
**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

**July 25, 2007 (July 10, 2007)
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 4000
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))
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Item 2.02. Results of Operations and Financial Condition.

On July 24, 2007, First Industrial Realty Trust, Inc. (the "Company") issued a press release announcing its financial results for the fiscal quarter ended June 30, 2007 and certain other information.

Attached and incorporated by reference as Exhibit 99.1 is a copy of the Company's press release dated July 24, 2007, announcing its financial results for the fiscal quarter ended June 30, 2007.

On July 25, 2007, the Company will hold an investor conference and webcast at 12:00 p.m. Eastern time to disclose and discuss the financial results for the second fiscal quarter of 2007.

The information furnished in this report under this Item 2.02, including the Exhibit attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference to such filing.

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

On July 10, 2007, Jan Scheers BVBA was engaged by a subsidiary of the Company and on July 20, 2007 Jan Scheers was elected by the Board of Directors of the Company as Managing Director — Europe.

Attached hereto as Exhibit 10.1 and incorporated herein by reference is a copy of the consultancy and management agreement between Jan Scheers BVBA and a subsidiary of the Company.

Separately, on July 20, 2007, the Compensation Committee of the Board of Directors of the Company adopted an incentive compensation plan for the year ended December 31, 2007 for the Company's Managing Directors in the United States. The plan is designed to reward the Company's U.S. Managing Directors for profitable development, sale and lease transactions consummated in their regions and to increase their ownership in the Company.

Pursuant to the plan, each U.S. Managing Director is eligible to receive (i) an amount equal to 14% of the new business generation incentive compensation paid to officers of the U.S. Managing Director's region and (ii) an additional 3% of the new business generation incentive compensation paid to officers on certain types of transactions. Certain recognized losses from comparable transactions will offset gains for the purpose of determining compensation payable under the plan. In addition, each U.S. Managing Director may receive compensation up to \$300,000 upon the achievement of profitability and sales leadership goals, acquisitions and development projects.

The plan does not have an aggregate bonus pool and incentive compensation payable is not subject to any pre-set limit based on the U.S. Managing Director's salary. Plan compensation will be paid 60% in cash and 40% in restricted stock. Payments are contingent upon the continued employment of the officer on the payment date. Restricted stock will vest ratably over 3 years.

Item 7.01 Regulation FD Disclosure.

Attached and incorporated by reference as Exhibit 99.2 is a copy of the Company's press release dated July 24, 2007.

The information furnished in this report under this Item 7.01, including the Exhibit attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference to such filing.

Item 9.01 Financial Statements and Exhibits.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consultancy and Management Agreement between Jan Scheers BVBA and First Industrial-EU, Inc. dated July 10, 2007
10.2	Summary of U.S. Managing Director 2007 Incentive Compensation Plan
99.1	First Industrial Realty Trust, Inc. Press Release dated July 24, 2007 (furnished pursuant to Item 2.02).
99.2	First Industrial Realty Trust, Inc. Press Release dated July 24, 2007 (furnished pursuant to Item 7.01).

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.

By: /s/ Scott A. Musil

Name: Scott A. Musil

Title: Chief Accounting Officer
(Principal Accounting Officer)

Date: July 24, 2007

Consultancy and management agreement

- BETWEEN:** (1) **FIRST INDUSTRIAL- EU, INC.**, a company organized and existing under the laws of the State of Maryland, US, having its registered office in Belgium at Corporate Village, Davos Building — 7th floor, Da Vincilaan 7, 1930 Zaventem, represented for the purposes of this Agreement by Mr. Michael W. Brennan ("**Brennan**"), duly authorized agent and the President and Chief Executive Officer of FR, hereinafter referred to as the "**Principal**";
- AND:** (2) **JAN SCHEERS B.V.B.A.**, a company organized and existing under the laws of Belgium, having its registered office at 2830 Willebroek, Tisseltsesteenweg 39, represented for the purposes of this Agreement by Mr. Jan Scheers ("**Scheers**"), Business Manager, hereinafter referred to as the "**Consultant**";

The Principal and the Consultant are hereafter together also referred to as the "**Parties**" and individually as a "**Party**".

Whereas:

Whereas the Principal is a wholly owned subsidiary of First Industrial Investment, Inc., which is the “Taxable REIT Subsidiary” through which First Industrial, L.P., a Delaware Limited Partnership (“**FILP**”) does business; whereas FILP, in turn, is the entity through which First Industrial Realty Trust, Inc. (“**FR**”), a Maryland corporation and the REIT, does business;

Whereas the Principal is in the process of being registered as a foreign corporation in Belgium and requires specific consultancy and management services to be performed;

Whereas the Consultant is willing and capable of providing such services for the benefit of the Principal; and

Whereas the Parties have met to determine the terms and conditions of their co-operation as set out hereinafter.

The Parties have agreed as follows:

1 Subject of the agreement

Subject to the terms and conditions of this Agreement, the Consultant promises to perform the services as hereinafter defined for the benefit of the Principal, which accepts this performance.

2 Services

2.1 The Consultant shall perform the services of Managing Director — Europe.

Consequently, the Consultant shall perform consultancy, management and related services (the “**Services**”) for the benefit of the Principal, which shall include but are not limited to:

- the overall responsibility for directing all the Principal’s investment, development, property management and disposition functions in the countries of the European Union (“**EU**”);
- supervising the hiring of “**Country Directors**” in each in each of the countries of interest within the EU;
- liaising with FR headquarters in connection with the above responsibilities;
- sourcing and interacting with capital providers, including debt and equity and joint ventures;
- interacting with FR’s Board of Directors, as requested by its management;
- assisting in FR investor relations;
- setting up support functions in Europe, including, but not limited to, human resources, accounting, and property management; and
- managing the European headquarters office in [**Brussels**], Belgium.

The detailed nature of the services shall be regularly defined by mutual consent of the Parties. The Parties may agree upon additional services by mutual consent.

- 2.2** As the Consultant will represent the Principal vis-à-vis third parties as part of the performance of this Agreement, the Principal shall delegate the necessary powers to do so to the Consultant.
- 2.3** In rendering the Services described herein, the Consultant may engage employees, assistants, other contractors and parties ("**Consultant's Affiliates**"), provided that Consultant shall be and remain solely responsible to Principal for the retention of Consultant's Affiliates, and shall absorb without reimbursement all costs incurred in engaging Consultant's Affiliates, unless such costs are expressly assumed, in writing, by Principal in its sole discretion. In addition, Consultant shall be responsible to Principal for any breach or non-compliance by Consultant's Affiliates of the provisions of this Agreement, including but not limited to Articles 7, 8 and 9, it being understood that a violation of those articles by Consultant's Affiliates shall have an identical impact as a violation by Consultant and will as such result in the identical consequence as between Consultant and Principal. Notwithstanding Consultant's ability to engage Consultant's Affiliates, the engagement of such persons shall in no way limit the Expert's (as defined in article 3.3 below) responsibilities to perform the Services.

3 Consultant's responsibilities and obligations

- 3.1** The Consultant will perform the Services under this Agreement to the best of its abilities in accordance with prevailing professional standards.
- 3.2** In performing the Services, the Consultant shall be guided by the guidelines set out by FR's President and Chief Executive Officer and Board of Directors, including the Investment Committee and the Compensation Committee of the Board. The Consultant shall report exclusively to FR's President and Chief Executive Officer and shall keep FR's President and Chief Executive Officer sufficiently informed of the progress of the projects on which it is engaged, and will immediately communicate any significant problems or other information of importance to the affairs of the Principal, whilst maintaining all freedom and autonomy in organising the performance of the Services.

The frequency, content and modalities of this reporting shall be compatible with the independence characterizing the Services entrusted to the Consultant, and shall exclude any subordinate relationship of the latter or any individual(s) actually performing the Services for the Consultant vis-à-vis the Principal. The Consultant shall, upon mutually agreed modalities, report on and account for the projects completed and results achieved, but shall not be required to report on or account for its working methods. The Consultant will be liable for the performance of its Services, the final result of its activities and the realization of its tasks by virtue of this Agreement.

- 3.3** The Services to be provided by the Consultant under this Agreement shall in principle be provided by an expert designated by the Consultant, such as a director, an associate, an employee or an agent of the Consultant (hereafter, the "**Expert**").

The Expert designated in first instance by the Consultant to perform the Services is Scheers.

Given the level of qualifications, know-how and specific experience required for the proper performance of the Services rendered under this Agreement, the Consultant agrees not to designate any person other than Scheers or replace — temporarily or permanently — Scheers as the Expert with anyone else without the prior written consent of the Principal. The Principal shall assess in its sole discretion whether or not

such person has the personal skills and expertise required to render the Services under this Agreement.

- 3.4** The Consultant will perform the Services primarily in Belgium, although it acknowledges that its Expert may be required, taking into account the international nature of FR, to perform aspects of the Services in the United States as well as other countries in the EU, having regard to the requirements of the specific project with which the Consultant is dealing.

