
JPMORGAN CHASE BANK, N.A., as the
Administrative Agent, on behalf of itself and the
other Guaranteed Parties,

By: /s/ Tina Ruyter

Name: Tina Ruyter

Title: Executive Director

[Signature Page to Guarantee Agreement (Revolving Loan)]

Initial Subsidiary Guarantors

Andale, Inc.

Facebook Operations, LLC

Vitesse, LLC

SUPPLEMENT NO. dated as of[] to the Guarantee Agreement dated as of February 28, 2012 (the “**Guarantee Agreement**”), among FACEBOOK, Inc., a Delaware corporation (the “**Borrower**”), the subsidiaries of the Borrower party thereto (the “**Subsidiary Guarantors**”) and JPMorgan Chase Bank, N.A. (“**JPMCB**”), as the Administrative Agent.

(A) 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.

(B) Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee Agreement, as the context may require.

(C) The Subsidiary Guarantors have entered into the Guarantee Agreement in order to induce the Lenders to extend credit to the Borrower. Section 5.17 of the Guarantee Agreement provides that additional Subsidiaries may become Subsidiary Guarantors under the Guarantee Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the “**New Subsidiary**”) is executing this Supplement to become a Subsidiary Guarantor under the Guarantee Agreement in order to induce the Lenders to make Loans under the Credit Agreement and as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

Section 1. In accordance with Section 5.17 of the Guarantee Agreement, the New Subsidiary by its signature below becomes a Subsidiary Guarantor under the Guarantee Agreement with the same force and effect as if originally named therein as a Subsidiary Guarantor, and the New Subsidiary hereby agrees to all the terms and provisions of the Guarantee Agreement applicable to it as a Subsidiary Guarantor thereunder. Each reference to a “Subsidiary Guarantor” in the Guarantee Agreement shall be deemed to include the New Subsidiary. The Guarantee Agreement is hereby incorporated herein by reference.

Section 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Guaranteed Parties that (a) the execution, delivery and performance by the New Subsidiary of this Supplement are within the New Subsidiary’s corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder or other equityholder action, and that this Supplement has been duly

executed and delivered by the New Subsidiary and is the legally valid and binding obligation of the New Subsidiary, enforceable against the New Subsidiary in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, and (b) all representations and warranties as to such New Subsidiary 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.

Section 3. This Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Administrative Agent has executed a counterpart hereof. Delivery of an executed counterpart of a signature page of this Supplement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Supplement.

Section 4. Except as expressly supplemented hereby, the Guarantee Agreement shall remain in full force and effect.

Section 5. **THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

Section 6. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Guarantee Agreement.

Section 8. The New Subsidiary agrees to reimburse the Administrative Agent for all actual and reasonable costs and expenses (including the reasonable fees and expenses of counsel) incurred by the Administrative Agent in connection with this Supplement, including the preparation, execution and delivery thereof.

IN WITNESS WHEREOF, the New Subsidiary and the Administrative Agent have duly executed this Supplement to the Guarantee Agreement as of the day and year first above written.

[NEW SUBSIDIARY],

By: _____

Name:

Title:

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent, on behalf of itself and the
other Guaranteed Parties,

By: _____

Name:

Title:

Required Subordination Provisions for Permitted Subordinated Indebtedness

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.

Any Permitted Subordinated Indebtedness shall be expressly subordinated to the Obligations on terms customary at the time of issuance thereof for publicly offered subordinated Indebtedness and shall in any event include at least the terms set forth below:

(a) such Indebtedness, including all payments of principal and interest with respect thereto, shall be subordinated and junior in right of payment to the prior payment in full in cash of all the Obligations, whether outstanding at the time of issuance of such Indebtedness or thereafter incurred, in the event of any bankruptcy, liquidation, reorganization, insolvency, receivership or a similar proceeding with respect to, or any dissolution or winding-up of, the applicable Credit Party;

(b) such Indebtedness shall provide that no direct or indirect payment in respect of such Indebtedness (including payments of interest or principal and the repurchase, redemption, defeasance or other acquisition of such Indebtedness) shall be made (i) during the continuance of any Default or Event of Default in the payment of the principal of or interest on the Obligations and (ii) in the event a Change in Control shall have occurred, until a Notice of Change in Control shall have been delivered by the Borrower and all the outstanding Loans of all Lenders that shall have exercised the right referred to in Section 2.11(b) of the Credit Agreement have been paid in full and the Commitments, if any, of such Lenders have terminated;

(c) such Indebtedness shall contain customary standstill provisions for a period of 179 days during the continuance of any other Default or Event of Default upon notice given by the Administrative Agent on behalf of the Lenders, during which standstill period no direct or indirect payment in respect of such Indebtedness (including payments of interest or principal and the repurchase, redemption, defeasance or other acquisition of such Indebtedness) shall be made; provided that only one such notice may be given in any 360-day period;

(d) such Indebtedness shall contain customary turnover provisions for the benefit of the Lenders;

(e) such Indebtedness shall not contain any financial maintenance covenants or any covenants or restrictions that are substantively more restrictive than those set forth in the Credit Agreement; and

(f) any Guarantee of such Indebtedness by any Subsidiary shall provide for the automatic release and termination of such Guarantee, without any action by any party, upon the release and termination of the Guarantee of the Obligations by such Subsidiary.

The subordination provisions applicable to any Permitted Subordinated Indebtedness shall be expressly stated to be for the benefit of, and to be enforceable directly by, the holders of the Obligations.