

# CINEDIGM CORP.

## FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 10/02/17

Address	902 BROADWAY 9TH FLOOR NEW YORK, NY, 10010
Telephone	212-206-8600
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Industry	Entertainment Production
Sector	Consumer Cyclical
Fiscal Year	03/31

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

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**FORM S-8**  
**REGISTRATION STATEMENT**  
**UNDER**  
**THE SECURITIES ACT OF 1933**

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**Cinedigm Corp.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation or  
Organization)

**22-3720962**  
(I.R.S. Employer Identification No.)

**45 West 36th Street, 7th Floor**  
**New York, New York 10018**  
(Address of Principal Executive Offices)

**2017 Equity Incentive Plan**  
(Full Title of the Plan)

**Christopher J. McGurk**  
Chief Executive Officer,  
Cinedigm Corp.  
45 West 36<sup>th</sup> Street, 7<sup>th</sup> Floor  
New York, New York 10018  
(Name and Address of Agent for Service)

(212) 206-8600  
(Telephone Number, Including Area Code, of Agent for Service)

*With a copy to:*

**Jonathan K. Cooperman, Esq.**  
Kelley Drye & Warren LLP  
101 Park Avenue  
New York, New York 10178  
(212) 808-7800

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting)

Accelerated filer   
Smaller reporting company   
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 7(a)(2)(B) of the Securities Act.

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### CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Class A Common Stock, \$0.001 par value	2,098,270 (2)	\$1.47	\$3,084,457	\$385

- (1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) and (h) under the Securities Act of 1933, as amended. The price per share is estimated based on the average of the high and low trading prices for the Registrant's Class A common stock on September 29, 2017, as reported on Nasdaq.
- (2) Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended, this registration statement also relates to such indeterminate number of additional shares of Class A common stock of the Registrant as may be issuable in the event of a stock dividend, stock split, recapitalization, or other similar capital structure, merger consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation, or other distribution of assets, issuance of rights or warrants to purchase securities, or any other corporate transaction or event having an effect similar to any of the foregoing.
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**PART I**

**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The document(s) containing the information specified by Part I of this Form S-8 Registration Statement (the "Registration Statement") will be sent or given to participants in the 2017 Equity Incentive Plan (the "Plan") of Cinedigm Corp., a Delaware corporation (the "Company"), by the Company as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). Such document(s) are not being filed with the Commission but constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof), a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents have been filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and are hereby incorporated by reference in this Registration Statement:

- our annual report on Form 10-K for the fiscal year ended March 31, 2017, filed with the SEC on June 29, 2017 (the “2017 Form 10-K”);
- our Quarterly Report on Form 10-Q filed with the SEC on August 14, 2017;
- our two Current Reports on Form 8-K filed with the SEC on April 7, 2017;
- our Current Report on Form 8-K filed with the SEC on May 5, 2017;
- our Current Report on Form 8-K filed with the SEC on June 29, 2017;
- our Current Report on Form 8-K filed with the SEC on July 11, 2017;
- our Current Report on Form 8-K filed with the SEC on September 1, 2017;
- the description of our Class A common stock contained in our Registration Statement on Form 8-A (File No. 000-51910), filed with the SEC under Section 12 of the Exchange Act on April 12, 2006;
- the description of our Class A common stock contained in our amendment no. 1 on Form 8-A/A (File No. 001-31810), filed with the SEC under Section 12 of the Exchange Act on October 6, 2009; and
- all documents subsequently filed by the Company with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

You may obtain a copy of these filings, excluding exhibits (but including exhibits that are specifically incorporated by reference in any such filing), free of charge, by oral or written request directed to: Cinedigm Corp., 45 West 36th Street, 7th Floor, New York, New York 10018, Attention: General Counsel, Telephone (212) 206-8600.

#### Item 4. Description of Securities.

Not applicable.

#### Item 5. Interest of Named Experts and Counsel.

Not applicable.

#### Item 6. Indemnification of Directors and Officers.

The amended and restated certificate of incorporation and the bylaws of the Company provide that the Company shall indemnify its officers, directors and certain others to the fullest extent permitted by the Delaware General Corporation Law (“DGCL”). Section 145 of the DGCL, provides in pertinent part as follows:

(a) A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this Section, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this Section (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b) of this Section. Such determination shall be made with respect to a person who is a director or officer at the time of such determination (1) by a majority vote of directors who are not parties to such action, suit or proceeding, even though less than a quorum, (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (4) by the stockholders.

Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(g) A corporation shall have power to purchase and maintain insurance on behalf of any person, who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under this Section.