4 Modalities for the performance of the Services

- 4.1** The Consultant shall perform the Services in a completely independent manner. It is explicitly agreed that neither the Consultant, nor its Expert or the Consultant's Affiliates shall be in any subordinate relationship vis-à-vis the Principal. The Expert designated by the Consultant to perform the services and the Consultant's Affiliates shall under no circumstances be considered or behave as an employee or agent of the Principal. The Consultant, its Expert and the Consultant's Affiliates shall not receive any direct or indirect orders or instructions from the Principal, nor shall the Principal exercise an employer's control or authority over the Expert or the Consultant's Affiliates.
- 4.2** The Consultant will organize its activities on a free and independent basis and in full liberty, as far as the time, the place and the manner of performance is concerned. Notwithstanding the above, the Consultant shall accommodate Principal's reasonable requests with respect to regarding where and when it performs the Services.
- Vis-à-vis the Principal, the Expert and the Consultant's Affiliates shall thus, among other aspects, freely determine their work agenda and vacation arrangements without prejudice to the Consultant's general obligation of proper performance of the Services.
- 4.3** In addition, the Consultant shall work cooperatively and share information with any of the officers or representatives of Principal or its Related Companies (as defined in article 7.3.6 below) assigned permanently or temporarily to duties in the EU, whether as expatriates or visitors. Without limitation, it is understood that David Draft, Executive Vice President of Operations for FR ("**Draft**"), or his qualified reasonably comparable successor, will, for a period of approximately two (2) years or longer, provide assistance to Consultant on behalf of Principal, and Consultant shall work on a cooperative and harmonious basis with Draft.
- 4.4** Considering that the Consultant shall act on an independent basis, it is solely and exclusively responsible for all social security and tax obligations, including V.A.T., related to the fees and any other compensation paid under this Agreement. The Consultant shall be solely and exclusively responsible for all social security and tax obligations which could possibly result from any contractual or legal relationship existing between the Consultant, the Expert or the Consultant's Affiliates in the framework of the performance of the Services provided under this Agreement.
- 4.5** The Consultant shall hold the Principal harmless from and indemnify it for any and all claim which would originate from or relate to the conclusion, performance and/or termination of this Agreement, and which would be caused by a fault of the Consultant, the Expert and/or any of the Consultant's Affiliates. This obligation of indemnification shall apply in particular in case of non-compliance with any obligation relating to taxes and social security.

- 4.6** The Principal will arrange, at its own expense, for suitable professional indemnity and civil liability insurance cover sufficient to meet any claims arising out or in connection with the Services under this Agreement.

The Consultant will indemnify the Principal and keep the Principal fully and effectively indemnified against any and all claims by any designated Expert and any of the Consultant's Affiliates arising out or in connection with the Services, together with the cost of defending or dealing with such claims.

Moreover, the Consultant will indemnify the Principal and keep the Principal fully and effectively indemnified against any and all claims by any third parties, other than any designated Expert or any of the Consultant's Affiliates, arising out of or in connection with the Services, which result from a wilful or negligent conduct and acts of the Expert or the Consultant's affiliates, together with the cost of defending or dealing with such claims.

5 Fees and expenses

- 5.1** In consideration for the Services, the Principal shall pay to the Consultant an annualized fee of €250,000 (exclusive of V.A.T.), payable in twelve (12) equal monthly instalments of €20,833.33, payable within five (5) business days of receipt of each invoice as provided in article 5.3.
- 5.2** The Consultant shall bear the regular expenses incurred as a result of the performance of the Services under this Agreement. Exceptional expenses incurred by the Consultant as a result of the performance of the Services, such as international travel, lodging, business lunches and business representation, shall be reimbursed by the Principal subject to the prior approval of the Principal and the Consultant's submission of appropriate supporting documentation.
- 5.3** On a monthly basis, the Consultant shall issue invoices for the Services rendered under this Agreement. These monthly invoices must contain an overview of the Services rendered for the Principal.
- 5.4** In addition to the fee defined under article 5.1, the Principal shall pay to the Consultant a financial incentive, to be calculated as described in article 6 and Schedule 1 attached to this Agreement.
- 5.5** The Principal shall provide the Consultant with the necessary infrastructure enabling it to perform the Services adequately, such as the use of a company car of a net lease cost of approximately €2,000.00 per month (and reimbursement of fuel in accordance with the Principal's standard expense reimbursement policies), the use of a laptop computer, a personal digital assistant and a mobile phone. The Consultant will provide, at its own expense, any additional equipment, materials and facilities that the Expert and the Consultant's Affiliates may require in order properly to carry out the Services.
- 5.6** The Consultant shall be affiliated to the Principal's group insurance scheme to the extent feasible under the consultancy relationship, other than medical insurance, which shall not be provided. If such affiliation is not feasible, the Consultant shall be affiliated to an alternative scheme, for an equivalent benefit in terms of costs for the Principal.
- 5.7** The Consultant guarantees to the Principal that the above-mentioned fees under articles 5.1, 5.2, 5.4, 5.5 and 5.6 are the total amount of any consideration for the Services provided by the Consultant. Without limitation, no brokerage or finder's fees can

be earned or claimed by Consultant for buying, selling, financing, leasing, or sourcing capital for properties in which the Principal or its Related Companies have an interest.

6 Incentive compensation:

- 6.1** As incentive compensation, the Principal shall pay to the Consultant a bonus (the “**NBGP Bonus**”) based upon the amounts earned by the Country Directors and other transaction officers within the EU under FR’s New Business Generation Program (the “**NBG Program**”), provided that the Consultant is not in default under this Agreement. The bonus awards under the NBG Program are currently being calculated as described in Schedule 1 attached hereto. With particular reference to the Consultant:
- 6.1.1** For the first full twelve (12) months of Consultant’s engagement pursuant to this Agreement, Consultant’s aggregate NBGP Bonus, will equal Thirty Percent (30%) of the amount calculated per Schedule 1 (the “**Calculated Amount**”), but not less than a guaranteed minimum total of €300,000 for that twelve (12) month period;
- 6.1.2** For the second full twelve (12) months of Consultant’s engagement pursuant to this Agreement, its aggregate NBGP Bonus will equal Twenty Percent (20%) of the Calculated Amount, but not less than a total guaranteed minimum of €150,000 for that twelve (12) month period;
- 6.1.3** For the third full twelve (12) months of Consultant’s engagement, and continuing thereafter, its aggregate NBGP Bonus will equal 15% of the Calculated Amount, but with no guaranteed minimum;
- 6.1.4** Principal shall pay the NBGP Bonus at the same times as FR pays incentive compensation to its U.S.-based Managing Directors; and
- 6.1.5** All amounts earned under Consultant’s NBGP Bonus will be paid Sixty Percent (60%) in cash and Forty Percent (40%) in a grant of FR restricted stock units (the “**RSU Component**”):
- (i) Each restricted stock unit (“**RSU**”) represents the contractual commitment of FR to issue one share of FR Common Stock (“**FR Shares**”) in the future subject to the satisfaction of the following “**Issuance Conditions**”: (i) the continuous and continued engagement of the Consultant by Principal or a Related Company; and (ii) the good standing of the Consultant under this Agreement;
 - (ii) The total number of RSU’s (the “**Number of RSU’s**”) granted on any “**Grant Date**” (as defined below) shall equal the quotient derived by dividing (i) Forty Percent (40%) of Consultant’s NBGP Bonus amount (expressed in US dollars) by (ii) the Issuance Price (as defined below, and also in US dollars) as of the Grant Date;
 - (iii) The “**Issuance Price**” will be determined on the annual date that the Board of Directors determines and ratifies the NBGP Bonus, including the RSU Component (the “**Grant Date**”), and will be based on the fair market value of a FR Share as of the Grant Date.

