Classified Provisions

# commitment

b'exhibit1 execution version deal cusip number: 02313hae0 revolving credit facility cusip number: 02313haf7 amended and restated credit agreement dated as of april 27, 2018 among amazon.

# notice

com, inc.as the company the designated borrowers party hereto bank of america, n. a.as administrative agent and the other lenders party hereto merrill lynch, pierce, fenner& smith incorporated and hsbc securities usa inc.as joint lead arrangers and merrill lynch, pierce, fennersmith incorporated, hsbc securities usa inc.citigroup global markets inc.deutsche bank securities inc.goldman sachs bank usa, jpmorgan chase bank, n. a.morgan stanley senior funding, inc.mufg union bank, n. a.socit gnrale, td securities usa llc, and wells fargo securities, llc, as joint bookrunners and hsbc bank usa, national association, as syndication agent and citibank, n. a.deutsche bank ag new york branch, goldman sachs bank usa, jpmorgan chase bank, n. a.morgan stanley senior funding, inc.mufg union bank, n. a.socit gnrale, the toronto-dominion bank, new york branch, and wells fargo bank, national association, as co-documentation agents table of contents pagearticle i.definitions and accounting terms1 01def..

# tax

s.tax compliance certificatese-1designated borrower request and assumption agreemente-2designated borrower noticeiv amended and restated credit agreement this amended and restated credit agreement this agreement is entered into as of april27, 2018, among amazon.

# notice

com, inc.the company, certain subsidiaries of the company party hereto pursuant to section 14 eachdesignated borrower and, together with the company, the borrowers and, eachborrower, each lender from time to time party hereto collectively, the lenders and individually,lender, and bank of america, n. a.as administrative agent.the borrowers, the lenders party thereto and the administrative agent are party to that certain credit agreement, dated as of may20, 2016 as amended, restated, amended and restated, extended, supplemented or otherwise modified prior to the date hereof, the existing credit agreement and the borrowers, the administrative agent and the lenders have agreed to amend and restate the existing credit agreement in its entirety upon and subject to the terms and conditions set forth herein.in connection with the amendment and restatement of the existing credit agreement, the company has requested that the lenders providerevolving credit facility to the borrowers, and the le..

# colending

s.person,lender that is notu.

# notice

s.person, and bif such borrower is notu.

# definition

s.person,lender that is resident or organized under the laws ofjurisdiction other than that in which such borrower is resident for tax purposes.for purposes of this definition, the united states, each state thereof and the district of columbia shall be deemed to constitutesingle jurisdiction.foreign subsidiary means any subsidiary that is notdomestic subsidiary.frb means the board of governors of the federal reserve system of the united states.fund means any person other thannatural person that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.gaap means generally accepted accounting principles in the united states as set forth in the accounting standards codification established by the financial accounting standards board and defined in fasb asc 10governmental authority means the government of the united states or any other nation, or of any political subdivision the..

# tax

s.jurisdiction; bwith respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and cwith respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.other connection taxes means, with respect to any recipient, taxes imposed asresult ofpresent or former connection between such recipient and the jurisdiction imposing such tax other than connections arising from such recipient having executed, delivered, becomeparty to, performed its obligations under, received payments under, received or perfectedsecurity..

# compliance

s.person means any person that isunited states person as defined in section 7701a30 of the code.u.

# definition

s.tax compliance certificate has the meaning specified in section 01eiibwrite-down and conversion powers means, with respect to any eea resolution authority, the write-down and conversion powers of such eea resolution authority from time to time under the bail-in legislation for the applicable eea member country, which write-down and conversion powers are described in the eu bail-in legislation schedule.yen andmean the lawful currency of japan.

# definition

02 other interpretive provisions.with reference to this agreement and each other loan document, unless otherwise specified herein or in such other loan document:the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined.whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.the words include, includes and including shall be deemed to be followed by the phrase without limitation.the word will shall be construed to have the same meaning and effect as the word shall.unless the context requires otherwise, iany definition of or reference to any agreement, instrument or other document including any organization document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other loan document, i..

# colending

section headings herein and in the other loan documents are included for convenience of reference only and shall not affect the interpretation of this agreement or any other loan document.

# financial\_covenant

03 accounting terms.generally.all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data required to be submitted pursuant to this agreement shall be prepared in conformity with, gaap applied onconsistent basis, as in effect from time to time, applied inmanner consistent with that used in preparing the audited financial statements, except as otherwise specifically prescribed herein.notwithstanding the foregoing, for purposes of determining compliance with any covenant contained herein, indebtedness of the company and its subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of fasb asc 825 and fasb asc 470-20 on financial liabilities shall be disregarded.changes in gaap.if at any time any change in gaap would affect the computation of any requirement set forth in any loan document, and either the company or the required lenders shall so request, the administra..

# interest\_rate

04 exchange rates; currency equivalents.the administrative agent shall determine the spot rates as of each revaluation date to be used for calculating dollar equivalent amounts of loans and outstanding amounts denominated in alternative currencies.such spot rates shall become effective as of such revaluation date and shall be 19 the spot rates employed in converting any amounts between the applicable currencies until the next revaluation date to occur.except for purposes of financial statements delivered by loan parties hereunder or except as otherwise provided herein, the applicable amount of any currency other than dollars for purposes of the loan documents shall be such dollar equivalent amount as so determined by the administrative agent.wherever in this agreement in connection withborrowing, conversion, continuation or prepayment ofeurocurrency rate loan, an amount, such asrequired minimum or multiple amount, is expressed in dollars, but such borrowing or eurocurrency rate loan is..

# interest\_rate

05 additional alternative currencies.a borrower may from time to time request that eurocurrency rate loans be made incurrency other than those specifically listed in the definition of alternative currency; provided that such requested currency islawful currency other than dollars that is readily available and freely transferable and convertible into dollars.any such request shall be made to the administrative agent not later than 1:00 p. m.ten 10business days prior to the date of the desired borrowing or such other time or date as may be agreed by the administrative agent in its sole discretion.the administrative agent shall promptly notify each lender of any such request.each lender shall notify the administrative agent, not later than 1:00 p. m.five 5business days after receipt of such request whether it consents, in its sole discretion, to the making of eurocurrency rate loans in such requested currency.any failure bylender to respond to such request within the time period specified..

# interest\_rate

06 change of currency.each obligation of the borrowers to makepayment denominated in the national currency unit of any member state of the european union that adopts the euro as its lawful currency after the date hereof shall be redenominated into euro at the time of such adoption.if, in relation to the currency of any such member state, the basis of accrual of interest expressed in this agreement in respect of that currency shall be inconsistent with any convention or practice in the london interbank market for the basis of accrual of interest in respect of the euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the euro as its lawful currency; provided that if any borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such borrowing, at the end of the then current interest period.each provision of this agreement..

