

**CINEDIGM CORP.**  
Filed by  
**MCGURK CHRISTOPHER J**

**FORM SC 13D/A**  
(Amended Statement of Beneficial Ownership)

Filed 11/03/17

Address	45 WEST 36TH STREET 7TH FLOOR NEW YORK, NY, 10018
Telephone	212-206-8600
CIK	0001173204
Symbol	CIDM
SIC Code	7841 - Services-Video Tape Rental
Industry	Entertainment Production
Sector	Consumer Cyclical
Fiscal Year	03/31

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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 2)\*

**Cinedigm Corp.**

(Name of Issuer)

**Class A Common Stock**  
(Title of Class of Securities)

**172406 209**  
(CUSIP Number)

**Christopher J. McGurk**  
**Cinedigm Corp.**  
**45 West 36<sup>th</sup> Street, 7<sup>th</sup> Floor**  
**New York, NY 10018**  
**(212) 206-8600**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**November 1, 2017**  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

**Note** : Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS (ENTITIES ONLY) Christopher J. McGurk		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS PF		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 1,444,073*	
	8.	SHARED VOTING POWER 0	
	9.	SOLE DISPOSITIVE POWER 1,444,073*	
	10.	SHARED DISPOSITIVE POWER 0	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,444,073*		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.0%		
14.	TYPE OF REPORTING PERSON IN		

\* Includes 600,000 shares issuable upon the exercise of currently exercisable stock options.

**EXPLANATORY NOTE**

Pursuant to Rule 13d-2 promulgated under the Act, this Schedule 13D/A (the “Amendment No. 2”) amends the Schedule 13D filed on March 25, 2015 [File Number 005-79352] (the “Original Schedule 13D” as amended by Amendment No. 1 filed on May 24, 2016 (“Amendment No. 1” and together with the Original Schedule 13D and this Amendment No. 2, the “Schedule 13D”), on behalf of the Reporting Person named in Item 2(a) thereof. Unless specifically amended hereby, the disclosures set forth in the Original Schedule 13D and Amendment No. 1 shall remain unchanged. All capitalized terms not otherwise defined in this Amendment shall have the meanings attributed to such terms in the Original Schedule 13D. Unless otherwise stated, the amounts in this Amendment No. 1 reflect the 1-for-10 reverse stock split of the Common Stock effected on May 9, 2016.

**Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of the Original Schedule 13D and Amendment No. 1 is hereby amended by adding the following paragraph:

On November 1, 2017, pursuant to a Stock Purchase Agreement by and between the Christopher and Jamie McGurk Living Trust, of which the Reporting Person is a trustee (the “Trust”), and the Issuer dated as of November 1, 2017 (the “Stock Purchase Agreement”), the Reporting Person acquired beneficial ownership of 333,333 shares of Common Stock from the Issuer at a purchase price of \$1.50 per share for a total purchase price of \$500,000. The purchase price was paid by the surrender by the Trust and cancellation of \$500,000 principal amount of second lien notes previously issued to the Trust by the Issuer. As a result, the Reporting Person beneficially owns a total of 844,073 shares (including 382,333 shares held by the Trust), which, together with the Reporting Person’s options to purchase 600,000 shares of Common Stock, equals 4.0% of the outstanding shares of Common Stock.

**Item 5. Interest in Securities of the Issuer.**

Item 5 of the Original Schedule 13D is hereby amended and restated as follows:

(a)-(b) As of the date hereof and as more fully described in Item 3 above, the Reporting Person may be deemed to be the direct beneficial owner of an aggregate of 1,444,073 shares of Common Stock over all of which securities he has sole voting and dispositive power.

The 1,444,073 shares of Common Stock beneficially owned by the Reporting Person represent 4.0% of the issued and outstanding shares of Common Stock based on 35,892,014 shares of Common Stock outstanding as provided by the Issuer.

(c) Except as set forth below, there have been no transactions in the securities of the Issuer by the Reporting Person during the past sixty days:

<b>Date</b>	<b>Security</b>	<b>Amount Acquired (Disposed)</b>	<b>Price per share</b>	<b>Where Transaction Effected</b>
11/1/17	Common Stock	333,333	\$ 1.50	Private placement from Issuer to the Trust

(d) None.

