

CREDIT AGREEMENT

dated as of

February 28, 2012

among

FACEBOOK, INC.,

THE LENDERS PARTY HERETO

and

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

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J.P. MORGAN SECURITIES LLC  
as Sole Lead Arranger and Joint Bookrunner

MORGAN STANLEY SENIOR FUNDING, INC.  
GOLDMAN SACHS BANK USA  
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED  
BARCLAYS CAPITAL  
as Joint Bookrunners

MORGAN STANLEY SENIOR FUNDING, INC.  
GOLDMAN SACHS BANK USA  
BANK OF AMERICA, N.A.  
BARCLAYS BANK PLC  
as Documentation Agents

CITIBANK, N.A.  
DEUTSCHE BANK SECURITIES INC.  
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH  
as Managing Agents

ROYAL BANK OF CANADA – WFC BRANCH  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Co-Agents

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\$5,000,000,000 Senior Unsecured Revolving Credit Facility

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**SCHEDULES:**

- 1.01 Permitted Holders
- 2.01 Commitments
- 4.02 Equity Interests and Ownership
- 6.02 Existing Liens
- 9.01 Notice Addresses

**EXHIBITS:**

- A Form of Assignment and Assumption Agreement
- B Form of Certificate re Non-Bank Status
- C Form of Closing Date Certificate
- D Form of Compliance Certificate
- E Form of Conversion/Continuation Notice
- F Form of Funding Notice
- G Form of Guarantee Agreement
- H Required Subordination Provisions for Permitted Subordinated Indebtedness

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CREDIT AGREEMENT dated as of February 28, 2012, among FACEBOOK, INC., a Delaware corporation (the “**Borrower**”), the LENDERS party hereto and JPMORGAN CHASE BANK, N.A. (“**JPMCB**”), as the Administrative Agent.

WHEREAS, the Borrower has requested that the Lenders extend credit in the form of Commitments (such term and each other capitalized term used and not otherwise defined herein having the meaning assigned to it in Article 1) under which the Borrower may obtain Loans in Dollars in an aggregate principal amount at any time outstanding that will not result in the aggregate Exposures exceeding \$5,000,000,000, and the Lenders are willing, on the terms and subject to the conditions set forth herein, to extend such credit.

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the parties hereto agree as follows:

ARTICLE 1  
DEFINITIONS AND INTERPRETATION

**Section 1.01. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

“**Adjusted Eurodollar Rate**” means, for any Interest Rate Determination Date with respect to an Interest Period for a Eurodollar Rate Loan, the rate per annum obtained by dividing (and rounding upwards, if necessary, to the next 1/100 of 1%) (a) (i) the rate per annum (rounded, if necessary, to the nearest 1/100 of 1%) equal to the rate determined by the Administrative Agent to be the offered rate that appears on the page of the Reuters Screen that displays an average British Bankers Association Interest Settlement Rate (such page currently being LIBOR01 page) for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, or (ii) in the event the rate referenced in the preceding clause (i) does not appear on such page or if the Reuters Screen shall cease to be available, the rate per annum (rounded, if necessary, to the nearest 1/100 of 1%) equal to the rate determined by the Administrative Agent to be the offered rate on such other page or other service that displays an average British Bankers Association Interest Settlement Rate for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, or (iii) in the event the rates referenced in the preceding clauses (i) and (ii) are not available, the rate per annum (rounded, if necessary, to the nearest 1/100 of 1%) equal to the offered quotation rate to first class banks in the London interbank market by JPMorgan Chase Bank, N.A. for deposits (for delivery on the first day of such Interest Period) in Dollars in same day funds of \$5,000,000 with maturities comparable to such Interest Period as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, by (b) an amount equal to (i) one *minus* (ii) the Applicable Reserve Requirement.

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**“Administrative Agent”** means JPMCB, in its capacity as administrative agent for the Lenders hereunder and under the other Credit Documents, and its successors in such capacity as provided in Article 8.