# commitment

07 times of day.unless otherwise specified, all references herein to times of day shall be references to eastern time daylight or standard, as applicable.article ii.the commitments and loans01 loans.subject to the terms and conditions set forth herein, each lender severally agrees to make loans each such loan,loan to the borrowers in dollars or in one or more alternative currencies from time to time, on any business day during the availability period, in an aggregate amount not to exceed at any time outstanding the amount of such lenders commitment; provided, however, that after giving effect to any borrowing, ithe total outstandings shall not exceed the aggregate commitments, iithe revolving credit exposure of any lender shall not exceed such lenders commitment, and iiithe aggregate outstanding amount of all loans denominated in alternative currencies shall not exceed the alternative currency sublimit.within the limits of each lenders commitment, and subject to the other terms and con..

# interest\_rate

02 borrowings, conversions and continuations of loans.each borrowing, each conversion of loans from one type to the other, and each continuation of eurocurrency rate loans shall be made uponborrowers irrevocable notice to the administrative agent, which may be given by atelephone or ba loan notice; provided that any telephonic notice must be confirmed immediately by delivery to the administrative agent ofloan notice.each such loan notice must be received by the administrative agent not later than 1:00 p. m.ithree business days prior to the requested date of any borrowing of, conversion to or continuation of eurocurrency rate loans denominated in dollars or of any conversion of eurocurrency rate loans denominated in dollars to base rate loans, iifour business days or five business days in the case ofspecial notice currency prior to the requested date of any borrowing or continuation of eurocurrency rate loans denominated in alternative currencies, and iiion the requested date of any bor..

# interest\_rate

03 prepayments.any borrower may, upon notice to the administrative agent from such borrower, at any time or from time to time voluntarily prepay loans in whole or in part without premium or penalty; provided that isuch notice must be inform acceptable to the administrative agent and be received by the administrative agent not later than 1:00 p. m.athree business days prior to any date of prepayment of eurocurrency rate loans denominated in dollars, bfour business days or five business days in the case of prepayment of loans denominated in special notice currencies prior to any date of prepayment of eurocurrency rate loans denominated in alternative currencies, and con the date of prepayment of base rate loans; iiany prepayment of eurocurrency rate loans denominated in dollars shall be inprincipal amount of $5,000,000 orwhole multiple of $1,000,000 in excess thereof; iiiany prepayment of eurocurrency rate loans denominated in alternative currencies shall bewhole multiple of $1,000,000; ..

# maturity

05 repayment of loans.each borrower shall repay to the lenders on the maturity date the aggregate principal amount of loans made to such borrower and outstanding on such date.

# interest\_rate

06 interest.subject to the provisions of sub section bbelow,each eurocurrency rate loan shall bear interest on the outstanding principal amount thereof for each interest period atrate per annum equal to the eurocurrency rate for such interest period plus the applicable rate; and iieach base rate loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing or conversion date atrate per annum equal to the base rate plus the applicable rate.if any amount payable by any loan party under any loan document is not paid when due after giving effect to any applicable grace periods, whether at stated maturity, by acceleration or otherwise, then such overdue amount shall thereafter bear interest atfluctuating interest rate per annum at all times equal to the default rate to the fullest extent permitted by applicable laws.accrued and unpaid interest on past due amounts including interest on past due interest shall be due and payable upon demand.interest on ea..

# interest\_rate

07 fees.commitment fee.the company shall pay to the administrative agent for the account of each lender in accordance with its applicable percentage,commitment fee in dollars equal to the applicable rate times the actual daily amount by which the aggregate commitments exceed the sum of the outstanding amount of loans, subject to adjustment as provided in section the commitment fee shall accrue at all times during the availability period, including at any time during which one or more of 24 the conditions in article iv is not met, and shall be due and payable quarterly in arrears on the last business day of each march, june, september and december, commencing with the first such date to occur after the closing date, and on the last day of the availability period.the commitment fee shall be calculated quarterly in arrears, and if there is any change in the applicable rate during any quarter, the actual daily amount shall be computed and multiplied by the applicable rate separately for ..

# interest\_rate

08 computation of interest and fees.all computations of interest for base rate loans including base rate loans determined by reference to the eurocurrency rate shall be made on the basis ofyear of 365 or 366 days, as the case may be, and actual days elapsed including the first day, but excluding the last day.all other computations of fees and interest shall be made on the basis of360-day year and actual days elapsed including the first day, but excluding the last day which results in more fees or interest, as applicable, being paid than if computed on the basis of365-day year, or, in the case of interest in respect of loans denominated in alternative currencies as to which market practice differs from the foregoing, in accordance with such market practice.interest shall accrue on each loan for the day on which the loan is made, and shall not accrue onloan, or any portion thereof, for the day on which the loan or such portion is paid; provided that any loan that is repaid on the same da..

# colending

09 evidence of debt.the loans made by each lender shall be evidenced by one or more accounts or records maintained by such lender and by the administrative agent in the ordinary course of business.the accounts or records maintained by the administrative agent and each lender shall be conclusive absent manifest error of the amount of the loans made by the lenders to the borrowers and the interest and payments thereon.any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the borrowers hereunder to pay any amount owing with respect to the obligations.in the event of any conflict between the accounts and records maintained by any lender and the accounts and records of the administrative agent in respect of such matters, the accounts and records of the administrative agent shall control in the absence of manifest error.upon the request of any lender toborrower made through the administrative agent, such borrower shall execute and d..

# colending

10 payments generally; administrative agents clawback.general.all payments to be made by the borrowers shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff.except as otherwise expressly provided herein and except with respect to principal of and interest on loans denominated in an alternative currency, all payments by the borrowers hereunder shall be made to the administrative agent, for the account of the respective lenders to which such payment is owed, at the applicable administrative agents office in dollars and in same day funds not later than 4:00 p. m.on the date specified herein.except as otherwise expressly provided herein, all payments by the borrowers hereunder with respect to principal and interest on loans denominated in an alternative currency shall be made to the administrative 25 agent, for the account of the respective lenders to which such payment is owed, at the applicable administrative agents office ..

# colending

11 sharing of payments by lenders.if any lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the loans made by it resulting in such lenders receiving payment ofproportion of the aggregate amount of such loans and accrued interest thereon greater than its pro rata share thereof as provided herein, then the lender receiving such greater proportion shall anotify the administrative agent of such fact, and bpurchase for cash at face value participations in the loans of the other lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective loans and other amounts owing them; provided that:if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shal..

# colending

13 defaulting lenders.adjustments.notwithstanding anything to the contrary contained in this agreement, if any lender becomesdefaulting lender, then, until such time as that lender is no longerdefaulting lender, to the extent permitted by applicable law:waivers and amendments.such defaulting lenders right to approve or disapprove any amendment, waiver or consent with respect to this agreement shall be restricted as set forth in the definition of required lenders and section 1 ii defaulting lender waterfall.any payment of principal, interest, fees or other amounts received by the administrative agent for the account of such defaulting lender whether voluntary or mandatory, at maturity, pursuant to articleviii or otherwise or received by the administrative agent fromdefaulting lender pursuant to section 1 08 shall be applied at such time or times as may be determined by the administrative agent as follows: first, to the payment of any amounts owing by such defaulting lender to the admi..