- (e) On November 1, 2017, the Reporting Person ceased to be the beneficial owner of more than five percent of the class of securities.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

On November 1, 2017, the Reporting Person entered into a Voting Agreement with the Issuer pursuant to which each the Reporting Person agreed to vote shares of Common Stock owned or controlled by him in favor of the designees of Bison Entertainment Investment Limited to the Issuer's Board of Directors in future elections, among other things, subject to the terms thereof.

On November 1, 2017, the Trust entered into the Stock Purchase Agreement, pursuant to which the Reporting Person acquired beneficial ownership of 333,333 shares of Common Stock as described in Item 3.

**Item 7. Material to be Filed as Exhibits .**

<b>Exhibit No.</b>	<b>Description</b>
10.1	Employment Agreement between the Issuer and Christopher J. McGurk dated as of August 22, 2013 (incorporated by reference to the Issuer's Form 8-K filed with the Commission on August 28, 2013 (File No. 001-31810)).*
10.2	Stock Option Agreement between the Issuer and Christopher J. McGurk dated as of December 23, 2010 (incorporated by reference to the Issuer's Form 8-K filed with the Commission on January 3, 2011 (File No. 001-31810)).*
10.3	Form of Stock Option Agreement (incorporated by reference to the Issuer's Registration Statement on Form S-8 filed with the Commission on April 25, 2005 (File No. 333-124290)).*
10.4	Form of Voting Agreement.
10.5	Stock Purchase Agreement, dated as of November 1, 2017, between the Issuer and the Christopher and Jamie McGurk Living Trust.

\*Previously filed.

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**SIGNATURES**

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

DATED: November 3, 2017

/s/ Christopher J. McGurk

Christopher J. McGurk

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CINEDIGM CORP.

VOTING AGREEMENT

This Voting Agreement (this "Agreement") is made as of November 1, 2017, by and between Cinedigm Corp. (the "Company") and \_\_\_\_\_ (the "Voting Party"). For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Stock Purchase Agreement (as defined below).

RECITALS

**WHEREAS**, on the date hereof (the "Closing Date"), Bison Entertainment Investment Limited (the "Purchaser") is purchasing from the Company up to 20,000,000 shares of Class A common stock, par value \$0.001 per share (the "Common Stock") pursuant to a Stock Purchase Agreement, dated as of June 29, 2017 (the "Stock Purchase Agreement"); and

**WHEREAS**, the Voting Party currently owns and/or controls shares of the Class A Common Stock; and

**WHEREAS**, the Voting Party is providing this Agreement pursuant to the Stock Purchase Agreement.

**NOW THEREFORE**, in consideration of the foregoing and of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

**1. Agreement to Vote.** During the term of this Agreement and to the extent he or she is entitled under the Company's constituent or organizational documents or agreements to vote on such matter, the Voting Party agrees to vote all securities of the Company that may vote in the election of the Company's directors that such Voting Party owns or controls from time to time (hereinafter referred to as the "Voting Shares") in accordance with the provisions of this Agreement, whether at an annual or special meeting of stockholders or any class or series of stockholders or by written consent.

**2. Election of Board of Directors.**

**2.1 Voting.** During the term of this Agreement, and subject to the Company's constituent or organizational documents or agreements, each Voting Party agrees to vote all Voting Shares to (i) maintain the size of the Company's Board of Directors at seven (7) persons, and (ii) in favor of any Bison Designee designated in accordance with Section 3.12 of the Stock Purchase Agreement with respect to:

- (a) the appointment to the Board of Directors upon the Closing;

(b) the election to the Board of Directors at any meeting of stockholders at which directors are to be elected; and

(c) the appointment to fill any vacancy created by the failure of any Bison Designee to complete a term on the Board of Directors;

in each case, so long as the Bison Designee subject to election or appointment satisfies the Company's normal procedures regarding suitability of director nominees.

**2.2 Other Obligations** . The obligations of the Voting Party pursuant to this Section 2 shall include any stockholder vote to amend the Amended and Restated Certificate of Incorporation, as amended, and/or Amended and Restated Bylaws, as amended, of the Company as required to effect the intent of this Agreement. Each of the Voting Parties and the Company agree not to take any actions that would materially and adversely affect the provisions of this Agreement and the intention of the parties with respect to the composition of the Company's Board of Directors as stated herein and in the Stock Purchase Agreement. The parties acknowledge that the fiduciary duties of each member of the Company's Board of Directors are to the Company's stockholders as a whole.