**“Adverse Proceeding”** means any action, suit, proceeding, hearing or investigation, in each case whether administrative, judicial or otherwise, by or before any Governmental Authority or any arbitrator, that is pending or, to the knowledge of any Authorized Officer of the Borrower or any Subsidiary, threatened against or affecting the Borrower or any Subsidiary or any property of the Borrower or any Subsidiary, as to which there is a reasonable possibility of an adverse determination.

**“Affected Lender”** as defined in Section 2.14(b).

**“Affected Loans”** as defined in Section 2.14(b).

**“Affiliate”** means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with the Person specified.

**“Aggregate Amounts Due”** as defined in Section 2.13.

**“Agreement”** means this Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

**“Applicable Margin”** means (a) in the case of each Eurodollar Rate Loan, 1.000% per annum, and (b) in the case of each Base Rate Loan, .0% per annum.

**“Applicable Reserve Requirement”** means, at any time, for any Eurodollar Rate Loan, the maximum rate, expressed as a decimal, at which reserves (including any basic marginal, special, supplemental, emergency or other reserves) are required to be maintained with respect thereto against “Eurocurrency liabilities” (as such term is defined in Regulation D) under regulations issued from time to time by the Board of Governors or other applicable banking regulator. Without limiting the effect of the foregoing, the Applicable Reserve Requirement shall reflect any other reserves required to be maintained by member banks with respect to (a) any category of liabilities which includes deposits by reference to which the applicable Adjusted Eurodollar Rate or any other interest rate of a Loan is to be determined or (b) any category of extensions of credit or other assets which include Eurodollar Rate Loans. A Eurodollar Rate Loan shall be deemed to constitute Eurocurrency liabilities and as such shall be deemed subject to reserve requirements without benefit of credit for proration, exceptions or offsets that may be available from time to time to the applicable Lender. The rate of interest on Eurodollar Rate Loans shall be adjusted automatically on and as of the effective date of any change in the Applicable Reserve Requirement.

**“Approved Electronic Communications”** means any notice, demand, communication, information, document or other material that any Credit Party provides to the Administrative Agent pursuant to any Credit Document or the

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transactions contemplated therein that is distributed to the Administrative Agent or to the Lenders by means of electronic communications pursuant to Section 9.01(b).

**“Arranger”** means J.P. Morgan Securities LLC, in its capacity as sole lead arranger with respect to the credit facility established under this Agreement.

**“Assignment Agreement”** means an Assignment and Assumption Agreement substantially in the form of Exhibit A, with such amendments or modifications thereto as may be approved by the Administrative Agent.

**“Assignment Effective Date”** as defined in Section 9.06(b).

**“Authorized Officer”** means, with respect to any Person, any individual holding the position of chief executive officer, chief operating officer, chief financial officer, general counsel, controller or treasurer of such Person or any other officer of such Person designated as an Authorized Officer by the board of directors or other governing body of such Person.

**“Bankruptcy Code”** means Title 11 of the United States Code entitled “Bankruptcy,” as amended from time to time, or any successor statute.

**“Base Rate”** means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus  $\frac{1}{2}$  of 1% and (c) the sum of (i) the Adjusted Eurodollar Rate that would be applicable to a Eurodollar Rate Loan with an Interest Period of one month commencing on such day and (ii) the excess of the Applicable Margin with respect to Eurodollar Rate Loans over the Applicable Margin with respect to Base Rate Loans. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate shall be effective on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate, as the case may be.

**“Base Rate Borrowing”** means a Borrowing comprised of Loans that are Base Rate Loans.

**“Base Rate Loan”** means a Loan bearing interest at a rate determined by reference to the Base Rate.

**“Board of Governors”** means the Board of Governors of the United States Federal Reserve System, or any successor thereto.

**“Borrower”** as defined in the preamble hereto.

**“Borrowing”** means Loans of the same Type made, converted or continued on the same date and, in the case of Eurodollar Rate Loans, as to which a single Interest Period is in effect.



