UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2011

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission File Number 1-13102

FIRST INDUSTRIAL REALTY TRUST, INC.
(Exact name of Registrant as specified in its Charter)

Maryland (State or other jurisdiction of incorporation or organization)	**36-3935116** (I.R.S. Employer Identification No.)
311 S. Wacker Drive, Suite 3900, Chicago, Illinois (Address of principal executive offices)	**60606** (Zip Code)

(312) 344-4300
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:
Common Stock
(Title of Class)
New York Stock Exchange
(Name of exchange on which registered)
Depositary Shares Each Representing 1/10,000 of a Share of 7.25% Series J Cumulative Preferred Stock
Depositary Shares Each Representing 1/10,000 of a Share of 7.25% Series K Cumulative Preferred Stock
(Title of class)
New York Stock Exchange
(Name of exchange on which registered)
Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The aggregate market value of the voting and non-voting stock held by non-affiliates of the Registrant was approximately $986.0 million based on the closing price on the New York Stock Exchange for such stock on June 30, 2011.

At February 28, 2012, 86,733,657 shares of the Registrant's Common Stock, $0.01 par value, were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates certain information by reference to the Registrant's definitive proxy statement expected to be filed with the Securities and Exchange Commission no later than 120 days after the end of the Registrant's fiscal year.

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This report contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of complying with those safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies and expectations of the Company, are generally identifiable by use of the words “believe,” “expect,” “intend,” “anticipate,” “estimate,” “project,” “seek,” “target,” “potential,” “focus,” “may,” “should” or similar expressions. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Factors which could have a materially adverse effect on our operations and future prospects include, but are not limited to: changes in national, international, regional and local economic conditions generally and real estate markets specifically; changes in legislation/regulation (including changes to laws governing the taxation of real estate investment trusts) and actions of regulatory authorities (including the Internal Revenue Service); our ability to qualify and maintain our status as a real estate investment trust; the availability and attractiveness of financing (including both public and private capital) to us and to our potential counterparties; the availability and attractiveness of terms of additional debt repurchases; interest rates; our credit agency ratings; our ability to comply with applicable financial covenants; competition; changes in supply and demand for industrial properties (including land, the supply and demand for which is inherently more volatile than other types of industrial property) in the Company’s current and proposed market areas; difficulties in consummating acquisitions and dispositions; risks related to our investments in properties through joint ventures; environmental liabilities; slippages in development or lease-up schedules; tenant creditworthiness; higher-than-expected costs; changes in asset valuations and related impairment charges; changes in general accounting principles, policies and guidelines applicable to real estate investment trusts; international business risks and those additional factors described in Item 1A, “Risk Factors” and in our other filings with the Securities and Exchange Commission (the “SEC”). We caution you not to place undue reliance on forward looking statements, which reflect our analysis only and speak only as of the date of this report or the dates indicated in the statements. We assume no obligation to update or supplement forward-looking statements. Unless the context otherwise requires, the terms “Company,” “we,” “us,” and “our” refer to First Industrial Realty Trust, Inc., First Industrial, L.P. and their controlled subsidiaries. We refer to our operating partnership, First Industrial, L.P., as the “Operating Partnership.”

PART I
THE COMPANY

Item 1. *Business*

General

First Industrial Realty Trust, Inc. is a Maryland corporation organized on August 10, 1993, and is a real estate investment trust ("REIT") as defined in the Internal Revenue Code of 1986 (the "Code"). We are a self-administered and fully integrated real estate company which owns, manages, acquires, sells, develops, and redevelops industrial real estate. As of December 31, 2011, our in-service portfolio consisted of 354 light industrial properties, 113 R&D/flex properties, 159 bulk warehouse properties, 105 regional warehouse properties and eight manufacturing properties containing approximately 66.3 million square feet of gross leasable area ("GLA") located in 26 states in the United States and one province in Canada. Our in-service portfolio includes all properties other than developed, redeveloped and acquired properties that have not yet reached stabilized occupancy (generally defined as properties that are 90% leased). Properties which are at least 75% occupied at acquisition are placed in-service. Acquired properties less than 75% occupied are placed in-service upon the earlier of reaching 90% occupancy or one year from the acquisition date. Development properties are placed in-service upon the earlier of reaching 90% occupancy or one year from the date construction is completed. Redevelopments (generally projects which require capital expenditures exceeding 25% of basis) are placed in-service upon the earlier of reaching 90% occupancy or one year from the completion of renovation construction.

Our interests in our properties and land parcels are held through partnerships, corporations, and limited liability companies controlled, directly or indirectly, by the Company, including the Operating Partnership, of which we are the sole general partner with an approximate 94.3% and 92.8% ownership interest at December 31, 2011 and December 31, 2010, respectively, and through our taxable REIT subsidiaries. We also conduct operations through other partnerships and limited liability companies, the operating data of which, together with that of the Operating Partnership and the taxable REIT subsidiaries, is consolidated with that of the Company as presented herein.

We also own noncontrolling equity interests in, and provide services to, two joint ventures (the "2003 Net Lease Joint Venture" and the "2007 Europe Joint Venture"). During 2010, we provided various services to, and ultimately disposed of our equity interests in, five joint ventures (the "2005 Development/Repositioning Joint Venture," the "2005 Core Joint Venture," the "2006 Net Lease Co-Investment Program," the "2006 Land/Development Joint Venture" and the "2007 Canada Joint Venture;" together with the 2003 Net Lease Joint Venture and the 2007 Europe Joint Venture, the "Joint Ventures"). The Joint Ventures are accounted for under the equity method of accounting. Accordingly, the operating data of our Joint Ventures is not consolidated with that of the Company as presented herein. The 2007 Europe Joint Venture does not own any properties. See Note 5 to the Consolidated Financial Statements for more information on the Joint Ventures.

We utilize an operating approach which combines the effectiveness of decentralized, locally-based property management, acquisition, sales and development functions with the cost efficiencies of centralized acquisition, sales and development support, capital markets expertise, asset management and fiscal control systems. At February 28, 2012, we had 176 employees.

We maintain a website at www.firstindustrial.com. Information on this website shall not constitute part of this Form 10-K. Copies of our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to such reports are available without charge on our website as soon as reasonably practicable after such reports are filed with or furnished to the SEC. In addition, our Corporate Governance Guidelines, Code of Business Conduct and Ethics, Audit Committee Charter, Compensation Committee Charter, Nominating/Corporate Governance Committee Charter, along with supplemental financial and operating information prepared by us, are all available without charge on our website or upon request to us. Amendments to, or waivers from, our Code of Business Conduct and Ethics that apply to our executive officers or directors will also be posted to our website. We also post or otherwise make available on our website from time to time other information that may be of interest to our investors. Please direct requests as follows:

First Industrial Realty Trust, Inc.
311 S. Wacker, Suite 3900
Chicago, IL 60606
Attention: Investor Relations

Business Objectives and Growth Plans

Our fundamental business objective is to maximize the total return to our stockholders through per share distributions and increases in the value of our properties and operations. Our long-term business growth plans include the following elements:

- *Internal Growth.* We seek to grow internally by (i) increasing revenues by renewing or re-leasing spaces subject to expiring leases at higher rental levels; (ii) increasing occupancy levels at properties where vacancies exist and maintaining occupancy elsewhere; (iii) controlling and minimizing property operating and general and administrative expenses; and (iv) renovating existing properties.
- *External Growth.* We seek to grow externally through (i) the development of industrial properties; (ii) the acquisition of portfolios of industrial properties, industrial property businesses or individual properties which meet our investment parameters and target markets; (iii) additional joint venture investments; and (iv) the expansion of our properties.

Our ability to pursue our long-term growth plans is affected by market conditions and our financial condition and operating capabilities.

Business Strategies

We utilize the following six strategies in connection with the operation of our business:

- *Organization Strategy.* We implement our decentralized property operations strategy through the deployment of experienced regional management teams and local property managers. We provide acquisition, development and financing assistance, asset management oversight and financial reporting functions from our headquarters in Chicago, Illinois to support our regional operations. We believe the size of our portfolio enables us to realize operating efficiencies by spreading overhead among many properties and by negotiating purchasing discounts.
- *Market Strategy.* Our market strategy is to concentrate on the top industrial real estate markets in the United States. These markets have one or more of the following characteristics: (i) strong industrial real estate fundamentals, including improving industrial demand expectations; (ii) a history of industry diversity and outlook for economic growth; and (iii) sufficient size to provide opportunity for ample transaction volume.
- *Leasing and Marketing Strategy.* We have an operational management strategy designed to enhance tenant satisfaction and portfolio performance. We pursue an active leasing strategy, which includes broadly marketing available space, seeking to renew existing leases at higher rents per square foot and seeking leases which provide for the pass-through of property-related expenses to the tenant. We also have local and national marketing programs which focus on the business and real estate brokerage communities and national tenants.
- *Acquisition/Development Strategy.* Our acquisition/development strategy is to invest in properties and other assets in the top industrial real estate markets in the United States.
- *Financing Strategy.* To finance acquisitions, developments and debt maturities, as market conditions permit, we utilize a portion of proceeds from property sales, proceeds from mortgage financings, line

of credit borrowings under our new $450 million unsecured credit facility, and proceeds from the issuance, when and as warranted, of additional equity securities (see Recent Developments). We also continually evaluate joint venture arrangements as another source of capital. As of February 28, 2012, we had approximately $262.4 million available for additional borrowings under our new $450 million unsecured credit facility.

- *Disposition Strategy.* We continuously evaluate local market conditions and property-related factors in all of our markets for purposes of identifying assets suitable for disposition. During 2010, management identified a pool of real estate assets (the “Non-Strategic Assets”) that it intends to sell. At December 31, 2011, the Non-Strategic Assets consisted of 133 industrial properties comprising approximately 11.3 million square feet of GLA and land parcels comprising approximately 359 gross acres.

Recent Developments

During December 2011, we entered into a new $450 million unsecured revolving credit agreement (the “Unsecured Credit Facility”). The Unsecured Credit Facility provides for interest only payments initially at LIBOR plus 210 basis points or at a base rate plus 210 basis points, at our election, based on our leverage ratio. The Unsecured Credit Facility matures on December 12, 2014, unless extended an additional year at our election, subject to certain conditions. We may request that the maximum borrowing capacity under the Unsecured Credit Facility be increased to $500 million, subject to certain conditions. The Unsecured Credit Facility replaces our previous $400 million credit facility (the “Old Credit Facility”). Our Old Credit Facility commitment was for a $200 million term borrowing, $100 million of which was paid off earlier in 2011, and an aggregate $200 million of revolving borrowings. For the term borrowing, the Old Credit Facility required interest-only payments through March 29, 2012 at LIBOR plus 325 basis points or at a base rate plus 225 basis points, at our election. For the revolving borrowings, the Old Credit Facility provided for interest only payments at LIBOR plus 275 or at a base rate plus 175 basis points, at our election. At the time the Unsecured Credit Facility was executed, we wrote off $1.2 million of unamortized deferred financing costs during 2011 related to the replacement of the Old Credit Facility, which is reflected as loss from retirement of debt on our Consolidated Statement of Operations.

During the year ended December 31, 2011, we acquired one industrial property comprising approximately 0.7 million square feet of GLA in connection with the purchase of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture at a cap rate of 8.4%. The cap rate was calculated by annualizing the contract rent in place at the time of acquisition and dividing it by the gross agreed upon fair value for the real estate. The acquisition was funded with a cash payment of $5.3 million and the assumption of a mortgage loan in the amount of $24.4 million. We also sold 36 industrial properties, at a weighted average cap rate of 6.3%, and one parcel of land for an aggregate gross sales price of $86.6 million. The cap rate is calculated by taking revenues of the property (excluding straight-line rent, lease inducement amortization and above and below market lease amortization) less operating expenses of the property for a period of twelve months prior to sale and dividing the sum by the sales price of the property. Included in the 36 industrial properties sold is one industrial property totaling approximately 0.4 million square feet of GLA that we transferred title to a lender in satisfaction of a non-recourse mortgage loan (See Note 6 to the Consolidated Financial Statements). At December 31, 2011, we owned 739 in-service industrial properties containing approximately 66.3 million square feet of GLA.

During 2011, we repurchased and retired prior to maturity $112.8 million of our senior unsecured notes and recognized a loss from retirement of debt on our Consolidated Statement of Operations of $2.0 million. Also, we paid off and retired our 2011 Exchangeable Notes, at maturity, in the amount of $128.9 million.

During 2011, we originated $255.9 million in mortgage financings at a weighted average interest rate of 4.57%, with maturities ranging between June 2018 and October 2021. Also, we paid off and/or retired $62.7 million in mortgage loans payable and recognized a loss on debt retirement of $2.1 million.

During the year ended December 31, 2011, we issued 17,300,000 shares of the Company's common stock, generating $201.4 million in net proceeds, in underwritten public offerings. Additionally, we issued 115,856 shares of the Company's common stock, generating $1.4 million in net proceeds, under the Company's "at-the-market" equity offering program ("ATM").

Future Property Acquisitions, Developments and Property Sales

We have acquisition and development programs through which we seek to identify portfolio and individual industrial property acquisitions and developments.

We also sell properties based on market conditions and property-related factors. As a result, we are currently engaged in negotiations relating to the possible sale of certain industrial properties in our portfolio.

When evaluating potential industrial property acquisitions and developments, as well as potential industrial property sales, we will consider such factors as: (i) the geographic area and type of property; (ii) the location, construction quality, condition and design of the property; (iii) the terms of tenant leases, including the potential for rent increases; (iv) the potential for economic growth and the tax and regulatory environment of the area in which the property is located; (v) the occupancy and demand by tenants for properties of a similar type in the vicinity; (vi) competition from existing properties and the potential for the construction of new properties in the area. (vii) the potential for capital appreciation of the property; (viii) the ability to improve the property's performance through renovation; and (ix) the potential for expansion of the physical layout of the property and/or the number of sites.

INDUSTRY

Industrial properties are typically used for the design, assembly, packaging, storage and distribution of goods and/or the provision of services. As a result, the demand for industrial space in the United States is related to the level of economic output. For the five years ended December 31, 2011, the national occupancy rate for industrial properties in the United States has ranged from 85.4%* to 90.4%*, with an occupancy rate of 86.4%* at December 31, 2011.

* Source: CBRE Econometric Advisors

Item 1A. *Risk Factors*

Risk Factors

Our operations involve various risks that could adversely affect our financial condition, results of operations, cash flow, ability to pay distributions on our common stock and the market price of our common stock. These risks, among others contained in our other filings with the SEC, include:

Disruptions in the financial markets could affect our ability to obtain financing and negatively impact our liquidity, financial condition and operating results.

From time to time the capital and credit markets in the United States and other countries experience significant price volatility, dislocations and liquidity disruptions, which can cause the market prices of many securities and the spreads on prospective debt financings to fluctuate substantially. These circumstances can materially impact liquidity in the financial markets, making terms for certain financings less attractive, and in some cases result in the unavailability of financing. A significant amount of our existing indebtedness was sold through capital markets transactions. We anticipate that the capital markets could be a source of refinancing of our existing indebtedness in the future. This source of refinancing may not be available if capital market volatility and disruption occurs. Furthermore, we could potentially lose access to available liquidity under our Unsecured Credit Facility if one or more participating lenders were to default on their commitments. If our ability to issue additional debt or equity securities, to finance future acquisitions, developments and redevelopments and Joint Venture activities or to borrow money under our Unsecured Credit Facility were to be impaired by capital market volatility and disruption, it could have a material adverse effect on our liquidity and financial condition.

In addition, capital and credit market price volatility could make the valuation of our properties more difficult. There may be significant uncertainty in the valuation, or in the stability of the value, of our properties that could result in a substantial decrease in the value of our properties. As a result, we may not be able to recover the carrying amount of our properties, which may require us to recognize an impairment loss in earnings.

Real estate investments' value fluctuates depending on conditions in the general economy and the real estate business. These conditions may limit the Company's revenues and available cash.