# colending

14 designated borrowers.the company may at any time, upon not less than 10 business days notice from the company to the administrative agent or such shorter period as may be agreed by the administrative agent in its sole discretion, designate any additional subsidiary of the company an applicant borrower asdesignated borrower, subject to the approval of each of the lenders, to receive loans hereunder by delivering to the administrative agent which shall promptly deliver counterparts thereof to each lenderduly executed notice and agreement in substantially the form of exhibit e-1designated borrower request and assumption agreement.the parties hereto acknowledge and agree that prior to any applicant borrower becoming entitled to utilize the credit facilities provided for herein the administrative agent and the lenders shall have received isuch supporting resolutions, incumbency certificates and opinions of counsel, iiat leastbusiness days prior to the effective date for such applicant bo..

# colending

s.person, a.any lender that isu.

# tax

s.person shall deliver to the company and the administrative agent on or prior to the date on which such lender becomeslender under this agreement and from time to time thereafter upon the reasonable request of the 33 company or the administrative agent, executed copies of irs formw-9 certifying that such lender is exempt from u. s.federal backup withholding tax and bank of america as administrative agent shall deliver, on or prior to the closing date and from time to time upon the reasonable request of the company,properly completed and executed copy of irs form w-9; provided that, if bank of america fails to provide such irs form w-9 upon request of the company, the companys sole remedy shall be to withhold to the extent required by the applicable treasury regulations; b.any foreign lender shall, to the extent it is legally entitled to do so, deliver to the company and the administrative agent in such number of copies as shall be requested by the recipient on or prior to the date on ..

# financial\_covenant

s.tax compliance certificate and yexecuted copies of irs form w-8ben or irs form w-8ben-e, as applicable; or to the extentforeign lender is not the beneficial owner, executed copies of irs form w-8imy, accompanied by copies of irs form w-8eci, irs form w-8ben, irs form w-8ben-e,u.

# tax

s.tax compliance certificate substantially in the form of exhibit d-2 or exhibit d-3, irs form w-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the foreign lender ispartnership and one or more direct or indirect partners of such foreign lender are claiming the portfolio interest exemption, such foreign lender may provideu.

# tax

s.tax compliance certificate substantially in the form of exhibit d-4 on behalf of each such direct and indirect partner; c.any foreign lender shall, to the extent it is legally entitled to do so, deliver to the company and the administrative agent in such number of copies as shall be requested by the recipient on or prior to the date on which such foreign lender becomeslender under this agreement and from time to time thereafter upon the reasonable 34 request of the company or the administrative agent, executed originals of any other form prescribed by applicable law asbasis for claiming exemption from orreduction in u. s.federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the company or the administrative agent to determine the withholding or deduction required to be made; and d.ifpayment made tolender under any loan document would be subject to u. s.federal withholding tax imposed by fatca if such l..

# interest\_rate

03 inability to determine rates.subject, for the avoidance of doubt, to the provisions of section 08, if, in connection with any request foreurocurrency rate loan orconversion to or continuation thereof,ithe administrative agent reasonably determines that deposits whether in dollars or an alternative currency are not being offered to banks in the applicable offshore interbank market for such currency for the applicable amount and interest period of such eurocurrency rate loan, or iiadequate and reasonable means do not exist for determining the eurocurrency rate for any requested interest period with respect toproposed eurocurrency rate loan whether denominated in dollars or an alternative currency or in connection with an existing or proposed base rate loan in each case with respect to this clause a, impacted loans, or bthe administrative agent or the required lenders reasonably determine that for any reason the eurocurrency rate for any requested interest period with respect topropo..

# interest\_rate

04 increased costs; reserves on eurocurrency rate loans.increased costs generally.if any change in law shall:impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any lender exceptany reserve requirement contemplated by section 04e, other than as set forth below; or ii impose on any lender or the london interbank market any other condition, cost or expense affecting this agreement or eurocurrency rate loans made by such lender; and the result of any of the foregoing shall be to increase the cost to such lender of making, converting to, continuing or maintaining any loan the interest on which is determined by reference to the eurocurrency rate or of maintaining its obligation to make any such loan, or to reduce the amount of any sum received or receivable by such lender hereunder whether of principal, interest or any other..

# colending

05 compensation for losses.upon demand of any lender withcopy to the administrative agent from time to time, the company shall promptly compensate or cause the applicable designated borrower to promptly compensate such lender for and hold such lender harmless from any loss other than lost profit, cost or expense incurred by it other than by reason of such lender beingdefaulting lender asresult of:any continuation, conversion, payment or prepayment of any loan other thanbase rate loan onday other than the last day of the interest period for such loan whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise;any failure by any borrower forreason other than the failure of such lender to makeloan to prepay, borrow, continue or convert any loan other thanbase rate loan on the date or in the amount notified by the company or the applicable designated borrower;any failure by any borrower to make payment of any loan or interest due thereon denominated in an alternative c..

# tax

06 mitigation obligations; replacement of lenders.designation ofdifferent lending office.each lender may make any loan toborrower through any lending office; provided that the exercise of this option shall not affect the obligation of such borrower to repay the loans in accordance with the terms of this agreement.if any lender requests compensation under section 04, or requires any borrower to pay any indemnified taxes or additional amounts to any lender or any governmental authority for the account of any lender pursuant to section 01, or if any lender givesnotice pursuant to section 02, then such lender shall use reasonable efforts to designatedifferent lending office for funding or booking its loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such lender, such designation or assignment iwould eliminate or reduce amounts payable pursuant to section 01 or04, as the case may be, in the fut..

# interest\_rate

08 libor successor rate.notwithstanding anything to the contrary in this agreement, including section 1 01, or any other loan documents, if:the administrative agent determines which determination shall be conclusive absent manifest error or the company notifies the administrative agent that the company has determined, that adequate and reasonable means do not exist for ascertaining libor for any requested interest period, including because the libor screen rate is not available or published oncurrent basis and such circumstances are unlikely to be temporary;the administrator of the libor screen rate orgovernmental authority having jurisdiction over the administrative agent has madepublic statement identifyingspecific date after which libor or the libor screen rate shall no longer be made available, or used for determining the interest rate of loans such specific date, the scheduled unavailability date; or 39the administrative agent and the company determine that syndicated credit faci..

# interest\_rate

02 conditions to all borrowings.the obligation of each lender to honor any loan notice other thanloan notice requesting onlyconversion of loans to the other type, orcontinuation of eurocurrency rate loans is subject to the following conditions precedent:the representations and warranties of ithe borrowers contained in articleother than section s 05c and06 and iieach applicable designated borrower contained in each designated borrower request and assumption agreement other than section s05c and06 to the extent incorporated by reference therein shall be true and correct in all material respects except to the extent that such representations and warranties are already qualified by materiality, in which case they shall be true and correct in all respects on and as of the date of such borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects except to the extent that..

