the SEC on April 30, 2014;
4. Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed with the SEC on May 12, 2014, as amended by the Quarterly Report on Form 10-Q/A (Amendment No. 1), filed with the SEC on May 30, 2014; and
5. Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed with the SEC on August 11, 2014.

Documents we file (but not documents or information deemed to have been furnished and not filed in accordance with the SEC's rules) with the SEC under Section 13(e), 13(c), 14 or 15(d) of the Exchange Act after the date of this Offer Letter will be incorporated by reference in this Offer Letter only upon our filing of a subsequent amendment to the Schedule TO. Any statement contained in this Offer Letter or in a document (or part thereof) incorporated by reference in this Offer Letter shall be considered to be modified or superseded for purposes of this Offer Letter to the extent that a statement contained in any subsequent amendment to this Offer Letter or amendment to the Schedule TO to which this Offer Letter relates modifies or supersedes that statement.

You can obtain any of the documents incorporated by reference in this Offer Letter from the SEC's website at the address described above. You may also request a copy of these filings, at no cost, by writing or telephoning the Information Agent for the Offer at the telephone numbers and address set forth on the back cover of this Offer to Purchase and Exchange.

Each person to whom a copy of this offer to exchange is delivered may obtain a copy of any or all of the referenced documents, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into such documents, at no cost. Requests should be directed to:

Global Eagle Entertainment Inc.
4553 Glencoe Avenue
Los Angeles, California 90292
(310) 437-6000
Attention: Investor Relations

Sincerely,

Global Eagle Entertainment Inc.
4553 Glencoe Avenue
Los Angeles, California 90292

The Depositary is American Stock Transfer & Trust Company, LLC. The Letter of Transmittal and certificates representing Warrants, and any other required documents should be sent or delivered by each holder of Warrants or such holder's broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below.

**THE DEPOSITARY FOR THE OFFER IS:
AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC
BY MAIL, HAND OR OVERNIGHT DELIVERY:**

IF DELIVERING BY MAIL:
AMERICAN STOCK TRANSFER & TRUST
COMPANY, LLC
OPERATIONS CENTER
ATTN: REORGANIZATION DEPARTMENT
P.O. BOX 2042
NEW YORK, NEW YORK 10272-2042

IF DELIVERING BY HAND OR COURIER:
AMERICAN STOCK TRANSFER & TRUST
COMPANY, LLC
OPERATIONS CENTER
ATTN: REORGANIZATION DEPARTMENT
6201 15TH AVENUE
BROOKLYN, NEW YORK 11219

BY FAX:
AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC
FAX: (718) 234-5001

CONFIRM BY TELEPHONE:
Toll Free: (877) 248-6417
(718) 921-8317

THE INFORMATION AGENT FOR THE OFFER IS:

MORROW & CO., LLC
470 West Avenue – 3rd Floor
Stamford, CT 06902
Banks and Brokerage Firms, please call (203) 658-9400
Warrant Holders, please call (800) 607-0088
You may also email your requests to ENT.warrantinfo@morrowco.com.

THE FINANCIAL ADVISOR FOR THE OFFER IS:

PIPER JAFFRAY & CO.
50 California Street
San Francisco, CA 94111
Telephone: (415)-616-1611
(800)-214-0540

Any question or request for assistance may be directed to the Information Agent or the Financial Advisor at the address, phone number and email address listed above.

Requests for additional copies of the Offer Letter, the Letter of Transmittal or other documents related to the offer may also be directed to the Information Agent.

**LETTER OF TRANSMITTAL
FOR THE OFFER TO EXCHANGE
BY
GLOBAL EAGLE ENTERTAINMENT INC.
UP TO 15,000,000 OF ITS OUTSTANDING WARRANTS
FOR SHARES OF ITS COMMON STOCK
AT AN EXCHANGE RATIO OF 0.3333 SHARES FOR EACH WARRANT**

**THE OFFER PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME,
ON SEPTEMBER 11, 2014 UNLESS THE OFFER PERIOD IS EXTENDED**

*The undersigned represents that I (we) have full authority to surrender without restriction the warrants exercisable for shares of Global Eagle Entertainment Inc. common stock, par value \$0.0001 per share (the "**Shares**"), at an exercise price of \$11.50 per Share (the "**Warrants**") for exchange. You are hereby authorized and instructed to prepare in the name of and deliver to the address indicated below (unless otherwise instructed in the boxes in the following page) a certificate representing Shares for Warrants tendered pursuant to this Letter of Transmittal. Such Shares shall equal 0.3333 Shares per Warrant tendered, subject to proration and adjustment in the event a fractional Share would be issued, as described in the Offer Letter, dated August 13, 2014.*

Method of delivery of the Warrant(s) is at the option and risk of the owner thereof. *See Instruction 1.*

Mail or deliver this Letter of Transmittal, or a facsimile, together with the certificate(s) representing your Warrants, to:



If delivering by mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

If delivering by hand or courier:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

BY FAX:
(718) 234-5001

CONFIRM BY TELEPHONE:

Toll Free: (877) 248-6417
(718) 921-8317

For assistance call the Information Agent, Morrow & Co., Inc. at (800) 607-0088.

Name(s) and Address of Registered Holder(s)
If there is any error in the name or address shown below,
please make the necessary corrections

DESCRIPTION OF WARRANTS SURRENDERED
(Please fill in. Attach separate schedule if needed)

Certificate Number(s)
and/or Book-Entry
Account Number(s)

Total Number of
Warrants Represented by
Certificate(s) and/or
Book-Entry Account
Number(s)

TOTAL WARRANTS

**PLEASE READ CAREFULLY THE ENTIRE LETTER OF TRANSMITTAL,
INCLUDING THE ACCOMPANYING INSTRUCTIONS**

Ladies and Gentlemen:

The undersigned hereby exchanges the below described Warrants of Global Eagle Entertainment Inc. (the “*Company*”), a Delaware corporation, pursuant to the Company’s Offer to Exchange Letter dated August 13, 2014 (the “*Offer Letter*”) and this Letter of Transmittal (which together constitute the “*Offer*”).

The Board of Directors of the Company has extended the Offer to all holders of the Company’s issued and outstanding warrants exercisable for shares of the Company’s common stock, par value \$0.0001 per share (the “*Shares*”), at an exercise price of \$11.50 per share (the “*Warrants*”) to permit holders of Warrants to tender up to 15,000,000 Warrants in exchange for Shares at an exchange ratio of 0.3333 Shares for each Warrant tendered (approximately one Share for every three Warrants tendered), subject to proration and adjustment, as described in the Offer Letter.

NO FRACTIONAL SHARES WILL BE ISSUED. WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

WARRANTS NOT EXCHANGED FOR SHARES WILL REMAIN SUBJECT TO THEIR ORIGINAL TERMS AND SHALL EXPIRE ON JANUARY 31, 2018.

Subject to and effective upon acceptance of the tender of the Warrants exchanged hereby in accordance with the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby agrees to subscribe for the Shares, upon the exchange of one Warrant for 0.3333 Shares, as indicated on the first page of this Letter of Transmittal.

The undersigned acknowledges that the undersigned has been advised to consult with its own advisors as to the consequences of participating or not participating in the Offer.

The undersigned hereby represents and warrants to the Company that:

(a) the undersigned has full power and authority to tender the Warrants and subscribe for all of the Shares of the Company which may be received upon exchange of the Warrants;

(b) the undersigned has good, marketable and unencumbered title to the Warrants, free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sales agreements or other obligations relating to their exchange, sale or transfer, and not subject to any adverse claim;

(c) on request, the undersigned will execute and deliver any additional documents the Company deems necessary to complete the exchange of the Warrants tendered hereby;

(d) the undersigned understands that tenders of Warrants pursuant to the Offer and in the instructions hereto will constitute the undersigned’s acceptance of the terms and conditions of the Offer; and

(e) the undersigned agrees to all of the terms of the Offer.

All authorities conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy, and legal representatives of the undersigned. Except as stated in the Offer, this tender is irrevocable.

Delivery of this Letter of Transmittal and all other documents to an address, or transmission of instructions to a facsimile number, other than as set forth above, does not constitute a valid delivery. Please read carefully the entire Letter of Transmittal, including the accompanying instructions, before checking any box below. This Letter of Transmittal is to be used only if (a) certificates are to be forwarded herewith (or such certificates will be delivered pursuant to a Notice of Guaranteed Delivery previously sent to the depository) or (b) delivery of Warrants is to be made by book-entry transfer to the depository’s account at The Depository Trust Company (“*DTC*”) pursuant to the procedures set forth in the Offer Letter.