- (iv) The RSU's granted on each Grant Date shall be divided into three (3) equal tranches ("**Tranche 1**", "**Tranche 2**", and "**Tranche 3**", respectively, and each a "**Tranche**"), each consisting of one-third of the total Number of RSU's granted on the Grant Date;
- (v) For example, if the total NBGP Bonus for a given year is \$1,000,000.00, then the RSU Component would be \$400,000.00 (40% of \$1,000,000.00). If the Issuance Price as of the Grant Date is \$50.00 per FR Share, then Consultant would be granted 8,000 RSU's: 2,666 in Tranche 1; 2,667 in Tranche 2 and 2,667 in Tranche 3;
- (vi) On the first anniversary of the Grant Date, subject to the satisfaction of the Issuance Conditions, FR shall issue to the Consultant fully paid, freely tradable FR Shares equal in number to the Tranche 1 RSU's. Similarly, on the second anniversary of the Grant Date, FR shall issue the FR Shares underlying the Tranche 2 RSU's and on the third anniversary, FR shall issue the FR Shares underlying the Tranche 3 RSU's, in each case subject to the satisfaction of the Issuance Conditions as of each respective anniversary. (The three anniversaries of a Grant Date, upon each of which FR issues stock underlying previously granted RSU's, are each referred to as an "**Issuance Date**".) The RSU's shall be subject to forfeiture prior to their respective Issuance Dates. In addition, the RSU's shall confer no voting or dividend rights and therefore, prior to the respective Issuance Date and until FR has issued the FR Shares underlying the RSU's to the Consultant, the Consultant shall have no voting rights or dividend rights;
- (vii) On each Issuance Date, the Consultant shall receive, in addition to the FR Shares underlying the applicable Tranche, an additional number of FR Shares constituting a "**Dividend Equivalent**" which shall be calculated as follows: (i) for each dividend payment date between the Grant Date and the applicable Issuance Date, a dollar amount of dividends shall be computed, equal to the total amount of dividends that would have been paid with respect to the FR Shares underlying the Tranche had all such FR Shares been issued to the Consultant on the Grant Date; (ii) this dividend amount shall be divided by the price of an FR Share as of the dividend payment date; (iii) the total of the resulting quotients for all dividend payment dates shall be the number of FR Shares which FR shall issue to the Consultant. The Dividend Equivalent FR Shares shall be issued on the applicable Issuance Date for each Tranche, subject in all events to satisfaction of the Issuance Conditions for that Tranche;
- (viii) If the Principal closes a transaction and no Country Director or transaction officer is involved or entitled to any NBGP incentive compensation, the Consultant's NBGP Bonus percentage will equal the NBGP Bonus Consultant would have earned if a Country Manager or transaction officer had been involved in the transaction;

- (ix) The RSU's granted hereunder may not be sold, pledged or otherwise transferred and may not be subject to lien, garnishment, attachment or other legal process;
- (x) If there is any change in the number or kind of outstanding FR Shares, FR shall make an appropriate adjustment in the number and terms of the RSU's so that, after such adjustment, the RSU's shall represent a right to receive the same consideration that the Consultant would have received prior to the change; and
- (xi) The RSUs shall be subject to the further terms and conditions of (i) FR's 2001 [Equity Incentive Plan] and (ii) an RSU Agreement issued under and pursuant to the Plan with respect to each grant of RSUs to the Consultant (or its Expert).

7 Non-competition and non-solicitation

- 7.1** The Consultant shall not, except with the Principal's prior written consent (which may be granted or withheld in its sole discretion), whether directly or indirectly, whether remunerated or not, and in any capacity (whether on its own behalf or on behalf of any other person, firm, company or association, whether through agents, affiliates, group companies, intermediaries, lenders, investors, consultants, brokers, joint ventures, alliances or as director, manager, shareholder of any company, consultant, agent or in any other capacity whatsoever), during the term of this Agreement, for a period of eighteen (18) months following the date on which this Agreement terminates if this Agreement is terminated on or before July 10, 2010, and for a period of twelve (12) months following the date on which this Agreement is terminated, if this Agreement is terminated after July 10, 2010, in both cases for whatever reason and on whatever grounds (the "**Termination Date**"), engage in any Competitive Activities.
- 7.2** In addition, Consultant shall not, during the term of this Agreement and for a period of twelve months following the Termination Date, directly or indirectly, for its own account or for the account of others, attempt to or actually compete for projects that are or were, at any time during the course of this Agreement, Pipeline Projects of Principal or its Related Companies.
- 7.3** For these purposes:
- 7.3.1 "Competitive Activities"** means the following activities:
- (i) provide advice or assistance, or render direct or indirect services similar to the Services, for Consultant's own benefit or for the benefit of any entity, organisation or association which is in direct or indirect competition with the Principal or any of its Related Companies;
 - (ii) canvass, approach or solicit (or procure or assist with the same) any Key Customer in respect of Products or Services, endeavour to entice away from or discourage from dealing with the Principal or its Related Companies, induce to trade on different terms, and/or otherwise interfere in any manner or way with existing business relations between any Key Customer any person, entity, organisation or association who was at any time a Key Customer;

save that this clause shall not prohibit general advertising in the press or other media by the Consultant (or by any person, firm, company or association on its behalf) which is not specifically targeted at or sent to Key Customers;

- (iii) be legally or economically involved, directly or indirectly, in any way whatsoever, in activities similar or competing with the activities of the Principal;
- (iv) engage or cooperate in any act of unfair competition as to Principal or any of its Related Companies; or
- (v) offer employment to, employ, engage, solicit or entice or offer or conclude any contract for services with, or solicit or entice the employment or engagement of, or enter into a management or consulting agreement with, or enter into partnership with, any Key Person (whether or not such Key Person would commit any breach of its or her contract with the Principal), unless such Key Person had ceased to be employed or engaged by the Principal more than twelve months previously.

7.3.2 "Key Customer" means any person, firm or company who at any time during the course of this Agreement, was a client, developer, tenant, employee, manager or funder who engaged in business or transactions with, was engaged by or submitted or received written proposals to or from the Principal or the Related Companies, being a person, firm or company with whom the Expert (and the Consultant's Affiliates) personally dealt or for whose account the Expert (and the Consultant's Affiliates) had overall responsibility during the said twelve months.

7.3.3 "Key Person" means a person who is or was at any time during the twelve months immediately preceding the Termination Date:

- (i) an employee, director or consultant of the Principal or its Related Companies;
- (ii) a person with whom the Consultant or its Related Companies personally dealt; or
- (iii) any party subject to a management consulting agreement or comparable arrangement or relationship with the Consultant or its Related Companies.

7.3.4 "Pipeline Projects" means any proposed commercial transaction that was the subject of a written offer or proposal made by the Principal or a Related Company, whether or not such offer or proposal was accepted by the proposed counter-party, or ever evolved into a binding agreement or contract, and shall include, without limitation, any proposal or offer to act as purchaser (whether as to fee title, usufruct (ground lease) or ownership interest in a property-owning entity); lender of funds; investor or other co-principal; developer; lessor; lessee; or otherwise.

7.3.5 "Products or Services" means any products or services of a kind sold or supplied by the Principal within the period of twelve months immediately pre

ceding the Termination Date and with which the Consultant was substantially concerned or for which it was responsible during the said twelve month period.

7.3.6 "Related Companies" means any related, affiliated parent or subsidiary company of the Principal.

- 7.4** The above non-competition obligations are geographically limited to the territory of the European Union, as well as all other countries where the Principal is active at the time of termination of this Agreement.
- 7.5** The Consultant undertakes that the aforementioned non-competition and non-solicitation obligations shall be observed under the same terms and conditions by any designated Expert and Consultant's Affiliate, and the Consultant shall be responsible for any violation of these obligation committed by itself or any designated Expert and any of Consultant's Affiliates.
- 7.6** If the Principal becomes aware of any infringement of the aforementioned non-competition and non-solicitation obligations by the Consultant, any designated Expert and/or any of the Consultant's Affiliates, the Principal shall give a notice to the Consultant enjoining it to cease any such infringement within fifteen (15) days. In case of failure to comply with this injunction, the Consultant shall pay to the Principal damages ("*dommages et intérêts*" / "*schadevergoeding*") in a lump sum amount of €175,000.00 per infringement, to be increased with €10,000.00 for each day that such infringement continues after the fifteenth day after the notice, without prejudice to seek injunctive relief or to the Principal's right to claim additional damages on the basis of actual damage sustained.
- 7.7** The Consultant acknowledges that the provisions of this article 7 are reasonable and necessary to protect the legitimate interests of the Principal. However, if any of the provisions of this article 7 shall ever be held to exceed the limitations in duration, geographical area or scope or other limitations imposed by applicable law, they shall not be nullified, but the Parties shall instead be deemed to have agreed to such provisions as conform with the maximum permitted by applicable law, and any provision of this article 7 exceeding such limitations shall be automatically amended accordingly. Such provisions shall apply with such modifications as may be necessary to make them valid and effective.
- 7.8** Consultant and Scheers shall each be liable, on a joint and several basis, for any breach or infringement of the obligations set forth herein.

8 Confidentiality

- 8.1** During the performance of this Agreement as well as after its termination for whatever reason and on whatever grounds, the Consultant shall not disclose to anyone, except as may be required by the execution of its obligations under this Agreement, any information of commercial, technical, operational or financial nature, pertaining to the Principal, including any related, parent or subsidiary company of the Principal, their current or proposed projects, lenders, tenants, seller buyers, investors or clients, of which the Consultant becomes aware in the context of the performance of this Agreement or which is communicated to the Consultant.

The Consultant acknowledges that all technical and commercial data, reports, minutes of meetings, journals and accounts, oral or written data concerning the business,

methods of operation and processes utilised by the Principal (including any Related Companies) are of a strictly confidential and secret nature and of great value to the Principal.

Following the Termination Date, the Consultant shall not in any way, directly or indirectly, use costs, names, addresses, figures or any other business details and contacts made, developed or determined in the course of this Agreement.

