

Google Inc.  
Form S-3ASR  
April 12, 2013  
[Table of Contents](#)

As filed with the Securities and Exchange Commission on April 12, 2013

Registration No. 333-\_\_\_\_\_

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

**FORM S-3**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

**GOOGLE INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State of Incorporation)

**77-0493581**  
(I.R.S. Employer)

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Identification Number)

**1600 Amphitheatre Parkway**

**Mountain View, CA 94043**

**(650) 253-0000**

(Address, including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices)

**Larry Page**

**Chief Executive Officer**

**Google Inc.**

**1600 Amphitheatre Parkway**

**Mountain View, CA 94043**

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(Name, Address, and Telephone Number, including Area Code, of Agent for Service)

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Approximate date of commencement of proposed sale to the public: **From time to time after the effective date of this registration statement.**

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: "

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If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒ x

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ "

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ "

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒ x

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐ "

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ x Accelerated filer ☐ " Non-accelerated filer ☐ " Smaller reporting company ☐ "

### CALCULATION OF REGISTRATION FEE

| Title of Each Class of<br>Securities to be Registered (1)(2)                                                                                                                                                                                                                                                                                                                                                | Amount to be<br>Registered (3)(4) | Proposed<br>Maximum<br>Offering Price<br>Per Share | Proposed<br>Maximum<br>Aggregate<br>Offering Price | Amount of<br>Registration Fee |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------------------|----------------------------------------------------|-------------------------------|
| Class A common stock, par value \$0.001 per share, currently subject to options outstanding under the 2004 Stock Plan, including upon exercise of such options or short sales by participating financial institutions (5)                                                                                                                                                                                   | 7,561,203                         | \$408.64(6)                                        | \$ 3,089,809,993.92                                | \$ 421,450.08                 |
| Class A common stock, par value \$0.001 per share, currently subject to Google restricted stock units ( <u>GSUs</u> ) outstanding under the 2004 Stock Plan                                                                                                                                                                                                                                                 | 9,636,618                         | \$773.98(7)                                        | \$ 7,458,549,599.64                                | \$ 1,017,346.17               |
| Nonstatutory stock options with respect to Class A common stock under the 2004 Stock Plan, currently available for grant<br>Class A common stock, par value \$0.001 per share, currently available for issuance under the 2004 Stock Plan, including upon exercise or issuance of stock-based awards under the 2004 Stock Plan or short sales by participating financial institutions (5)                   | 7,447,797                         | \$773.98(7)                                        | \$ 5,764,445,922.06                                | \$ 786,270.42                 |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                | 24,645,618                        | N/A                                                | \$ 16,312,805,515.62                               | \$2,225,066.67(8)             |
| Nonstatutory stock options with respect to Class A common stock under the 2004 Stock Plan, made available in the future for grant<br>Class A common stock, par value \$0.001 per share, made available in the future for issuance under the 2004 Stock Plan, including upon exercise or issuance of stock-based awards under the 2004 Stock Plan or short sales by participating financial institutions (5) | (9)                               | (9)                                                | (9)                                                | (9)                           |

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- (1) Stock-based awards under the 2004 Stock Plan include incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and other stock-based awards to eligible members of the board of directors (the Board) of Google Inc. (Google) and employees and consultants of Google or of any parent or subsidiary of Google under the Google Inc. 2004 Stock Plan (the 2004 Stock Plan).
- (2) The numbers of shares of Class A common stock (a) currently subject to options outstanding under the 2004 Stock Plan, (b) currently subject to GSUs outstanding under the 2004 Stock Plan, and (c) currently available for issuance under the 2004 Stock Plan, are each calculated as of April 5, 2013.
- (3) Google is filing this registration statement to replace its registration statement on Form S-3 (File No. 333-166137), which is expiring pursuant to Rule 415(a)(5) under the Securities Act of 1933, as amended (the Securities Act).
- (4) Pursuant to Rule 416(a) under the Securities Act, the amount to be registered also includes an indeterminate number of additional shares of Google's Class A common stock that become issuable under the 2004 Stock Plan by reason of any stock dividend, stock split, recapitalization, or other similar transaction that increases the number of Google's outstanding shares of Class A common stock.
- (5) Includes shares of Class A common stock to be offered and sold by participating financial institutions in connection with short sales of Class A common stock incident to the Transferable Stock Option (TSO) program. Stock options that are eligible for the TSO program may either (a) be exercised by the optionee or (b) be sold under the TSO program, but not both. Accordingly, the registrant is paying one registration fee based on the total number of shares of Class A common stock available for future issuance under the 2004 Stock Plan.
- (6) Estimated in accordance with Rule 457(h) under the Securities Act, solely for the purpose of computing the amount of the registration fee based on \$408.64 per share, which represents the weighted average per share exercise price of the options outstanding under the 2004 Stock Plan, as of April 5, 2013. Pursuant to Rule 457(h)(3), no additional fee is being paid with respect to the resale of Class A common stock issuable upon exercise of stock-based awards under the 2004 Stock Plan or short sales by participating financial institutions.
- (7) Estimated in accordance with Rules 457(c) and (h) under the Securities Act, solely for the purpose of computing the amount of the registration fee based on \$773.98 per share, which represents the average of the high and low sales prices per share of Class A common stock as reported on the NASDAQ Global Select Market on April 8, 2013. Pursuant to Rule 457(h)(3), no additional fee is being paid with respect to the resale of Class A common stock issuable upon exercise of stock-based awards under the 2004 Stock Plan or short sales by participating financial institutions.
- (8) Google previously paid aggregate registration fees of \$980,460.80 relating to 24,645,618 shares of Class A common stock issuable under the 2004 Stock Plan that remain unsold as of the date of this registration statement as follows: (a) \$672,210.10 in connection with 16,645,618 shares of Class A common stock registered on Form S-3 (File No. 333-166137) filed on April 16, 2010, (b) \$215,522.79 in connection with 6,500,000 shares of Class A common stock registered on Form S-3 (File No. 333-166137) and the prospectus supplement thereto filed pursuant to Rule 424(b) under the Securities Act on July 19, 2010 and (c) \$92,727.91 in connection with 1,500,000 shares of Class A common stock registered on Form S-3 (File No. 333-166137) and the prospectus supplement thereto filed pursuant to Rule 424(b) under the Securities Act on July 12, 2011. All such shares of Class A common stock previously registered on Form S-3 (File No. 333-166137) will not be sold under that registration statement. Accordingly, pursuant to Rule 457(p) under the Securities Act, \$980,460.80, representing the previously paid registration fees relating to the 24,645,618 shares that have not been sold pursuant to the previously filed registration statement referenced above, is being offset against the \$2,225,066.67 registration fee currently due. Upon the filing of this registration statement, the 24,645,618 shares of Class A common stock that have not been sold pursuant to the previously filed registration statement referenced above are immediately deemed deregistered and such registration statement is deemed to be terminated.
- (9) An indeterminate amount of additional securities to be offered at indeterminate prices is being registered pursuant to this registration statement. The registrant is deferring payment of the registration fee pursuant to Rule 456(b) and is omitting this information in reliance on Rule 456(b) and Rule 457(r). Pursuant to Rule 457(h)(3), once a registration fee is paid for the stock-based awards, no additional fee will be paid with respect to the resale of the Class A common stock issuable upon exercise of stock-based awards under the 2004 Stock Plan or short sales by participating financial institutions.

**Table of Contents**

**EXPLANATORY NOTE**

We are filing this registration statement in order to replace our registration statement on Form S-3 (file No. 333-166137). This registration statement registers:

the offer and sale by us of shares of our Class A common stock upon exercise, other than by participating financial institutions, of options currently outstanding and previously granted, and options to be granted, to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan;

the grant by us of nonstatutory stock options to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan;

the offer and sale by us of shares of our Class A common stock in connection with the grant or exercise, other than by participating financial institutions, of incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and other stock-based awards granted to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan; and

the offer and sale by participating financial institutions in connection with (i) short sales of Class A common stock to hedge their economic risk to changes in the price of our Class A common stock issuable upon exercise of the warrants into which the options they purchase under the TSO program have been converted and (ii) sales of Class A common stock received upon exercise of the warrants into which the options they purchase under the TSO program have been converted.

This registration statement contains two forms of prospectus to be used in connection with these offers and sales. The first form of prospectus is to be used by Google in connection with the offer and sale by us of shares of our Class A common stock upon exercise, other than by participating financial institutions, of options under our 2004 Stock Plan and in connection with grants of future stock-based awards under our 2004 Stock Plan. The second form of prospectus is to be used by participating financial institutions in connection with (i) their short sales of Class A common stock to hedge their economic risk to changes in the price of our Class A common stock issuable upon exercise of the warrants into which the options they purchase under the TSO program have been converted and (ii) sales of Class A common stock received upon exercise of the warrants into which the options they purchase under the TSO program have been converted. The second form of prospectus includes separate cover pages for each financial institution currently participating in the TSO program. Separate cover pages for the second form of prospectus will be filed pursuant to Rule 424(b) under the Securities Act with respect to each additional participating financial institution that is subsequently selected to participate.

**Table of Contents**

Prospectus for Participants in the 2004 Stock Plan

April 12, 2013

**24,645,618 Shares of Class A Common Stock**

**and**

**Stock-based Awards under Google's 2004 Stock Plan**

This prospectus covers (1) the offer and sale by us of shares of our Class A common stock upon exercise, other than by participating financial institutions, of options currently outstanding and previously granted, and options to be granted, to eligible members of the board of directors (the Board) of Google Inc. (Google) and employees and consultants of Google or of any parent or subsidiary of Google under the Google Inc. 2004 Stock Plan (the 2004 Stock Plan), (2) the grant by us of nonstatutory stock options to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan, and (3) the offer and sale by us of shares of our Class A common stock in connection with the grant or exercise, other than by participating financial institutions, of incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and other stock-based awards granted to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan. See Appendix A Frequently Asked Questions about the 2004 Stock Plan. This prospectus also covers such additional stock-based awards and shares of Class A common stock that may become available from time to time under the 2004 Stock Plan. We will receive the exercise or purchase price of certain stock-based awards under the 2004 Stock Plan if and when such awards are exercised or purchased. We will not receive any proceeds if the stock-based awards are exercised on a cashless basis.

We have two classes of authorized common stock, Class A common stock and Class B common stock, and one class of authorized capital stock, Class C capital stock. The rights of the holders of Class A common stock, Class B common stock and Class C capital stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and is not convertible into shares of any other class of our capital stock. Each share of Class B common stock is entitled to 10 votes per share and is convertible at any time into one share of Class A common stock. Each share of Class C capital stock is not entitled to vote, unless otherwise required by law, and is not convertible into shares of any other class of our capital stock, except in connection with a liquidation of Google.

Our Class A common stock is listed on the NASDAQ Global Select Market under the symbol GOOG. The closing price of our Class A common stock on April 11, 2013 was \$790.39 per share.

**Investing in our Class A common stock involves risks. See Risk Factors beginning on page 2 and in the documents we incorporate by reference in this prospectus.**

The Securities and Exchange Commission and state securities regulators have not approved or disapproved of these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

**Table of Contents**

**TABLE OF CONTENTS**

|                                                                         | <b>Page</b> |
|-------------------------------------------------------------------------|-------------|
| <u>Prospectus Summary</u>                                               | 1           |
| <u>Risk Factors</u>                                                     | 2           |
| <u>Forward-Looking Statements</u>                                       | 5           |
| <u>Use of Proceeds</u>                                                  | 6           |
| <u>Plan of Distribution</u>                                             | 6           |
| <u>Description of Capital Stock</u>                                     | 6           |
| <u>Legal Matters</u>                                                    | 6           |
| <u>Experts</u>                                                          | 6           |
| <u>Information Incorporated By Reference</u>                            | 7           |
| <u>Where You Can Find More Information</u>                              | 8           |
| <u>Appendix A: Frequently Asked Questions about the 2004 Stock Plan</u> | A-i         |

## **Table of Contents**

### **PROSPECTUS SUMMARY**

#### **Google Inc.**

Google is a global technology leader focused on improving the ways people connect with information. We aspire to build products and provide services that improve the lives of billions of people globally. Our mission is to organize the world's information and make it universally accessible and useful. Our innovations in web search and advertising have made our website a top internet property and our brand one of the most recognized in the world.

Our Motorola Mobility ( Motorola ) business is comprised of two operating segments. The Mobile segment is focused on mobile wireless devices and related products and services. The Home segment is focused on technologies and devices that provide video entertainment services to consumers by enabling subscribers to access a variety of interactive digital television services. In December 2012, we entered into an agreement with Arris Group, Inc. and certain other persons providing for the disposition of our Motorola Home segment. The transaction is expected to close on or about April 17, 2013.

We generate revenue primarily by delivering relevant, cost-effective online advertising. Businesses use our AdWords program to promote their products and services with targeted advertising. In addition, the third parties that comprise the Google Network use our AdSense program to deliver relevant ads that generate revenue and enhance the user experience. We also generate revenues from Motorola by selling hardware products.

Our business is primarily focused around the following key areas: search, advertising, operating systems and platforms, enterprise and hardware products.

We were incorporated in California in September 1998 and reincorporated in Delaware in August 2003. Our headquarters are located at 1600 Amphitheatre Parkway, Mountain View, California 94043, and our telephone number is (650) 253-0000. We completed our initial public offering in August 2004 and our Class A common stock is listed on the NASDAQ Global Select Market under the symbol GOOG. We maintain a number of websites, including [www.google.com](http://www.google.com). The information on, or accessible through, our websites is not part of this prospectus.

Google® is a registered trademark in the United States and several other countries. All other trademarks, trade names and service marks appearing in this prospectus are the property of their respective holders.

#### **The Offering**

This prospectus covers (1) the offer and sale by us of shares of our Class A common stock upon exercise, other than by participating financial institutions, of options currently outstanding and previously granted, and options to be granted, to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan, (2) the grant by us of nonstatutory stock options to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan, and (3) the offer and sale by us of shares of our Class A common stock in connection with the grant or exercise, other than by participating financial institutions, of incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and other stock-based awards granted to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google under the 2004 Stock Plan. See Appendix A Frequently Asked Questions about the 2004 Stock Plan. This prospectus also covers such additional stock-based awards and shares of Class A common stock that may become available from time to time under the 2004 Stock Plan.



## **Table of Contents**

### **RISK FACTORS**

*Please carefully consider the risk factors described in our periodic reports filed with the Securities and Exchange Commission, which are incorporated by reference in this prospectus, as well as other information we include or incorporate by reference in this prospectus or include in any applicable prospectus supplement. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations.*

#### **Risks Related to the Transferable Stock Option Program**

*The price you receive for selling your option in the TSO program may not reflect the value of your option.*

If you choose to sell your option in the TSO program, there can be no assurance that the price you receive from the participating financial institution reflects the value of your option. Options have both theoretical value, or time value, and intrinsic value, which is the difference between the exercise price and current market price for the Class A common stock. The price offered by participating financial institutions in the TSO program for options is expected to be based on the exercise price of the option, the current market price of our Class A common stock, the volatility of our Class A common stock, current interest rates, the term of the option, the cost of the hedging activities by the participating financial institutions and current market conditions. Several factors affect the difference between the price you receive in the TSO program and the value of your option, including:

the automatic adjustment provisions that will become effective upon the transfer of your option into the TSO program will result in a decrease in the time value of your option;

choosing to sell your option in the TSO program as opposed to exercising and selling the underlying shares at a later date may result in a loss of intrinsic value of your option if the market price of our Class A common stock increases over time; and

due to the limited number of participating financial institutions in the TSO program, and the limitations on resale and transaction costs of the participating financial institutions, the TSO program may not be as efficient as a public market.