If you desire to exchange Warrants pursuant to the Offer and you cannot deliver your Warrant certificate(s) (or you are unable to comply with the procedures for book-entry transfer on a timely basis) and all other documents required by this Letter of Transmittal are delivered to the depositary prior to the Expiration Date, you may tender your Warrants according to the guaranteed delivery procedures set forth in Section 2 of the Offer Letter, "Procedure for Tendering Warrants—A. Proper Tender of Warrants—Guaranteed Delivery." See Instruction 2.

Delivery of documents to DTC does not constitute delivery to American Stock Transfer & Trust Company, LLC (the "Depository").

"Expiration Date" means 9:00 a.m., Eastern Time, on Thursday September 11, 2014, unless and until the Company, in its sole discretion, extends the Offer, in which case the "Expiration Date" means the latest time and date at which the Offer, as extended, expires.

**THE UNDERSIGNED UNDERSTANDS THAT ACCEPTANCE OF WARRANTS BY THE
COMPANY FOR EXCHANGE WILL CONSTITUTE A BINDING AGREEMENT
BETWEEN THE UNDERSIGNED AND THE COMPANY UPON THE TERMS AND
SUBJECT TO THE CONDITIONS OF THE OFFER.**

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

This Letter of Transmittal is to be completed by a holder of Warrants if either (i) Warrant Certificates are to be forwarded with this Letter of Transmittal or (ii) the Warrants the holder is electing to exchange are to be delivered by book-entry transfer pursuant to the procedures set forth in the Offer Letter under Section 2, "Procedure for Tendering Warrants—A. Proper Tendering of Warrants—Book-Entry Delivery." **Delivery of documents to DTC or to the Company does not constitute delivery to the Depository.**

The undersigned hereby: (i) elects to exchange the Warrants described under "Election to Exchange" below (Box 1); and (ii) agrees to subscribe for the Shares issuable thereunder, in each case pursuant to the terms and subject to the conditions described in the Offer Letter and this Letter of Transmittal. If the undersigned holds Warrants for beneficial owners, the undersigned represents that it has received from each beneficial owner thereof (collectively, the "**Beneficial Owners**") a duly completed and executed form of "Instructions to Registered Holder," a form of which is attached to the "Letter to Clients" accompanying this Letter of Transmittal, instructing the undersigned to take the action described in this Letter of Transmittal. Subject to, and effective upon, the Company's acceptance of the undersigned's election to exchange the Warrants described in Box 1 below, the undersigned hereby assigns and transfers to, or upon the order of, the Company, all right, title and interest in, to, and under the Warrants being exchanged hereby, waives any and all other rights with respect to such Warrants and releases and discharges the Company from any and all claims the undersigned may have now, or may have in the future, arising out of, or related to, such Warrants.

The undersigned hereby irrevocably constitutes and appoints the Depository as the true and lawful agent and attorney-in-fact of the undersigned with respect to the Warrants the undersigned is electing to exchange, with full power of substitution (the power of attorney being deemed to be an irrevocable power coupled with an interest), to deliver the Warrants the undersigned is electing to exchange to the Company or cause ownership of such Warrants to be transferred to, or upon the order of, the Company, on the books of the Depository and deliver all accompanying evidences of transfer and authenticity to, or upon the order of, the Company upon receipt by the Company's Depository, as the undersigned's agent, of the Shares to which the undersigned is entitled upon acceptance by the Company of the undersigned's election to exchange Warrants pursuant to the Offer.

Unless otherwise indicated under "Special Issuance Instructions" below (Box 2), please issue the Shares for the exchanged Warrants in the name(s) of the undersigned. Similarly, unless otherwise indicated under "Special Delivery Instructions" below (Box 3), please send or cause to be sent the certificates for the Shares (and accompanying documents, as appropriate) to the undersigned at the address shown above under "Description of Warrants" (on the cover page of this Letter of Transmittal) or to the account with the Depository or at DTC as indicated herein.

The undersigned understands that elections to exchange Warrants pursuant to the procedures described under Section 1, "General Terms" in the Offer Letter and in the instructions to this Letter of Transmittal will constitute a binding agreement between the undersigned and the Company upon the terms of the Offer set forth in the Offer Letter under the caption Section 1, "General Terms," and subject to the conditions of the Offer set forth in the Offer Letter under Section 10, "Conditions; Termination; Waivers; Extensions; Amendments," subject only to withdrawal of elections to exchange on the terms set forth in the Offer Letter under Section 3, "Withdrawal Rights." All authority conferred in this Letter of Transmittal or agreed to be conferred will survive the death, bankruptcy or incapacity of the undersigned and any Beneficial Owner(s), and every obligation of the undersigned of any Beneficial Owners under this Letter of Transmittal will be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned and such Beneficial Owner(s).

The undersigned hereby represents and warrants that it has full power and authority to exchange, assign and transfer the Warrants the undersigned has elected to exchange pursuant to this Letter of Transmittal. The undersigned and each Beneficial Owner will, upon request, execute and deliver any additional documents reasonably requested by the Company or the Company's Depositary as necessary or desirable to complete and give effect to the transactions contemplated hereby.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY BEFORE
COMPLETING THE BOXES.

- ☐ CHECK HERE IF THE WARRANTS ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER, AND COMPLETE BOX 4 BELOW.
Name: _____
Address: _____
-

Box 1
ELECTION TO EXCHANGE

A	B
Number of Warrants Being Exchanged	Shares to be Issued (Multiply Column A by 0.3333 and round UP to the nearest whole number)
_____	_____
_____	_____
_____	_____
_____	_____

- (1) No fractional Shares will be issued. Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares.

Box 2
SPECIAL ISSUANCE INSTRUCTIONS

To be completed ONLY if certificates for Shares issued in exchange for Warrants are to be issued in the name of someone other than the undersigned.

Issue Share certificates:
Name(s) _____

(please print)
Address(es) _____

Box 3
SPECIAL DELIVERY INSTRUCTIONS

To be completed **ONLY** if certificates for Shares issued in exchange for Warrants are to be mailed to someone other than the undersigned, or to the undersigned at an address other than that shown below.

Mail Certificates to:

Name(s) _____

(please print)

Address(es) _____

Box 4
USE OF BOOK-ENTRY TRANSFER

To be completed **ONLY** if delivery of Warrants is to be made by book-entry transfer.

Name of Tendering
Institution: _____
Participant Account
Number: _____
Transaction Code
Number: _____

Box 5
EXERCISING HOLDER SIGNATURE

PLEASE SIGN HERE
(To be completed by all Warrant Holders)
(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)
(Non U.S.-Holders Please Obtain and Complete IRS Form W-8BEN, IRS Form W-BEN-E or Other Applicable IRS Form W-8)
(Signature of Registered Holder(s) or Authorized Signatory)

Dated: _____, 2014

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on certificate(s) or on a security position or by person(s) authorized to become registered holder(s) by certificate(s) and documents transmitted with this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or another person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 5.)

Name(s)	_____
	(please print)
Address(es)	_____
Capacity (full title):	_____
Area Code and Telephone Number:	_____
Tax Identification or Social Security No.	_____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only; see Instruction 1)

Name of Firm:

Authorized Signature:

Name:

(please print)

Title:

Address:

Area Code and Telephone Number:

Dated: _____, 2011

**INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER**

1. GUARANTEE OF SIGNATURE.

No signature guarantee is required if either:

(a) this Letter of Transmittal is signed by the registered holder of the Warrants exactly as the name of the registered holder appears on the certificate tendered with this Letter of Transmittal and such owner has not completed the box entitled “Special Delivery Instructions” or “Special Issuance Instructions;” or

(b) such Warrants are tendered for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority (“**FINRA**”) or a commercial bank or trust company (not a savings bank or savings and loan association) having an office, branch or agency in the United States which is a participant in an approval Signature Guarantee Medallion Program (each such entity, an “**Eligible Institution**”); or

(c) the holders of such Warrants reside outside of the U.S. and are not otherwise tendering the Warrants in the U.S.

In all other cases, an Eligible Institution must guarantee all signatures on this Letter of Transmittal. See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES.

This Letter of Transmittal is to be used only if:

- certificates for Warrants are delivered with it to the Depositary; or
- the certificates will be delivered pursuant to a Notice of Guaranteed Delivery previously sent to the Depositary; or
- Warrants are exchanged pursuant to the procedure for tender by book-entry transfer set forth in SECTION 2 of the Offer Letter.