- 8.2 The Consultant undertakes that the aforementioned confidentiality obligation shall be observed under the same terms and conditions by any designated Expert and the Consultant's Affiliates and the Consultant shall be responsible for any violation of these obligation committed by itself or any designated Expert and the Consultant's Affiliates.
- 8.3 If the Principal becomes aware of any infringement of the aforementioned confidentiality obligation by the Consultant, any designated Expert and/or any of the Consultant's Affiliates, the Principal shall give a notice to the Consultant enjoining it to cease any such infringement within fifteen (15) days. In case of failure to comply with this injunction, the Consultant shall pay to the Principal damages ("*dommages et intérêts*" / "*schadevergoeding*") in a lump sum amount of €175,000.00 per infringement, to be increased with €10,000.00 for each day that such infringement continues after the fifteenth day after the notice, without prejudice to seek injunctive relief or to the Principal's right to claim additional damages on the basis of actual damage sustained.
- 8.4 Consultant and Scheers shall each be liable, on a joint and several basis, for any breach or infringement of the obligations set forth herein.

9 Intellectual property

- 9.1 The term "**intellectual property**" as used in this article 9 includes all discoveries, studies, ideas, systems, computer programs, algorithms, methodologies, computer software, writings, and similar materials which may be of value to the Principal; the term includes, but is not limited to, patented or patentable inventions and copyrighted or copyrightable materials.
- 9.2 The Consultant will disclose to the Principal all intellectual property made, conceived, or created by it or by the Expert and/or any of the Consultant's Affiliates at any time in the framework of the performance of the Services under this Agreement. The Consultant hereby assigns to the Principal all its rights, title and interest in all intellectual property made, conceived, or created by it at any time during the performance of this Agreement (whether alone or jointly with others):
 - 9.2.1 based on, related to, resulting from or generated in connection with: (i) the Principal's or its Related Companies' past or present business activities and practice areas or those in which it may reasonably be expected to become engaged; or (ii) the skills and expertise for which the Consultant has been hired; or
 - 9.2.2 the development of which was financially supported by the Principal or its Related Companies.
- 9.3 The Consultant understands that it, the Expert and/or the Consultant's Affiliates will have no rights to any royalties or other compensation for the use of any patents, copyrights, or other intellectual property covered by this Agreement, unless expressly agreed in writing by the Principal.

10 Term and termination

- 10.1** This Agreement is concluded for a definite period of time of three (3) years, renewable by mutual consent, and shall commence on July 10, 2007.
- 10.2** The Consultancy and the Expert warrant that there is no express term in any contract or arrangement with any third party that prevents or is intended to prevent them from entering into this Agreement, and the Expert warrants that by entering into this Agreement he is not in breach of any implied duty of good faith or fidelity.
- 10.3** Each Party has the right to terminate this Agreement at any time notice thereof is delivered to the other Party by registered mail at least 30 days in advance.

Following any termination, the Consultant shall receive the following:

- a. all accrued and unpaid fees under article 5 through the Termination Date; and
- b. the amounts due per the Consultant's NBGP Bonus pursuant to article 6 hereof, but only for transactions that closed prior to the Termination Date, provided that if this Agreement is terminated by the Principal for serious misconduct or serious fault of the Consultant, or by the Consultant without "**Good Reason**," meaning in the absence of serious default hereunder by Principal, the Consultant shall not receive the RSU Component (as described in Schedule 1) of its NBGP Bonus.

In addition, if the Principal terminates this Agreement for any reason other than for serious misconduct or serious fault of the Consultant (or the Consultant terminates this Agreement due to the serious misconduct or serious fault of the Principal), the following applies:

- a. the Principal shall pay to the Consultant an indemnity in lieu of notice corresponding to eighteen (18) months of fees as defined under article 5.1 (any financial incentive, such as NBGP Bonus, as per article 6 and Schedule 1, to be excluded) if the Principal terminates this Agreement on or before July 10, 2010, or an indemnity in lieu of notice corresponding to twelve (12) months of fees as defined under article 5.1 (any financial incentive, such as NBGP Bonus, as per article 6 and Schedule 1 to be excluded) if the Principal terminates this Agreement after such date; and
 - b. any RSU received previously by the Consultant shall ripen into a FR Share;.
 - c. in the event of a termination due to a disability, any compensation provided under (a) and (b) above shall be offset Euro for Euro with any disability insurance payments received by Consultant or Expert.
- 10.4** Each Party can, for serious misconduct or serious fault of the other, terminate this Agreement without any payment or notice. In such case, the provisions under article 10.3 do not apply. The Party injured by the serious misconduct or serious fault must send by registered mail a letter of formal notice requiring the other Party to explain, justify and correct the misconduct or fault (except if the serious misconduct or serious fault is of such a nature that an immediate termination is justified). In the absence of a proper remedy thereof within one (1) month following the date of sending of the aforesaid letter, this Agreement shall automatically be terminated if the injured Party so requests in a registered letter to the other Party, without prejudice to any other claim which the injured Party may have.

10.5 The Principal may end this Agreement immediately without the need for notice, payment or indemnity where the Consultant: (i) proceeds to a merger or split or direct or indirect transfer of its business or of a branch of activities; or (ii) becomes subject to bankruptcy, judicial composition, insolvency, receivership or other similar proceedings; or (iii) becomes unable to procure the availability of the Expert, or of an alternative representative who is satisfactory to the Principal, to provide the Services as an Expert, whether by reason of the death, resignation or dismissal of Scheers.

10.6 Notwithstanding the aforementioned articles 10.3 to 10.6, articles 7, 8, 9, and 11 will remain in full force until the terms stipulated in articles 7, 8 and 9 have expired.

11 Restitution of properties

Upon termination of the Agreement, howsoever occasioned, the Consultant shall forthwith deliver to the Principal (without retaining copies of the same) all correspondence, minutes of meetings, specifications, accounts documents, reports and paper of any description relating to the affairs and business of the Principal (or any subsidiary or associated company) and all other property of the Principal within its possession or under its control.

12 Health and safety

12.1 The Consultant undertakes to strictly comply with the obligations relating to the well-being of any workers, as applicable, on the Principal's site.

12.2 Should the Consultant not or not fully comply with the obligations referred in article 12.1, the Principal shall send by registered mail a letter of formal notice requiring the Consultant to fully comply with these obligations. In the absence of a proper remedy thereof within fifteen (15) days following the date of sending of the aforesaid letter, the Principal may take all appropriate measures in this respect, in all instances at the Consultant's expense and risk.

12.3 The Parties are fully aware of their obligations under the law of 4 August 1996 on Health and Safety (published in the Belgian State Gazette 18 September 1996) and they undertake to fully comply with their obligations under said law.

13 Non-assignability

13.1 This Agreement shall not be directly or indirectly assignable nor its rights hereunder directly or indirectly transferred in any way by the Consultant except upon prior written consent of the Principal.

13.2 All provisions for this Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assignees becoming such in accordance with the terms hereof. This Agreement is made in consideration of the person of the signatory on behalf of the Consultant.

14 Entire Agreement

14.1 This Agreement (and the documents referred to herein) contains the entire agreement between the Parties with respect its subject matter. It replaces, supersedes and annuls all prior agreements, written or oral, written, exchanged or concluded between the Parties relating to the same subject matter, including, but not limited to, the Letter of Engagement of 1 June 2007.

14.2 No amendment of this Agreement shall be effective unless it is made in writing and signed by duly authorised representatives of both Parties.

15 Severability

15.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

15.2 If such illegal, invalid or unenforceable provision affects the entire nature of this Agreement, each Party shall use its reasonable best efforts to immediately negotiate in good faith a valid replacement provision.

16 Amendment – waiver

16.1 No failure of a Party to exercise any power given to it under this Agreement or insist upon strict compliance by the other Party with any obligation and no custom or practice of the Parties at variance with the terms of this Agreement, shall constitute any waiver of any of the Party's rights under this Agreement. Any waiver shall be effective only if contained in a writing signed by or on behalf of the Party giving the waiver.

16.2 Waiver by a Party if any particular default by the other Party shall not affect or impair the Party's rights in respect of any subsequent default of any kind by the other Party nor shall any delay or omission of a Party to exercise any rights arising from any default of the other Party affect or impair a Party's rights in respect of the said default or any other default of any kind.

17 Governing law and jurisdiction

17.1 This Agreement shall be governed by and construed in accordance with Belgian laws.

17.2 Any disputes arising out of or in relation with this Agreement shall be finally resolved under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules. The seat of the arbitration shall be Brussels. The arbitration proceedings shall be conducted in the English language.

Notwithstanding the above, either Party shall have the right to seek injunctive relief in court to enforce the restrictions set forth in articles 7, 8 and 9.

Signed in Chicago, Illinois, United States of America, on July 10, 2007, in two copies, one copy for each Party.