(h) For purposes of this Section, references to “the corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Section with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this Section, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation, which imposes duties on, or involves services by, such director, officer, employee, or agent of the corporation, which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Section.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

As permitted by Section 102(b)(7) of the DGCL, the Company’s fourth amended and restated certificate of incorporation eliminates the personal liability of each of the Company’s directors to the Company and its stockholders for monetary damages for breaches of his or her fiduciary duties as a director except that the fourth amended and restated certificate of incorporation does not eliminate or limit the liability of a director to the extent that such elimination or limitation of liability is expressly prohibited by the DGCL as in effect at the time of the alleged breach of duty by such director.

In addition, the Company has entered into contractual agreements with each of its directors and officers to indemnify such individuals to the full extent permitted by law. These agreements also resolve certain procedural and substantive matters that are not covered, or are covered in less detail, in the Company’s By-laws or by the Delaware General Corporation Law. The Company also currently maintains director and officer liability insurance.

**Item 7. Exemption from Registration Claimed.**

Not Applicable.

**Item 8. Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">5.1</a>	<a href="#">Opinion of Kelley Drye &amp; Warren LLP.*</a>
<a href="#">10.1</a>	<a href="#">2017 Equity Incentive Plan of the Company (incorporated by reference from the Company's Form 8-K filed with the Commission on September 1, 2017 (File No. 000-51910)).</a>
<a href="#">10.2</a>	<a href="#">Form of Notice of Incentive Stock Option Grant*</a>
<a href="#">10.3</a>	<a href="#">Form of Notice of Option Grant*</a>
<a href="#">10.4</a>	<a href="#">Form of Notice of Restricted Stock Award*</a>
<a href="#">10.5</a>	<a href="#">Form of Notice of Restricted Stock Unit Award*</a>
<a href="#">23.1</a>	<a href="#">Consent of Kelley Drye &amp; Warren LLP (included in Exhibit 5.1).*</a>
<a href="#">23.2</a>	<a href="#">Consent of EisnerAmper LLP.*</a>
<a href="#">24</a>	<a href="#">Powers of Attorney (included on the signature page hereof).*</a>

\* Filed herewith.

**Item 9. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however*, that (A) paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8 (§ 239.16b of this chapter), and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§230.424 of this chapter);

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on this 2<sup>nd</sup> day of October, 2017.

### CINEDIGM CORP.

By: /s/ Christopher J. McGurk  
Name: Christopher J. McGurk  
Title: Chief Executive Officer

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below hereby constitutes and appoints Christopher J. McGurk and Gary S. Loffredo, and each of them individually, his true and lawful agent, proxy and attorney-in-fact, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to (i) act on, sign and file with the Securities and Exchange Commission any and all amendments to the registration statement (which includes any additional registration statement under Rule 462(b)) together with all schedules and exhibits thereto, (ii) act on, sign and file with the Securities and Exchange Commission any and all exhibits to the registration statement and any and all exhibits and schedules thereto, (iii) act on, sign and file any and all such certificates, applications, registration statements, notices, reports, instruments, agreements and other documents necessary or appropriate in connection with the registration or qualification under foreign and state securities laws of the securities described in the registration statement or any amendment thereto, or obtain an exemption therefrom, in connection with the offerings described therein and (iv) take any and all such actions which may be necessary or appropriate in connection therewith, granting unto such agents, proxies and attorneys-in-fact, and each of them individually, full power and authority to do and perform each and every act and thing necessary or appropriate to be done, as fully for all intents and purposes as he or she might or could do in person, and hereby approving, ratifying and confirming all that such agents, proxies and attorneys-in-fact, any of them or any of his or her or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature(s)	Title(s)	Date
<u>/s/ Christopher J. McGurk</u> Christopher J. McGurk	Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)	October 2, 2017
<u>/s/ Jeffrey S. Edell</u> Jeffrey S. Edell	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	October 2, 2017
<u>/s/ Peter C. Brown</u> Peter C. Brown	Director	October 2, 2017
<u>/s/ Patrick W. O'Brien</u> Patrick W. O'Brien	Director	October 2, 2017
<u>/s/ Zvi M. Rhine</u> Zvi M. Rhine	Director	October 2, 2017

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## EXHIBIT INDEX

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<a href="#"><u>24</u></a>	<a href="#"><u>Powers of Attorney (included on the signature page hereof).*</u></a>

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\* Filed herewith.

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**KELLEY DRYE & WARREN LLP**  
A LIMITED LIABILITY PARTNERSHIP

WASHINGTON, DC  
LOS ANGELES, CA  
CHICAGO, IL  
STAMFORD, CT  
PARSIPPANY, NJ

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(212) 808-7800

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BRUSSELS, BELGIUM

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AFFILIATE OFFICE  
MUMBAI, INDIA

October 2, 2017

Cinedigm Corp.  
45 West 36<sup>th</sup> Street, 7<sup>th</sup> Floor  
New York, New York 10018

Ladies and Gentlemen:

We are acting as special counsel to Cinedigm Corp. a Delaware corporation (the “Company”), in connection with the preparation and filing of a registration on Form S-8 (the “Registration Statement”) under the Securities Act of 1933, as amended (“Act”), with the Securities and Exchange Commission (the “Commission”) relating to the registration of 2,098,270 shares of Class A common stock, \$0.001 par value per share (the “Shares”), of the Company to be issued pursuant to 2017 Equity Incentive Plan of the Company (the “Plan”).

