

Indebtedness Under Section 6.01 of the Credit Agreement

All amounts set forth as of [mm/dd/yy]

(I) Indebtedness created under the Credit Documents (Section 6.01(a)(i)):	\$[, ,]
(II) Capital Lease Obligations (exclusive of (i) the amount of the Capital Lease Obligations in respect of the Borrower's headquarters complex and (ii) Sale/Leaseback Transactions) (Section 6.01(d)(i)):	\$[, ,]
(III) Indebtedness incurred to finance the acquisition, construction or improvement of any fixed or capital assets or assumed in connection with the acquisition of any such assets (Section 6.01(d)(ii)):	\$[, ,]
(IV) Sale/Leaseback Transactions and Refinancing Indebtedness in respect thereof: ¹	\$[, ,]
(V) Refinancing Indebtedness in respect of any such other Indebtedness incurred pursuant to clause 6.01(d)(i) (exclusive of the amount of any Refinancing Indebtedness in respect of (i) the Capital Lease Obligations in respect of the Borrower's headquarters complex and (ii) Sale/Leaseback Transactions) or 6.01(d)(ii) (Section 6.01(d)(iii)):	\$[, ,]
(VI) Pre-existing Indebtedness of acquired Subsidiaries and any Refinancing Indebtedness in respect thereof (Section 6.01(e)): ²	\$[, ,]
(VII) Indebtedness outstanding under Section 6.01(h) :	\$[, ,]
Total (II) + (III) + (IV)+(V):³	\$[, ,]
Total (I)+(II)+(III)+(IV)+(V)+(VI)+(VII):⁴	\$[, ,]

1 Cannot exceed \$750,000,000.

2 Cannot exceed \$500,000,000.

3 Cannot exceed \$3,000,000,000.

4 Cannot exceed \$8,000,000,000.

Financial Statements

[Form of] Conversion/Continuation Notice

Reference is made to the Credit Agreement dated as of February 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Facebook, Inc., a Delaware corporation (the “**Borrower**”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Credit Agreement.

The Borrower hereby requests, in accordance with Section 2.06 of the Credit Agreement, the conversion and/or continuation of Loans, effective as of [mm/dd/yy],¹ as follows:

\$[, ,] Eurodollar Rate Loans to be continued with an Interest Period of [] month(s)²

\$[, ,] Base Rate Loans to be converted to Eurodollar Rate Loans with Interest Period of [] month(s)²

\$[, ,] Eurodollar Rate Loans to be converted to Base Rate Loans

The Borrower hereby certifies that, as of the date hereof, no condition or event has occurred and is continuing or would result from the Borrowing hereunder that would constitute a Default or an Event of Default.

[Signature page follows]

¹ Must be a Business Day.

² Shall be subject to the definition of “Interest Period” and can be a period of one, two or three months. Cannot extend beyond the Maturity Date.

Date: [mm/dd/yy]

FACEBOOK, INC.,

by

Name:

Title:

[Form of] Funding Notice

Reference is made to the Credit Agreement dated as of February 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Facebook, Inc., a Delaware corporation (the “**Borrower**”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Credit Agreement.

The Borrower hereby requests, in accordance with Section 2.01(b) of the Credit Agreement, that the Lenders make Loans to the Borrower on [mm/dd/yy]¹ (the “**Credit Date**”) as follows:

Base Rate Loans:	\$[, ,]
Eurodollar Rate Loans, with an initial Interest Period of month(s): ²	\$[, ,]

The Borrower hereby certifies that:

(a) the representations and warranties of each Credit Party set forth in each Credit Document (other than the representations and warranties set forth in Sections 4.08 and 4.09 of the Credit Agreement) are true and correct in all material respects (except insofar as such inaccuracy thereof would not be material and adverse to the creditworthiness of the Borrower or constitute a material breach of any Credit Document from the point of view of a Person extending credit to the Borrower as contemplated by the Credit Documents) on and as of the date hereof to the same extent as though made on and as of the date hereof, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty was true and correct in all material respects (except insofar as such inaccuracy thereof would not be material and adverse to the creditworthiness of the Borrower or constitute a material breach of any Credit Document from the point of view of a Person extending credit to the Borrower as contemplated by the Credit Documents) on and as of such prior date; *provided* that, in each case, such materiality qualifier is not applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and

¹ Must be a Business Day prior to the Commitment Termination Date.

