
**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)

March 8, 2013

PALO ALTO NETWORKS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-35594
(Commission File Number)

20-2530195
(IRS Employer
Identification No.)

3300 Olcott Street
Santa Clara, California 95054
(Address of principal executive offices, including zip code)

(408) 753-4000
(Registrant's telephone number, including area code)

Not Applicable
(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))
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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.

In January 2012, the Board of Directors of Palo Alto Networks, Inc. (the "Company") approved restricted stock awards of 75,000 shares of the Company's common stock for each of Nir Zuk and Rajiv Batra (each, a "Restricted Stock Award"). Each Restricted Stock Award was granted for a zero purchase price and vests based on a continued service condition over a period of four years from January 10, 2012, with 25% of the shares subject to each Restricted Stock Award vesting on January 10, 2013 and 4,687 shares expected to vest each quarter thereafter until full vesting occurs on January 10, 2016.

On March 8, 2013, the Company and each of Messrs. Zuk and Batra amended the Restricted Stock Awards in order to allow each of Messrs. Zuk and Batra to satisfy tax withholding obligations by selling shares through such means as the Company may determine, including sales in broker-assisted transactions.

Copies of the Amendment to Restricted Stock Agreement with each of Messrs. Zuk and Batra are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Restricted Stock Agreement, dated as of March 8, 2013, by and between the Company and Nir Zuk.
10.2	Amendment to Restricted Stock Agreement, dated as of March 8, 2013, by and between the Company and Rajiv Batra.

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.

PALO ALTO NETWORKS, INC.

By: /s/ Mark D. McLaughlin
Mark D. McLaughlin
President and Chief Executive Officer

Date: March 11, 2013

EXHIBIT INDEX

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PALO ALTO NETWORKS, INC.

AMENDMENT TO RESTRICTED STOCK AGREEMENT

This Amendment to Restricted Stock Agreement (the "**Amendment**") is made as of the date last signed below, by and between Palo Alto Networks, Inc. (the "**Company**") and Nir Zuk (the "**Participant**" and together with the Company, the "**Parties**").

WHEREAS, on January 10, 2012 (the "**Grant Date**"), the Company granted Participant an award of restricted stock (the "**Restricted Stock Award**") covering 75,000 shares of the Company's common stock ("**Shares**") pursuant to the Company's 2005 Equity Incentive Plan (the "**Plan**") and a restricted stock agreement thereunder (the "**Restricted Stock Agreement**"); and

WHEREAS, the Parties desire to amend the Restricted Stock Agreement to clarify the ability of Participant to satisfy tax withholding obligations.

NOW, THEREFORE, BE IT RESOLVED, the Parties hereby agree that the Restricted Stock Agreement is amended as follows:

1. **Tax Withholding**. The Plan and/or the Restricted Stock Agreement is amended so that Participant may satisfy the tax withholding obligations related to the vesting and settlement of the Shares subject to the Restricted Stock Award by selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The Company may in its discretion require that Participant satisfies tax withholding obligations related to any Company equity award in accordance with method prescribed in the previous sentence.

2. **Full Force and Effect**. To the extent not expressly amended hereby, the Plan and Restricted Stock Agreement shall remain in full force and effect.

3. **Headings**. The section headings in this Amendment are inserted only as a matter of convenience, and in no way define, limit or interpret the scope of this Amendment or of any particular section.

4. **Counterparts**. This Amendment may be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **Entire Agreement**. This Amendment, together with the Restricted Stock Agreement and the Plan, represent the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes in its entirety all prior or contemporaneous agreements, whether written or oral. No waiver, alteration or modification of any of the provisions of this Amendment shall be binding, unless in writing and signed by duly authorized representatives of the Parties.

6. **Governing Law**. This Amendment shall be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

IN WITNESS WHEREOF, this Amendment has been entered into as of the date last set forth below.

PALO ALTO NETWORKS, INC.

By: /s/ Jeffrey True
Name: Jeffrey True
Title: Vice President & General Counsel
Date: March 8, 2013

PARTICIPANT

By: /s/ Nir Zuk
Name: Nir Zuk
Date: March 8, 2013

PALO ALTO NETWORKS, INC.

AMENDMENT TO RESTRICTED STOCK AGREEMENT

This Amendment to Restricted Stock Agreement (the "**Amendment**") is made as of the date last signed below, by and between Palo Alto Networks, Inc. (the "**Company**") and Rajiv Batra (the "**Participant**" and together with the Company, the "**Parties**").

WHEREAS, on January 10, 2012 (the "**Grant Date**"), the Company granted Participant an award of restricted stock (the "**Restricted Stock Award**") covering 75,000 shares of the Company's common stock ("**Shares**") pursuant to the Company's 2005 Equity Incentive Plan (the "**Plan**") and a restricted stock agreement thereunder (the "**Restricted Stock Agreement**"); and

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PALO ALTO NETWORKS, INC.

By: /s/ Jeffrey True
Name: Jeffrey True
Title: Vice President & General Counsel
Date: March 8, 2013

PARTICIPANT

By: /s/ Rajiv Batra
Name: Rajiv Batra
Date: March 8, 2013