
**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): November 15, 2017

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.)

6100 Center Drive, Suite 1020, Los Angeles, California 90045
(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Global Eagle Entertainment Inc. (“we” or the “Company”) entered into an extension letter dated as of November 15, 2017 (the “November 2017 Extension”) among the Company and the lenders party thereto (such lenders consenting to the November 2017 Extension, the “Consenting Lenders”), relating to (i) the Credit Agreement, dated as of January 6, 2017 (the “Credit Agreement”), among the Company, the guarantors party thereto from time to time, the lenders party thereto from time to time (each, a “Lender ” and collectively, the “Lenders”) and Citibank, N.A., as Administrative Agent, L/C issuer and swing line lender, (ii) the First Amendment and Limited Waiver to Credit Agreement (the “May 2017 Amendment”), dated as of May 4, 2017, (iii) the Amendment to First Amendment and Limited Waiver to Credit Agreement and Second Amendment to Credit Agreement (the “June 2017 Amendment”), dated as of June 29, 2017, (iv) the Second Amendment to Limited Waiver to Credit Agreement (the “September 2017 Extension”), dated as of September 13, 2017, (v) the Third Amendment to Limited Waiver to Credit Agreement and Third Amendment to Credit Agreement (the “First October 2017 Amendment”), dated as of October 2, 2017, (vi) the extension letter dated as of October 6, 2017 (the “October 2017 Extension”) and (vii) the Fourth Amendment to Limited Waiver to Credit Agreement and Fourth Amendment to Credit Agreement, dated as of October 31, 2017 (the “Second October 2017 Amendment”). The Credit Agreement, as amended or supplemented by the May 2017 Amendment, the June 2017 Amendment, the September 2017 Extension, the First October 2017 Amendment, the October 2017 Extension, the Second October 2017 Amendment and the November 2017 Extension is referred to herein as the “Amended Credit Agreement.”

Under the November 2017 Extension, the Company will now have until November 17, 2017 (rather than November 15, 2017, as previously required under the Amended Credit Agreement) to deliver its audited financial statements for the year ended December 31, 2016.

We qualify the foregoing summary of the November 2017 Extension by reference to the full text thereof, a copy of which we have filed as Exhibit 10.1 hereto and incorporate by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

We incorporate by reference herein the Exhibit Index preceding the signature page to this Current Report on Form 8-K.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Extension Letter, dated as of November 15, 2017, among Global Eagle Entertainment Inc. and the lenders party thereto.</u>

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/ Paul Rainey

Name: Paul Rainey

Title: Chief Financial Officer

Dated: November 15, 2017

November 15, 2017

Global Eagle Entertainment Inc.
6100 Center Drive, Suite 1020
Los Angeles, California 90045

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of January 6, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, including pursuant to the Limited Waiver (as defined below), the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement), among GLOBAL EAGLE ENTERTAINMENT INC., a Delaware corporation (the "Borrower"), the Guarantors party thereto from time to time, CITIBANK, N.A., as administrative agent (in such capacity, the "Administrative Agent"), L/C Issuer and Swing Line Lender, and each Lender from time to time party thereto and (ii) the First Amendment and Limited Waiver to Credit Agreement, dated as of May 4, 2017, as amended by (a) the Amendment to First Amendment and Limited Waiver to Credit Agreement and Second Amendment to Credit Agreement, dated as of June 29, 2017, (b) the Second Amendment to Limited Waiver to Credit Agreement, dated as of September 13, 2017, (c) the Third Amendment to Limited Waiver to Credit Agreement and Third Amendment to Credit Agreement, dated as of October 2, 2017, (d) the Letter Agreement dated October 6, 2017, (e) the Fourth Amendment to Limited Waiver to Credit Agreement and Fourth Amendment to Credit Agreement, dated as of October 31, 2017 and (f) and as otherwise amended from time to time, the "Limited Waiver"), in each case, among the Borrower, the Guarantors party thereto from time to time, the Administrative Agent and the Required Lenders.

