

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 13, 2014

GLOBAL EAGLE ENTERTAINMENT INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35176
(Commission
File Number)

27-4757800
(IRS Employer
Identification No.)

4553 Glencoe Avenue, Los Angeles, California, 90292
(Address of principal executive offices, including zip code)

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

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

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

- £ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- £ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- £ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- £ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On August 13, 2014, Global Eagle Entertainment Inc. (the “Company”) commenced an offer (the “Offer”) 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 in the Company’s Tender Offer Statement on Schedule TO filed with the Securities and Exchange Commission on August 13, 2014 (the “Schedule TO”). The Offer will expire at 9:00 a.m., Eastern Time, on September 11, 2014, or such later date to which the Company may extend the Offer. The terms and conditions of the Offer are described in the Offer to Exchange Letter (the “Offer Letter”) and the related Letter of Transmittal, each of which were filed as exhibits to the Schedule TO.

In connection with the Offer, on August 13, 2014, the Company entered into agreements (the “Tender Support Agreements”) with two of the Company’s 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 the Offer Letter. The Tender Support 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 of the Offer Letter 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. The foregoing description of the Tender Support Agreements is qualified in its entirety by reference to the text of the Tender Support Agreements, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit No. | Description |
|--------------------|--|
| 10.1 | Tender Support Agreement, dated as of August 13, 2014, between Global Eagle Entertainment Inc. and Harry E. Sloan. |
| 10.2 | Tender Support Agreement, dated as of August 13, 2014, between Global Eagle Entertainment Inc. and Jeff Sagansky. |

SIGNATURE

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

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Jay Itzkowitz

Name: Jay Itzkowitz

Title: General Counsel and Secretary

Dated: August 18, 2014

[Signature Page to Form 8-K]

EXHIBIT INDEX

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| 10.2 | Tender Support Agreement, dated as of August 13, 2014, between Global Eagle Entertainment Inc. and Jeff Sagansky. |

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*").

WITNESSETH

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: /s/ David M. Davis

Name: David M. Davis

Title: Chief Executive Officer and Director

/s/ Harry E. Sloan

Harry E. Sloan

[Signature Page to Tender Support Agreement]

SCHEDULE 1

Details of Ownership

| Warrantholder | Currently Owned Warrants |
|----------------|--------------------------------|
| 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*").

WITNESSETH

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: /s/ David M. Davis

Name: David M. Davis

Title: Chief Executive Officer and Director

/s/ Jeff Sagansky

Jeff Sagansky

[Signature Page to Tender Support Agreement]

SCHEDULE 1

Details of Ownership

| Warrantholder | Currently Owned Warrants |
|---------------|--------------------------------|
| Jeff Sagansky | 1,760,000 |