# representations

02 authorization; no contravention.the execution, delivery and performance by each loan party of each loan document to which such person is or is to beparty have been duly authorized by all necessary corporate or other organizational action, and do not and will not acontravene the terms of any of such persons organization documents; bconflict with or result in any breach or contravention of any material contractual obligation to which such person isparty or affecting such person or the properties of such person; or cviolate any law; except in any case for clauses a,or cwhere such violations would not reasonably be expected, individually or in the aggregate, to havematerial adverse effect.

# compliance

03 governmental authorization; other consents.no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or any other person is required in connection with the execution, delivery or performance by, or enforcement against, any loan party of this agreement or any other loan document other than ithose that have already been obtained and are in full force and effect and iiapprovals, consents, exemptions, authorizations, actions and notices the absence of which would not reasonably be expected to result inmaterial adverse effect.4204 binding effect.this agreement has been, and each other loan document, when delivered hereunder, will have been, duly executed and delivered by each loan party that is party thereto.this agreement constitutes, and each other loan document when so delivered will constitute,legal, valid and binding obligation of such loan party, enforceable against each loan party that is party thereto in accordanc..

# representations

05 financial statements; no material adverse effect.the audited financial statements iwere prepared in accordance with gaap consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and iifairly present in all material respects the financial condition of the company and its subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with gaap consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

# representations

[intentionally omitted.c since the date of the audited financial statements, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to havematerial adverse effect.

# representations

06 litigation.there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the company, threatened in writing, at law, in equity, in arbitration or before any governmental authority, by or against the company or any of its subsidiaries that ieither individually or in the aggregate, would reasonably be expected to havematerial adverse effect that has not been publicly disclosed with reasonable specificity prior to the date of this agreement or iipurport to enjoin or restrain the execution or delivery of this agreement or any other loan document, or any of the transactions contemplated hereby.

# tax

07 taxes.the company has filed all federal income tax returns, and the company and its subsidiaries have filed all other material tax returns and reports required to be filed, and have paid all federal and other material taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except ithose which are being contested in good faith by appropriate proceedings diligently conducted or iithe non-payment of which would not reasonably be expected to result inmaterial adverse effect.

# ERISA

08 erisa compliance.except as would not reasonably be expected to result inmaterial adverse effect, either individually or in the aggregate: ino erisa event has occurred, and the company is not aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an erisa event with respect to any pension plan; iithe company and each erisa affiliate has met all applicable requirements under the pension funding rules in respect of each pension plan, and no waiver of the minimum funding standards under the pension funding rules has been applied for or obtained by the company; iiineither the company nor any erisa affiliate has incurred any liability to the pbgc other than for the payment of premiums, and there are no premium payments which have become due that are delinquent under section 4007 of erisa; and 43 ivneither the company nor any erisa affiliate has engaged intransaction that is subject to section 4069 or section 4212c of erisa and vno pension ..

# compliance

09 investment company act.neither the company nor any other borrower is or is required to be registered as an investment company under the investment company act of 194 10 compliance with laws.each loan party and each subsidiary thereof is in compliance in all material respects with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which asuch requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or bthe failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to result inmaterial adverse effect.

# compliance

11 anti-corruption.ano borrower nor any subsidiary thereof is in violation of the united states foreign corrupt practices act of 1977, the uk bribery act 2010, or other similar anti-corruption legislation in other jurisdictions applicable to any borrower or any subsidiary from time to time, the effect of which is or would reasonably be expected to be material to the borrowers and their subsidiaries taken aswhole and bthe borrowers have instituted and maintained policies and procedures reasonably designed to promote and achieve compliance with such laws.

# representations

12 sanctions.neither the borrowers, nor any of their respective subsidiaries, nor, to the knowledge of the borrowers, any director, officer or employee thereof, is an individual or entity that is icurrently the subject or target of any sanctions, iiincluded on ofacs list of specially designated nationals, hmts consolidated list of financial sanctions targets and the investment ban list, or any similar list enforced by the united states federal government including, without limitation, ofac, the european union or her majestys treasury or iiilocated, organized or resident indesignated jurisdiction.

# financial\_reporting

13 eea financial institution.the company is not an eea financial institution.article vi.affirmative covenants so long as any lender shall have any commitment hereunder, or any loan or other obligation hereunder shall remain unpaid or unsatisfied, the company shall, and shall except in the case of the covenants set forth in section s 01,02, and03 cause each material subsidiary to:01 financial statements.deliver to the administrative agent and each lender:as soon as available, but in any event within 120 days after the end of each fiscal year of the company,consolidated balance sheet of the company and its subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, changes in stockholders equity, and cash flows for such fiscal year, prepared in accordance with gaap, audited and accompanied byreport and opinion of an independent certified public accountant of nationally recognized standing, it being agreed that delivery of the companys..

# colending

02 certificates; other information.deliver to the administrative agent and each lender:promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the company, and copies of all annual, regular, periodic and special reports and registration statements which the company may file or be required to file with the sec under section 13 or 15d of the securities exchange act of 1934, and not otherwise required to be delivered to the administrative agent pursuant hereto;[intentionally omitted]; andpromptly following any reasonable request therefor, such additional information regarding the financial condition of the company or any loan partys compliance with the terms of the loan documents, as the administrative agent or any lender may from time to time reasonably request; provided that the administrative agent and the lenders shall only be permitted to makerequest under this subclause cduring th..

# definition

sec.

# notice

gov.the administrative agent shall have no obligation to request the posting or other electronic delivery of the documents referred to above and in any event shall have no responsibility to monitor compliance by the company.each borrower hereby acknowledges thatthe administrative agent and/or the arrangers may, but shall not be obligated to, make available to the lenders materials and/or information provided by or on behalf of each borrower hereunder collectively, borrower materials by posting the borrower materials on debtdomain, intralinks, syndtrak, clearpar, or another similar electronic system the platform.each borrower further acknowledges and agrees that xall borrower materials will be treated as private and may contain material nonpublic information with respect to the company or its securities for purposes 45 of united states federal and state securities laws mnpi; and ythe administrative agent will treat all borrower materials as being suitable only for posting onportion of t..

# compliance

03 notices.promptly after any responsible officer of the company obtaining actual knowledge thereof, notify the administrative agent and each lender, aof the occurrence of any default; and bany dispute, litigation, investigation, proceeding or suspension between the company or any subsidiary and any governmental authority orthe commencement of, or any material development in, any litigation or proceeding affecting the company or any subsidiary, in each case that has resulted or would reasonably be expected to result inmaterial adverse effect.each notice pursuant to this section shall be accompanied bystatement ofresponsible officer of the company setting forth details of the occurrence referred to therein and stating what action the company or applicable subsidiary has taken and proposes to take with respect thereto.

# tax

04 payment of taxes.pay and discharge as the same shall become due and payable, all taxes upon it or its properties or assets that, if not paid, would reasonably be expected to result inmaterial adverse effect, unless such taxes are being contested in good faith by appropriate proceedings diligently conducted.

# compliance

05 preservation of existence, etc.in the case of each loan party, preserve and maintain its corporate existence and the rights, licenses and permits material to the conduct of its business; provided that the foregoing shall not prohibit any transaction permitted under section 06 compliance with laws.comply in all material respects with the requirements of all laws including all anti-corruption laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which asuch requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or bthe failure to comply therewith would not reasonably be expected to result inmaterial adverse effect.