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**“Bridge Facility”** means the \$3,000,000,000 364-day senior unsecured bridge facility to be entered into on or around the Closing Date by the Borrower, the lenders party thereto and JPMCB, as administrative agent.

**“Business Day”** means any day other than a Saturday, Sunday or a day that is a legal holiday under the laws of the State of New York or on which banking institutions located in such State are authorized or required by law to remain closed; *provided* that, with respect to all notices, determinations, fundings and payments in connection with the Adjusted Eurodollar Rate or any Eurodollar Rate Loan, such day is also a day for trading by and between banks in Dollar deposits in the London interbank market.

**“Capital Lease Obligations”** of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in conformity with GAAP. For purposes of Section 6.02, a Capital Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

**“Cash”** means money, currency or a credit balance in any demand or Deposit Account.

**“Certificate re Non-Bank Status”** means a certificate substantially in the form of Exhibit B.

**“Change in Control”** means (a) prior to an IPO, the failure by the Permitted Holders to own, beneficially and of record, Equity Interests in the Borrower representing at least 50.1% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the Borrower; and (b) after an IPO, (i) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder), other than the Permitted Holders, of Equity Interests in the Borrower (or in any Person of which the Borrower is a direct or indirect wholly-owned Subsidiary) representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the Borrower (or such Person); or (ii) persons who were (A) directors of the Borrower on the date hereof, (B) nominated by the board of directors of the Borrower or (C) appointed or elected by directors that were directors of the Borrower on the date hereof, directors nominated as provided in the preceding clause (B), or with the approval of a majority in voting power held by the Permitted Holders, in each case other than any person whose initial nomination or appointment occurred as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors on the board of directors of the Borrower (other than any such solicitation made by the board of directors of the Borrower), ceasing to occupy a majority of the seats (excluding vacant seats) on the board of directors of the Borrower.

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**“Change in Law”** means (a) the introduction or adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; *provided* that (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

**“Closing Date”** means the date on which the conditions specified in Section 3.01 are satisfied (or waived in accordance with Section 9.05).

**“Closing Date Certificate”** means a Closing Date Certificate substantially in the form of Exhibit C.

**“Commitment”** means, with respect to each Lender, the commitment of such Lender to make Loans hereunder, expressed as an amount representing the maximum aggregate amount of such Lender’s Exposure permitted hereunder, as such Commitment may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.06, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 or in the Assignment Agreement pursuant to which such Lender shall have assumed its Commitment. The initial aggregate amount of the Commitments is \$5,000,000,000.

**“Commitment Period”** means the period from the Closing Date to but excluding the Commitment Termination Date.

**“Commitment Termination Date”** means the earlier to occur of (a) the Maturity Date and (b) the date on which all the Commitments are terminated or permanently reduced to zero pursuant to Section 2.09(a)(ii) or 2.09(b) or Article 7.

**“Compliance Certificate”** means a certificate substantially in the form of Exhibit D, with such amendments or modifications thereto as may be approved by the Administrative Agent.

**“Confidential Information”** as defined in Section 9.17.

**“Consolidated Net Income”** means, for any period, the net income or loss of the Borrower and its consolidated Subsidiaries for such period, determined on a consolidated basis in conformity with GAAP; *provided* that there shall be excluded (a) the income of any Person that is not a consolidated Subsidiary except to the extent of

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the amount of cash dividends or similar cash distributions actually paid by such Person to the Borrower or, subject to clauses (b) and (c) below, any consolidated Subsidiary during such period, (b) the income of, and any amounts referred to in clause (a) above paid to, any consolidated Subsidiary of the Borrower that is not a Subsidiary Guarantor to the extent that, on the date of determination, the declaration or payment of cash dividends or similar cash distributions by such Subsidiary is not permitted without any prior approval of any Governmental Authority that has not been obtained or is not permitted by the operation of the terms of the Organizational Documents of such Subsidiary, any agreement or other instrument binding upon such Subsidiary or any law applicable to such Subsidiary, unless such restrictions with respect to the payment of cash dividends and other similar cash distributions have been legally and effectively waived, and (c) the income or loss of, and any amounts referred to in clause (a) above paid to, any consolidated Subsidiary that is not a Subsidiary Guarantor and is not wholly owned by the Borrower to the extent such income or loss or such amounts are attributable to the noncontrolling interest in such consolidated Subsidiary.

