
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

December 20, 2017
Date of Report
(Date of earliest event reported)

AMAZON.COM, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-22513
(Commission
File Number)

91-1646860
(IRS Employer
Identification No.)

410 Terry Avenue North, Seattle, Washington 98109-5210
(Address of principal executive offices, including Zip Code)

(206) 266-1000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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ITEM 8.01. OTHER EVENTS.

On December 20, 2017 (the “Settlement Date”), Amazon.com, Inc. (the “Company”) completed its previously announced offer to exchange all validly tendered (and not validly withdrawn) 5.200% Senior Notes due 2025 (the “Whole Foods Market Notes”) issued by Whole Foods Market, Inc. (“Whole Foods Market”) for new 5.200% Notes due 2025 (the “Amazon Notes”) issued by the Company, and related solicitation of consents to amend the indenture governing the Whole Foods Market Notes (the “Whole Foods Market Indenture”) (together, the “Exchange Offer”). Pursuant to the Exchange Offer, \$871,902,000 aggregate principal amount of the Whole Foods Market Notes were validly tendered and accepted by the Company (which represents 87.19% of the total outstanding principal amount of the Whole Foods Market Notes). Following the completion of the Exchange Offer, \$128,098,000 aggregate principal amount of Whole Foods Market Notes remain outstanding.

In exchange for the validly tendered and accepted Whole Foods Market Notes, on the Settlement Date the Company issued \$871,747,000 aggregate principal amount of Amazon Notes. The issuance of the Amazon Notes is registered under the Securities Act of 1933, as amended (the “Securities Act”), under a Registration Statement on Form S-4 (No. 333-221675) that the Company filed with the Securities and Exchange Commission (the “SEC”) on November 20, 2017 which was declared effective by the SEC on December 13, 2017. The terms of the Amazon Notes are further described in the Prospectus dated December 13, 2017 that the Company filed with the SEC under Rule 424(b)(3) of the Securities Act on December 13, 2017. The Amazon Notes are senior unsecured obligations of the Company and will rank equally with all other unsecured indebtedness of the Company from time to time outstanding, and were issued pursuant to an indenture, dated as of November 29, 2012, between the Company and Wells Fargo Bank, National Association, as trustee.

Because the holders of more than 50% of the aggregate principal amount of the Whole Foods Market Notes outstanding consented to the proposed amendments to the Whole Foods Market Indenture, on December 20, 2017, U.S. Bank National Association, as trustee under the Whole Foods Market Indenture, executed a supplemental indenture (the “Second Supplemental Indenture”) pursuant to which the proposed amendments to the Whole Foods Market Indenture became effective on December 20, 2017 with respect to the remaining outstanding Whole Foods Market Notes.

The summaries of the Amazon Notes and the Second Supplemental Indenture above do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, which are attached to this Current Report on Form 8-K as Exhibits 4.4 and 4.5, and are incorporated by reference into this Item 8.01.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

**Exhibit
Number**

Description

- 4.1 [Indenture, dated as of November 29, 2012, between Amazon.com, Inc. and Wells Fargo Bank, National Association, as trustee \(incorporated by reference to Amazon.com, Inc.'s Current Report on Form 8-K, filed November 29, 2012\).](#)
- 4.2 [Amended and Restated Indenture, dated as of September 8, 2016, between Whole Foods Market, Inc. and U.S. Bank National Association, as trustee \(incorporated by reference to Whole Foods Market, Inc.'s Current Report on Form 8-K, filed September 9, 2016\).](#)
- 4.3 [First Supplemental Indenture, dated as of December 3, 2015, between Whole Foods Market, Inc., the guarantors party thereto, and U.S. Bank National Association, as trustee \(incorporated by reference to Whole Foods Market, Inc.'s Current Report on Form 8-K filed December 4, 2015\).](#)
- 4.4 [Second Supplemental Indenture, dated as of December 20, 2017, between Whole Foods Market, Inc. and U.S. Bank National Association, as trustee.](#)
- 4.5 [Form of Amazon.com, Inc.'s 5.200% Note due 2025 \(included in Exhibit 4.6\).](#)
- 4.6 [Officers' Certificate \(with respect to Amazon.com, Inc.'s 5.200% Note due 2025\).](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMAZON.COM, INC. (REGISTRANT)

By: _____ /s/ Kurt H. Zumwalt

Kurt H. Zumwalt
Vice President and Treasurer

Dated: December 20, 2017

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE, dated as of December 20, 2017 (the "Second Supplemental Indenture"), to the Base Indenture (defined below) by and between Whole Foods Market, Inc., a Texas corporation (the "Company"), and U.S. Bank National Association, a national banking association, as trustee (the "Trustee").