The factors that affect the value of our real estate and the revenues we derive from our properties include, among other things:

- general economic conditions;
- local, regional, national and international economic conditions and other events and occurrences that affect the markets in which we own properties;
- local conditions such as oversupply or a reduction in demand in an area;
- the attractiveness of the properties to tenants;
- tenant defaults;
- zoning or other regulatory restrictions;
- competition from other available real estate;
- our ability to provide adequate maintenance and insurance; and
- increased operating costs, including insurance premiums and real estate taxes.

These factors may be amplified in light of the disruption of the global credit markets. Our investments in real estate assets are concentrated in the industrial sector, and the demand for industrial space in the United States is related to the level of economic output. Accordingly, reduced economic output may lead to lower occupancy rates for our properties. In addition, if any of our tenants experiences a downturn in its business that weakens its financial condition, delays lease commencement, fails to make rental payments when due, becomes insolvent or declares bankruptcy, the result could be a termination of the tenant's lease, which could adversely affect our cash flow from operations.

Many real estate costs are fixed, even if income from properties decreases.

Our financial results depend on leasing space to tenants on terms favorable to us. Our income and funds available for distribution to our stockholders will decrease if a significant number of our tenants cannot pay their rent or we are unable to lease properties on favorable terms. In addition, if a tenant does not pay its rent, we may not be able to enforce our rights as landlord without delays and we may incur substantial legal costs. Costs associated with real estate investment, such as real estate taxes and maintenance costs, generally are not reduced when circumstances cause a reduction in income from the investment.

The Company may be unable to sell properties when appropriate because real estate investments are not as liquid as certain other types of assets.

Real estate investments generally cannot be sold quickly, which will tend to limit our ability to adjust our property portfolio promptly in response to changes in economic or other conditions. The inability to respond promptly to changes in the performance of our property portfolio could adversely affect our financial condition and ability to service debt and make distributions to our stockholders. In addition, like other companies qualifying as REITs under the Code, we must comply with the safe harbor rules relating to the number of properties disposed of in a year, their tax basis and the cost of improvements made to the properties, or meet other tests which enable a REIT to avoid punitive taxation on the sale of assets. Thus, our ability at any time to sell assets may be restricted.

The Company may be unable to sell properties on advantageous terms.

We have sold to third parties a significant number of properties in recent years and, as part of our business, we intend to continue to sell properties to third parties. Our ability to sell properties on advantageous terms depends on factors beyond our control, including competition from other sellers and the availability of attractive financing for potential buyers of our properties. If we are unable to sell properties on favorable terms or redeploy the proceeds of property sales in accordance with our business strategy, then our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock could be adversely affected.

The Company may be unable to complete development and re-development projects on advantageous terms.

As part of our business, we develop new and re-develop existing properties when and as conditions warrant. In addition, we have sold to third parties or sold to joint ventures development and re-development properties, and we may continue to sell such properties to third parties or to sell or contribute such properties to joint ventures as opportunities arise. The real estate development and re-development business involves significant risks that could adversely affect our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock, which include:

- we may not be able to obtain financing for development projects on favorable terms and complete construction on schedule or within budget, resulting in increased debt service expense and construction costs and delays in leasing the properties and generating cash flow;
- we may not be able to obtain, or may experience delays in obtaining, all necessary zoning, land-use, building, occupancy and other governmental permits and authorizations;
- the properties may perform below anticipated levels, producing cash flow below budgeted amounts and limiting our ability to sell such properties to third parties or to sell such properties to joint ventures.

The Company may be unable to acquire properties on advantageous terms or acquisitions may not perform as the Company expects.

We acquire and intend to continue to acquire primarily industrial properties. The acquisition of properties entails various risks, including the risks that our investments may not perform as expected and that our cost estimates for bringing an acquired property up to market standards may prove inaccurate. Further, we face significant competition for attractive investment opportunities from other well-capitalized real estate investors, including both publicly-traded REITs and private investors. This competition increases as investments in real estate become attractive relative to other forms of investment. As a result of competition, we may be unable to acquire additional properties as we desire or the purchase price may be elevated. In addition, we expect to finance future acquisitions through a combination of borrowings under the Unsecured Credit Facility, proceeds from equity or debt offerings and debt originations by the Company and proceeds from property sales, which may not be available and which could adversely affect our cash flow. Any of the above risks could adversely affect our financial condition, results of operations, cash flow and ability to pay dividends on, and the market value of, our common stock.

The Company may be unable to renew leases or find other lessees.

We are subject to the risks that, upon expiration, leases may not be renewed, the space subject to such leases may not be relet or the terms of renewal or reletting, including the cost of required renovations, may be less favorable than expiring lease terms. If we were unable to promptly renew a significant number of expiring leases or to promptly relet the space covered by such leases, or if the rental rates upon renewal or reletting were significantly lower than the current rates, our financial condition, results of operation, cash flow and ability to pay dividends on, and the market price of, our common stock could be adversely affected. As of December 31, 2011, leases with respect to approximately 8.2 million, 11.3 million and 8.5 million square feet of GLA, representing 15%, 20% and 15% of our total GLA, expire in 2012, 2013 and 2014, respectively.

The Company might fail to qualify or remain qualified as a REIT.

We intend to operate so as to qualify as a REIT under the Code. Although we believe that we are organized and will operate in a manner so as to qualify as a REIT, qualification as a REIT involves the satisfaction of numerous requirements, some of which must be met on a recurring basis. These requirements are established under highly technical and complex Code provisions of which there are only limited judicial or administrative interpretations and involve the determination of various factual matters and circumstances not entirely within our control.

If we were to fail to qualify as a REIT in any taxable year, we would be subject to federal income tax, including any applicable alternative minimum tax, on our taxable income at corporate rates. This could result in a discontinuation or substantial reduction in dividends to stockholders and in cash to pay interest and principal on debt securities that we issue. Unless entitled to relief under certain statutory provisions, we would be disqualified from electing treatment as a REIT for the four taxable years following the year during which we failed to qualify as a REIT.

Certain property transfers may generate prohibited transaction income, resulting in a penalty tax on the gain attributable to the transaction.

As part of our business, we sell properties to third parties as opportunities arise. Under the Code, a 100% penalty tax could be assessed on the gain resulting from sales of properties that are deemed to be prohibited transactions. The question of what constitutes a prohibited transaction is based on the facts and circumstances surrounding each transaction. The Internal Revenue Service (“IRS”) could contend that certain sales of properties by us are prohibited transactions. While we do not believe that the IRS would prevail in such a dispute, if the matter were successfully argued by the IRS, the 100% penalty tax could be assessed against the profits from these transactions. In addition, any income from a prohibited transaction may adversely affect our ability to satisfy the income tests for qualification as a REIT.

The REIT distribution requirements may limit the Company's ability to retain capital and require the Company to turn to external financing sources.

We could, in certain instances, have taxable income without sufficient cash to enable us to meet the distribution requirements of the REIT provisions of the Code. In that situation, we could be required to borrow funds or sell properties on adverse terms in order to meet those distribution requirements. In addition, because we must distribute to our stockholders at least 90% of our REIT taxable income each year, our ability to accumulate capital may be limited. Thus, to provide capital resources for our ongoing business, and to satisfy our debt repayment obligations and other liquidity needs, we may be more dependent on outside sources of financing, such as debt financing or issuances of additional capital stock, which may or may not be available on favorable terms. Additional debt financings may substantially increase our leverage and additional equity offerings may result in substantial dilution of stockholders' interests.

Debt financing, the degree of leverage and rising interest rates could reduce the Company's cash flow.

Where possible, we intend to continue to use leverage to increase the rate of return on our investments and to allow us to make more investments than we otherwise could. Our use of leverage presents an additional element of risk in the event that the cash flow from our properties is insufficient to meet both debt payment obligations and the distribution requirements of the REIT provisions of the Code. In addition, rising interest rates would reduce our cash flow by increasing the amount of interest due on our floating rate debt and on our fixed rate debt as it matures and is refinanced.

Failure to comply with covenants in our debt agreements could adversely affect our financial condition.

The terms of our agreements governing our Unsecured Credit Facility and other indebtedness require that we comply with a number of financial and other covenants, such as maintaining debt service coverage and leverage ratios and maintaining insurance coverage. Complying with such covenants may limit our operational flexibility. Our failure to comply with these covenants could cause a default under the applicable debt agreement even if we have satisfied our payment obligations. Consistent with our prior practice, we will, in the future, continue to interpret and certify our performance under these covenants in a good faith manner that we deem reasonable and appropriate. However, these financial covenants are complex and there can be no assurance that these provisions would not be interpreted by the noteholders or lenders in a manner that could impose and cause us to incur material costs. We anticipate that we will be able to operate in compliance with our financial covenants in 2012. Our ability to meet our financial covenants may be adversely affected if economic and credit market conditions limit our ability to reduce our debt levels consistent with, or result in net operating income below, our current expectations. Under our Unsecured Credit Facility, an event of default can also occur if the lenders, in their good faith judgment, determine that a material adverse change has occurred which could prevent timely repayment or materially impair our ability to perform our obligations under the loan agreement.

Upon the occurrence of an event of default, we would be subject to higher finance costs and fees, and the lenders under our Unsecured Credit Facility will not be required to lend any additional amounts to us. In addition, our outstanding senior unsecured notes as well as all outstanding borrowings under the Unsecured Credit Facility, together with accrued and unpaid interest and fees, could be accelerated and declared to be immediately due and payable. Furthermore, our Unsecured Credit Facility and the indentures governing our senior unsecured notes contain certain cross-default provisions, which are triggered in the event that our other material indebtedness is in default. These cross-default provisions may require us to repay or restructure the Unsecured Credit Facility and the senior unsecured notes or other debt that is in default, which could adversely affect our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our stock. If repayment of any of our borrowings is accelerated, we cannot provide assurance that we will have sufficient assets to repay such indebtedness or that we would be able to borrow sufficient funds to refinance such indebtedness. Even if we are able to obtain new financing, it may not be on commercially reasonable terms, or terms that are acceptable to us.

Cross-collateralization of mortgage loans could result in foreclosure on substantially all of the Company's properties if the Company is unable to service its indebtedness.

We may obtain additional mortgage debt financing in the future, if it is available to us. These mortgages may be issued on a recourse, non-recourse or cross-collateralized basis. Cross-collateralization makes all of the subject properties available to the lender in order to satisfy our debt. Holders of indebtedness that is so secured will have a claim against these properties. To the extent indebtedness is cross-collateralized, lenders may seek to foreclose upon properties that are not the primary collateral for their loan, which may, in turn, result in acceleration of other indebtedness secured by properties. Foreclosure of properties would result in a loss of income and asset value to us, making it difficult for us to meet both debt payment obligations and the distribution requirements of the REIT provisions of the Code. At December 31, 2011, mortgage loans payable totaling $390.2 million were cross-collateralized.

The Company may have to make lump-sum payments on its existing indebtedness.

We are required to make the following lump-sum or "balloon" payments under the terms of some of our indebtedness, including indebtedness of the Operating Partnership:

- $35.0 million aggregate principal amount of 7.750% Notes due 2032 (the "2032 Notes")
- $125.0 million aggregate principal amount of 7.600% Notes due 2028 (the "2028 Notes")
- $6.1 million aggregate principal amount of 7.150% Notes due 2027 (the "2027 Notes")
- $106.9 million aggregate principal amount of 5.950% Notes due 2017 (the "2017 II Notes")
- $59.6 million aggregate principal amount of 7.500% Notes due 2017 (the "2017 Notes")
- $159.7 million aggregate principal amount of 5.750% Notes due 2016 (the "2016 Notes")
- $90.8 million aggregate principal amount of 6.420% Notes due 2014 (the "2014 Notes")
- $61.8 million aggregate principal amount of 6.875% Notes due 2012 (the "2012 Notes")
- $601.5 million in mortgage loans payable, in the aggregate, due between January 2014 and October 2021 on certain of our mortgage loans payable.
- a $450.0 million Unsecured Credit Facility under which we may borrow to finance the acquisition of additional properties and for other corporate purposes, including working capital.

As of December 31, 2011, $149.0 million was outstanding under the Unsecured Credit Facility at a weighted average interest rate of 2.385%, maturing December 12, 2014.

Our ability to make required payments of principal on outstanding indebtedness, whether at maturity or otherwise, may depend on our ability either to refinance the applicable indebtedness or to sell properties. We have no commitments to refinance the 2012 Notes, the 2014 Notes, the 2016 Notes, the 2017 Notes, the 2017 II Notes, the 2027 Notes, the 2028 Notes, the 2032 Notes, the Unsecured Credit Facility or the mortgage loans. Our existing mortgage loan obligations are collateralized by our properties and therefore such obligations will permit the lender to foreclose on those properties in the event of a default.

There is no limitation on debt in the Company's organizational documents.

As of December 31, 2011, our ratio of debt to our total market capitalization was 54.9%. We compute the percentage by calculating our total consolidated debt as a percentage of the aggregate market value of all outstanding shares of our common stock, assuming the exchange of all limited partnership units of the Operating Partnership for common stock, plus the aggregate stated value of all outstanding shares of preferred stock and total consolidated debt. Our organizational documents do not contain any limitation on the amount or percentage of indebtedness we may incur. Accordingly, we could become more highly leveraged, resulting in an increase in debt service that could adversely affect our ability to make expected distributions to stockholders and an increased risk of default on our obligations.

Rising interest rates on the Company's Unsecured Credit Facility could decrease the Company's available cash.

Our Unsecured Credit Facility bears interest at a floating rate. As of December 31, 2011, our Unsecured Credit Facility had an outstanding balance of $149.0 million at a weighted average interest rate of 2.385%. Our Unsecured Credit Facility presently bears interest at LIBOR plus 210 basis points or at a base rate plus 210 basis points, at our election. Based on the outstanding balance on our Unsecured Credit Facility as of December 31, 2011, a 10% increase in interest rates would increase interest expense by $0.4 million on an annual basis. Increases in the interest rate payable on balances outstanding under our Unsecured Credit Facility would decrease our cash available for distribution to stockholders.

The Company's mortgages may impact the Company's ability to sell encumbered properties on advantageous terms or at all.

As part of our plan to enhance liquidity and pay down our debt, we have originated numerous mortgage financings and from time to time engage in active discussions with various lenders regarding the origination of additional mortgage financings. Certain of our mortgages contain, and it is anticipated that some future mortgages will contain, substantial prepayment premiums which we would have to pay upon the sale of a property, thereby reducing the net proceeds to us from the sale of any such property. As a result, our willingness to sell certain properties and the price at which we may desire to sell a property may be impacted by the terms of any mortgage financing encumbering a property. If we are unable to sell properties on favorable terms or redeploy the proceeds of property sales in accordance with our business strategy, then our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock could be adversely affected.

Adverse market and economic conditions could cause us to recognize additional impairment charges.

We regularly review our real estate assets for impairment indicators, such as a decline in a property's occupancy rate or decline in general market conditions. If we determine that indicators of impairment are present, we review the properties affected by these indicators to determine whether an impairment charge is required. We use considerable judgment in making determinations about impairments, from analyzing whether there are indicators of impairment to the assumptions used in calculating the fair value of the investment. Accordingly, our subjective estimates and evaluations may not be accurate, and such estimates and evaluations are subject to change or revision.

From time to time, adverse market and economic conditions and market volatility make it difficult to value the real estate assets owned by us as well as the value of our interests in unconsolidated joint ventures. There may be significant uncertainty in the valuation, or in the stability of the cash flows, discount rates and other factors related to such assets due to the adverse market and economic conditions that could result in a substantial decrease in their value. We may be required to recognize additional asset impairment charges in the future, which could materially and adversely affect our business, financial condition and results of operations.

Earnings and cash dividends, asset value and market interest rates affect the price of the Company's common stock.

