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): August 22, 2018

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 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

Introductory Note.

This Current Report on Form 8-K is being filed in connection with the consummation on August 22, 2018 (the "Closing Date") of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of April 29, 2018 (the "Merger Agreement"), by and among Prologis, Inc. ("Prologis"), Prologis, L.P. ("Prologis OP" and, together with Prologis, the "Prologis Parties"), DCT Industrial Trust Inc. ("DCT") and DCT Industrial Operating Partnership LP ("DCT Partnership" and, together with DCT, the "DCT Parties"). Pursuant to the Merger Agreement, effective as of August 22, 2018, (a) DCT Partnership merged with and into Prologis OP, with Prologis OP surviving such merger (the "Partnership Merger") and (b) immediately following the Partnership Merger, DCT merged with and into Prologis, with Prologis surviving such merger (the "Company Merger" and, together with the Partnership Merger, the "Mergers"). The following events took place in connection with the consummation of the Mergers:

Item 2.01. Completion of Acquisition or Disposition of Assets.

On August 22, 2018, the Mergers were consummated pursuant to the terms of the Merger Agreement.

Pursuant to the terms of the Merger Agreement, at the effective time of the Company Merger (the "Company Merger Effective Time"), each share of common stock, par value $0.01 per share, of DCT ("DCT Common Stock") issued and outstanding as of immediately prior to the Company Merger Effective Time (other than DCT Common Stock owned by any of the DCT Parties or any of DCT's wholly-owned subsidiaries and each share of DCT Common Stock owned by any of the Prologis Parties or any of their respective wholly-owned subsidiaries) was automatically converted into the right to receive 1.02 (the "Exchange Ratio") validly issued, fully paid and non-assessable shares of common stock, par value $0.01 per share, of Prologis ("Prologis Common Stock", and such consideration, the "Merger Consideration"), together with cash in lieu of fractional shares, without interest, but subject to any withholding required under applicable tax law, upon the terms and subject to the conditions set forth in the Merger Agreement. Approximately 96,212,000 shares of Prologis Common Stock were issued in connection with the Company Merger.

Pursuant to the terms of the Merger Agreement, at the effective time of the Partnership Merger (the "Partnership Merger Effective Time"), each issued and outstanding common unit of limited partnership interest in DCT Partnership ("Partnership OP Unit") (including any Partnership OP Unit issued upon the conversion of limited partnership interests in DCT Partnership granted under the company equity incentive plan and designated as an "LTIP Unit" under the amended and restated agreement of limited partnership of DCT Partnership ("Company LTIP Units")) immediately prior to the Partnership Merger Effective Time was automatically converted into a number of new validly issued limited partnership interests in Prologis OP ("New OP Units") in an amount equal to the Exchange Ratio, and each holder of New OP Units was admitted as a limited partner of Prologis OP as of the Partnership Merger Effective Time in accordance with the terms of the Prologis OP partnership agreement. Any fractional New OP Unit that would otherwise have been issued to any holder of Partnership OP Units was rounded up to the nearest whole number and the holders of Partnership OP Units are not entitled to any further consideration with respect thereto. Approximately 3,557,000 New OP Units were issued in connection with the Partnership Merger.

In accordance with the terms of the Merger Agreement, (a) immediately prior to the Partnership Merger Effective Time, each issued and outstanding (i) unvested Company LTIP Units automatically fully vested in accordance with the applicable existing award agreements and (ii) each vested Company LTIP Unit was automatically converted into a Partnership OP Unit pursuant to the amended and restated agreement of limited partnership of DCT Partnership, (b) immediately prior to the Company Merger Effective Time, each share of DCT Common Stock subject to a restricted stock award fully vested in accordance with the applicable existing award agreements and was cancelled and, at the Company Merger Effective Time, converted automatically into the right to receive the Merger Consideration in respect of each such share of DCT Common Stock, (c) at the Company Merger Effective Time, each phantom share of DCT Common Stock outstanding immediately prior to the Company Merger Effective Time fully vested in accordance with the applicable existing award agreements and was cancelled and converted automatically into the right to receive the Merger Consideration in respect of each share of DCT Common Stock underlying such phantom share, and (d) at the Company Merger Effective Time, each outstanding and unexercised option to purchase DCT Common Stock granted under DCT's equity incentive plan fully vested and terminated and converted into the right to receive a number of shares of Prologis Common Stock, rounded down to