***You may realize less value from selling your options under the TSO program than the theoretical value, or time value, of your option.***

If an option is exercised prior to its expiration date, the option holder gives up time value inherent in an option. Prior to the commencement of the TSO program, we unilaterally amended outstanding eligible options to include certain automatic adjustment provisions that will become effective only upon transfer of the option under the TSO program; these automatic adjustment provisions also apply to eligible options granted under the 2004 Stock Plan since the commencement of the TSO program and we expect that they will apply to eligible options granted in the future under the 2004 Stock Plan. In particular, for options with a remaining term greater than two years at the time of transfer, the remaining term of the option will be automatically reduced to two years from the time of transfer. If the remaining term of the option is less than two years but more than six months at the time of transfer, the remaining term of the option will be reduced so that the option has the expiration date that is closest to the original expiration date and a remaining term which is a multiple of six months from the time of transfer. For example, an option with a 23-month term at the time of transfer will be reduced to a term of 18 months. If the remaining term of an option is less than six months, the option is not eligible to be sold in the TSO program. These automatic adjustments result in a decrease in time value, although in an amount less than would be lost if you exercise the options. The time value of an option decreases as its term decreases, and the amount a participating institution will be willing to pay under the TSO program will reflect the effect of the automatic reduction in the remaining term of the option.

## **Table of Contents**

***You may realize less value from selling your options under the TSO program than if you choose to exercise your options and sell the shares at a later date, and you may realize less value from exercising your options and immediately selling the shares than from selling your options under the TSO program.***

For any eligible option, you may choose to (i) hold the option, (ii) exercise the option (in whole or in part as it vests) and either hold or sell the stock received on exercise or (iii) sell the option (in whole or in part as it vests) to a participating financial institution through the TSO program. A participating financial institution bidding on your option may be willing to pay a premium above the intrinsic value of your option. In this case, you would realize less value from exercising your option and immediately selling the shares than you would from selling your option under the TSO program. However, if you choose to exercise your option and then sell the shares at a later date, you would benefit from any increase in the market price of our Class A common stock that occurs after the exercise date, which may be greater than the premium the financial institution is willing to pay for purchasing your option in the TSO program, but you would also be at risk of a decrease in the market price of our Class A common stock. Furthermore, if you exercise your option and you sell your shares after satisfying the one-year holding period required for long-term capital gains treatment, your tax on such additional appreciation (along with the tax you pay at exercise) may be less than the ordinary income taxation applicable to sales of options in the TSO program. Thus, in such circumstances, you may realize more value than if you had sold your option in the TSO program. The tax consequences of the TSO program, which are described below in this prospectus for U.S. taxpayers only, should be considered when making your decision to participate in the TSO program. Furthermore, if no participating financial institution is willing to pay an amount greater than the intrinsic value of an option in the TSO program (and, in the case of limit orders only, the limit price is not above the intrinsic value of that option), the option will automatically be sold in the TSO program at a price equal to its intrinsic value, and you will not have the opportunity to remove the option from the TSO program and hold or exercise the option and sell the shares at a later date.

***The difference between the market price and exercise price of your option will affect the amount the participating financial institutions are willing to pay for your option.***

As options become more in- or out-of-the-money—that is, as the market price of Google Class A common stock becomes increasingly greater than or less than the exercise price of the option—the time value of the option decreases. For in-the-money options, this means that the premium over the intrinsic value of the option that participating institutions may be willing to pay will decrease. For out-of-the-money options, this means that the amount participating financial institutions are willing to pay will decrease.

***You should not rely on the value of publicly-traded options to value your options under the TSO program.***

We caution you not to place undue reliance on the value of publicly-traded options when attempting to determine the value of your options under the TSO program. The TSO program is not expected to be as efficient as the public market because of the limited number of participating financial institutions in the TSO program, the limitations on their ability to sell warrants into which options they purchase under the TSO program have been converted and the shares they receive upon exercise of such warrants, the higher transaction costs they may incur in connection with their hedging transactions and the different terms governing the options in the TSO program as compared to publicly-traded options. In addition, the market price for options is highly volatile and may fluctuate dramatically, particularly when the option exercise price is at or near the market price for our Class A common stock. We make no representations as to what the fair value of your options under the TSO program should be.

***The current highest bid price quoted for your option may not be the actual price you receive upon sale.***

The price offered by participating financial institutions in the TSO program for options is expected to be based on the exercise price of the option, the current market price of our Class A common stock, the volatility of our Class A common stock, current interest rates, the term of the option, the cost of the hedging activities by the participating financial institutions and current market conditions. Options with the same exercise price will not necessarily receive bids for the same price on a particular trading day. In addition, a participating financial institution may place a limit on the number of options it will purchase at the price offered. If you choose to participate in the TSO program, you will use a secure internal online tool to see the current highest bid price offered by the participating financial institutions for your options and to place sell orders. However, the current highest bid price may change during the time that it takes for your sell order to be transmitted, or because the highest bid price was not available for the full size of your order.

## **Table of Contents**

### ***The TSO program may not be available when you want to sell your options.***

The TSO program is available during regular trading hours for the NASDAQ Global Select Market only when our trading window is open for such purposes. Generally, the trading window is open for approximately four to six weeks each quarter. However, on the last day of each of our trading windows, the TSO program will close one hour prior to the close of regular trading hours for the NASDAQ Global Select Market. While the TSO program is available, a participating financial institution's bids will be automatically cancelled if the TSO system detects problems with the financial institution's connectivity to the system, and all bids will be automatically cancelled if the TSO system fails for any reason. We may also suspend the TSO program from time to time for a variety of reasons, including for maintenance and other reasons, including at times when we may be in possession of material, non-public information about Google until the information is no longer material or until the second business day after the information has been made public. You will likely not be given advance notice of any suspension of the TSO program, and you will be unable to sell options under the TSO program, even under a Rule 10b5-1 trading plan, when the TSO program has been suspended or is not otherwise available.

### ***The TSO program should not be affected by Section 409A of the Internal Revenue Code and the resulting additional taxes under Section 409A.***

Section 409A of the Internal Revenue Code of 1986, as amended, generally subjects certain options to early income tax recognition (at the time of vesting) and the imposition of additional taxes and interest penalties, regardless of whether the option has been exercised or sold. Normal federal and state income taxes, an additional 20% federal penalty tax and additional state penalty tax (currently an additional 20% California tax would apply to California residents) and other interest penalties can apply. Section 409A generally applies to discounted options (those issued with an exercise price below that equal to the fair market value of the underlying shares on the date of grant) or any non-discounted stock option that is modified in a manner deemed impermissible pursuant to Section 409A. We do not believe that the options in the TSO program will be subject to additional or accelerated taxes pursuant to Section 409A. With respect to options that we grant after the commencement of the TSO program, there will be no Section 409A tax so long as the options are granted at fair market value (which is our current practice and is required under the 2004 Stock Plan) and such options are not modified in a manner deemed impermissible under Section 409A. The same requirements exist with respect to options that were outstanding at the time the TSO program began. Specifically, in order for outstanding options not to violate Section 409A, the addition to the outstanding options of the transferability feature required for the TSO program must not be an impermissible modification under Section 409A. The final regulations under Section 409A specifically permit certain changes to be made to options without the options being deemed re-grants for federal income tax purposes. More specifically, the final regulations permit the addition of a transferability feature under certain circumstances where the discretion to add such transferability feature had been reserved, which we believe to be the case with respect to options that were outstanding at the commencement of the TSO program because the terms of the 2004 Stock Plan specifically reserve such discretion. As a result, we believe that the options that were outstanding at the commencement of the TSO program should not be deemed to have been impermissibly modified pursuant to Section 409A when the transferability feature was added for the TSO program.

### ***The market activities of participating financial institutions with respect to our Class A common stock may affect the market price and volatility of our Class A common stock and the price you receive for options sold in the TSO program.***

The financial institutions participating in the TSO program may enter into transactions to hedge their economic risk to changes in the price of our Class A common stock issuable upon exercise of the warrants into which the options they purchased from Google employees in connection with the TSO program have been converted. These market transactions may include initial short sales of a number of our Class A common shares no greater than the aggregate number of shares underlying options purchased by a participating financial institution in the TSO program on a particular day. These market transactions may also include subsequent sales and purchases of our Class A common stock after the establishment of the initial hedge position by a participating financial institution in amounts deemed by such participating financial institution to appropriately hedge its portfolio of options purchased under the TSO program and that vary depending upon, among other things, the prevailing price of our Class A common stock. These initial short sales and subsequent sales could have the effect of decreasing the market price of our Class A common stock and the value of options purchased in the TSO program. Purchases to cover a short position may have the effect of preventing or slowing a decline in the market price of the Class A common stock, and may stabilize, maintain or otherwise affect the market price of the Class A common stock. These covering purchases could have the effect of increasing the market price of our Class A common stock above the price that otherwise might exist. Such subsequent sales and purchases, if commenced, could be discontinued at any time. Both sales and purchases by participating financial institutions may affect the volatility of our Class A common stock.

**Table of Contents**

**FORWARD-LOOKING STATEMENTS**

This prospectus, including the documents incorporated by reference into this prospectus, includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements include all statements other than statements of historical facts contained or incorporated by reference in this prospectus, including statements regarding our future financial position, business strategy and the plans and objectives of management for future operations. The words believe, may, will, estimate, continue, anticipate, intend, expect and similar expressions are intended to identify forward-looking statements.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements involve risks, uncertainties and assumptions related to: the intense competition we face; failure to innovate and provide products and services that are useful to users; our ongoing investment in new business strategies and new products, services and technologies, including through acquisitions; our dependence on advertising revenues; the potential for declines in our revenue growth rate and downward pressure on our operating margin in the future; increased regulatory scrutiny that may negatively impact our business; legal proceedings that may result in adverse outcomes; failure to maintain and enhance our brand; and other risks, uncertainties and assumptions included in our periodic reports and in other documents that we file with the Securities and Exchange Commission ("SEC").

In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. These statements are based on information available to us on the date hereof, and we assume no obligation to update any such forward-looking statements.

Although we undertake no obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law, you are advised to consult any additional disclosures we make in our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC. See "Where You Can Find More Information."

**Table of Contents**

**USE OF PROCEEDS**

We will receive the exercise or purchase price of certain stock-based awards under the 2004 Stock Plan if and when such awards are exercised or purchased. We will not receive any proceeds if the stock-based awards are exercised on a cashless basis. We currently have no specific plans for the use of the net proceeds received upon exercise or purchase of such awards. We anticipate that we will use the net proceeds received by us for general corporate purposes, including working capital.

**PLAN OF DISTRIBUTION**

The 2004 Stock Plan permits us to issue shares of our Class A common stock, or the cash equivalent thereof in the case of performance units and certain other stock-based awards, to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google. Shares are issuable by means of incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and other stock-based awards. See Appendix A Frequently Asked Questions about the 2004 Stock Plan.

**DESCRIPTION OF CAPITAL STOCK**

For a description of our Class A common stock, see the description contained in our Registration Statement on Form 10, as amended, which is incorporated herein by reference. For a description of the stock-based awards that may be issued pursuant to our 2004 Stock Plan, see Appendix A Frequently Asked Questions about the 2004 Stock Plan.

**LEGAL MATTERS**

The validity of the warrants resulting from the transfer of nonstatutory stock options pursuant to the TSO program and the shares of Class A common stock issuable upon exercise of stock options or issuable pursuant to other stock-based awards granted under the 2004 Stock Plan will be passed upon for us by Cleary Gottlieb Steen & Hamilton LLP, our New York counsel.

**EXPERTS**

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements and schedule included in our Annual Report on Form 10-K for the year ended December 31, 2012, and the effectiveness of our internal control over financial reporting as of December 31, 2012, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. Our consolidated financial statements and schedule and our management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2012 are incorporated by reference in reliance on Ernst & Young LLP's reports, given on their authority as experts in accounting and auditing.

**Table of Contents**

**INFORMATION INCORPORATED BY REFERENCE**

The rules of the SEC allow us to incorporate by reference information into this prospectus. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. This prospectus incorporates by reference the documents listed below (other than portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under applicable SEC rules rather than filed and exhibits furnished in connection with such items):

Our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, filed with the SEC on January 29, 2013;

Our Current Reports on Form 8-K filed with the SEC on January 3, 2013, January 22, 2013, February 8, 2013, and March 12, 2013;

The description of options to purchase our Class A common stock contained in our Registration Statement on Form 8-A filed with the SEC on February 5, 2008; and

The description of our Class A common stock contained in our Registration Statement on Form 10 as filed with the SEC on July 7, 2004 pursuant to Section 12(g) of the Exchange Act and effective as of June 28, 2004.

All reports and other documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference in this prospectus and to be part hereof from the date of filing of such reports and other documents. However, we are not incorporating by reference any information provided in these documents that is described in paragraph (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or furnished under applicable SEC rules rather than filed and exhibits furnished in connection with such items.

Google undertakes to provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of any such person, a copy of any or all of the information that has been or may be incorporated by reference into this prospectus, excluding all exhibits unless an exhibit has been specifically incorporated by reference into this prospectus. Written or oral requests for such copies should be directed to our Investor Relations department, at the following address or phone number:

Google Inc.

1600 Amphitheatre Parkway

Mountain View, CA 94043

(650) 253-0000

Email: [irgoog@google.com](mailto:irgoog@google.com)

2004 Stock Plan Prospectus 7

**Table of Contents**

**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports and other information with the SEC. You may read and copy any materials we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about the Public Reference Room. The SEC also maintains an internet website at [www.sec.gov](http://www.sec.gov) that contains periodic and current reports, proxy and information statements and other information regarding registrants that file electronically with the SEC.

You should rely only on the information contained or incorporated by reference in this prospectus, in any accompanying prospectus supplement, and in any related free writing prospectus we prepare or authorize. We have not authorized anyone to provide you with information different from that contained in this prospectus. The shares of Class A common stock offered under this prospectus are offered only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of the Class A common stock offered hereby.

This prospectus is part of a registration statement we filed with the SEC, using a "shelf" registration process under the Securities Act relating to the Class A common stock to be offered. This prospectus does not contain all of the information set forth in the registration statement, certain parts of which are omitted in accordance with the rules and regulations of the SEC. The registration statement, including the exhibits thereto, may be inspected at the Public Reference Room maintained by the SEC at the address set forth above. Statements contained herein concerning any document filed as an exhibit are not necessarily complete, and, in each instance, reference is made to the copy of such document filed as an exhibit to the registration statement. Each such statement is qualified in its entirety by such reference.