The Principal

The Consultant

(read and approved)

(read and approved)

First Industrial-EU, Inc., represented by,

/s/ Michael Brennan

Michael Brennan
President and Chief Executive Officer

Jan Scheers BVBA, represented by,

/s/ Jan Scheers

Jan Scheers
Manager

Schedule 1

MD – Europe

Consultant's NBG bonuses shall be calculated per Schedule A to the NBG Program as such schedule is in effect on July 10, 2007, except that (i) of those transactions referred to in such schedule as "Fee Generators, " Consultant shall only be eligible for NBG bonuses with respect to "Stand-by Purchase Commitment" and "Other" and (ii) Consultant shall not be eligible for NBG bonuses with respect to transactions referred to in such schedule as "Net Lease Fund (UBS)."

Summary of U.S. Managing Director 2007 Incentive Compensation Plan

- Each U.S. Managing Director is eligible to receive 14% base override on the new business generation compensation paid to officers of the U.S. Managing Director's region.
- Each U.S. Managing Director is eligible to receive 3% additional override on the new business generation compensation paid to the officers of the U.S. Managing Director's region for certain types of transactions.
- Compensation will be paid 60% cash and 40% restricted stock. Restricted stock will vest ratably over 3 years. There will be no pre-set limit on the amount of U.S. Managing Director incentive compensation.
- Certain recognized losses from comparable transactions will offset gains for the purpose of determining compensation payable.
- Additional incentive compensation of up to \$75,000 for each category (\$300,000 in the aggregate) is payable based upon 1) a U.S. Managing Director's cities within his region generating minimum profits from new business generation transactions and minimum volumes of acquisition, development and certain targeted transactions during a calendar year; 2) a U.S. Managing Director's region generating a minimum acquisition/re-development volume during a calendar year; 3) a U.S. Managing Director's region generating a minimum dollar volume of development starts and developments in-service during the calendar year; and 4) a U.S. Managing Director meeting sales leadership responsibilities in certain areas.



First Industrial Realty Trust, Inc.

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MEDIA RELEASE

**FIRST INDUSTRIAL REALTY TRUST REPORTS
SECOND QUARTER 2007 RESULTS**

Raises 2007 FFO Guidance by \$0.05 Per Share

- *6.3% Increase in Same Property Net Operating Income*
- *Occupancy Up to 94.6%; Rental Rates Grew 3.5%*
- *Purchased 1,100 Acres of Land in High Growth Markets*
- *Developable Land Now Totals More Than 3,400 Acres; Buildable to 59 Million S.F.*
- *Entered Canada with New Offices Serving the Toronto and Calgary/Edmonton Markets*
- *Announces Expansion into The Netherlands and Belgium*
- *Adds New \$505 Million Program To Invest in Core Assets with UBS Wealth*

Management-North American Property Fund Limited (UBS-NAPF)

CHICAGO, July 24, 2007 – First Industrial Realty Trust, Inc. (NYSE: FR), a leading provider of industrial real estate supply chain solutions, today announced results for the quarter ended June 30, 2007. Diluted net income available to common stockholders per share (EPS) was \$0.67, up 8% from \$0.62 in second quarter 2006. Second quarter funds from operations (FFO) grew to \$1.17 per share/unit on a diluted basis from \$1.12 per share/unit a year ago.

“Given our strong results in the first half of the year, we now expect FFO per share to grow 10% in 2007 using the midpoint of our new guidance range,” said Mike Brennan, president and CEO. “Growth has been broad based across First Industrial with higher net operating income from rising occupancy and rental rates, solid performance from our joint ventures, and more net economic gains from properties that we harvest.”

Mr. Brennan added, “To fuel future growth, we purchased 1,100 acres of strategic land sites during the quarter, we expanded into Canada by opening new offices serving the Toronto and Calgary/Edmonton markets, and we are expanding into The Netherlands and Belgium, which we announced separately today. The common theme for all of these actions is our strategy to capitalize on growing customer demand for industrial space driven by rising international trade and containerized cargo volume, and the need for new supply chains to accommodate this growth.”

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Portfolio Performance for On Balance Sheet Properties

- 6.3% growth in same property net operating income (NOI) on a cash basis, up from 2.2% in second quarter 2006. Excluding lease termination fees, same property cash basis NOI increased 4.1%
- Occupancy rose to 94.6% from 92.2% in second quarter 2006
- 3.5% increase in rental rates
- Retained tenants in 72% of square footage up for renewal

Total net operating income grew 7% from second quarter 2006 driven by rising occupancy and rental rates. Rental rate growth was 3.5% from negative 0.5% in second quarter 2006. Leasing costs were \$2.03 per square foot.

Investment Performance: Second Quarter 2007

	2nd Quarter 2007	(in millions)	Six Months 2007	(in millions)
Balance Sheet Investment/Disposition Activity				
Property Acquisitions		\$ 123.4		\$ 273.0
Square Feet	2.4 million		5.8 million	
Stabilized Weighted Average Capitalization Rate	8.1%		8.6%	
Developments Placed in Service		\$ 48.8		\$ 58.2
Square Feet	1.0 million		1.1 million	
Stabilized Weighted Average Capitalization Rate	9.3%		9.0%	
Land Acquisitions		\$ 10.9		\$ 39.1
Total Investments		\$ 183.1		\$ 370.3
Property Sales		\$ 232.0		\$ 449.7
Square Feet	4.1 million		8.1 million	
Weighted Average Capitalization Rate	7.3%		7.2%	
Land Sales		\$ 0.0		\$ 5.4
Total Dispositions		\$ 232.0		\$ 455.1
Joint Venture Investment/Disposition Activity				
Investments				
2005 Development/Redevelopment — Acquisitions		\$ 109.1		\$ 162.7
2005 Development/Redevelopment — Placed in Service		\$ 22.9		\$ 62.7
2006 Strategic Land and Development		\$ 162.0		\$ 201.1
Total Joint Venture Investments		\$ 294.0		\$ 426.5
Dispositions				
2005 Development/Redevelopment		\$ 73.9		\$ 125.1
2005 Core		\$ 249.6		\$ 324.6
1998 Core		\$ 0.0		\$ 43.8
2003 Net Lease		\$ 0.0		\$ 3.3
Total Joint Venture Dispositions		\$ 323.5		\$ 496.8

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“We significantly expanded our land inventory during the quarter, adding nearly 1,100 acres to our balance sheet and joint ventures, including the largest land acquisition in our history — a 537 acre parcel in West Palm Beach County for the development of up to 6.2 million square feet of distribution, light industrial, and R&D/flex space,” said Johansson Yap, chief investment officer. “We are now targeting total land acquisitions and development starts of \$1.1 billion for 2007, up from our initial target of \$750 million.”

Land and Development

Developable land now totals 3,465 acres including 2,924 acres in joint ventures and 541 acres on balance sheet. Total land positions can now accommodate approximately 59 million square feet of additional development. Developments in process include an estimated investment of \$190 million in the joint ventures and \$266 million on balance sheet.

Investment Pipeline and Third Quarter To-Date Investments

Third quarter to-date, \$145 million of acquisitions have already been completed, which combined with developments currently and soon to be under construction of \$885 million and acquisitions under contract or letter of intent of \$698 million, total \$1.7 billion. The breakdown is as follows:

(millions)	Balance Sheet	Joint Ventures	Total
Developments	\$ 342	\$ 543	\$ 885
Acquisitions	\$ 249	\$ 594	\$ 843
Total	\$ 591	\$ 1,137	\$ 1,728

Solid Financial Position

- Fixed-charge coverage was 3.1 times and interest coverage was 3.7 times for the quarter
- 96% of real estate assets are unencumbered by mortgages
- 7.8 years weighted average maturity for permanent debt
- 100% of permanent debt is fixed rate

In July, First Industrial formed a new \$505 million Core Asset Program with UBS Wealth Management-North American Property Fund Limited (UBS-NAPF). This new program is the second with UBS-NAPF and provides another unique capital source to serve the growing industrial real estate needs of corporate customers.

The new program will target high-quality, core industrial properties throughout the United States for long-term hold. UBS-NAPF will be the sole capital provider for all investments. As manager of the program, First Industrial will receive various fees and performance-based incentives.

“Our joint ventures provide us with significant capacity for future growth — as we purchase major land parcels for future development in strategic markets, acquire properties for repositioning, and purchase net lease properties,” said Mike Havala, chief financial officer. “Given the favorable performance of our ventures, we have also increased the capital capacity of certain programs. Since December of last year, we have added more than \$600 million to our first joint venture with the California State Teachers’ Retirement System, and \$505 million in a new program with UBS-NAPF for core acquisitions.”

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Supplemental Reporting Measure

First Industrial defines FFO as net income available to common stockholders, plus depreciation and amortization of real estate, minus accumulated depreciation and amortization on real estate sold. The National Association of Real Estate Investment Trusts (“NAREIT”) has provided a recommendation on how real estate investment trusts (REITs) should define funds from operations (“FFO”). NAREIT suggests that FFO be defined as net income, excluding gains (or losses) from the sale of previously depreciated property, plus depreciation and amortization, and after adjustments for unconsolidated partnerships and joint ventures.