the nearest whole number of shares, equal to (x) 1.02 multiplied by (y) the number of shares of DCT Common Stock obtained by (i) multiplying (A) the number of shares of DCT Common Stock that were subject to such option immediately prior to the company merger effective time by (B) the excess, if any, of the fair market value of a share of DCT Common Stock determined immediately prior to the Company Merger Effective Time over the per share exercise price of such option, and (ii) dividing the resulting amount determined under (i) by the fair market value of a share of DCT Common Stock determined immediately prior to the Company Merger Effective Time.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by the full text of the Merger Agreement, which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

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

The information provided in Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

On the Closing Date, in connection with the consummation of the Mergers, the Prologis Parties and the DCT Parties executed the Second Supplemental Indenture (the "Second Supplemental Indenture") to the Indenture, dated October 9, 2013 (the "Base Indenture"), and the First Supplemental Indenture, dated March 16, 2017 (the "First Supplemental Indenture" and, the Base Indenture as amended and supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), relating to DCT Partnership's 4.500% Senior Notes due 2023 (the "Notes"). Pursuant to the terms of the Second Supplemental Indenture, Prologis OP agreed to assume the payment of the principal of and interest on the Notes and to perform and observe all of the covenants and conditions in the Indenture and to be substituted for DCT Partnership as the issuer under the Indenture. Furthermore, pursuant to the terms of the Second Supplemental Indenture, Prologis agreed to assume, as guarantor, the payment of the principal of and interest on the Notes and to perform and observe all of the covenants and conditions in the Indenture and to be substituted for DCT as the guarantor under the Indenture. As of the Closing Date, the outstanding principal amount of the Notes was approximately $325 million. Additionally, on the Closing Date, Prologis notified the holders of the Notes that all of the Notes will be redeemed on September 21, 2018. The foregoing descriptions of the Indenture and Second Supplemental Indenture do not purport to be complete and are qualified in their entirety by the full text of the Indenture and Second Supplemental Indenture, which are attached hereto as Exhibits 4.1, 4.2 and 4.3 and are incorporated herein by reference.

On the Closing Date, in connection with the consummation of the Mergers, the Prologis Parties delivered Assumption Agreements (the "Assumption Agreements") to the holders of several series of DCT Partnership's privately placed notes (the "DCT Private Notes"). The DCT Private Notes have maturity dates ranging between 2019 and 2028 and interest rates ranging from 3.75% to 6.95% and the aggregate outstanding principal balance of the DCT Private Notes is approximately $604 million. Pursuant to the Assumption Agreements, the Prologis Parties have agreed to assume the due and punctual performance and observance of each covenant and condition of the DCT Parties with respect to the DCT Private Notes. Additionally, on the Closing Date, Prologis notified the holders of the DCT Private Notes that all of the DCT Private Notes will be redeemed on September 21, 2018.

On the Closing Date, upon the consummation of the Mergers, the Prologis Parties succeeded to the obligations of the DCT Parties under the Second Amended and Restated Credit and Term Loan Agreement, dated as of April 8, 2015 (the "DCT Line of Credit"), among DCT Partnership, DCT, as guarantor, the lenders party thereto, and Bank of America, N.A., as administrative agent. The DCT Line of Credit was repaid in full and terminated on the Closing Date following the consummation of the Mergers.

