
**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**

**June 25, 2013 (June 25, 2013)
Date of Report (Date of earliest event reported)**

FIRST INDUSTRIAL REALTY TRUST, INC.

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

1-13102
(Commission File Number)

36-3935116
(I.R.S. Employer
Identification No.)

**311 S. Wacker Drive, Suite 3900
Chicago, Illinois 60606**
(Address of principal executive offices, zip code)

(312) 344-4300
(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))
-
-

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

On June 25, 2013, the Board of Directors (the “Board”) of First Industrial Realty Trust, Inc. (the “Company”) adopted the 2013 Long-Term Incentive Program (the “2013 LTIP”), effective as of July 1, 2013, for the benefit of certain officers and employees of the Company and authorized two separate grants under the 2013 LTIP to be made to certain officers and employees effective as of July 1, 2013 (the “Award Grants”).

2013 Long-Term Incentive Program

Upon recommendation from the Compensation Committee of the Board, the Board adopted the 2013 LTIP under the First Industrial Realty Trust, Inc. 2011 Stock Incentive Plan, as amended, and any successor plan (the “2011 SIP”). The purpose of the 2013 LTIP is to provide incentives for the achievement of longer-term sustained value creation metrics and retention by focusing on longer-term fundamentals.

A copy of the 2013 LTIP is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Awards under the 2013 LTIP

Each Award Grant will be granted pursuant to a Performance Unit Award Agreement (each, an “Award Agreement”) under the 2013 LTIP, whereby each grantee will be issued a specified number of performance units (“Performance Units”), each of which represents the right to receive, upon vesting, one share of the Company’s common stock plus dividend equivalents representing any dividends that have accrued with respect to such share after the issuance of the Performance Units and prior to the date of vesting.

The Performance Units and associated dividend equivalents granted, effective as of July 1, 2013, will vest based upon the relative total shareholder return of the Company’s common stock as compared to the MSCI U.S. REIT Index and the NAREIT Industrial Index over the pre-established performance measurement period. The performance period for each of the two Award Grants begins on July 1, 2013. The performance period for the first Award Grant ends on June 30, 2014 and the performance period for the other Award Grant ends on December 31, 2015.

In the event of a change of control of the Company, the grantee shall become vested in the number of Performance Units based on the level of achievement of the applicable performance targets through the date of the change of control. In the event of a termination of a grantee’s employment due to death or disability, the grantee shall become vested in a pro rata number of Performance Units based on the level of achievement of the applicable performance targets through the date of death or disability. In the event of a termination of a grantee’s employment due to voluntary retirement, the grantee shall become vested in a pro rata number of Performance Units based on the level of achievement of the applicable performance targets through the end of the original performance period.

All vested Performance Units and dividend equivalents will be settled in shares of the Company’s common stock. Only those dividend equivalents that have accrued prior to the vesting date with respect to the shares underlying the Performance Units that actually vest will be paid to grantee upon vesting.

A copy of the form Award Agreement is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Industrial Realty Trust, Inc. 2013 Long-Term Incentive Program
10.2	Form of Performance Unit Award Agreement

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.

FIRST INDUSTRIAL REALTY TRUST, INC

Date: June 25, 2013

By: /s/ John W. Lee
John W. Lee
General Counsel

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Industrial Realty Trust, Inc. 2013 Long-Term Incentive Program
10.2	Form of Performance Unit Award Agreement

FIRST INDUSTRIAL REALTY TRUST, INC.

2013 LONG-TERM INCENTIVE PROGRAM

Section 1. General Purpose of the Program; Definitions.

The name of the program is the First Industrial Realty Trust, Inc. 2013 Long-Term Incentive Program (the “**Program**”). The Program is adopted pursuant to the First Industrial Realty Trust, Inc. 2011 Stock Incentive Plan, as amended, or any successor plan (the “**2011 Plan**”) to encourage and enable Service Providers to First Industrial Realty Trust, Inc. (the “**Company**”) and its Affiliates and Subsidiaries upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business to acquire a proprietary interest in the Company.