\* \* \* \* \*

2004 Stock Plan Prospectus 8

**Table of Contents**

**APPENDIX A**

**Google Inc.**

**Frequently Asked Questions about the 2004 Stock Plan**

April 12, 2013

2004 Stock Plan Prospectus Appendix A i



**Table of Contents**

**TABLE OF CONTENTS**

|                                                                                                                                               | <b>Page</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| INTRODUCTION                                                                                                                                  | 1           |
| 1. What is the Plan?                                                                                                                          | 1           |
| 2. What is the purpose of the Plan?                                                                                                           | 1           |
| 3. How many Shares are available under the Plan?                                                                                              | 1           |
| 4. What should I know about this prospectus?                                                                                                  | 1           |
| 5. When will the Plan terminate?                                                                                                              | 1           |
| ADMINISTRATION AND ELIGIBILITY                                                                                                                | 2           |
| 1. Who administers the Plan?                                                                                                                  | 2           |
| 2. Can the Plan be amended?                                                                                                                   | 2           |
| 3. Who is eligible to participate in the Plan?                                                                                                | 2           |
| 4. Does participation in the Plan affect my service with Google or with any parent or subsidiary of Google?                                   | 2           |
| STOCK OPTIONS GENERAL                                                                                                                         | 2           |
| 1. What is an option and how do I benefit from it?                                                                                            | 2           |
| 2. Are there different types of options?                                                                                                      | 2           |
| 3. What special rules apply to incentive stock options?                                                                                       | 3           |
| 4. What is the exercise price of my option?                                                                                                   | 3           |
| STOCK OPTIONS TRADITIONAL EXERCISE METHODS                                                                                                    | 3           |
| 1. When can I exercise my option?                                                                                                             | 3           |
| 2. How can I exercise my option?                                                                                                              | 3           |
| 3. How do I pay the exercise price?                                                                                                           | 3           |
| 4. Will I have rights as a stockholder?                                                                                                       | 3           |
| 5. When does my option expire?                                                                                                                | 4           |
| 6. Is there a limit on how many Shares I can purchase through an option?                                                                      | 4           |
| 7. What happens if I am terminated?                                                                                                           | 4           |
| STOCK OPTIONS THE TSO PROGRAM                                                                                                                 | 4           |
| 1. What are TSOs?                                                                                                                             | 4           |
| 2. How do TSOs compare to traditional stock options?                                                                                          | 4           |
| 3. Which options are eligible?                                                                                                                | 4           |
| 4. Who can participate in the TSO program?                                                                                                    | 4           |
| 5. Can I sell some options and exercise others?                                                                                               | 4           |
| 6. Are there periods when I cannot sell options in the TSO program?                                                                           | 5           |
| 7. Does the TSO program affect my ability to exercise options and sell Shares in the traditional way?                                         | 5           |
| 8. What happens if I am terminated?                                                                                                           | 5           |
| 9. How does the TSO program work?                                                                                                             | 5           |
| 10. How can I cancel an order?                                                                                                                | 5           |
| 11. Do I have to open an additional brokerage account to participate in the TSO program?                                                      | 6           |
| 12. What is the role of the auction manager?                                                                                                  | 6           |
| 13. Can I specify in advance the price at which I want to sell my options?                                                                    | 6           |
| 14. How are bid prices for options determined?                                                                                                | 6           |
| 15. Can I sell vested underwater stock options in the TSO program?                                                                            | 6           |
| 16. What happens if the highest bid for an option is not above the intrinsic value of that option?                                            | 6           |
| 17. Do the TSOs have any changes in their terms?                                                                                              | 7           |
| 18. What happens if I try to sell my option through the TSO program and separately try to exercise the option and sell the underlying Shares? | 7           |
| 19. How will Google account for options in the TSO program?                                                                                   | 7           |
| RESTRICTED STOCK                                                                                                                              | 7           |

## Edgar Filing: Google Inc. - Form S-3ASR

|    |                                                                        |   |
|----|------------------------------------------------------------------------|---|
| 1. | What is restricted stock?                                              | 7 |
| 2. | How does restricted stock work?                                        | 8 |
| 3. | Is there a limit on how many Shares of restricted stock I may receive? | 8 |
| 4. | Can I transfer or sell my restricted stock?                            | 8 |
| 5. | Do I have rights as a stockholder with respect to my restricted stock? | 8 |

2004 Stock Plan Prospectus Appendix A ii

**Table of Contents**

|                                                                                                | <b>Page</b> |
|------------------------------------------------------------------------------------------------|-------------|
| <b>STOCK APPRECIATION RIGHTS</b>                                                               | <b>8</b>    |
| 1. What is a stock appreciation right and how do I benefit from it?                            | 8           |
| 2. What are the terms of each stock appreciation right?                                        | 8           |
| 3. Is there a limit on how many stock appreciation rights I may receive?                       | 8           |
| 4. When do my stock appreciation rights expire?                                                | 8           |
| <b>PERFORMANCE UNITS AND PERFORMANCE SHARES</b>                                                | <b>9</b>    |
| 1. What are performance units and performance shares and how do I benefit from them?           | 9           |
| 2. How do performance units and performance shares work?                                       | 9           |
| 3. How are my earnings under a performance unit or performance share determined?               | 9           |
| 4. How will I receive my earnings under a performance unit or performance share?               | 9           |
| 5. Is there a limit on how many performance units or performance shares I may receive?         | 9           |
| <b>RESTRICTED STOCK UNITS</b>                                                                  | <b>9</b>    |
| 1. What are restricted stock units?                                                            | 9           |
| 2. Is there a limit on how many restricted stock units I may receive?                          | 9           |
| <b>OTHER STOCK AWARDS</b>                                                                      | <b>9</b>    |
| 1. What are other stock-based awards?                                                          | 9           |
| <b>PROVISIONS APPLYING TO AWARDS</b>                                                           | <b>10</b>   |
| 1. How do I satisfy any tax withholding that may apply to my Award?                            | 10          |
| 2. What happens to my Award if I go on a leave of absence?                                     | 10          |
| 3. Can I transfer my Award?                                                                    | 10          |
| 4. What happens if Google is acquired?                                                         | 10          |
| 5. What happens if Google is dissolved or liquidated?                                          | 10          |
| <b>TAX AND ERISA INFORMATION</b>                                                               | <b>11</b>   |
| 1. What are the tax effects of nonstatutory stock options and stock appreciation rights?       | 11          |
| 2. What are the tax effects of incentive stock options?                                        | 11          |
| 3. What about incentive stock options and the alternative minimum tax?                         | 11          |
| 4. What if I sell my options under the TSO program?                                            | 11          |
| 5. What are the tax effects of restricted stock?                                               | 12          |
| 6. What are the tax effects of a performance share or performance unit?                        | 12          |
| 7. What are the tax effects of restricted stock units?                                         | 12          |
| 8. What are the tax effects for Google?                                                        | 12          |
| 9. Is the Plan subject to ERISA or qualified under the Code?                                   | 12          |
| <b>ADDITIONAL INFORMATION ABOUT THE PLAN AND PROSPECTUS</b>                                    | <b>12</b>   |
| 1. Does the Plan limit a participant's ability to resell Shares acquired under the Plan?       | 12          |
| 2. What other conditions are associated with the exercise, issuance and delivery of my Shares? | 13          |
| 3. What if I need more information?                                                            | 13          |
| 4. What else should I know about this prospectus?                                              | 13          |

## **Table of Contents**

### **INTRODUCTION**

The following questions and answers give a summary of the main features of the Google Inc. 2004 Stock Plan, referred to as the Plan. Please read this prospectus carefully. Google Inc. is referred to in this prospectus as Google, we, us and our.

#### **1. *What is the Plan?***

The Plan was originally adopted by our board of directors (the Board) on April 26, 2004, and approved by our stockholders on June 21, 2004. The Plan became effective on August 17, 2004. Since the Plan was adopted, we have increased the number of shares of Class A common stock (Shares) authorized under the Plan a number of times. Most recently, in March 2011, the Board authorized an amendment to the Plan to increase the number of Shares by 1,500,000 Shares, and, in June 2011, our stockholders adopted this amendment. The Plan permits us to issue Shares (or the cash equivalent thereof in the case of performance units and certain other stock-based awards) to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google. Shares are issuable by means of incentive stock options, nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and other stock-based awards (collectively, Awards). The Plan is administered by the Administrator, as described below under the heading Administration and Eligibility.

An individual who has received an Award under the Plan is referred to in this prospectus as a participant.

#### **2. *What is the purpose of the Plan?***

The Plan is intended to attract and retain the best available personnel for positions of substantial responsibility, provide additional incentive to eligible members of the Board and employees and consultants of Google or of any parent or subsidiary of Google, and to promote the success of Google.

#### **3. *How many Shares are available under the Plan?***

As of April 5, 2013, a total of 45,431,660 Shares are reserved for issuance pursuant to the Plan, of which 7,447,797 Shares are available for issuance pursuant to Awards to be granted in the future.

The Shares may be authorized, but unissued, or reacquired Shares. If an Award expires or is terminated or canceled without having been exercised or settled in full, the terminated portion of such Award will again become available for future grant or sale under the Plan. Similarly, if an Award subject to forfeiture or repurchase is forfeited back to or repurchased by Google, the forfeited or repurchased Shares subject to the Award also become available for future grant or sale under the Plan. Shares are not deemed to be issued under the Plan with respect to any portion of an Award that is settled in cash. Upon payment in Shares pursuant to the exercise or purchase of an Award, the number of Shares available for issuance under the Plan is reduced only by the number of Shares actually issued in payment. If the exercise or purchase price of an Award is paid for through the tender of Shares, or withholding obligations are met through the tender or withholding of Shares, those Shares tendered or withheld will again be available for issuance under the Plan. However, Shares underlying options that have actually been transferred to a participating financial institution in connection with the Transferable Stock Option (TSO) program will not be returned to the Plan and will not be available for future distribution under the Plan. See below under the heading Stock Options The TSO Program.

If Google experiences a dividend (excluding an ordinary dividend) or other distribution, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, or other similar change in its capital structure, such that the Administrator determines that an adjustment is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits to be made available under the Plan, then the Administrator shall make the following adjustments as it may deem equitable:

adjustments to the number, class and price of Shares subject to outstanding Awards;

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adjustments to the number and class of Shares available for grant under the Plan; and

adjustments to the annual per-participant Share issuance limits that the Plan is subject to in order to comply with Section 162(m) of the Internal Revenue Code, as amended (the "Code").

Options that have been transferred to participating financial institutions in connection with the TSO program will contain antidilution provisions that become effective upon transfer.

#### **4. *What should I know about this prospectus?***

This prospectus describes the main features of the Plan as of April 12, 2013. However, this prospectus does not contain all of the terms and conditions of the official Plan document. Accordingly, if there is any difference between the terms and conditions of the Plan as described in this prospectus and the provisions of the Plan document, the Plan document will govern.

#### **5. *When will the Plan terminate?***

The Plan will terminate in April 2014, unless our Board terminates the Plan sooner.

2004 Stock Plan Prospectus Appendix A 1

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**Table of Contents**

**ADMINISTRATION AND ELIGIBILITY**

**1. *Who administers the Plan?***

Our Board, or one or more committees appointed by the Board, administers the Plan and controls its operation. The Plan may be administered by different committees with respect to different groups of participants. In each case, the Board or the committee administering the Plan is referred to as the Administrator (*which is not the same as our Stock Administration Department*). The Administrator has the authority to delegate to one or more individuals the day-to-day administration of the Plan and any of the functions assigned to it in this Plan. This delegation is subject to applicable laws and can be revoked at any time.

To the extent Awards are intended to qualify as performance-based compensation under Section 162(m) of the Code, the Plan will be administered by a committee of two or more outside directors within the meaning of Section 162(m), and to the extent transactions under the Plan are intended to qualify as exempt under Rule 16b-3 of the Securities Exchange Act of 1934, as amended (the Exchange Act), the transactions will be structured to satisfy the requirements of exemption under Rule 16b-3.

The Administrator has the power to determine the terms, conditions and restrictions, not inconsistent with the terms of the Plan, applicable to each Award. The Administrator may make whatever rules it considers appropriate for the administration and interpretation of the Plan. Among its powers, the Administrator may create other stock-based awards that are valued in whole or in part by reference to (or are otherwise based on) Shares or the cash equivalent thereof. In addition, the Administrator, in its discretion, may set restrictions based on the achievement of performance goals set on or before the latest date permissible to enable the restricted stock, restricted stock units, performance shares or performance units to qualify as performance-based compensation under Section 162(m) of the Code. One or more of the following performance goals may apply: annual revenue, cash position, controllable profits, customer satisfaction, management by objectives, earnings per share, individual objectives, net income, new orders, operating cash flow, operating income, return on assets, return on equity, return on sales, and total shareholder return. The Administrator's decisions are final and binding on all participants.

**2. *Can the Plan be amended?***

Our Board may at any time amend, alter, suspend, or terminate the Plan, except that certain amendments may require stockholder approval or the consent of participants.

**3. *Who is eligible to participate in the Plan?***

Employees and consultants of Google or of any parent or subsidiary of Google are eligible to participate in the Plan. Members of the Board are also eligible to participate in the Plan.

**4. *Does participation in the Plan affect my service with Google or with any parent or subsidiary of Google?***

No, the grant of an Award under the Plan does not affect the terms and conditions of your service. Google, and any parent or subsidiary of Google, reserves the right to terminate your service at any time, with or without cause, subject to the provisions of local law. The grant of an Award under the Plan does not entitle you to any future award, compensation or severance pay.

**STOCK OPTIONS GENERAL**

**1. *What is an option and how do I benefit from it?***

An option gives you the right to purchase a specified number of Shares for a fixed price per Share, commonly referred to as the exercise price, during a prescribed period of time. If the value of the Shares increases above your exercise price during its term, you will be able to buy the Shares at a discount. If the value of the Shares does not increase above your exercise price, you may not recognize a benefit from the exercise of your option. However, you may be able to recognize a benefit from the sale of such option through the TSO program, which is described below

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under the heading **Stock Options** **The TSO Program**.

The principal benefit of your option is the potential to profit from any increase in the value of the Shares during the period in which the option is exercisable, without risking any of your money until you exercise your option. Even if the value of the Shares decreases during the period in which the option is exercisable, the option may have value if sold under the TSO program.

### **2. *Are there different types of options?***

The Plan provides for the grant of (1) incentive stock options, which are entitled to favorable United States federal tax treatment (see Question 2 under the heading **Tax and ERISA Information** ), or (2) nonstatutory stock options, that is, options that are not incentive stock options.

Outside of the United States, options may qualify for special tax treatment depending upon the tax laws of the particular jurisdiction in which you reside. In some jurisdictions, we may have implemented a sub-plan or adopted special rules so that options may qualify for special treatment in the particular jurisdiction. Therefore, it is important to review the particular provisions of the Plan, and if applicable, the sub-plan or rules that apply to your option. Please consult with your tax, legal and/or financial advisor with respect to your option.

2004 Stock Plan Prospectus Appendix A 2

## **Table of Contents**

### **3. *What special rules apply to incentive stock options?***

Incentive stock options are only granted to our employees or the employees of our affiliates. The exercise price must be at least 100% of the fair market value of a Share on the date of grant, and the term of any incentive stock option cannot exceed 10 years. In addition, any employee who is a 10% stockholder cannot receive an incentive stock option with an exercise price less than 110% of the fair market value of a Share on the date of grant, and the term of such an option cannot exceed five years.

In addition, the total fair market value of the Shares (as of the time of grant) with respect to which incentive stock options are exercisable for the first time by any participant during any calendar year (under all plans of Google and any of our parent or subsidiary companies) may not exceed \$100,000. Any Shares in excess of this limit will be treated as a nonstatutory option. If the employee holds more than one incentive stock option, the incentive stock options are considered in the order in which they were granted.

For purposes of the Plan, fair market value of the Shares generally means the closing sales price for Shares on the relevant date, or if there were no sales reported on such date, the closing bid on the relevant date, as quoted on the NASDAQ Global Select Market, and as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable.

### **4. *What is the exercise price of my option?***

The exercise price is the price at which you may purchase a Share by exercising an option. Subject to the limitations for incentive stock options (described in Question 3 of this section), the Administrator has discretion to determine the per Share exercise price of an option. The per Share exercise price for nonstatutory stock options intended to qualify as performance-based compensation within the meaning of Section 162(m) of the Code will be no less than 100% of the fair market value per Share on the date of such option grant. Our current practice is to grant all options with a per Share exercise price no less than 100% of the fair market value per Share on the date of grant.

## **STOCK OPTIONS   TRADITIONAL EXERCISE METHODS**

### **1. *When can I exercise my option?***

An option will become exercisable (that is, it will vest) at the time or times shown in your option agreement, assuming that you have satisfied any conditions to vesting (for example, continued employment or service with us).

### **2. *How can I exercise my option?***

To exercise an option, we must receive your electronic (or written in certain countries) notice of exercise in accordance with your option agreement, or you must follow the procedures that we may establish from time to time. With the exercise notice you also must send full payment of the exercise price and any applicable withholding taxes. Your ability to purchase Shares through the exercise of an option is conditioned upon compliance with any laws and Google policies that may apply to you. An option may not be exercised for a fraction of a Share.

### **3. *How do I pay the exercise price?***

The Administrator determines how you may pay the exercise price of your option, and such determination is generally set forth in your option agreement.

The Plan provides that the method for paying the exercise price applicable to your option may, in the discretion of the Administrator, consist entirely of:

cash,



check,

promissory note,

certain other Shares,

consideration received by Google under a cashless exercise program implemented by Google in connection with the Plan,

a reduction in the amount of any liability Google may owe to you,

any combination of the foregoing methods of payment, or

such other consideration and methods of payment to the extent permitted by applicable laws.

**4. Will I have rights as a stockholder?**

Upon the exercise of your option, we will issue the underlying Shares (or cause the underlying Shares to be issued) to you in your name (or if requested by you, in the name of you and your spouse). Until such Shares are issued (as evidenced by the appropriate entry on the books of Google or its duly authorized transfer agent), you will have no rights as a stockholder with respect to the underlying Shares, notwithstanding the exercise of your option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the underlying Shares are issued, unless otherwise provided for in the Plan (see Question 3 under the heading Introduction ).

