

ALLOCATION AND COOPERATION AGREEMENT

This ALLOCATION AND COOPERATION AGREEMENT (this “Agreement”), dated as of February 24, 2020, is entered into by and among ForgeLight (United) Investors, LLC, a Delaware limited liability company (“ForgeLight”), Searchlight Capital III, L.P., a Cayman Islands exempted limited partnership (“SCIII”), and Searchlight Capital III PV, L.P., a Cayman Islands exempted limited partnership (together with SCIII, “Searchlight”). Each of ForgeLight and Searchlight is referred to herein individually as a “Party” and together as the “Parties”. Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

RECITALS:

A. Concurrently with the execution and delivery of this Agreement, Searchlight III UTD, L.P. (the “Purchaser”) has entered into a Stock Purchase Agreement (together with the schedules (including the United Disclosure Letter and the Purchaser Disclosure Letter), annexes and exhibits thereto, the “Purchase Agreement”) by and among Purchaser, the “Sellers” thereunder, Univision Holdings, Inc., a Delaware corporation (“United”), and the “Seller Representative” thereunder (the “Representative”), a substantially final draft of which Purchase Agreement is attached hereto as Exhibit A. Pursuant to the Purchase Agreement, it is contemplated that Purchaser will, at the Closing, acquire the Purchased Shares from the Sellers (the “Share Purchase”).

B. Each of the Parties has committed, or will commit, to purchase, directly or indirectly through one or more intermediate entities, certain equity securities of the Purchaser (each, a “Commitment”), and in connection therewith, ForgeLight has delivered to Searchlight an executed Equity Commitment Letter, attached hereto as Exhibit B.

C. The Parties have determined that it would be in their best interests, in connection with evaluating, negotiating and consummating the transactions contemplated by the Purchase Agreement (and certain documents and agreements, including with respect to the Commitments, and any related governance agreements, side letters, or any other agreements related to the Transactions) (collectively, “Transaction Documents”), to allocate rights and obligations in respect of the Commitments and certain fees, costs and expenses incurred by the Parties in connection with the Transactions.

D. The Parties desire to set forth in this Agreement their mutually agreed-upon terms and conditions in connection with (among other things) such allocation and their respective cooperation with respect to the consummation of the transactions contemplated by the Transaction Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending to be bound legally by this Agreement, hereby agree as follows:

1. Costs and Expenses.

a. Allocation of Costs and Expenses.

(i) Shared Costs. In the event the Closing occurs, each Party shall bear fifty percent (50%) of the total aggregate amount of all reasonable and documented out-of-pocket fees, costs or expenses (including, without limitation, fees, costs and expenses associated with outside counsel, financial advisors, accounting firms or advisors, tax advisors, consultants, regulatory advisors and/or other advisors (collectively, the “Advisors”)) incurred by ForgeLight, Searchlight, Purchaser or their respective Affiliates in connection with: (a) the Parties’ consideration or investigation (including, without limitation, due diligence, debt and equity financing, accounting, structuring, etc.) of United or the Share Purchase; (b) the review of materials relating to United or the Share Purchase or the other transactions contemplated by the Transaction Documents; or (c) (1) the discussion, preparation, drafting, structuring, negotiation or documentation of the Transaction Documents or any of the transactions contemplated thereby, including, without limitation, the Share Purchase or (2) payment obligations of the Purchaser pursuant to the Purchase Agreement (other than the payment of the Purchase Price but including any filing fees and similar obligations of the Purchaser contemplated by the Purchase Agreement) and any Losses incurred by the Purchaser in respect of the Transactions (including in respect of any Proceedings arising therefrom); provided, that, for clarity, the amount of Shared Costs described in this clause (c) shall be reduced by the dollar amount of fees, costs and expenses that United reimburses to ForgeLight pursuant to that certain letter agreement concerning expense reimbursement, dated January 6, 2020, by and between ForgeLight and United (the “Reimbursement Letter”) (all such fees, costs or expenses in the foregoing clauses (a)-(c), the “Shared Costs”); provided, that, notwithstanding the foregoing, in the event the Closing occurs, Searchlight shall bear [REDACTED] as a percentage of the total equity amount of the total allocation of Shared Costs specified by this Section 1.a.(i) (and ForgeLight’s portion of the Shared Costs shall be correspondingly reduced by such amount); provided, further, that, in the event the Closing does not occur and this Agreement is terminated pursuant to Section 8, each Party shall bear fifty percent (50%) of the Shared Costs. Shared Costs include, without limitation, the fees, costs and expenses of the following: [REDACTED]