“**Contractual Obligation**” means, with respect to any Person, any provision of any Equity Interest or other security issued by such Person or of any indenture, mortgage, deed of trust, contract, undertaking or other agreement or instrument to which such Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Conversion/Continuation Notice**” means a Conversion/Continuation Notice substantially in the form of Exhibit E, with such amendments or modifications thereto as may be approved by the Administrative Agent.

“**Credit Date**” means any date on which Loans are made under this Agreement.

“**Credit Document**” means any of this Agreement, the Extension Agreements, the Guarantee Agreement and, except for purposes of Section 9.05, the Notes.

“**Credit Party**” means the Borrower and each Subsidiary Guarantor.

“**Default**” means a condition or event that, after notice or lapse of time or both, would, unless cured or waived, become an Event of Default.

“**Defaulting Lender**” means any Lender that (a) shall have failed to fund any Loan for three or more Business Days after the date that the Borrowing of which such Loan is to be a part of is funded by Lenders (unless (i) such Lender shall have notified the Administrative Agent and the Borrower in writing of its determination in

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good faith that a condition to its obligation to make a Loan as part of such Borrowing shall not have been satisfied and (ii) the Requisite Lenders shall not have advised the Administrative Agent in writing of their determination that such condition has been satisfied), (b) shall have notified the Administrative Agent (or shall have notified the Borrower, which shall in turn have notified the Administrative Agent) in writing that it does not intend or is unable to comply with its funding obligations under this Agreement, or shall have made a public statement to the effect that it does not intend or is unable to comply with such funding obligations, (c) shall have failed (but not for fewer than three Business Days) after a request by the Administrative Agent to confirm that it will comply with its obligations to make Loans, (d) shall have failed to pay to the Administrative Agent any amount (other than any amount that is de minimus) due under any Credit Document within three Business Days of the date due, unless such amount is the subject of a good faith dispute, or (e) shall have become the subject of a bankruptcy, liquidation or insolvency proceeding, or shall have had a receiver, conservator, trustee or custodian appointed for it, or shall have taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or shall have a parent company that has become the subject of a bankruptcy, liquidation or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that a Lender shall not be deemed a Defaulting Lender solely by virtue of the ownership or acquisition by a Governmental Authority or an instrumentality thereof of any Equity Interest in such Lender or a parent company thereof. In the event the Administrative Agent and the Borrower shall have agreed that a Lender that is a Defaulting Lender has adequately remedied all matters that caused such Lender to become a Defaulting Lender, such Lender shall cease to be a Defaulting Lender for all purposes hereof.

“**Deposit Account**” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“**Disqualified Subsidiary Lender**” means any Subsidiary that (i) is not a Credit Party and (ii) has Indebtedness outstanding in excess of \$50,000,000 (excluding Indebtedness under Section 6.01(b)).

“**Dollars**” and the sign “\$” mean the lawful money of the United States of America.

“**Domestic Subsidiary**” means any Subsidiary that is organized under the laws of the United States of America, any State thereof or the District of Columbia that is not (i) a Foreign Subsidiary Holdco or (ii) a Subsidiary of a Non-US Subsidiary.

“**Eligible Assignee**” means (a) any Lender, any Affiliate of any Lender and any Related Fund (any two or more Related Funds of any Lender being treated as a single Eligible Assignee for all purposes hereof) and (b) any commercial bank, insurance company, investment or mutual fund or other Person that is an “accredited investor” (as defined in Regulation D under the Securities Act) and that extends

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credit or buys loans in the ordinary course of business; *provided* that neither a natural person, nor any Credit Party or any Affiliate of any Credit Party, shall be an Eligible Assignee.