Unless Warrants are being tendered by book-entry transfer, as described below, (a) a properly completed and duly executed Letter of Transmittal or duly executed and manually signed facsimile copy of it, in accordance with the instructions of the Letter of Transmittal (including any required signature guarantees), (b) certificates for the Warrants being exchanged, and (c) any other documents required by the Letter of Transmittal should be mailed or delivered to the Depositary at the appropriate address set forth on the front page of this document and must be received by the Depositary prior to the expiration of the Offer. If certificates are forwarded to the Depositary in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

Warrants may be validly tendered pursuant to the procedures for book-entry transfer as described in the Offer Letter. In order for Warrants to be validly tendered by book-entry transfer, the Depositary must receive, prior to the Expiration Date, (a) confirmation of such delivery and (b) either a properly completed and executed Letter of Transmittal (or manually signed facsimile thereof) or an Agent’s Message if the tendering Warrant holder has not delivered a Letter of Transmittal, and (c) all documents required by the Letter of Transmittal. The term “**Agent’s Message**” means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC exchanging the Warrants that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against the participant. The term “**Book-Entry Confirmation**” means a timely confirmation of a book-entry transfer of Warrants into the Depositary’s account at DTC. If you are tendering by book-entry transfer, you must expressly acknowledge that you have received and agreed to be bound by the Letter of Transmittal and that the Letter of Transmittal may be enforced against you.

If your Warrant certificates are not immediately available, you cannot deliver your warrants and all other required documents to the Depositary or you cannot complete the procedure for delivery by book-entry transfer prior to the expiration date, you may tender your Warrants pursuant to the guaranteed delivery procedure set forth in the Offer Letter. Pursuant to such procedure:

- (i) such tender must be made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Company (with any required signature guarantees) must be received by the Depositary prior to the Expiration Date; and

(iii) the certificates for all physically delivered Warrants in proper form for transfer by delivery, or a confirmation of a book-entry transfer into the Depositary's account at DTC of all Warrants delivered electronically, in each case together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and any other documents required by this Letter of Transmittal, must be received by the Depositary within three NASDAQ Stock Market trading days after the date the Depositary receives such Notice of Guaranteed Delivery, all as provided in the Offer Letter.

The method of delivery of all documents, including Warrant certificates, the Letter of Transmittal and any other required documents, is at the election and risk of the tendering Warrant holder, and the delivery will be deemed made only when actually received by the Depositary. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

Except as specifically permitted by the Offer Letter, no alternative or contingent exchanges will be accepted.

3. *INADEQUATE SPACE*. If the space provided in the box captioned "Description of Warrants Exchanged" is inadequate, the certificate number(s) and/or the book-entry account number(s) and/or the number of Warrants should be listed on a separate signed schedule and attached to this Letter of Transmittal.

4. *WARRANTS EXCHANGED*. Warrant holders who choose to participate in the Offer may exchange some or all of such holder's Warrants pursuant to the terms of the Offer.

5. *SIGNATURES ON LETTER OF TRANSMITTAL*.

(a) If this Letter of Transmittal is signed by the registered holder(s) of the Warrants tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without any change whatsoever.

(b) If the Warrants are held of record by two or more persons or holders, all such persons or holders must sign this Letter of Transmittal.

(c) If any tendered Warrants are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or photocopies of it) as there are different registrations of certificates.

(d) When this Letter of Transmittal is signed by the registered holder(s) of the Warrants listed and transmitted hereby, no endorsement(s) of certificate(s) representing such Warrants or separate instruments of transfer are required. EXCEPT AS OTHERWISE PROVIDED IN INSTRUCTION 1, SIGNATURE(S) ON SUCH CERTIFICATE(S) MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION. If this Letter of Transmittal is signed by a person other than the registered holder(s) of the certificate(s) listed, the certificate(s) must be endorsed or accompanied by appropriate instruments of transfer, in either case signed exactly as the name(s) of the registered holder(s) appears on the certificate(s), and the signature(s) on such certificate(s) or share power(s) must be guaranteed by an Eligible Institution. See Instruction 1.

(e) If this Letter of Transmittal or any certificate(s) or share power(s) are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and must submit proper evidence satisfactory to the Company of the authority so to act. If the certificate has been issued in the fiduciary or representative capacity, no additional documentation will be required.

6. *SPECIAL DELIVERY AND SPECIAL ISSUANCE INSTRUCTIONS*. If certificates for Shares issued upon exchange of the Warrants are to be issued in the name of a person other than the signer of the Letter of Transmittal or if such certificates are to be sent to someone other than the person signing the Letter of Transmittal or to the signer at a different address, the boxes captioned "Special Issuance Instructions" and/or "Special Delivery Instructions" on this Letter of Transmittal must be completed as applicable and signatures must be guaranteed as described in Instruction 1.

7. **IRREGULARITIES.** All questions as to the number of Warrants to be accepted, the validity, form, eligibility (including time of receipt) and acceptance of any tender of Warrants will be determined by the Company in its sole discretion, which determinations shall be final and binding on all parties, subject to the judgment of any court that might provide otherwise. The Company reserves the absolute right to reject any or all tenders of Warrants it determines not to be in proper form or to reject those Warrants, the acceptance of which may, in the opinion of the Company's counsel, be unlawful, subject to the judgment of any court that might provide otherwise. The Company also reserves the absolute right to waive any of the conditions of the Offer (subject to the potential requirement to disseminate additional information and extend the Offer, as described in Section 10 of the Offer Letter, "Conditions; Termination; Waivers; Extensions; Amendments") and any defect or irregularity in the tender of any particular Warrant, and the Company's interpretation of the terms of the Offer (including these instructions) will be final and binding on all parties, subject to the judgment of any court that might provide otherwise. No tender of Warrants will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Company shall determine. Neither the Company nor any other person is or will be obligated to give notice of any defects or irregularities in tenders, and none of them will incur any liability for failure to give any such notice.

8. **SUBSTITUTE FORM W-9 AND FORM W-8.** To avoid backup withholding, a tendering Warrant holder is required to provide the Depository with a correct Taxpayer Identification Number ("**TIN**") on Substitute Form W-9, which is provided herewith, and to certify, under penalties of perjury, that such number is correct and that such Warrant holder is not subject to backup withholding of U.S. federal income tax, and that such Warrant holder is a U.S. person (as defined for U.S. federal income tax purposes). If a tendering Warrant holder has been notified by the Internal Revenue Service ("**IRS**") that such Warrant holder is subject to backup withholding, such Warrant holder must cross out item (2) of the Certification box of the Substitute Form W-9, unless such Warrant holder has since been notified by the IRS that such Warrant holder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering Warrant holder to U.S. federal income tax withholding on payments made in lieu of fractional shares. If the tendering Warrant holder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such Warrant holder should check the box in Part 3 of the Substitute Form W-9, and sign and date the Substitute Form W-9. If the box in Part 3 is checked and the Depository is not provided with a TIN by the time of payment, the Depository will withhold a portion of all payments to such Warrant holder until a TIN is provided to the Depository.

Certain Warrant holders (including, among others, all corporations and certain foreign individuals and entities) may not be subject to backup withholding. Foreign Warrant holders should submit an appropriate and properly completed IRS Form W-8, a copy of which may be obtained from the Depository, in order to avoid backup withholding. Such Warrant holders should consult a tax advisor to determine which Form W-8 is appropriate. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions.

9. **QUESTIONS AND REQUESTS FOR ASSISTANCE AND ADDITIONAL COPIES.** Please direct questions or requests for assistance, or for additional copies of the Offer Letter, Letter of Transmittal or other materials the Information Agent at:

Morrow & Co., LLC
470 West Avenue – 3rd Floor
Stamford, CT 06902
Banks and Brokerage Firms, please call (203) 658-9400
Warrant Holders, please call (800) 607-0088
You can email your questions and requests to: ENT.warrantinfo@morrowco.com

You can also contact the Financial Advisor at:

Piper Jaffray & Co.
50 California Street
San Francisco, CA 94111
Telephone: (415)-616-1611
Toll Free: (800) 214-0540

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A PHOTOCOPY THEREOF) TOGETHER WITH WARRANT CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE DEPOSITARY ON OR PRIOR TO 9:00 A.M., EASTERN TIME, ON THURSDAY, SEPTEMBER 11, 2014.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a warrant holder who is a U.S. person (as defined for U.S. federal income tax purposes) surrendering Warrants must, unless an exemption applies, provide the Depositary (as payer) with the warrant holder's correct TIN on IRS Form W-9 or on the Substitute Form W-9 included in this Letter of Transmittal. If the Warrant holder is an individual, the Warrant holder's TIN is such warrant holder's Social Security number. If the correct TIN is not provided, the Warrant holder may be subject to a \$50 penalty imposed by the IRS.

Certain Warrant holders (including, among others, corporations and certain foreign individuals and entities) may not be subject to backup withholding and reporting requirements. In order for an exempt foreign Warrant holder to avoid backup withholding, such person should complete, sign and submit an appropriate Form W-8 signed under penalties of perjury, attesting to his or her foreign status. A Form W-8 can be obtained from the Depositary. Such Warrant holders should consult a tax advisor to determine which Form W-8 is appropriate. Exempt Warrant holders, other than foreign warrant holders, should furnish their TIN, check the box in Part 4 of the Substitute Form W-9 and sign, date and return the Substitute Form W-9 to the Depositary in order to avoid erroneous backup withholding. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

If backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a Warrant holder. Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS.