## **Table of Contents**

### **5. *When does my option expire?***

The expiration date is the date on which your option expires and after which you no longer may exercise the option. The expiration dates for any particular option will be shown in your option agreement. The term of an incentive stock option will be subject to the limitations set out in Question 3 under the heading **Stock Options – General**. The options contain provisions that become effective upon transfer of the options to a participating financial institution under the TSO program that adjust the time period during which the options may be exercised.

### **6. *Is there a limit on how many Shares I can purchase through an option?***

No employee, consultant or member of the Board may receive an option to purchase more than 1,000,000 Shares in any fiscal year.

### **7. *What happens if I am terminated?***

If your service is terminated, you may exercise the vested portion of your option for the period of time stated in your option agreement. In the absence of any post-termination exercise periods specified in your option agreement, your vested options will remain exercisable for three months following your termination (or 12 months, in the case of your death or disability). The Administrator has the discretion to grant longer or shorter post-termination exercisability periods for your option as it deems appropriate. Therefore, it is important for you to read and understand your individual option agreement. If you do not exercise your option within the time specified in the option agreement, the option will terminate. In no event will your option remain exercisable beyond its original term. The options contain provisions that become effective upon transfer of the options to a participating financial institution under the TSO program that adjust the time period during which the options may be exercised. You may not, however, participate in the TSO program once your employment is terminated, even if you may still exercise your option in a traditional manner.

## **STOCK OPTIONS – THE TSO PROGRAM**

### **1. *What are TSOs?***

TSOs are employee nonstatutory stock options that, to the extent vested, may be transferred (sold) to participating financial institutions in an online auction as an alternative to exercising options in the traditional method and selling the underlying Shares.

### **2. *How do TSOs compare to traditional stock options?***

Traditional stock options are not transferable (except in limited circumstances). In order to recognize value from traditional stock options, the option must be exercised and the underlying Shares sold. TSOs can either be exercised like traditional options, or they can be sold under the TSO program. Eligible options are not transferable other than in connection with the TSO program, except to a limited extent upon the participant's death.

### **3. *Which options are eligible?***

Only nonstatutory stock options granted since our initial public offering in August 2004 are eligible for the TSO program. No other types of Awards under the Plan are eligible for sale under the TSO program. Options must be vested and exercisable in order to be sold in the TSO program. Options assumed in connection with acquisitions are not eligible to be sold in the TSO program. In addition, if the remaining term of your option is less than six months, the option is not eligible to be sold in the TSO program.

### **4. *Who can participate in the TSO program?***

Participation in the TSO program is voluntary. All Google employees (other than Larry Page, Sergey Brin, and Eric E. Schmidt) who otherwise hold an eligible option may participate in the TSO program. Employees may decide to participate or not participate at any time. Members of our Board and consultants may not participate in the TSO program.

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The TSO program is available in all countries where we grant options except in countries where, due to local legal or tax implications, the TSO program would not benefit employees or would otherwise be impracticable.

### **5. *Can I sell some options and exercise others?***

Employees may exercise or sell options in any mix that they choose. For any eligible option, an employee may choose to hold the option, exercise the option and either hold or sell the underlying Shares in a traditional manner, or sell the option to a participating financial institution through the TSO program.

2004 Stock Plan Prospectus Appendix A 4

## **Table of Contents**

### **6. *Are there periods when I cannot sell options in the TSO program?***

The TSO program is available during regular trading hours for the NASDAQ Global Select Market only when our trading window is open. However, on the last day of each of our trading windows, the TSO program will close one hour prior to the close of regular trading hours for the NASDAQ Global Select Market. In addition, we have the right to suspend the TSO program from time to time for any reason, including for maintenance and other reasons, including at times when we may be in possession of material, non-public information about Google until the information is no longer material or the second business day after the information has been made public. See our insider trading policy for a description of our trading windows and for more information on what constitutes material, non-public information. You will likely not be given advance notice of any suspension of the TSO program. You will be unable to sell options under the TSO program, even under a Rule 10b5-1 trading plan, when the TSO program is suspended or otherwise not available. Because Google may suspend the TSO program for any reason, you should not infer anything about Google in the event we suspend the TSO program.

### **7. *Does the TSO program affect my ability to exercise options and sell Shares in the traditional way?***

Not generally. However, consistent with our insider trading policy, we may from time to time prohibit Google employees from trading in Google securities if we determine that these individuals are in possession of material, non-public information about Google. Although there is no policy that all Google employees will be prohibited from trading Google securities when the TSO program has been suspended, Google may impose blackouts on some or all Google employees during these suspension periods. This restriction does not apply to sales of Shares under a Rule 10b5-1 trading plan (but it does apply to sales of TSOs under a Rule 10b5-1 trading plan).

### **8. *What happens if I am terminated?***

You may not participate in the TSO program once your employment is terminated, even if your option is still exercisable. Former employees may only exercise options in the traditional manner, to the extent their options remain exercisable after the termination of their employment.

### **9. *How does the TSO program work?***

Options will be sold under the TSO program through an auction process in which a designated broker dealer will serve as auction manager. Currently, we have selected Morgan Stanley & Co. LLC to act as the auction manager. The auction will be operated through a secure internal online tool (the TSO system), which is accessible by participating employees. All participating financial institutions must be able to provide automated bids for all options in the TSO program on a continuous basis, updated at least once per second while the TSO market is open.

Employees will use the TSO system to see the current highest bid price offered by the participating financial institutions for their vested options. During regular TSO market hours, the TSO system will continuously update to display the highest current bid price for each eligible option. All participating financial institutions are required to bid on all of the options eligible for sale as a condition of participation in the TSO program, although the participating financial institutions may place zero dollar bids. In order to be valid at the time submitted by the participating financial institution, a bid must be for a minimum of 1,000 options with a given exercise price and term. A bid will remain in force until the total available size of the bid is purchased at the bid price, a revised bid is submitted by a participating financial institution or if, as a result of an employee order, there are fewer than 1,000 options available with the exercise price and term specified by the existing bid. A participating financial institution's bids will be automatically cancelled if the TSO system detects problems with the financial institution's connectivity to the system, and all bids will be automatically cancelled at the close of the TSO market for the day, if the TSO system fails for any reason or if Google instructs participating financial institutions that the TSO program has been suspended. Employees may place market orders or limit orders when selling their options. A market order is an order to sell automatically at whatever price is determined by the auction at the time the order is received. A limit order is an order to sell only at or above a minimum price specified in advance by the employee. See Question 13 of this section. If the employee places a market order, the employee will receive the highest bid price at the time the order is received, unless that bid price is not above the option's intrinsic value, in which case the employee will receive the option's intrinsic value. If the employee places a limit order, the employee will receive the highest bid price at the time the order is received, so long as that bid price equals or exceeds the limit price, unless both that bid price and the limit price are not above the option's intrinsic value, in which case the employee will receive the option's intrinsic value. See Question 16 of this section. In either case, the price the employee receives may not be the same as the latest quote provided through the TSO system. No single employee order may exceed 1,000 options.

Appropriate withholding taxes will be deducted from each sale and the sale price, net of any withholding, will be transferred to the employee's brokerage account.

**10.     *How can I cancel an order?***

Before an order is placed, the TSO system will ask you to confirm the order. Once you confirm your order, you can cancel it at any time prior to execution of the order by the auction manager. For a market order placed while the TSO program is active, there will likely be no opportunity to cancel the order after it has been placed because it will likely be executed immediately. For a market order placed while the TSO program is not active or a limit order, there may be an opportunity to cancel the order because it may not be executed immediately. Once the auction manager executes the order, you will be contractually bound to sell the option. You should be aware that the auction manager may cancel any bid after it has been matched to an order in the event the auction manager determines that an obvious error or disruption occurred and resulted in the execution of such order at a clearly erroneous price.

## **Table of Contents**

### **11. *Do I have to open an additional brokerage account to participate in the TSO program?***

No. The TSO program uses the same Morgan Stanley Wealth Management account you may already have for your existing Google stock options. To participate in the TSO program, you will create an online account in the TSO system, which provides another window into your existing Morgan Stanley Wealth Management account. You may participate in the TSO program only through a brokerage account with Morgan Stanley Wealth Management.

### **12. *What is the role of the auction manager?***

The auction manager will bid on options for its own account. In addition, the auction manager will act as an intermediary for the bids furnished by other participating financial institutions, and will receive and post the bids from other participating financial institutions. The bids from the other participating financial institutions will not be directly communicated to you by such participating financial institutions. At least two participating financial institutions must bid for a particular option in order for a bid to be communicated to you. The auction manager will communicate to you only the highest bid for each option that you wish to sell through the TSO system. If either:

your order is a market order and if the auction manager's bid for the option is the highest bid or if the highest bid is not above the option's intrinsic value; or

your order is a limit order and if the auction manager's bid for the option is the highest bid that equals or exceeds the limit price or if both the highest bid and the limit price are not above the option's intrinsic value,

then, in either case, the auction manager will communicate the bid to you through the TSO system and purchase your option for its own account at the greater of the highest bid and the option's intrinsic value. If another participating financial institution has communicated to the auction manager a bid that exceeds the option's intrinsic value and is a higher bid than the auction manager is prepared to make for its own account, and if, in the case of a limit order, the bid equals or exceeds the limit price, then the auction manager will communicate the higher bid to you, purchase the option from you and separately sell the option to the participating financial institution that provided the higher bid.

### **13. *Can I specify in advance the price at which I want to sell my options?***

Yes. You may place either market orders or limit orders when selling your options. A market order is an order to sell automatically at whatever price is determined by the auction at the time the order is received. A limit order is an order to sell at a minimum price specified in advance by you, as long as one or more bidders are willing to pay that price. Limit orders may be set to expire at the end of a particular trading day or at the end of the current trading window. The sale of options subject to limit orders is not guaranteed if bids for such limit orders reach the limit price but the bids at that limit price expire before all limit orders at such limit price are filled. No single employee order may exceed 1,000 options.

### **14. *How are bid prices for options determined?***

The price offered by participating financial institutions in the TSO program for options is based on the exercise price of the option, the current market price of our Shares, the volatility of our Shares, current interest rates, the term of the option, the cost of the hedging activities by the participating financial institutions and current market conditions. Options with the same exercise price will not necessarily receive bids for the same price on a particular trading day. In addition, a participating financial institution may place a limit on the number of options it will purchase at the price offered.

### **15. *Can I sell vested underwater stock options in the TSO program?***

Yes. Financial institutions do place value on underwater stock options (*i.e.*, those with exercise prices above the current market price of our Shares), and we expect them to bid on underwater options. However, if an option is significantly underwater and/or the option has only a limited remaining term (*e.g.*, if an option with a 10-year term is sold nine years and five months after grant), the bid price may be very low or even zero.

**16.      *What happens if the highest bid for an option is not above the intrinsic value of that option?***

If no participating financial institution offers a bid price for an eligible option that (a) in the case of a market order, is higher than the intrinsic value of that option or (b) in the case of a limit order, is higher than both the limit price and the intrinsic value for that option at a time when the intrinsic value of the option equals or exceeds the limit price, then, in either case, the auction manager will be deemed to have bid on the option at a price equal to the intrinsic value of the option and will communicate the bid to you and purchase the option from you at intrinsic value for its own account.

## **Table of Contents**

### **17. *Do the TSOs have any changes in their terms?***

In connection with the implementation of the TSO program, we unilaterally amended outstanding eligible options to include certain automatic adjustment provisions that will become effective only upon transfer of the option to the auction manager. All eligible stock options granted under the 2004 Stock Plan since the implementation of the TSO program are also subject to these provisions and we expect that all eligible options granted in the future under the 2004 Stock Plan will be subject to these provisions. When the options are sold to a bidder under the TSO program, certain changes occur:

For options with a remaining term greater than two years at the time of transfer, the remaining term of the option will be automatically reduced to two years from the time of transfer. If the remaining term of the option is less than two years but more than six months at the time of transfer, the remaining term of the option will be reduced so that the option has the expiration date that is closest to the original expiration date and a remaining term which is a multiple of six months from the time of transfer. For example, an option with a 23-month term will be reduced to a term of 18 months. If the remaining term is less than six months, the option is not eligible to be sold in the TSO program.

The forfeiture provisions related to an employee's employment at Google will be removed.

The antidilution provisions of the option will be replaced with antidilution provisions customarily found in over-the-counter call options purchased and sold by securities dealers.

The option will be converted into that number of warrants equal to the number of Shares underlying the option to be transferred under the TSO program, with each warrant representing the right to buy one Share.

Each warrant will be subject to an automatic exercise provision, providing that if it is not exercised prior to its expiration date it will be deemed to be exercised on the expiration date if it is in-the-money, unless the warrant holder provides electronic notice prior to 4:00 p.m., New York City time, on the expiration date that it does not wish the warrant to be automatically exercised, in which case the warrant will terminate and become void as of 4:00 p.m., New York City time, on the expiration date.

The warrants will be subject to net share settlement or full physical settlement, at the election of Google, except in limited circumstances.

### **18. *What happens if I try to sell my option through the TSO program and separately try to exercise the option and sell the underlying Shares?***

You may not sell an option through the TSO program and separately exercise the same option and sell the underlying Shares. If you do so, the exercise of the option outside the TSO program and the sale of the underlying Shares will be broken, and you will be responsible for all costs associated with the broken sale.

### **19. *How will Google account for options in the TSO program?***

Beginning January 1, 2006, we have recognized stock-based compensation for all new and unvested stock-based awards that are ultimately expected to vest as the requisite service is rendered (over the vesting period). The accounting rules require the use of a valuation model to calculate the fair value of stock-based awards for purposes of measuring the amount of stock-based compensation. We use the Black-Scholes-Merton valuation method.

The TSO program does not change the way we will account for options, but it does increase the cost per option that we will recognize for accounting purposes because the fair value per option on the date of grant will be greater due to the longer *expected* life of the option. The longer



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expected life results from the fact that upon transfer, the options are adjusted to have a two-year remaining life (generally) from the date of sale, whereas non-transferable options expire once they are exercised. Because we expect that options will be outstanding longer, they will have a greater fair value on the date of grant which will result in more stock-based compensation for accounting purposes. We modified all outstanding stock options granted to employees after our initial public offering to permit their sale under the TSO program. As a result of this modification, we took a stock-based compensation charge, equal to the difference between the value of the modified stock options and their value immediately prior to modification, over the remaining vesting periods of the unvested options.

### **RESTRICTED STOCK**

#### **1.      *What is restricted stock?***

Shares of restricted stock are Shares that are subject to restrictions that vest over time (that is, that become the nonforfeitable property of the participant) in accordance with terms and conditions that the Administrator establishes in its discretion. Upon vesting, you benefit by assuming full ownership of the Shares.

## **Table of Contents**

### **2. *How does restricted stock work?***

Subject to the terms of the Plan, the Administrator may grant Shares of restricted stock in amounts as the Administrator may determine in its sole discretion. Upon the grant of an Award of restricted stock, you will be given a written restricted stock agreement. This restricted stock agreement will specify the applicable vesting schedule and any other restrictions the Administrator deems advisable, the number of Shares granted, and such other terms and conditions as the Administrator will determine in its sole discretion.

Google generally will hold the Shares subject to the grant as escrow agent until vesting (or forfeiture, in the event that vesting does not occur). Unless the Administrator determines otherwise, Shares that do not vest typically will be subject to forfeiture upon your voluntary or involuntary termination of employment or service with Google for any reason (including permanent disability). If your service terminates due to your death, and if at the time of your death you are not a Section 16 officer, all unvested Shares will immediately accelerate in full upon your death. The Administrator may impose whatever conditions to vesting it determines to be appropriate. For example, the Administrator may specify that vesting will occur based on continued employment, the achievement of target levels of performance or the occurrence of other events as determined by the Administrator.

### **3. *Is there a limit on how many Shares of restricted stock I may receive?***

No employee, consultant or member of the Board may receive more than 500,000 Shares of restricted stock in any fiscal year.

### **4. *Can I transfer or sell my restricted stock?***

Unless the Administrator provides otherwise, you may not sell, transfer, pledge, assign, or otherwise alienate or hypothecate your Shares of restricted stock until the Shares of restricted stock have vested.

