
Name of Institution: GOLDMAN SACHS BANK USA

By: /s/ Mark Walton

Name: Mark Walton

Title: Authorized Signatory

For any Lender requiring a second signature block:

By: _____

Name:

Title:

[Signature Page to Revolving Credit Agreement]

Name of Institution: Bank of America, N.A.

By: /s/ Ronald J. Drobny

Name: Ronald J. Drobny

Title: Senior Vice President

[Signature Page to Revolving Credit Agreement]

Name of Institution: Barclays Bank PLC

By: /s/ Ritam Bhalla

Name: Ritam Bhalla

Title: Vice President

[Signature Page to Revolving Credit Agreement]

Name of Institution: Citibank, N.A.

By: /s/ Avrum Spiegel

Name: Avrum Spiegel

Title: Vice President & Managing Director

[Signature Page to Revolving Credit Agreement]

Deutsche Bank AG New York Branch

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Vice President

By: /s/ Ming K. Chu

Name: Ming K. Chu

Vice President

[Signature Page to Revolving Credit Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: /s/ Bill O'Daly

Name: Bill O'Daly

Title: Director

By: /s/ Sanja Gazahi

Name: Sanja Gazahi

Associate

[Signature Page to Revolving Credit Agreement]

ROYAL BANK OF CANADA

By: /s/ Kamran Khan

Name: Kamran Khan

Title: Authorized Signatory

[Signature Page to Revolving Credit Agreement]

Name of Institution: Wells Fargo Bank, National Association

By: /s/ E. Lawrence Hyde

Name: E. Lawrence Hyde

Title: Senior Vice President

For any Lender requiring a second signature block:

By: _____

Name:

Title:

[Signature Page to Revolving Credit Agreement]

[Form of] Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this “**Assignment**”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “**Assignor**”) and [Insert name of Assignee] (the “**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date, the interest in and to all of the Assignor’s rights and obligations in respect of the Commitments and Loans under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor’s outstanding rights and obligations in respect thereof under the Credit Agreement and such other documents and instruments (the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and the Credit Agreement, without representation or warranty by the Assignor.

1. Assignor: _____
2. Assignee: _____ [and is an Affiliate/Related Fund]¹
3. Borrower: Facebook, Inc.
4. Administrative Agent: JPMorgan Chase Bank, N.A., as the Administrative Agent
5. Credit Agreement: Credit Agreement dated as of February 28, 2012, among Facebook, Inc., a Delaware corporation, the Lenders party thereto and JPMorgan Chase Bank, N.A., as the Administrative Agent
6. Assigned Interest: _____

¹ Select as applicable.

<u>Aggregate Amount of Commitments/Loans for all Lenders</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans²</u>
\$	\$	%
\$	\$	%

7. Effective Date: _____, 20____ [TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

8. Notice and Wire Instructions:

[NAME OF ASSIGNOR]

[NAME OF ASSIGNEE]

Notices:

Notices:

Attention:
Fax:

Attention:
Fax:

with a copy to:

with a copy to:

Attention:
Fax:

Attention:
Fax:

Wire Instructions:

Wire Instructions:

² Set forth, to at least 9 decimals, as a percentage of the Commitment of all Lenders thereunder.