On the Closing Date, upon the consummation of the Mergers, the Prologis Parties succeeded to the obligations of the DCT Parties under the Term Loan Agreement (the "DCT Term Loan"), dated as of December 10, 2015, among DCT Partnership, DCT, as guarantor, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent. The DCT Term Loan was repaid in full and terminated on the Closing Date following the consummation of the Mergers.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under Item 2.03 with respect to the Second Supplemental Indenture is incorporated herein by reference.

Item 5.02. Appointment of Certain Directors; Compensatory Arrangements of Certain Officers.

Pursuant to the Merger Agreement, as of the Company Merger Effective Time, Prologis expanded the board of directors of Prologis from 11 members to 12 members and Philip L. Hawkins, President and Chief Executive Officer of DCT, was appointed as a director as of the Company Merger Effective Time.

Prologis expects to pay annual compensation to Mr. Hawkins equal to $120,000 in cash.

Item 7.01. Regulation FD Disclosure.

On August 22, 2018, Prologis issued a press release announcing the completion of the Merger. A copy of the press release is furnished, not filed, for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and pursuant to Item 7.01 of Form 8-K will not be incorporated by reference into any filing under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial information required by this Item 9.01 is not being filed herewith. It will be filed not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The financial information required by this Item 9.01 is not being filed herewith. It will be filed not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

The following documents have been filed as exhibits to this report and are incorporated by reference herein as described above.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of April 29, 2018, by and among Prologis, Inc., Prologis, L.P., DCT Industrial Trust Inc. and DCT Industrial Operating Partnership LP (incorporated by reference to Exhibit 2.1 to Prologis, Inc's. and Prologis, L.P.'s Form 8-K filed on April 30, 2018)
4.1	Indenture, dated as of October 9, 2013, among DCT Industrial Trust Inc., DCT Industrial Operating Partnership LP, the Subsidiary Guarantors and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to DCT Industrial Trust Inc.'s and DCT Industrial Operating Partnership LP's Form 8-K filed on October 15, 2013)
4.2	First Supplemental Indenture, dated as of March 16, 2017, DCT Industrial Operating Partnership LP, DCT Industrial Trust, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to DCT Industrial Trust Inc.'s and DCT Industrial Operating Partnership LP's Form 8-K filed on Mach 16, 2017)
4.3	Second Supplemental Indenture, dated as of August 22, 2018, among Prologis, Inc., Prologis, L.P., DCT Industrial Trust Inc., DCT Industrial Operating Partnership LP and U.S. Bank National Association, as Trustee
99.1	Press Release, dated August 22, 2018

SIGNATURES

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

PROLOGIS, INC.

Date: August 22, 2018

By: /s/ Michael T. Blair
Name: Michael T. Blair
Title: Managing Director, Deputy General Counsel

PROLOGIS, L.P.
By: Prologis, Inc.,
its General Partner

Date: August 22, 2018

By: /s/ Michael T. Blair
Name: Michael T. Blair
Title: Managing Director, Deputy General Counsel

Exhibit 4.3

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of August 22, 2018, by and among DCT INDUSTRIAL OPERATING PARTNERSHIP LP, a Delaware limited partnership (the "Issuer"), DCT INDUSTRIAL TRUST INC., a Maryland corporation (the "Parent"), PROLOGIS, L.P., a Delaware limited partnership (the "Successor Issuer"), PROLOGIS, INC., a Maryland corporation (the "Successor Guarantor"), and U.S. Bank National Association, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer, the Parent and the other parties thereto have heretofore executed and delivered to the Trustee an Indenture, dated as of October 9, 2013, and the First Supplemental Indenture thereto, dated as of March 16, 2017 (as so supplemented, the "Indenture");

WHEREAS, the Issuer, the Parent, the Successor Issuer and the Successor Guarantor have entered into that certain Agreement and Plan of Merger, dated as of April 29, 2018, pursuant to which (a) the Issuer shall be merged with and into the Successor Issuer (the "Partnership Merger") and (b) the Parent shall be merged with and into the Successor Guarantor (the "Parent Merger" and collectively with the Partnership Merger, the "Mergers");

