

Must be Received
No Later Than:
November 5, 2005

Amazon PEACS Securities Litigation
c/o The Garden City Group, Inc.
Claims Administrator
P.O. Box 9000 # 6293
Merrick, NY 11566-9000
Toll Free: 1-800-250-8571



PROOF OF CLAIM AND RELEASE

PART I: CLAIMANT IDENTIFICATION

Claim Number: _____ Control Number: _____

WRITE ANY NAME AND ADDRESS CORRECTIONS BELOW OR IF THERE IS NO PREPRINTED DATA TO THE LEFT, YOU MUST PROVIDE YOUR FULL NAME AND ADDRESS HERE:

| |
|----------------|
| Name: |
| |
| |
| |
| Address: |
| |
| |
| |
| City: |
| |
| State/Country: |
| |
| Zip Code: |
| |

IF THE ABOVE AREA IS BLANK, YOU MUST ENTER YOUR FULL NAME AND ADDRESS HERE 

Please fill in Social Security Number/
Taxpayer ID Number if box is blank:

| |
|--|
| |
|--|

| | |
|---------------------------|-------------|
| Daytime Telephone Number: | () - |
|---------------------------|-------------|

| | |
|---------------------------|-------------|
| Evening Telephone Number: | () - |
|---------------------------|-------------|

Identity of Claimant (Check one):
 Individual/Sole Proprietor Pension Plan
 Partnership Trust
 Corporation IRA
 Other _____
(specify)

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the action entitled Argent Classic Convertible Arbitrage Fund, L.P. v. Amazon.com, Inc. et al., Master File No. C-01-0640-L (the "Litigation"), you must complete and, on page 5 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Litigation.

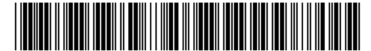
2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Litigation.

3. **YOU MUST MAIL, TO THE FOLLOWING ADDRESS, YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE SO THAT THE CLAIMS ADMINISTRATOR RECEIVES IT ON OR BEFORE NOVEMBER 5, 2005:**

Amazon PEACS Securities Litigation
c/o The Garden City Group, Inc.
Claims Administrator
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If you are NOT a Member of the Class (as defined in the Notice of Pendency and Proposed Settlement of Class Action) DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Class and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Litigation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.



II. DEFINITIONS

5. "PEACS" means the 6.875% Premium Adjustable Convertible Securities of Amazon.com due 2010.

6. "Defendants" means Amazon, Jeffrey P. Bezos, Joy Covey, Tom A. Alberg, Scott D. Cook, L. John Doerr, and Patricia Q. Stonesifer.

7. "Related Persons" means each of a Defendant's past or present directors, officers, managers, employees, partners, members, principals, agents, underwriters, insurers and co-insurers and their reinsurers, controlling shareholders, venture capital investors, attorneys, accountants or auditors, banks or investment banks, financial advisors, indenture trustees, foreign exchange representatives, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of an Individual Defendant's immediate families, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.

8. "Released Amazon Parties" means each and all of the Defendants and their Related Persons.

III. CLAIMANT IDENTIFICATION

9. If you purchased PEACS and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased PEACS and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

10. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of the PEACS which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE PEACS UPON WHICH THIS CLAIM IS BASED.**

11. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

12. Use Part II of this form entitled "Schedule of Transactions in Amazon PEACS" to supply all required details of your transaction(s) in the PEACS. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

13. On the schedules, provide all of the requested information with respect to **all** of your purchases and **all** of your sales of the PEACS which took place at any time beginning February 7, 2000 through and including October 24, 2000 (the "Class Period"), as well as all subsequent sales of PEACS that were originally purchased between February 7, 2000 and October 24, 2000, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

14. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

15. Broker confirmations or other documentation of your transactions in the PEACS should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.



PART II: SCHEDULE OF TRANSACTIONS IN AMAZON PEACS

Separately list each of your purchases or sales of Amazon PEACS below. You may denominate your PEACS transactions in either Dollars or Euros. If you choose Dollars, use the currency conversion rate prevailing at the time of the transaction. Photocopy this page if more space is needed. Be sure to include your name and Social Security number or Tax ID number on any additional sheets. The date of purchase or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

A. **PURCHASES:** Purchases of PEACS between **February 7, 2000** and **October 24, 2000**.
(Must be documented):

| Trade Date (List Chronologically) (Month/Day/Year) | Par Value of PEACS Purchased | Purchase Price Per €1,000 of Par Value (Dollars or Euros) | Total Purchase Price (excluding commissions, taxes, and fees) (Dollars or Euros) |
|--|------------------------------------|--|---|
| / / | | | |
| / / | | | |
| / / | | | |
| / / | | | |