(ii) Party Costs. Each Party shall bear its own internal costs incurred in connection with its evaluation, review, negotiation and documentation of the Transaction Documents and/or consummation of the transactions contemplated thereby (including, without limitation, the Share Purchase). To the extent not constituting Shared Costs, each party shall bear its own out-of-pocket fees, costs or expenses incurred in connection with the evaluation, review, negotiation and documentation of the Transaction Documents and/or consummation of the transactions contemplated thereby (including, without limitation, the Share Purchase).

b. Other Expenses. For the avoidance of doubt, except as described in this Section 1, or as otherwise agreed in writing by the Parties, each Party shall bear its own expenses incurred in connection with the evaluation, review, negotiation and documentation of the Transaction Documents and/or consummation of the transactions contemplated thereby (including, without limitation, the Share Purchase).

2. Information Sharing. Each Party shall: (w) use reasonable efforts to keep each other Party informed regarding all material discussions and negotiations it (or its Affiliates) engages in with respect to the Transaction Documents and/or consummation of the transactions contemplated thereby (including, without limitation, the Share Purchase); (x) promptly deliver to each other Party any notices delivered to it (or its Affiliates) pursuant to the Transaction Documents and/or consummation of the transactions contemplated thereby (including, without limitation, the Share Purchase); (y) consult with each other Party and keep each other Party informed with respect to the material terms of any definitive agreements relating to a Refinancing (as defined in the Purchase Agreement) and with respect to any material modifications thereto; and (z) consult with each other Party with respect to negotiating and entering into definitive agreements with senior members of management of United and its Subsidiaries with respect to the terms of such senior management's employment, compensation and equity incentives at Closing and following the Closing.

3. Closing Conditions; Other Decisions.

a. If one of Searchlight or ForgeLight, but not both of them, determines that the closing conditions under the Purchase Agreement have not been satisfied and that such Party will not grant a waiver of such failure of the conditions to closing to be satisfied, then such Party (the “Non-Waiving Party”) shall promptly notify the other Party (the “Waiving Party”) of such determination in writing (the “Non-Waiver Notice”). Upon receipt of the Non-Waiver Notice, the Waiving Party shall have three (3) Business Days to respond to the Non-Waiving Party in writing, that it either (1) agrees with the assertion of the Non-Waiving Party and as such agrees that a closing condition has not been satisfied and that a waiver shall not be granted (the “Acceptance Notice”) or (2) that it disagrees with the assertion of the Non-Waiving Party and intends to exercise its rights to waive such failure of the conditions to closing to be satisfied (the “Rejection Notice”); provided, that if the Waiving Party does not deliver either an Acceptance Notice or a Rejection Notice within such three (3) Business Day period, the Waiving Party will be deemed to have delivered the Acceptance Notice. If the Waiving Party delivers (or is deemed to deliver) the Acceptance Notice, then both Searchlight and ForgeLight shall be deemed to have irrevocably determined not to close the transactions contemplated by the Transaction Documents, and each of Searchlight and ForgeLight will be severally, but not jointly and severally, responsible for any damages, losses, settlement payments, expense reimbursements or any other payments that may be required by the Purchaser. If the Waiving Party timely delivers the Rejection Notice, (1) the Waiving Party will have irrevocably assumed the rights and obligations of the Non-Waiving Party to close the transactions contemplated by the Transaction Documents and/or consummation of the transactions contemplated thereby (including, without limitation, the Share Purchase) and shall thereafter be responsible for all of the obligations of the Non-Waiving Party and enjoy the benefits of all of the rights of the Non-Waiving Party under the Transaction Documents and (2) the Parties shall cooperate in a reasonable manner to permit the Waiving Party to proceed with the transactions contemplated by the Transaction Documents and/or consummation of the transactions contemplated thereby (including, without limitation, the Share Purchase).

b. The Parties shall use their good faith efforts to jointly determine and make any decisions with respect to any matters that require the consent of the Purchaser pursuant to the Purchase Agreement (not including, for the avoidance of doubt, any decisions that are otherwise covered by the provisions set forth in Section 3(a) hereof) or the other Transaction Documents. In the event that the Parties do not agree on whether to grant any such consent, the Parties agree that such consent is deemed to not be granted and Purchaser shall so indicate to the Seller Representative or the Sellers (as applicable).