### **5. *Do I have rights as a stockholder with respect to my restricted stock?***

Yes, you may exercise full voting rights and you will receive all dividends and other distributions paid with respect to your Shares of restricted stock, unless the Administrator determines otherwise. If any dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeiture conditions as the Shares of restricted stock with respect to which they were paid.

## **STOCK APPRECIATION RIGHTS**

### **1. *What is a stock appreciation right and how do I benefit from it?***

Stock appreciation rights are awards that entitle you, upon exercise of the stock appreciation right, to an amount equal to the product of (a) the difference between the fair market value of a Share on the date of exercise over the exercise price, and (b) the number of Shares with respect to which the stock appreciation right is exercised. Thus, a stock appreciation right will have value only if the Shares increase in value after the date of grant. Google may pay the proceeds from the exercise of stock appreciation rights in cash or Shares, or in some combination of the two, as the Administrator determines in its discretion.

### **2. *What are the terms of each stock appreciation right?***

If Google grants you a stock appreciation right, we will send you a stock appreciation right agreement between Google and yourself covering the stock appreciation right grant. This stock appreciation right agreement will specify the exercise price, the term of the stock appreciation right, any conditions to exercise, and all other terms and conditions as the Administrator may determine in its sole discretion.

### **3. *Is there a limit on how many stock appreciation rights I may receive?***

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No employee, consultant or member of the Board may receive stock appreciation rights with respect to more than 1,000,000 Shares in any fiscal year.

#### **4. *When do my stock appreciation rights expire?***

A stock appreciation right will expire upon the date determined by the Administrator and set forth in the stock appreciation rights agreement, subject to earlier termination if your employment or service with Google or any parent or subsidiary of Google is terminated.

If your service is terminated, you may exercise the vested portion of your stock appreciation right for the period of time stated in your stock appreciation right agreement. In the absence of any post-termination exercise periods specified in your stock appreciation right agreement, your vested stock appreciation rights will remain exercisable for three months following your termination (or 12 months in the case of death or disability). The Administrator has the discretion to grant longer or shorter post-termination exercisability periods for your stock appreciation right as it deems appropriate. Therefore, it is important for you to read and understand your individual stock appreciation right agreement. If you do not exercise your stock appreciation right within the time specified in the stock appreciation right agreement, the stock appreciation right will terminate. In no event will your stock appreciation right remain exercisable beyond its original term.

## **Table of Contents**

### **PERFORMANCE UNITS AND PERFORMANCE SHARES**

**1. *What are performance units and performance shares and how do I benefit from them?***

Performance units and performance shares are Awards that will result in you receiving cash and/or Shares, if the conditions that apply to the Award are satisfied. The conditions typically will be based principally or solely on the achievement of performance milestones, but may include a service-based component, upon which the granting or vesting of Award may be based.

**2. *How do performance units and performance shares work?***

If we grant you a performance unit or performance share, Google will send you a performance award agreement between Google and yourself. This performance award agreement will specify the performance period, and such other terms and conditions as the Administrator may determine in its sole discretion.

Each performance unit will have an initial value that is established by the Administrator on or before the date of grant. Each performance share will have an initial value equal to the fair market value of a Share on the date of grant.

The Administrator will determine the number or value of performance units or performance shares that will be paid out under your Award. The Administrator may set performance objectives based on the achievement of company-wide, divisional, or individual goals, applicable federal or state securities laws, or any other basis the Administrator may determine in its discretion, including continued service as an employee or director. The time period during which the performance objectives must be met is called the performance period.

**3. *How are my earnings under a performance unit or performance share determined?***

After the applicable performance period has ended, you will be entitled to receive a payout of the number of performance units or performance shares earned by you, if any, over the performance period. The payments will be determined as a function of the extent to which the corresponding performance objectives have been achieved. After the grant of your performance unit or performance share, the Administrator, in its sole discretion, may reduce or waive any performance objectives.

**4. *How will I receive my earnings under a performance unit or performance share?***

Payment of earned performance units or performance shares will be made as soon as practicable after the expiration of the applicable performance period. The Administrator, in its sole discretion, may pay earned performance units or performance shares in the form of cash, in Shares (which have an aggregate fair market value equal to the value of the earned performance unit or performance share at the close of the applicable performance period), or in a combination of cash and Shares.

**5. *Is there a limit on how many performance units or performance shares I may receive?***

No employee, consultant or member of the Board may receive more than 500,000 performance units or performance shares in any fiscal year.

### **RESTRICTED STOCK UNITS**

**1. *What are restricted stock units?***

Restricted stock units are Awards of restricted stock, performance shares or performance units that are paid out in installments or on a deferred basis. The Administrator determines the terms and conditions of restricted stock units.

**2. *Is there a limit on how many restricted stock units I may receive?***

No employee, consultant or member of the Board may receive restricted stock units relating to more than 500,000 Shares in any fiscal year.

**OTHER STOCK AWARDS**

**1. *What are other stock-based awards?***

The Administrator has the authority under the Plan to create Awards in addition to those specifically described in the Plan. These Awards must be valued in whole or in part by reference to, or must otherwise be based on, the Shares or the cash equivalent thereof. The Administrator determines the terms and conditions of any other stock-based awards, and such Awards may be granted alone, in addition to, or in tandem with, other Awards granted under the Plan and/or cash awards made outside of the Plan.

## **Table of Contents**

### **PROVISIONS APPLYING TO AWARDS**

#### **1. *How do I satisfy any tax withholding that may apply to my Award?***

As a condition to the issuance of any Shares or other consideration pursuant to an Award under the Plan, the Administrator may require you to make adequate provision for any tax withholding obligations Google may have in connection with your Award. Until you pay the total amount of all taxes required to be withheld by either cash, check, or such other form as the Administrator may approve, we will not be required to issue any Shares or other consideration in connection with your Award.

If you sell options under the TSO program, appropriate withholding taxes will be deducted from each sale and the sale price, net of any withholding, will be transferred to your brokerage account.

#### **2. *What happens to my Award if I go on a leave of absence?***

Unless the Administrator determines otherwise, the vesting of your Awards granted under the Plan will be suspended during any unpaid leave of absence and will resume on the date you return to work on a regular schedule as determined by Google and you will not receive vesting credit for the time vesting has been suspended during such leave of absence. Your status as an employee will not cease if you are on a leave of absence approved by Google, or if you transfer between locations of Google or between Google and any of its parent or subsidiary companies. For purposes of incentive stock options, no such leave may exceed 90 days, unless reemployment upon expiration of such leave is guaranteed by statute or by contract. If reemployment upon expiration of a leave of absence approved by Google is not so guaranteed, then three months following the 91<sup>st</sup> day of such leave any incentive stock option held by the participant will cease to be treated as an incentive stock option and will be treated for tax purposes as a nonstatutory stock option.

#### **3. *Can I transfer my Award?***

Unless the Administrator provides otherwise and except for employee nonstatutory stock options eligible for sale under the TSO program described above, Awards granted under the Plan generally may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent and distribution. An Award granted to you may be exercised during your lifetime only by you. If the Administrator makes an Award transferable, such Award will contain such additional terms and conditions as the Administrator deems appropriate.

#### **4. *What happens if Google is acquired?***

In the event of our merger with another corporation or a change in control occurs, each outstanding Award under the Plan will be assumed or will be substituted with an equivalent award by the successor corporation (or any parent or subsidiary of the successor corporation).

Change in control can mean any of the following:

the sale of substantially all of our assets;

if any person acquires 50% or more of our total voting power and within three years from the date of such acquisition, a merger or consolidation of Google with or into the person (or affiliate of the person) holding such ownership occurs;

if we merge or consolidate with another corporation and our stockholders before the merger or consolidation do not continue to represent 50% or more of our total voting power after the transaction; or

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a change in our board composition over a two-year period so that fewer than a majority of the directors are incumbent directors. Unless the Administrator decides otherwise, if a successor corporation refuses to assume or substitute for an outstanding option or stock appreciation right you will fully vest in and have the right to exercise your option or stock appreciation right as to all of the Shares underlying such Awards, including Shares as to which it would not otherwise be vested or exercisable. If an option or stock appreciation right becomes fully vested and exercisable in lieu of assumption or substitution, the Administrator will notify you in writing or electronically that such Award will be fully exercisable for a period of 15 days from the date of the notice, then terminate upon the expiration of such period. Unless the Administrator determined otherwise, any restricted stock, performance shares, performance units, other stock-based awards or restricted stock units not assumed or substituted for will be fully vested as to all of the Shares subject to the Award, including Shares which would not otherwise be vested.

In the event an outside director is terminated immediately prior to or following a change in control, other than pursuant to a voluntary resignation, the Awards he or she received under the Plan will fully vest and become immediately exercisable.

### **5. *What happens if Google is dissolved or liquidated?***

In the event of a proposed dissolution or liquidation of Google, the Administrator will notify each participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action. The Administrator may, in its sole discretion, provide that an Award will fully vest and become exercisable (or restrictions will lapse) prior to termination.

## **Table of Contents**

### **TAX AND ERISA INFORMATION**

The following discussion is intended only as a summary of the general United States federal income tax laws that apply to Awards granted under the Plan and the sale of any Shares acquired through the Awards and does not include a description of state, local or non-U.S. tax consequences. The federal, state, local and non-U.S. tax consequences to any particular taxpayer will depend upon his or her individual circumstances. Accordingly, we strongly advise you to seek the advice of a qualified tax adviser regarding the specific tax implications to you of your participation in the Plan, including the applicability and effect of U.S. federal, state and local and non-U.S. laws.

The following discussion assumes that the per Share exercise price of an option or a stock appreciation right is equal to the fair market value of a Share on the date of grant and less than the fair market value of a Share on the date of exercise.

#### **1. *What are the tax effects of nonstatutory stock options and stock appreciation rights?***

If you are granted a nonstatutory stock option or a stock appreciation right, you are not required to include any amount towards your income at the time of grant. However, when you exercise the nonstatutory stock option or stock appreciation right, you will have ordinary income to the extent the value of the Shares (and any cash) you receive on the date of exercise is greater than the exercise price you pay. If you exercise a nonstatutory stock option through payment of the exercise price in Shares, or in a combination of Shares and cash, you will have ordinary income upon exercise to the extent that the value (on the date of exercise) of the Shares you purchase is greater than the value of the Shares you surrender, less the amount of any cash paid upon exercise.

Any gain or loss you recognize upon the sale or exchange of Shares that you acquire generally will be treated as capital gain or loss and will be long-term or short-term depending on whether you held the Shares for more than one year. The holding period for the Shares will begin just after the time you recognize income. The amount of such gain or loss will be the difference between:

the amount you realize upon the sale or exchange of the Shares, and

the value of the Shares at the time you recognize ordinary income.

#### **2. *What are the tax effects of incentive stock options?***

Incentive stock options are intended to qualify for the special federal income tax treatment available under Section 422 of the Code. You generally will not recognize income as a result of the grant or exercise of incentive stock options.

Any gain generally will be taxed at long-term capital gain rates if you sell Shares that you purchased through the exercise of an incentive stock option:

more than two years after the date of grant of the incentive stock option, and

more than one year after the date of exercise of the incentive stock option.

However, if you sell Shares purchased through the exercise of an incentive stock option within either of the two holding periods described above, you will recognize ordinary income in the year of the disposition in an amount equal to the lesser of (a) the excess of the aggregate fair market value of the Shares on the date of exercise over the aggregate exercise price paid for such Shares (i.e., the spread on the exercise date) and (b) the excess of the aggregate fair market value of the Shares on the date of disposition over the aggregate exercise price paid for such Shares (i.e., the gain realized on the sale). The balance of the gain or loss, if any, will be long-term or short-term capital gain or loss, depending on whether you have held the Shares for more than one year.



**3.       *What about incentive stock options and the alternative minimum tax?***

In addition to the rules described above, you may be liable for alternative minimum tax in connection with the exercise of an incentive stock option. Alternative minimum taxable income generally is computed under the rules that apply to nonstatutory stock options. Accordingly, if you hold incentive stock options and are subject to the alternative minimum tax, you should be sure to consult your tax adviser before exercising any incentive stock options.

**4.       *What if I sell my options under the TSO program?***

In the United States, when you sell options under the TSO program, the amount you receive will be treated as compensation income to you in the year that you sell the option. This income is of the same character as the income you would have received if you had exercised your nonstatutory options and immediately sold the underlying Shares (rather than sold your options through the TSO program). We will withhold the same type of taxes on the compensation income you earn from the sale of the options under the TSO program as we would have if you had exercised your nonstatutory options and immediately sold the underlying Shares.

## **Table of Contents**

Since the TSO program is a relatively unique program, the tax implications associated with this program in certain other countries are not always clear. We work with outside tax counsel to identify the tax implications in every country where we currently grant options to employees. In the countries where we do offer participation in the TSO program, we generally believe that the tax consequences will be similar to the tax consequences of exercising ordinary options. However, you should consult with your tax advisor regarding the tax consequences of participating in the TSO program.

### **5. *What are the tax effects of restricted stock?***

Unless you make an election under Section 83(b) of the Code, you will not have taxable income at the time you receive a restricted stock Award under the Plan. Instead, you will have ordinary income when (and if) the Shares vest and no longer can be forfeited. If you make a Section 83(b) election, you will recognize ordinary income at the time Google grants the Shares of restricted stock. However, if you later forfeit the Shares, no tax deduction is allowed with respect to the forfeiture. In all cases, the amount of ordinary income that you recognize will equal:

the fair market value of the Shares at the time you recognize income, less

the amount (if any) you pay for the Shares.

Any gain or loss you recognize upon the subsequent sale or exchange of Shares that you acquire through a grant of restricted stock generally will be treated as capital gain or loss and will be long-term or short-term depending on whether you have held the Shares for more than one year.

### **6. *What are the tax effects of a performance share or performance unit?***

If you receive a performance unit or a performance share under the Plan, you will not have taxable income at the time of grant. Instead, you generally will have ordinary income when Google delivers or pays the Shares or cash to you under the terms of the performance award agreement. The amount of ordinary income will equal the fair market value on the payment date of the Shares and/or cash you receive.

Any gain or loss you recognize upon the sale or exchange of Shares that you acquire through a grant of performance units or performance shares generally will be treated as capital gain or loss and will be long-term or short-term depending on whether you have held the Shares for more than one year.

### **7. *What are the tax effects of restricted stock units?***

If you receive restricted stock units under the Plan, you will not have taxable income at the time of grant. Instead, you generally will be subject to employment tax withholding at the time the Award vests and you generally will have ordinary income when Google delivers Shares or pays cash to you under the terms of the restricted stock unit agreement. The amount of ordinary income will equal the fair market value on the payment date of the Shares and/or cash you receive.

Any gain or loss you recognize upon the subsequent sale or exchange of Shares that you acquire through a grant of restricted stock units generally will be treated as capital gain or loss and will be long-term or short-term depending on whether you have held the Shares for more than one year.

### **8. *What are the tax effects for Google?***

We generally will receive a deduction for United States federal income tax purposes in connection with an Award in an amount equal to the amount of ordinary income you realize. We will be entitled to our deduction at the time that you recognize the ordinary income. However, under Section 162(m) of the Code, the annual compensation paid to certain of our named executive officers will not be deductible to the extent it exceeds \$1,000,000, unless it is qualified performance-based compensation within the meaning of Section 162(m). Certain conditions must be satisfied in order for an Award to be qualified performance-based compensation, including stockholder approval of the Plan and setting limits on

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the maximum number of Awards that an individual may receive per year. The Plan has been designed to permit, but not require, the Administrator to grant Awards that are qualified performance-based compensation for purposes of Section 162(m).

**9. *Is the Plan subject to ERISA or qualified under the Code?***

The Plan is not subject to any of the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the Plan is not qualified under Section 401(a) of the Code.

### **ADDITIONAL INFORMATION ABOUT THE PLAN AND PROSPECTUS**

**1. *Does the Plan limit a participant's ability to resell Shares acquired under the Plan?***

The Plan generally places no limitations upon a participant's ability to sell Shares acquired under the Plan. We will not receive any part of the proceeds of any such sales.