**“Employee Benefit Plan”** means any “employee benefit plan” as defined in Section 3(3) of ERISA that is or was sponsored, maintained or contributed to by, or required to be contributed by, the Borrower, any Subsidiary or any of their respective ERISA Affiliates.

**“Environmental Laws”** means all laws (including common law, statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations or any other requirements of Governmental Authorities) relating to (a) pollution or the protection of the environment or natural resources, (b) the generation, use, storage, transportation, presence, Release, recycling or disposal of Hazardous Materials or (c) human safety and health or industrial hygiene, in any manner applicable to the Borrower or any Subsidiary or any Facility.

**“Environmental Liability”** means all liabilities, losses, obligations, damages, demands, investigations, claims, actions, suits, proceedings, judgments, orders, notices of inquiry or violation, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, costs of medical monitoring, remediation costs, and reasonable fees and expenses of attorneys and consultants), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, storage, transportation, presence, Release, recycling or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) any actual or alleged damage, injury, threat or harm to human health, safety, natural resources or the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

**“Equity Interests”** means shares of capital stock, partnership interests, membership interests, beneficial interests or other ownership interests, whether voting or nonvoting, in, or interests in the income or profits of, a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing; *provided, however*, that the term Equity Interests shall not include convertible Indebtedness.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor thereto.

**“ERISA Affiliate”** means, with respect to any Person, (a) any corporation that is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which that Person is a member, (b) any trade or business (whether or not incorporated) that is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which that Person is a member and (c) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which that Person, any corporation described in clause (a) above or any trade or business described in clause (b) above is a member. Any former ERISA

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Affiliate of the Borrower or any Subsidiary shall continue to be considered an ERISA Affiliate of the Borrower or any such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of the Borrower or such Subsidiary and with respect to liabilities arising after such period for which the Borrower or such Subsidiary could be liable under the Internal Revenue Code or ERISA.

**“ERISA Event”** means (a) a “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (b) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by the Borrower, any Subsidiary or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Borrower, any Subsidiary or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) the imposition of liability on the Borrower, any Subsidiary or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the withdrawal of the Borrower, any Subsidiary or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefore, or the receipt by the Borrower, any Subsidiary or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the occurrence of an act or omission which could give rise to the imposition on the Borrower, any Subsidiary or any of their respective ERISA Affiliates of fines, penalties, taxes or related charges under Chapter 43 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Benefit Plan; (i) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan other than a Multiemployer Plan or the assets thereof, or against the Borrower, any Subsidiary or any of their respective ERISA Affiliates in connection with any Employee Benefit Plan; (j) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; or (k)

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the imposition of a lien pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code.

**“Eurodollar Rate Borrowing”** means a Borrowing comprised of Loans that are Eurodollar Rate Loans.

**“Eurodollar Rate Loan”** means a Loan bearing interest at a rate determined by reference to the Adjusted Eurodollar Rate.

**“Event of Default”** means any of the conditions or events set forth in Article 7.

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended from time to time, or any successor statute.

**“Existing Credit Agreement”** means the Credit Agreement dated as of February 18, 2011 among the Borrower, the lenders party thereto and JPMCB, as administrative agent (as amended by the First Amendment dated as of June 28, 2011 and the Second Amendment dated as of September 13, 2011).

**“Exposure”** means, with respect to any Lender at any time, the sum of the outstanding principal amount of the Loans of such Lender at such time.

**“Extension Agreement”** as defined in Section 2.09(c).

**“Facility”** means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or heretofore owned, leased, operated or used by the Borrower or any Subsidiary or any of their respective predecessors or Affiliates.

**“FATCA”** means Sections 1471 through 1474 of the Internal Revenue Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any regulations or official interpretations thereof (including any change to such regulations or official interpretations after the date of this Agreement).

**“Family Member”** shall mean with respect to a natural person, the spouse, parents, grandparents, lineal descendants, siblings and lineal descendants of siblings of such person.

**“Federal Funds Effective Rate”** means, for any day, the rate per annum (expressed as a decimal rounded upwards, if necessary, to the next 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day,