B. **PURCHASES:** Number of PEACS purchased during the period between **October 25, 2000** through the date this form is completed:

C. **SALES:** Sales of PEACS during the period **February 7, 2000** to the date this form is completed.
(Must be documented):

| Trade Date (List Chronologically) (Month/Day/Year) | Par Value of PEACS Sold | Sale Price Per €1,000 of Par Value (Dollars or Euros) | Total Sale Price (excluding commissions, taxes, and fees) (Dollars or Euros) |
|--|-------------------------------|--|---|
| / / | | | |
| / / | | | |
| / / | | | |
| / / | | | |

D. Par Value of PEACS redeemed (if any) pursuant to Amazon's March 2005 partial redemption or any other Amazon redemption:

E. **UNSOLD HOLDINGS:** Number of PEACS still held on the date this form is completed.
(If none, write 0), (Must be documented):

IF YOU REQUIRE ADDITIONAL SPACE FOR FURTHER TRANSACTION, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. SIGN AND PRINT YOUR NAME ON EACH PAGE

YOU MUST READ THE RELEASE AND SIGN ON PAGE 5.



V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

16. I submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court for the Western District of Washington (at Seattle) with respect to my claim as a Class Member and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation. I agree to furnish additional information to the Claims Administrator to support this claim if required to do so. I have not submitted any other claim in this Litigation covering the same purchases or sales of PEACS during the Class Period (other than a claim in *In re Amazon.com, Inc. Securities Litigation*, No. C-01-0358-L) and know of no other Person having done so on my behalf.

VI. RELEASE

17. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Released Amazon Parties (as defined above).

18. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action under federal or state law, whether based upon statutory or common law, whether class or individual in nature, known or unknown, concealed or hidden, and that either were asserted or could have been asserted, by Lead Plaintiff or Class Members against the Released Amazon Parties arising from both: (a) the purchase of PEACS during the Class Period, and (b) the acts, facts, statements, or omissions that were or could have been alleged in the Litigation; provided, however, that Released Claims do not include any claims under the Securities Exchange Act of 1934 that are being separately settled and released pursuant to Stipulation of Settlement in *In re Amazon.com, Inc. Securities Litigation*, Master File No. C-01-0358-L, pending in the United States District Court for the Western District of Washington.

19. "Unknown Claims" means any Released Claims that Lead Plaintiff or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Amazon Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Amazon Parties, or might have affected his, her, or its decision(s) with respect to the settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Released Claims, but Lead Plaintiff shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and is a key element of the settlement of which these releases are a part.

20. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

21. I (We) agree to be bound by all prior court rulings in the Litigation, and agree to be bound by all actions taken by Lead Plaintiff and Lead Plaintiff's counsel, including the voluntary dismissal of any claims alleged in any of the complaints filed in the Litigation

22. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

23. I (We) hereby warrant and represent that I (we) have included information about all of my (our) PEACS transactions which occurred during the Class Period, all of my (our) subsequent sales of PEACS that I (we) purchased during the Class Period and the par value of PEACS redeemed (if any) pursuant to Amazon's February/March 2005 partial redemption of the PEACS.



SUBSTITUTE FORM W-9

PART III

Request for Taxpayer Identification Number ("TIN") and Certification

Enter TIN on appropriate line.

For individuals, this is your Social Security Number ("SSN").

For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").

For other entities, it is your EIN.

_____-_____-_____
Social Security Number or ____-____-_____
Employer Identification Number

PART IV

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line:
_____.

PART V

Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct TIN; and
2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct. Executed this _____ day of _____, in _____, _____ (Month / Year)
(City) (State / Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser,
Executor, Administrator, etc.)

**ACCURATE CLAIM PROCESSING TAKES TIME.
THANK YOU FOR YOUR PATIENCE.**

REMINDER CHECKLIST

1. Please sign the Proof of Claim and Release form.
2. If this claim is made on behalf of joint claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 30 days.
7. If you move, please send us your new address.
8. **Do not use highlighter on the Proof of Claim and Release form or supporting documentation.**

THIS PROOF OF CLAIM MUST BE RECEIVED NO LATER THAN
NOVEMBER 5, 2005 AND MUST BE MAILED TO:

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c/o The Garden City Group, Inc.
Claims Administrator
P.O. Box 9000 #6293
Merrick, NY 11566-9000