**3. Successors in Interest of the Voting Parties and the Company.** The provisions of this Agreement shall be binding upon the successors in interest of any Voting Party with respect to any of the Voting Party's Voting Shares or any voting rights therein, unless (i) such Voting Shares are sold into the public markets (a "Sale"), (ii) such Voting Shares are transferred as a bona fide charitable gift to an unrelated third party non-government or non-profit organizations (a "Gift"), or (iii) such Voting Shares are distributed to limited partners in the ordinary course of business of a fund owned or controlled by the undersigned (a "Distribution"). Each Voting Party shall not, and the Company shall not, permit the transfer of any Voting Party's Voting Shares (except for Sales, Gifts and Distributions), unless and until the person to whom such securities are to be transferred shall have executed a written agreement pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person was a Voting Party hereunder. For the avoidance of doubt, no such additional written agreement shall be required if Voting Shares that are transferred remain under the control of the relevant Voting Party.

**4. Covenants.** The Voting Party agrees to take all actions appropriate for such Voting Party to cause the nomination of the Bison Designees in accordance with Section 3.12 of the Stock Purchase Agreement, for election and appointment as directors of the Company. The Voting Party will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed by such Voting Party hereunder, but will at all times in good faith assist in the carrying out of all of the provisions of this Agreement and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of each Voting Party hereunder against impairment.



**5. Irrevocable Proxy and Power of Attorney.** The Voting Party hereby grants a power of attorney to the Chief Executive Officer of the Company, the Chief Financial Officer of the Company, and the Secretary of the Company, or any of them from time to time, or their designees, as the Voting Party's true and lawful proxy and attorney, with the power to act alone and with full power of substitution (each a "Proxy Holder"), to vote (or consent pursuant to an action by written consent of the stockholders, if applicable) with respect to the matters set forth under Section 2 hereof, and hereby authorizes each Proxy Holder to represent and vote, if and only if the Voting Party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such party's Voting Shares in favor of maintaining the size of the Board of Directors of the Company or election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of Sections 2 of this Agreement or to take any action necessary to effect Section 2, respectively, of this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 9 hereof. The Voting Party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Voting Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 9 hereof, purport to grant any other proxy or power of attorney with respect to any of the Voting Shares, deposit any of the Voting Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any Person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Voting Shares, in each case, with respect to any of the matters set forth herein.

**6. Specific Enforcement.** It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party hereto, that this Agreement shall be specifically enforceable, and that any breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach and agrees that a party's rights would be materially and adversely affected if the obligations of the other parties under this Agreement were not carried out in accordance with the terms and conditions hereof.

**7. Manner of Voting.** The voting of Voting Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law.

**8. Termination.** This Agreement shall terminate and be of no further force or effect (i) upon the written consent of the Purchaser, (ii) automatically and without any further action by the parties hereto upon (x) the voluntary or involuntary filing of a bankruptcy petition of the Company or (y) the dissolution of the Company in accordance with applicable law, or (iii) when the Voting Party ceases to be a director, officer, or strategic advisor of the Company, or ceases to, directly or indirectly, hold any Voting Shares, as applicable. Nothing in this Section 9 shall be deemed to release any party from any liability for any fraud or willful breach of this Agreement occurring prior to the termination hereof or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement.

**9. Amendments and Waivers.** Except as otherwise provided herein, additional parties may be added to this Agreement pursuant to Section 3 hereof. No provision of this Agreement may be amended and no observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively).

**10. Stock Splits, Stock Dividends, etc.** In the event of any stock split, stock dividend, recapitalization, reorganization or the like, any securities issued with respect to Voting Shares held by the Voting Party shall become Voting Shares for purposes of this Agreement.

**11. Severability.** In the event that any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**12. Governing Law.** This Agreement and the legal relations between the parties arising hereunder shall be governed by and interpreted in accordance with the laws of the State of New York without reference to its conflicts of laws provisions that would require the application of the laws of any other jurisdiction.

**13. Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be electronically transmitted and shall be deemed an original, and all of which together shall constitute one instrument.