Capitalized terms not otherwise defined in the Program have the meanings ascribed to such terms in the 2011 Plan. The following terms shall be defined as set forth below:

“**Award**” means a grant of Performance Units under the Program.

“**Award Agreement**” means the document that evidences the terms and conditions of an Award. Such document shall be referred to as an agreement regardless of whether a grantee’s signature is required.

“**Participant**” means each Service Provider who is granted, and currently holds, an Award in accordance with the provisions of the Program.

“**Performance Unit**” is defined in **Section 5(a)** below.

Section 2. Administration of Program.

The terms and conditions regarding administration of the Program shall be the same as the terms and conditions regarding administration of the 2011 Plan. The Program shall be administered (a) by the same Committee as the Committee that administers the 2011 Plan and (b) in the same manner that the 2011 Plan is administered. The Committee shall have the same power, authority and responsibility under the Program that it has under the 2011 Plan.

Section 3. Awards.

(a) General. Each Award shall be subject to all of the terms and conditions of the 2011 Plan, the Program, the applicable Award Agreement and such additional terms and conditions as the Committee may provide with respect to such Award. Awards under the Program shall be considered “Awards” for purposes of the 2011 Plan.

(b) 2011 Plan Governs. In the event of any discrepancy between the 2011 Plan and the Program or an Award Agreement or Award, the 2011 Plan shall control with respect to such discrepancy. The 2011 Plan is hereby incorporated by reference in its entirety into the Program.

Section 4. Eligibility.

The terms and conditions regarding eligibility for participation in the Program shall be the same as the terms and conditions regarding eligibility for participation in the 2011 Plan.

Section 5. Performance Units.

(a) Nature of Awards. The Committee may grant Performance Units to Service Providers under the Program. A “**Performance Unit**” is an award under the Program evidencing the right of the recipient to receive an equivalent number of shares of Stock on a specific date or upon the attainment of pre-established performance goals, objectives and other conditions as determined and specified by the Committee at the time of grant. Conditions may be based on achievement of pre-established performance goals and objectives relative to a given performance period. A Performance Unit may be granted to a Service Provider by the Committee in lieu of any compensation due to such Service Provider.

(b) Acceptance of Award. A Participant who is granted an Award shall have no rights with respect to the Award unless the Participant accepts the Award within sixty (60) days (or such shorter date as the Committee may specify) following the grant date of the Award by executing and delivering to the Company an Award Agreement.

(c) Rights as a Shareholder. A Participant, by virtue of receiving Performance Units, shall have no right to receive dividends or distributions with respect to any shares of Stock, or vote any shares of Stock, prior to the delivery of Stock pursuant to the terms and conditions of the Award. Notwithstanding the foregoing, unless otherwise provided by the Committee and reflected in the Award Agreement, the Participant shall have the right to receive additional shares of Stock (the “Dividend Stock”) equal in value (calculated using the closing price on the vesting date of the Performance Units) to any cash dividends and property dividends paid with respect to the shares underlying the Performance Units that vest in accordance with their terms; *provided, however*, that no such shares of Dividend Stock shall be payable to or for the benefit of the Participant with respect to record dates for cash dividends or property dividends occurring before the grant date of the Performance Units or on or after the date, if any, on which the Participant has forfeited the Performance Units or the Award has been settled in shares of Stock. Dividend Stock issued pursuant to this **Section 5(c)** shall be delivered simultaneously with the delivery of the shares underlying the vested Performance Units.

(d) Restrictions. Performance Units may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein.

(e) Vesting of Performance Units. The Committee at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Performance Units and the Company’s right of repurchase or forfeiture shall lapse. Upon such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the Performance Units on which all restrictions have lapsed shall no longer be restricted and shall be deemed “vested,” and, unless otherwise provided by the Committee and reflected in the Award Agreement, the Participant shall be entitled to shares of Stock equal to the number of vested Performance Units.

Unless otherwise provided by the Committee and reflected in the Award Agreement, the newly acquired shares of Stock shall be acquired by the Participant free and clear of any restrictions except as may be imposed under applicable law, if any.

Section 6. Performance Awards.