# representations

07 books and records.maintain proper books of record and account that permit the preparation of consolidated financial statements of the company materially in accordance with gaap.

# colending

08 use of proceeds.use the proceeds of each loan solely ato refinance borrowings, if any, under the existing credit agreement and bfor working capital, capital expenditures, acquisitions including any related expenses, earn-outs and deferred payments incurred in connection with any such acquisition, payment of fees and expenses associated with this agreement and other general corporate purposes not in contravention of any law or of any loan document; provided that no borrower will use the proceeds of the loans inmanner that violates regulationissued by the frb.

# compliance

09 anti-corruption laws.maintain policies and procedures reasonably designed to promote and achieve compliance with the united states foreign corrupt practices act of 1977, the uk bribery act 2010 and other similar anti-corruption legislation in other jurisdictions.46 article vii.negative covenants so long as any lender shall have any commitment hereunder, or any loan or other obligation hereunder shall remain unpaid or unsatisfied:01 liens.the company shall not, nor shall it permit any subsidiary to create or suffer to exist any lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:liens pursuant to any loan document;liens existing on the date hereof and listed on schedule 01 and any renewals, replacements or extensions thereof, provided that ithe property covered thereby is not changed other than additions and improvements thereto and iithe principal amount secured or benefited thereby is not increased other than asresult..

# no\_merger

02 fundamental changes.no loan party shall, directly or indirectly:merge, dissolve, liquidate, consolidate with or into another person, except that, so long as no default exists or would result therefrom,borrower may merge or otherwise consolidate with any person if asuch borrower is the surviving person or bthe surviving person iis organized under the laws of the united states if the company ordesignated borrower that isdomestic subsidiary or the laws of the jurisdiction in which such borrower was organized ifdesignated borrower that isforeign subsidiary, and iiassumes in writing all of its obligations pursuant to documentation reasonably satisfactory to the administrative agent.dispose or permit the disposition of whether in one transaction or inseries of transactions any of its assets if such assets would, in the aggregate, otherwise constitute all or substantially all of the assets of the company and its subsidiaries taken aswhole whether now owned or hereafter acquired to or in fa..

# compliance

03 sanctions.no loan party shall directly or, to the knowledge of such loan party, indirectly use the proceeds of any loan, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any designated jurisdiction, that, at the time of such funding, is the subject of sanctions except to the extent permissible under applicable sanctions, or, to the knowledge of such loan party, in any other manner that will result inviolation by any individual or entity including any individual or entity participating in the transaction, whether as lender, arranger, administrative agent or otherwise of sanctions.

# compliance

04 anti-corruption laws.no loan party shall directly or, to the knowledge of such loan party, indirectly use the proceeds of any loan for any purpose which would breach the united states foreign corrupt practices act of 1977, the uk bribery act 2010, or other similar anti-corruption legislation in other jurisdictions applicable to any loan party from time to time.

# eventofdefault

05 amazon seller lending facility.the company shall not, nor shall it permit any subsidiary other than any amazon seller lending entity to, directly or indirectly, create, incur assume or suffer to exist any indebtedness under or pursuant to the amazon seller lending facility.49 article viii.events of default and remedies01 events of default.any of the following shall constitute an event of default:non-payment.any loan party fails to pay iwhen and as required to be paid herein, and in the currency required hereunder, any amount of principal of any loan or iiwithin five 5business days after the same becomes due or payable, any interest on any loan, or any fee due hereunder or any other amount payable hereunder or under any other loan document; orspecific covenants.any loan party fails to perform or observe any term, covenant or agreement contained in any of section 03a or05 as to the existence ofloan party or article vii; orother defaults.any loan party fails to perform or observe any..

# remedies

02 remedies upon event of default.if any event of default occurs and is continuing, the administrative agent shall, at the request of, or may, with the consent of, the required lenders, take any or all of the following actions:declare the commitment of each lender to make loans to be terminated, whereupon such commitments shall be terminated;declare the unpaid principal amount of all outstanding loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other loan document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the borrowers; orexercise on behalf of itself and the lenders all rights and remedies available to it and the lenders under the loan documents; provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to any borrower under the bankruptcy code of the united states, the oblig..

# fees

03 application of funds.after the exercise of remedies provided for in section 02 or after the loans have automatically become immediately due and payable as set forth in the proviso to section 02, any amounts received on account of the obligations shall be applied by the administrative agent in the following order: first, to payment of that portion of the obligations constituting fees, indemnities, expenses and other amounts including fees, charges and disbursements of counsel to the administrative agent and amounts payable under article iii payable to the administrative agent in its capacity as such; 51 second, to payment of that portion of the obligations constituting fees, indemnities and other amounts other than principal and interest payable to the lenders including fees, charges and reasonable disbursements of counsel to the respective lenders and amounts payable under article iii, ratably among them in proportion to the respective amounts described in this clause second pay..

# colending

02 rights aslender.the person serving as the administrative agent hereunder shall have the same rights and powers in its capacity aslender as any other lender and may exercise the same as though it were not the administrative agent and the term lender or lenders shall, unless otherwise expressly indicated or unless the context otherwise requires, include the person serving as the administrative agent hereunder in its individual capacity.such person and its affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any borrower, any subsidiary or other affiliate thereof as if such person were not the administrative agent hereunder and without any duty to account therefor to the lenders.

# colending

03 exculpatory provisions.the administrative agent shall not have any duties or obligations except those expressly set forth herein and in the other loan documents, and its duties hereunder shall be administrative in nature.without limiting the generality of the foregoing, the administrative agent:shall not be subject to any fiduciary or other implied duties, regardless of whetherdefault has occurred and is continuing; 52shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other loan documents that the administrative agent is required to exercise as directed in writing by the required lenders or such other number or percentage of the lenders as shall be expressly provided for herein or in the other loan documents, provided that the administrative agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the administ..

# colending

04 reliance by administrative agent.the administrative agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing including any electronic message, internet or intranet website posting or other distribution believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person.the administrative agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon.in determining compliance with any condition hereunder to the making ofloan that by its terms must be fulfilled to the satisfaction oflender, the administrative agent may presume that such condition is satisfactory to such lender unless the administrative agent shall have received notice to the contrary from such lender prior to the making of such loan.the..

# colending

05 delegation of duties.the administrative agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other loan document by or through any one or more sub-agents appointed by the administrative agent.the administrative agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective related 53 parties.the exculpatory provisions of this article shall apply to any such sub-agent and to the related parties of the administrative agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as administrative agent.the administrative agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent thatcourt of competent jurisdiction determines infinal and non-appealable judgment that the administrative agent acted with gross negl..

