

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

FORM 8-K

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

Date of Report (Date of earliest event reported): July 11, 2013

PROLOGIS, INC.

PROLOGIS, L.P.

(Exact name of registrant as specified in charter)

**Maryland (Prologis, Inc.)
Delaware (Prologis, L.P.)**
(State or other jurisdiction
of Incorporation)

**001-13545 (Prologis, Inc.)
001-14245 (Prologis, L.P.)**
(Commission
File Number)

**94-3281941 (Prologis, Inc.)
94-3285362 (Prologis, L.P.)**
(I.R.S. Employer
Identification No.)

Pier 1, Bay 1, San Francisco, California
(Address of Principal Executive Offices)

94111
(Zip Code)

Registrants' Telephone Number, including Area Code: (415) 394-9000

N/A

(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240 13e-4(c))

Item 1.01 Entry into Material Definitive Agreement and

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On July 11, 2013, Prologis, L.P., a Delaware limited partnership (the “Operating Partnership”), entered into a First Amendment (the “Amendment”) to the Senior Term Loan Agreement dated as of February 2, 2012 (the “Loan Agreement”) among Prologis, Inc., a Maryland corporation (“Prologis”), the Operating Partnership, various affiliates of the Operating Partnership, various lenders and Bank of America, N.A., as Administrative Agent. The Amendment amended the Loan Agreement by (i) changing the definition of “Global Credit Agreement” to refer to the Global Senior Credit Agreement dated as of July 11, 2013 (the “Global Facility”) among Prologis, the Operating Partnership, various affiliates thereof and various lenders and various agents, including Bank of America, as Global Administrative Agent, thereby automatically amending certain covenants, defaults and other provisions (the “Conforming Provisions”) to conform with the Global Facility, and (ii) removing one of the conditions to the possible exercise by the Operating Partnership of an option to a third annual extension of the maturity date of the Loan Agreement if the Operating Partnership elects to exercise the prior two extension options.

In addition, the Global Facility included a modification to the Third Amended and Restated Revolving Credit Agreement (the “Yen Facility”) dated as of June 3, 2011 among Prologis Japan Finance Y.K. (formerly known as AMB Japan Finance Y.K.), as Initial Borrower, the Operating Partnership, as a Guarantor, Prologis, as a Guarantor, the lenders party thereto, and Sumitomo Mitsui Banking Corporation, as Administrative Agent. The modification designated the Global Facility as a “Prologis Credit Agreement” (as defined in the Yen Facility), thereby automatically amending the Conforming Provisions.

The Amendment has been included herewith as Exhibit 10.1 and is incorporated herein by reference.

The Global Facility was filed as Exhibit 10.1 to the 8-K filed on July 15, 2013.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment dated as of July 11, 2013 to the Senior Term Loan Agreement dated as of February 2, 2012 among Prologis, Inc., Prologis, L.P., various affiliates thereof, various lenders and Bank of America, N.A., as Administrative Agent

SIGNATURES

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

Date: July 16, 2013

PROLOGIS, INC.

By: /s/ Michael T. Blair

Name: Michael T. Blair

Title: Managing Director and Deputy General Counsel

Date: July 16, 2013

PROLOGIS, L.P.

**By: Prologis, Inc.,
its General Partner**

By: /s/ Michael T. Blair

Name: Michael T. Blair

Title: Managing Director and Deputy General Counsel

FIRST AMENDMENT

THIS FIRST AMENDMENT dated as of July 11, 2013 (this "Amendment") amends the Senior Term Loan Agreement (the "Loan Agreement") dated as of February 2, 2012 among PROLOGIS, L.P., various affiliates thereof, various lenders, BANK OF AMERICA, N.A., as Administrative Agent, and JPMORGAN CHASE BANK, N.A., as Syndication Agent. Unless otherwise defined herein, capitalized terms used herein have the respective meanings set forth in the Credit Agreement.

WHEREAS, in connection with the effectiveness on the date hereof of the Global Senior Credit Agreement among Prologis, various affiliates thereof, various lenders and various agents, including Bank of America, N.A., as Global Administrative Agent (the "New Global Agreement"), the parties to the Loan Agreement have agreed to amend the references in the Loan Agreement to the "Global Credit Agreement."

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 AMENDMENTS. Upon the effectiveness hereof, the Credit Agreement shall be amended as set forth below.