RECITALS

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Amended and Restated Indenture, dated as of September 8, 2016 (the "Base Indenture"), as further amended and supplemented by the First Supplemental Indenture, dated as of December 3, 2015 (the "First Supplemental Indenture") and, together with the Base Indenture as so supplemented, the "Indenture"), under which the Company has issued the 5.200% Senior Notes due 2025 (the "Notes");

WHEREAS, Amazon.com, Inc. ("Amazon"), a Delaware corporation, has offered to exchange (the "Exchange Offer") any and all of the Company's outstanding Notes for Amazon's 5.200% Notes due 2025, upon the terms and subject to the conditions set forth in the prospectus, dated as of December 13, 2017 (the "Prospectus"), forming a part of Amazon's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on November 20, 2017, and which was declared effective on December 13, 2017;

WHEREAS, each Guarantee (as defined in the First Supplemental Indenture) on the Notes ceased to be in effect on August 28, 2017 pursuant to Section 7.03(c) of the First Supplemental Indenture;

WHEREAS, in connection with the Exchange Offer, Amazon has also solicited consents from the holders of the Notes to certain proposed amendments (the "Proposed Amendments") to the Base Indenture and the First Supplemental Indenture as described in the Prospectus and set forth in Articles II and III of this Second Supplemental Indenture, with the operation of such Proposed Amendments being subject to the satisfaction or waiver, where permissible, by Amazon of the conditions to the Exchange Offer and the acceptance by Amazon for exchange of the Notes validly tendered and not withdrawn pursuant to the Exchange Offer;

WHEREAS, Section 9.02 of the Base Indenture provides, among other things, that the Company and the Trustee may, subject to certain exceptions noted therein, amend the Indenture or the Notes with the written consent of the Holders (as defined in the Base Indenture) of at least a majority in principal amount of the then outstanding Notes;

WHEREAS, Amazon has received and caused to be delivered to the Trustee evidence of the consents from holders of at least a majority of the outstanding aggregate principal amount of Notes to effect the Proposed Amendments under the Indenture with respect to the Notes (the "Requisite Consent Condition");

WHEREAS, the Company is undertaking to execute and deliver this Second Supplemental Indenture to delete or amend, as applicable, certain provisions and covenants in the Indenture with respect to the Notes in connection with the Exchange Offer and the related consent solicitation;

WHEREAS, the Company has requested that the Trustee execute and deliver this Second Supplemental Indenture; and

WHEREAS, the execution and delivery of this Second Supplemental Indenture has been duly authorized by the parties hereto, and all other acts and requirements necessary to make this Second Supplemental Indenture a valid and binding supplement to the Indenture effectively amending the Indenture as set forth herein (including satisfaction of the Requisite Consent Condition) have been duly taken.

NOW, THEREFORE, for and in consideration of the premises contained herein, each party agrees for the benefit of each other party and for the equal and ratable benefit of the holders, as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01 Capitalized Terms.

Capitalized terms used but not defined in this Second Supplemental Indenture shall have the meanings ascribed to them in the Base Indenture or the First Supplemental Indenture, as applicable.

ARTICLE TWO

AMENDMENTS TO THE BASE INDENTURE

Section 2.01 Amendments to the Base Indenture.