WHEREAS, Sections 10.01 and 10.03 of the Indenture provide that the Issuer and Guarantor, respectively, may consolidate or merge with or into any other Person subject to the conditions set forth therein;

WHEREAS, Section 9.01 of the Indenture provides that, without the consent of the Holders of the Notes, the Issuer, the Parent, as the Guarantor, and the Trustee may enter into an indenture supplemental to the Indenture to evidence a successor to the Issuer as obligor or to any of the Guarantors as guarantor under the Indenture;

WHEREAS, the Issuer, the Parent, the Successor Issuer and the Successor Guarantor are authorized to execute and deliver this Supplemental Indenture;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, all covenants, conditions and requirements necessary for the execution and delivery of this Supplemental Indenture have been done and performed, and the execution and delivery hereof has been in all respects authorized.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Parent, the Successor Issuer, the Successor Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Indenture. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Assumption of Obligations.

(a) Pursuant to, and in compliance and accordance with, Section 10.01 of the Indenture, the Successor Issuer hereby expressly assumes the payment of the principal of and interest on all of the Notes and the due and punctual performance and observance of all of the covenants and conditions in the Indenture.

(b) Pursuant to, and in compliance and accordance with, Section 10.02 of the Indenture, the Successor Issuer succeeds to and is substituted for the Issuer, with the same effect as if the Successor Issuer had originally been named in the Indenture as the Issuer.

(c) Pursuant to, and in compliance and accordance with, Section 10.03 of the Indenture, the Successor Guarantor hereby expressly assumes the payment of the principal of and interest on all of the Notes, as Guarantor, and the due and punctual performance and observance of all of the covenants and conditions in the Indenture.

(d) Pursuant to, and in compliance and accordance with, Section 10.04 of the Indenture, the Successor Guarantor succeeds to and is substituted for the Parent, with the same effect as if the Successor Guarantor had originally been named in the Indenture as the Parent.

3. Conditions of Effectiveness. This Supplemental Indenture has been executed and delivered immediately prior to the effectiveness of the Partnership Merger; provided that, notwithstanding anything in this Supplemental Indenture to the contrary, this Supplemental Indenture shall become effective as to the Successor Issuer simultaneously with the effectiveness of the Partnership Merger and effective as to the Successor Guarantor simultaneously with the effectiveness of the Parent Merger; provided, however, that:

(a) the Trustee shall have executed a counterpart of this Supplemental Indenture and shall have received one or more counterparts of this Supplemental Indenture executed by the Issuer, the Parent, the Successor Issuer and the Successor Guarantor;

(b) the Successor Issuer shall have duly executed and filed a certificate of merger with the Secretary of State of the State of Delaware in connection with the Partnership Merger and the effective time of the Partnership Merger established under such certificate shall have occurred;

(c) the Parent and the Successor Guarantor shall have duly executed and filed articles of merger with the Maryland State Department of Assessments and Taxation in connection with the Parent Merger, such articles of merger shall have been accepted for record by the Maryland State Department of Assessments and Taxation and the effective time of the Parent Merger established under such articles shall have occurred.

In addition, concurrently with the execution and delivery of this Supplemental Indenture, the Trustee acknowledges that it has received (x) an Officers' Certificate from each of the Parent (on behalf of itself and on behalf of the Issuer) and the Successor Guarantor (on behalf of itself and on behalf of the Successor Issuer) stating that (i) the Mergers comply with Article X of the Indenture and that all conditions precedent therein provided for relating to the Mergers have been complied with and (ii) this Supplemental Indenture complies with the requirements of Article IX of the Indenture and is authorized and permitted by the Indenture and (y) an Opinion of Counsel stating that (i) the Mergers comply with Article X of the Indenture and that all conditions precedent therein provided for relating to the Mergers have been complied with and (ii) this Supplemental Indenture complies with Article IX of the Indenture and is authorized and permitted by the Indenture.