If the Committee determines that an Award is intended to qualify as “performance-based compensation” for purposes of Section 162(m) of the Code, the grant, vesting and/or settlement of such Award shall be contingent upon achievement of pre-established performance goals and other terms and conditions set forth in Section 9 of the 2011 Plan and such Award shall be considered a Performance Award under the 2011 Plan.

Section 7. Amendments and Termination.

(a) General. The Committee may, as permitted by law, at any time amend or discontinue the Program and the Committee may at any time amend or cancel any outstanding Award, but no such action shall adversely affect rights under any outstanding Award without the holder’s consent and no amendment shall (i) materially increase the benefits accruing to Participants; (ii) materially increase the aggregate number of securities that may be issued under the Program, or (iii) materially modify the requirements for participation in the Program, unless the amendment under (i), (ii) or (iii) immediately above is approved by the Company’s stockholders.

(b) Amendment to Conform to Law. Notwithstanding any provision in the Program or any Award Agreement to the contrary, the Committee may amend the Program or an Award Agreement, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Program or the Award Agreement to any present or future law relating to plans of this or similar nature. By accepting an Award, each Participant shall be deemed to have agreed with and consented to any amendment made pursuant to this **Section 7** without further consideration or action.

Section 8. Change of Control Provisions.

Upon the occurrence of a Change of Control, Awards shall be treated in accordance with the applicable Award Agreement.

Section 9. Effective Date of Program.

The Program shall become effective July 1, 2013.

Section 10. Governing Law.

THE PROGRAM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF, EXCEPT TO THE EXTENT SUCH LAWS ARE PREEMPTED BY FEDERAL LAWS.

FIRST INDUSTRIAL REALTY TRUST, INC.
2013 LONG-TERM INCENTIVE PROGRAM
PERFORMANCE UNIT AWARD AGREEMENT

THIS PERFORMANCE UNIT AWARD AGREEMENT (“**Award Agreement**”) is made and entered into as of [DATE] (the “**Grant Date**”), by and between First Industrial Realty Trust, Inc. (the “**Company**”) and (the “**Grantee**”).

WHEREAS, the Company maintains the First Industrial Realty Trust, Inc. 2013 Long-Term Incentive Program, as amended (the “**Program**”), which has been adopted pursuant to the First Industrial Realty Trust, Inc. 2011 Stock Incentive Plan, as amended (the “**2011 Plan**”), and which, together with the 2011 Plan, is incorporated into and forms a part of this Award Agreement;

WHEREAS, the Grantee has been selected by the Committee to receive an Award under the Program; and

WHEREAS, this Award Agreement is subject to the terms of the Program and the 2011 Plan, and capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Program, and if not otherwise defined in the Program, then in the 2011 Plan.

NOW, THEREFORE, in consideration of the foregoing and the premises and mutual covenants contained herein, and for other good and valuable consideration, the Company and the Grantee hereby agree, freely and with full knowledge and consent, as follows:

1. Grant. The Company hereby grants to the Grantee () Performance Units pursuant to the Program (“**Award**”) as of the Grant Date. Each Performance Unit represents the right of the Grantee to receive in the future, subject to the terms and conditions set forth in this Award Agreement, the Program and the 2011 Plan, one (1) share of Stock once the Performance Period ends. Until the expiration of the Performance Period, the Performance Units shall be credited to the Grantee in an unfunded bookkeeping account established for the Grantee by the Company.

2. Vesting and Forfeiture of Performance Units.

(a) The Performance Units shall be eligible to become vested as of the last day of the period beginning on [DATE] and ending on [DATE] (the “**Performance Period**”), based on the level of achievement of the applicable performance targets set forth hereto in **Exhibit A** (the “**Performance Targets**”).

(b) Except as otherwise provided in this **Section 2**, the Grantee shall forfeit any unvested Performance Units as of the Grantee’s Termination of Service.

(c) Upon the Grantee’s Termination of Service due to the Grantee’s Disability or death, the Performance Period shall end (notwithstanding **Section 2(a)** above) and the Grantee shall become vested in a number of Performance Units based on the level of

achievement of the Performance Targets through such Termination of Service, multiplied by a fraction, the numerator of which is the number of days completed in the Performance Period through the Termination of Service and the denominator of which is the total number of days in the original Performance Period.