# colending

06 resignation of administrative agent.the administrative agent may at any time give notice of its resignation to the lenders and the company.upon receipt of any such notice of resignation, the required lenders shall have the right, with the written consent of the company, to appointsuccessor, which shall bebank with an office in the united states, or an affiliate of any such bank with an office in the united states.if no such successor shall have been so appointed by the required lenders and shall have accepted such appointment within 30 days after the retiring administrative agent gives notice of its resignation or such earlier day as shall be agreed by the required lenders the resignation effective date, then the retiring administrative agent may but shall not be obligated to on behalf of the lenders, appoint, with the written consent of the company,successor administrative agent meeting the qualifications set forth above.whether or notsuccessor has been appointed, such resignation ..

# colending

08 no other duties, etc.anything herein to the contrary notwithstanding, none of the arrangers or other agency or arranger titles listed on the cover page hereof shall have any powers, duties or responsibilities under this agreement or any of the other loan documents, except in its capacity, as applicable, as the administrative agent orlender hereunder.

# colending

09 administrative agent may file proofs of claim.in case of the pendency of any proceeding under any debtor relief law or any other judicial proceeding relative to any loan party, the administrative agent irrespective of whether the principal of any loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the administrative agent shall have made any demand on any borrower shall be entitled and empowered, by intervention in such proceeding or otherwise:to file and proveclaim for the whole amount of the principal and interest owing and unpaid in respect of the loans and all other obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the lenders and the administrative agent including any claim for the reasonable compensation, expenses, disbursements and advances of the lenders and the administrative agent and their respective agents and counsel and all ..

# colending

103-1c of the united states treasury regulations.the entries in the participant register shall be conclusive absent manifest error, and such lender shall treat each person whose name is recorded in the participant register as the owner of such participation for all purposes of this agreement notwithstanding any notice to the contrary.for the avoidance of doubt, the administrative agent in its capacity as administrative agent shall have no responsibility for maintainingparticipant register.certain pledges.any lender may at any time pledge or assignsecurity interest in all or any portion of its rights under this agreement including under its note, if any to secure obligations of such lender, including any pledge or assignment to secure obligations tofederal reserve bank; provided that no such pledge or assignment shall release such lender from any of its obligations hereunder or substitute any such pledgee or assignee for such lender asparty hereto.07 treatment of certain information; co..

# notice

[signature pages follow] 73 in witness whereof, the parties hereto have caused this agreement to be duly executed as of the date first above written.amazon.

# notice

com, inc. by:/s/ kurt h.zumwaltname:kurt h.zumwalttitle:vice president and treasureramazon.

# notice

com, inc.amended and restated credit agreement bank of america, n. a. ,as administrative agentby:/s/ anthea del bianconame:anthea del biancotitle:vice presidentamazon.

# notice

com, inc.amended and restated credit agreement bank of america, n. a. ,aslenderby:/s/ eric ridgwayname:eric ridgwaytitle:directoramazon.

# notice

com, inc.amended and restated credit agreement hsbc bank usa, national association,aslenderby:/s/ jason fuquaname:jason fuquatitle:vice presidentamazon.

# notice

com, inc.amended and restated credit agreement citibank, n. a. ,aslenderby:/s/ matthew suttonname:matthew suttontitle:vice presidentamazon.

# notice

com, inc.amended and restated credit agreement deutsche bank ag new york branch,aslenderby:/s/ ming k.chuname:ming k.chutitle:directorby:/s/ virginia cosenzaname:virginia cosenzatitle:vice presidentamazon.

# notice

com, inc.amended and restated credit agreement goldman sachs bank usa,aslenderby:/s/ rebecca kratzname:rebecca kratztitle:authorized signatoryamazon.

# notice

com, inc.amended and restated credit agreement jpmorgan chase bank, n. a. ,aslenderby:/s/ lauren bakername:lauren bakertitle:executive directoramazon.

# notice

com, inc.amended and restated credit agreement socit gnrale,aslenderby:/s/ john hoganname:john hogantitle:directoramazon.

# notice

com, inc.amended and restated credit agreement the toronto-dominion bank, new york branch,aslenderby:/s/ katherine hawaraname:katherine hawaratitle:authorized signatoryamazon.

# notice

com, inc.amended and restated credit agreement wells fargo bank, national association,aslenderby:/s/ lacy houstounname:lacy houstountitle:directoramazon.

# notice

com, inc.amended and restated credit agreement morgan stanley senior funding, inc. ,aslenderby:/s/ michael kingname:michael kingtitle:vice presidentamazon.

# notice

com, inc.amended and restated credit agreement mufg union bank, n. a. ,aslenderby:/s/ aileen supea thronename:aileen supea thronetitle:directoramazon.

# notice

com, inc.amended and restated credit agreement schedule01 commitments and applicable percentages lendercommitmentapplicablepercentage ofcommitmentbank of america, n. a.

# notice

$700,000,00 001 000000000%hsbc bank usa, national association$700,000,00 001 000000000%citibank, n. a.

# interest\_rate

$700,000,00 001 000000000%deutsche bank ag new york branch$700,000,00 001 000000000%goldman sachs bank usa$700,000,00 001 000000000%jpmorgan chase bank, n. a.

# interest\_rate

$700,000,00 001 000000000%socit gnrale$700,000,00 001 000000000%the toronto-dominion bank, new york branch$700,000,00 001 000000000%wells fargo bank, national association$700,000,00 001 000000000%morgan stanley senior funding, inc. $350,000,00 00 000000000%mufg union bank, n. a.

# notice

$350,000,00 00 000000000%total:$7,000,000,00 0010 000000000%schedule01 existing liens none.schedule02 administrative agents office; certain addresses for notices company: amazon.

# notice

com, inc.410 terry avenue north seattle, wa 98109 attention: withcopy to: amazon.

# notice

com, inc.attn: 410 terry avenue north seattle, wa 98109 administrative agent: administrative agents officefor payments and loan notices:bank of america, n. a. other notices as administrative agent:bank of america, n. a. dollars:euros:bank of america, n. a. bank of america londonsterling:yen:bank of america londonbank of america, tokyoexhibitform of loan notice date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ to:bank of america, n. a.as administrative agent ladies and gentlemen: reference is made to that certain amended and restated credit agreement, dated as of april27, 2018 as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement; the terms defined therein being used herein as therein defined, among amazon.

# notice

com, inc.the company, certain subsidiaries of the company from time to time party thereto pursuant thereto together with the company, the borrowers and eachborrower, each lender from time to time party thereto, and bank of america, n. a.as administrative agent.the undersigned hereby requests select one:borrowing of loansconversion or continuation of loans ona business day.

# interest\_rate

in the amount of [$][][][]1 comprised of [base rate loans][eurocurrency rate loans].

# interest\_rate

for eurocurrency rate loans: with an interest period ofmonths.

# misc

currency of loans: borrower: [company][designated borrower].delivery of an executed counterpart ofsignature page of this notice by facsimile or other electronic imaging means e. g.pdf or tif shall be effective as delivery ofmanually executed counterpart of this notice.

# colending

[signature page follows] 1if applicable, such other currency that is approved in accordance with section05 of the credit agreement.a-1 form of loan notice [amazon.