1.1 Definition of Global Credit Agreement. The definition of Global Credit Agreement is amended in its entirety to read as follows:

"Global Credit Agreement" means the Global Senior Credit Agreement dated as of July 11, 2013 among Prologis, General Partner, various affiliates thereof, various lenders and various agents, including Bank of America, as Global Administrative Agent.

1.2 Conditions to Extension of Maturity Date. Section 3.10.1 is amended in its entirety to read as follows:

Section 3.10.1 Request for Extension. Not earlier than 180 days or later than 30 days prior to the then-current Maturity Date, Prologis may, upon written notice to Administrative Agent (which shall promptly notify Lenders) and satisfaction of the conditions precedent set forth in Section 3.10.2, extend the Maturity Date for an additional year; provided that the Maturity Date may not be extended more than three times pursuant to this Section 3.10.

SECTION 2 EFFECTIVENESS. The amendments set forth in Section 1 above shall become effective on the date on which (a) the Administrative Agent shall have received confirmation (which may be by facsimile or electronic mail) that each party hereto has signed a counterpart of this Amendment and (b) the New Global Agreement has become effective.

SECTION 3 ACKNOWLEDGMENT OF CHANGES TO CONFORMING PROVISIONS. The parties hereto acknowledge that, in accordance with Section 11.1.2 of the Loan Agreement, all Conforming Provisions (as defined in such Section 11.1.2) shall be deemed to be amended to conform to the corresponding provisions of the New Global Agreement.

**First Amendment to Prologis, L.P.
Senior Term Loan Agreement**

SECTION 4 MISCELLANEOUS.

4.1 Continuing Effectiveness, etc. As herein amended, the Loan Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the effectiveness hereof, all references in the Loan and any related document to the “Loan Agreement” or similar terms shall refer to the Loan Agreement as amended hereby.

4.2 Incorporation of Loan Agreement Provisions. The provisions of Sections 11.4 (*Expenses; Indemnity; Damage Waiver*), 11.14 (*GOVERNING LAW; JURISDICTION; ETC.*) and 11.15 (*Waiver of Jury Trial*) are incorporated herein by reference as if set forth in full herein mutatis mutandis.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

PROLOGIS, L.P.:

PROLOGIS, L.P.,
a Delaware limited partnership

By: **Prologis, Inc.**, its sole general partner

By: /s/ Phillip D. Joseph, Jr.

Name: Phillip D. Joseph, Jr.

Title: Managing Director & Treasurer

*Signature Page to First Amendment
(Prologis, L.P. Senior Term Loan Agreement)*

AGENTS:

BANK OF AMERICA, N.A.,
as Administrative Agent and a Lender

By: /s/ Will T. Bowers

Name: Will T. Bowers

Title: Senior Vice President

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(Prologis, L.P. Senior Term Loan Agreement)

JPMORGAN CHASE BANK, N.A.,
as Syndication Agent and a Lender

By: /s/ Brendan M. Poe
Name: Brendan M. Poe
Title: Executive Director

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(Prologis, L.P. Senior Term Loan Agreement)

LENDERS:

THE ROYAL BANK OF SCOTLAND plc,
as a Lender

By: /s/ James Welch
Name: James Welch
Title: Director

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(Prologis, L.P. Senior Term Loan Agreement)

CITIBANK N.A.

as a Lender

By: /s/ John C. Rowland

Name: John C. Rowland

Title: Vice President

*Signature Page to First Amendment
(Prologis, L.P. Senior Term Loan Agreement)*

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as a Lender

By: /s/ Bill O'Daly
Name: Bill O'Daly
Title: Authorized Signatory

By: /s/ Michael D'Onofrio
Name: Michael D'Onofrio
Title: Authorized Signatory

*Signature Page to First Amendment
(Prologis, L.P. Senior Term Loan Agreement)*

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: /s/ George R. Reynolds

Name: George R. Reynolds

Title: Director

By: /s/ Perry Forman

Name: Perry Forman

Title: Director

*Signature Page to First Amendment
(Prologis, L.P. Senior Term Loan Agreement)*

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Janet K. Lee

Name: Janet K. Lee

Title: Vice President

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MORGAN STANLEY MFG SECURITIES CO., LTD.,
as a Lender

By: /s/ Jonathan Kindred
Name: Jonathan Kindred
Title: President and CEO

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THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Christopher Usas

Name: Christopher Usas

Title: Director

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(Prologis, L.P. Senior Term Loan Agreement)*