The Borrower has requested that the Required Lenders extend the due date for the delivery of the Annual Financial Statement Deliverables (as defined in the Limited Waiver) to November 17, 2017 (the "Delivery Date"). Notwithstanding anything to the contrary in the Credit Agreement or any other Loan Document, including Section 6.01(a) or 6.02(d) of the Credit Agreement, the Lenders party hereto (constituting the Required Lenders) hereby agree and consent to the extension of the due date for the delivery of the Annual Financial Statement Deliverables to the Delivery Date.

Except as expressly modified by this letter agreement (this "Agreement"), each Loan Document is, and shall continue to be, in full force and effect and each is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of this Agreement, each reference in the Loan Documents to the "Credit Agreement", "thereunder", "thereof" (and each reference in the Credit Agreement to this "Agreement", "hereunder" or "hereof") or words of like import shall mean and be a reference to the Credit Agreement as modified by this Agreement. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent or the Lenders under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to any other consent to, or any other waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

This Agreement and the consent set forth herein shall become effective as of the date first written above upon the execution hereof by the Borrower and the Required Lenders. This Agreement shall constitute a "Loan Document" for purposes of the Credit Agreement.

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The jurisdiction and waiver of jury trial provisions set forth in Sections 10.15 and 10.16 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*. This Agreement may be executed by the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by fax, email or other electronic transmission (including in .pdf or .tif format) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Sincerely,

ALJ Global Loan Fund 2016 A SERIES TRUST OF
MULTI MANAGER GLOBAL INVESTMENT
TRUST, as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

BNY Mellon Global High Yield Bond Fund, as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Collective Trust High Yield Fund, as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Dreyfus/Laurels Funds Trust – High Yield Fund, as
Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Global Loan SV S.a.r.l, as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

[Signature Page to Consent to Extension of Due Date for Delivery of Annual Financial Statement Deliverables]

Multi-Credit SV S.a.r.l, as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Shackleton 2013-III CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Shackleton 2013-IV CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Shackleton 2014-V CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Shackleton 2014-VI CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

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Shackleton 2015-VII CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Shackleton 2013-VIII CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Shackleton 2016-IX CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Shackleton 2017-X CLO, Ltd., as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

Dreyfus/Laurels Funds Trust – Dreyfus Floating Rate,
as Lender

By: /s/ Andrew Sieurin

Name: Andrew Sieurin

Title: Vice President

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AGF Floating Rate Income Fund, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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The Obsidian Master Fund, as Lender
By: BlackRock Financial Management, Inc., its
Investment Advisor

By: /s/ Rob Jacobi
Name: Rob Jacobi
Title: Vice President

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CA 534 Offshore Fund, Ltd, as Lender
By: BlackRock Financial Management, Inc., its
Investment Advisor

By: /s/ Rob Jacobi
Name: Rob Jacobi
Title: Vice President

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BlackRock Credit Alpha Master Fund L.P., as Lender
By: BlackRock Financial Management, Inc., in its
capacity as investment advisor

By: /s/ Rob Jacobi
Name: Rob Jacobi
Title: Vice President

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BlackRock Multi-Strategy Master Fund Limited, as
Lender
By: BlackRock Institutional Trust Company, N.A., its
Investment Manager

By: /s/ Rob Jacobi
Name: Rob Jacobi
Title: Vice President

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Carlyle Global Market Strategies CLO 2012-3, Ltd.
Carlyle Global Market Strategies CLO 2012-4, Ltd.
Carlyle Global Market Strategies CLO 2013-1, Ltd.
Carlyle Global Market Strategies CLO 2013-4, Ltd.
Carlyle Global Market Strategies CLO 2014-1, Ltd.
Carlyle Global Market Strategies CLO 2014-2, Ltd.
Carlyle Global Market Strategies CLO 2014-3, Ltd.
Carlyle Global Market Strategies CLO 2014-4, Ltd.
Carlyle Global Market Strategies CLO 2014-5, Ltd.
Carlyle Global Market Strategies CLO 2015-1, Ltd.
Carlyle Global Market Strategies CLO 2015-2, Ltd.
Carlyle Global Market Strategies CLO 2015-3, Ltd.
Carlyle Global Market Strategies CLO 2015-4, LTD
Carlyle Global Market Strategies CLO 2015-5, LTD
Carlyle Global Market Strategies CLO 2016-1, LTD
Carlyle Global Market Strategies CLO 2016-2, LTD
Carlyle Global Market Strategies CLO 2016-3, LTD
Carlyle US CLO 2016-4, LTD
Carlyle US CLO 2017-1
Carlyle US CLO 2017-2
Carlyle US CLO 2017-3 Ltd