# colending

com, inc. ][designated borrower]by:name:title:a-2 form of loan notice exhibitform of note \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ for value received, the undersigned the borrower, hereby promises to pay toor registered assigns the lender, in accordance with the provisions of the credit agreement as hereinafter defined, the principal amount of each loan from time to time made by the lender to the borrower under that certain amended and restated credit agreement, dated as of april27, 2018 as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement; the terms defined therein being used herein as therein defined, among amazon.

# notice

com, inc.certain subsidiaries of amazon.

# interest\_rate

com, inc.from time to time party thereto as designated borrowers pursuant thereto, each lender from time to time party thereto, and bank of america, n. a.as administrative agent.the borrower promises to pay interest on the unpaid principal amount of each loan from the date of such loan until such principal amount is paid in full, at such interest rates and at such times as provided in the credit agreement.all payments of principal and interest shall be made to the administrative agent for the account of the lender in the currency in which such loan was denominated and in same day funds at the administrative agents office for such currency.if any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment and before as well as after judgment computed at the per annum rate set forth in the credit agreement.this note is one of the notes referred to in the credit agreement, is enti..

# colending

[this note is also entitled to the benefits of the guaranty.

# colending

]1 the credit agreement contains provisions for the acceleration of the maturity hereof upon the occurrence and continuation of certain events on the terms and conditions specified in the credit agreement.loans made by the lender shall be evidenced by one or more loan accounts or records maintained by the lender in the ordinary course of business.the lender may also attach schedules to this note and endorse thereon the date, amount and maturity of its loans and payments with respect thereto.the borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this note.

# tax

[this note amends and restates, and is given in replacement of, and not in payment of, that certain note, dated as of [] the existing note, given by the borrower in favor of the lender and is in no way intended, and shall not be deemed or construed, to constitutenovation of the existing note.

# governing\_law

[signature page follows] 1to be included in any note executed and delivered bydesignated borrower.b-1 form of note this note shall be governed by and construed in accordance with the laws of the state of new york.

# colending

[borrower]by:name:title:b-2 form of note loans and payments with respect thereto datetype of loanmadeamount of loanmadeend of interestperiodamount ofprincipal orinterest paidthis dateoutstandingprincipalbalance thisdatenotation madebyb-3 form of note exhibit c-1 assignment and assumption this assignment and assumption this assignment and assumption is dated as of the effective date set forth below and is entered into by and between [the][each]1 assignor identified in itembelow [the][each, an] assignor and [the][each] assignee identified in itembelow [the][each, an] assignee.

# colending

[it is understood and agreed that the rights and obligations of [the assignors][the assignees] hereunder are several and not joint.

# definition

]2 capitalized terms used but not defined herein shall have the meanings given to them in the credit agreement identified below as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement, receipt ofcopy of which is hereby acknowledged by the assignee.the standard terms and conditions set forth in annexattached hereto are hereby agreed to and incorporated herein by reference and madepart of this assignment and assumption as if set forth herein in full.for an agreed consideration, [the][each] assignor hereby irrevocably sells and assigns to [the assignee][the respective assignees], and [the][each] assignee hereby irrevocably purchases and assumes from [the assignor][the respective assignors], subject to and in accordance with the standard terms and conditions and the credit agreement, as of the effective date inserted by the administrative agent as contemplated below iall of [the assignors][the respective as..

# colending

assignor[s]:[assignor [is] [is not]defaulting lender]assignee[s]:[for each assignee, indicate [affiliate][approved fund] of [identify lender]] 1for bracketed language here and elsewhere in this form relating to the assignors, if the assignment is from aa single assignor, choose the first bracketed language; or bmultiple assignors, choose the second bracketed language.follow the same approach with respect to assignees.2include bracketed language if there are either multiple assignors or multiple assignees.c-1-1 form of assignment and assumptionborrowers: amazon.

# notice

com, inc.and each designated borrower from time to time party to the credit agreementadministrative agent: bank of america, n. a.as the administrative agent under the credit agreementcredit agreement: amended and restated credit agreement, dated as of april27, 2018, among amazon.

# notice

com, inc.certain subsidiaries of amazon.

# colending

com, inc.from time to time party thereto as designated borrowers pursuant thereto, each lender from time to time party thereto, and bank of america, n. a.as administrative agentassigned interest[s]: assignor[s]3assignee[s]4aggregate amountof commitmentsfor all lenders5amount ofcommitmentassignedpercentageassigned ofcommitment6cusipnumber$\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_%$\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_%$\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_%[ trade date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_]7 effective date:20 [to be inserted by administrative agent and which shall be the effective date of recordation of transfer in the register therefor.

# colending

[signature pages follow] 3list each assignor, as appropriate.4list each assignee and, if available, its market entity identifier, as appropriate.5amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the trade date and the effective date.6set forth, to at leastdecimals, aspercentage of the commitment of all lenders thereunder.7to be completed if the assignor and the assignee intend that the minimum assignment amount is to be determined as of the trade date.c-1-2 form of assignment and assumption the terms set forth in this assignment and assumption are hereby agreed to: assignor[s]8[name of assignor]by:name:title:[name of assignor]by:name:title:assignee[s]9[name of assignee]by:name:title:[name of assignee]by:name:title:8add additional signature blocks as needed.include both fund/pension plan and manager making the trade if applicable.9add additional signature blocks as needed...

# colending

com, inc. by: name:title:]10to be added only if the consent of the administrative agent is required by the terms of the credit agreement.11to be added only if the consent of the company is required by the terms of the credit agreement.c-1-4 form of assignment and assumption annexto assignment and assumption standard terms and conditions for assignment and assumption representations and warranties.

# colending

assignor.

# representations

[the][each] assignor arepresents and warrants that iit is the legal and beneficial owner of [the][[the relevant] assigned interest, ii [the][such] assigned interest is free and clear of any lien, encumbrance or other adverse claim, iiiit has full power and authority, and has taken all action necessary, to execute and deliver this assignment and assumption and to consummate the transactions contemplated hereby and ivit is [not]defaulting lender; and bassumes no responsibility with respect to iany statements, warranties or representations made in or in connection with the credit agreement or any other loan document, iithe execution, legality, validity, enforceability, genuineness, sufficiency or value of the loan documents or any collateral thereunder, iiithe financial condition of the borrower, any of its subsidiaries or affiliates or any other person obligated in respect of any loan document or ivthe performance or observance by the borrower, any of its subsidiaries or affiliates or an..

# colending

assignee.

# colending

[the][each] assignee arepresents and warrants that iit has full power and authority, and has taken all action necessary, to execute and deliver this assignment and assumption and to consummate the transactions contemplated hereby and to becomelender under the credit agreement, iiit meets all the requirements to be an assignee under the terms of of the credit agreement subject to such consents, if any, as may be required under the terms of the credit agreement, iii from and after the effective date, it shall be bound by the provisions of the credit agreement and the other loan documents aslender thereunder and, to the extent of [the][the relevant] assigned interest, shall have the obligations oflender thereunder, ivit is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] assigned interest and either it, or the person exercising discretion in making its decision to acquire [the][such] assigned interest, is experienced in acquiring assets of s..