(a) The Base Indenture shall hereby be amended by deleting the following Sections or Clauses of the Base Indenture and all references and definitions related thereto in their entirety, except to the extent otherwise provided below, and these Sections and Clauses shall be of no further force and effect, and shall no longer apply to the Notes, and the words “[INTENTIONALLY DELETED]” shall be inserted, in each case, in place of the deleted text:

Section 4.02 (*Limitations on Liens*)

Section 4.03 (*Limitations on Sale and Leaseback Transactions*)

Section 4.04 (*Change of Control Repurchase Event*)

Section 4.07 (*Existence*)

Section 4.08 (*SEC Reports*)

Section 6.01(f) (*Events of Default – Cross-Default*)

Section 6.01(g) (*Events of Default – Cross-Acceleration*)

(b) The first paragraph of Section 4.05 of the Base Indenture (*Compliance Certificate*) is hereby deleted and replaced in its entirety by the following:

“The Company shall deliver to the Trustee, within 120 days after the end of the fiscal year of the Company (which as of the date of this Indenture is December 31, or if the fiscal year with respect to the Company is changed so that it ends on a date other than December 31, such other fiscal year end date as the Company shall notify to the Trustee in writing), an Officers’ Certificate (which need not contain the statements provided for in Section 10.04), signed by the principal executive, principal financial or principal accounting officer, stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Company has kept, observed, performed, and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to his or her knowledge the Company is not in default in the performance or observance of any of the terms, provisions, and conditions hereof (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge). Such Officers’ Certificate need not include a reference to any non-compliance that has been fully cured prior to the date as of which such certificate speaks.

The Company will, so long as any of the Notes are outstanding, deliver to the Trustee, within 30 days upon becoming aware of any Default or Event of Default, an Officers’ Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.”

(c) Article 5 of the Base Indenture (*Consolidation, Merger and Sale of Assets*) is hereby deleted and replaced in its entirety by the following:

“The Company shall not consolidate or merge with or into another Person unless the Person formed by or surviving any such consolidation or merger (if other than the Company) assumes all the obligations of the Company, pursuant to a supplemental indenture in form reasonably satisfactory to the Trustee, under the Notes and this Indenture.”

(d) The failure to comply with the terms of any of the Sections or Clauses of the Base Indenture set forth in clauses (a) and (c) above shall no longer constitute a default or Event of Default under the Indenture with respect to the Notes and shall no longer have any consequence under the Indenture.

(e) For the avoidance of doubt, clauses (f) and (g) of Section 6.01 (*Event of Default – Cross-Default, Cross Acceleration*) of the Base Indenture shall no longer apply to the Notes and the occurrence of the events described in Sections 6.01(f) and (g) of the Base Indenture shall no longer constitute an Event of Default with respect to the Notes.

ARTICLE THREE

AMENDMENTS TO THE FIRST SUPPLEMENTAL INDENTURE

Section 3.01 Amendments to the First Supplemental Indenture.

(a) The First Supplemental Indenture shall hereby be amended by deleting the following Sections or Clauses and all references and definitions related thereto in their entirety, except to the extent otherwise provided below, and such Sections and Clauses shall be of no further force and effect, and shall no longer apply to the Notes, and the words “[INTENTIONALLY DELETED]” shall be inserted, in each case, in place of the deleted text:

Section 4.01 (*Limitations on Liens*)

Section 4.02 (*Limitations on Sale and Leaseback Transactions*)

Section 4.03 (*Future Guarantors*)

Section 5.01 (*Change of Control Repurchase Event*)

Section 7.06 (*Execution and Delivery of Guarantees*)

ARTICLE FOUR

MISCELLANEOUS

Section 4.01 References.

References in this Second Supplemental Indenture to article and section numbers shall be deemed to be references to article and section numbers of this Second Supplemental Indenture unless otherwise specified.

Section 4.02 Ratification of Base Indenture.

The Base Indenture, as supplemented by the First Supplemental Indenture and this Second Supplemental Indenture, is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided. To the extent not expressly amended or modified by this Second Supplemental Indenture, the Base Indenture, as supplemented by the First Supplemental Indenture, shall remain in full force and effect.

Section 4.03 Trust Indenture Act Controls.

The Indenture, as supplemented by this Second Supplemental Indenture, incorporates and is governed by the provisions of the Trust Indenture Act that are required to be part of and to govern indentures qualified under the Trust Indenture Act. If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with the duties imposed by, or with another provision included or that is required to be included in the Indenture by the Trust Indenture Act, the duty or provision required by the Trust Indenture Act shall control.