4. Governance Support. Notwithstanding anything to the contrary in this Agreement or in any other agreement between the Parties, including, for the avoidance of

doubt, that certain binding Governance Term Sheet executed on the date hereof by and among Purchaser, ForgeLight LLC, Liberty Global Incorporated Limited and Grupo Televisa, S.A.B (as amended from time to time, the “Term Sheet”), in the event that the aggregate value of the funding paid by ForgeLight or its Affiliates, directly or indirectly, to Purchaser (by funding Purchaser’s equity, directly or indirectly, or by acquiring Purchased Shares directly as a result of the assignment of any of Purchaser’s rights pursuant to the terms of the Purchaser Agreement) at the Closing is less than [REDACTED] ForgeLight and its Affiliates shall (x) appoint as each of their designees to the board of directors of United (the “United Board”) individuals identified in writing by Searchlight and such designees shall not be removed or replaced without Searchlight’s prior written consent and (y) exercise any rights in respect of its equity interests in United, including pursuant to the Term Sheet (and any stockholders agreement executed in respect thereof), including any veto rights provided therein, solely as directed in writing by Searchlight; provided, however, that in the event that the aggregate value of the funding paid by ForgeLight or its Affiliates, directly or indirectly, to Purchaser (by funding Purchaser’s equity, directly or indirectly, or by acquiring Purchased Shares directly as a result of the assignment of any of Purchaser’s rights pursuant to the terms of the Purchaser Agreement) at the Closing is at least [REDACTED] [REDACTED] ForgeLight shall be entitled to designate Mr. Davis to serve on the United Board, and Mr. Davis shall be entitled to exercise in his discretion any voting rights he may have as a member of the United Board; provided, that in such event, Mr. Davis shall not be permitted to exercise, directly or indirectly, any veto rights of ForgeLight, in respect of ForgeLight’s equity interests.

5. Commitments.

a. Immediately prior to the Closing, Searchlight shall assign or otherwise convey to ForgeLight (or its Affiliate(s)), and ForgeLight (or such Affiliate(s)) shall assume or otherwise receive from Searchlight, all of Searchlight’s rights and obligations to purchase pursuant to the Purchase Agreement that portion of Purchased Shares that is proportionate to the allocation of Shared Costs specified in Section 1.a.(i) hereof assuming the Closing occurs. The Parties hereby acknowledge and agree that, unless otherwise expressly agreed in writing by Searchlight, the aggregate value of the equity funded by Searchlight at the Closing shall be [REDACTED] [REDACTED] the aggregate value of the Purchaser’s equity funded by ForgeLight at the Closing. ForgeLight, on behalf of itself and its Related Parties, hereby expressly waives any rights granted to or exercisable by ForgeLight or its Related Parties to enforce Searchlight’s obligations under that certain letter agreement, dated the date hereof, delivered by Searchlight to the Purchaser, pursuant to which Searchlight agreed, subject to certain terms and conditions described therein, to commit certain funds to the Purchaser for purposes of consummating the Transactions.