As a REIT, the market value of our common stock, in general, is based primarily upon the market's perception of our growth potential and our current and potential future earnings and cash dividends. The market value of our common stock is also based upon the market value of our underlying real estate assets. For this reason, shares of our common stock may trade at prices that are higher or lower than our net asset value per share. To the extent that we retain operating cash flow for investment purposes, working capital reserves, or other purposes, these retained funds, while increasing the value of our underlying assets, may not correspondingly increase the market price of our common stock. Our failure to meet the market's expectations with regard to future earnings and cash dividends likely would adversely affect the market price of our common stock. Further, the distribution yield on the common stock (as a percentage of the price of the common stock) relative to market interest rates may also influence the price of our common stock. An increase in market interest rates might lead prospective purchasers of our common stock to expect a higher distribution yield, which would adversely affect the market price of our common stock.

The Company may incur unanticipated costs and liabilities due to environmental problems.

Under various federal, state and local laws, ordinances and regulations, an owner or operator of real estate may be liable for the costs of clean-up of certain conditions relating to the presence of hazardous or toxic materials on, in or emanating from a property, and any related damages to natural resources. Environmental laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the presence of hazardous or toxic materials. The presence of such materials, or the failure to address those conditions properly, may adversely affect the ability to rent or sell the property or to borrow using the property as collateral. Persons who dispose of or arrange for the disposal or treatment of hazardous or toxic materials may also be liable for the costs of clean-up of such materials, or for related natural resource damages, at or from an off-site disposal or treatment facility, whether or not the facility is owned or operated by those persons. No assurance can be given that existing environmental assessments with respect to any of our properties reveal all environmental liabilities, that any prior owner or operator of any of the properties did not create any material environmental condition not known to us or that a material environmental condition does not otherwise exist as to any of our properties. In addition, changes to existing environmental regulation to address, among other things, climate change, could increase the scope of our potential liabilities.

The Company's insurance coverage does not include all potential losses.

We currently carry comprehensive insurance coverage including property, boiler & machinery, liability, fire, flood, terrorism, earthquake, extended coverage and rental loss as appropriate for the markets where each of our properties and their business operations are located. The insurance coverage contains policy specifications and insured limits customarily carried for similar properties and business activities. We believe our properties are adequately insured. However, there are certain losses, including losses from earthquakes, hurricanes, floods, pollution, acts of war, acts of terrorism or riots, that are not generally insured against or that are not generally fully insured against because it is not deemed to be economically feasible or prudent to do so. If an uninsured loss or a loss in excess of insured limits occurs with respect to one or more of our properties, we could experience a significant loss of capital invested and potential revenues from these properties, and could potentially remain obligated under any recourse debt associated with the property.

The Company is subject to risks and liabilities in connection with its investments in properties through Joint Ventures.

As of December 31, 2011, the 2003 Net Lease Joint Venture owned approximately 3.4 million square feet of properties (see Subsequent Events). Our net investment in this Joint Venture was $1.7 million at December 31, 2011. Our organizational documents do not limit the amount of available funds that we may invest in joint ventures and we intend to continue to develop and acquire properties through joint ventures with other persons or entities when warranted by the circumstances. Joint venture investments, in general, involve certain risks, including:

- joint venturers may share certain approval rights over major decisions;
- joint venturers might fail to fund their share of any required capital commitments;
- joint venturers might have economic or other business interests or goals that are inconsistent with our business interests or goals that would affect our ability to operate the property;
- joint venturers may have the power to act contrary to our instructions, requests, policies or objectives, including our current policy with respect to maintaining our qualification as a real estate investment trust;
- the joint venture agreements often restrict the transfer of a member's or joint venturer's interest or "buy-sell" or may otherwise restrict our ability to sell the interest when we desire or on advantageous terms;
- disputes between us and our joint venturers may result in litigation or arbitration that would increase our expenses and prevent our officers and directors from focusing their time and effort on our business and subject the properties owned by the applicable joint venture to additional risk; and

- we may in certain circumstances be liable for the actions of our joint venturers.

The occurrence of one or more of the events described above could adversely affect our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock.

In addition, joint venture investments in real estate involve all of the risks related to the ownership, acquisition, development, sale and financing of real estate discussed in the risk factors above. To the extent our investments in joint ventures are adversely affected by such risks our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock could be adversely affected.

We are subject to risks associated with our international operations.

As of December 31, 2011, we owned one industrial property and one land parcel located in Canada. Our international operations will be subject to risks inherent in doing business abroad, including:

- exposure to the economic fluctuations in the locations in which we invest;
- difficulties and costs associated with complying with a wide variety of complex laws, treaties and regulations;
- revisions in tax treaties or other laws and regulations, including those governing the taxation of our international revenues;
- obstacles to the repatriation of earnings and funds;
- currency exchange rate fluctuations between the United States dollar and foreign currencies;
- restrictions on the transfer of funds; and
- national, regional and local political uncertainty.

When we acquire properties located outside of the United States, we may face risks associated with a lack of market knowledge or understanding of the local economy, forging new business relationships in the area and unfamiliarity with local government and permitting procedures. We work to mitigate such risks through extensive diligence and research and associations with experienced partners; however, there can be no guarantee that all such risks will be eliminated.

Adverse changes in our credit ratings could negatively affect our liquidity and business operations.

The credit ratings of the Operating Partnership's senior unsecured notes and the Company's preferred stock are based on the Company's operating performance, liquidity and leverage ratios, overall financial position and other factors employed by the credit rating agencies in their rating analyses. Our credit ratings can affect the availability, terms and pricing of any indebtedness and preferred stock that we may incur going forward. There can be no assurance that we will be able to maintain any credit rating, and in the event any credit rating is downgraded, we could incur higher borrowing costs or be unable to access certain capital markets at all.

Item 1B. *Unresolved SEC Comments*

None.

Item 2. *Properties*

General

At December 31, 2011, we owned 739 in-service industrial properties containing an aggregate of approximately 66.3 million square feet of GLA in 26 states and one province in Canada, with a diverse base of approximately 1,900 tenants engaged in a wide variety of businesses, including manufacturing, retail, wholesale trade, distribution and professional services. The average annual rent per square foot on a portfolio basis, calculated at December 31, 2011, was $4.40. The properties are generally located in business parks that have convenient access to interstate highways and/or rail and air transportation. We maintain insurance on our properties that we believe is adequate.

We classify our properties into five industrial categories: light industrial, R&D/flex, bulk warehouse, regional warehouse and manufacturing. While some properties may have characteristics which fall under more than one property type, we use what we believe is the most dominant characteristic to categorize the property.

The following describes, generally, the different industrial categories:

- Light industrial properties are of less than 100,000 square feet, have a ceiling height of 16-21 feet, are comprised of 5%-50% of office space and contain less than 50% of manufacturing space.
- R&D/flex buildings are of less than 100,000 square feet, have a ceiling height of less than 16 feet, are comprised of 50% or more of office space and contain less than 25% of manufacturing space.
- Bulk warehouse buildings are of more than 100,000 square feet, have a ceiling height of at least 22 feet, are comprised of 5%-15% of office space and contain less than 25% of manufacturing space.
- Regional warehouses are of less than 100,000 square feet, have a ceiling height of at least 22 feet, are comprised of 5%-15% of office space and contain less than 25% of manufacturing space.
- Manufacturing properties are a diverse category of buildings that have various ceiling heights, are comprised of 5%-15% of office space and contain at least 50% of manufacturing space.

Each of the properties is wholly owned by us. The following tables summarize certain information as of December 31, 2011, with respect to our in-service properties.

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In-Service Property Summary Totals

	Light Industrial		R&D/Flex		Bulk Warehouse		Regional Warehouse		Manufacturing	
Metropolitan Area	**GLA**	**Number of Properties**	**GLA**	**Number of Properties**	**GLA**	**Number of Properties**	**GLA**	**Number of Properties**	**GLA**	**Number of Properties**
Atlanta, GA	622,944	11	203,750	5	3,820,667	14	649,807	7	364,000	1
Baltimore, MD	721,565	12	253,071	7	586,647	3	96,000	1	171,000	1
Central PA	297,790	6	—	—	3,723,585	8	381,719	4	—	—
Chicago, IL	975,829	15	248,090	4	2,198,942	12	593,851	6	166,954	1
Cincinnati, OH	347,220	6	100,000	2	918,250	3	763,069	5	—	—
Cleveland, OH	—	—	—	—	1,317,799	7	—	—	—	—
Columbus, OH	217,612	2	—	—	2,423,547	7	341,800	2	—	—
Dallas, TX	2,307,047	42	511,418	19	2,248,380	17	460,533	6	—	—
Denver, CO	1,148,368	26	577,054	14	400,498	3	760,277	7	—	—
Detroit, MI	2.216,102	82	322,010	10	385,577	3	615,259	15	414,482	4
Houston, TX	585,349	9	132,997	6	2,457,546	11	446,318	6	—	—
Indianapolis, IN	861,100	18	25,000	2	2,327,482	8	539,927	8	—	—
Miami, FL	88,820	1	—	—	—	—	424,430	7	—	—
Milwaukee, WI	431,508	9	55,940	1	1,726,929	7	90,089	1	—	—
Minneapolis/ St. Paul, MN	973,459	14	265,565	3	2,817,128	13	323,165	5	—	—
Nashville, TN	163,852	2	—	—	1,824,831	7	—	—	—	—
Northern New Jersey	749,849	13	199,967	4	329,593	2	—	—	—	—
Philadelphia, PA	186,641	6	11,256	1	690,599	2	330,334	4	—	—
Phoenix, AZ	38,560	1	—	—	710,403	5	354,327	5	—	—
Salt Lake City, UT	697,825	34	146,937	6	279,179	1	—	—	—	—
Seattle, WA	—	—	—	—	258,126	2	132,195	2	—	—
Southern California	734,010	20	88,064	1	1,023,893	6	676,980	11	—	—
Southern New Jersey	115,626	2	45,054	1	281,100	2	191,329	2	—	—
St. Louis, MO	823,655	11	—	—	1,613,095	6	—	—	—	—
Tampa, FL	234,679	7	689,782	27	209,500	1	—	—	—	—
Toronto, ON	—	—	—	—	280,773	1	—	—	—	—
Other(a)	201,997	5	—	—	2,150,755	8	88,498	1	301,317	1
Total	15,741,407	354	3,875,955	113	37,004,824	159	8,259,907	105	1,417,753	8

(a) Properties are located in Grand Rapids, MI, Austin, TX, Orlando, FL, Horn Lake, MS, Kansas City, MO, San Antonio, TX, Birmingham, AL, Omaha, NE, Jefferson County, KY, Greenville, KY, Des Moines, IA, Fort Smith, AR, and Winchester, VA.

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In-Service Property Summary Totals

	Totals				
Metropolitan Area	**GLA**	**Number of Properties**	**Average Occupancy at 12/31/11**	**GLA as a % of Total Portfolio**	**Encumbrances at 12/31/11 ($ in 000s)(b)**
Atlanta, GA	5,661,168	38	76%	8.5%	$ 35,517
Baltimore, MD	1,828,283	24	83%	2.8%	7,745
Central PA	4,403,094	18	91%	6.6%	59,907
Chicago, IL	4,183,666	38	96%	6.3%	39,080
Cincinnati, OH	2,128,539	16	79%	3.2%	10,312
Cleveland, OH	1,317,799	7	97%	2.0%	34,409
Columbus, OH	2,982,959	11	82%	4.5%	—
Dallas, TX	5,527,378	84	85%	8.3%	45,286
Denver, CO	2,886,197	50	84%	4.3%	33,830
Detroit, MI	3,953,430	114	92%	6.0%	—
Houston, TX	3,622,210	32	96%	5.5%	54,224
Indianapolis, IN	3,753,509	36	93%	5.7%	9,763
Miami, FL	513,250	8	50%	0.8%	—
Milwaukee, WI	2,304,466	18	87%	3.5%	37,763
Minneapolis/St. Paul, MN	4,379,317	35	81%	6.6%	60,610
Nashville, TN	1,988,683	9	87%	3.0%	28,278
Northern New Jersey	1,279,409	19	89%	1.9%	25,185
Philadelphia, PA	1,218,830	13	98%	1.8%	26,551
Phoenix, AZ	1,103,290	11	93%	1.7%	14,122
Salt Lake City, UT	1,123,941	41	86%	1.7%	10,562
Seattle, WA	390,321	4	80%	0.6%	5,744
Southern California	2,522,947	38	93%	3.8%	67,441
Southern New Jersey	633,109	7	95%	1.0%	5,821
St. Louis, MO	2,436,750	17	98%	3.7%	37,242
Tampa, FL	1,133,961	35	82%	1.7%	9,622
Toronto, ON	280,773	1	100%	0.4%	—
Other(a)	2,742,567	15	98%	4.1%	30,881
Total or Average	66,299,846	739	88%	100%	$ 689,895

(a) Properties are located in Grand Rapids, MI, Austin, TX, Orlando, FL, Horn Lake, MS, Kansas City, MO, San Antonio, TX, Birmingham, AL, Omaha, NE, Jefferson County, KY, Greenville, KY, Des Moines, IA, Fort Smith, AR, and Winchester, VA.

(b) Certain properties are pledged as collateral under our mortgage financings at December 31, 2011. For purposes of this table, the total principal balance of a mortgage loan payable that is collateralized by a pool of properties is allocated among the properties in the pool based on each property's carrying balance. In addition to the amounts included in the table, we also have $0.4 million of indebtedness which is collateralized by a letter of credit.

Property Acquisition/Development Activity

During the year ended December 31, 2011, we acquired one industrial property with a fair value of approximately $30.6 million in connection with the purchase of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture. The acquisition was funded with a cash payment of $5.3 million and the assumption of a mortgage loan in the amount of $24.4 million. The acquired industrial property has the following characteristics:

Metropolitan Area	Number of Properties	GLA	Property Type	Occupancy at 12/31/11
Houston, TX	1	663,821	Bulk Warehouse	100%

At December 31, 2011 we have one building comprising 0.7 million square feet of GLA located in the Inland Empire market that is under development. The estimated completion cost, inclusive of impairment charges recorded prior to the fiscal year ended December 31, 2011, is approximately $34.7 million. There can be no assurance that the actual completion cost will not exceed the estimated completion cost.

Property Sales

During 2011, we sold 36 industrial properties totaling approximately 2.9 million square feet of GLA and one land parcel. Total gross sales proceeds approximated $86.6 million. The 36 industrial properties sold have the following characteristics:

Metropolitan Area	Number of Properties	GLA	Property Type
Chicago, IL	3	397,420	Lt. Industrial/Bulk Warehouse
Dallas, TX	1	61,260	Light Industrial
Denver, CO	5	189,663	Lt. Industrial/R&D/Flex
Detroit, MI	11	430,317	Lt. Industrial/R&D/Flex/ Bulk/Regional Warehouse
Milwaukee, WI	1	37,765	R&D/Flex
Nashville, TN	1	41,353	Light Industrial
Philadelphia, PA	1	14,187	Light Industrial
Southern California	1	384,025	Bulk Warehouse
Southern New Jersey	2	434,538	R&D Flex/Manufacturing
Toronto, ON	2	336,540	Manufacturing
Other(a)	8	589,049	R&D/Flex/Bulk/Regional Warehouse/Manufacturing
Total	36	2,916,117	

(a) Properties were located in Wichita, KS, Horn Lake, MS, Grand Rapids, MI, Sumner, IA, Shreveport, LA and Abilene, TX.

Property Acquisitions and Sales Subsequent to Year End

From January 1, 2012 to February 28, 2012, we acquired one industrial property comprising approximately 0.4 million square feet of GLA in connection with the purchase of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture. The acquisition was funded through the assumption of a mortgage loan in the amount of $12.0 million, which was subsequently paid off at closing and a cash payment of $8.3 million. We will account for this transaction as a step acquisition utilizing the purchase method of accounting. There were no industrial properties sold during this time.