(d) Upon the Grantee's Termination of Service due to the Grantee's Retirement, the Grantee shall become vested in a number of Performance Units based on the level of achievement of the Performance Targets through such Performance Period in accordance with **Section 2(a)** above, multiplied by a fraction, the numerator of which is the number of days completed in the Performance Period through the Termination of Service and the denominator of which is the total number of days in the Performance Period.

(e) Upon the consummation of a Change of Control prior to the Grantee's Termination of Service, the Performance Period shall end (notwithstanding **Section 2(a)** above) and the Grantee shall become vested in a number of Performance Units based on the level achievement of the Performance Targets through the date of consummation of the Change of Control.

(f) "**Retirement**" means the Grantee's voluntary Termination of Service on or after the date the Grantee reaches age sixty-two (62) and has completed five (5) consecutive years of service with the Company or an Affiliate or Subsidiary.

(g) All calculations, valuations, determinations and the like regarding the level of achievement of the Performance Targets shall be made by the Committee in its sole discretion.

3. Share Delivery. Delivery of Stock or other amounts under this Award Agreement and the Program shall be subject to the following:

(a) As soon as practicable following the end of the Performance Period (which, for purposes of **Section 2(c)** above shall be the date of the applicable Termination of Service, for purposes of Section 2(d) above shall be the end of the applicable Performance Period, and for purposes of **Section 2(e)** above shall be the date of the Change of Control), but in no event later than sixty (60) days following the end of the Performance Period, one (1) share of Stock shall be issued to the Grantee in respect of each vested Performance Unit; *provided, however*, that, with respect to each Performance Unit that vests pursuant to **Section 2(e)** above that constitutes Deferred Compensation, settlement of such Performance Unit shall occur upon (i) the consummation of the Change of Control if such Change of Control constitutes a "change in control event" within the meaning of Section 409A of the Code (each, a "**409A Change in Control Event**") or (ii) if such Change of Control does not constitute a 409A Change in Control Event, the earliest of (A) sixty (60) days following the end of the Performance Period set forth in **Section 2(a)** above and (B) the Grantee's Termination of Service.

(b) To the extent that this Award Agreement and the Program provide for the issuance of Stock, such issuance may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

(c) Notwithstanding any other term of this Award Agreement or the Program, the Company shall have no obligation to deliver any Stock or make any other distribution of benefits under this Award Agreement or the Program unless such delivery or distribution complies with all applicable laws and the applicable rules of any securities exchange or similar entity.

4. Rights of Stockholder; Dividend Equivalents. The Grantee, by virtue of this Award, shall have no right to receive dividends or distributions with respect to any shares of Stock, or vote any shares of Stock, prior to the delivery of such Stock upon the vesting of Performance Units hereunder. Notwithstanding the foregoing, the Grantee shall have the right to receive additional shares of Stock (the "Dividend Stock") equal in value (calculated using the closing price on the vesting date of the Performance Units) to any cash dividends and property dividends paid with respect to the shares underlying the Performance Units that vest in accordance with the terms of this Award Agreement; *provided, however*, that no such shares of Dividend Stock shall be payable to or for the benefit of the Grantee with respect to record dates for cash dividends or property dividends occurring before the Grant Date or on or after the date, if any, on which the Grantee has forfeited the Performance Units or the Performance Units are settled in Stock. Dividend Stock issued pursuant to this **Section 4** shall be delivered simultaneously with the delivery of shares underlying the vested Performance Units.

5. Corporate Transactions. To the extent permitted under Section 409A of the Code, if applicable, in the event of a corporate transaction involving the Company or the shares of Stock of the Company (including any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination or exchange of shares), this Award shall automatically be adjusted to proportionately and uniformly reflect such transaction (but only to the extent that such adjustment will not affect the status of this Award as "performance-based compensation" under Section 162(m) of the Code, if applicable); *provided, however*, that the Committee may otherwise adjust this Award (or prevent such automatic adjustment) as it deems necessary, in its sole discretion, to preserve the benefits or potential benefits of this Award, the Program and the 2011 Plan.