By: /s/ Linda Pace

Name: Linda Pace

Title: Managing Director

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Brighthouse Funds Trust I – Brighthouse/Eaton Vance
Floating Rate Portfolio, as Lender
By: Eaton Vance Management, as Investment
Sub-Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance CLO 2013-1 LTD, as Lender
By: Eaton Vance Management, as Portfolio Manager

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance CLO 2014-1 Ltd., as Lender
By: Eaton Vance Management, as Portfolio Manager

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance CLO 2015-1 Ltd., as Lender
By: Eaton Vance Management, as Portfolio Manager

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Columbia Funds Variable Series Trust II – Variable
Portfolio – Eaton Vance Floating Rate Income Fund,
as Lender
By: Eaton Vance Management, as Investment
Sub-Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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DaVinci Reinsurance Ltd., as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance Floating-Rate Income Plus Fund, as
Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance Senior Floating-Rate Trust, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance Floating-Rate Income Trust, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance International (Cayman Islands) Floating-
Rate Income Portfolio, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance Senior Income Trust, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance Short Duration Diversified Income Fund,
as Lender

By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

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Eaton Vance Institutional Senior Loan Fund, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

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Eaton Vance Limited Duration Income Fund, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

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Eaton Vance Floating Rate Portfolio, as Lender
By: Boston Management and Research, as Investment
Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Florida Power & Light Company, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Pacific Select Fund – Floating Rate Loan Portfolio, as Lender
By: Eaton Vance Management, as Investment Sub-Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

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Renaissance Investment Holdings Ltd, as Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Senior Debt Portfolio, as Lender
By: Boston Management and Research, as Investment
Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Eaton Vance VT Floating-Rate Income Fund, as
Lender
By: Eaton Vance Management, as Investment Advisor

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

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Vector Trading (Cayman) LP, as Lender

By: /s/ James Murray

Name: James Murray

Title: Authorized Person

VC4 Debt Investment (US) LLC, as Lender

By: /s/ James Murray

Name: James Murray

Title: Authorized Person

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American Beacon Sound Point Floating Rate Income
Fund, as series of American Beacon Funds, as Lender
By: Sound Point Capital Management, LP as
Sub-Advisor

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Cavello Bay Reinsurance Limited, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Commonwealth of Pennsylvania, Treasury
Department, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Commonwealth of Pennsylvania, Treasury Department
– Tuition Account Program, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Kaiser Foundation Hospitals, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Kaiser Permanente Group Trust, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Privilege Underwriters Reciprocal Exchange, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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PURE Insurance Company, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO III, Ltd., as Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO IV, Ltd., as Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO IX, Ltd., as Lender
By: Sound Point Capital Management, LP as
Collateral Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO V, Ltd., as Lender
By: Sound Point Capital Management, LP as
Collateral Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO VI, Ltd., as Lender
By: Sound Point Capital Management, LP as
Collateral Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO VII, Ltd., as Lender
By: Sound Point Capital Management, LP as
Collateral Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO VIII, Ltd., as Lender
By: Sound Point Capital Management, LP as
Collateral Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO X, Ltd., as Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO XI, Ltd., as Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO XII, Ltd., as Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO XIV, Ltd., as Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point CLO XV, Ltd., as Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Sound Point Senior Floating Rate Master Fund, L.P., as
Lender

By: Sound Point Capital Management, LP as
Investment Manager

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Authorized Signatory

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Teamsters Pension Trust Fund of Philadelphia &
Vicinity, as Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Andrew Wright
Name: Andrew Wright
Title: Authorized Signatory

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FRANKLIN CUSTODIAN FUNDS – FRANKLIN
INCOME FUND, as Lender

By: /s/ Richard Hsu

Name: Richard Hsu

Title: Vice President, Franklin Advisors

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Accepted and agreed to as of
the date first above written:

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Paul Rainey

Name: Paul Rainey

Title: Chief Financial Officer

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