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The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR  
[NAME OF ASSIGNOR],

by

\_\_\_\_\_  
Name:

Title:

ASSIGNEE  
[NAME OF ASSIGNEE],

by

\_\_\_\_\_  
Name:

Title:

[Consented to and]<sup>3</sup> Accepted:

JPMorgan Chase Bank, N.A., as the  
Administrative Agent,

by

\_\_\_\_\_  
Name:

Title:

[Consented to:]<sup>4</sup>

Facebook, Inc.,

by

\_\_\_\_\_  
Name:

Title:

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<sup>3</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

<sup>4</sup> To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT  
AND ASSUMPTION AGREEMENT

1. Representations and Warranties.

- 1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Credit Document (as defined below), (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document delivered pursuant thereto, other than this Assignment (herein collectively the “**Credit Documents**”), or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Credit Document.
- 1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision and (v) attached to the Assignment is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at that time, continue to make its own credit decisions in taking or not taking action under the Credit Documents and (ii) it will perform in accordance with their

terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender.

2. Payments. All payments with respect to the Assigned Interests shall be made as follows:

From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to or on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this Assignment directly between themselves.

3. General Provisions. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission (in .pdf format) shall be effective as delivery of a manually executed counterpart of this Assignment. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles thereof.

[Form of] Certificate re Non-Bank Status

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.

Pursuant to Section 2.16(c) of the Credit Agreement, [name of Lender] hereby certifies that it is not a “bank” or any other Person described in Section 881(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

[NAME OF LENDER],

by

\_\_\_\_\_  
Name:

Title:

[Form of] Closing Date Certificate

Reference is made to the Credit Agreement dated as of February 28, 2012 (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 undersigned hereby certifies as follows:

(a) I am an Authorized Officer of the Borrower.

(b) I have reviewed the terms and conditions of the Credit Agreement and have made, or caused to be made under my supervision, such examination or investigation (including review of other agreements and instruments binding on the Borrower) as I have deemed necessary in order to make the certifications set forth below.

(c) Based upon my review, examination and investigation described in the preceding paragraph, I hereby certify, on behalf of the Borrower, that as of the date hereof:

(i) the representations and warranties of each Credit Party set forth in each Credit Document 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;

(ii) no condition or event has occurred and is continuing or would result from the consummation of the Transactions that would constitute a Default or an Event of Default; and

(iii) the condition set forth in Section 3.01(e) of the Credit Agreement has been satisfied.

(d) The Borrower has requested that Davis Polk & Wardwell LLP, legal counsel to the Credit Parties, deliver to the Administrative Agent a legal

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opinion, dated the Closing Date and addressed to the Administrative Agent and the Lenders.

The foregoing certifications are made and delivered as of the date first written above

FACEBOOK, INC.,

by

\_\_\_\_\_  
Name:

Title:

[Form of] Compliance Certificate

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 undersigned hereby certifies as follows:

(a) I am an Authorized Officer of the Borrower.

(b) I have reviewed the terms and conditions of the Credit Agreement and have made, or caused to be made under my supervision, a reasonably detailed review of the business, operations, assets, liabilities (including contingent liabilities) and financial condition of the Borrower and the Subsidiaries during the accounting period covered by the attached financial statements.

(c) The review referred to in the preceding paragraph did not disclose, and I have no knowledge of, the existence of any condition or event that constitutes a Default or an Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Compliance Certificate, except as set forth on Annex A hereto, which describes in detail the nature of any such condition or event, the period during which such condition or event has existed and any action which the Borrower has taken, is taking, or proposes to take with respect to such condition or event.

(d) Attached hereto as Exhibit A are the consolidated financial statements of the Borrower and the Subsidiaries as of the last day of and for the [Fiscal Quarter] [Fiscal Year] ended on [mm/dd/yy]. Such financial statements present fairly, in all material respects, the consolidated financial position of the Borrower and its consolidated Subsidiaries as at the end of such [Fiscal Quarter] [Fiscal Year] and the consolidated results of their operations and their cash flows for such [Fiscal Quarter] [Fiscal Year] in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements), subject to, in the case of financial statements delivered pursuant to Section 5.01(a) of the Credit Agreement, changes resulting from audit and normal year end adjustments.

(e) All notices and certificates required to be provided by the Borrower pursuant to Sections 5.01(d), 5.01(e) and 5.07 of the Credit Agreement have been provided in accordance with such Sections.

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(f) Set forth on Annex B hereto are reasonably detailed calculations of the aggregate amount of Capital Lease Obligations and other Indebtedness outstanding under Section 6.01(d) or Section 6.01(h) of the Credit Agreement as of [mm/dd/yy]<sup>1</sup>.

[Signature page follows]

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<sup>1</sup> Must be the last day of the most recent Fiscal Quarter covered by the financial statements attached hereto as Exhibit A or, if reasonably available, a recent date prior to the date of delivery of this Compliance Certificate.



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The foregoing certifications, together with the description and computations set forth on Annexes A and B, respectively, and the financial statements attached hereto as Exhibit A, are made and delivered on [mm/dd/yy] pursuant to Section 5.01(c) of the Credit Agreement.

FACEBOOK, INC.,

by

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Name:

Title:

Defaults and Events of Default