In connection with this opinion, we have examined and relied upon copies certified or otherwise identified to our satisfaction of: (i) the Plan; (ii) the Registration Statement, together with exhibits and schedules thereto, in the form filed with the Commission; (iii) the Company’s Fourth Amended and Restated Certificate of Incorporation, as amended to date; (iv) the Company’s By-Laws; and (v) the records of corporate proceedings of the Company relating to the Shares, as made available to us by officers of the Company; and have reviewed such matters of law as we have deemed necessary or appropriate for the purpose of rendering this opinion.

For purposes of this opinion we have assumed the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of all signatures on all documents examined by us. As to certain factual matters material to the opinion expressed herein, we have relied to the extent we deemed proper upon representations, warranties and statements as to factual matters of officers and other representatives of the Company. Our opinion expressed below is subject to the qualification that we express no opinion as to any law other than the General Corporation Law of the State of Delaware and the federal laws of the United States of America. Without limiting the foregoing, we express no opinion with respect to the applicability thereto or effect of municipal laws or the rules, regulations or orders of any municipal agencies within any such state.

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**KELLEY DRYE & WARREN LLP**

Cinedigm Corp.  
September 29, 2017  
Page Two

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, it is our opinion that the Shares to be issued by the Company pursuant to the Plan have been duly authorized and, when certificates for the Shares have been duly executed by the Corporation, countersigned by a transfer agent, duly registered by a registrar for the Shares and issued and paid for in accordance with the terms of the Plan, the Shares will be validly issued, fully paid and non-assessable.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the present General Corporation Law of the State of Delaware or the federal laws of the United States of America be changed by legislative action, judicial decision or otherwise.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purpose.

Very truly yours,

/s/ Kelley Drye & Warren LLP/JKC

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**NOTICE OF INCENTIVE STOCK OPTION (“ISO”) GRANT**

under the

**CINEDIGM CORP . 2017 EQUITY INCENTIVE PLAN**No. of shares subject to option: **«Stock Options »**

**T his GRANT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_** by Cinedigm Corp., a Delaware corporation (the “Company”), to **«First Name» «Last Name»** (“Participant”), is made pursuant and subject to the provisions of the Company’s 2017 Equity Incentive Plan (the “Plan”), a copy of which has been given to Participant. All terms used herein that are defined in the Plan have the same meanings given them in the Plan.

1. **Grant of Option**. Pursuant to the Plan, the Company, on \_\_\_\_\_, 20\_\_ (“Grant Date”), granted to Participant this incentive stock option (“ISO”), subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the right and option to purchase from the Company all or any part of the aggregate of \_\_\_\_\_ shares of Common Stock at the option price of **XXX.XX** per share (the “Option Price”) (this grant referred to herein as the “Option” or “ISO”), being not less than the Market Price per share of the Common Stock on the Grant Date of the Option (provided, however, that if the Participant is a 10% or more Shareholder of the Company, the Option Price has been set at not less than 110% of the Market Price per share on the Grant Date). Such Option will be exercisable as hereinafter provided.

This Option is intended to qualify and be treated as an incentive stock option under Code section 422 although the Company makes no representation or guarantee that the Option will qualify as an incentive stock option. To the extent that the aggregate Market Price (determined on the Grant Date) of the shares of Common Stock with respect to which incentive stock options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and its Affiliates) exceeds \$100,000, the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as non-qualified stock options instead.

2. **Expiration Date**. The Expiration Date of this Option is the date that is ten (10) years (five years if the Participant is a 10% or more Shareholder of the Company) from the Grant Date. This Option may not be exercised on or after the Expiration Date.

3. **Vesting of Option**. Except as provided in paragraphs 7, 8, or 10, this Option shall become vested on the \_\_\_\_\_ anniversary of the Grant Date.

4. **Exercisability of Option**. Except as provided in paragraphs 7, 8, or 10, this Option shall become exercisable on the \_\_\_\_\_ anniversary of the Grant Date. Once the Option has become exercisable in accordance with the preceding sentence, it shall continue to be exercisable until the termination of Participant’s rights hereunder pursuant to paragraphs 7, 8, or 10, or until the Expiration Date, if earlier. A partial exercise of this Option shall not affect Participant’s right to exercise this Option with respect to the remaining shares, subject to the terms and conditions of the Plan and those set forth herein.

5. **Method of Exercising and Payment for Shares**. This Option shall be exercised pursuant to procedures established by the Committee for exercising this Option.