Purpose of Substitute Form W-9

To prevent backup withholding on payments that are made to a Warrant holder with respect to Shares issued pursuant to the Offer, the Warrant holder is required to notify the Depositary of the Warrant holder's correct TIN by completing the Substitute Form W-9 included in this Letter of Transmittal certifying (1) that the TIN provided on the Substitute Form W-9 is correct (or that such warrant holder is awaiting a TIN), (2) that the Warrant holder is not subject to backup withholding because (i) the Warrant holder is exempt from backup withholding, (ii) the Warrant holder has not been notified by the IRS that the Warrant holder is subject to backup withholding as a result of a failure to report all interest and dividends or (iii) the IRS has notified the Warrant holder that the Warrant holder is no longer subject to backup withholding and (3) the Warrant holder is a U.S. person (as defined for U.S. federal income tax purposes).

What Number to Give the Depositary

The tendering Warrant holder is required to give the Depositary the TIN, generally the Social Security number or Employer Identification Number, of the record holder of the Warrants tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute W-9" for additional guidance on which number to report. If the tendering Warrant holder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, such Warrant holder should check the box in Part 3 of the Substitute Form W-9, sign and date the Substitute Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number, which appears in a separate box below the Substitute Form W-9. If the box in Part 3 of the Substitute Form W-9 is checked and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price until a TIN is provided to the Depositary. If the Depositary is provided with an incorrect TIN in connection with such payments, the Warrant holder may be subject to a \$50.00 penalty imposed by the IRS.

THIS FORM MUST BE COMPLETED BY ALL TENDERING U.S. HOLDERS

PAYER'S NAME:		
SUBSTITUTE FORM W-9	Part 1 —PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	Social Security Number or Employer Identification Number
Department of the Treasury Internal Revenue Service	CHECK APPROPRIATE BOX:	Part 3 —
Payer's Request for Taxpayer Identification Number ("TIN")	<input type="checkbox"/> Individual/Sole Proprietor	Awaiting TIN <input type="checkbox"/>
	<input type="checkbox"/> Corporation	Part 4 —
	<input type="checkbox"/> Partnership	Exempt <input type="checkbox"/>
	<input type="checkbox"/> Other	
Please fill in your name and address below.	Part 2—Certification — Under penalties of perjury, I certify that:	
Name	(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me);	
Address (Number and Street)	(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
City, State and Zip Code	(3) I am a U.S. Person (including a U.S. resident alien).	
	Certification Instructions —You must cross out Item (2) above if you have been notified by the IRS	
	Signature:	Date:

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a portion of all reportable payments made to me will be withheld, but that such amounts will be refunded to me if I then provide a Taxpayer Identification Number within sixty (60) days.

Signature: _____

Date: _____

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER.—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

WHAT NAME AND NUMBER TO GIVE THE PAYER

For this type of account:

1. Individual
2. Two or more individuals (joint account)
3. Custodian account of a minor (Uniform Gift to Minors Act)
4. a. The usual revocable savings trust (grantor is also trustee)
b. So-called trust account that is not a legal or valid trust under state law
5. Sole proprietorship or disregarded entity owned by an individual

Give name and SSN of:

- The individual
- The actual owner of the account or, if combined funds, the first individual on the account(1)
- The minor(2)
- The grantor-trustee(1)
- The actual owner(1)
- The owner(3)

For this type of account:

6. Disregarded entity not owned by an individual
7. A valid trust, estate or pension trust
8. Corporate or LLC electing corporate status on Form 8832
9. Association, club, religious, charitable, educational, or other tax-exempt organization
10. Partnership or multi-member LLC
11. A broker or registered nominee
12. Account with the Department of Agriculture in the name of a public entity (such as state or local government, school district, or prison) that receives agricultural program payments

Give name and EIN of:

- The owner
- The legal entity(4)
- The corporation
- The organization
- The partnership
- The broker or nominee
- The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's SSN.
- (3) You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one) but the IRS encourages you to use your SSN.
- (4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

- An organization exempt from tax under section 501(a), any IRA or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.

Payees that may be exempt from back-up withholding include the following:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the U.S., the District of Columbia or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- A trust exempt from tax under section 664 or described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A middleman known in the investment community as a nominee or custodian.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments, other than interest, dividends, and patronage dividends, that are not subject to information reporting, are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICE—Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold a portion of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION—Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

**NOTICE OF GUARANTEED DELIVERY
OF WARRANTS OF
GLOBAL EAGLE ENTERTAINMENT INC.
PURSUANT TO THE OFFER DATED AUGUST 13, 2014**

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if:

- Warrants are not immediately available or Warrant holders cannot deliver Warrants to American Stock Transfer & Trust Company, LLC (the "Depository") prior to the Expiration Date (as defined in the Offer Letter), or
- The procedure for book-entry transfer cannot be completed on a timely basis, or
- Time will not permit all required documents, including a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile of the Letter of Transmittal) and any other required documents, to reach the Depository prior to the Expiration Date.

The Offer Letter dated August 13, 2014 (the "Offer Letter") and the related Letter of Transmittal, as amended or supplemented from time to time, together constitute the "Offer."

TO: AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

IF DELIVERING BY MAIL:
AMERICAN STOCK TRANSFER & TRUST
COMPANY, LLC
OPERATIONS CENTER
ATTN: REORGANIZATION DEPARTMENT
P.O. BOX 2042
NEW YORK, NEW YORK 10272-2042

IF DELIVERING BY HAND OR COURIER:
AMERICAN STOCK TRANSFER & TRUST
COMPANY, LLC
OPERATIONS CENTER
ATTN: REORGANIZATION DEPARTMENT
6201 15TH AVENUE
BROOKLYN, NEW YORK 11219

BY FACSIMILE TRANSMISSION:

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC
FACSIMILE: (718) 234-5001
CONFIRM BY TELEPHONE: (877) 478-5038

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered by hand, mail, overnight courier or facsimile transmission to the Depository. See Section 2 of the Offer Letter.

For this notice to be validly delivered, it must be received by the Depository at the above address before the Offer expires. Delivery of this notice to another address will not constitute a valid delivery. Delivery to the Company, the information agent or the book-entry transfer facility will not be forwarded to the Depository and will not constitute a valid delivery.

This form is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined in the Letter of Transmittal) under the instructions to the Letter of Transmittal, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

By signing this Notice of Guaranteed Delivery, you exchange, upon the terms and subject to the conditions described in the Offer and the related Letter of Transmittal, receipt of which you hereby acknowledge, the number of Warrants specified below pursuant to the guaranteed delivery procedure described in Section 2 of the Offer Letter.

NUMBER OF WARRANTS EXCHANGED: _____

SIGNATURES

Signatures: _____

Name(s) of Warrant Holders(s): _____
(please type or print)

Certificate Nos.: _____

Address: _____
(Include Zip Code)

Daytime Area Code and Telephone Number: _____

Date: _____

If Warrants will be delivered by book-entry transfer, provide the Account Number.

Account Number(s): _____

GUARANTEE OF DELIVERY
(Not to be Used for Signature Guarantee)

The undersigned, a bank, broker dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as that term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended, (each of the foregoing constituting an "*Eligible Institution*"), guarantees delivery to the Depository of the Warrants tendered, in proper form for transfer, or a confirmation that the Warrants tendered have been delivered pursuant to the procedure for book-entry transfer described in the Offer Letter into the Depository's account at the book-entry transfer facility, in each case together with a properly completed and duly executed Letter(s) of Transmittal (or a facsimile(s) thereof), or an Agent's Message in the case of a book-entry transfer, and any other required documents, all within three NASDAQ Stock Market trading days after the date of receipt by the Depository of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the Letter of Transmittal and certificates for Warrants to the Depository within the time set forth above. Failure to do so could result in a financial loss to such Eligible Institution.

Name of Firm: _____

Authorized Signature: _____

Name: _____
(Please Print)

Title: _____

Address: _____

Areas Code(s) and Telephone Number(s): _____

Dated: _____, 2014

NOTE: DO NOT SEND WARRANTS WITH THIS FORM. WARRANTS SHOULD BE SENT WITH THE LETTER OF TRANSMITTAL.

**OFFER TO EXCHANGE
BY
GLOBAL EAGLE ENTERTAINMENT INC.
UP TO 15,000,000 OF ITS OUTSTANDING WARRANTS
FOR SHARES OF ITS COMMON STOCK
AT AN EXCHANGE RATIO OF 0.3333 SHARES FOR EACH WARRANT**

THE OFFER PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON SEPTEMBER 11, 2014, UNLESS THE OFFER PERIOD IS EXTENDED.