Tenant and Lease Information

We have a diverse base of approximately 1,900 tenants engaged in a wide variety of businesses including manufacturing, retail, wholesale trade, distribution and professional services. At December 31, 2011, our leases have a weighted average lease length of 5.8 years and provide for periodic rent increases that are either fixed or based on changes in the Consumer Price Index. Industrial tenants typically have net or semi-net leases and pay as additional rent their percentage of the property's operating costs, including the costs of common area maintenance, property taxes and insurance. As of December 31, 2011, approximately 88% of the GLA of our in-service properties was leased, and no single tenant or group of related tenants accounted for more than 2.7% of our rent revenues, nor did any single tenant or group of related tenants occupy more than 2.0% of the total GLA of our in-service properties.

Lease Expirations (1)

The following table shows scheduled lease expirations for all leases for our in-service properties as of December 31, 2011.

Year of Expiration(1)	Number of Leases Expiring	GLA Expiring(2)	Percentage of GLA Expiring(2)	Annual Base Rent Under Expiring Leases(3)	Percentage of Total Annual Base Rent Expiring(3)
				(In thousands)	
2012	475	8,230,670	15%	$ 37,998	15%
2013	473	11,263,999	20%	50,950	20%
2014	332	8,540,810	15%	39,098	16%
2015	233	6,150,997	11%	27,247	11%
2016	203	7,020,163	12%	28,063	11%
2017	98	3,918,362	7%	17,918	7%
2018	50	3,914,906	7%	15,499	6%
2019	26	1,801,912	3%	9,178	4%
2020	17	2,135,104	4%	7,831	3%
2021	19	1,764,236	3%	6,892	3%
Thereafter	21	1,845,534	3%	8,402	4%
Total	1,947	56,586,693	100%	$ 249,076	100%

(1) Includes leases that expire on or after January 1, 2012 and assumes tenants do not exercise existing renewal, termination or purchase options.
(2) Does not include existing vacancies of 9,713,153 aggregate square feet.
(3) Annualized base rent is calculated as monthly base rent (cash basis) per the terms of the lease, as of December 31, 2011, multiplied by 12. If free rent is granted, then the first positive rent value is used.

Item 3. *Legal Proceedings*

We are involved in legal proceedings arising in the ordinary course of business. All such proceedings, taken together, are not expected to have a material impact on the results of operations, financial position or liquidity of the Company.

Item 4. Mine Safety Disclosures

None.

PART II

Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

Market Information

The following table sets forth for the periods indicated the high and low closing prices per share and distributions declared per share for our common stock, which trades on the New York Stock Exchange under the trading symbol "FR."

Quarter Ended	High	Low	Distribution Declared
December 31, 2011	$10.23	$ 7.54	$ 0.0000
September 30, 2011	$12.23	$ 7.81	$ 0.0000
June 30, 2011	$12.67	$10.51	$ 0.0000
March 31, 2011	$11.89	$ 9.45	$ 0.0000
December 31, 2010	$ 8.78	$ 4.99	$ 0.0000
September 30, 2010	$ 5.37	$ 3.76	$ 0.0000
June 30, 2010	$ 9.01	$ 4.82	$ 0.0000
March 31, 2010	$ 8.29	$ 4.77	$ 0.0000

We had 559 common stockholders of record registered with our transfer agent as of February 28, 2012.

In order to comply with the REIT requirements of the Code, we are generally required to make common share distributions and preferred share distributions (other than capital gain distributions) to our shareholders in amounts that together at least equal i) the sum of a) 90% of our "REIT taxable income" computed without regard to the dividends paid deduction and net capital gains and b) 90% of net income (after tax), if any, from foreclosure property, minus ii) certain excess non-cash income.

Our common share distribution policy is determined by our board of directors and is dependent on multiple factors, including cash flow and capital expenditure requirements, as well as ensuring that we meet the minimum distribution requirements set forth in the Code. We met the minimum distribution requirements with respect to 2011.

During 2011, the Operating Partnership did not issue any units of limited partnership interest ("Units").

Subject to lock-up periods and certain adjustments, Units of the Operating Partnership are redeemable for common stock of the Company on a one-for-one basis or cash at the option of the Company.

Equity Compensation Plans

The following table sets forth information regarding our equity compensation plans.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Further Issuance Under Equity Compensation Plans
Equity Compensation Plans Approved by Security Holders	—	—	1,621,617
Equity Compensation Plans Not Approved by Security Holders	25,201	$ 31.57	277,573
Total	25,201	$ 31.57	1,899,190

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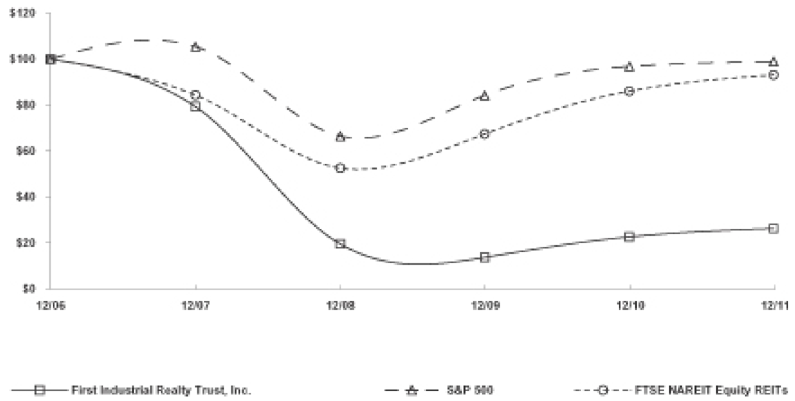
Performance Graph

The following graph provides a comparison of the cumulative total stockholder return among the Company, the FTSE NAREIT Equity REIT Total Return Index (the "NAREIT Index") and the Standard & Poor's 500 Index ("S&P 500"). The comparison is for the periods from December 31, 2006 to December 31, 2011 and assumes the reinvestment of any dividends. The closing price for our common stock quoted on the NYSE at the close of business on December 31, 2006 was $46.89 per share. The NAREIT Index includes REITs with 75% or more of their gross invested book value of assets invested directly or indirectly in the equity ownership of real estate. Upon written request, we will provide stockholders with a list of the REITs included in the NAREIT Index. The historical information set forth below is not necessarily indicative of future performance. The following graph was prepared at our request by Research Data Group, Inc., San Francisco, California.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*
Among First Industrial Realty Trust, Inc., The S&P 500 Index
And The FTSE NAREIT Equity REITs Index



* $100 invested on 12/31/06 in stock or index, including reinvestment of dividends.

Fiscal year ending December 31.

	12/06	12/07	12/08	12/09	12/10	12/11
FIRST INDUSTRIAL REALTY TRUST, INC.	$100.00	$ 79.27	$19.26	$13.34	$22.35	$26.10
S&P 500	100.00	105.49	66.46	84.05	96.71	98.75
FTSE NAREIT Equity REITs	100.00	84.31	52.50	67.20	85.98	93.11

* The information provided in this performance graph shall not be deemed to be "soliciting material," to be "filed" or to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934 unless specifically treated as such.

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Item 6. ***Selected Financial Data***

The following sets forth selected financial and operating data for the Company on a historical consolidated basis. The following data should be read in conjunction with the Consolidated Financial Statements and Notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included elsewhere in this Form 10-K. The historical statements of operations for the years ended December 31, 2011, 2010, 2009, 2008 and 2007 include the results of operations of the Company as derived from our audited financial statements, adjusted for discontinued operations. The results of operations of properties sold are presented in discontinued operations if they met both of the following criteria: (a) the operations and cash flows of the property have been (or will be) eliminated from the ongoing operations of the Company as a result of the disposition and (b) we will not have any significant involvement in the operations of the property after the disposal transaction. The historical balance sheet data and other data as of December 31, 2011, 2010, 2009, 2008 and 2007 include the balances of the Company as derived from our audited financial statements.

	Year Ended 12/31/11	Year Ended 12/31/10	Year Ended 12/31/09	Year Ended 12/31/08	Year Ended 12/31/07
	(In thousands, except per share and property data)				
Statement of Operations Data:					
Total Revenues	$ 317,835	$ 321,778	$ 384,572	$ 480,442	$ 338,116
Loss from Continuing Operations	(32,201)	(155,699)	(20,327)	(148,526)	(84,983)
Loss from Continuing Operations Available to First Industrial Realty Trust, Inc's Common Stockholders and Participating Securities	(47,751)	(161,236)	(35,593)	(140,040)	(89,068)
Net (Loss) Income Available to First Industrial Realty Trust, Inc.'s Common Stockholders and Participating Securities	$ (27,010)	$ (222,498)	$ (13,783)	$ 20,169	$ 130,368
Basic and Diluted Earnings Per Weighted Average Common Share Outstanding:					
Loss from Continuing Operations Available to First Industrial Realty Trust, Inc.'s Common Stockholders	$ (0.59)	$ (2.56)	$ (0.73)	$ (3.24)	$ (2.02)
Net (Loss) Income Available to First Industrial Realty Trust, Inc.'s Common Stockholders	$ (0.34)	$ (3.53)	$ (0.28)	$ 0.41	$ 2.90
Distributions Per Share	$ 0.00	$ 0.00	$ 0.00	$ 2.41	$ 2.85
Basic and Diluted Weighted Average Number of Common Shares Outstanding	80,616	62,953	48,695	43,193	44,086
Balance Sheet Data (End of Period):					
Real Estate, Before Accumulated Depreciation	$2,992,096	$2,618,767	$3,319,764	$3,385,597	$3,326,268
Total Assets	2,666,657	2,750,054	3,204,586	3,223,501	3,257,888
Indebtedness (Inclusive of Indebtedness Held for Sale)	1,479,483	1,742,776	1,998,332	2,032,635	1,940,747
Total Equity	1,072,595	892,144	1,074,247	990,716	1,080,056
Other Data:					
Cash Flow From Operating Activities	$ 87,534	$ 83,189	$ 142,179	$ 71,185	$ 92,989
Cash Flow From Investing Activities	(3,779)	(9,923)	4,777	6,274	126,909
Cash Flow From Financing Activities	(99,504)	(230,383)	32,724	(79,754)	(230,276)

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion should be read in conjunction with "Selected Financial Data" and the Consolidated Financial Statements and Notes thereto appearing elsewhere in this Form 10-K.

In addition, the following discussion contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, and Section 21E of the Exchange Act. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of complying with those safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies and expectations of the Company, are generally identifiable by use of the words "believe," "expect," "intend," "anticipate," "estimate," "project," "seek," "target," "potential," "focus," "may," "should" or similar expressions. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Factors which could have a materially adverse effect on our operations and future prospects include, but are not limited to: changes in national, international, regional and local economic conditions generally and real estate markets specifically; changes in legislation/regulation (including changes to laws governing the taxation of REITs) and actions of regulatory authorities (including the IRS); our ability to qualify and maintain our status as a REIT; the availability and attractiveness of financing (including both public and private capital) to us and to our potential counterparties; the availability and attractiveness of terms of additional debt repurchases; interest rates; our credit agency ratings; our ability to comply with applicable financial covenants; competition; changes in supply and demand for industrial properties (including land, the supply and demand for which is inherently more volatile than other types of industrial property) in the Company's current and proposed market areas; difficulties in consummating acquisitions and dispositions; risks related to our investments in properties through joint ventures; environmental liabilities; slippages in development or lease-up schedules; tenant creditworthiness; higher-than-expected costs; changes in asset valuations and related impairment charges; changes in general accounting principles, policies and guidelines applicable to real estate investment trusts; international business risks and those additional factors described under the heading "Risk Factors" and in our other filings with the SEC. We caution you not to place undue reliance on forward looking statements, which reflect our analysis only and speak only as of the date of this report or the dates indicated in the statements. We assume no obligation to update or supplement forward-looking statements.

The Company was organized in the state of Maryland on August 10, 1993. We are a REIT, as defined in the Code. We began operations on July 1, 1994. Our interests in our properties and land parcels are held through partnerships, corporations, and limited liability companies controlled, directly or indirectly, by us, including First Industrial, L.P. (the "Operating Partnership"), of which we are the sole general partner, and through our taxable REIT subsidiaries. We also conduct operations through other partnerships and limited liability companies, the operating data of which, together with that of the Operating Partnership and the taxable REIT subsidiaries, is consolidated with that of the Company, as presented herein.

We also own noncontrolling equity interests in, and provide services to, two joint ventures (the "2003 Net Lease Joint Venture" and the "2007 Europe Joint Venture"). During 2010, we provided various services to, and ultimately disposed of our equity interests in, five joint ventures (the "2005 Development/Repositioning Joint Venture," the "2005 Core Joint Venture," the "2006 Net Lease Co-Investment Program," the "2006 Land/Development Joint Venture" and the "2007 Canada Joint Venture;" together with the 2003 Net Lease Joint Venture and the 2007 Europe Joint Venture, the "Joint Ventures"). The Joint Ventures are accounted for under the equity method of accounting. Accordingly, the operating data of our Joint Ventures is not consolidated with that of the Company as presented herein. The 2007 Europe Joint Venture does not own any properties. See Note 5 to the Consolidated Financial Statements for more information on the Joint Ventures.

We believe our financial condition and results of operations are, primarily, a function of our performance in four key areas: leasing of industrial properties, acquisition and development of additional industrial properties, disposition of industrial properties and access to external capital.

We generate revenue primarily from rental income and tenant recoveries from long-term (generally three to six years) operating leases of our industrial properties. Such revenue is offset by certain property specific operating expenses, such as real estate taxes, repairs and maintenance, property management, utilities and insurance expenses, along with certain other costs and expenses, such as depreciation and amortization costs and general and administrative and interest expenses. Our revenue growth is dependent, in part, on our ability to (i) increase rental income, through increasing either or both occupancy rates and rental rates at our properties, (ii) maximize tenant recoveries and (iii) minimize operating and certain other expenses. Revenues generated from rental income and tenant recoveries are a significant source of funds, in addition to income generated from gains/losses on the sale of our properties (as discussed below), for our liquidity. The leasing of property, in general, and occupancy rates, rental rates, operating expenses and certain non-operating expenses, in particular, are impacted, variously, by property specific, market specific, general economic and other conditions, many of which are beyond our control. The leasing of property also entails various risks, including the risk of tenant default. If we were unable to maintain or increase occupancy rates and rental rates at our properties or to maintain tenant recoveries and operating and certain other expenses consistent with historical levels and proportions, our revenue would decline. Further, if a significant number of our tenants were unable to pay rent (including tenant recoveries) or if we were unable to rent our properties on favorable terms, our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock would be adversely affected.

Our revenue growth is also dependent, in part, on our ability to acquire existing, and acquire and develop new, additional industrial properties on favorable terms. The Company seeks to identify opportunities to acquire existing industrial properties on favorable terms, and, when conditions permit, also seeks to identify opportunities to acquire and develop new industrial properties on favorable terms. Existing properties, as they are acquired, and acquired and developed properties, as they are leased, generate revenue from rental income, tenant recoveries and fees, income from which, as discussed above, is a source of funds for our distributions. The acquisition and development of properties is impacted, variously, by property specific, market specific, general economic and other conditions, many of which are beyond our control. The acquisition and development of properties also entails various risks, including the risk that our investments may not perform as expected. For example, acquired existing and acquired and developed new properties may not sustain and/or achieve anticipated occupancy and rental rate levels. With respect to acquired and developed new properties, we may not be able to complete construction on schedule or within budget, resulting in increased debt service expense and construction costs and delays in leasing the properties. Also, we face significant competition for attractive acquisition and development opportunities from other well-capitalized real estate investors, including both publicly-traded REITs and private investors. Further, as discussed below, we may not be able to finance the acquisition and development opportunities we identify. If we were unable to acquire and develop sufficient additional properties on favorable terms, or if such investments did not perform as expected, our revenue growth would be limited and our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock would be adversely affected.