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6. **Nontransferability**. This Option is nontransferable except by will or the laws of descent and distribution. During Participant's lifetime, this Option may be exercised only by Participant.

7. **Upon a Qualifying Termination Event**.

(a) Notwithstanding anything in this Option to the contrary, if, prior to the forfeiture of the Option under paragraph 9, Participant experiences a Qualifying Termination Event (as defined below), the Option shall become vested as to a pro-rata portion of the Option, as determined in accordance with the following sentence. The pro-rata portion of the Option that shall vest pursuant to the preceding sentence shall be equal to \_\_\_<sup>th</sup> of the shares subject to the Option, for each full month of service performed by the Participant after the Grant Date and prior to the Qualifying Termination Event. The non-vested portion of the Option shall be forfeited.

(b) If the Qualifying Termination Event is the Participant's death or Disability (as defined below), the portion of the Option vested pursuant to paragraph 3 or subparagraph (a) of this paragraph 7 may be exercised beginning on the date the Option becomes vested and shall remain exercisable for (i) a period of 12 months after the date of death or Disability, as applicable, or (ii) if earlier, the Expiration Date, (the exercise period under (i) or (ii), as applicable, referred to herein as the Qualified Termination Event Exercise Period), and the Participant or Participant's beneficiary (or estate as the case may be) may exercise this Option during the Qualified Termination Event Exercise Period. Participant shall have the right to designate his beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a beneficiary, or if at the time of his death there is no surviving beneficiary, this Option may be exercised by his estate.

(c) If the Qualifying Termination Event is an event other than the Participant's death or Disability, the portion of the Option vested pursuant to paragraph 3 or subparagraph (a) of this paragraph 7 may be exercised beginning on the date the Option becomes vested and shall remain exercisable (i) for a period of 90 days after the Qualified Termination Event, or (ii) if earlier, until the Expiration Date.

8. **Exercise of Vested Options After Other Termination of Employment**. Except as provided in paragraph 7, in the event Participant ceases to be employed by the Company or an Affiliate, the rules under this paragraph 8 shall apply. If Participant ceases to be employed after the Option is vested, but prior to the Expiration Date, Participant may exercise this Option with respect to the shares he is entitled to purchase pursuant to paragraphs 3 and 4 above within sixty (60) days of the date of such termination of employment (but in no event later than the Expiration Date). Any portion of the vested Option that is not exercised within the foregoing sixty (60) day period shall be immediately forfeited.

9. **Forfeiture**. Any non-vested portion of the Option that does not become vested pursuant to paragraph 3, 7(a) or 10, shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason.

10. **Change in Control**. In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Option under paragraph 9, the provisions of this paragraph 10 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.

(a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 11) concurrent with or within two (2) years after the date of the Change in Control, the non-vested Replacement Award shall become immediately vested and shall be exercisable as provided in paragraph 7(b), at the time of the termination or resignation. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 9 and 11, references to the Company or an Affiliate shall also include any successor entity.

(b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's shares continue to be traded on the NASDAQ Global Market or another established securities market and this Option remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 11) concurrent with or within two (2) years after the date of the Change in Control, the non-vested Option shall become immediately vested and shall be exercisable as provided in paragraph 7(c), as of the time of the termination or resignation.

11. **Qualifying Termination Event and Other Terms**.

(a) For purposes of this Option, Qualifying Termination Event shall mean a Participant's death, Disability, termination by the Company or an Affiliate other than for Cause, or voluntary termination for Good Reason.

(b) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(c) If the events described in subparagraph (a) or paragraph 10 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Option shall terminate, and this Option shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

12. **Fractional Shares**. Fractional shares shall not be issuable hereunder, and when any provision hereof may entitle Participant to a fractional share such fraction shall be disregarded.

13. **No Right to Continued Employment**. This Option does not confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his employment at any time.

14. **Change in Capital Structure**. The terms of this Option shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.

15. **Governing Law**. This Option shall be governed by the laws of the State of Delaware and applicable Federal law. All disputes arising under this Option shall be adjudicated solely within the state or Federal courts located within the State of Delaware.

16. **Conflicts**.

(a) In the event of any conflict between the provisions of the Plan as in effect on the date hereof and the provisions of this Option, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

(b) In the event of any conflict between the provisions of this Option and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement, the provisions of that separate Agreement shall govern.

17. **Binding Effect**. Subject to the limitations set forth herein and in the Plan, this Option shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

18. **Taxes**. If the Company, in its discretion, determines that it is obligated to withhold tax in connection with the exercise of the Option, tax withholding, including employment taxes, Federal income taxes, and state and local income taxes with respect to the state and locality where, according to the Company's system of records, the Participant resides at the time the Option is exercised, will be satisfied by the Participant as instructed in the established procedures for exercising this Option; *provided, however*, that the foregoing employment, Federal, state and local income tax withholding provision shall be subject to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of exercising this Option.