August 13, 2014

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration are the Offer to Exchange Letter, dated August 13, 2014 (the “*Offer Letter*”), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the “*Offer*”), in connection with the offer by Global Eagle Entertainment Inc., a Delaware corporation (the “*Company*”), to the holders of the Company’s issued and outstanding warrants exercisable for shares of the Company’s common stock, par value \$0.0001 per share (the “*Shares*”), at an exercise price of \$11.50 per share (the “*Warrants*”), to permit, during the Offer Period, the exchange of one Warrant for 0.3333 Shares (approximately one Share for every three Warrants tendered), up to a maximum of 15,000,000 Warrants, subject to proration, as described in the Offer Letter. Because of the proration provisions described in the Offer Letter, the Company may purchase less than all of the Warrants tendered by a Warrant holder if more than an aggregate of 15,000,000 Warrants are properly tendered and not properly withdrawn. The “*Offer Period*” is the period of time commencing on August 13, 2014 and ending at 9:00 a.m., Eastern Time, on September 11, 2014, or such later date to which the Company may extend the Offer (the “*Expiration Date*”).

NO FRACTIONAL SHARES WILL BE ISSUED. WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

WARRANTS NOT EXCHANGED FOR SHARES WILL EXPIRE IN ACCORDANCE WITH THEIR TERMS ON JANUARY 31, 2018 AND OTHERWISE REMAIN SUBJECT TO THEIR ORIGINAL TERMS.

Enclosed with this letter are copies of the following documents:

1. Letter of Transmittal, for your use in accepting the Offer and exchanging Warrants and for the information of your clients;
2. Notice of Guaranteed Delivery with respect to Warrants, to be used to accept the Offer in the event (a) your Warrants are not immediately available, (b) the procedure for book-entry transfer cannot be completed on a timely basis, or (c) time will not permit all required documents to reach the Depositary prior to the Expiration Date (as defined in the Offer Letter); and
3. Form of letter that may be sent to your clients for whose accounts you hold Warrants registered in your name or in the name of your nominee, along with an Instruction Form provided for obtaining such client’s instructions with regard to the Offer.

Certain conditions to the Offer are described in Section 10 of the Offer Letter.

We urge you to contact your clients promptly. Please note that the Offer Period and withdrawal rights will expire at 9:00 a.m, Eastern Time, on September 11, 2014, unless the Offer Period is extended.

Other than as described herein, the Company will not pay any fees or commissions to any broker or dealer or other person (other than the Depositary, the Information Agent, and the Financial Advisor as described in the Offer Letter) in connection with the tenders of Warrants pursuant to the Offer. However, the Company will, on request, reimburse you for customary mailing and handling expenses incurred by you in forwarding copies of the enclosed Offer materials to your clients.

Questions regarding the Offer may be directed to Morrow & Co., LLC, as Information Agent, at 470 West Avenue – 3rd Floor, Stamford, CT 06902 (telephone number: (203) 658-9400 or toll free: (800) 607-0088) and email: ENT.warrantinfo@morrowco.com), to Piper Jaffray & Co., as the Financial Advisor, at 50 California Street, San Francisco, CA 94111 (telephone number (415) 616-1611 or toll-free at (800) 214-0540), or to American Stock Transfer & Trust Company, LLC, as Depositary, Attention: Reorganization Department at 6201 15th Avenue, Brooklyn, NY 11219 (telephone number: (718) 921-8317 or toll free: (877) 248-6417).

Very truly yours,

Global Eagle Entertainment Inc.

Nothing contained in this letter or in the enclosed documents shall render you or any other person the agent of the Company, the Depositary, the Financial Advisor, the Information Agent or any affiliate of any of them or authorize you or any other person affiliated with you to give any information or use any document or make any statement on behalf of any of them with respect to the Offer other than the enclosed documents and the statements contained therein.

**OFFER TO EXCHANGE
BY
GLOBAL EAGLE ENTERTAINMENT INC.
UP TO 15,000,000 OF ITS OUTSTANDING WARRANTS
FOR SHARES OF ITS COMMON STOCK
AT AN EXCHANGE RATIO OF 0.3333 SHARES FOR EACH WARRANT**

THE OFFER PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON SEPTEMBER 11, 2014, UNLESS THE OFFER PERIOD IS EXTENDED.

To Our Clients:

Enclosed for your consideration are the Offer to Exchange Letter, dated August 13, 2014 (the “*Offer Letter*”), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the “*Offer*”), in connection with the offer by Global Eagle Entertainment Inc., a Delaware corporation (the “*Company*”), to the holders of the Company’s issued and outstanding warrants exercisable for shares of the Company’s common stock, par value \$0.0001 per share (the “*Shares*”), at an exercise price of \$11.50 per share (the “*Warrants*”), to permit, during the Offer Period, the exchange of one Warrant for 0.3333 Shares (approximately one Share for every three Warrants tendered), up to a maximum of 15,000,000 Warrants, subject to proration, as described in the Offer Letter. Because of the proration provisions described in the Offer Letter, the Company may purchase less than all of the Warrants tendered by a Warrant holder if more than an aggregate of 15,000,000 Warrants are properly tendered and not properly withdrawn. The “*Offer Period*” is the period of time commencing on August 13, 2014 and ending at 9:00 a.m., Eastern Time, on September 11, 2014, or such later date to which the Company may extend the Offer (the “*Expiration Date*”).

NO FRACTIONAL SHARES WILL BE ISSUED. WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

WARRANTS NOT EXCHANGED FOR SHARES WILL EXPIRE IN ACCORDANCE WITH THEIR TERMS ON JANUARY 31, 2018 AND OTHERWISE REMAIN SUBJECT TO THEIR ORIGINAL TERMS.

You may tender and exchange some or all of your Warrants. *Please follow the instructions in this document and the related documents, including the accompanying Letter of Transmittal, to submit your Warrants.*

On the terms and subject to the conditions of the Offer, the Company will allow you to exchange all Warrants properly tendered before the Expiration Date and not properly withdrawn at an exchange rate of 0.3333 Shares for each Warrant, subject to reduction on a pro rata basis in the event that greater than 15,000,000 Warrants are properly tendered and not properly withdrawn.

We are the owner of record of warrants held for your account. As such, we are the only ones who can exchange and tender your Warrants, and then only pursuant to your instructions. **We are sending you the Letter of Transmittal for your information only; you cannot use it to exchange and tender Warrants we hold for your account.**

Please instruct us as to whether you wish us to exchange any or all of the Warrants we hold for your account on the terms and subject to the conditions of the Offer.

Please note the following:

1. You may exchange your Warrants at the rate of 0.3333 Shares for one Warrant of the Company.
 2. The Offer is subject to certain conditions set forth in Section 10 of the Offer Letter.
-

3. The Offer and withdrawal rights will expire at 9:00 a.m., Eastern Time, on Thursday, September 11, 2014, unless the Company extends the Offer.
4. The Offer is for up to 15,000,000 Warrants, constituting 65.7% of the issued and outstanding Warrants of the Company as of August 13, 2014.
5. Tendering Warrant holders who are registered Warrant holders or who tender their Warrants directly to American Stock Transfer & Trust Company, LLC will not be obligated to pay any brokerage commissions.

If you wish to have us exchange any or all of your Warrants, please so instruct us by completing, executing, detaching and returning to us the attached Instruction Form. If you authorize us to exchange your Warrants, we will tender for exchange all your Warrants unless you specify otherwise on the attached Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit a tender on your behalf before the Expiration Date of the Offer. Please note that the Offer Period and withdrawal rights will expire at 9:00 a.m., Eastern Time, on Thursday, September 11, 2014, unless the Offer Period is extended.

The Offer is being made solely under the Offer Letter and the Letter of Transmittal and is being made to all holders of Warrants. The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Warrants residing in any jurisdiction in which the making of the tender offer or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.

The Company's board of directors (excluding those directors who own Warrants) has approved the Offer. However, neither the Company's management nor its board of directors, officers, or employees, nor Financial Advisor, the Depositary or the Information Agent, makes any recommendation to any Warrant holder as to whether to exchange or refrain from tendering and exchanging any Warrants. The Company has not authorized any person to make any recommendation. You should carefully evaluate all information in the Offer and should consult your own investment and tax advisors. You must decide whether to exchange your Warrants and, if so, how many Warrants to exchange. In doing so, you should read carefully the information in the Offer Letter and the Letter of Transmittal.