We also generate income from the sale of our properties (including existing buildings, buildings which we have developed or re-developed on a merchant basis and land). The gain/loss on, and fees from, the sale of such properties are included in our income and can be a significant source of funds, in addition to revenues generated from rental income and tenant recoveries, for our operations. Currently, a significant portion of our proceeds from sales are being used to repay outstanding debt. Market conditions permitting, however, a significant portion of our proceeds from such sales may be used to fund the acquisition of existing, and the acquisition and development of new, industrial properties. The sale of properties is impacted, variously, by property specific, market specific, general economic and other conditions, many of which are beyond our control. The sale of properties also entails various risks, including competition from other sellers and the availability of attractive financing for potential buyers of our properties. Further, our ability to sell properties is limited by safe harbor rules applying to REITs under the Code which relate to the number of properties that may be disposed of in a year, their tax bases and the cost of improvements made to the properties, along with other tests which enable a REIT to avoid punitive taxation on the sale of assets. If we are unable to sell properties on favorable terms, our income growth would be limited and our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock could be adversely affected.

We utilize a portion of the net sales proceeds from property sales, borrowings under our Unsecured Credit Facility, and proceeds from the issuance, when and as warranted, of additional debt and equity securities to refinance debt and finance future acquisitions and developments. Access to external capital on favorable terms plays a key role in our financial condition and results of operations, as it impacts our cost of capital and our ability and cost to refinance existing indebtedness as it matures and to fund acquisitions and developments or through the issuance, when and as warranted, of additional equity securities. Our ability to access external capital on favorable terms is dependent on various factors, including general market conditions, interest rates, credit ratings on our preferred stock and debt, the market's perception of our growth potential, our current and potential future earnings and cash distributions and the market price of our capital stock. If we are unable to access external capital on favorable terms, our financial condition, results of operations, cash flow and ability to pay dividends on, and the market price of, our common stock could be adversely affected.

CRITICAL ACCOUNTING POLICIES

Our significant accounting policies are described in more detail in Note 3 to the Consolidated Financial Statements. We believe the following critical accounting policies relate to the more significant judgments and estimates used in the preparation of our consolidated financial statements.

- We maintain an allowance for doubtful accounts which is based on estimates of potential losses which could result from the inability of our tenants to satisfy outstanding billings with us. The allowance for doubtful accounts is an estimate based on our assessment of the creditworthiness of our tenants.
- We review our held-for-use properties on a continuous basis for possible impairment and provide a provision if impairments are determined. We utilize the guidelines established under the Financial Accounting Standards Board's (the "FASB") guidance for accounting for the impairment of long lived assets to determine if impairment conditions exist. We review the expected undiscounted cash flows of the property to determine if there are any indications of impairment. If the expected undiscounted cash flows of a particular property are less than the net book basis of the property, we will recognize an impairment charge equal to the amount of carrying value of the property that exceeds the fair value of the property. Fair value is determined by discounting the future expected cash flows of the property. The preparation of the undiscounted cash flows and the calculation of fair value involve subjective assumptions such as estimated occupancy, rental rates, ultimate residual value and hold period. The discount rate used to present value the cash flows for determining fair value is also subjective.
- Properties are classified as held for sale when all criteria within the FASB's guidance relating to the disposal of long lived assets are met for such properties. When properties are classified as held for sale, we cease depreciating the properties and estimate the values of such properties and record them at the lower of depreciated cost or fair value, less costs to dispose. If circumstances arise that were previously considered unlikely, and, as a result, we decide not to sell a property previously classified as held for sale, we will reclassify such property as held and used. We estimate the value of such property and measure it at the lower of its carrying amount (adjusted for any depreciation and amortization expense that would have been recognized had the property been continuously classified as held and used) or fair value at the date of the subsequent decision not to sell. Fair value of operational industrial properties is determined either by discounting the future expected cash flows of the property or by third party contract prices. The preparation of the discounted cash flows and the calculation of fair value involve subjective assumptions such as estimated occupancy, rental rates, ultimate residual value, hold period and discount rate. Fair value of land is primarily determined by members of management who are responsible for the individual markets where the land parcels are located, quotes from local brokers or by third party contract prices. The determination of the fair value of real estate assets is also highly subjective, especially in markets where there is a lack of recent comparable transactions.
- We analyze our investments in Joint Ventures to determine whether the joint ventures should be accounted for under the equity method of accounting or consolidated into our financial statements based on standards set forth under the FASB's guidance relating to the consolidation of variable interest entities. Based on the guidance set forth in these pronouncements, we do not consolidate any of

our joint venture investments because either the joint venture has been determined to be a variable interest entity but we are not the primary beneficiary or the joint venture has been determined not to be a variable interest entity and we lack control of the joint venture. Our assessment of whether we are the primary beneficiary of a variable interest entity involves the consideration of various factors including the form of our ownership interest, our representation on the entity's governing body, the size of our investment and future cash flows of the entity.

- On a continuous basis, we assess whether there are any indicators that the value of our investments in Joint Ventures may be impaired. An investment is impaired if our estimate of the value of the investment is less than the carrying value of the investment, and such decline in value is deemed to be other than temporary. To the extent impairment has occurred, the loss shall be measured as the excess of the carrying amount of the investment over the fair value of the investment. Our estimates of fair value for each investment are based on a number of subjective assumptions that are subject to economic and market uncertainties including, among others, demand for space, market rental rates and operating costs, the discount rate used to value the cash flows of the properties, the cap rate used to estimate the terminal value of the underlying properties and the discount rate used to value the Joint Ventures' debt.
- We capitalize (direct and certain indirect) costs incurred in developing, renovating, acquiring and rehabilitating real estate assets as part of the investment basis. During the land development and construction periods, we capitalize interest costs, real estate taxes and certain general and administrative costs of the personnel performing development, renovations or rehabilitation up to the time the property is substantially complete. The determination and calculation of certain costs requires estimates by us. Amounts included in capitalized costs are included in the investment basis of real estate assets.
- We are engaged in the acquisition of individual properties as well as multi-property portfolios. We are required to allocate purchase price between land, building, tenant improvements, leasing commissions, in-place leases, tenant relationships and above and below market leases. Above-market and below-market lease values for acquired properties are recorded based on the present value (using a discount rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to each in-place lease and (ii) our estimate of fair market lease rents for each corresponding in-place lease. Acquired above and below market leases are amortized over the remaining non-cancelable terms of the respective leases as an adjustment to rental income. In-place lease and tenant relationship values for acquired properties are recorded based on our evaluation of the specific characteristics of each tenant's lease and our overall relationship with the respective tenant. The value allocated to in-place lease intangible assets is amortized to depreciation and amortization expense over the remaining lease term of the respective lease. The value allocated to tenant relationships is amortized to depreciation and amortization expense over the expected term of the relationship, which includes an estimate of the probability of lease renewal and its estimated term. We also must allocate purchase price on multi-property portfolios to individual properties. The allocation of purchase price is based on our assessment of various characteristics of the markets where the property is located and the expected cash flows of the property.
- In the preparation of our consolidated financial statements, significant management judgment is required to estimate our current and deferred income tax liabilities, and our compliance with REIT qualification requirements. Our estimates are based on our interpretation of tax laws. These estimates may have an impact on the income tax expense recognized. Adjustments may be required by a change in assessment of our deferred income tax assets and liabilities, changes due to audit adjustments by federal and state tax authorities, our inability to qualify as a REIT, and changes in tax laws. Adjustments required in any given period are included within the income tax provision.
- In assessing the need for a valuation allowance against our deferred tax assets, we estimate future taxable income, considering the feasibility of ongoing tax planning strategies and the realizability of tax loss carryforwards. In the event we were to determine that we would not be able to realize all or a

portion of our deferred tax assets in the future, we would reduce such amounts through a charge to income in the period in which that determination is made. Conversely, if we were to determine that we would be able to realize our deferred tax assets in the future in excess of the net carrying amounts, we would decrease the recorded valuation allowance through an increase to income in the period in which that determination is made.

RESULTS OF OPERATIONS

Comparison of Year Ended December 31, 2011 to Year Ended December 31, 2010

Our net loss available to First Industrial Realty Trust, Inc.'s common stockholders and participating securities was $27.0 million and $222.5 million for the years ended December 31, 2011 and 2010, respectively. Basic and diluted net loss available to First Industrial Realty Trust, Inc.'s common stockholders was $0.34 per share for the year ended December 31, 2011 and $3.53 per share for the year ended December 31, 2010.

The tables below summarize our revenues, property and construction expenses and depreciation and other amortization by various categories for the years ended December 31, 2011 and December 31, 2010. Same store properties are properties owned prior to January 1, 2010 and held as an operating property through December 31, 2011 and developments and redevelopments that were placed in service prior to January 1, 2010 or were substantially completed for the 12 months prior to January 1, 2010. Properties which are at least 75% occupied at acquisition are placed in service. All other properties are placed in service as they reach the earlier of a) stabilized occupancy (generally defined as 90% occupied), or b) one year subsequent to acquisition or development completion. Acquired properties are properties that were acquired subsequent to December 31, 2009 and held as an operating property through December 31, 2011. Sold properties are properties that were sold subsequent to December 31, 2009. (Re)Developments and land are land parcels and developments and redevelopments that were not: a) substantially complete 12 months prior to January 1, 2010 or b) stabilized prior to January 1, 2010. Other revenues are derived from the operations of our maintenance company, fees earned from our Joint Ventures and other miscellaneous revenues. Construction revenues and expenses represent revenues earned and expenses incurred in connection with certain subsidiaries of the Company acting as development manager to construct industrial properties. Other expenses are derived from the operations of our maintenance company and other miscellaneous regional expenses.

Our future financial condition and results of operations, including rental revenues, may be impacted by the future acquisition and sale of properties. Our future revenues and expenses may vary materially from historical rates.

For the years ended December 31, 2011 and December 31, 2010, the occupancy rates of our same store properties were 86.0% and 82.7%, respectively.

	2011	2010	$ Change	% Change
		($ in 000's)		
REVENUES				
Same Store Properties	$323,665	$326,473	$ (2,808)	(0.9)%
Acquired Properties	3,435	1,133	2,302	203.2%
Sold Properties	4,726	11,310	(6,584)	(58.2)%
(Re) Developments and Land, Not Included Above	867	675	192	28.4%
Other	5,074	8,799	(3,725)	(42.3)%
	$337,767	$348,390	$(10,623)	(3.0)%
Discontinued Operations	(19,932)	(27,481)	7,549	(27.5)%
Subtotal Revenues	$317,835	$320,909	$ (3,074)	(1.0)%
Construction Revenues	—	869	(869)	(100.0)%
Total Revenues	$317,835	$321,778	$ (3,943)	(1.2)%

Revenues from same store properties decreased $2.8 million due primarily to a decrease in lease cancelation fees and rental rates, offset by an increase in occupancy. Revenues from acquired properties increased $2.3 million due to the four industrial properties acquired subsequent to December 31, 2009 totaling approximately 1.2 million square feet of GLA. Revenues from sold properties decreased $6.6 million due to the 49 industrial properties and one leased land parcel sold subsequent to December 31, 2009 totaling approximately 4.0 million square feet of GLA. Revenues from (re)developments and land increased $0.2 million primarily due to an increase in occupancy. Other revenues decreased $3.7 million due primarily to a decrease in fees earned from our Joint Ventures. Construction revenues decreased $0.9 million due to the substantial completion during 2010 of certain development projects for which we were acting in the capacity of development manager.

	2011	2010	$ Change	% Change
		($ in 000's)		
PROPERTY AND CONSTRUCTION EXPENSES				
Same Store Properties	$102,230	$101,344	$ 886	0.9%
Acquired Properties	640	200	440	220.0%
Sold Properties	2,369	5,040	(2,671)	(53.0)%
(Re) Developments and Land, Not Included Above	970	1,153	(183)	(15.9)%
Other	11,039	12,735	(1,696)	(13.3)%
	$117,248	$120,472	$(3,224)	(2.7)%
Discontinued Operations	(8,658)	(11,821)	3,163	(26.8)%
Property Expenses	$108,590	$108,651	$ (61)	(0.1)%
Construction Expenses	—	507	(507)	(100.0)%
Total Property and Construction Expenses	$108,590	$109,158	$ (568)	(0.5)%

Property expenses include real estate taxes, repairs and maintenance, property management, utilities, insurance and other property related expenses. Property expenses from same store properties remained relatively unchanged. Property expenses from acquired properties increased $0.4 million due to properties acquired subsequent to December 31, 2009. Property expenses from sold properties decreased $2.7 million due to properties sold subsequent to December 31, 2009. Property expenses from (re)developments and land decreased $0.2 million due to a decrease in real estate tax expense and a decrease in bad debt expense. The $1.7 million decrease in other expense is primarily attributable to a decrease in compensation resulting from a reduction in employee headcount. Construction expenses decreased $0.5 million due to the substantial completion during 2010 of certain development projects for which we were acting in the capacity of development manager.

General and administrative expense decreased $6.0 million, or 22.4%, due primarily to a decrease in compensation expense resulting from the reduction in employee headcount that occurred in 2010, a decrease in rent expense resulting from a reduction in office space during 2011 and 2010, a decrease in lawsuit settlement expense and a decrease in franchise tax expense primarily due to the reversal of a state franchise tax reserve relating to the 1996-2001 tax years.

We committed to a plan to reduce organizational and overhead costs in October 2008 and have subsequently modified that plan with the goal of further reducing these costs. For the year ended December 31, 2011, we recognized $1.6 million in restructuring charges to provide for costs associated with the termination of certain office leases ($1.2 million) and other costs ($0.4 million) associated with implementing our restructuring plan. For the year ended December 31, 2010, we recognized $1.9 million in restructuring charges to provide for employee severance and benefits ($0.5 million), costs associated with the termination of certain office leases ($0.7 million) and other costs ($0.7 million) associated with implementing our restructuring plan.

On October 22, 2010, we amended our Old Credit Facility. In conjunction with the amendment, management identified a pool of real estate assets (the "Non-Strategic Assets") that it intends to sell. At December 31, 2010, all of the Non-Strategic Assets, which consisted of 193 industrial properties comprising approximately 16.1 million square feet of GLA and land parcels comprising approximately 695 acres, were classified as held for sale (except one industrial property comprising 0.3 million square feet of GLA). An impairment charge of $185.4 million was recorded during the year ended December 31, 2010 related to certain of the Non-Strategic Assets due to a reassessment of the hold period. The impairment charge was necessary in order to adjust the carrying value of the assets to fair market value less costs to sell. At December 31, 2011, there are 87 industrial properties comprising approximately 6.5 million square feet of GLA that no longer qualify to be classified as held for sale and as such, any impairment charge or reversal recorded during 2011 and 2010 is reflected in continuing operations. Additionally, any impairment charge or reversal related to a land parcel, whether held for sale or held for use, is reflected in continuing operations. The impairment reversal included in continuing operations for the year ended December 31, 2011 of $8.8 million is primarily comprised of a reversal of impairment of $2.9 million relating to certain industrial properties and land parcels that no longer qualify for held for sale classification and $5.9 million relating to a sold land parcel.

In addition to the $185.4 million of impairment recorded related to the Non-Strategic Assets, in connection with our periodic review of the carrying values of our properties and the negotiation of a new lease, we recorded an impairment charge of $9.2 million during the first quarter of 2010 related to one property located in Grand Rapids, Michigan.