19. **Recoupment**. In addition to any other applicable provision of the Plan, this Option is subject to the terms of any separate Clawback Policy maintained by the Company, as such Policy may be amended from time to time.

20. **Qualification as an Incentive Stock Option**. It is understood that this Option is intended to qualify as an incentive stock option as defined in Section 422 of the Code to the extent permitted under applicable law. Accordingly, the Participant understands that solely for purposes of obtaining the benefits of an ISO, (a) no sale or other disposition may be made of shares for which ISO treatment is desired within one (1) year following the date of exercise of the Option or within two (2) years from the Grant Date, and (b) to the extent the Participant becomes eligible to exercise the Option upon a Qualifying Termination Event other than the Participant's death or Disability, the Option exercise must occur within 90 days after the relevant Qualifying Termination Event. The Participant understands and agrees that the Company shall not be liable or responsible for any additional tax liability the Participant incurs in the event that the Internal Revenue Service for any reason determines that this Option does not qualify as an ISO within the meaning of the Code.

21. **Disqualifying Disposition** . If the Participant disposes of the shares of Common Stock prior to the expiration of either two (2) years from the Grant Date or one (1) year from the date the shares are transferred to the Participant pursuant to the exercise of the Option (a “Disqualifying Disposition”), the Participant shall notify the Company in writing within thirty (30) days after such disposition of the date and terms of such disposition. The Participant also agrees to provide the Company with any information concerning any such dispositions as the Company requires for tax purposes.

22. **Acceptance** . Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. Participant has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such exercise or disposition.

IN WITNESS WHEREOF, the Company and Participant have each caused this Notice of Option Grant to be signed on their behalf.

**Cinedigm Corp.**

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

\_\_\_\_\_  
**Participant**

**NOTICE OF OPTION GRANT**

under the

**CINEDIGM CORP. 2017 EQUITY INCENTIVE PLAN**No. of shares subject to option: **« Stock Options »**

**This GRANT, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_** by Cinedigm Corp., a Delaware corporation (the "Company"), to **«First Name» «Last Name»** ("Participant"), is made pursuant and subject to the provisions of the Company's 2017 Equity Incentive Plan (the "Plan"), a copy of which has been given to Participant. All terms used herein that are defined in the Plan have the same meanings given them in the Plan.

1. **Grant of Option**. Pursuant to the Plan, the Company, on \_\_\_\_\_, 20\_\_ ("Grant Date"), granted to Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the right and option to purchase from the Company all or any part of the aggregate of \_\_\_\_\_ shares of Common Stock at the option price of **\$XX.XX** per share (the "Option Price") (this grant referred to herein as the "Option"), being not less than the Market Price per share of the Common Stock on the Grant Date of the Option. Such Option will be exercisable as hereinafter provided. This Option is not intended to be treated as an incentive stock option under Code section 422.
  2. **Expiration Date**. The Expiration Date of this Option is the date that is ten (10) years from the Grant Date. This Option may not be exercised on or after the Expiration Date.
  3. **Vesting of Option**. Except as provided in paragraphs 7, 8, or 10, this Option shall become vested on the \_\_\_\_ anniversary of the Grant Date.
  4. **Exercisability of Option**. Except as provided in paragraphs 7, 8, or 10, this Option shall become exercisable on the \_\_\_\_ anniversary of the Grant Date. Once the Option has become exercisable in accordance with the preceding sentence, it shall continue to be exercisable until the termination of Participant's rights hereunder pursuant to paragraphs 7, 8, or 10, or until the Expiration Date, if earlier. A partial exercise of this Option shall not affect Participant's right to exercise this Option with respect to the remaining shares, subject to the terms and conditions of the Plan and those set forth herein.
  5. **Method of Exercising and Payment for Shares**. This Option shall be exercised pursuant to procedures established by the Committee for exercising this Option.
  6. **Nontransferability**. This Option is nontransferable except by will or the laws of descent and distribution. During Participant's lifetime, this Option may be exercised only by Participant.
  7. **Upon a Qualifying Termination Event**.
    - (a) Notwithstanding anything in this Option to the contrary, if, prior to the forfeiture of the Option under paragraph 9, Participant experiences a Qualifying Termination Event (as defined below), the Option shall become vested as to a pro-rata portion of the Option, as determined in accordance with the following sentence. The pro-rata portion of the Option that shall vest pursuant to the preceding sentence shall be equal to \_\_\_\_<sup>th</sup> of the shares subject to the Option, for each full month of service performed by the Participant after the Grant Date and prior to the Qualifying Termination Event. The non-vested portion of the Option shall be forfeited.
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(b) The portion of the Option vested pursuant to paragraph 3 or subparagraph (a) of this paragraph 7 may be exercised beginning on the date the Option becomes vested and shall remain exercisable according to the terms provided in paragraph 4 , and the Participant or Participant's beneficiary (or estate as the case may be) may exercise this Option during the remainder of the period preceding the Expiration Date. Participant shall have the right to designate his beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a beneficiary, or if at the time of his death there is no surviving beneficiary, this Option may be exercised by his estate.