2004 Stock Plan Prospectus Appendix A 12

## **Table of Contents**

It is illegal to buy or sell Shares while you are in possession of material non-public information about Google. In addition, regardless of whether you are actually in possession of material non-public information, you are only permitted to sell Shares during Google's open trading windows, subject to limited exceptions. See our policy against insider trading for additional information. The TSO program may also affect your ability to exercise options and sell Shares in a traditional manner (see Question 7 under the heading "Stock Options - The TSO Program").

A participant who is an affiliate of ours (within the meaning of Rule 405 under the Securities Act of 1933, as amended (the "Securities Act")), may not resell under this prospectus any Shares he or she purchases or receives under the Plan. Our executive officers and members of our Board are considered to be affiliates for this purpose. Any such re-sales must be either described in a separate prospectus, or, in certain instances, registered in a separate registration statement, or sold in accordance with the requirements of Rule 144 under the Securities Act or another exemption available under the Securities Act.

Also, Section 16(b) of the Exchange Act permits us to recover any profit realized by certain of our officers, directors, and principal stockholders through certain sales and purchases, or purchases and sales (as defined), of our Shares within any period of less than six months.

### **2. *What other conditions are associated with the exercise, issuance and delivery of my Shares?***

Shares will not be issued with respect to an Award unless the exercise of such Award and the issuance and delivery of Shares pursuant to the Award complies with all applicable provisions of law and the exercise and issuance will be further subject to the approval of our counsel with respect to such compliance.

As a condition to the exercise of an Award, we may require the person exercising such Award to represent and warrant at the time of exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of our counsel, such a representation is required by applicable law.

Our inability to obtain authority from any regulatory body having jurisdiction, which authority is deemed by our counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve us of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

### **3. *What if I need more information?***

We will provide you free of charge with a copy of any or all of the documents incorporated by reference in this prospectus and in the registration statement on Form S-3 filed with the SEC relating to the Plan (except for any exhibits to these documents), including our Annual Report on Form 10-K, and copies of other reports, proxy statements and communications distributed to our stockholders. You should direct your written or oral requests to our Investor Relations team at the following address or phone number:

Google Inc.

1600 Amphitheatre Parkway

Mountain View, CA 94043

(650) 253-0000

Email: [irgoog@google.com](mailto:irgoog@google.com)

These documents are also available, without charge, at the SEC's website, [www.sec.gov](http://www.sec.gov).

### **4. *What else should I know about this prospectus?***

We may update this prospectus in the future by furnishing to participants a new prospectus or a supplement containing updated information. You should rely only on the information incorporated by reference or provided in this prospectus or any new updated prospectus. We have not

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authorized anyone to provide you with different or additional information. We are not making an offer to sell any stock in any state or country where the offer is not permitted. You should not assume that the information in this prospectus or in any updated prospectus or supplement is accurate as of any date other than the date on the front of that prospectus or supplement.

2004 Stock Plan Prospectus Appendix A 13

**Table of Contents**

[Prospectus Cover Page for Morgan Stanley & Co. LLC]

**PROSPECTUS**

**CLASS A COMMON STOCK**

*This prospectus covers sales of up to 24,645,618 shares of our Class A common stock that may be offered and sold from time to time by Morgan Stanley & Co. LLC in connection with the Transferable Stock Option program established by us and described in this prospectus under the headings **Background and Purpose of the Sales Covered by this Prospectus and Related Transactions** and **Plan of Distribution**. These sales will include short sales, which are sales of shares of Class A common stock borrowed by Morgan Stanley & Co. LLC from third parties. We will not receive any of the proceeds from the sale of the Class A common stock. See **Use of Proceeds**.*

*The shares of Class A common stock may be offered from time to time for sale in transactions, including block-sales, in the over-the-counter market, in negotiated transactions or otherwise. The shares of Class A common stock will be sold at market prices prevailing at the time of sale or at prices otherwise negotiated. Morgan Stanley & Co. LLC is an underwriter with respect to the shares of Class A common stock sold by it under this prospectus. The difference, if any, between the proceeds received by Morgan Stanley & Co. LLC in establishing its initial hedge position with respect to an option and the price at which Morgan Stanley & Co. LLC purchased such option under the Transferable Stock Option program may be deemed underwriter's compensation.*

*We have two classes of authorized common stock, Class A common stock and Class B common stock, and one class of authorized capital stock, Class C capital stock. The rights of the holders of Class A common stock, Class B common stock and Class C capital stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and is not convertible into shares of any other class of our capital stock. Each share of Class B common stock is entitled to 10 votes per share and is convertible at any time into one share of Class A common stock. Each share of Class C capital stock is not entitled to vote, unless otherwise required by law, and is not convertible into shares of any other class of our capital stock, except in connection with a liquidation of Google.*

*Our Class A common stock is listed on the NASDAQ Global Select Market under the symbol **GOOG**. The closing price of our Class A common stock on April 11, 2013 was \$790.39 per share.*

***Investing in our Class A common stock involves risks. See Risk Factors beginning on page 2 and in the documents we incorporate by reference in this prospectus.***

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*The Securities and Exchange Commission and state securities regulators have not approved or disapproved of these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.*

***MORGAN STANLEY***

April 12, 2013

**Table of Contents**

*[Prospectus Cover Page for Citigroup]*

**PROSPECTUS**

## **CLASS A COMMON STOCK**

This prospectus covers sales of up to 24,645,618 shares of our Class A common stock that may be offered and sold from time to time by Citigroup Global Markets Inc. in connection with the Transferable Stock Option program established by us and described in this prospectus under the headings **Background and Purpose of the Sales Covered by this Prospectus and Related Transactions** and **Plan of Distribution**. These sales will include short sales, which are sales of shares of Class A common stock borrowed by Citigroup Global Markets Inc. from third parties. We will not receive any of the proceeds from the sale of the Class A common stock. See **Use of Proceeds**.

The shares of Class A common stock may be offered from time to time for sale in transactions, including block sales, in the over-the-counter market, in negotiated transactions or otherwise. The shares of Class A common stock will be sold at market prices prevailing at the time of sale or at prices otherwise negotiated. Citigroup Global Markets Inc. is an underwriter with respect to the shares of Class A common stock sold by it under this prospectus. The difference, if any, between the proceeds received by Citigroup Global Markets Inc. in establishing its initial hedge position with respect to an option and the price at which Citigroup Global Markets Inc. purchased such option under the Transferable Stock Option program may be deemed underwriter's compensation.

We have two classes of authorized common stock, Class A common stock and Class B common stock, and one class of authorized capital stock, Class C capital stock. The rights of the holders of Class A common stock, Class B common stock and Class C capital stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and is not convertible into shares of any other class of our capital stock. Each share of Class B common stock is entitled to 10 votes per share and is convertible at any time into one share of Class A common stock. Each share of Class C capital stock is not entitled to vote, unless otherwise required by law, and is not convertible into shares of any other class of our capital stock, except in connection with a liquidation of Google.

Our Class A common stock is listed on the NASDAQ Global Select Market under the symbol **GOOG**. The closing price of our Class A common stock on April 11, 2013 was \$790.39 per share.

**Investing in our Class A common stock involves risks. See Risk Factors beginning on page 2 and in the documents we incorporate by reference in this prospectus.**

The Securities and Exchange Commission and state securities regulators have not approved or disapproved of these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

# **Citigroup**

April 12, 2013



## **Table of Contents**

*[Prospectus Cover Page for UBS Investment Bank]*

PROSPECTUS

April 12, 2013

## **CLASS A COMMON STOCK**

This prospectus covers sales of up to 24,645,618 shares of our Class A common stock that may be offered and sold from time to time by UBS Securities LLC in connection with the Transferable Stock Option program established by us and described in this prospectus under the headings **Background and Purpose of the Sales Covered by this Prospectus and Related Transactions** and **Plan of Distribution**. These sales will include short sales, which are sales of shares of Class A common stock borrowed by UBS Securities LLC from third parties. We will not receive any of the proceeds from the sale of the Class A common stock. See **Use of Proceeds**.

The shares of Class A common stock may be offered from time to time for sale in transactions, including block sales, in the over-the-counter market, in negotiated transactions or otherwise. The shares of Class A common stock will be sold at market prices prevailing at the time of sale or at prices otherwise negotiated. UBS Securities LLC is an underwriter with respect to the shares of Class A common stock sold by it under this prospectus. The difference, if any, between the proceeds received by UBS Securities LLC in establishing its initial hedge position with respect to an option and the price at which UBS Securities LLC purchased such option under the Transferable Stock Option program may be deemed underwriter's compensation.

We have two classes of authorized common stock, Class A common stock and Class B common stock, and one class of authorized capital stock, Class C capital stock. The rights of the holders of Class A common stock, Class B common stock and Class C capital stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and is not convertible into shares of any other class of our capital stock. Each share of Class B common stock is entitled to 10 votes per share and is convertible at any time into one share of Class A common stock. Each share of Class C capital stock is not entitled to vote, unless otherwise required by law, and is not convertible into shares of any other class of our capital stock, except in connection with a liquidation of Google.

Our Class A common stock is listed on the NASDAQ Global Select Market under the symbol **GOOG**. The closing price of our Class A common stock on April 11, 2013 was \$790.39 per share.

**Investing in our Class A common stock involves risks. See Risk Factors beginning on page 2 and in the documents we incorporate by reference in this prospectus.**

The Securities and Exchange Commission and state securities regulators have not approved or disapproved of these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

## **UBS Investment Bank**

**Table of Contents**

**TABLE OF CONTENTS**

|                                                                                                | <b>Page</b> |
|------------------------------------------------------------------------------------------------|-------------|
| <u>Prospectus Summary</u>                                                                      | 1           |
| <u>Risk Factors</u>                                                                            | 2           |
| <u>Forward-Looking Statements</u>                                                              | 2           |
| <u>Background and Purpose of the Sales Covered by this Prospectus and Related Transactions</u> | 3           |
| <u>Use of Proceeds</u>                                                                         | 6           |
| <u>Plan of Distribution</u>                                                                    | 6           |
| <u>Conflicts of Interest</u>                                                                   | 7           |
| <u>Legal Matters</u>                                                                           | 7           |
| <u>Experts</u>                                                                                 | 7           |
| <u>Information Incorporated By Reference</u>                                                   | 8           |
| <u>Where You Can Find More Information</u>                                                     | 8           |

You should rely only on the information contained in or incorporated by reference into this prospectus or any free writing prospectus authorized by Google and delivered in connection with this offering. We have not, and the participating financial institution has not, authorized any other person to provide you with information different from that contained in this prospectus or any free writing prospectus authorized by Google. The participating financial institution is offering to sell, and seeking offers to buy, shares of our Class A common stock only in jurisdictions where offers and sales are permitted.

## **Table of Contents**

### **PROSPECTUS SUMMARY**

#### **The Company**

Google is a global technology leader focused on improving the ways people connect with information. We aspire to build products and provide services that improve the lives of billions of people globally. Our mission is to organize the world's information and make it universally accessible and useful. Our innovations in web search and advertising have made our website a top internet property and our brand one of the most recognized in the world.

Our Motorola Mobility ( Motorola ) business is comprised of two operating segments. The Mobile segment is focused on mobile wireless devices and related products and services. The Home segment is focused on technologies and devices that provide video entertainment services to consumers by enabling subscribers to access a variety of interactive digital television services. In December 2012, we entered into an agreement with Arris Group, Inc. and certain other persons providing for the disposition of our Motorola Home segment. The transaction is expected to close on or about April 17, 2013.

We generate revenue primarily by delivering relevant, cost-effective online advertising. Businesses use our AdWords program to promote their products and services with targeted advertising. In addition, the third parties that comprise the Google Network use our AdSense program to deliver relevant ads that generate revenue and enhance the user experience. We also generate revenues from Motorola by selling hardware products.

Our business is primarily focused around the following key areas: search, advertising, operating systems and platforms, enterprise and hardware products.

We were incorporated in California in September 1998 and reincorporated in Delaware in August 2003. Our headquarters are located at 1600 Amphitheatre Parkway, Mountain View, California 94043, and our telephone number is (650) 253-0000. We completed our initial public offering in August 2004 and our Class A common stock is listed on the NASDAQ Global Select Market under the symbol GOOG. We maintain a number of websites, including [www.google.com](http://www.google.com). The information on, or accessible through, our websites is not part of this prospectus.

Google® is a registered trademark in the United States and several other countries. All other trademarks, trade names and service marks appearing in this prospectus are the property of their respective holders.

#### **The Offering**

This prospectus covers sales of up to 24,645,618 shares of our Class A common stock that may be offered and sold from time to time by the participating financial institution named on the cover of this prospectus in connection with the Transferable Stock Option ( TSO ) program established by us and described in this prospectus under the headings Background and Purpose of the Sales Covered by this Prospectus and Related Transactions and Plan of Distribution. These sales will include short sales, which are sales of shares borrowed by the participating financial institution from third parties. We will not receive any of the proceeds from the sale of the Class A common stock.

Because the participating financial institutions will receive all of the proceeds from the sale of the shares of our Class A common stock covered by this prospectus, a conflict of interest under Rule 5121 (Public Offerings of Securities with Conflicts of Interest) of the Financial Industry Regulatory Authority, Inc. ( FINRA ) is deemed to exist, and the offering will be made in compliance with the requirements of that rule. See Conflicts of Interest.

## **Table of Contents**

### **RISK FACTORS**

Please carefully consider the risk factors described in our periodic reports filed with the Securities and Exchange Commission, which are incorporated by reference in this prospectus, as well as other information we include or incorporate by reference in this prospectus or include in any applicable prospectus supplement. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations.

#### **Risks Related to the Transferable Stock Option Program**

*The market activities of participating financial institutions with respect to our Class A common stock may affect the market price and volatility of our Class A common stock.*

The financial institutions participating in the TSO program may enter into transactions to hedge their economic risk to changes in the price of our Class A common stock, which is issuable upon exercise of the warrants into which the options they purchased from Google employees in connection with the TSO program have been converted. These market transactions may include initial short sales of a number of our Class A common shares no greater than the aggregate number of shares underlying options purchased by a participating financial institution in the TSO program on a particular day. These market transactions may also include subsequent sales and purchases of our Class A common stock after the establishment of the initial hedge position by a participating financial institution in amounts deemed by such participating financial institution to appropriately hedge its portfolio of options purchased under the TSO program and that vary depending upon, among other things, the prevailing price of our Class A common stock. These subsequent sales and purchases are not covered by this prospectus. The initial short sales and subsequent sales could have the effect of decreasing the market price of our Class A common stock and the value of options purchased in the TSO program. Purchases to cover a short position may have the effect of preventing or slowing a decline in the market price of the Class A common stock, and may stabilize, maintain or otherwise affect the market price of the Class A common stock. These covering purchases could have the effect of increasing the market price of our Class A common stock above the price that otherwise might exist. Such subsequent sales and purchases, if commenced, could be discontinued at any time. Both sales and purchases by participating financial institutions may affect the volatility of our Class A common stock.

### **FORWARD-LOOKING STATEMENTS**

This prospectus, including the documents incorporated by reference into this prospectus, includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the Securities Act ) and Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act ). These forward-looking statements include all statements other than statements of historical facts contained or incorporated by reference in this prospectus, including statements regarding our future financial position, business strategy and the plans and objectives of management for future operations. The words believe, may, will, estimate, continue, anticipate, intend, expect and similar expressions are intended to identify forward-looking statements.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements involve risks, uncertainties and assumptions related to: the intense competition we face; failure to innovate and provide products and services that are useful to users; our ongoing investment in new business strategies and new products, services and technologies, including through acquisitions; our dependence on advertising revenues; the potential for declines in our revenue growth rate and downward pressure on our operating margin in the future; increased regulatory scrutiny that may negatively impact our business; legal proceedings that may result in adverse outcomes; failure to maintain and enhance our brand; and other risks, uncertainties and assumptions included in our periodic reports and in other documents that we file with the Securities and Exchange Commission ( SEC ).

In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. These statements are based on information available to us on the date hereof, and we assume no obligation to update any such forward-looking statements.

Although we undertake no obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law, you are advised to consult any additional disclosures we make in our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC. See Where You Can Find More Information.