	2011	2010	$ Change	% Change
		($ in 000's)		
DEPRECIATION AND OTHER AMORTIZATION				
Same Store Properties	$117,855	$128,137	$(10,282)	(8.0)%
Acquired Properties	2,194	603	1,591	263.8%
Sold Properties	1,521	5,358	(3,837)	(71.6)%
(Re) Developments and Land, Not Included Above	753	498	255	51.2%
Corporate Furniture, Fixtures and Equipment	1,426	1,975	(549)	(27.8)%
	$123,749	$136,571	$(12,822)	(9.4)%
Discontinued Operations	(2,145)	(11,273)	9,128	(81.0)%
Total Depreciation and Other Amortization	$121,604	$125,298	$ (3,694)	(2.9)%

Depreciation and other amortization for same store properties decreased $10.3 million primarily due to the cessation of depreciation and amortization of the Non-Strategic Assets that qualified for held for sale classification during 2011 as well as accelerated depreciation and amortization taken during the twelve months ended December 31, 2010, attributable to certain tenants who terminated their lease early. Depreciation and other amortization from acquired properties increased $1.6 million due to properties acquired subsequent to December 31, 2009. Depreciation and other amortization from sold properties decreased $3.8 million due to properties sold subsequent to December 31, 2009. Depreciation and other amortization for (re)developments and land and other increased $0.3 million due primarily to an increase in the substantial completion of developments. Corporate furniture, fixtures and equipment decreased $0.5 million primarily due to assets becoming fully depreciated.

Interest income decreased $0.4 million, or 10.1%, due primarily to a decrease in the weighted average mortgage loans receivable balance outstanding for the year ended December 31, 2011 as compared to the year ended December 31, 2010.

Interest expense, inclusive of $0.1 million and $0.3 million of interest expense included in discontinued operations, for the years ended December 31, 2011 and 2010, respectively, decreased $6.0 million, or 5.6%, primarily due to a decrease in the weighted average debt balance outstanding for the year ended December 31, 2011 ($1,594.3 million) as compared to the year ended December 31, 2010 ($1,867.8 million) and by an increase in capitalized interest for the year ended December 31, 2011 due to an increase in development activities, offset by an increase in the weighted average interest rate for the year ended December 31, 2011 (6.31%), as compared to the year ended December 31, 2010 (5.68%).

Amortization of deferred financing costs increased $0.5 million, or 14.1%, due primarily to an increase in financing costs related to the amendment of our Old Credit Facility in October 2010.

In October 2008, we entered into an interest rate swap agreement (the "Series F Agreement") to mitigate our exposure to floating interest rates related to the coupon reset of the Company's Series F Preferred Stock. The Series F Agreement has a notional value of $50.0 million and is effective from April 1, 2009 through October 1, 2013. The Series F Agreement fixes the 30-year U.S. Treasury rate at 5.2175%. We recorded $1.7 million in mark to market loss, inclusive of $0.6 million in swap payments, which is included in Mark-to-Market (Loss) Gain on Interest Rate Protection Agreements for the year ended December 31, 2011, as compared to $1.1 million in mark to market loss, inclusive of $0.5 million in swap payments, for the year ended December 31, 2010.

For the year ended December 31, 2011, we recognized a net loss from retirement of debt of $5.5 million due primarily to the early payoff of certain mortgage loans, the partial repurchase of certain series of our senior unsecured notes, the write-off of unamortized fees associated with the Old Credit Facility and a loss on a transfer of a property to a lender in satisfaction of a mortgage loan. For the year ended December 31, 2010, we recognized a net loss from retirement of debt of $4.3 million due primarily to the redemption of our 2011 Notes.

Foreign currency exchange loss of $0.3 million for the year ended December 31, 2011 relates to the wind-down of our operations in Canada. Foreign currency exchange loss of $0.2 million for the year ended December 31, 2010 relates to the wind-down of our operations in Europe.

For the year ended December 31, 2011, Equity in Income of Joint Ventures was $1.0 million, as compared to Equity in Income of Joint Ventures of $0.7 million for the year ended December 31, 2010. The increase of $0.3 million is due primarily to selling our equity interests in five joint ventures (the 2005 Development/Repositioning Joint Venture, the 2005 Core Joint Venture, the 2006 Net Lease Co-Investment Program, the 2006 Land/Development Joint Venture and the 2007 Canada Joint Venture) during 2010. For the year ended December 31, 2010, our pro rata share of net losses from two of the sold joint ventures of $2.3 million was offset by our pro rata share of net income from three of the sold joint ventures of $2.1 million.

The Gain on Sale of Joint Venture Interests of $11.2 million for the year ended December 31, 2010 relates to the sale of our 10% equity interests in each of the 2005 Development/Repositioning Joint Venture, the 2005 Core Joint Venture, the 2006 Land/Development Joint Venture and the 2007 Canada Joint Venture to our joint venture partner on August 5, 2010. Additionally, the gain includes approximately $2.7 million of proceeds related to the separate sales of three industrial properties by the Joint Ventures during August and October 2010 for which, in accordance with the sale agreement, we were entitled to a final distribution.

For the year ended December 31, 2011, Gain on Change in Control of Interests relates to the acquisition of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture. The $0.7 million gain is the difference between our carrying value and fair value of our equity interest on the acquisition date.

Income tax provision (included in continuing operations, discontinued operations and gain on sale of real estate) decreased by $1.2 million, or 35.0% for the year ended December 31, 2011 as compared to the year ended December 31, 2010 primarily due to an increase in state taxes in 2010 due to a one time unfavorable court decision on business loss carryforwards in the State of Michigan in 2010 and gain on sale of joint venture interests in 2010, partially offset by an increase in gain on sale of real estate within our taxable REIT subsidiaries for the year ended December 31, 2011 as compared to the year ended December 31, 2010.

The following table summarizes certain information regarding the industrial properties included in discontinued operations for the years ended December 31, 2011 and December 31, 2010.

	2011	2010
	($ in 000's)	
Total Revenues	$19,932	$ 27,481
Property Expenses	(8,658)	(11,821)
Impairment of Real Estate	(6,146)	(81,648)
Depreciation and Amortization	(2,145)	(11,273)
Interest Expense	(63)	(268)
Gain on Sale of Real Estate	20,419	11,092
Provision for Income Taxes	(1,246)	—
Income (Loss) from Discontinued Operations	$22,093	$(66,437)

Income from discontinued operations for the year ended December 31, 2011 reflects the results of operations and gain on sale of real estate relating to 36 industrial properties that were sold during the year ended December 31, 2011 and the results of operations of 46 industrial properties that were identified as held for sale at December 31, 2011. The impairment loss for the year ended December 31, 2011 of $6.1 million relates to an impairment charge related to certain Non-Strategic assets that were either sold during the year or classified as held for sale at December 31, 2011.

Loss from discontinued operations for the year ended December 31, 2010 reflects the results of operations and gain on sale of real estate relating to 13 industrial properties and one land parcel that generated ground rental revenue that were sold during the year ended December 31, 2010, the results of operations of 36 industrial properties that were sold during the year ended December 31, 2011 and the results of operations of the 46 industrial properties identified as held for sale at December 31, 2011. The impairment loss for the year ended December 31, 2010 of $81.6 million relates to an impairment charge related to certain Non-Strategic assets that were either sold during the year or classified as held for sale at December 31, 2011.

The $1.4 million gain on sale of real estate for the year ended December 31, 2011 resulted from the sale of one land parcel that did not meet the criteria for inclusion in discontinued operations. The $0.9 million gain on sale of real estate for the year ended December 31, 2010 resulted from the sale of several land parcels that did not meet the criteria for inclusion in discontinued operations.

Comparison of Year Ended December 31, 2010 to Year Ended December 31, 2009

Our net loss available to First Industrial Realty Trust, Inc.'s common stockholders and participating securities was $222.5 million and $13.8 million for the years ended December 31, 2010 and 2009, respectively. Basic and diluted net loss available to First Industrial Realty Trust, Inc.'s common stockholders were $3.53 per share for the year ended December 31, 2010 and $0.28 per share for the year ended December 31, 2009.

The tables below summarize our revenues, property and construction expenses and depreciation and other amortization by various categories for the years ended December 31, 2010 and December 31, 2009. Same store properties are properties owned prior to January 1, 2009 and held as an operating property through December 31, 2010 and developments and redevelopments that were placed in service prior to January 1, 2009 or were substantially completed for the 12 months prior to January 1, 2009. Properties which are at least 75% occupied at acquisition are placed in service. All other properties are placed in service as they reach the earlier of a) stabilized occupancy (generally defined as 90% occupied), or b) one year subsequent to acquisition or development completion. Acquired properties are properties that were acquired subsequent to December 31, 2008 and held as an operating property through December 31, 2010. Sold properties are properties that were sold subsequent to December 31, 2008. (Re)Developments and land are land parcels and developments and redevelopments that were not: a) substantially complete 12 months prior to January 1, 2009 or b) stabilized prior to January 1, 2009. Other revenues are derived from the operations of our maintenance company, fees earned from our Joint Ventures and other miscellaneous revenues. Construction revenues and expenses represent revenues earned and expenses incurred in connection with the taxable REIT subsidiaries acting as development manager to construct industrial properties and also include revenues and expenses related to the development and sale of properties built for third parties. Other expenses are derived from the operations of our maintenance company and other miscellaneous regional expenses.

Our future financial condition and results of operations, including rental revenues, may be impacted by the future acquisition and sale of properties. Our future revenues and expenses may vary materially from historical rates.

For the years ended December 31, 2010 and December 31, 2009, the occupancy rates of our same store properties were 83.1% and 83.5%, respectively.

	2010	2009	$ Change	% Change
		($ in 000's)		
REVENUES				
Same Store Properties	$325,280	$331,917	$ (6,637)	(2.0)%
Acquired Properties	1,133	—	1,133	—
Sold Properties	1,314	9,944	(8,630)	(86.8)%
(Re) Developments and Land, Not Included Above	11,870	7,044	4,826	68.5%
Other	8,793	17,560	(8,767)	(49.9)%
	$348,390	$366,465	$(18,075)	(4.9)%
Discontinued Operations	(27,481)	(36,850)	9,369	(25.4)%
Subtotal Revenues	$320,909	$329,615	$ (8,706)	(2.6)%
Construction Revenues	869	54,957	(54,088)	(98.4)%
Total Revenues	$321,778	$384,572	$(62,794)	(16.3)%

Revenues from same store properties decreased $6.6 million due primarily to a decrease in rental rates and a decrease in occupancy. Revenues from acquired properties increased $1.1 million due to the three industrial properties acquired subsequent to December 31, 2008 totaling approximately 0.5 million square feet of GLA. Revenues from sold properties decreased $8.6 million due to the 28 industrial properties and one leased land parcel sold subsequent to December 31, 2008 totaling approximately 3.0 million square feet of GLA. Revenues from (re)developments and land increased $4.8 million primarily due to an increase in occupancy. Other revenues decreased $8.8 million due primarily to a decrease in fees earned from our Joint Ventures. Construction revenues decreased $54.1 million primarily due to the substantial completion during 2010 and 2009 of certain development projects for which we were acting in the capacity of development manager.

	2010	2009	$ Change	% Change
		($ in 000's)		
PROPERTY AND CONSTRUCTION EXPENSES				
Same Store Properties	$103,148	$105,341	$ (2,193)	(2.1)%
Acquired Properties	200	—	200	—
Sold Properties	713	2,940	(2,227)	(75.7)%
(Re) Developments and Land, Not Included Above	3,676	3,736	(60)	(1.6)%
Other	12,735	14,229	(1,494)	(10.5)%
	$120,472	$126,246	$ (5,774)	(4.6)%
Discontinued Operations	(11,821)	(14,966)	3,145	(21.0)%
Property Expenses	$108,651	$111,280	$ (2,629)	(2.4)%
Construction Expenses	507	52,720	(52,213)	(99.0)%
Total Property and Construction Expenses	$109,158	$164,000	$(54,842)	(33.4)%

Property expenses include real estate taxes, repairs and maintenance, property management, utilities, insurance and other property related expenses. Property expenses from same store properties decreased $2.2 million due primarily to a decrease in bad debt expense. Property expenses from acquired properties increased $0.2 million due to properties acquired subsequent to December 31, 2008. Property expenses from sold properties decreased $2.2 million due to properties sold subsequent to December 31, 2008. Property expenses from (re)developments and land remained relatively unchanged. The $1.5 million decrease in other expense is primarily attributable to a decrease in compensation. Construction expenses decreased $52.2 million primarily due to the substantial completion during 2010 and 2009 of certain development projects for which we were acting in the capacity of development manager.

General and administrative expense decreased $11.2 million, or 29.7%, due primarily to a decrease in compensation resulting from the reduction in employee headcount occurring in 2009 and 2010, a decrease in rent expense resulting from office closings in 2009 and 2010 and a decrease in legal and professional services, partially offset by an increase in lawsuit settlements.

We committed to a plan to reduce organizational and overhead costs in October 2008 and have subsequently modified that plan with the goal of further reducing these costs. For the year ended December 31, 2010, we recognized $1.9 million in restructuring charges to provide for employee severance and benefits ($0.5 million), costs associated with the termination of certain office leases ($0.7 million) and other costs ($0.7 million) associated with implementing our restructuring plan. For the year ended December 31, 2009, we recorded as restructuring costs a pre-tax charge of $7.8 million to provide for employee severance and benefits ($5.2 million), costs associated with the termination of certain office leases ($1.9 million) and other costs ($0.7 million) associated with implementing the restructuring plan.

On October 22, 2010, we amended our Old Credit Facility. In conjunction with the amendment, management identified a pool of real estate assets (the "Non-Strategic Assets") that it intends to sell. At December 31, 2010, all of the Non-Strategic Assets, which consisted of 193 industrial properties comprising approximately 16.1 million square feet of GLA and land parcels comprising approximately 695 acres, were classified as held for sale (except one industrial property comprising 0.3 million square feet of GLA). An impairment charge of $185.4 million was recorded during the year ended December 31, 2010 related to certain of the Non-Strategic Assets due to a reassessment of the hold period. The impairment charge was necessary in order to adjust the carrying value of the assets to fair market value less costs to sell. At December 31, 2011, there are 87 industrial properties comprising approximately 6.5 million square feet of GLA that no longer qualify to be classified as held for sale and as such, any impairment charge or reversal recorded during 2011 and 2010 is reflected in continuing operations. Additionally, any impairment charge or reversal related to a land parcel, whether held for sale or held for use, is reflected in continuing operations. The impairment charge of $112.9 million included in continuing operations for the year ended December 31, 2010 is primarily comprised of $104.6 million relating to certain industrial properties and land parcels that no longer qualify for held for sale classification and $8.3 million relating to sold land parcels.

As a result of adverse conditions in the credit and real estate markets, we recorded an impairment charge of $6.9 million during the year ended December 31, 2009 related to one property in the Inland Empire market ($1.3 million of this impairment charge is included in discontinued operations for the year ended December 31, 2009 because one building of the two-building property was sold during the year ended December 31, 2011).

	2010	2009	$ Change	% Change
		($ in 000's)		
DEPRECIATION AND OTHER AMORTIZATION				
Same Store Properties	$128,089	$138,313	$(10,224)	(7.4)%
Acquired Properties	603	—	603	—
Sold Properties	664	4,798	(4,134)	(86.2)%
(Re) Developments and Land, Not Included Above	5,240	4,560	680	14.9%
Corporate Furniture, Fixtures and Equipment	1,975	2,192	(217)	(9.9)%
	$136,571	$149,863	$(13,292)	(8.9)%
Discontinued Operations	(11,273)	(17,992)	6,719	(37.3)%
Total Depreciation and Other Amortization	$125,298	$131,871	$ (6,573)	(5.0)%

Depreciation and other amortization for same store properties decreased $10.2 million due primarily to accelerated depreciation and amortization taken during the year ended December 31, 2009 attributable to the cessation of depreciation and amortization of the Non-Strategic Assets that qualified for held for sale classification during the fourth quarter of 2010 as well as to certain tenants who terminated their leases early. Depreciation and other amortization from acquired properties increased $0.6 million due to properties acquired subsequent to December 31, 2008. Depreciation and other amortization from sold properties decreased $4.1 million due to properties sold subsequent to December 31, 2008. Depreciation and other amortization for (re)developments and land and other increased $0.7 million due primarily to an increase in the substantial completion of developments. Corporate furniture, fixtures and equipment decreased $0.2 million primarily due to accelerated depreciation on furniture, fixtures and equipment taken in 2009 related to the termination of certain office leases.