NAREIT has also clarified that non-recurring charges and gains should be included in FFO.

Importantly, as part of its guidance concerning FFO, NAREIT has stated that the “management of each of its member companies has the responsibility and authority to publish financial information that it regards as useful to the financial community.” As a result, modifications to the NAREIT calculation of FFO are common among REITs.

First Industrial calculates FFO to include all cash gains and losses on all industrial property sales whether depreciation is or is not accumulated under the GAAP accounting rules. The Company believes that FFO inclusive of all cash gains and losses is a better performance measure because it reflects all the activities of the Company and better reflects the Company’s strategy, which includes investing in real estate; adding value through redevelopment, leasing and repositioning; and then selling the improved real estate in order to maximize investment returns. The Company provides additional disclosure on net economic gains in its quarterly supplemental.

Outlook for 2007

Mr. Brennan stated, “Demand for industrial space is strong in virtually all of our markets, and the outlook for the remainder of 2007 is positive given solid industry fundamentals.”

Mr. Brennan added, “First Industrial’s guidance range for 2007 FFO per share/unit is \$4.45 to \$4.65 and \$2.25 to \$2.45 for EPS. On balance sheet investment volume assumptions for 2007, which include both developments placed in service and acquisitions, range from \$800 million to \$900 million with a 7.5% to 8.5% average cap rate. On balance sheet sales volume in 2007 is assumed to be \$900 million to \$1 billion with a 6.5% to 7.5% average cap rate. Book gains from property sales/fees are estimated to be \$185 million to \$195 million. Our assumption for net economic gains for on balance sheet transactions in 2007 is between \$125 million and \$135 million.

Our estimate for First Industrial’s FFO from joint ventures in 2007 is between \$57 million and \$62 million. Joint venture investment volume assumptions for 2007, which include both new developments and acquisitions, range from \$1.2 billion to \$1.3 billion. Joint venture sales volume in 2007 is assumed to be approximately \$1.1 billion to \$1.2 billion.”

	Low End of Guidance for 3Q 2007 (Per share/unit)	High End of Guidance for 3Q 2007 (Per share/unit)	Low End of Guidance for 2007 (Per share/unit)	High End of Guidance for 2007 (Per share/unit)
Net Income Available to Common Stockholders	\$ 0.46	\$ 0.56	\$ 2.25	\$ 2.45
Add: Real Estate Depreciation/Amortization	0.86	0.86	3.40	3.40
Less: Accumulated Depreciation/Amortization on Real Estate Sold	(0.25)	(0.25)	(1.20)	(1.20)
FFO	<u>\$ 1.07</u>	<u>\$ 1.17</u>	<u>\$ 4.45</u>	<u>\$ 4.65</u>

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Mr. Brennan continued, “A number of factors could impact our ability to deliver results in line with our assumptions, such as interest rates, the overall economy, the supply and demand of industrial real estate, the timing and yields for divestment and investment, and numerous other variables. There can be no assurance that First Industrial can achieve such results for 2007. However, I believe that First Industrial has the proper strategy, infrastructure, and capabilities to deliver such results.”

First Industrial Realty Trust, Inc. (NYSE: FR) provides industrial real estate solutions for every stage of a customer’s supply chain, no matter how large or complex. Across more than 30 markets in the United States, Canada, The Netherlands and Belgium, our local market experts buy, (re)develop, lease, manage and sell industrial properties, including all of the major facility types – R&D/flex, light industrial, manufacturing, and regional and bulk distribution centers. We continue to receive leading customer service scores from Kingsley Associates, an independent research firm, and in total, we own and manage more than 100 million square feet of industrial space. For more information, please visit us at www.firstindustrial.com.

This press release contains forward-looking information about the Company. A number of factors could cause the Company’s actual results to differ materially from those anticipated, including changes in: national, international, regional and local economic conditions generally and real estate markets specifically, legislation/regulation (including changes to laws governing the taxation of real estate investment trusts), availability of financing, interest rate levels, competition, supply and demand for industrial properties in the Company’s current and proposed market areas, potential environmental liabilities, slippage in development or lease-up schedules, tenant credit risks, higher-than-expected costs, changes in general accounting principles, policies and guidelines applicable to real estate investment trusts, and risks related to doing business internationally (including foreign currency exchange risks). For further information on these and other factors that could impact the Company and the statements contained herein, reference should be made to the Company’s filings with the Securities and Exchange Commission.

A schedule of selected financial information is attached.

First Industrial Realty Trust, Inc. will host a quarterly conference call at 11:00 a.m. CDT, 12:00 p.m. EDT, on Wednesday, July 25, 2007. The call-in number is (888) 693-3477 and the passcode is “First Industrial.” The conference call will also be webcast live on First Industrial’s web site, www.firstindustrial.com, under the “Investor Relations” tab. The replay will also be available on the web site.

The Company’s first quarter supplemental information can be viewed on First Industrial’s website, www.firstindustrial.com, under the “Investor Relations” tab.

Contact: Sean P. O’Neill
SVP, Investor Relations and Corporate Communications
312-344-4401

Art Harmon
Sr. Manager, Investor Relations and Corporate Communications
312-344-4320

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FIRST INDUSTRIAL REALTY TRUST, INC.
Selected Financial Data
(In thousands, except for per share/unit and property data)
(Unaudited)

	Three Months Ended		Six Months Ended	
	June 30, 2007	June 30, 2006	June 30, 2007	June 30, 2006
Statement of Operations and Other Data:				
Total Revenues	\$ 115,036	\$ 90,064	\$ 230,328	\$ 176,282
Property Expenses	(34,873)	(29,171)	(68,451)	(59,715)
Build to Suit For Sale Costs	(2,930)	—	(6,131)	(666)
Contractor Expenses	(4,123)	—	(8,959)	—
General & Administrative Expense	(22,380)	(18,236)	(45,171)	(35,872)
Depreciation of Corporate F,F&E	(491)	(448)	(962)	(864)
Depreciation and Amortization of Real Estate	<u>(39,949)</u>	<u>(34,365)</u>	<u>(77,906)</u>	<u>(65,707)</u>
Total Expenses	(104,746)	(82,220)	(207,580)	(162,824)
Interest Income	225	260	485	899
Interest Expense	(29,667)	(29,744)	(59,568)	(59,232)
Amortization of Deferred Financing Costs	(824)	(603)	(1,644)	(1,223)
Mark-to-Market/Loss on Settlement of Interest Rate Protection Agreements (a)	—	—	—	(170)
Loss from Early Retirement of Debt	<u>(108)</u>	<u>—</u>	<u>(254)</u>	<u>—</u>
Loss from Continuing Operations Before Equity in Net Income of Joint Ventures, Income Tax (Provision) Benefit and Minority Interest Allocable to Continuing Operations	(20,084)	(22,243)	(38,233)	(46,268)
Equity in Net Income of Joint Ventures (b)	11,626	7,307	17,257	7,273
Income Tax (Provision) Benefit	(118)	983	1,607	6,951
Minority Interest Allocable to Continuing Operations	<u>2,039</u>	<u>2,373</u>	<u>4,182</u>	<u>5,489</u>
Loss from Continuing Operations	(6,537)	(11,580)	(15,187)	(26,555)
Income from Discontinued Operations (Including Gain on Sale of Real Estate of \$59,429 and \$51,999 for the Three Months Ended June 30, 2007 and 2006, respectively and \$114,799 and \$106,021 for the Six Months Ended June 30, 2007 and 2006, respectively (c))	61,325	57,281	119,747	115,248
Provision for Income Taxes Allocable to Discontinued Operations (Including a provision allocable to Gain on Sale of Real Estate of \$11,070 and \$7,625 for the Three Months Ended June 30, 2007 and 2006, respectively and \$21,203 and \$22,535 for the Six Months Ended June 30, 2007 and 2006, respectively)	(11,577)	(8,321)	(22,613)	(23,596)
Minority Interest Allocable to Discontinued Operations (c)	<u>(6,238)</u>	<u>(6,370)</u>	<u>(12,239)</u>	<u>(12,007)</u>
Income Before Gain on Sale of Real Estate	36,973	31,010	69,708	53,090
Gain on Sale of Real Estate	830	2,447	4,404	3,522
Provision for Income Taxes Allocable to Gain on Sale of Real Estate	(327)	(971)	(1,095)	(1,051)
Minority Interest Allocable to Gain on Sale of Real Estate	<u>(63)</u>	<u>(192)</u>	<u>(417)</u>	<u>(324)</u>
Net Income	37,413	32,294	72,600	55,237
Preferred Dividends	(5,671)	(5,029)	(11,606)	(10,048)
Redemption of Preferred Stock	<u>(2,017)</u>	<u>—</u>	<u>(2,017)</u>	<u>(672)</u>
Net Income Available to Common Stockholders	<u>\$ 29,725</u>	<u>\$ 27,265</u>	<u>\$ 58,977</u>	<u>\$ 44,517</u>
RECONCILIATION OF NET INCOME AVAILABLE TO COMMON STOCKHOLDERS TO FFO (d) AND FAD (d)				
Net Income Available to Common Stockholders	\$ 29,725	\$ 27,265	\$ 58,977	\$ 44,517
Add: Depreciation and Amortization of Real Estate	39,949	34,365	77,906	65,707
Add: Income Allocated to Minority Interest	4,262	4,189	8,474	6,842
Add: Depreciation and Amortization of Real Estate Included in Discontinued Operations	1,390	5,157	4,209	11,668
Add: Depreciation and Amortization of Real Estate — Joint Ventures (b)	2,284	3,090	4,962	5,507
Less: Accumulated Depreciation/Amortization on Real Estate Sold	<u>(15,546)</u>	<u>(16,562)</u>	<u>(34,711)</u>	<u>(27,406)</u>