b. ForgeLight has provided or made available to Searchlight copies of certain equity commitment letters (each, an “Investor Commitment Letter”) that ForgeLight

has received from investors (each, a “ForgeLight Investor”) as of the date hereof, pursuant to which each such ForgeLight Investor has committed to invest in ForgeLight or its Affiliate for the purpose of (among other things) funding ForgeLight’s direct or indirect purchase of Purchased Shares as contemplated hereby in accordance with the form of limited liability company agreement (the “ForgeLight LLC Agreement”) attached to such ForgeLight Investor’s Investor Commitment Letter. As of the date hereof, there is no side letter or similar agreement between ForgeLight or any of its Affiliates, on the one hand, and any ForgeLight Investor, on the other hand, that would reasonably be expected to prevent or material delay or materially impede consummation of the Closing or ForgeLight’s funding obligations under the Equity Commitment Letter. From and after the date hereof, ForgeLight will not, and will cause its relevant Affiliates not to, agree to any amendment or modification to the ForgeLight LLC Agreement, or enter into any side letter or similar agreement with any ForgeLight Investor, that would reasonably be expected to prevent or material delay or materially impede consummation of the Closing or ForgeLight’s funding obligations under the Equity Commitment Letter.

6. Communications with Governmental Entities. In connection with filings or notifications to any Governmental Entity in connection with the Purchase Agreement, neither Party shall be obligated to provide to the other Party any portion of its anti-trust notification, communications filings or other regulatory filings that are not customarily furnished to other purchasing parties in joint-bidding, consortium or other similar group purchaser transaction structures (with respect to provision of such notifications or filings).

7. Relationship of Parties. Nothing contained in this Agreement shall be construed to create as among the Parties an association, trust, partnership, joint venture, association taxable as a corporation or other entity for the conduct of any business for profit, or impose a trust or partnership duty, obligation or liability on, or with regard to, any other Party, nor, subject to Section 1 above, shall any Party, or its representatives have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of any other Party, without the prior written consent of such other Party. No Party shall have any fiduciary duty to any other Party.

8. Term and Termination. This Agreement shall remain in effect until the earliest to occur of: (a) United providing written notice to ForgeLight or Searchlight electing to terminate discussions regarding the Purchase Agreement; (b) ForgeLight or Searchlight providing written notice to United electing to terminate discussions with United regarding the Purchase Agreement; (c) the Parties agreeing in writing to terminate this Agreement; and (d) the Closing. Upon termination of this Agreement in accordance with the foregoing sentence, the Parties shall settle all accounts for Shared Costs within thirty (30) days thereafter (or at the Closing, if such termination is pursuant to the preceding clause (d)) in accordance with the procedures set forth in Section 1.

Notwithstanding such termination, the provisions of Sections 1, 10 and 11, and this Section 8, shall survive such termination.

9. Affiliates. A Party may transfer, assign or delegate any part of its direct or indirect interests under this Agreement to an affiliate of such Party, including for this purpose and for the avoidance of doubt, to a partnership or other fund in which such Party or an Affiliate thereof is the general partner or manager; provided, that (i) the assignor remains liable to each other Party for its obligations hereunder, and (ii) such assignment does not give rise to any adverse consequences in relation to the proposed form of the Share Purchase or the structuring of the Purchaser or its parent entities.

10. Limitation of Liability. No Party, nor the representatives or affiliates of a Party, shall be liable to any other Party hereunder for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the performance or non-performance of this Agreement, including damages or claims in the nature of lost revenue, income or profits or loss of investment opportunities, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, breach of contract, operation of law or otherwise.

11. Miscellaneous.

a. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be sent postage prepaid, certified mail, or by courier or hand delivery, or by facsimile confirmed as to receipt and actually received, as follows:

(i) If to ForgeLight, to it at:

ForgeLight LLC
5 Bryant Park
1065 6th Avenue, 22nd Floor
New York, NY 10018
Attention: Wade Davis
Email: wdavis@forgelight.com

with a copy, which shall not constitute
notice to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: A. Mark Getachew
Email: mgetachew@willkie.com

(ii) If to Searchlight, to it at:

c/o Searchlight Capital Partners, LP
745 Fifth Avenue – 27th Floor
New York, NY 10151
Attention: Andrew Frey and Nadir
Nurmohamed
E-mail: afrey@searchlightcap.com and
nnurmohamed@searchlightcap.com

with a copy, which shall not constitute
notice to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Taurie M. Zeitzer and Justin S.
Rosenberg
Email: tzeitzer@paulweiss.com and
jrosenberg@paulweiss.com

Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party. Without limiting any other means by which a Party may be able to prove that a notice has been received by another Party, all notices and communications shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered; (ii) five (5) business days after being deposited in the mail, postage prepaid, if mailed by first class certified mail, receipt requested; (iii) on the third business day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; and (iv) when received, if sent by email, provided that a hard copy is also sent in accordance with the delivery methods set forth in the prior clauses (i) – (iii). In any case hereunder in which a Party is required or permitted to respond to a notice from another Party within a specified period, such period shall run from (but exclude) the date on which the notice was deemed duly given as above provided, and the response shall be considered to be timely given if given as above provided by the last day of the period provided for such response.

b. No Recourse. Notwithstanding anything that may be expressed or implied in any Transaction Document, each Party unconditionally and irrevocably covenants, agrees and acknowledges that no Person other than the Parties shall have any obligation or liability hereunder (on the terms and subject to the conditions set forth herein), and that notwithstanding that each Party is a partnership, limited partnership

or limited liability company (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) hereunder, under this Agreement or any other Transaction Document or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or representative of any of the foregoing or any of their respective successors or assigns (other than the Purchaser under the Purchase Agreement and subject to the terms and conditions set forth therein) (any such Person, a “Related Party”) of any Party or any Related Party of any Related Party (including, without limitation, any liabilities or obligations arising under, or in connection with, this Agreement or any other Transaction Document or the transactions contemplated hereby or each thereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, by or through a claim by or on behalf of any Party against any Related Party of an Party or any Related Party of such Related Party, whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable Law or otherwise, and (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of any Party or any Related Party of such Related Party for any liabilities or obligations of the Parties under this Agreement or any other Transaction Document or in connection with the transactions contemplated hereby or each thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or otherwise) against such Persons for any such liability or obligation. For the avoidance of doubt, no Party nor any of its Related Parties shall be Related Parties of any other Party.

c. Entire Agreement and Construction. This Agreement, the Purchase Agreement and the other Transaction Documents set forth the full and complete understanding of the Parties relating to the subject matter hereof as of the date hereof, and supersede any and all negotiations, agreements and representations made or dated prior hereto with respect to such subject matter. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such

change, amendment or modification shall be in writing and duly executed by each of the Parties. The captions contained in this Agreement are for convenience and reference only and in no way define, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein. The invalidity of one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the validity of the remaining portions thereof so long as the material purposes of this Agreement can be determined and effectuated. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by each Party. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Agreement, or a Party's waiver of the same in any instance or instances, shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

d. Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as any Party may reasonably request from time to time whether at or after the execution of this Agreement, to the extent required in furtherance of the express provisions of this Agreement.

e. Governing Law; Submission to Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any of the other Parties or their respective successors or assigns shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, any state or federal court within the State of Delaware. Each of the Parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts set forth in this paragraph and agrees that it will not bring any action relating to this Agreement or any of the Transactions in any court other than such courts. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient

forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the Parties agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. To the fullest extent permitted by applicable Law, each of the Parties hereby consents to the service of process in accordance with Section 11.a; provided, that nothing herein shall affect the right of any Party to serve legal process in any other matter permitted by Law.

f. Waiver of Jury Trial. EACH PARTY, ON BEHALF OF ITSELF AND ITS SUBSIDIARIES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.F.

g. Conflicts. In the event of any discrepancy between the terms of this Agreement and the terms of the Term Sheet, the terms of the Term Sheet shall control; provided, however, in the event of any discrepancy between the terms of Section 4 of this Agreement and the terms of the Term Sheet, the terms of Section 4 of this Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers or directors, have executed this Allocation and Cooperation Agreement as of the date first written above.

FORGELIGHT (UNITED) INVESTORS, LLC

By: 

Name: Wade Davis

Title: CEO

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers or directors, have executed this Allocation Agreement as of the date first written above.

SEARCHLIGHT CAPITAL III, L.P.

By: Searchlight Capital Partners III GP, L.P.

By: Searchlight Capital Partners III GP, LLC

By:  _____

Name: Andrew Frey

Title: Authorized Person

SEARCHLIGHT CAPITAL III, L.P.

By: Searchlight Capital Partners III GP, L.P.

By: Searchlight Capital Partners III GP, LLC

By:  _____

Name: Andrew Frey

Title: Authorized Person