Interest income increased $1.3 million, or 41.5%, due primarily to an increase in the weighted average mortgage loans receivable balance outstanding for the year ended December 31, 2010 as compared to the year ended December 31, 2009.

Interest expense, inclusive of $0.3 million and $0.7 million of interest expense included in discontinued operations for the years ended December 31, 2010 and 2009, respectively, decreased $9.3 million, or 8.0%, primarily due to a decrease in the weighted average debt balance outstanding for the year ended December 31, 2010 ($1,867.8 million), as compared to the year ended December 31, 2009 ($2,050.5 million), offset by an increase in the weighted average interest rate for the year ended December 31, 2010 (5.68%), as compared to the year ended December 31, 2009 (5.64%) and by a decrease in capitalized interest for the year ended December 31, 2010 due to a decrease in development activities.

Amortization of deferred financing costs increased $0.4 million, or 14.6%, due primarily to an increase in costs related to the amendment of our Old Credit Facility in October 2010 and the origination of mortgage financings during 2010 and 2009, partially offset by expensing of capitalized loan fees as a result of the repurchase and retirement of certain of our senior unsecured notes. The net unamortized deferred financing fees related to the prior line of credit are amortized over the remaining amortization period, except for $0.2 million of unamortized deferred financing costs that were expensed as a result of the decrease in the capacity of the Old Credit Facility, which is included in (Loss) Gain From Retirement of Debt for the year ended December 31, 2010.

We recorded $1.1 million in mark to market loss, inclusive of $0.5 million in swap payments, related to the Series F Agreement which is included in Mark-to-Market (Loss) Gain on Interest Rate Protection Agreements for the year ended December 31, 2010, as compared to $2.7 million in mark to market gain, inclusive of $0.5 million of swap payments, for the year ended December 31, 2009. Additionally included in Mark-to-Market Gain on Interest Rate Protection Agreements for the year ended December 31, 2009 is $1.0 million related to two forward starting swaps. In January 2008, we entered into two forward starting swaps each with a notional value of $59.8 million, which fixed the interest rate on forecasted debt offerings. We designated both swaps as cash flow hedges. The rates on the forecasted debt issuances underlying the swaps locked on March 20, 2009 (the “Forward Starting Agreement 1”) and on April 6, 2009 (the “Forward Starting Agreement 2”), and as such, the swaps ceased to qualify for hedge accounting. The change in value of Forward Starting Agreement 1 and Forward Starting Agreement 2 from the respective day the interest rate on the underlying debt locked until settlement was $1.0 million and is included in Mark-to-Market (Loss) Gain on Interest Rate Protection Agreements for the year ended December 31, 2009.

For the year ended December 31, 2010, we recognized a net loss from retirement of debt of $4.3 million due primarily to the redemption of our 2011 Notes. For the year ended December 31, 2009, we recognized a $34.6 million gain from retirement of debt due to the partial repurchase of certain series of our senior unsecured notes.

Foreign currency exchange loss of $0.2 million for the year ended December 31, 2010 relates to our wind-down of our operations in Europe.

For the year ended December 31, 2010, Equity in Income of Joint Ventures was $0.7 million, as compared to Equity in Loss of Joint Ventures of $6.5 million for the year ended December 31, 2009. The variance of $7.2 million is due primarily to impairment losses of $5.6 million we recorded during the year ended December 31, 2009 related to the 2006 Net Lease Co-Investment Program as a result of adverse conditions in the credit and real estate markets and also due to the gain on sale of our 15% interest in the 2006 Net Lease Co-Investment Program which occurred during the year ended December 31, 2010, partially offset by a decrease in our pro rata share of gain on sale of real estate and earn outs on property sales from the 2005 Development/Repositioning Joint Venture and a decrease in our pro rata share of income from the 2005 Core Joint Venture during the year ended December 31, 2010, as compared to the year ended December 31, 2009.

The Gain on Sale of Joint Venture Interests of $11.2 million for the year ended December 31, 2010 relates to the sale of our 10% equity interests in each of the 2005 Development/Repositioning Joint Venture, the 2005 Core Joint Venture, the 2006 Land/Development Joint Venture and the 2007 Canada Joint Venture to our joint venture partner on August 5, 2010. Additionally, the gain includes approximately $2.7 million of proceeds related to the separate sales of three industrial properties by the Joint Ventures during August and October 2010 for which, in accordance with the sale agreement, we were entitled to a final distribution.

For the year ended December 31, 2010, we recorded an income tax provision of $3.3 million, as compared to an income tax benefit of $23.2 million for the year ended December 31, 2009. The variance of $26.5 million is due primarily to a loss carryback generated from the tax liquidation of one of our taxable REIT subsidiaries for the year ended December 31, 2009, an increase in state taxes related to an unfavorable court decision on business loss carryforwards in the State of Michigan for the year ended December 31, 2010 and gain on sale of joint venture interests in 2010.

The following table summarizes certain information regarding the industrial properties included in discontinued operations for the years ended December 31, 2010 and December 31, 2009.

	2010	2009
	($ in 000's)	
Total Revenues	$ 27,481	$ 36,850
Property Expenses	(11,821)	(14,966)
Impairment of Real Estate	(81,648)	(1,317)
Depreciation and Amortization	(11,273)	(17,992)
Interest Expense	(268)	(653)
Gain on Sale of Real Estate	11,092	24,206
Provision for Income Taxes	—	(1,846)
(Loss) Income from Discontinued Operations	$(66,437)	$ 24,282

Loss from discontinued operations for the year ended December 31, 2010 reflects the results of operations and gain on sale of real estate relating to 13 industrial properties and one land parcel that generated ground rental revenue that were sold during the year ended December 31, 2010, the results of operations of 36 industrial properties that were sold during the year ended December 31, 2011 and the results of operations of 46 industrial properties that were identified as held for sale at December 31, 2011. The impairment loss for the year ended December 31, 2010 of $81.6 million relates to an impairment charge related to certain Non-Strategic assets that were either sold during the year or classified as held for sale at December 31, 2011.

Income from discontinued operations for the year ended December 31, 2009 reflects the results of operations and gain on sale of real estate relating to 15 industrial properties that were sold during the year ended December 31, 2009, the results of operations of 13 industrial properties and one land parcel that generated ground rental revenue that were sold during the year ended December 31, 2010, the results of operations of 36 industrial properties that were sold during the year ended December 31, 2011 and the results of operations of the 46 industrial properties identified as held for sale at December 31, 2011. The impairment loss for the year ended December 31, 2009 of $1.3 million relates to an impairment charge recorded related to one sold property in the Inland Empire market. The impairment charge was a result of adverse conditions in the credit and real estate markets.

The $0.9 million and $0.4 million gain on sale of real estate for the years ended December 31, 2010 and 2009, respectively, resulted from the sale of several land parcels that do not meet the criteria for inclusion in discontinued operations.

LIQUIDITY AND CAPITAL RESOURCES

At December 31, 2011 our cash and cash equivalents was approximately $10.2 million. We also had $300.5 million available for additional borrowings under our Unsecured Credit Facility, subject to certain restrictions.

We have considered our short-term (through December 31, 2012) liquidity needs and the adequacy of our estimated cash flow from operations and other expected liquidity sources to meet these needs. Our 2012 Notes, in the aggregate principal amount of $61.8 million, are due on April 15, 2012. We expect to satisfy the payment obligations on the 2012 Notes with borrowings on our Unsecured Credit Facility. With the exception of the 2012 Notes, we believe that our principal short-term liquidity needs are to fund normal recurring expenses, property acquisitions, developments, renovations, expansions and other nonrecurring capital improvements, debt service requirements and the minimum distributions required to maintain our REIT qualification under the Code. We anticipate that these needs will be met with cash flows provided by operating and investing activities, including the disposition of select assets.

We expect to meet long-term (after December 31, 2012) liquidity requirements such as property acquisitions, developments, scheduled debt maturities, major renovations, expansions and other nonrecurring capital improvements through the disposition of select assets, long-term unsecured and secured indebtedness and the issuance of additional equity securities, subject to market conditions.

We also have financed the development or acquisition of additional properties through borrowings under our Unsecured Credit Facility and may finance the development or acquisition of additional properties through such borrowings, to the extent capacity is available, in the future. At December 31, 2011, borrowings under our Unsecured Credit Facility bore interest at a weighted average interest rate of 2.385%. As of February 28, 2012, we had approximately $262.4 million available for additional borrowings under our Unsecured Credit Facility, subject to certain restrictions. Our Unsecured Credit Facility contains certain financial covenants including limitations on incurrence of debt and debt service coverage. Our access to borrowings may be limited if we fail to meet any of these covenants. We believe that we were in compliance with our financial covenants as of December 31, 2011, and we anticipate that we will be able to operate in compliance with our financial covenants in 2012.

Our senior unsecured notes have been assigned credit ratings from Standard & Poor's, Moody's and Fitch Ratings of BB-/Ba3/BB, respectively. In the event of a downgrade, we believe we would continue to have access to sufficient capital; however, our cost of borrowing would increase and our ability to access certain financial markets may be limited.

Year Ended December 31, 2011

Net cash provided by operating activities of approximately $87.5 million for the year ended December 31, 2011 was comprised primarily of the non-cash adjustments of approximately $111.7 million, operating distributions received in excess of equity in income of joint ventures of $0.1 million and a decrease in restricted cash of approximately $0.1 million, offset by net loss of approximately $9.2 million, payments of discounts associated with senior unsecured notes of $5.3 million, prepayment premiums associated with the retirement of debt of approximately $1.3 million and net change in operating assets and liabilities of approximately $8.6 million. The adjustments for the non-cash items of approximately $111.7 million are primarily comprised of depreciation and amortization of approximately $136.3 million, the provision for bad debt of approximately $1.1 million, the loss from retirement of debt of approximately $5.5 million and the mark to market loss related to the Series F Agreement of approximately $1.7 million, offset by the reversal of impairment of real estate of $2.7 million, the gain on sale of real estate of approximately $21.8 million, the gain on the change in control of interests in connection with the redemption of the 85% equity interest in one property from the 2003 Net Lease Joint Venture of approximately $0.7 million and the effect of the straight-lining of rental income of approximately $7.7 million.

Net cash used in investing activities of approximately $3.8 million for the year ended December 31, 2011 was comprised primarily of the acquisition of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture development of real estate, capital expenditures related to the improvement of existing real estate and payments related to leasing activities, offset by the net proceeds from the sale of real estate and the repayments on our mortgage loan receivables.

We invested approximately $0.2 million in, and received total distributions of approximately $1.7 million, from our Joint Ventures. As of December 31, 2011, our Joint Ventures owned seven industrial properties comprising approximately 3.4 million square feet of GLA.

During the year ended December 31, 2011, we sold 36 industrial properties comprising approximately 2.9 million square feet of GLA and one land parcel. Proceeds from the sales of the 36 industrial properties and one land parcel, net of closing costs, were approximately $76.0 million. We are in various stages of discussions with third parties for the sale of additional properties and plan to continue to selectively market other properties for sale throughout 2012. We expect to use at least a portion of sale proceeds to pay down additional debt. If we are unable to sell properties on an advantageous basis, this may impair our liquidity and our ability to meet our financial covenants.

During the year ended December 31, 2011, we acquired one industrial property comprising approximately 0.7 million square feet of GLA in connection with the redemption of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture. The acquisition was funded with a cash payment of $5.3 million and the assumption of a mortgage loan in the amount of $24.4 million.

Net cash used in financing activities of approximately $99.5 million for the year ended December 31, 2011 was comprised primarily of repayments on our senior unsecured notes and mortgage loans payable, payments of debt and equity issuance costs, net repayments on our Unsecured Credit Facility, preferred stock dividends, the repurchase and retirement of restricted stock and payments on the interest rate swap agreement offset by the net proceeds from the issuance of common stock and proceeds from the new mortgage financings.

During the year ended December 31, 2011, we received proceeds from the origination of $255.9 million in mortgage loans. The mortgage loans bear interest at a fixed rate between 4.45% and 4.85% and mature between June 2018 and October 2021. We may engage various lenders, from time to time, regarding the origination of additional mortgage financings and the terms and conditions thereof. To the extent additional mortgage financing is originated, we expect to use proceeds received to pay down our other debt and/or make select property acquisitions. No assurances can be made that additional mortgage financing will be obtained.

During the year ended December 31, 2011, we redeemed or repurchased $241.7 million of our unsecured notes at an aggregate purchase price of $239.6 million. We may from time to time repay additional amounts of our outstanding debt. Any repayments would depend upon prevailing market conditions, our liquidity requirements, contractual restrictions and other factors we consider important. Future repayments may materially impact our liquidity, taxable income and results of operations.

During the year ended December 31, 2011, we issued 17,415,856 shares of the Company's common stock under the ATM and underwritten public offerings, resulting in net proceeds of approximately $202.8 million. We may access the equity markets again, subject to contractual restrictions and market conditions. To the extent additional equity offerings occur, we expect to use at least a portion of the proceeds received to reduce our indebtedness or make property acquisitions.

Contractual Obligations and Commitments

The following table lists our contractual obligations and commitments as of December 31, 2011 (in thousands):

		Payments Due by Period			
	Total	Less Than 1 Year	1-3 Years	3-5 Years	Over 5 Years
Operating and Ground Leases(1)	$ 35,756	$ 1,892	$ 3,172	$ 2,640	$ 28,052
Long-term Debt	1,483,803	74,518	318,227	355,555	735,503
Interest Expense on Long-Term Debt(1)(2)	569,752	81,249	152,524	114,198	221,781
Total	$ 2,089,311	$ 157,659	$ 473,923	$ 472,393	$ 985,336

(1) Not on balance sheet.
(2) Does not include interest expense on our Unsecured Credit Facility.

Off-Balance Sheet Arrangements

Letters of credit are issued in most cases as pledges to governmental entities for development purposes. At December 31, 2011, we have $0.8 million in outstanding letters of credit. Additionally, we have $6.0 million in performance bonds outstanding at December 31, 2011. The letters of credit and performance bonds are not reflected as liabilities on our balance sheet. We have no other off-balance sheet arrangements, as defined in Item 303 of Regulation S-K, other than those disclosed on the Contractual Obligations and Commitments table above, that have or are reasonably likely to have a current or future effect on our financial condition, results of operation or liquidity and capital resources.

Environmental

We paid approximately $1.1 million and $0.6 million in 2011 and 2010, respectively, related to environmental expenditures. We estimate 2012 expenditures of approximately $1.2 million. We estimate that the aggregate expenditures which need to be expended in 2012 and beyond with regard to currently identified environmental issues will not exceed approximately $2.6 million.

Inflation

For the last several years, inflation has not had a significant impact on the Company because of the relatively low inflation rates in our markets of operation. Most of our leases require the tenants to pay their share of operating expenses, including common area maintenance, real estate taxes and insurance, thereby reducing our exposure to increases in costs and operating expenses resulting from inflation. In addition, many of the outstanding leases expire within six years which may enable us to replace existing leases with new leases at higher base rentals if rents of existing leases are below the then-existing market rate.

Market Risk

The following discussion about our risk-management activities includes “forward-looking statements” that involve risk and uncertainties. Actual results could differ materially from those projected in the forward-looking statements. Our business subjects us to market risk from interest rates, and to a much lesser extent, foreign currency fluctuations.

Interest Rate Risk

This analysis presents the hypothetical gain or loss in earnings, cash flows or fair value of the financial instruments and derivative instruments which are held by us at December 31, 2011 that are sensitive to changes in the interest rates. While this analysis may have some use as a benchmark, it should not be viewed as a forecast.

In the normal course of business, we also face risks that are either non-financial or non-quantifiable. Such risks principally include credit risk and legal risk and are not represented in the following analysis.

At December 31, 2011, approximately $1,330.5 million (approximately 89.9% of total debt at December 31, 2011) of our debt was fixed rate debt and approximately $149.0 million (approximately 10.1% of total debt at December 31, 2011) was variable rate debt. Currently, we do not enter into financial instruments for trading or other speculative purposes.