8. **Exercise of Vested Option After Other Termination of Employment**. Except as provided in paragraph 7, in the event Participant ceases to be employed by the Company or an Affiliate, the rules under this paragraph 8 shall apply. If Participant ceases to be employed after the Option is vested, but prior to the Expiration Date, Participant may exercise this Option with respect to the shares he is entitled to purchase pursuant to paragraphs 3 and 4 above within sixty (60) days of the date of such termination of employment (but in no event later than the Expiration Date). Any portion of the vested Option that is not exercised within the foregoing sixty (60) day period shall be immediately forfeited.

9. **Forfeiture**. Any non-vested portion of the Option that does not become vested pursuant to paragraph 3, 7(a) or 10, shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason.

10. **Change in Control**. In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Option under paragraph 9, the provisions of this paragraph 10 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.

(a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 11) concurrent with or within two (2) years after the date of the Change in Control, the non-vested Replacement Award shall become immediately vested and shall be exercisable as provided in paragraph 7(b), at the time of the termination or resignation. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 9 and 11, references to the Company or an Affiliate shall also include any successor entity.

(b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's shares continue to be traded on the Nasdaq Global Market or another established securities market and this Option remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 11) concurrent with or within two (2) years after the date of the Change in Control, the non-vested Option shall become immediately vested and shall be exercisable as provided in paragraph 7(b), as of the time of the termination or resignation.

11. **Qualifying Termination Event and Other Terms**.

(a) For purposes of this Option, Qualifying Termination Event shall mean a Participant's death, Disability, termination by the Company or an Affiliate other than for Cause, or voluntary termination for Good Reason.

(b) “Disability” shall mean a Participant’s permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(c) If the events described in subparagraph (a) or paragraph 10 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Option shall terminate, and this Option shall expire on the date of Participant’s termination of employment. The Committee shall have the authority to determine whether Participant’s termination from employment is for Cause or for any reason other than Cause.

12. **Fractional Shares.** Fractional shares shall not be issuable hereunder, and when any provision hereof may entitle Participant to a fractional share such fraction shall be disregarded.

13. **No Right to Continued Employment.** This Option does not confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his employment at any time.

14. **Change in Capital Structure.** The terms of this Option shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.

15. **Governing Law.** This Option shall be governed by the laws of the State of Delaware and applicable Federal law. All disputes arising under this Option shall be adjudicated solely within the state or Federal courts located within the State of Delaware.

16. **Conflicts.**

(a) In the event of any conflict between the provisions of the Plan as in effect on the date hereof and the provisions of this Option, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

(b) In the event of any conflict between the provisions of this Option and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement, the provisions of that separate Agreement shall govern.

17. **Binding Effect.** Subject to the limitations set forth herein and in the Plan, this Option shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

18. **Taxes.** Tax withholding requirements attributable to the exercise of this Option, including employment taxes, Federal income taxes, and state and local income taxes with respect to the state and locality where, according to the Company's system of records, the Participant resides at the time the Option is exercised, except as otherwise might be determined to be required by the Company, will be satisfied by the Participant as instructed in the established procedures for exercising this Option; *provided, however*, that the foregoing employment, Federal, state and local income tax withholding provision shall be subject to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of exercising this Option.

19. **Recoupment.** In addition to any other applicable provision of the Plan, this Option is subject to the terms of any separate Clawback Policy maintained by the Company, as such Policy may be amended from time to time.

20. **Acceptance.** Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. Participant has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such exercise or disposition.

IN WITNESS WHEREOF, the Company and Participant have each caused this Notice of Option Grant to be signed on their behalf.

**Cinedigm Corp.**

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

\_\_\_\_\_  
**Participant**

**NOTICE OF RESTRICTED STOCK AWARD**

under the

**CINEDIGM CORP. 2017 EQUITY INCENTIVE PLAN****\_\_\_\_\_ Shares of Restricted Stock**

**THIS AWARD, made as of the \_\_\_ day of \_\_\_\_, 20\_\_**, by Cinedigm Corp., a Delaware Corporation (the "Company"), to \_\_\_\_\_ ("Participant"), is made pursuant to and subject to the provisions of the Company's 2017 Equity Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meaning given them in the Plan.