**INSTRUCTION FORM
WITH RESPECT TO THE
OFFER TO EXCHANGE
BY
GLOBAL EAGLE ENTERTAINMENT INC.
UP TO 15,000,000 OF ITS OUTSTANDING WARRANTS
FOR SHARES OF ITS COMMON STOCK
AT AN EXCHANGE RATIO OF 0.3333 SHARES FOR EACH WARRANT**

The undersigned acknowledges receipt of your letter and the enclosed Offer to Exchange Letter, dated August 13, 2014 (the “**Offer Letter**”), and the Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the “**Offer**”), in connection with the offer by Global Eagle Entertainment Inc. (the “**Company**”), a Delaware corporation, to the holders of the Company’s issued and outstanding warrants exercisable for shares of the Company’s common stock, par value \$0.0001 per share (the “**Shares**”), at an exercise price of \$11.50 per share (the “**Warrants**”) to permit the exchange of one Warrant for 0.3333 Shares (approximately one Share for every three Warrants tendered). The undersigned acknowledges that, because of the proration provisions described in the Offer Letter, the Company may purchase less than all of the Warrants tendered by a Warrant holder if more than an aggregate of 15,000,000 Warrants are properly tendered and not properly withdrawn. The “**Offer Period**” is the period of time commencing on August 13, 2014 and ending at 9:00 a.m., Eastern Time, on Thursday, September 11, 2014, or such later date to which the Company may extend the Offer (the “**Expiration Date**”).

The undersigned hereby instructs you to exchange the number of Warrants indicated below or, if no number is indicated, all Warrants you hold for the account of the undersigned, on the terms and subject to the conditions of the Offer.

By participating in the Offer, the undersigned acknowledges that: (i) the Offer is discretionary and may be extended, modified, suspended or terminated by the Company as provided in the Offer Letter; (ii) such Warrant holder is voluntarily participating in the Offer; (iii) the future value of the Warrants is unknown and cannot be predicted with certainty; (iv) such Warrant holder has read the Offer Letter; (v) such Warrant holder has consulted his, her or its tax and financial advisors with regard to how the Offer will impact the tendering Warrant holder’s specific situation; (vi) any foreign exchange obligations triggered by such Warrant holder’s tender of Warrants or receipt of proceeds are solely his, her or its responsibility; and (vii) regardless of any action that the Company takes with respect to any or all income/capital gains tax, social security or insurance tax, transfer tax or other tax-related items (“**Tax Items**”) related to the Offer and the disposition of Warrants, such Warrant holder acknowledges that the ultimate liability for all Tax Items is and remains his, her or its sole responsibility. In that regard, a tender of Warrants authorizes the Company to withhold all applicable Tax Items potentially payable by a tendering Warrant holder. The Company’s acceptance for payment of Warrants tendered pursuant to the Offer will constitute a binding agreement between the tendering Warrant holder and the Company upon the terms and subject to certain conditions of the Offer.

(continued on following page)

Number of Warrants to be exchanged by you for the account of the undersigned: _____

* No fractional Shares will be issued. Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares.

**Unless otherwise indicated, it will be assumed that all Warrants held by us for your account are to be exchanged.

Signature(s): _____

Name(s): _____
(Please Print)

Taxpayer Identification Number: _____

Address(es): _____
(Including Zip Code)

Area Code/Phone Number: _____

Date: _____, 2014

**Global Eagle Entertainment Commences Offer to Exchange
Common Stock for up to 15,000,000 Outstanding Warrants**

Los Angeles, California, August 13, 2014 – Global Eagle Entertainment Inc. (NASDAQ: ENT) (“Global Eagle,” the “Company,” “we” or “our”) today announced that it has commenced an offer to exchange (“Offer to Exchange”) 0.3333 shares of the Company’s common stock (“Shares”) for each outstanding Company warrant exercisable for Shares at an exercise price of \$11.50 per Share (the “Warrants”) (approximately one Share for every three Warrants tendered), up to a maximum of 15,000,000 Warrants.

The Offer to Exchange commenced today and will expire, unless extended, at 9:00 a.m., Eastern Time, on Thursday, September 11, 2014. Tenders of Warrants must be made prior to the expiration of the Offer to Exchange and may be withdrawn at any time prior to the expiration of the Offer to Exchange.

The purpose of the Offer to Exchange is to reduce the number of Shares that would become outstanding upon the exercise of Warrants. Warrants eligible to be tendered pursuant to the Offer to Exchange (subject to proration as described below) include 15,791,262 Warrants issued in the Company’s initial public offering (OTC: ENTWW) and 7,040,001 Warrants issued in a private placement to the Company’s founders in connection with the Company’s initial public offering. No other warrants (including those warrants the Company assumed upon completion of the Company’s business combination transaction on January 31, 2013) are eligible to be tendered.

The Offer to Exchange is not conditioned on the tender of any minimum number of Warrants. The Offer to Exchange is, however, subject to certain customary conditions.

Global Eagle will exchange all Warrants properly tendered and not properly withdrawn prior to the expiration of the Offer to Exchange, subject to proration, as specified in the Offer to Exchange Letter that was filed with the U.S. Securities and Exchange Commission (the “SEC”) and is being distributed to Warrant holders. Because of the proration provisions described in the Offer to Exchange Letter, the Company may exchange less than all of the Warrants tendered by a Warrant holder if more than an aggregate of 15,000,000 Warrants are properly tendered and not properly withdrawn.

The Company’s officers and directors are eligible to tender Warrants pursuant to the Offer to Exchange. Two of our directors, Harry E. Sloan and Jeff Sagansky, hold an aggregate of 7,040,001 Warrants and have agreed to tender all of their Warrants.

None of the Company, its board of directors, officers or employees, nor the financial advisor, depositary or the information agent makes any recommendations to Warrant holders as to whether to tender or refrain from tendering their Warrants pursuant to the Offer to Exchange Letter. Warrant holders must decide how many Warrants they will tender, if any.

In the second quarter of 2014, the Board of Directors authorized the Company to repurchase up to \$25.0 million of the Company’s public Warrants. As of June 30, 2014, \$23.6 million was available for Warrant repurchases under this authorization. There has been no change to this program as a result of the Offer to Exchange. The amount the Company spends and the number of Warrants repurchased varies based on a variety of factors including the stock price, blackout periods in which we are restricted from repurchasing warrants and/or applicable law.

The financial advisor for the Offer to Exchange is Piper Jaffray & Co. The information agent for the Offer to Exchange is Morrow & Co., LLC. The depositary for the Offer to Exchange is American Stock Transfer & Trust Company, LLC. The Offer to Exchange, Letter of Transmittal and related documents are being mailed to Warrant holders of record and will be made available for distribution to beneficial owners of the Warrants.

Additional Information. This press release is for informational purposes only and is not an offer to purchase or a solicitation of an offer to sell securities. The Offer to Exchange described above is made only pursuant to a Tender Offer Statement on Schedule TO and related exhibits, including the Offer to Exchange Letter, Letter of Transmittal and other related documents, filed with the SEC. Warrant holders should read the Tender Offer Statement on Schedule TO, Offer to Exchange Letter, Letter of Transmittal and related exhibits, as they contain important information about the Offer to Exchange. Warrant holders can obtain these documents free of charge from the SEC’s website at www.sec.gov, or by directing a request to the information agent for the Offer to Exchange, Morrow & Co., LLC, toll-free (800) 607-0088 (banks and brokerage firms, please call (203) 658-9400).

Forward-Looking Statements

We make forward-looking statements in this press release. These forward-looking statements relate to expectations or forecasts for future events, including without limitation, completion of the Offer to Exchange, 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, as amended, and subsequently filed reports on Form 10-Q, as amended. 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.

About Global Eagle Entertainment

Global Eagle Entertainment Inc. (Nasdaq: ENT) is a worldwide provider of media content, technology, and connectivity solutions to the travel industry. Through the industry’s most comprehensive product and services platform, Global Eagle Entertainment provides airlines with a wide range of inflight solutions. These include Wi-Fi, movies, television, music, interactive software, as well as portable IFE solutions, content management services, e-commerce solutions and original content development. Serving over 150 airlines worldwide, Global Eagle Entertainment delivers exceptional quality and value to its customers to help them achieve their passenger experience objectives. The company’s headquarters are located in Los Angeles, California, with offices and teams located in North America, Asia, the Middle East, Europe, Africa, Oceania and South America. Find out more at www.globaleagleent.com

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TENDER SUPPORT AGREEMENT

This TENDER SUPPORT AGREEMENT (this "*Agreement*"), dated as of August 13, 2014, is by and among Global Eagle Entertainment Inc., a Delaware corporation (the "*Company*") and Harry E. Sloan (the "*Warrantholder*").