Less: Accumulated Depreciation/Amortization on Real Estate Sold — Joint Ventures (b)	(2,496)	(599)	(3,158)	(683)
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Funds From Operations (“FFO”) (d)	\$ 59,568	\$ 56,905	\$ 116,659	\$ 106,152
Add: Loss from Early Retirement of Debt	108	—	254	—
Add: Restricted Stock Amortization	3,648	2,480	7,254	4,625
Add: Amortization of Deferred Financing Costs	824	603	1,644	1,223
Add: Depreciation of Corporate F,F&E	491	448	962	864
Add: Redemption of Preferred Stock	2,017	—	2,017	672
Less: Non-Incremental Capital Expenditures	(7,118)	(10,257)	(12,373)	(19,733)
Less: Straight-Line Rent	<u>(2,843)</u>	<u>(2,503)</u>	<u>(5,505)</u>	<u>(4,984)</u>
Funds Available for Distribution (“FAD”) (d)	<u>\$ 56,695</u>	<u>\$ 47,676</u>	<u>\$ 110,912</u>	<u>\$ 88,819</u>

FIRST INDUSTRIAL REALTY TRUST, INC.
Selected Financial Data
(In thousands, except for per share/unit and property data)
(Unaudited)

	Three Months Ended		Six Months Ended	
	June 30, 2007	June 30, 2006	June 30, 2007	June 30, 2006
RECONCILIATION OF NET INCOME AVAILABLE TO COMMON STOCKHOLDERS TO EBITDA (d) AND NOI (d)				
Net Income Available to Common Stockholders	\$ 29,725	\$ 27,265	\$ 58,977	\$ 44,517
Add: Interest Expense	29,667	29,744	59,568	59,232
Add: Depreciation and Amortization of Real Estate	39,949	34,365	77,906	65,707
Add: Preferred Dividends	5,671	5,029	11,606	10,048
Add: Mark-to-Market/Loss on Settlement of Interest Rate Protection Agreements (a)	—	—	—	170
Add: Provision for Income Taxes	12,022	8,309	22,101	17,696
Add: Redemption of Preferred Stock	2,017	—	2,017	672
Add: Income Allocated to Minority Interest	4,262	4,189	8,474	6,842
Add: Amortization of Deferred Financing Costs	824	603	1,644	1,223
Add: Depreciation of Corporate F,F&E	491	448	962	864
Add: Depreciation and Amortization of Real Estate Included in Discontinued Operations	1,390	5,157	4,209	11,668
Add: Loss from Early Retirement of Debt	108	—	254	—
Add: Depreciation and Amortization of Real Estate — Joint Ventures (b)	2,284	3,090	4,962	5,507
Less: Accumulated Depreciation/Amortization on Real Estate Sold	(15,546)	(16,562)	(34,711)	(27,406)
Less: Accumulated Depreciation/Amortization on Real Estate Sold — Joint Ventures (b)	(2,496)	(599)	(3,158)	(683)
EBITDA (d)	\$ 110,368	\$ 101,038	\$ 214,811	\$ 196,057
Add: General and Administrative Expense	22,380	18,236	45,171	35,872
Less: Net Economic Gains (d)	(36,201)	(32,836)	(71,015)	(67,997)
Less: Provision for Income Taxes	(12,022)	(8,309)	(22,101)	(17,696)
Less: Equity in FFO of Joint Ventures	(15,452)	(13,614)	(28,279)	(20,126)
Net Operating Income (“NOI”) (d)	\$ 69,073	\$ 64,515	\$ 138,587	\$ 126,110
RECONCILIATION OF GAIN ON SALE OF REAL ESTATE TO NET ECONOMIC GAINS (d)				
Gain on Sale of Real Estate	830	2,447	4,404	3,522
Gain on Sale of Real Estate included in Discontinued Operations	59,429	51,999	114,799	106,021
Less: Provision for Income Taxes	(12,022)	(8,309)	(22,101)	(17,696)
Less: Accumulated Depreciation/Amortization on Real Estate Sold	(15,546)	(16,562)	(34,711)	(27,406)
Add: Assignment Fees	—	792	3,275	792
Add: Income Taxes Allocable to FFO from Joint Ventures	3,510	2,469	5,349	2,764
Net Economic Gains (d)	\$ 36,201	\$ 32,836	\$ 71,015	\$ 67,997
Weighted Avg. Number of Shares/Units Outstanding — Basic	50,985	50,706	50,975	50,675
Weighted Avg. Number of Shares/Units Outstanding — Diluted (e)	50,985	50,706	50,975	50,675
Weighted Avg. Number of Shares Outstanding — Basic	44,471	44,006	44,441	43,947
Weighted Avg. Number of Shares Outstanding — Diluted (e)	44,471	44,006	44,441	43,947
Per Share/Unit Data:				
FFO:				
- Basic	\$ 1.17	\$ 1.12	\$ 2.29	\$ 2.09
- Diluted (e)	\$ 1.17	\$ 1.12	\$ 2.29	\$ 2.09
Loss from Continuing Operations Less Preferred Dividends and Redemption of Preferred Stock Per Weighted Average Common Share Outstanding:				
- Basic	\$ (0.31)	\$ (0.35)	\$ (0.58)	\$ (0.80)
- Diluted (e)	\$ (0.31)	\$ (0.35)	\$ (0.58)	\$ (0.80)
Net Income Available to Common Stockholders Per Weighted Average Common Share Outstanding:				
- Basic	\$ 0.67	\$ 0.62	\$ 1.33	\$ 1.01
- Diluted (e)	\$ 0.67	\$ 0.62	\$ 1.33	\$ 1.01

Dividends/Distributions	\$ 0.7100	\$ 0.7000	\$ 1.4200	\$ 1.4000
FFO Payout Ratio	60.8%	62.4%	62.0%	66.8%
FAD Payout Ratio	63.8%	74.4%	65.3%	79.9%

Balance Sheet Data (end of period):

Real Estate Before Accumulated Depreciation	\$ 3,334,416	\$ 3,181,985
Real Estate and Other Held For Sale, Net	65,927	73,260
Total Assets	3,314,664	3,167,180
Debt	1,979,729	1,819,440
Total Liabilities	2,190,073	2,011,366
Stockholders’ Equity and Minority Interest	\$ 1,124,591	\$ 1,155,814



- a) Represents the gain on settlement/mark to market of interest rate protection agreements that do not qualify for hedge accounting in accordance with Statement of Financial Accounting Standard No. 133, "Accounting for Derivative Instruments and Hedging Activities".
- b) Represents the Company's share of net income, depreciation and amortization of real estate and accumulated depreciation and amortization on real estate sold from the Company's joint ventures in which it owns minority equity interests.
- c) In August 2001, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard No. 144 "Accounting for the Impairment or Disposal of Long-Lived Assets" ("FAS 144"). FAS 144 requires that the operations and gain (loss) on sale of qualifying properties sold and properties that are classified as held for sale be presented in discontinued operations. FAS 144 also requires that prior periods be restated.
- d) Investors in and analysts following the real estate industry utilize FFO, NOI, EBITDA and FAD, variously defined, as supplemental performance measures. While the Company believes net income available to common stockholders, as defined by GAAP, is the most appropriate measure, it considers FFO, NOI, EBITDA and FAD, given their wide use by and relevance to investors and analysts, appropriate supplemental performance measures. FFO, reflecting the assumption that real estate asset values rise or fall with market conditions, principally adjusts for the effects of GAAP depreciation and amortization of real estate assets. NOI provides a measure of rental operations, and does not factor in depreciation and amortization and non-property specific expenses such as general and administrative expenses. EBITDA provides a tool to further evaluate the ability to incur and service debt and to fund dividends and other cash needs. FAD provides a tool to further evaluate the ability to fund dividends. In addition, FFO, NOI, EBITDA and FAD are commonly used in various ratios, pricing multiples/yields and returns and valuation calculations used to measure financial position, performance and value.

The Company calculates FFO to be equal to net income available to common stockholders, plus depreciation and amortization on real estate, minus accumulated depreciation and amortization on real estate sold. Accordingly, as calculated by the Company, FFO includes net economic gains resulting from all Company property sales as well as assignment fees. Assignment fees are earned when the Company assigns its interest in a purchase contract to a third party for consideration.