6. Nontransferability. This Award shall not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except by will or the laws of descent and distribution.

7. Withholding. The Grantee shall make appropriate arrangements with the Company, consistent with the provisions of Section 12 of the 2011 Plan, as amended, for satisfaction of any applicable tax withholding requirements, or similar requirements, arising out of this Award Agreement. The Grantee may elect, subject to such ministerial rules as may be established by the Committee from time to time, to have such tax withholding obligation satisfied, in whole or in part, by authorizing the Company to withhold from shares of Stock to be issued pursuant to this Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due (based on the minimum statutory rates).

8. Administration. The authority to manage and control the operation and administration of this Award Agreement, the Program and the 2011 Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it

has with respect to the Program and the 2011 Plan. Any interpretation of this Award Agreement, the Program or the 2011 Plan by the Committee and any decision made by it with respect to this Award Agreement, the Program or the 2011 Plan shall be final and binding on all persons.

9. Program Governs. Notwithstanding anything in this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Program and the 2011 Plan, copies of which may be obtained by the Grantee from the office of the Secretary of the Company; and this Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Program or the 2011 Plan. Notwithstanding anything in this Award Agreement to the contrary, in the event of any discrepancies between the Program or the 2011 Plan and this Award Agreement, the Program and the 2011 Plan shall control. Further notwithstanding anything in this Award Agreement to the contrary, in the event of any discrepancies between the corporate records of the Company and this Award Agreement, the corporate records shall control.

10. Not an Employment Contract. The grant of this Award shall not confer on the Grantee any right with respect to continuance of service with the Company or any Affiliate or Subsidiary, nor shall such grant confer any right to future grants of Performance Units, or any other awards in lieu thereof, while employed by the Company or any Affiliate or Subsidiary. The grant shall not interfere in any way with the right of the Company or any Affiliate or Subsidiary to terminate the Grantee's service at any time.

11. Validity. If any provision of this Award Agreement is determined to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Award Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein.

12. References. References herein to rights and obligations of the Grantee shall apply, where appropriate, to the Grantee's legal representative or estate without regard to whether specific reference to such legal representative or estate is contained in a particular provision of this Award Agreement.

13. Notice. Any notice required or permitted to be given under this Award Agreement shall be in writing and shall be deemed to have been given when delivered personally or by courier, or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as such party may subsequently by similar process give notice of:

If to the Company: First Industrial Realty Trust, Inc.
 311 South Wacker Drive, Suite 4000
 Chicago, Illinois 60606
 Attn: John W. Lee, General Counsel

If to the Grantee: At the most recent address on file with the Company.

14. Counterparts. This Award Agreement may be executed in counterparts, each of which shall constitute one (1) and the same instrument.

15. Amendment. This Award Agreement may be amended in accordance with the provisions of the Program and the 2011 Plan, and may otherwise be amended by written agreement of the Grantee and the Company without the consent of any other person.

16. Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the principles of conflict of laws, except to the extent such law is preempted by federal law.