**14. Successors and Assigns.** Except as otherwise expressly provided in this Agreement, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

**15. Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement among the parties, and supersedes any prior agreement or understanding among the parties, with regard to the subjects hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein.

[ Signature Page Follows ]

This Voting Agreement is hereby executed effective as of the date first set forth above.

**COMPANY**

CINEDIGM CORP.

By: \_\_\_\_\_

Name:

Title:

**VOTING PARTY**

[•]

By: \_\_\_\_\_

Name:

Title:

**STOCK PURCHASE AGREEMENT**

This AGREEMENT, dated as of November 1, 2017, by and between Cinedigm Corp., a Delaware corporation (the “Company”), and the purchasers set forth on Schedule 1 attached hereto (the “Purchasers”).

WHEREAS, the Company desires to sell and the Purchasers desire to purchase shares of the Company’s Class A common stock, \$.001 par value (the “Common Stock”), on the terms and conditions hereinafter set forth.

WHEREAS, the Company has entered into that certain Stock Purchase Agreement, dated as of June 29, 2017, by and between the Company and Bison Entertainment Investment Limited (the “Bison Agreement”), pursuant to which certain transactions are contemplated (the “Transactions”).

NOW, THEREFORE, in consideration of the mutual covenants and representations herein set forth, it is hereby agreed as follows:

1. Purchase and Sale of Common Stock. Subject to the terms and conditions of this Agreement, the Company hereby agrees to sell to the Purchasers, and the Purchasers agree, severally and not jointly, to purchase from the Company, for a price of \$1.50 per share resulting in an aggregate purchase price of \$500,000 (the “Purchase Price”), as allocated among the Purchasers on Schedule 1, such number of shares of Common Stock (the “Shares”) for each Purchaser as is set forth on Schedule 1 immediately prior to this Agreement.
  2. Closing. The closing (the “Closing”) of the purchase and sale of the Shares by the Purchaser and the Company will occur in connection with the closing of the Transactions (the “Closing Date”).
  3. Closing Conditions. The Closing is subject to the following conditions being met the (the “Closing Conditions”):
    - a. The concurrent closing of the Transactions;
    - b. The Registration Rights Agreement (as defined below) is duly executed and delivered by the Company and the Purchasers;
    - c. The accuracy in all material respects when made and on the Closing Date of the representations and warranties of each Purchaser and the Company contained herein; and
    - d. The delivery of the applicable portion of the Purchase Price by the Purchaser to the Company by surrender by such Purchaser of other securities or obligations of the Company including, for the avoidance of doubt, loans under that certain Second Lien Loan Agreement, dated as of July 14, 2016 (as amended, amended and restated, supplemented or otherwise modified), among Cinedigm Corp., certain Lenders, including the Purchaser, and Cortland Capital Market Services LLC (the “Second Lien Loan Agreement”).
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Immediately after the Closing, the Company shall cause its transfer agent to deliver stock certificates to the Purchasers representing the Shares, or to credit an account in each Purchaser's name of such number of Shares in book-entry form, as indicated on Schedule 1.

4. Representations and Warranties of Purchaser. Each Purchaser, individually and not on behalf of any other Purchaser, hereby represents and warrants that as of the date hereof and as of the Closing Date:

a. Own Account. The Purchaser understands that the Shares are "restricted securities" and have not been registered under the Securities Act of 1933, as amended (the "Act"), or any applicable state securities law. The Purchaser is acquiring the Shares for his own account and not with a view to or for distributing or reselling such Shares or any part thereof in violation of the Act or any applicable state securities law, has no present intention of distributing any of such Shares in violation of the Act or any applicable state securities law and has no arrangement or understanding with any other persons or entities regarding the distribution of such Shares (this representation and warranty not limiting the Purchaser's right to sell the Shares in compliance with applicable federal and state securities laws) in violation of the Act or any applicable state securities law.

b. Purchaser Status. At the time the Purchaser was offered the Shares, he was, and at the date hereof he is, an "accredited investor" as defined in Rule 501 under the Act.

c. Experience of Such Purchaser. The Purchaser has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment. The Purchaser has had access to information about the Company sufficient to make an investment decision with respect to the Shares.