Section 4.04 Governing Law.

THIS SECOND SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THE BASE INDENTURE, THE FIRST SUPPLEMENTAL INDENTURE, THIS SECOND SUPPLEMENTAL INDENTURE, OR THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Company submits to the jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan, City of New York, and of the United States District Court for the Southern District of New York, in any action or proceeding to enforce any of its obligations under the Base Indenture, the First Supplemental Indenture, this Second Supplemental Indenture, or the Notes, and agrees not to seek a transfer of any such action or proceeding on the basis of inconvenience of the forum or otherwise (but the Company shall not be prevented from removing any such action or proceeding from a state court to the United States District Court for the Southern District of New York). The Company agrees that process in any such action or proceeding may be served upon it by registered mail or in any other manner permitted by the rules of the court in which the action or proceeding is brought.

Section 4.05 Severability.

In case any provision in this Second Supplemental Indenture shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.06 Successors.

All agreements of the Company in the Base Indenture, the First Supplemental Indenture, this Second Supplemental Indenture, and the Notes shall bind its successors. All agreements of the Trustee in the Base Indenture, the First Supplemental Indenture, and this Supplemental Indenture shall bind its successors.

Section 4.07 Effectiveness.

This Second Supplemental Indenture shall become effective upon execution by all parties hereto.

Section 4.08 Endorsement and Change of Form of Notes.

Any Notes authenticated and delivered after the close of business on the date that this Second Supplemental Indenture becomes effective may be affixed to, stamped, imprinted, or otherwise legended by the Trustee, with a notation as follows:

“Effective as of December 20, 2017, substantially all of the restrictive covenants in the Indenture have been eliminated, certain of the Events of Default have been eliminated, and certain other provisions have been eliminated or modified, as provided in the Second Supplemental Indenture, dated as of December 20, 2017. Reference is hereby made to said Second Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

Section 4.09 Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 4.10 Waiver of Jury Trial.

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE BASE INDENTURE, THE FIRST SUPPLEMENTAL INDENTURE, THIS SECOND SUPPLEMENTAL INDENTURE, THE NOTES, OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 4.11 Trustee.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, and the Trustee assumes no responsibility for their correctness.

[Signature pages follow]

IN WITNESS WHEREOF, the parties to this Supplemental Indenture have caused it to be duly executed as of the day and year first above written.

WHOLE FOODS MARKET, INC.

By: /s/ John Mackey
Name: John Mackey
Title: Chief Executive Officer

By: /s/ Keith Manbeck
Name: Keith Manbeck
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Second Supplemental Indenture]

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Melissa F. Vachon

Name: Melissa F. Vachon

Title: Vice President

[Signature Page to Second Supplemental Indenture]

AMAZON.COM, INC.

OFFICERS' CERTIFICATE ESTABLISHING THE TERMS OF NOTES

December 20, 2017

We, Kurt H. Zumwalt and Michael D. Deal, the Vice President and Treasurer and the Vice President & Associate General Counsel and Assistant Secretary, respectively, of Amazon.com, Inc., a corporation organized under the laws of the State of Delaware (the "**Company**"), do hereby certify in the name of and on behalf of the Company and not in our respective personal capacities as follows:

1. The Dealer Manager Agreement, dated November 20, 2017 (the "**Dealer Manager Agreement**"), between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "**Dealer Manager**"), in the form executed by Kurt H. Zumwalt and the transactions contemplated thereby are hereby approved and ratified in all respects.
2. The Prospectus of the Company dated December 13, 2017 and the offering of securities contemplated thereby, is hereby approved and ratified in all respects.
3. Pursuant to the Trust Indenture Act of 1939, as amended, Section 2.1 of the Indenture, dated as of November 29, 2012 (the "**Indenture**"), between the Company and Wells Fargo Bank, National Association, as indenture trustee (the "**Trustee**") and this Officers' Certificate establishing the terms of the series of Notes (as defined below) pursuant to Section 2.2 of the Indenture (the "**Officers' Certificate**"), the undersigned have read the provisions of the Indenture relating to the establishment of the series of Securities to be authenticated and delivered thereunder, including Sections 2.1, 2.2, 2.3, 10.3 and 10.4 and the definitions related thereto, as well as such other documents as they have deemed necessary or appropriate to certify as to the matters set forth herein. Capitalized terms used but not defined in this Officers' Certificate are used as defined in the Indenture.
4. The review of such provisions was undertaken in order to permit the undersigned to certify whether all conditions precedent (including any covenants, compliance with which constitute conditions precedent) provided for in the Indenture, for the establishment of the Notes as one separate series of securities, the form and terms of which are set forth below, and the authentication and delivery thereof have been complied with.
5. Accordingly, in the opinion of the undersigned, all conditions precedent under the Indenture to the execution and authentication of the Securities and the delivery of the Securities have been complied with.
6. There is hereby established the following series of securities of the Company for issuance under the Indenture as follows:
 - (a) The title of such series of Securities shall be the "5.200% Notes due 2025" (the "**Notes**").

-
- (b) The aggregate principal amount of the Notes that may be authenticated and delivered under the Indenture shall initially be \$871,747,000 (except for Notes authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.7, 2.8, 2.11, 3.6 and 9.6 of the Indenture).
- (c) The principal amount of the outstanding Notes shall be payable on December 3, 2025 (the “**Stated Maturity**”).
- (d) Interest on the Notes issued on the date hereof shall accrue from December 3, 2017.

The Notes shall bear interest at the rate of 5.200% per annum.

Interest on the Notes shall be payable semi-annually in arrears each June 3 and December 3 (each, an “**Interest Payment Date**”), beginning on June 3, 2018, to the Holders of record as of the close of business on each May 19 and November 19 (whether or not a Business Day), as the case may be, next preceding the relevant Interest Payment Date, except that the Company will pay interest at the Stated Maturity to the person or persons to whom principal is payable.

Interest on the Notes will be paid on the basis of a 360-day year comprised of twelve 30-day months.

If any day on which interest is payable on the Notes is not a Business Day, the payment of the interest payable on that date will be made on the next date that is a Business Day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled payment date.

The place or places where the principal of and interest on the Notes shall be payable, where they may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company may be served in respect of the Notes and the Indenture shall be the Corporate Trust Office of the Trustee, or at any other place as the Company may designate.

- (e) The Notes shall be redeemable, in whole or in part, at any time and from time to time, at the option of the Company, at a redemption price equal to the greater of (1) 100% of the principal amount of such Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments, plus, in each case, accrued and unpaid interest thereon to, but not including, the date of redemption (the “**Redemption Date**”); provided that if the Company redeems any Notes on or after September 3, 2025 (three months prior to the Stated Maturity), the redemption price for those Notes will equal 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

In determining the present values of the Remaining Scheduled Payments, the Company will discount such payments to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 45 basis points.

“Comparable Treasury Issue” means the U.S. Treasury security selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

“Comparable Treasury Price” means, with respect to any Redemption Date, (1) the arithmetic average of the Reference Treasury Dealer Quotations for such Redemption Date after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Company obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of all Reference Treasury Dealer Quotations for such Redemption Date.

“Independent Investment Banker” means each of Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and Morgan Stanley & Co. LLC or their respective successors as may be appointed from time to time by the Company; provided, however, that if any of the foregoing ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

“Primary Treasury Dealer” means a primary U.S. Government securities dealer in New York City.