² Shall be subject to the definition of “Interest Period” and can be a period of one, two or three months.

(b) as of the Credit Date, no condition or event has occurred and is continuing or would result from the Borrowing hereunder that would constitute a Default or an Event of Default.

[Signature page follows]

Date: [mm/dd/yy]

FACEBOOK, INC.,

by

Name:

Title:

GUARANTEE AGREEMENT dated as of February 28, 2012 (this “**Agreement**”), among FACEBOOK, INC., a Delaware corporation (the “**Borrower**”), the SUBSIDIARY GUARANTORS party hereto and JPMORGAN CHASE BANK, N.A. (“**JPMCB**”), as the Administrative Agent, on behalf of itself and the other Guaranteed Parties.

Reference is made to the Credit Agreement dated as of February 28, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Lenders party thereto and JPMCB, as the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Guarantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

(b) The rules of construction specified in Sections 1.02 and 1.04 of the Credit Agreement apply to this Agreement, mutatis mutandis.

Section 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

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

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

“**Credit Agreement**” as defined in the preliminary statement hereto.

“**Guaranteed Obligations**” means (a) the due and punctual payment by the Borrower of the Obligations and (b) the due and punctual payment and performance of all other obligations of each other Credit Party under or pursuant to each Credit Document (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“Guaranteed Parties” means (a) each Lender, (b) the Administrative Agent, (c) the Arranger, (d) the beneficiaries of each indemnification obligation undertaken by any Credit Party under any Credit Document and (e) the successors and assigns of each of the foregoing.

“JPMCB” as defined in the preamble hereto.

“Subsidiary Guarantors” means the Subsidiaries identified on Schedule I hereto and each other Subsidiary that becomes a party to this Agreement after the Closing Date pursuant to Section 5.17; *provided* that if a Subsidiary is released from its obligations as a Subsidiary Guarantor under this Agreement as provided in Section 5.16(b), such Subsidiary shall cease to be a Subsidiary Guarantor hereunder effective upon such release.

“Supplement” means an instrument in the form of Exhibit A hereto, or any other form approved by the Administrative Agent.

ARTICLE 2 THE GUARANTEES

Section 2.01. Guarantee. Each Subsidiary Guarantor irrevocably and unconditionally guarantees to each of the Guaranteed Parties, jointly with the other Subsidiary Guarantors and severally, as a primary obligor and not merely as a surety, by way of an independent payment obligation, the due and punctual payment and performance of the Guaranteed Obligations. Each Subsidiary Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, or amended or modified, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any extension, renewal, amendment or modification of any Guaranteed Obligation. Each Subsidiary Guarantor waives presentment to, demand of payment from and protest to the Borrower or any other Credit Party of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee hereunder and notice of protest for nonpayment.

Section 2.02. Guarantee of Payment; Continuing Guarantee. Each Subsidiary Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Guaranteed Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Guaranteed Party to any security held for the payment of any of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any other Guaranteed Party in favor of the Borrower, any other Credit Party or any other Person. Each Subsidiary Guarantor agrees that its guarantee hereunder is continuing in nature and applies to all Guaranteed Obligations, whether currently existing or hereafter incurred.

Section 2.03. *No Limitations.* (a) Except for the termination or release of a Subsidiary Guarantor's obligations hereunder as expressly provided in Sections 5.16(a) and 5.16(b), the obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, unenforceability or impossibility in the performance of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, except for the termination or release of its obligations hereunder as expressly provided in Sections 5.16(a) and 5.16(b), the obligations of each Subsidiary Guarantor hereunder shall not be discharged or impaired or otherwise affected by:

(i) the failure of the Administrative Agent or any other Guaranteed Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Credit Document or otherwise,

(ii) any rescission, waiver, amendment or other modification of, or any release from any of the terms or provisions of, any Credit Document or any other agreement, including with respect to any other Subsidiary Guarantor under this Agreement,

(iii) the release of any security held by the Administrative Agent or any other Guaranteed Party for any of the Guaranteed Obligations,

(iv) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations, or

(v) any other act or omission that may or might in any manner or to any extent vary the risk of any Subsidiary Guarantor or otherwise operate as a discharge of any Subsidiary Guarantor as a matter of law or equity.

Each Subsidiary Guarantor expressly authorizes the Guaranteed Parties to take and hold security for the payment and performance of the Guaranteed Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Guaranteed Obligations, all without affecting the obligations of such Subsidiary Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Subsidiary Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Credit Party or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of