

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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): February 3, 2017**

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**PROLOGIS, INC.  
PROLOGIS, L.P.**  
(Exact name of registrant as specified in charter)

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**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  
IdentificationNo.)

**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.)

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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))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On February 3, 2017, we executed a letter agreement with our Chief Executive Officer, Hamid R. Moghadam, which, with respect to any equity award granted to him under our incentive plans or programs after January 1, 2017, (1) made him ineligible for any accelerated, full or modified vesting pursuant to retirement eligibility requirements of any applicable plan or award and (2) for so long as Mr. Moghadam continues to provide services as an employee or member of the board of directors, or substantive services as a consultant, independent contractor or agent to us or related companies (as defined in the agreement), vesting shall continue in accordance with the applicable plan and award document, as if he were providing continuous services as our employee for so long as such service relationship continues.

The letter agreement between Prologis, Inc. and Mr. Moghadam is included herewith as Exhibit 10.1, and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement dated February 3, 2017 by and between Prologis, Inc. and Hamid R. Moghadam

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**SIGNATURES**

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

Date: February 3, 2017

**PROLOGIS, INC.**

By: /s/ Deborah K. Briones  
Name: Deborah K. Briones  
Title: SVP, Associate General Counsel

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

Date: February 3, 2017

By: /s/ Deborah K. Briones  
Name: Deborah K. Briones  
Title: SVP, Associate General Counsel

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**Exhibit Index**

<b>Exhibit No.</b>	<b>Description</b>
10.1	Letter Agreement dated February 3, 2017 by and between Prologis, Inc. and Hamid R. Moghadam

Exhibit 10.1

February 3, 2017

Hamid R. Moghadam  
Chairman and Chief Executive Officer  
Prologis, Inc.  
Pier 1, Bay 1  
San Francisco, California 94111

Re: **Retirement Eligibility and Vesting of Equity-Based Awards**

This letter agreement (“**Agreement**”) relates to any equity awards granted to you (directly or into a trust for your direct or indirect benefit) after January 1, 2017 (collectively, the “**Awards**”) under any Prologis, Inc. (the “**Company**”) incentive equity plan or program (each a “**Plan**”), including, without limitation any Awards granted under: (i) the Prologis, Inc. 2012 Long-Term Incentive Plan (the “**2012 Incentive Plan**”); (ii) the Prologis, Inc. 2016 Outperformance Plan (the “**POP Program**”), and (iii) the Second Amended and Restated Prologis Promote Plan (the “**Promote Plan**”), all as amended and/or restated from time to time.

Awards subject to this Agreement may consist of any of the following: (i) partnership interests intended to be treated as profits interests under the Internal Revenue Code (“**LTIP Units**”), which are convertible into common units (“**Common Units**”) of Prologis, L.P., which in turn are redeemable for cash or, at the Company’s option, shares of common stock of the Company (“**Common Shares**”); (ii) restricted Common Shares; (iii) options to acquire Common Shares; or (iv) any other restricted stock unit award and other incentive compensation award denominated in Common Shares, Common Units, LTIP Units or other equity securities or interests of the Company or any related company provided under a Plan; unless the specific award agreement, letter or other document that names you as the Award recipient (“**Individual Award Agreement**”) (as opposed to the plan or program under which an award was generally granted, including the 2012 Incentive Plan, POP Program or the Promote Plan themselves) expressly refers to this Agreement and provides that the terms of the Individual Award Agreement shall govern the treatment of that Award with respect to matters covered by this Agreement to the exclusion of this Agreement. For the avoidance of doubt, the intent of the foregoing is that this Agreement will govern the matters covered herein with respect to the Awards notwithstanding conflicting or contrary provisions set forth in the applicable Plan or in any employment or other agreement, retirement arrangements, programs or policy.

You and the Company hereby agree that with respect to any Award:

- (i) You will not be eligible for accelerated, full or modified vesting as a result of becoming eligible to retire or retiring pursuant to the retirement eligibility requirements of any applicable Plan or Award; and

- (ii) For so long as you continue to provide services as an employee or member of the board of directors, or substantive services as a consultant, independent contractor or agent to (i) the Company; (ii) any corporation, partnership, joint venture or other entity during any period in which a controlling interest in such entity is owned, directly or indirectly, by the Company (or any entity that is a successor to the Company) or (iii) any other business venture designated by the Compensation Committee of the Board of Directors of the Company (the “**Committee**”) in which the Company (or any entity that is a successor to the Company) has, directly or indirectly, a significant interest (whether through the ownership of securities or otherwise) as determined in the discretion of the Committee (any entity described in clauses (i)-(iii), a “**Related Company**”), vesting (whether time-based, performance-based or a combination thereof) in accordance with the terms of the applicable Plan, as set forth in the applicable Award documents, shall continue as if you were providing continuous services as an employee of the Company for so long as such service relationship continues.

The foregoing is not intended to have, and shall not have, any impact on any provision of any Plan or Award relating to termination of employment upon any circumstances other than your voluntary retirement following satisfaction of the applicable retirement eligibility requirements set forth in the applicable Plan or Award.

This Agreement shall apply without interruption to the vesting of Awards in the event of successive changes in role, such as, for example, where a particular service relationship meeting the conditions set forth above ceases and another service relationship meeting the conditions set forth above begins. The continuity of a service relationship shall not be considered interrupted in the case of: (i) approved leaves of absence (including medical or personal leave), (ii) transfers among the Company and any Related Company, or their respective successors, or (iii) with the consent of the Committee, any other change in status.

This Agreement represents the entire agreement and understanding between the parties hereto as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in a writing that is signed by duly authorized representatives of the parties hereto.

PROLOGIS, INC.

By: /s/ Thomas S. Olinger  
Name: Thomas S. Olinger  
Title: Chief Financial Officer

Agreed and accepted this 3rd day of February, 2017

/s/ Hamid R. Moghadam  
Hamid R. Moghadam