W I T N E S S E T H

WHEREAS, the Company is making an offer, upon the terms and conditions set forth in its Offer to Exchange Letter ("*Offer Letter*") and the related Letter of Transmittal (which together constitute the "*Offer*") which will be filed on the date hereof with the Securities and Exchange Commission ("*SEC*"), to all holders of the Company's issued and outstanding warrants exercisable for shares of the Company's common stock, par value \$0.0001 per share (the "*Shares*"), at an exercise price of \$11.50 per Share (the "*Warrants*"), to exchange during the Offer Period (as defined in the Offer Letter) 0.3333 Shares for every Warrant tendered, up to a maximum of 15,000,000 Warrants;

WHEREAS, as of the date of this Agreement, the Warrantholder is the beneficial owner of the number of Warrants set forth opposite his name on Schedule 1 to this Agreement (the "*Currently Owned Warrants*"); and

WHEREAS, as a condition to the Company's willingness to conduct the Offer, the Company has required that the Warrantholder agree, and the Warrantholder has agreed, to enter into this Agreement and abide by the covenants and obligations set forth in this Agreement, including, without limitation, to validly tender in the Offer all of the Currently Owned Warrants (and not withdraw from the Offer any such Currently Owned Warrants);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party to this Agreement, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Tender.

(a) The Warrantholder agrees that as promptly as practicable after the commencement of the Offer, and in any event no later than the 10th Business Day following the commencement of the Offer, the Warrantholder shall tender into the Offer all of the Currently Owned Warrants beneficially owned by the Warrantholder.

(b) The Warrantholder agrees that once Currently Owned Warrants are tendered into the Offer, without the prior written consent of the Company in its sole discretion, he shall not, and shall not be permitted to, withdraw or cause to be withdrawn the tender of such Currently Owned Warrants unless the Offer shall have been terminated.

2. Representations and Warranties. The Warrantholder hereby represents and warrants to the Company as follows:

2.1 Power; Due Authorization; Binding Agreement. Such Warrantholder has full legal capacity, power and authority to execute and deliver this Agreement, to perform his obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by such Warrantholder and constitutes a valid and binding agreement of such Warrantholder, enforceable against such Warrantholder in accordance with its terms.

2.2 Ownership of Shares. Such Warrantholder's Currently Owned Warrants are beneficially owned and owned of record by such Warrantholder. Such Warrantholder has good and valid title to the Currently Owned Warrants, free and clear of any liens, claims or encumbrances that would prevent such Warrantholder from tendering its Currently Owned Warrants in accordance with this Agreement or complying with its other obligations under this Agreement. Such Warrantholder has and will have at all times through the Offer Period sole voting and dispositive power with respect to all of the Currently Owned Warrants and will be entitled to vote and dispose of all of the Currently Owned Warrants.

2.3 No Conflicts. The execution and delivery of this Agreement by such Warrantholder does not, and the performance of the terms of this Agreement by such Warrantholder will not, (a) require such Warrantholder to obtain the consent or approval of, or make any filing with or notification to, any Governmental Entity (other than filing an amendment to a Schedule 13D or the filing of other documents with the Securities and Exchange Commission or regulatory bodies of foreign jurisdictions), (b) require the consent or approval of any other person pursuant to any agreement, obligation or instrument binding on such Warrantholder or its properties and assets, (c) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to such Warrantholder or pursuant to which any of its properties or assets are bound or (d) violate any other agreement to which such Warrantholder is a party, including, without limitation, any voting agreement, Warrantholder agreement, irrevocable proxy or voting trust, except in each case for such consents, approvals, filings, conflicts or violations as would not prevent, impede or delay the performance by such Warrantholder of its obligations hereunder. The Currently Owned Warrants are not, with respect to the voting or transfer of such Currently Owned Warrants, subject to any other agreement, including any voting agreement, shareholder agreement, irrevocable proxy or voting trust.

2.4 Absence of Litigation. As of the date of this Agreement, there is no action pending or, to the knowledge of such Warrantholder, threatened against or affecting such Warrantholder and/or any of its affiliates before or by any governmental entity that would reasonably be expected to impair the ability of such Warrantholder to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement on a timely basis.

2.5 Acknowledgment. Such Warrantholder understands and acknowledges that the Company is conducting the Offer in reliance upon such Warrantholder's execution, delivery and performance of this Agreement.

3. Certain Covenants of the Warrantholder. The Warrantholder hereby covenants and agrees with the Company as follows:

3.1 Restriction on Transfer. Until the termination of this Agreement in accordance with its terms, except for any action contemplated by Section 1, such Warrantholder shall not, directly or indirectly, either voluntarily or involuntarily, (i) sell, transfer, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment or other disposition of, or limitation on the voting rights of, any of the Currently Owned Warrants (any such action, a "Transfer") (provided that the Warrantholder may (a) exercise any of his Currently Owned Warrants in accordance with the terms thereof, and (b) sell, transfer, assign or otherwise dispose of any Currently Owned Warrants to any affiliate of such so long as, prior to effecting any such transaction, such affiliate has agreed to become a party hereto as a "Warrantholder" and bound by all of the obligations applicable to a "Warrantholder" hereunder), (ii) take any action that would cause any representation or warranty of such Warrantholder contained in this Agreement to become untrue or incorrect or have the effect of preventing or disabling such Warrantholder from performing its obligations under this Agreement, or (iii) commit or agree to take any of the foregoing actions.

3.2 Documentation and Information. The Warrantholder (i) consents to and authorizes the publication and disclosure by the Company of its identity and holding of the Currently Owned Warrants, and the nature of such Warrantholder's commitments, arrangements and understandings under this Agreement, in any press release, the Offer Letter, or any other disclosure document required in connection with the Offer, and (ii) agrees as promptly as practicable to give to the Company any information related to the foregoing that the Company may reasonably require for any such disclosure documents. The Warrantholder agrees to notify the Company as promptly as practicable of any required corrections with respect to any information supplied by it specifically for use in any such disclosure document, if and to the extent such Warrantholder becomes aware that any such information shall have become false or misleading in any material respect.

3.3 Further Assurances. From time to time, at the request of the Company and without further consideration, the Warrantholder shall execute and deliver such additional documents and take all such further action as may be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

4. Miscellaneous.

4.1 Termination of this Agreement. This Agreement shall terminate upon the earlier to occur of (i) the termination of the Offer, without any Warrants being accepted for exchange thereunder, (ii) the date of any modification, waiver, change or amendment of the Offer after the date hereof that results in a (A) decrease in the number of Shares issuable upon exchange of each Warrant, or (B) change in the form of consideration to be paid in the Offer, or (iii) November 30, 2014 if, on or prior to such date, the Offer has not been consummated.

4.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 4.1, this Agreement shall become void and of no effect with no liability on the part of any party; provided, however, no such termination shall relieve any party from any liability for any breach of this Agreement occurring prior to such termination.

4.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.4 Amendments. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties to this Agreement.

4.5 Notices. All notices, requests and other communications to any party under this Agreement shall be in writing and shall be deemed given if delivered personally, facsimiled (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the Company's principal offices or such other address or facsimile number as such party may hereafter specify by like notice to the other parties to this Agreement. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m., local time, in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

4.6 Governing Law; Jurisdiction; Waiver of Jury Trial. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

(b) Each of the parties to this Agreement (a) irrevocably submit itself to the personal jurisdiction of the Delaware Court of Chancery (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware) in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Delaware Court of Chancery (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware). The parties to this Agreement agree that a final judgment in any action or proceeding brought shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. Each of the parties to this Agreement hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 4.6, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by the applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter of this Agreement, may not be enforced in or by such courts. Each of the parties to this Agreement hereby consents to service being made through the notice procedures set forth in Section 4.5 and agrees that service of any process, summons, notice or document by registered mail (return receipt requested and first-class postage prepaid) to the respective addresses set forth in Section 4.5 shall be effective service of process for any suit or proceeding in connection with this Agreement or the transactions contemplated by this Agreement. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any person other than the parties to this Agreement.

(c) EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES TO THIS AGREEMENT HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 4.6(c).

4.7 Specific Performance. The parties agree that irreparable damage would occur and that the Company would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the Warrantholder in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, this being in addition to any other remedy to which it is entitled at law or in equity. The parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

4.8 No Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, and any assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. Any purported assignment not permitted under this Section 4.8 shall be null and void.

4.9 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Agreement shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by telecopy, telefax or electronic transmission shall be considered original executed counterparts for purposes of this Section 4.9 provided that receipt of copies of such counterparts is confirmed.

4.11 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GLOBAL EAGLE ENTERTAINMENT INC.

By: _____
Name:
Title:

Harry E. Sloan

[Signature Page to Tender Support Agreement]

SCHEDULE 1

Details of Ownership

<u>Warrantholder</u>	<u>Currently Owned Warrants</u>
Harry E. Sloan	5,280,001

TENDER SUPPORT AGREEMENT

This TENDER SUPPORT AGREEMENT (this "*Agreement*"), dated as of August 13, 2014, is by and among Global Eagle Entertainment Inc., a Delaware corporation (the "*Company*") and Jeff Sagansky (the "*Warrantholder*").