“Reference Treasury Dealer” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, or Morgan Stanley & Co. LLC, and two other Primary Treasury Dealers selected by the Company, and each of their respective successors and any other Primary Treasury Dealers selected by the Company.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the arithmetic average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer as of 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“Remaining Scheduled Payments” means, with respect to any Note to be redeemed, the remaining scheduled payments of the principal of and premium, if any, and interest on such Note that would be due after the related Redemption Date but for such redemption; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such Note, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity (computed as of the third Business Day immediately preceding that Redemption Date) of the Comparable Treasury Issue. In determining this rate, the Company will assume a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

- (f) The Notes shall be issuable in minimum denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof.
- (g) The Notes shall be issued in the form of one or more Global Securities.
- (h) The Depository shall be DTC.
- (i) The amount of payments of principal or interest shall not be determined with reference to an index, formula, or other similar method.
- (j) The provisions of Section 8.1 of the Indenture shall apply to the Notes, provided that, for purposes of Section 8.1(b)(iv) of the Indenture, the term “Holders” shall refer to the beneficial owners of the Notes.
- (k) The Notes shall be Unrestricted Securities and have been registered with the Securities and Exchange Commission pursuant to a registration statement on Form S-4 under the Securities Act of 1933, as amended.
- (l) The principal of and interest on the Notes shall be payable only in Dollars.
- (m) The Notes shall not be convertible into common stock of the Company.
- (n) The terms of the Notes shall include such other terms as set forth in the form of Note attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the date first written above.

AMAZON.COM, INC.

By: /s/ Kurt H. Zumwalt

Name: Kurt H. Zumwalt

Title: Vice President and Treasurer

By: /s/ Michael D. Deal

Name: Michael D. Deal

Title: Vice President & Associate General Counsel and
Assistant Secretary

[Signature Page to Officers' Certificate under the Indenture]

Exhibit A

Form of Note

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY, OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“**DTC**”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

TRANSFERS OF THIS NOTE ARE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY ARE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE TRANSFER PROVISIONS OF THE INDENTURE.

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

AMAZON.COM, INC.
5.200% Notes due 2025

No.

CUSIP No. 023135 BN5
ISIN No. US023135BN51
\$

AMAZON.COM, INC., a Delaware corporation (the “**Issuer**”), for value received promises to pay to CEDE & CO. or registered assigns the principal sum of (\$) on December 3, 2025 (the “**Stated Maturity**”).

Interest Payment Dates: June 3 and December 3 (each, an “**Interest Payment Date**”), commencing on June 3, 2018.

Interest Record Dates: May 19 and November 19 (each, a “**Regular Record Date**”).

Reference is made to the further provisions of this Note contained herein (the “**Note**”), which will for all purposes have the same effect as if set forth at this place.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

AMAZON.COM, INC.

By: _____
Name:
Title:

[Signature Page to Global Note due 2025]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein described in the within-mentioned Indenture.

Dated: _____.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

[Signature Page to Global Note due 2025]

(REVERSE OF NOTE)
AMAZON.COM, INC.
5.200% Notes due 2025

1. Interest.

Amazon.com, Inc. (the “**Issuer**”) promises to pay interest on the principal amount of this Note at the rate per annum described above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from December 3, 2017. Interest on this Note will be paid to but excluding the relevant Interest Payment Date or on such earlier date as the principal amount shall become due in accordance with the provisions hereof. The Issuer will pay interest semiannually in arrears on each Interest Payment Date, beginning on June 3, 2018. If any Interest Payment Date, Stated Maturity or other payment date with respect to the Notes is not a Business Day, the required payment of principal, premium, if any, or interest will be due on the next succeeding Business Day as if made on the date that such payment was due, and no interest will accrue on that payment for the period from and after that Interest Payment Date, Stated Maturity or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Issuer shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

2. Paying Agent.

Initially, Wells Fargo Bank, National Association (the “**Trustee**”) will act as Paying Agent. The Issuer may change any Paying Agent without notice to the Holders.

3. Indenture; Defined Terms.

This Note is one of the 5.200% Notes due 2025 (the “**Notes**”) issued under the Indenture dated as of November 29, 2012 by and between the Issuer and the Trustee, as trustee (the “**Indenture**”) and the Officers’ Certificate dated as of December 20, 2017 establishing the terms of the Notes pursuant to Section 2.2 of the Indenture (the “**Officers’ Certificate**”). This Note is a “**Security**” and the Notes are “**Securities**” under the Indenture.