1. **Award of Stock**. Pursuant to the Plan, the Company, on \_\_\_\_\_, 20\_\_ (the "Date of Grant"), granted Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth herein, an award of \_\_\_\_\_ shares of Common Stock, hereinafter described as "Restricted Stock."
2. **Restrictions**. Except as provided in this Notice of Award, the Restricted Stock is nontransferable and is subject to a substantial risk of forfeiture.
3. **Stock Power**. Participant shall deliver to the Company a stock power, endorsed in blank, with respect to the Restricted Stock evidenced by each Certificate. The Company shall use the stock power to cancel any shares of Restricted Stock that do not become Vested (defined below). The Company shall return the stock power to Participant with respect to any shares of Restricted Stock that become Vested.
4. **Vesting**. Participant's interest in the shares of Restricted Stock shall become transferable and nonforfeitable ("Vested") as of the \_\_\_\_\_ anniversary of the Date of Grant.

**Termination of Employment During the Vesting Period**

5. **Upon a Qualifying Termination Event**. Notwithstanding anything in this Notice of Award to the contrary, if, prior to the forfeiture of the Restricted Stock under paragraph 6, Participant experiences a Qualifying Termination Event (as defined below), Restricted Stock that is forfeitable shall become vested as to a pro-rata portion of the Award, as determined in accordance with the following sentence. The pro-rata portion of the Award that shall vest pursuant to the preceding sentence shall be equal to \_\_\_\_\_<sup>th</sup> of the Restricted Stock subject to the Award, for each full month of service performed by the Participant after the Grant Date and prior to the Qualifying Termination Event. The non-vested portion of the Award shall be forfeited.
  6. **Forfeiture**. Except as provided in paragraph 7, all Restricted Stock that is forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason except a Qualifying Termination Event.
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## General Provisions

7. **Change in Control**. In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Restricted Stock under paragraph 6, the provisions of this paragraph 7 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.
- (a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Replacement Award shall become immediately vested and payable at the time of the termination or resignation. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 5 and 8, references to the Company or an Affiliate shall also include any successor entity.
- (b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's shares continue to be traded on the NASDAQ Global Market or another established securities market, and this Award remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 8) concurrent with or within two (2) years after the date of the Change in Control, the unvested Award shall become immediately vested and payable at the time of the termination or resignation.
8. **Qualifying Termination Event and Other Terms**
- (a) For purposes of this Award, Qualifying Termination Event shall mean a Participant's death, Disability, or termination by the Company or an Affiliate other than for Cause, or voluntary termination for Good Reason.
- (b) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.
- (c) If the events described in subparagraph (a), or paragraph 7 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.
9. **Custody of Certificates**. Each Certificate shall be retained by the Company so long as the Restricted Stock evidenced by the Certificate is nontransferable. The Company shall deliver to Participant the Certificate when the Restricted Stock evidenced by the Certificate becomes Vested.
10. **Shareholder Rights**. Participant will have the right to vote the Restricted Stock as of the Date of Grant.
11. **No Right to Continued Employment**. Neither this Notice of Award nor the issuance of Restricted Stock shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his employment at any time.

12. **Change in Capital Structure**. In accordance with the terms of the Plan, the terms of this grant shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.
13. **Governing Law**. This Notice of Award shall be governed by the laws of the State of Delaware and federal Law.
14. **Conflicts**.
- (a) In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Notice of Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Date of Grant.
- (b) In the event of any conflict between the provisions of this Award and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement entered between the Participant and the Company, the provisions of that separate Agreement shall govern.
15. **Participant Bound by Plan**. Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.
16. **Binding Effect**. Subject to the limitations stated above and in the Plan, this Notice of Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of the Participant and the successors of the Company.
17. **Taxes**. Participant shall be responsible for the satisfaction of income and employment tax withholding requirements attributable to the vesting of shares of Restricted Stock.
18. **Recoupment**. In addition to any other applicable provision of the Plan, this Award is subject to the terms of any separate Clawback Policy maintained by the Company, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company and Participant have each caused this Notice of Award to be signed on their behalf.

**CINEDIGM CORP.**

By \_\_\_\_\_

\_\_\_\_\_  
**Participant**

**NOTICE OF RESTRICTED STOCK UNIT AWARD**

under the

**CINEDIGM CORP. 2017 EQUITY INCENTIVE PLAN**

This AWARD, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Cinedigm Corp., a Delaware corporation (the “Company”), to **XXXX** (“Participant”), is made pursuant to and subject to the provisions of the Company’s 2017 Equity Incentive Plan (the “Plan”). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

**Contingent Restricted Stock Units**

1. **Grant Date**. Pursuant to the Plan, the Company, on \_\_\_\_\_, 20\_\_ (the “Grant Date”), granted Participant an incentive award (“Award”) in the form of **XXXX Restricted Stock Units**, subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Accounts**. Restricted Stock Units granted to Participant shall be credited to an account (the “Account”) established and maintained for Participant. A Participant’s Account shall be the record of Restricted Stock Units granted to the Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
3. **Terms and Conditions**. Except as otherwise provided herein, the Restricted Stock Units shall remain nonvested and subject to substantial risk of forfeiture.