d. General Solicitation. The Purchaser is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

e. Certain Trading Activities. The Purchaser has not directly or indirectly, nor has any person or entity acting on behalf of or pursuant to any understanding with the Purchaser, engaged in any direct or indirect purchases or sales in the securities of the Company (including, without limitations, any short sales involving the Company's securities) since the time that the Purchaser was first contacted by or on behalf of the Company or any other person or entity regarding the investment in the Company contemplated by this Agreement. The Purchaser covenants that neither he nor any person or entity acting on his behalf or pursuant to any understanding with him will engage in any direct or indirect purchases or sales in the securities of the Company (including short sales) prior to the time that the transactions contemplated by this Agreement are publicly disclosed by the Company. The Purchaser has maintained, and covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company the Purchaser will maintain, the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

f. Authorization: Enforcement. The Purchaser has the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out his obligations hereunder. The execution and delivery of this Agreement by the Purchaser and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Purchaser and no further action is required by the Purchaser. This Agreement has been duly executed by the Purchaser and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

5. Representations and Warranties of Company. The Company hereby represents and warrants that as of the date hereof and as of the Closing Date:

a. Authorization: Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company or its board of directors in connection therewith. This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

b. Private Placement. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 4, no registration under the Act is required for the offer and sale of the Shares by the Company to the Purchaser as contemplated hereby.

6. Securities Legend. Until such time as the Shares shall have been transferred in accordance with an opinion of counsel satisfactory to the Company that registration under the Act is not required, so long as required under the Act or the regulations promulgated thereunder, the certificate(s) representing the Shares shall bear substantially the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

7. Registration Rights. The Purchasers will be entitled to registration rights with respect to the Shares pursuant to the Registration Rights Agreement with the Company related to the Transactions (the “Registration Rights Agreement”).

8. Termination. This Agreement may be terminated by (i) the Company or (ii) any Purchaser, as to such Purchaser’s respective obligations hereunder only and without any effect whatsoever on the obligations of any other Purchaser, in either case by written notice to the other parties, if the Closing has not been consummated on or before the Outside Date, as defined in the Bison Agreement.

9. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to principles of conflicts of law that would require the application of the laws of another jurisdiction.

10. Notice. Notice hereunder shall be deemed to have been duly given if in writing and delivered in person or by registered or certified mail, postage prepaid, return receipt requested, if to the Company, at its office at 902 Broadway, 9<sup>th</sup> Floor, New York, New York, 10010, Attn: General Counsel, or if to a Purchaser, at the address set forth on such Purchaser’s signature page (or at such other addresses as the parties may notify each other in accordance with the provisions of this Section 9).

11. Entire Agreement; Amendment. This Agreement supersedes all prior written and oral agreements and understandings among the parties as to its subject matter and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified, amended, terminated or any provision thereof waived in whole or in part except by a written agreement signed by the Company and any Purchaser affected by such modification, amendment, termination or waiver.

12. Waivers. No waiver hereunder shall (i) be valid unless in a writing signed by the waiving party, and (ii) be deemed a waiver of any subsequent breach or default of the same or a similar nature.

13. Severability; Reformation. If any provision of this Agreement shall be determined by a court of law to be unenforceable for any reason, such unenforceability shall not affect the enforceability of any of the remaining provisions hereof; and this Agreement, to the fullest extent lawful, shall be reformed and construed as if such unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be enforceable to the maximum extent legally possible.

14. Headings. Headings are for convenience only and are not deemed to be part of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date and year first above written.

**CINEDIGM CORP.**

By: /s/ Gary Loffredo

Name: Gary Loffredo

Title: Secretary



**CHRISTOPHER AND JAMIE MCGURK LIVING TRUST**

By: /s/ Christopher McGurk

Name: Christopher McGurk

Title: Trustee

Address for Notices:

8383 Wilshire Blvd, Ste 400

Beverly Hills, CA 90211

**SCHEDULE 1**

<b>Name</b>	<b>Purchase Price</b>	<b>Form of Payment</b>	<b>Number of Shares</b>	<b>Certificate or Book Entry</b>
Christopher and Jamie McGurk Living Trust	\$500,000	Surrender of \$500,000 of loans under the Company's Second Lien Loan Agreement	333,333	Certificate