# notice

com, inc.the company, certain subsidiaries of the company party thereto as designated borrowers pursuant thereto, each lender from time to time party thereto, and bank of america, n. a.as administrative agent.pursuant to the provisions of section 01 of the credit agreement, the undersigned hereby certifies that ait is the sole record and beneficial owner of the loans as well as any notes evidencing such loans in respect of which it is providing this certificate, bit is notbank within the meaning of section 881c3a of the code, cit is notten percent shareholder of the company within the meaning of section 871h3b of the code and dit is notcontrolled foreign corporation related to the company as described in section 881c3c of the code.the undersigned has furnished the administrative agent and the company withcertificate of its non-u.

# definition

s.person status on irs form w-8ben or irs form w-8ben-e, as applicable.by executing this certificate, the undersigned agrees that aif the information provided on this certificate changes, the undersigned shall promptly so inform the company and the administrative agent, and bthe undersigned shall have at all times furnished the company and the administrative agent withproperly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.unless otherwise defined herein, terms defined in the credit agreement and used herein shall have the meanings given to them in the credit agreement.

# tax

[name of lender]by:name:title:date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ d-1 u. s.tax compliance certificate exhibit d-2 form of u. s.tax compliance certificate for foreign participants that are not partnerships for u. s.federal income tax purposes reference is hereby made to the amended and restated credit agreement, dated as of april27, 2018 as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement, among amazon.

# notice

com, inc.the company, certain subsidiaries of the company party thereto as designated borrowers pursuant thereto, each lender from time to time party thereto, and bank of america, n. a.as administrative agent.pursuant to the provisions of section 01 of the credit agreement, the undersigned hereby certifies that ait is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, bit is notbank within the meaning of section 881c3a of the code, cit is notten percent shareholder of the company within the meaning of section 871h3b of the code, and dit is notcontrolled foreign corporation related to the company as described in section 881c3c of the code.the undersigned has furnished its participating lender withcertificate of its non-u.

# definition

s.person status on irs form w-8ben or irs form w-8ben-e, as applicable.by executing this certificate, the undersigned agrees that aif the information provided on this certificate changes, the undersigned shall promptly so inform such lender in writing, and bthe undersigned shall have at all times furnished such lender withproperly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.unless otherwise defined herein, terms defined in the credit agreement and used herein shall have the meanings given to them in the credit agreement.

# tax

[name of participant]by:name:title:date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ d-2 u. s.tax compliance certificate exhibit d-3 form of u. s.tax compliance certificate for foreign participants that are partnerships for u. s.federal income tax purposes reference is hereby made to the amended and restated credit agreement, dated as of april27, 2018 as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement, among amazon.

# representations

com, inc.the company, certain subsidiaries of the company party thereto as designated borrowers pursuant thereto, each lender from time to time party thereto, and bank of america, n. a.as administrative agent.pursuant to the provisions of section 01 of the credit agreement, the undersigned hereby certifies that ait is the sole record owner of the participation in respect of which it is providing this certificate, bits direct or indirect partners/members are the sole beneficial owners of such participation, cwith respect such participation, neither the undersigned nor any of its direct or indirect partners/members isbank extending credit pursuant toloan agreement entered into in the ordinary course of its trade or business within the meaning of section 881c3a of the code, dnone of its direct or indirect partners/members isten percent shareholder of the company within the meaning of section 871h3b of the code and enone of its direct or indirect partners/members iscontrolled foreign c..

# tax

[name of participant]by:name:title:date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ d-3 u. s.tax compliance certificate exhibit d-4 form of u. s.tax compliance certificate for foreign lenders that are partnerships for u. s.federal income tax purposes reference is hereby made to the amended and restated credit agreement, dated as of april27, 2018 as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement, among amazon.

# notice

com, inc.the company, certain subsidiaries of the company party thereto as designated borrowers pursuant thereto, each lender from time to time party thereto, and bank of america, n. a.as administrative agent.pursuant to the provisions of section 01 of the credit agreement, the undersigned hereby certifies that ait is the sole record owner of the loans as well as any notes evidencing such loans in respect of which it is providing this certificate, bits direct or indirect partners/members are the sole beneficial owners of such loans as well as any notes evidencing such loans,with respect to the extension of credit pursuant to this credit agreement or any other loan document, neither the undersigned nor any of its direct or indirect partners/members isbank extending credit pursuant toloan agreement entered into in the ordinary course of its trade or business within the meaning of section 881c3a of the code, dnone of its direct or indirect partners/members isten percent shareholder of ..

# notice

[name of lender]by:name:title:date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ d-4 u. s.tax compliance certificate exhibit e-1 form of designated borrower request and assumption agreement date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ to: bank of america, n. a.as administrative agent ladies and gentlemen: this designated borrower request and assumption agreement is made and delivered pursuant to section 14 of that certain amended and restated credit agreement, dated as of april27, 2018 as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement, among amazon.

# colending

com, inc.the company, certain subsidiaries of the company from time to time party thereto pursuant thereto eachdesignated borrower and, together with the company, the borrowers and eachborrower, each lender from time to time party thereto, and bank of america, n. a.as administrative agent, and reference is made thereto for full particulars of the matters described therein.all capitalized terms used in this designated borrower request and assumption agreement and not otherwise defined herein shall have the meanings assigned to them in the credit agreement.each ofthe new borrower and the company hereby request that the new borrower be entitled to receive loans under the credit agreement.the new borrower understands, acknowledges and agrees that ait shall not have any right to request any loans for its account until the effective date designated by the administrative agent indesignated borrower notice delivered to the company and the lenders pursuant to section 14 of the credit agreemen..

# interest\_rate

[name of new borrower]by:name:title:amazon.

# notice

com, inc. by:name:title:e-1-2 form of designated borrower request and assumption agreement consented and agreed to: bank of america, n. a.asadministrative agentby:name:title:date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_e-1-3 form of designated borrower request and assumption agreement consented and agreed to: [name of lender], aslenderby:name:title:date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_e-1-4 form of designated borrower request and assumption agreement exhibit e-2 form of designated borrower notice date: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ to:amazon.

# notice

com, inc.as the company the lenders party to the credit agreement referred to below ladies and gentlemen: this designated borrower notice is made and delivered pursuant to section 14 of that certain amended and restated credit agreement, dated as of april27, 2018 as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the credit agreement, among amazon.

# notice

com, inc.the company, certain subsidiaries of the company from time to time party thereto pursuant thereto eachdesignated borrower and, together with the company, the borrowers and eachborrower, each lender from time to time party thereto, and bank of america, n. a.as administrative agent, and reference is made thereto for full particulars of the matters described therein.all capitalized terms used in this designated borrower notice and not otherwise defined herein shall have the meanings assigned to them in the credit agreement.the administrative agent hereby notifies company and the lenders that effective as of the date hereof shall bedesignated borrower and may receive loans for its account on the terms and conditions set forth in the credit agreement.this designated borrower notice shall constituteloan document under the credit agreement.bank of america, n. a. ,asadministrative agentby:name:title:e-2-1 form of designated borrower notice'