NOI is defined as revenues of the Company, minus property expenses such as real estate taxes, repairs and maintenance, property management, utilities, insurance and other expenses. NOI includes NOI from discontinued operations.

EBITDA is defined as NOI, plus the equity in FFO of the Company's joint ventures, which are accounted for under the equity method of accounting, plus Net Economic Gains, minus general and administrative expenses. EBITDA includes EBITDA from discontinued operations.

FAD is defined as EBITDA, minus GAAP interest expense, minus preferred stock dividends, minus straight-line rental income, minus provision for income taxes, plus restricted stock amortization, minus non-incremental capital expenditures. Non-incremental capital expenditures are building improvements and leasing costs required to maintain current revenues.

FFO, NOI, EBITDA and FAD do not represent cash generated from operating activities in accordance with GAAP and are not necessarily indicative of cash available to fund cash needs, including the repayment of principal on debt and payment of dividends and distributions. FFO, NOI, EBITDA and FAD should not be considered as substitutes for net income available to common stockholders (calculated in accordance with GAAP), as a measure of results of operations, or cash flows (calculated in accordance with GAAP) as a measure of liquidity. FFO, NOI, EBITDA and FAD, as calculated by the Company, may not be comparable to similarly titled, but variously calculated, measures of other REITs or to the definition of FFO published by NAREIT.

The Company also reports Net Economic Gains, which, effectively, measure the value created in the Company's capital recycling activities. Net Economic Gains are calculated by subtracting from gain on sale of real estate (calculated in accordance with GAAP, including gains on sale of real estate classified as discontinued operations) the recapture of accumulated depreciation and amortization on real estate sold (excluding the recapture of accumulated amortization related to above/below market leases and lease inducements as this amortization is included in revenues and FFO) and the provision for income taxes (excluding taxes associated with joint ventures).

In addition, the Company considers cash-basis same store NOI ("SS NOI") to be a useful supplemental measure of its operating performance. Beginning with the fourth quarter of 2006, the Company adopted the following definition of its same store pool of properties: Same store properties, for the period beginning January 1, 2007, include all properties owned January 1, 2006 and held as an operating property through the end of the current reporting period and developments that were placed in service or were substantially completed for 12 months prior to January 1, 2006 (the "Same Store Pool"). The Company defines SS NOI as NOI, less NOI of properties not in the Same Store Pool, less the impact of straight-line rent and the amortization of above/below market rent. For the quarters ended June 30, 2007 and 2006, NOI was \$69,073 and \$64,515, respectively; NOI of properties not in the Same Store Pool was \$12,420 and \$11,043 respectively; the impact of straight-line rent and the amortization of above/below market rent was \$2,107 and \$2,153, respectively. The Company excludes straight-line rents and above/below market rent amortization in calculating SS NOI because the Company believes it provides a better measure of actual cash basis rental growth for a year-over-year comparison. In addition, the Company believes that SS NOI helps the investing public compare the operating performance of a company's real estate as compared to other companies. While SS NOI is a relevant and widely used measure of operating performance of real estate investment trusts, it does not represent cash flow from operations or net income as defined by GAAP and should not be considered as an alternative to those measures in evaluating our liquidity or operating performance. SS NOI also does not reflect general and administrative expenses, interest expenses, depreciation and amortization costs, capital expenditures and leasing costs, or trends in development and construction activities that could materially impact our results from operations. Further, the Company's computation of SS NOI may not be comparable to that of other real estate companies, as they may use different methodologies for calculating SS NOI.

- e) Pursuant to Statement of Financial Accounting Standard No. 128, "Earnings Per Share", the diluted weighted average number of shares/units outstanding and the diluted weighted average number of shares outstanding are the same as the basic weighted average number of shares/units outstanding and the basic weighted average number of shares outstanding, respectively, for periods in which continuing operations is a loss, as the dilutive effect of stock options and restricted stock would be antidilutive to the loss from continuing operations per share.

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MEDIA RELEASE**FIRST INDUSTRIAL EXPANDING INTO THE NETHERLANDS AND BELGIUM**

JAN SCHEERS HIRED AS MANAGING DIRECTOR BASED IN BRUSSELS, BELGIUM

CHICAGO, July 24, 2007 — First Industrial Realty Trust, Inc. (NYSE: FR), a leading provider of industrial real estate supply chain solutions, today announced that it is entering The Netherlands and Belgium. Both countries offer sizeable growth opportunities due to rising volumes of containerized cargo moving through their ports, growing demand for modern distribution facilities, rising needs for redevelopment in established markets, and an emerging trend toward leasing versus direct ownership by corporate customers – the largest owners of industrial property. In addition, many of First Industrial’s North American customers do business in these major European markets providing significant new business opportunities.

“After more than a year of extensive research, we have decided to build upon the strength of our North American platform by expanding into The Netherlands and Belgium to enhance the services we provide to our growing customer base,” said Mike Brennan, president and CEO of First Industrial. “As global trade patterns shift and the European Union evolves, new supply chains are being created that connect more cost effective manufacturing centers with large populations of consumers. First Industrial will provide industrial space in key logistics hubs such as Rotterdam, the largest port in Europe, Amsterdam, and the Golden Triangle (Antwerp/Brussels/Ghent) in Belgium to serve growing customer demand for multiple industrial facility types through development, redevelopment and acquisitions.”

Mr. Brennan added, “We are extremely pleased that industry veteran Jan Scheers has joined our team given his strong credentials and track record in these markets. He is an important addition to our executive management group.”

Jan Scheers Joins First Industrial as Managing Director

Jan Scheers joins First Industrial as a managing director based in Brussels, Belgium. He will lead First Industrial’s expansion into these new European markets, and is responsible for business development, investments and portfolio management.

Mr. Scheers joins First Industrial from Macquarie Goodman (formerly Eurinpro), a leading real-estate developer and investor in commercial properties, where he was a managing director for several European countries responsible for acquisitions, development and property management, as well as building operations for a network of new offices. Previously, he was their chief operating officer in charge of development for Northern Europe and country manager for Belgium and Germany.

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Mr. Scheers has more than 21 years of industrial real estate experience and is a member of VIL Vlaams Instituut van de Logistiek and VIB Vereniging voor Inkoop en Bedrijfslogistiek en Nederland Distributieland. He earned masters degrees of business administration and business economics from Brussels University in Brussels, Belgium and a degree in Latin mathematics and Latin sciences from Sint Jan Berchmanscollege in Puurs, Belgium.

New Markets

The major industrial markets in The Netherlands are Rotterdam and Amsterdam. Rotterdam is the largest containerized cargo seaport in Europe and volume has grown more than 10% for the past four years, according to the Port of Rotterdam, with further growth expected as new capacity is added in 2008. Amsterdam's industrial market is comprised of Amstel/Southeast, Westport and Schiphol – the site of Europe's third largest cargo airport, Schiphol Airport.

In Belgium, The Golden Triangle (Antwerp/Brussels/Ghent) has experienced strong demand from the logistics and distribution sectors due to its extensive transportation infrastructure of roads, rail, and sea. Antwerp is the third largest containerized cargo seaport in Europe with volume increasing 15% in the first half of 2007, as published by the Port of Antwerp. Brussels' Zaventem Airport is among Europe's largest cargo airports and the region's broad-based economy has produced strong demand for light industrial facilities from small businesses across many sectors.

"I look forward to leading our expansion into these strategic markets," said Jan Scheers, managing director of First Industrial. "Given First Industrial's proven track record, large capital base, and disciplined investment approach, we are well positioned to capitalize on the many growth opportunities we see in The Netherlands and Belgium."

First Industrial Realty Trust, Inc. (NYSE: FR) provides industrial real estate solutions for every stage of a customer's supply chain, no matter how large or complex. Across more than 30 markets in the United States, Canada, The Netherlands and Belgium, our local market experts buy, (re)develop, lease, manage and sell industrial properties, including all of the major facility types – R&D/flex, light industrial, manufacturing, and regional and bulk distribution centers. We continue to receive leading customer service scores from Kingsley Associates, an independent research firm, and in total, we own and manage more than 100 million square feet of industrial space. For more information, please visit us at www.firstindustrial.com.

This press release contains forward-looking information about the Company. A number of factors could cause the Company's actual results to differ materially from those anticipated, including changes in: national, international, regional and local economic conditions generally and real estate markets specifically, legislation/regulation (including changes to laws governing the taxation of real estate investment trusts), availability of financing, interest rate levels, competition, supply and demand for industrial properties in the Company's current and proposed market areas, potential environmental liabilities, slippage in development or lease-up schedules, tenant credit risks, higher-than-expected costs, changes in general accounting principles, policies and guidelines applicable to real estate investment trusts, and risks related to doing business internationally (including foreign currency exchange risks). For further information on these and other factors that could impact the Company and the statements contained herein, reference should be made to the Company's filings with the Securities and Exchange Commission.

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