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**Table of Contents**

**BACKGROUND AND PURPOSE OF THE SALES COVERED BY THIS PROSPECTUS  
AND RELATED TRANSACTIONS**

**Description of the Transferable Stock Option Program**

Under the TSO program, our employees are able to sell their vested stock options to participating financial institutions in an online auction as an alternative to exercising options in the traditional method and selling the underlying shares of Class A common stock. By enabling our employees to sell vested options, employees may realize additional value for their options beyond the intrinsic value of the option, which is the difference between the current market price and the exercise price. Certain financial institutions, including the financial institution named on the cover of this prospectus, which we refer to as participating financial institutions, will bid for the options in the online auction, and employees will be able to sell their options only to the participating financial institutions. The financial institutions participating in our TSO program are chosen at our sole discretion.

*The Auction Process*

Options will be sold under the TSO program through an auction process in which a designated broker dealer will serve as auction manager. Currently, we have selected Morgan Stanley & Co. LLC to act as the auction manager. The auction is operated on a continuous quote model through a secure internal online tool, the TSO system, which is accessible by participating employees.

The auction manager will bid on options for its own account. In addition, the auction manager will act as an intermediary for the bids furnished by other participating financial institutions, and will receive and post the bids from other participating financial institutions. The bids from the other participating financial institutions will not be directly communicated to employees by such participating financial institutions. At least two participating financial institutions must bid for a particular option in order for a bid to be communicated to employees. The auction manager will communicate to employees only the highest bid for each option that the employee wishes to sell through the TSO system. If an employee's order is a limit order and if the auction manager's bid for the option is the highest bid that equals or exceeds the limit price or if both the highest bid and the limit price are not above the option's intrinsic value, the auction manager will communicate the bid to the employee through the TSO system and purchase the option for its own account at the greater of the highest bid and the option's intrinsic value. If an employee's order is a market order and if the auction manager's bid for the option is the highest bid or if the highest bid is not above the option's intrinsic value, the auction manager will communicate the bid to the employee through the TSO system and purchase the employee's option for its own account at the greater of the highest bid and the option's intrinsic value. If another participating financial institution has communicated to the auction manager a bid that exceeds the option's intrinsic value and is a higher bid than the auction manager is prepared to make for its own account, and if, in the case of a limit order, the bid equals or exceeds the limit price, then the auction manager will communicate the higher bid to the employee, purchase the option from the employee and separately transfer and settle with the participating financial institution that provided such bid.

Employees will use the TSO system to see the current highest bid price offered by the participating financial institutions for their vested options. The price offered by participating financial institutions in the TSO program for options is expected to be based on the exercise price of the option, the current market price of our Class A common stock, the volatility of our Class A common stock, current interest rates, the term of the option, the cost of the hedging activities by the participating financial institutions and current market conditions. Options with the same exercise price will not necessarily receive bids for the same price on a particular trading day. In addition, a participating financial institution may place a limit on the number of options it will purchase at the price offered. We refer to this limit as the size of the bid.

All participating financial institutions are required to bid on all of the options offered for sale as a condition of participation in the TSO program, although they are permitted to place bids of zero dollars. In order to be valid at the time submitted by the participating financial institution, a bid must be for a minimum of 1,000 options with a given exercise price and term. A bid will remain in force until the total available size of the bid is purchased at the bid price, a revised bid is submitted by a participating financial institution or if, as a result of an employee order, there are fewer than 1,000 options available with the exercise price and term specified by the existing bid. A participating financial institution's bids will be automatically cancelled if the TSO system detects problems with the financial institution's connectivity to the system, and all bids will be automatically cancelled at the close of the TSO market for the day, if the TSO system fails for any reason or if Google instructs participating financial institutions that the TSO program has been suspended. Employees may place market orders or limit orders when selling their options. A market order is an order to sell automatically at whatever price is determined by the auction at the time the order is received. A limit order is an order to sell only at or above a minimum price specified in advance by the employee. If the employee places a market order, the employee will receive the highest bid price at the time the order is received, unless that bid price is not above the option's intrinsic value, in which case the employee will receive the option's intrinsic value. If the employee places a limit order, the employee will receive the highest bid price at the time the order is received, so long as that bid price equals or exceeds the limit price, unless both that bid price and the limit price are not above the option's intrinsic value, in which case the employee will receive the option's intrinsic value. In either case, the price the employee receives may

not be the same as the latest quote provided through the TSO system.

Hedging Prospectus 3

## **Table of Contents**

If no participating financial institution offers a bid price for an eligible option that (a) in the case of a market order, is higher than the intrinsic value of that option or (b) in the case of a limit order, is higher than both the limit price and the intrinsic value for that option at a time when the intrinsic value of the option equals or exceeds the limit price, then, in either case, the auction manager will be deemed to have bid on the option at a price equal to the intrinsic value of the option and will communicate the bid to the employee through the TSO system and purchase the option at intrinsic value for its own account.

Employees may place either market orders or limit orders when selling their options. Limit orders may be set to expire at the end of a particular trading day or at the end of the current trading window. The sale of options subject to limit orders is not guaranteed if bids for such limit orders reach the limit price but the bids at that limit price expire before all limit orders at such limit price are filled. No single employee order may exceed 1,000 options. An employee can cancel the order at any time prior to execution of the order by the auction manager. Once the auction manager executes the order, the employee will be contractually bound to transfer the option. The auction manager may cancel any bid after it has been matched to an order in the event the auction manager determines that an obvious error or disruption occurred and resulted in the execution of such order at a clearly erroneous price. Appropriate withholding taxes will be deducted from each sale, and the sale price, net of any withholding, will be transferred to the employee's brokerage account. Any option sold in the TSO program will be automatically modified upon transfer to the auction manager in accordance with the automatic adjustment provisions described below.

The TSO program is available during regular trading hours for the NASDAQ Global Select Market only when our trading window is open. Currently our trading window opens on the second business day following the release of our financial results for the prior quarter and remains open through the last calendar day of the second month of the quarter. However, on the last day of each of our trading windows, the TSO program will close one hour prior to the close of regular trading hours for the NASDAQ Global Select Market. In addition, we have the right under the distribution agreement for the TSO program to suspend the TSO program from time to time for any reason, including for maintenance and other reasons, including at times when we may be in possession of material, non-public information about Google until the information is no longer material or the second business day after the information has been made public. Employees and the participating financial institutions may not be given advance notice of any suspension of the TSO program. An employee will be unable to sell options under the TSO program, even under a Rule 10b5-1 trading plan, when the TSO program has been suspended or is otherwise not available.

The auction manager and participating financial institutions are not responsible for any filing or disclosure under Section 13 or Section 16(a) of the Exchange Act relating to participation in the TSO program by our executive officers.

### *Eligibility and Participation*

Only nonstatutory stock options granted since our initial public offering in August 2004 are eligible for the TSO program. In addition, options must be vested and exercisable in order to be sold in the program. Eligible options are generally not transferable other than in connection with the TSO program. Options assumed in connection with acquisitions are not eligible to be sold in the TSO program. In addition, if the remaining term of the option is less than six months, the option is not eligible to be sold in the TSO program.

Participation in the TSO program is voluntary. All employees (other than Larry Page, Sergey Brin, and Eric E. Schmidt) may participate in the TSO program. Employees may decide to participate or not participate at any time; however, an employee may not participate in the TSO program once employment is terminated. Members of our board of directors and consultants may not participate in the TSO program.

Employees may exercise options traditionally or sell them in the TSO program, in any mix that they choose. We have made and intend to continue to make the TSO program available in all countries where we grant options except in countries where, due to local legal or tax implications, the TSO program would not benefit employees or would otherwise be impracticable.



## **Table of Contents**

### *Amendment of Outstanding Options*

In connection with the implementation of the TSO program, we unilaterally amended outstanding eligible options to include certain automatic adjustment provisions that will become effective only upon transfer of the option to the auction manager. All eligible stock options granted under the Google Inc. 2004 Stock Plan (the 2004 Stock Plan ) since the implementation of the TSO program are also subject to these provisions and we expect that all eligible stock options granted in the future under the 2004 Stock Plan will be subject to these provisions. The provisions include:

*Reduction of Option Term.* For options with a remaining term of two years or more at the time of transfer, the term of the option will be automatically reduced to two years from the time of transfer. If the remaining term of the option is less than two years but more than six months at the time of transfer, the remaining term of the option will be reduced so that the option has the expiration date that is closest to the original expiration date and a remaining term which is a multiple of six months from the time of transfer. For example, an option with a 23-month term will be reduced to a term of 18 months. If the remaining term is less than six months, the option is not eligible to be sold in the TSO program.

*Removal of Employment Provisions.* The forfeiture provisions related to an employee's employment at Google will be removed.

*Replacement of Antidilution Provisions.* The antidilution provisions of the option will be replaced with antidilution provisions customarily found in over-the-counter call options purchased and sold by securities dealers.

*Conversion to Warrants:* The option will be converted into that number of warrants equal to the number of shares underlying the option to be transferred under the TSO program, with each warrant representing the right to buy one share of Class A common stock.

*Automatic Exercise:* Each warrant will be subject to an automatic exercise provision, providing that if it is not exercised prior to its expiration date it will be deemed to be exercised on the expiration date if it is in-the-money, unless the warrant holder provides electronic notice prior to 4:00 p.m., New York City time, on the expiration date that it does not wish the warrant to be automatically exercised, in which case the warrant will terminate and become void as of 4:00 p.m., New York City time, on the expiration date.

*Settlement:* The warrants will be subject to net share settlement or full physical settlement, at the election of Google, except in limited circumstances.

### **Executive Officer Participation**

Our executive officers (other than Larry Page, Sergey Brin, and Eric E. Schmidt) may participate in the TSO program. The table below sets forth certain information with respect to the options that may be sold in the TSO program by our participating executive officers as of March 31, 2013.

Among other things, options must be vested and exercisable in order to be sold in the TSO program. Furthermore, participation in the TSO program is voluntary and employees may decide to participate or not participate at any time, and employees may exercise options traditionally or sell them in the TSO program, in any mix that they choose. As a result, we cannot determine the number of options that will be sold by our participating executive officers in the TSO program.

Solely for purposes of the table below, we assume that (i) all options otherwise eligible to be sold in the TSO program by our participating executive officers are vested and exercisable as of March 31, 2013, and (ii) the participating executive officers will sell all of their eligible options in the TSO program.

| <b>Participating Executive Officer</b> | <b>Shares Subject to<br/>Options<br/>Eligible to be<br/>Sold in TSO Program</b> | <b>Percentage of Total Shares<br/>Subject to Options Eligible to<br/>be Sold in TSO Program (1)</b> | <b>Percentage of<br/>Class A Common Stock<br/>Outstanding (2)</b> |
|----------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Nikesh Arora                           | 148,914                                                                         | 1.9%                                                                                                | *                                                                 |
| David C. Drummond                      | 157,025                                                                         | 2.0%                                                                                                | *                                                                 |
| Patrick Pichette                       | 111,052                                                                         | 1.4%                                                                                                | *                                                                 |

\* Less than 1%.

- (1) Based on 7,729,941 shares subject to options as of March 31, 2013, assuming that all such options are vested and exercisable as of such date.
- (2) Based on 270,248,518 shares of our Class A common stock outstanding as of March 31, 2013. Amounts shown in the column represent the percentage both prior to and after any sales of options by participating executive officers in the TSO program.

## **Table of Contents**

### **Hedging and Share Borrowing**

Participating financial institutions may sell shares of our Class A common stock under this prospectus to hedge their economic risk to changes in the price of our Class A common stock issuable upon exercise of the warrants into which the options they purchased from Google employees in connection with the TSO program have been converted. These market transactions may include initial short sales of a number of our Class A common shares no greater than the aggregate number of shares underlying options purchased by a participating financial institution in the TSO program on a particular day. These market transactions may also include subsequent sales and purchases of our Class A common stock after the establishment of the initial hedge position by the participating financial institutions in amounts deemed by a participating financial institution to appropriately hedge its portfolio of options purchased under the TSO program and that will vary depending upon, among other things, the prevailing price of our Class A common stock. These subsequent sales and purchases are not covered by this prospectus. Participating financial institutions intend to borrow shares from securities lenders for delivery to purchasers in this offering, and will pay customary fees to the lenders for this service. Participating financial institutions may use shares obtained by them or their affiliates upon exercise of warrants into which options originally transferred to them under the TSO program have been converted to return shares to the securities lenders. None of the shares sold by a participating financial institution pursuant to this prospectus will be shares acquired or borrowed from us, except for sales of shares of Class A common stock received by the auction manager (as described below in the fifth paragraph under Plan of Distribution ) upon exercise of the warrants into which the options it purchases under the TSO program have been converted.

### **USE OF PROCEEDS**

While we will not receive any proceeds from the sale of the shares of Class A common stock covered by this prospectus, we will receive the exercise price of options sold to participating financial institutions in connection with the TSO program if and when the participating financial institution pays cash to exercise such options. We will not receive any proceeds if the options sold to participating financial institutions in connection with the TSO program are exercised on a cashless basis.

### **PLAN OF DISTRIBUTION**

We have entered into a distribution agreement with the participating financial institutions relating to shares of our Class A common stock. Subject to certain conditions, the participating financial institutions will sell shares of our Class A common stock pursuant to this prospectus. The participating financial institutions will be underwriters with respect to any such sales.

The shares of Class A common stock offered from time to time by this prospectus will generally be borrowed by the participating financial institutions from stock lenders. The participating financial institutions may use shares received from us upon exercise of the warrants into which the options they purchased in the TSO program have been converted to settle or close out open borrowings created to hedge their exposure under the TSO program.

The financial institutions participating in the TSO program may enter into transactions to hedge their economic risk to changes in the price of our Class A common stock issuable upon exercise of the warrants into which the options purchased from Google employees in connection with the TSO program have been converted. These market transactions may include initial short sales of a number of our Class A common shares no greater than the aggregate number of shares underlying options purchased by a participating financial institution in the TSO program on a particular day. These market transactions may also include subsequent sales and purchases of our Class A common stock after the establishment of the initial hedge position by a participating financial institution in amounts deemed by such participating financial institution to appropriately hedge its portfolio of options purchased under the TSO program and that vary depending upon, among other things, the prevailing price of our Class A common stock. These subsequent sales and purchases are not covered by this prospectus. These initial short sales and subsequent sales could have the effect of decreasing the market price of our Class A common stock and the value of options purchased in the TSO program. Purchases to cover a short position may have the effect of preventing or slowing a decline in the market price of the Class A common stock, and may stabilize, maintain or otherwise affect the market price of the Class A common stock, thus having the effect of increasing the market price of our Class A common stock above the price that otherwise might exist. Such subsequent sales and purchases, if commenced, could be discontinued at any time. Both sales and purchases by participating financial institutions may affect the volatility of our Class A common stock. These transactions may be effected on the NASDAQ Global Select Market, in the over-the-counter market or otherwise.

Any profits or losses from these on-going purchases and sales of shares of Class A common stock (or other instruments with a value related to the value of the shares of Class A common stock) will be solely for the account of the participating financial institutions and neither we nor the purchasers in the offering will have any interest in these transactions. The difference, if any, between the proceeds received by a participating financial institution in establishing its initial hedge position with respect to an option and the price at which the participating financial institution purchased such option under the TSO program, may be deemed underwriter's compensation.



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## **Table of Contents**

In addition, we have agreed to pay to the auction manager on a quarterly basis cash in an amount equal to the product of (i) \$15.00 and (ii) the aggregate number of options that the auction manager purchased in the TSO program at intrinsic value after no participating financial institution offered a bid price for such options that was higher than the intrinsic value (and, in the case of limit orders, the limit price was not higher than the intrinsic value) of such options. Such payment may be deemed underwriter's compensation. The auction manager may use this prospectus to sell the shares it receives upon the exercise of the warrants into which such options have been converted.

We have agreed to indemnify the participating financial institutions against certain liabilities, including liabilities under the Securities Act.