**Valuation of Restricted Stock Units**

4. **Value of Units**. The value of each Restricted Stock Unit on any date shall be equal to the value of one share of the Company’s Common Stock on such date.
5. **Value of Stock**. For purposes of this Award, the value of the Company’s Common Stock is the Market Price of the Stock (as defined in the Plan) on the relevant date.

**Vesting of Restricted Stock Units**

6. **Vesting**. Participant’s interest in one half of the Restricted Stock Units shall become vested and non-forfeitable on the \_\_\_\_ anniversary of the Grant Date. The final one half of the Restricted Stock Units shall become vested and non-forfeitable as of the \_\_\_\_ anniversary of the Grant Date.
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### **Termination of Employment During the Vesting Period**

7. **Upon a Qualifying Termination Event**. Notwithstanding anything in this Notice of Award to the contrary, if, prior to the forfeiture of the Restricted Stock Units under paragraph 8, Participant experiences a Qualifying Termination Event (as defined below), Restricted Stock Units that are forfeitable shall become vested as to a pro-rata portion of the Award, as determined in accordance with the following sentence. The pro-rata portion of the Award that shall vest pursuant to the preceding sentence shall be equal to \_\_\_<sup>th</sup> of the Restricted Stock Units subject to the Award, for each full month of service performed by the Participant after the Grant Date and prior to the Qualifying Termination Event. The non-vested portion of the Award shall be forfeited.
8. **Forfeiture**. Except as provided in paragraph 18, all Restricted Stock Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason except a Qualifying Termination Event.

### **Payment of Awards**

9. **Time of Payment**. Payment of Participant's Restricted Stock Units shall be made as soon as practicable after the Units have vested, but in no event later than March 15<sup>th</sup> of the calendar year after the year in which the Units vest.
10. **Form of Payment**. The vested Restricted Stock Units shall be paid in whole shares of the Company's Common Stock.
11. **Death of Participant**. If Participant dies prior to the payment of his or her non-forfeitable Restricted Stock Units, such Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of the Participant's death there is no surviving Beneficiary, any amounts payable will be paid to the Participant's estate.
12. **Taxes**. The Company will withhold from the Award the number of shares of Common Stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by the Participant as their place of residence in the Company's system of record at the time the Award becomes taxable, except to the extent otherwise determined to be required by the Company, subject, however, to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

### **General Provisions**

13. **No Right to Continued Employment**. Neither this Award nor the granting or vesting of Restricted Stock Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment at any time.

14. **Change in Capital Structure**. In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.
15. **Governing Law**. This Award shall be governed by the laws of the State of Delaware and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the state or Federal courts located within the State of Delaware.
16. **Conflicts**.
- (a) In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.
- (b) In the event of any conflict between the provisions of this Award and the provisions of any separate Agreement between the Company and the Participant, including, but not limited to, any Severance Compensation Agreement entered between the Participant and the Company, the provisions of that separate Agreement shall govern.
17. **Binding Effect**. Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
18. **Change in Control**. In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Restricted Stock Units under paragraph 8, the provisions of this paragraph 18 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.
- (a) Any Replacement Award made to the Participant shall provide that if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Replacement Award shall become immediately vested and payable at the time of the termination or resignation. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law. For purposes of paragraphs 7 and 19, references to the Company or an Affiliate shall also include any successor entity.
- (b) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's shares continue to be traded on the NASDAQ Global Market or another established securities market, and this Award remains in effect, if the Participant is terminated by the Company other than for Cause or voluntarily resigns for Good Reason (as defined in paragraph 19) concurrent with or within two (2) years after the date of the Change in Control, the unvested Award shall become immediately vested and payable at the time of the termination or resignation.
19. **Qualifying Termination Event and Other Terms**.
- (a) For purposes of this Award, Qualifying Termination Event shall mean a Participant's death, Disability, termination by the Company or an Affiliate other than for Cause, or voluntary termination for Good Reason.

(b) "Disability" shall mean a Participant's permanent and total disability within the meaning of Section 22(e)(3) of the Code.

(c) If the events described in subparagraph (a) or paragraph 18 occur after the date that the Participant is advised (upon recommendation by the Committee) that his employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment. The Committee shall have the authority to determine whether Participant's termination from employment is for Cause or for any reason other than Cause.

20. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of any separate Clawback Policy maintained by the Company, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company and Participant have each caused this Notice of Award to be signed on their behalf.

**Cinedigm Corp.**

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

**Participant**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement of Cinedigm Corp. on Form S-8 to be filed on or about September 29, 2017 of our report dated June 29, 2017, on our audits of the consolidated financial statements as of March 31, 2017 and 2016 and for each of the years in the two-year period ended March 31, 2017, which report was included in the Annual Report on Form 10-K filed June 29, 2017.

/s/ EISNERAMPER LLP

New York, New York  
September 29, 2017

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