W I T N E S S E T H

WHEREAS, the Company is making an offer, upon the terms and conditions set forth in its Offer to Exchange Letter ("*Offer Letter*") and the related Letter of Transmittal (which together constitute the "*Offer*") which will be filed on the date hereof with the Securities and Exchange Commission ("*SEC*"), to all holders of the Company's issued and outstanding warrants exercisable for shares of the Company's common stock, par value \$0.0001 per share (the "*Shares*"), at an exercise price of \$11.50 per Share (the "*Warrants*"), to exchange during the Offer Period (as defined in the Offer Letter) 0.3333 Shares for every Warrant tendered, up to a maximum of 15,000,000 Warrants;

WHEREAS, as of the date of this Agreement, the Warrantholder is the beneficial owner of the number of Warrants set forth opposite his name on Schedule 1 to this Agreement (the "*Currently Owned Warrants*"); and

WHEREAS, as a condition to the Company's willingness to conduct the Offer, the Company has required that the Warrantholder agree, and the Warrantholder has agreed, to enter into this Agreement and abide by the covenants and obligations set forth in this Agreement, including, without limitation, to validly tender in the Offer all of the Currently Owned Warrants (and not withdraw from the Offer any such Currently Owned Warrants);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party to this Agreement, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Tender.

(a) The Warrantholder agrees that as promptly as practicable after the commencement of the Offer, and in any event no later than the 10th Business Day following the commencement of the Offer, the Warrantholder shall tender into the Offer all of the Currently Owned Warrants beneficially owned by the Warrantholder.

(b) The Warrantholder agrees that once Currently Owned Warrants are tendered into the Offer, without the prior written consent of the Company in its sole discretion, he shall not, and shall not be permitted to, withdraw or cause to be withdrawn the tender of such Currently Owned Warrants unless the Offer shall have been terminated.

2. Representations and Warranties. The Warrantholder hereby represents and warrants to the Company as follows:

2.1 Power; Due Authorization; Binding Agreement. Such Warrantholder has full legal capacity, power and authority to execute and deliver this Agreement, to perform his obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by such Warrantholder and constitutes a valid and binding agreement of such Warrantholder, enforceable against such Warrantholder in accordance with its terms.

2.2 Ownership of Shares. Such Warrantholder's Currently Owned Warrants are beneficially owned and owned of record by such Warrantholder. Such Warrantholder has good and valid title to the Currently Owned Warrants, free and clear of any liens, claims or encumbrances that would prevent such Warrantholder from tendering its Currently Owned Warrants in accordance with this Agreement or complying with its other obligations under this Agreement. Such Warrantholder has and will have at all times through the Offer Period sole voting and dispositive power with respect to all of the Currently Owned Warrants and will be entitled to vote and dispose of all of the Currently Owned Warrants.

2.3 No Conflicts. The execution and delivery of this Agreement by such Warrantholder does not, and the performance of the terms of this Agreement by such Warrantholder will not, (a) require such Warrantholder to obtain the consent or approval of, or make any filing with or notification to, any Governmental Entity (other than filing an amendment to a Schedule 13D or the filing of other documents with the Securities and Exchange Commission or regulatory bodies of foreign jurisdictions), (b) require the consent or approval of any other person pursuant to any agreement, obligation or instrument binding on such Warrantholder or its properties and assets, (c) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to such Warrantholder or pursuant to which any of its properties or assets are bound or (d) violate any other agreement to which such Warrantholder is a party, including, without limitation, any voting agreement, Warrantholder agreement, irrevocable proxy or voting trust, except in each case for such consents, approvals, filings, conflicts or violations as would not prevent, impede or delay the performance by such Warrantholder of its obligations hereunder. The Currently Owned Warrants are not, with respect to the voting or transfer of such Currently Owned Warrants, subject to any other agreement, including any voting agreement, shareholder agreement, irrevocable proxy or voting trust.

2.4 Absence of Litigation. As of the date of this Agreement, there is no action pending or, to the knowledge of such Warrantholder, threatened against or affecting such Warrantholder and/or any of its affiliates before or by any governmental entity that would reasonably be expected to impair the ability of such Warrantholder to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement on a timely basis.

2.5 Acknowledgment. Such Warrantholder understands and acknowledges that the Company is conducting the Offer in reliance upon such Warrantholder's execution, delivery and performance of this Agreement.

3. Certain Covenants of the Warrantholder. The Warrantholder hereby covenants and agrees with the Company as follows:

3.1 Restriction on Transfer. Until the termination of this Agreement in accordance with its terms, except for any action contemplated by Section 1, such Warrantholder shall not, directly or indirectly, either voluntarily or involuntarily, (i) sell, transfer, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment or other disposition of, or limitation on the voting rights of, any of the Currently Owned Warrants (any such action, a "Transfer") (provided that the Warrantholder may (a) exercise any of his Currently Owned Warrants in accordance with the terms thereof, and (b) sell, transfer, assign or otherwise dispose of any Currently Owned Warrants to any affiliate of such so long as, prior to effecting any such transaction, such affiliate has agreed to become a party hereto as a "Warrantholder" and bound by all of the obligations applicable to a "Warrantholder" hereunder), (ii) take any action that would cause any representation or warranty of such Warrantholder contained in this Agreement to become untrue or incorrect or have the effect of preventing or disabling such Warrantholder from performing its obligations under this Agreement, or (iii) commit or agree to take any of the foregoing actions.

3.2 Documentation and Information. The Warrantholder (i) consents to and authorizes the publication and disclosure by the Company of its identity and holding of the Currently Owned Warrants, and the nature of such Warrantholder's commitments, arrangements and understandings under this Agreement, in any press release, the Offer Letter, or any other disclosure document required in connection with the Offer, and (ii) agrees as promptly as practicable to give to the Company any information related to the foregoing that the Company may reasonably require for any such disclosure documents. The Warrantholder agrees to notify the Company as promptly as practicable of any required corrections with respect to any information supplied by it specifically for use in any such disclosure document, if and to the extent such Warrantholder becomes aware that any such information shall have become false or misleading in any material respect.

3.3 Further Assurances. From time to time, at the request of the Company and without further consideration, the Warrantholder shall execute and deliver such additional documents and take all such further action as may be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

4. Miscellaneous.

4.1 Termination of this Agreement. This Agreement shall terminate upon the earlier to occur of (i) the termination of the Offer, without any Warrants being accepted for exchange thereunder, (ii) the date of any modification, waiver, change or amendment of the Offer after the date hereof that results in a (A) decrease in the number of Shares issuable upon exchange of each Warrant, or (B) change in the form of consideration to be paid in the Offer, or (iii) November 30, 2014 if, on or prior to such date, the Offer has not been consummated.

4.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 4.1, this Agreement shall become void and of no effect with no liability on the part of any party; provided, however, no such termination shall relieve any party from any liability for any breach of this Agreement occurring prior to such termination.

4.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.4 Amendments. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties to this Agreement.

4.5 Notices. All notices, requests and other communications to any party under this Agreement shall be in writing and shall be deemed given if delivered personally, facsimiled (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the Company's principal offices or such other address or facsimile number as such party may hereafter specify by like notice to the other parties to this Agreement. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m., local time, in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

4.6 Governing Law; Jurisdiction; Waiver of Jury Trial. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

(b) Each of the parties to this Agreement (a) irrevocably submit itself to the personal jurisdiction of the Delaware Court of Chancery (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware) in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Delaware Court of Chancery (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware). The parties to this Agreement agree that a final judgment in any action or proceeding brought shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. Each of the parties to this Agreement hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 4.6, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by the applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter of this Agreement, may not be enforced in or by such courts. Each of the parties to this Agreement hereby consents to service being made through the notice procedures set forth in Section 4.5 and agrees that service of any process, summons, notice or document by registered mail (return receipt requested and first-class postage prepaid) to the respective addresses set forth in Section 4.5 shall be effective service of process for any suit or proceeding in connection with this Agreement or the transactions contemplated by this Agreement. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any person other than the parties to this Agreement.

(c) EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES TO THIS AGREEMENT HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 4.6(c).

4.7 Specific Performance. The parties agree that irreparable damage would occur and that the Company would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the Warrantholder in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, this being in addition to any other remedy to which it is entitled at law or in equity. The parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

4.8 No Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, and any assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. Any purported assignment not permitted under this Section 4.8 shall be null and void.

4.9 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Agreement shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by telecopy, telefax or electronic transmission shall be considered original executed counterparts for purposes of this Section 4.9 provided that receipt of copies of such counterparts is confirmed.

4.11 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GLOBAL EAGLE ENTERTAINMENT INC.

By: _____
Name:
Title:

Jeff Sagansky

[Signature Page to Tender Support Agreement]

SCHEDULE 1

Details of Ownership

<u>Warrantholder</u>	<u>Currently Owned Warrants</u>
Jeff Sagansky	1,760,000