The participating financial institutions and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. From time to time in the ordinary course of their respective businesses, certain of the participating financial institutions and their affiliates have engaged in and may in the future engage in commercial banking, financial advisory, derivatives and/or investment banking transactions with us and our affiliates. Morgan Stanley & Co. LLC is acting as the auction manager under the TSO program, and an affiliate of Morgan Stanley & Co. LLC acts as the option administrator for the 2004 Stock Plan. Affiliates of some of the participating financial institutions are agents under our commercial paper program for which these affiliates have been and will be paid customary fees. In the ordinary course of their various business activities, the participating financial institutions and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of Google. The participating financial institutions and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

## **CONFLICTS OF INTEREST**

All of the proceeds from the sale of the shares of Class A common stock covered by this prospectus will be received by the participating financial institutions. As a result, the participating financial institutions will receive more than 5% of the net proceeds of this offering, not including underwriting compensation. Accordingly, this offering is being made in compliance with the requirements of Rule 5121 (Public Offerings of Securities with Conflicts of Interest) of FINRA. Pursuant to that rule, the appointment of a qualified independent underwriter is not necessary in connection with this offering, as the shares of Class A common stock have a bona fide public market (as such terms are defined in FINRA Rule 5121). The participating financial institutions will not confirm sales to any account over which they exercise discretionary authority without the prior written consent of the account holder.

## **LEGAL MATTERS**

The validity of the shares of Class A common stock offered hereby will be passed upon for us by Cleary Gottlieb Steen & Hamilton LLP, our New York counsel. Davis Polk & Wardwell LLP, New York, New York and Menlo Park, California, is representing the participating financial institutions.

## **EXPERTS**

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements and schedule included in our Annual Report on Form 10-K for the year ended December 31, 2012, and the effectiveness of our internal control over financial reporting as of December 31, 2012, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. Our consolidated financial statements and schedule and our management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2012 are incorporated by reference in reliance on Ernst & Young LLP's reports, given on their authority as experts in accounting and auditing.

**Table of Contents**

**INFORMATION INCORPORATED BY REFERENCE**

The rules of the SEC allow us to incorporate by reference information into this prospectus. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. This prospectus incorporates by reference the documents listed below (other than portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under applicable SEC rules rather than filed and exhibits furnished in connection with such items):

Our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, filed with the SEC on January 29, 2013;

Our Current Reports on Form 8-K filed with the SEC on January 3, 2013, January 22, 2013, February 8, 2013, and March 12, 2013;

The description of options to purchase our Class A common stock contained in our Registration Statement on Form 8-A filed with the SEC on February 5, 2008; and

The description of our Class A common stock contained in our Registration Statement on Form 10 as filed with the SEC on July 7, 2004 pursuant to Section 12(g) of the Exchange Act and effective as of June 28, 2004.

All reports and other documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference in this prospectus and to be part hereof from the date of filing of such reports and other documents. However, we are not incorporating by reference any information provided in these documents that is described in paragraph (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or furnished under applicable SEC rules rather than filed and exhibits furnished in connection with such items.

Google undertakes to provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of any such person, a copy of any or all of the information that has been or may be incorporated by reference into this prospectus, excluding all exhibits unless an exhibit has been specifically incorporated by reference into this prospectus. Written or oral requests for such copies should be directed to our Investor Relations department, at the following address or phone number:

Google Inc.

1600 Amphitheatre Parkway

Mountain View, CA 94043

(650) 253-0000

Email: [irgoog@google.com](mailto:irgoog@google.com)

**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports and other information with the SEC. You may read and copy any materials we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about the Public Reference Room. The SEC also maintains an internet website at [www.sec.gov](http://www.sec.gov) that contains periodic and current reports, proxy and information statements and other information regarding registrants that file electronically with the SEC.

You should rely only on the information contained or incorporated by reference in this prospectus, in any accompanying prospectus supplement, and in any related free writing prospectus we prepare or authorize. We have not authorized anyone to provide you with information different from that contained in this prospectus. The shares of Class A common stock offered under this prospectus are offered only in jurisdictions where

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offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of the Class A common stock offered hereby.

This prospectus is part of a registration statement we filed with the SEC, using a shelf registration process under the Securities Act relating to the Class A common stock to be offered. This prospectus does not contain all of the information set forth in the registration statement, certain parts of which are omitted in accordance with the rules and regulations of the SEC. The registration statement, including the exhibits thereto, may be inspected at the Public Reference Room maintained by the SEC at the address set forth above. Statements contained herein concerning any document filed as an exhibit are not necessarily complete, and, in each instance, reference is made to the copy of such document filed as an exhibit to the registration statement. Each such statement is qualified in its entirety by such reference.

\* \* \* \* \*

Hedging Prospectus 8

**Table of Contents****PART II****INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution.**

The following table sets forth fees and expenses payable by the registrant, other than underwriting discounts and commissions, in connection with the issuance and distribution of the securities being registered hereby. All amounts set forth below are estimates except for the SEC registration fee.

|                              | <b>Amount to be<br/>Paid</b>  |
|------------------------------|-------------------------------|
| SEC registration fee         | \$2,225,066.67 <sup>(1)</sup> |
| Printing fees                | \$12,000.00                   |
| Legal fees and expenses      | \$100,000.00                  |
| Accounting fees and expenses | \$65,000.00                   |
| <b>Total</b>                 | <b>\$2,402,066.67</b>         |

- (1) \$980,460.80 of the registration fee previously paid by the registrant in connection with the registration statement on Form S-3 (File No. 333-166137) is applied to, and offset against, the registration fee currently due.

**Item 15. Indemnification of Officers and Directors.**

As of the date of this filing, Section 145 of the Delaware General Corporation Law (the DGCL) provides in regard to indemnification of directors and officers as follows:

**145 INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS; INSURANCE.**

(a) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.



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(c) To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the corporation at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

II-1

## **Table of Contents**

(e) Expenses (including attorneys' fees) incurred by an officer or director of the corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the corporation or by persons serving at the request of the corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this section.

(h) For purposes of this section, references to the corporation shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this section with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to other enterprises shall include employee benefit plans; references to fines shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to serving at the request of the corporation shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner not opposed to the best interests of the corporation as referred to in this section.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine a corporation's obligation to advance expenses (including attorneys' fees).

As of the date of this filing, Section 102(b)(7) of the DGCL provides in regard to the elimination of personal liability of directors as follows:

(b) In addition to the matters required to be set forth in the certificate of incorporation by subsection (a) of this section, the certificate of incorporation may also contain any or all of the following matters:

(7) A provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director: (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL; or (iv) for any transaction from which the director derived an improper personal benefit. No such provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date

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when such provision becomes effective. All references in this paragraph to a director shall also be deemed to refer to such other person or persons, if any, who, pursuant to a provision of the certificate of incorporation in accordance with Section 141(a) of the DGCL, exercise or perform any of the powers or duties otherwise conferred or imposed upon the board of directors by the DGCL.

II-2

## **Table of Contents**

As permitted by Section 102(b)(7) of the DGCL, the registrant's fourth amended and restated certificate of incorporation (the "certificate of incorporation") includes a provision that eliminates the personal liability of its directors for monetary damages for breach of their fiduciary duty as directors.

In addition, as permitted by Section 145 of the DGCL, the amended and restated bylaws of the registrant (the "bylaws") provide that:

The registrant will indemnify its directors and officers for serving the registrant in those capacities or for serving other business enterprises at the registrant's request, to the fullest extent permitted by Delaware law, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant, and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful.

The registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is not required by law.

The registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding, except that such director or officer will undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

The registrant will not be obligated pursuant to the bylaws to indemnify a person with respect to proceedings initiated by that person, except with respect to proceedings authorized by the registrant's board of directors or brought to enforce a right to indemnification.

The rights conferred in the bylaws are not exclusive, and the registrant is authorized to enter into indemnification agreements with its directors, officers, employees and agents and to obtain insurance to indemnify such persons.

The registrant may not retroactively amend or repeal the bylaw or certificate of incorporation provisions to reduce its indemnification obligations to directors, officers, employees and agents.

The registrant's policy is to enter into separate indemnification agreements with each of its directors and executive officers that provide the maximum indemnity allowed to directors and executive officers by Section 145 of the DGCL and that allow for certain additional procedural protections. The registrant also maintains directors and officers insurance to insure such persons against certain liabilities.

These indemnification provisions and the indemnification agreements entered into between the registrant and its officers and directors may be sufficiently broad to permit indemnification of the registrant's officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act.

In connection with the offering of the securities registered hereunder, the registrant has entered into a distribution agreement, pursuant to which the participating financial institutions are obligated, under certain circumstances, to indemnify directors, officers and controlling persons of the registrant against certain liabilities, including liabilities under the Securities Act.

## **Item 16. Exhibits.**

The Exhibit Index filed herewith and appearing immediately after the signature page to this registration statement is incorporated by reference into this Item 16.

**Item 17. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement; and

II-3

## Table of Contents

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;  
*provided, however,* that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
- (i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
- (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.
- (5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

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- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
  - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**Table of Contents****SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California, on this 12th day of April, 2013.

GOOGLE INC.

By: /s/ LARRY PAGE

**Larry Page**

**Chief Executive Officer**

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Larry Page, Patrick Pichette, and David C. Drummond, jointly and severally, as his or her attorney-in-fact, with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this registration statement on Form S-3, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorney-in-fact, or his or her substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

| <b>Signature</b>                             | <b>Title</b>                                                                                            | <b>Date</b>    |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------|
| /s/ LARRY PAGE<br><br>Larry Page             | Chief Executive Officer, Co-Founder and Director ( <i>Principal Executive Officer</i> )                 | April 12, 2013 |
| /s/ PATRICK PICHETTE<br><br>Patrick Pichette | Senior Vice President and Chief Financial Officer ( <i>Principal Financial and Accounting Officer</i> ) | April 12, 2013 |
| /s/ ERIC E. SCHMIDT<br><br>Eric E. Schmidt   | Executive Chairman of the Board of Directors                                                            | April 12, 2013 |
| /s/ SERGEY BRIN<br><br>Sergey Brin           | Co-Founder and Director                                                                                 | April 12, 2013 |
| /s/ L. JOHN DOERR<br><br>L. John Doerr       | Director                                                                                                | April 12, 2013 |
| /s/ DIANE B. GREENE<br><br>Diane B. Greene   | Director                                                                                                | April 12, 2013 |
| /s/ JOHN L. HENNESSY<br><br>John L. Hennessy | Director                                                                                                | April 12, 2013 |



John L. Hennessy

II-5

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**Table of Contents**

|                         |          |                |
|-------------------------|----------|----------------|
| /s/ ANN MATHER          | Director | April 12, 2013 |
| Ann Mather              |          |                |
| /s/ PAUL S. OTELLINI    | Director | April 12, 2013 |
| Paul S. Otellini        |          |                |
| /s/ K. RAM SHRIRAM      | Director | April 12, 2013 |
| K. Ram Shriram          |          |                |
| /s/ SHIRLEY M. TILGHMAN | Director | April 12, 2013 |
| Shirley M. Tilghman     |          |                |

II-6

**Table of Contents****EXHIBIT INDEX**

| <b>Exhibit<br/>Number</b> | <b>Description</b>                                                                                                                                                                                                                                                                                        | <b>Incorporated by reference herein</b>                              |                 |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------|
|                           |                                                                                                                                                                                                                                                                                                           | <b>From</b>                                                          | <b>Date</b>     |
| 1.01                      | Form of Distribution Agreement, dated April 20, 2007, among Google Inc., Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and UBS Securities LLC (Distribution Agreement)                                                                             | Current Report on Form 8-K (File No. 000-50726)                      | April 23, 2007  |
| 1.01.1                    | Amendment No. 1 to the Distribution Agreement among Google Inc. and J.P. Morgan Securities Inc. entered into as of July 20, 2007                                                                                                                                                                          | Quarterly Report on Form 10-Q (File No. 000-50726)                   | August 9, 2007  |
| 1.01.2                    | Amendment Agreement, dated as of July 12, 2011, among Google Inc., Morgan Stanley & Co. LLC, Citigroup Global Markets Inc., Credit Suisse Management LLC, Credit Suisse Securities (USA) LLC, UBS AG, London Branch, and UBS Securities LLC                                                               | Current Report on Form 8-K (File No. 000-50726)                      | July 12, 2011   |
| 1.02                      | Form of Bidding Rules Agreement, dated April 20, 2007, among Google Inc., Morgan Stanley & Co. Incorporated, as Auction Manager and Bidder, Citigroup Global Markets Inc. as Warrant Agent and Bidder and Credit Suisse Securities (USA) LLC and UBS Securities LLC, as Bidders (Bidding Rules Agreement) | Current Report on Form 8-K (File No. 000-50726)                      | April 23, 2007  |
| 1.02.1                    | Amendment No. 1 to the Bidding Rules Agreement among Google Inc. and J.P. Morgan Securities Inc., as Bidder entered into as of July 20, 2007                                                                                                                                                              | Quarterly Report on Form 10-Q (File No. 000-50726)                   | August 9, 2007  |
| 1.03                      | Engagement Letter Agreement with Morgan Stanley & Co. Incorporated                                                                                                                                                                                                                                        | Registration Statement on Form S-3 (File No. 333-142243)             | April 20, 2007  |
| 4.01                      | Fourth Amended and Restated Certificate of Incorporation of Google Inc., as filed on June 22, 2012                                                                                                                                                                                                        | Quarterly Report on Form 10-Q (File No. 000-50726)                   | July 24, 2012   |
| 4.02                      | Amended and Restated Bylaws of Google Inc., effective as of July 18, 2012                                                                                                                                                                                                                                 | Quarterly Report on Form 10-Q (File No. 000-50726)                   | July 24, 2012   |
| 4.03                      | Specimen Class A common stock certificate                                                                                                                                                                                                                                                                 | Registration Statement on Form S-1, as amended (File No. 333-114984) | August 18, 2004 |
| 4.04                      | Form of Warrant Agreement, dated April 20, 2007, among Google Inc., Citigroup Global Markets Inc. as Warrant Agent, and Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., Credit Suisse Management LLC, and UBS AG, London Branch, as Warrantholders (Warrant Agreement)                  | Current Report on Form 8-K (File No. 000-50726)                      | April 23, 2007  |
| 4.05                      | Amendment No. 1 to the Warrant Agreement among Google Inc. and J.P. Morgan Securities Inc., as Warrantholder entered into as of July 20, 2007                                                                                                                                                             | Quarterly Report on Form 10-Q (File No. 000-50726)                   | August 9, 2007  |
| 4.06                      | Google Inc. 2004 Stock Plan, as amended                                                                                                                                                                                                                                                                   | Current Report on Form 8-K (File No. 000-50726)                      | June 7, 2011    |
| 4.07                      | 2004 Stock Plan Form of stock option agreement                                                                                                                                                                                                                                                            | Annual Report on Form 10-K (File No. 000-50726)                      | March 30, 2005  |
| 4.08                      | 2004 Stock Plan Form of restricted stock unit agreement                                                                                                                                                                                                                                                   | Annual Report on Form 10-K (File No. 000-50726)                      | March 30, 2005  |
| 4.09                      | 2004 Stock Plan Amendment to stock option agreements                                                                                                                                                                                                                                                      | Registration Statement on Form S-3 (File No. 333-142243)             | April 20, 2007  |

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|      |                                                 |                                              |                                                                |                |
|------|-------------------------------------------------|----------------------------------------------|----------------------------------------------------------------|----------------|
| 4.10 | 2004 Stock Plan                                 | Form of stock option agreement (TSO Program) | Registration Statement on<br>Form S-3<br>(File No. 333-142243) | April 20, 2007 |
| 5.01 | Opinion of Cleary Gottlieb Steen & Hamilton LLP |                                              | Filed herewith                                                 |                |

II-7

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**Table of Contents**

**Incorporated by reference herein**

| <b>Exhibit<br/>Number</b> | <b>Description</b>                                                                                        | <b>From</b>    | <b>Date</b> |
|---------------------------|-----------------------------------------------------------------------------------------------------------|----------------|-------------|
| 23.01                     | Consent of Independent Registered Public Accounting Firm                                                  | Filed herewith |             |
| 23.02                     | Consent of Cleary Gottlieb Steen & Hamilton LLP (included in Exhibit 5.01 to this registration statement) | Filed herewith |             |
| 24.01                     | Power of Attorney (incorporated by reference to the signature page of this registration statement)        | Filed herewith |             |

II-8