17. Data Privacy. The Grantee agrees to the collection, use, processing and transfer (collectively, the “Use”) of certain personal data such as the Grantee’s name, salary, job title, and position evaluation rating, along with details of all past awards and current awards outstanding and awarded under the Program, the 2011 Plan or otherwise (collectively, the “Data”), for the purpose of administering the Program or the 2011 Plan, copies of which the Grantee acknowledges having received and understood. The Grantee further acknowledges and agrees that the Company and its Affiliates and Subsidiaries may make Use of the Data amongst themselves or with any other third parties assisting the Company in the administration of the Program or the 2011 Plan (collectively, the “Data Recipients”). The Grantee hereby further authorizes any Data Recipients, including any Data Recipients located in foreign jurisdictions, to continue to make Use of the Data, in electronic or other form, for the purposes of administering the Program or the 2011 Plan, including without limitation, any necessary Use of such Data as may be required for the subsequent holding of Stock on the Grantee’s behalf by a broker or other third party with whom the Grantee may elect to deposit any Stock acquired through the Program, the 2011 Plan or otherwise. The Company shall, at all times, take all commercially reasonable efforts to ensure that appropriate safety measures shall be in place to ensure the confidentiality of the Data, and that no Use shall be made of the Data for any purpose other than the administration of the Program or the 2011 Plan. The Grantee may, at any time, review his or her Data and request necessary amendments to such Data. The Grantee may withdraw consent to the Use of the Data herein by notifying the Company in writing; *provided, however*, that because the Data is essential to the Company’s ability to administer the Program and the 2011 Plan and to assess employee admissibility under the Program and the 2011 Plan, by withdrawing consent to the Use of the Data, the Grantee may affect his or her eligibility to participate in the Program and the 2011 Plan. The Grantee hereby releases and forever discharges the Company from any and all claims, demands, actions, causes of action, damages, liabilities, costs, losses and expenses arising out of, or in connection with, the Use of the Data for purposes of administering the Program or the 2011 Plan, including without limitation, any and all claims for invasion of privacy, infringement of the Grantee’s right of publicity, defamation and any other personal, moral and/or property rights.

18. Section 409A. It is the intention of the Company that this Award Agreement and each Performance Unit granted hereunder shall comply with the requirements of Section 409A of the Code or be exempt from Section 409A of the Code and, with respect to amounts that are subject to Section 409A of the Code, shall in all respects be administered in accordance with Section 409A of the Code, and this Award Agreement, the Program and the 2011 Plan shall be interpreted accordingly. Notwithstanding any provision of this Agreement to the contrary, if the Grantee is determined to be a “specified employee” for purposes of Section 409A of the Code as of the Grantee’s Termination of Service, then, to the extent required pursuant to Section 409A, payments due under this Award Agreement that are deemed to be Deferred Compensation shall

be subject to a six (6)-month delay following the Termination of Service; and all delayed payments shall be accumulated and paid in a lump-sum payment as of the first day of the seventh month following the Termination of Service (or, if earlier, as of the Grantee's death), with all such delayed payments being credited with interest (compounded monthly) for this period of delay equal to the prime rate in effect on the first day of such six (6)-month period. Any portion of the benefits hereunder that were not otherwise due to be paid during the six (6)-month period following the Termination of Service shall be paid to the Grantee in accordance with the payment schedule established herein. The Company does not guarantee that this Award or any payments or benefits that may be made or provided hereunder will satisfy all applicable provisions of Section 409A or any other Section of the Code.

19. Section 409A Amendment. The Committee reserves the right (including the right to delegate such right) to unilaterally amend this Award Agreement without the consent of the Grantee in order to maintain an exclusion from the application of, or to maintain compliance with, Section 409A of the Code. Any such amendment shall maintain, to the extent practicable, the original intent of the applicable provision. The Grantee's acceptance of this Award constitutes the Grantee's acknowledgement of and consent to such rights of the Company.

20. Clawback Policy. This Award, and any amount or benefit received hereunder shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy, as it may be amended from time to time (the "**Policy**") and any applicable law. The Grantee's acceptance of this Award constitutes the Grantee's acknowledgement of and consent to the Company's application, implementation and enforcement of (a) the Policy or any similar policy established by the Company that may apply to the Grantee and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, as well as the Grantee's express agreement that the Company may take such actions as are necessary to effectuate the Policy, any similar policy (as applicable to the Grantee) or applicable law, without further consideration or action.

(Signature page to follow)

IN WITNESS WHEREOF, the undersigned have executed this Award Agreement as of the Grant Date.

FIRST INDUSTRIAL REALTY TRUST, INC.

By: _____

I hereby acknowledge that I have received a copy of the Program and the 2011 Plan (the terms of which are incorporated by reference into this Award Agreement) and am familiar with the terms set forth therein. I agree to accept as binding, conclusive and final all decisions and interpretations of the Committee. As a condition to the receipt of this Award, I hereby authorize the Company to withhold from any compensation payable to me by the Company any taxes required to be withheld under any applicable law as a result of this Award.

GRANTEE

By: _____