4. Representations and Warranties.

(a) The Successor Issuer represents and warrants that (i) it has all necessary power and authority to execute and deliver this Supplemental Indenture and to perform the Indenture, (ii) it will be the successor of the Issuer pursuant to the Partnership Merger effected in accordance with applicable law, (iii) it is a limited partnership organized and existing under the laws of the State of Delaware and (iv) this Supplemental Indenture is executed and delivered pursuant to Section 9.01(a) and Article X of the Indenture and does not require the consent of the Holders of the Notes.

(b) The Successor Guarantor represents and warrants that (i) it has all necessary power and authority to execute and deliver this Supplemental Indenture and to perform the Indenture, (ii) it will be the successor of the Parent pursuant to the Parent Merger effected in accordance with applicable law, (iii) it is a corporation organized and existing under the laws of the State of Maryland and (iv) this Supplemental Indenture is executed and delivered pursuant to Section 9.01(a) and Article X of the Indenture and does not require the consent of the Holders of the Notes.

5. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended and supplemented hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

6. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any laws other than the laws of the State of New York.

7. Severability. In case any one or more of the provisions in this Supplemental Indenture shall be held invalid, illegal or unenforceable in any jurisdiction, in any respect for any reason, the validity, legality and enforceability of any such provision in every other jurisdiction and in every other respect, and of the remaining provisions, shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

8. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or email (in PDF format or otherwise) shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or email (in PDF format or otherwise) shall be deemed to be their original signatures for all purposes.

9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

10. The Trustee. The recitals contained herein shall be taken as the statements of the Issuer, the Parent, the Successor Issuer and the Successor Guarantor, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Indenture as of the day and year first above written.

DCT INDUSTRIAL OPERATING PARTNERSHIP LP

By DCT Industrial Trust Inc., its general partner

By: /s/ John G. Spiegleman
Name: John G. Spiegleman
Title: Executive Vice President and General Counsel

DCT INDUSTRIAL TRUST INC.

By: /s/ John G. Spiegleman
Name: John G. Spiegleman
Title: Executive Vice President and General Counsel

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

PROLOGIS, INC.

By: /s/ Michael T. Blair
Name: Michael T. Blair
Title: Managing Director and Deputy General Counsel

U.S. BANK NATIONAL ASSOCIATION, As Trustee

By: /s/ Michael McGuire
Name: Michael McGuire
Title: Vice President

Exhibit 99.1

FOR IMMEDIATE RELEASE

Prologis Completes $8.5 Billion Acquisition of DCT Industrial Trust

SAN FRANCISCO, August 22, 2018 — Prologis, Inc. (NYSE: PLD), the global leader in logistics real estate, today announced it has completed its all-stock acquisition of DCT Industrial Trust Inc. (NYSE: DCT) for $8.5 billion, including the assumption of debt.

In connection with the transaction, each share of DCT common stock was converted into 1.02 shares of Prologis common stock.

The DCT portfolio is highly complementary to Prologis' existing portfolio in terms of product quality, location and growth potential. The DCT portfolio includes the following:

- 71 million square foot owned and managed operating portfolio
- 7.5 million square feet of development, redevelopment and value-added projects
- 305 acres of land in pre-development with an estimated build-out potential of over 4.5 million square feet and 131 acres of land under contract, or option, with a build-out potential of over 1.6 million square feet

The acquisition expands Prologis' presence in the high-growth U.S. markets of Southern California, the San Francisco Bay Area, Seattle and South Florida. As a result of the closely aligned portfolios and business strategies, the combined company expects immediate corporate G&A savings and significant scale economies within its operating portfolio. The company also expects to extract additional value from the platform initiatives currently underway at Prologis.

"We have tremendous respect and admiration for what the DCT team has accomplished in transforming their organization into a premier logistics company," said Hamid R. Moghadam, chairman and chief executive officer, Prologis. "They have created significant value through thoughtful market realignment, strong operating performance and smart development. Going forward, the combination of the portfolios will enable our shareholders to benefit from significant synergies and increased customer mindshare."

