

## YOUTUBE, INC.

### DISCLOSURE SCHEDULE

This is the YouTube, Inc., a Delaware corporation (the "**Company**"), Company Disclosure Schedule made and given pursuant to that certain Agreement and Plan of Merger made and entered into as of October 9, 2006, by and among Google Inc., a Delaware corporation ("**Parent**"), Snowmass Holdings Inc., a Delaware corporation, the Company and each of the stockholders of the Company listed on the signature pages thereof (collectively, the "**Stockholder Parties**") (the "**Agreement**"). All capitalized terms not defined herein have the respective meanings specified in the Agreement. The disclosures set forth in this Company Disclosure Schedule qualifies the representations and warranties set forth in the corresponding section and subsection of Article 3 of the Agreement and any other representations and warranties set forth in any other sections or subsections of Article 3 of the Agreement (whether or not a specific cross-reference is included therein) if and to the extent that it is reasonably apparent on the face of such disclosure that such disclosure applies to such other sections or subsections).

The disclosures in this Company Disclosure Schedule are intended only to qualify and limit the representations, warranties, and covenants of the Company contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. The inclusion of any information herein shall not be deemed to be an admission or acknowledgment, in and of itself, that such information is material or outside the ordinary course of business, as applicable, for the purposes of the Agreement. No disclosure in this Company Disclosure Schedule shall be construed as an admission of liability or obligation of the Company to any third party or an admission to any third party against the Company's interests.

The Company makes no representations or warranties regarding what impact the Merger and the other transactions contemplated by the Agreement might have on the Company's intellectual property licenses and related agreements as a result of the Company's failure to obtain consent from a third party (or to take other such related action) to the extent (and only to the extent) it is impacted by of the SQL Solutions, Inc. v. Oracle Corp., Case No. C-91-1079 (N.D.Cal. 1991) decision and the legal theories underlying such decision.

**1.1 Company Material Adverse Effect**

Company Material Adverse Effect excludes: (i) Excluded Patent Actions and (ii) Excluded Copyright Actions.

“Excluded Patent Action(s)” means a patent claim or action that would otherwise be a Company Material Adverse Effect relates to: (i) patents previously licensed, as of the date of the claim or action, by Parent or any of its Subsidiaries; (ii) patents with respect to which Parent or any of its Subsidiaries have previously received, as of the date of the claim or action, notice of a claim or action; (iii) patents with respect to which Parent or any of its Subsidiaries receives notice of a claim or action substantially concurrent with receipt of such a claim or action by the Company; or (iv) patents that are claimed to cover features of the Company’s web site service which features are also embodied in Parent’s “Google Video” web site service.

“Excluded Copyright Action(s)” means a Copyright Action, or an Action that if filed or otherwise instituted in any Court would constitute a Copyright Action.

1.1(b) “Indemnified Copyright Action” means a Copyright Action that is filed or otherwise commenced after October 4, 2006 and prior to the one-year anniversary of the Closing Date, provided that for purposes of Section 9.2(c), Parent Indemnified Parties shall not be entitled to recover Damages to the extent arising from a failure by Parent or the Company after the Effective Time to comply in material respects with the IP Policies.

1.1(c)

Chad Hurley

Steve Chen

Zahavah Levine

**3.1 Organization**

(a) California

The Company has three employees who work and one recently terminated employee who worked outside of California:

Employee	Workplace	State	Title
Keri Millstein	Home	New York	Sales
Mark Flaharty	Home	Illinois	Sales
Lee Gunby	Home	Washington	Content Support Specialist
John White	Home	New Jersey	Northeast Sales*

\*Terminated October 6, 2006