For purposes of this Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. §§77aaa-77bbb) (the “**TIA**”), as in effect on the date on which the Indenture was qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

4. Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Where the Notes are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes, the Registrar shall register the transfer or make the exchange if the requirements for such transactions set forth in the Indenture are met. The Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith as permitted by the Indenture. Neither the Issuer nor the Registrar shall be required (a) to issue, register the transfer of, or exchange the Notes for the period

beginning at the opening of business fifteen days immediately preceding the delivery of a notice of redemption of the Notes selected for redemption and ending at the close of business on the day of such delivery, or (b) to register the transfer of or exchange the Notes selected, called, or being called for redemption as a whole or the portion being redeemed of any such Notes selected, called, or being called for redemption in part.

5. Amendment; Modification; Waiver.

The Indenture and the Notes may be amended or supplemented, and waivers may be obtained in accordance with the terms of the Indenture.

The Holders of a majority in principal amount of the Notes may waive any existing or past Default or Event of Default with respect to the Notes. Those Holders may not, however, waive any Default or Event of Default in any payment on the Notes.

Any amendment, supplement, or waiver to the Notes made with the consent of Holders of the Notes, shall be made with respect to the Notes only, and not any other series of Securities.

6. Optional Redemption.

The Notes shall be redeemable, in whole or in part, at any time and from time to time, at the option of the Issuer, at a redemption price equal to the greater of (1) 100% of the principal amount of such Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments, plus, in each case, accrued and unpaid interest thereon to, but not including, the date of redemption (the “**Redemption Date**”); provided that if the Issuer redeems any Notes on or after September 3, 2025 (three months prior to the stated maturity date of the Notes), the redemption price for those Notes will equal 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

In determining the present values of the Remaining Scheduled Payments, the Issuer will discount such payments to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 45 basis points.

“Comparable Treasury Issue” means the U.S. Treasury security selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

“Comparable Treasury Price” means, with respect to any Redemption Date, (1) the arithmetic average of the Reference Treasury Dealer Quotations for such Redemption Date after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Issuer obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of all Reference Treasury Dealer Quotations for such Redemption Date.

“Independent Investment Banker” means each of Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and Morgan Stanley & Co. LLC or their respective successors as may be appointed from time to time by the Issuer; provided, however, that if any of the foregoing ceases to be a Primary Treasury Dealer, the Issuer will substitute another Primary Treasury Dealer.

“Primary Treasury Dealer” means a primary U.S. Government securities dealer in New York City.

“Reference Treasury Dealer” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, or Morgan Stanley & Co. LLC, and two other Primary Treasury Dealers selected by the Issuer, and each of their respective successors and any other Primary Treasury Dealers selected by the Issuer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the arithmetic average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference Treasury Dealer as of 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“Remaining Scheduled Payments” means, with respect to any Note to be redeemed, the remaining scheduled payments of the principal of and premium, if any, and interest on such Note that would be due after the related Redemption Date but for such redemption; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such Note, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity (computed as of the third Business Day immediately preceding that Redemption Date) of the Comparable Treasury Issue. In determining this rate, the Issuer will assume a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

7. Defaults and Remedies.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in Section 6.1(e) or (f) of the Indenture), the Trustee or the Holders of at least 25% in principal amount of the Notes may require the Issuer to pay immediately the principal amount plus accrued and unpaid interest on such Securities. If an Event of Default referred to in Section 6.1(e) or (f) of the Indenture occurs, the principal amount plus accrued and unpaid interest on such Series of Securities will become immediately due and payable without any action on the part of the Trustee or any Holder.

The Indenture permits, subject to certain limitations therein provided, Holders of a majority in principal amount of the outstanding Notes to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes.

8. Authentication.

This Note shall not be valid until the Trustee manually signs the certificate of authentication on this Note.

9. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

10. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

11. Governing Law.

The laws of the State of New York shall govern the Indenture and this Note without regard to conflicts of laws principles thereof.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:
PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including Zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of Amazon.com, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Signature must be guaranteed

Signature

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following exchanges of a part of this Global Security for certificated Notes or a part of another Global Security have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount of this Global Security</u>	<u>Amount of increase in Principal Amount of this Global Security</u>	<u>Principal Amount of this Global Security following such decrease or increase</u>	<u>Signature of authorized signatory of Trustee</u>
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