Prologis will refinance $1.8 billion of DCT's debt, of which approximately $850 million was paid off at closing with the remainder to be retired in the third quarter of 2018. The company expects the blended interest rate associated with the refinancings to be approximately 2.5%, generating an estimated $38 million in annual interest savings. The cumulative interest savings will more than offset the estimated $58 million of one-time debt extinguishment costs related to the refinancing activity. The total transaction costs are expected to be approximately $80 million, with the majority of the costs incurred by Prologis being capitalized.

The acquisition is expected to be accretive to 2018 core funds from operations* (Core FFO) per diluted share by $0.02, in line with the previously estimated Core FFO* per diluted share accretion of $0.06-$0.08 on an annualized basis. As a result, Prologis has increased its 2018 Core FFO* guidance range to $3.00 to $3.04 per diluted share from $2.98 to $3.02 per diluted share.

The acquisition is expected to be dilutive to net earnings per diluted share primarily due to the impact of non-cash real estate depreciation. As a result, Prologis has decreased its full-year 2018 net earnings guidance range to $2.67 to $2.73 per diluted share from $2.80 to $2.86 per diluted share.

Effective immediately, former DCT president and chief executive officer Philip L. Hawkins has joined the Prologis board of directors.

For more information, visit Prologis' Investor Relations page at www.ir.prologis.com.

About Prologis

Prologis, Inc. is the global leader in logistics real estate with a focus on high-barrier, high-growth markets. As of June 30, 2018, and inclusive of the DCT acquisition on August 22, 2018, the company owned or had investments in, on a wholly owned basis or through co-investment ventures, properties and development projects expected to total approximately 756 million square feet (75 million square meters) in 19 countries. Prologis leases modern distribution facilities to a diverse base of approximately 5,500 customers across two major categories: business-to-business and retail/online fulfillment.

CONTACTS:

Investors: Tracy Ward, Tel: +1 415 733 9565, tward@prologis.com, San Francisco
Media: Jason Golz, Tel: +1 415 733 9439, jgolz@prologis.com, San Francisco

Forward-Looking Statements

The statements in this document that are not historical facts are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements are based on current expectations, estimates and projections about the industry and markets in which we operate as well as management's beliefs and assumptions. Such statements involve uncertainties that could significantly impact our financial results. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates" and variations of such words and similar expressions are intended to identify such forward-looking statements, which generally are not historical in nature. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future — including statements relating to rent and occupancy growth, development activity and changes in sales or contribution volume of properties, disposition activity, general conditions in the geographic areas where we operate, our debt, capital structure and financial position, our ability to form new co-investment ventures and the availability of capital in existing or new co-investment ventures — are forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Although we believe the expectations reflected in any forward-looking statements are based on reasonable assumptions, we can give no assurance that our expectations will be attained and therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. Some of the factors that may affect outcomes and results include, but are not limited to: (i) national, international, regional and local economic climates, (ii) changes in financial markets, interest rates and foreign currency exchange rates, (iii) increased or

unanticipated competition for our properties, (iv) risks associated with acquisitions, dispositions and development of properties, (v) maintenance of real estate investment trust status, tax structuring and income tax rates (vi) availability of financing and capital, the levels of debt that we maintain and our credit ratings, (vii) risks related to our investments in our co-investment ventures, including our ability to establish newco-investment ventures and funds, (viii) risks of doing business internationally, including currency risks, (ix) environmental uncertainties, including risks of natural disasters, and (x) those additional factors discussed in reports filed with the Securities and Exchange Commission by us under the heading "Risk Factors." We undertake no duty to update any forward-looking statements appearing in this document.

*This is a non-GAAP financial measure. Please refer to our Second Quarter 2018 Supplemental Information Report for our definition of Core FFO and a reconciliation to the most directly comparable GAAP measure available on our website at www.ir.prologis.com and the SEC's website at www.sec.gov.