For fixed rate debt, changes in interest rates generally affect the fair value of the debt, but not our earnings or cash flows. Conversely, for variable rate debt, changes in the base interest rate used to calculate the all-in interest rate generally do not impact the fair value of the debt, but would affect our future earnings and cash flows. The interest rate risk and changes in fair market value of fixed rate debt generally do not have a significant impact on us until we are required to refinance such debt. See Note 6 to the Consolidated Financial Statements for a discussion of the maturity dates of our various fixed rate debt.

Based upon the amount of variable rate debt outstanding at December 31, 2011, a 10% increase or decrease in the interest rate on our variable rate debt would decrease or increase, respectively, future net income and cash flows by approximately $0.4 million per year. The foregoing calculation assumes an instantaneous increase or decrease in the rates applicable to the amount of borrowings outstanding under our Unsecured Credit Facility at December 31, 2011. Changes in LIBOR could result in a greater than 10% increase in such rates. In addition, the calculation does not account for our option to elect the lower of two different interest rates under our borrowings or other possible actions, such as prepayment, that we might take in response to any rate increase. A 10% increase in interest rates would decrease the fair value of the fixed rate debt at December 31, 2011 by approximately $36.7 million to $1,337.3 million. A 10% decrease in interest rates would increase the fair value of the fixed rate debt at December 31, 2011 by approximately $38.9 million to $1,412.9 million.

The use of derivative financial instruments allows us to manage risks of increases in interest rates with respect to the effect these fluctuations would have on our earnings and cash flows. As of December 31, 2011, we had one outstanding derivative with a notional amount of $50.0 million which mitigates our exposure to floating interest rates related to the reset rate of our Series F Preferred Stock.

Foreign Currency Exchange Rate Risk

Owning, operating and developing industrial property outside of the United States exposes us to the possibility of volatile movements in foreign exchange rates. Changes in foreign currencies can affect the operating results of international operations reported in U.S. dollars and the value of the foreign assets reported in U.S. dollars. The economic impact of foreign exchange rate movements is complex because such changes are often linked to variability in real growth, inflation, interest rates, governmental actions and other factors. At December 31, 2011, we owned one land parcel for which the U.S. dollar was not the functional currency. The land parcel is located in Ontario, Canada and uses the Canadian dollar as its functional currency.

Supplemental Earnings Measure

Investors in and industry analysts following the real estate industry utilize funds from operations ("FFO") as a supplemental operating performance measure of an equity REIT. Historical cost accounting for real estate assets in accordance with accounting principles generally accepted in the United States of America ("GAAP") implicitly assumes that the value of real estate assets diminishes predictably over time through depreciation. Since real estate values instead have historically risen or fallen with market conditions, many industry analysts and investors prefer to supplement operating results that use historical cost accounting. The National Association of Real Estate Investment Trusts ("NAREIT") created FFO as a supplemental measure of REIT operating performance that excludes historical cost depreciation, among other items, from net income determined in accordance with GAAP. FFO is a non-GAAP financial measure. FFO available to common stockholders and participating securities should not be considered as a substitute for its most comparable GAAP measure, net income (loss) available to common stockholders and participating securities, or any other measures derived in accordance with GAAP. FFO does not represent cash generated from operating activities in accordance with GAAP and should not be considered as an alternative to cash flow from operating activities as a measure of our liquidity, nor is it indicative of funds available for our cash needs, including our ability to make cash distributions. FFO is calculated by us in accordance with the definition adopted by the Board of Governors of NAREIT and therefore may not be comparable to other similarly titled measures of other companies.

Management believes that the use of FFO available to common stockholders and participating securities, combined with net income (which remains the primary measure of performance), improves the understanding of operating results of REITs among the investing public and makes comparisons of REIT operating results more meaningful. Management believes that, by excluding gains or losses related to sales of previously depreciated real estate assets, real estate asset depreciation and amortization and impairment write-downs taken on previously depreciated real estate, investors and analysts are able to identify the operating results of the long-term assets that form the core of a REIT's activity and assist in comparing these operating results between periods or to those of different companies.

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The following table shows a reconciliation of net income (loss) available to common stockholders and participating securities to the calculation of FFO available to common stockholders and participating securities for the years ended December 31, 2011, 2010 and 2009.

	Year Ended December 31,		
	2011	2010	2009
	(In thousands except per share data)		
Net Loss Available to First Industrial Realty Trust, Inc.'s Common Stockholders and Participating Securities	$ (27,010)	$(222,498)	$ (13,783)
Adjustments:			
Depreciation and Other Amortization of Real Estate	120,178	123,323	129,679
Depreciation and Other Amortization of Real Estate Included in Discontinued Operations	2,145	11,273	17,992
Company Share of Joint Venture Depreciation and Other Amortization	551	947	4,994
Impairment of Depreciated Real Estate	(1,687)	90,204	5,617
Impairment of Depreciated Real Estate Included in Discontinued Operations	6,146	81,648	1,317
Gain on Sale of Depreciated Real Estate	(20,419)	(11,073)	(24,231)
Company Share of Joint Venture Gain on Sale of Depreciated Real Estate	(616)	(231)	(74)
Gain on Change in Control of Interests	(689)		
Noncontrolling Interest Share of Adjustments	(6,448)	(23,067)	(13,759)
Funds from Operations Available to First Industrial Realty Trust, Inc.'s Common Stockholders and Participating Securities	$ 72,151	$ 50,526	$107,752

Subsequent Events

From January 1, 2012 to February 28, 2012, we acquired one industrial property comprising approximately 0.4 million square feet of GLA in connection with the purchase of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture. The acquisition was funded through the assumption of a mortgage loan in the amount of $12.0 million, which was subsequently paid off at closing and a cash payment of $8.3 million. We will account for this transaction as a step acquisition utilizing the purchase method of accounting. There were no industrial properties sold during this time.

From January 1, 2012 to February 28, 2012, we repurchased and retired $0.4 million of our senior unsecured notes maturing in 2028 for a payment of $0.4 million.

Item 7A. ***Quantitative and Qualitative Disclosures About Market Risk***

Response to this item is included in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" above.

Item 8. ***Financial Statements and Supplementary Data***

See Index to Financial Statements and Financial Statement Schedule included in Item 15.

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our periodic reports pursuant to the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required financial disclosure.

We carried out an evaluation, under the supervision and with the participation of our management, including the principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(b) as of the end of the period covered by this report. Based upon this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Our management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2011. In making its assessment of internal control over financial reporting, management used the criteria described in the Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Our management has concluded that, as of December 31, 2011, our internal control over financial reporting was effective.

The effectiveness of our internal control over financial reporting as of December 31, 2011 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein within Item 15. See Report of Independent Registered Public Accounting Firm.

Changes in Internal Control Over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the fourth quarter of 2011 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. ***Other Information***

On February 27, 2012, the Company, in its capacity as the sole general partner of the Operating Partnership and owner of greater than 90% of all Units, amended and restated the Eleventh Amended and Restated Agreement of Limited Partnership of the Operating Partnership, effective March 17, 2012, in order to permit a merger of the Operating Partnership to be authorized by the vote of a majority of Units, make technical amendments of the agreement's Unit issuance and general partnership interest transfer and succession provisions in the event of certain Company transactions and to expand the notice requirements under the agreement in the event of an amendment. The foregoing summary is qualified in its entirety by reference to the Twelfth Amended and Restated Agreement of Limited Partnership of the Operating Partnership, which is attached hereto as Exhibit 10.1, to this Annual Report on Form 10-K and is incorporated herein by reference.

PART III

Item 10, 11, 12, 13 and 14. ***Directors, Executive Officers and Corporate Governance, Executive Compensation, Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters, Certain Relationships and Related Transactions and Director Independence and Principal Accountant Fees and Services***

The information required by Item 10, Item 11, Item 12, Item 13 and Item 14 is hereby incorporated or furnished, solely to the extent required by such item, from the Company's definitive proxy statement, which is expected to be filed with the SEC no later than 120 days after the end of the Company's fiscal year. Information from the Company's definitive proxy statement shall not be deemed to be "filed" or "soliciting material," or subject to liability for purposes of Section 18 of the Securities Exchange Act of 1934 to the maximum extent permitted under the Exchange Act.

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PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

(a) *Financial Statements, Financial Statement Schedule and Exhibits*

(1 & 2) See Index to Financial Statements and Financial Statement Schedule.

(3) *Exhibits:*

Exhibits	Description
3.1	Amended and Restated Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 1996, File No. 1-13102)
3.2	Amended and Restated Bylaws of the Company, dated September 4, 1997 (incorporated by reference to Exhibit 1 of the Company’s Form 8-K, dated September 4, 1997, as filed on September 29, 1997, File No. 1-13102)
3.3	Articles of Amendment to the Company’s Articles of Incorporation, dated June 20, 1994 (incorporated by reference to Exhibit 3.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 1996, File No. 1-13102)
3.4	Articles of Amendment to the Company’s Articles of Incorporation, dated May 31, 1996 (incorporated by reference to Exhibit 3.3 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 1996, File No. 1-13102)
3.5	Articles Supplementary relating to the Company’s 6.236% Series F Flexible Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 3.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
3.6	Articles Supplementary relating to the Company’s 7.236% Series G Flexible Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 3.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
3.7	Articles Supplementary relating to the Company’s Junior Participating Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 4.10 of Form S-3 of the Company and First Industrial, L.P. dated September 24, 1997, Registration No. 333-29879)
3.8	Articles Supplementary relating to the Company’s 7.25% Series J Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 4.1 of the Form 8-K of the Company filed January 17, 2006, File No. 1-13102)
3.9	Articles Supplementary relating to the Company’s 7.25% Series K Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 1.6 of the Form 8-A of the Company, as filed on August 18, 2006, File No. 1-13102)
3.10	Articles of Amendment to the Company’s Articles of Incorporation, dated May 12, 2011 (incorporated by reference to Exhibit 3.1 of the Form 8-K of the Company filed June 2, 2011, File No. 1-13102)
4.1	Deposit Agreement, dated May 27, 2004, by and among the Company, EquiServe Inc. and EquiServe Trust Company, N.A. and holders from time to time of Series F Depositary Receipts (incorporated by reference to Exhibit 4.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)

Exhibits	Description
4.2	Deposit Agreement, dated May 27, 2004, by and among the Company, EquiServe Inc. and EquiServe Trust Company, N.A. and holders from time to time of Series G Depositary Receipts (incorporated by reference to Exhibit 4.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
4.3	Remarketing Agreement, dated May 27, 2004, relating to 50,000 depositary shares, each representing 1/100 of a share of the Series F Flexible Cumulative Redeemable Preferred Stock, by and among Lehman Brothers Inc., the Company and First Industrial, L.P. (incorporated by reference to Exhibit 1.2 of the Form 8-K of the Company, dated May 27, 2004, File No. 1-13102)
4.4	Remarketing Agreement, dated May 27,2004, relating to 25,000 depositary shares, each representing 1/100 of a share of the Series G Flexible Cumulative Redeemable Preferred Stock, by and among Lehman Brothers Inc., the Company and First Industrial, L.P. (incorporated by reference to Exhibit 1.3 of the Form 8-K of the Company, dated May 27, 2004, File No. 1-13102)
4.5	Deposit Agreement, dated January 13,2006, by and among the Company, Computershare Shareholder Services, Inc. and Computershare Trust Company, N.A., as depositary, and holders from time to time of Series J Depositary Receipts (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company, filed January 17, 2006, File No. 1-13102)
4.6	Deposit Agreement, dated August 21, 2006, by and among the Company, Computershare Shareholder Services, Inc. and Computershare Trust Company, N.A., as depositary, and holders from time to time of Series K Depositary Receipts (incorporated by reference to Exhibit 1.7 of the Form 8-A of the Company, as filed on August 18, 2006, File No. 1-13102)
4.7	Indenture, dated as of May 13, 1997,between First Industrial, L.P. and First Trust National Association, as Trustee (incorporated by reference to Exhibit 4.1 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 1997, as amended by Form 10-Q/A No. 1 of the Company filed May 30, 1997, File No. 1-13102)
4.8	Supplemental Indenture No. 1, dated as of May 13, 1997, between First Industrial, L.P. and First Trust National Association as Trustee relating to $100 million of 7.15% Notes due 2027 (incorporated by reference to Exhibit 4.2 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 1997, as amended by Form 10-Q/A No. 1 of the Company filed May 30, 1997, File No. 1-13102)
4.9	Supplemental Indenture No. 3 dated October 28, 1997 between First Industrial, L.P. and First Trust National Association providing for the issuance of Medium-Term Notes due Nine Months or more from Date of Issue (incorporated by reference to Exhibit 4.1 of Form 8-K of First Industrial, L.P., dated November 3, 1997, as filed November 3, 1997, File No. 333-21873)
4.10	7.50% Medium-Term Note due 2017 in principal amount of $100 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.19 of the Company’s Annual Report on Form 10-K for the year ended December 31, 1997, File No. 1-13102)
4.11	Trust Agreement, dated as of May 16, 1997, between First Industrial, L.P. and First Bank National Association, as Trustee (incorporated by reference to Exhibit 4.5 of the Form 10-Q of First Industrial, L.P. for the fiscal quarter ended March 31, 1997, File No. 333-21873)
4.12	7.60% Notes due 2028 in principal amount of $200 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.2 of the Form 8-K of First Industrial, L.P. dated July 15, 1998, File No. 333-21873)
4.13	Supplemental Indenture No. 5, dated as of July 14, 1998, between First Industrial, L.P. and U.S. Bank Trust National Association, relating to First Industrial, L.P.’s 7.60% Notes due July 15, 2028 (incorporated by reference to Exhibit 4.1 of the Form 8-K of First Industrial, L.P. dated July 15, 1998, File No. 333-21873)

Exhibits	Description
4.14	Supplemental Indenture No. 7 dated as of April 15, 2002, between First Industrial, L.P. and U.S. Bank National Association, relating to First Industrial, L.P.'s 6.875% Notes due 2012 and 7.75% Notes due 2032 (incorporated by reference to Exhibit 4.1 of the Form 8-K of First Industrial, L.P. dated April 4, 2002, File No. 333-21873)
4.15	Form of 6.875% Notes due in 2012 in the principal amount of $200 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.2 of the Form 8-K of First Industrial, L.P., dated April 4, 2002, File No. 333-21873)
4.16	Form of 7.75% Notes due 2032 in the principal amount of $50.0 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.3 of the Form 8-K of First Industrial, L.P., dated April 4, 2002, File No. 333-21873)
4.17	Supplemental Indenture No. 8, dated as of May 17, 2004, relating to 6.42% Senior Notes due June 1, 2014, by and between First Industrial, L.P. and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Form 8-K of First Industrial, L.P., dated May 27, 2004, File No. 333-21873)
4.18	Supplemental Indenture No. 10, dated as of January 10, 2006, relating to 5.75% Senior Notes due 2016, by and between the Operating Partnership and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Form 8-K of the Company, filed January 11, 2006, File No. 1-13102)
4.19	Supplemental Indenture No. 11, dated as of May 7, 2007, relating to 5.95% Senior Notes due 2017, by and between the Operating Partnership and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Form 8-K of the Company, filed May 5, 2007, File No. 1-13102)
10.1*	Twelfth Amended and Restated Partnership Agreement of First Industrial, L.P. dated February 27, 2012 and effective March 17, 2012 (the "LP Agreement").
10.2	Sales Agreement by and among the Company, First Industrial, L.P. and Cantor Fitzgerald & Co. dated September 16, 2004 (incorporated by reference to Exhibit 1.1 of the Form 8-K of the Company, dated September 16, 2004, File No. 1-13102)
10.3	Non-Competition Agreement between Jay H. Shidler and First Industrial Realty Trust, Inc. (incorporated by reference to Exhibit 10.16 of the Company's Annual Report on Form 10-K for the year ended December 31, 1994, File No. 1-13102)
10.4	Form of Non-Competition Agreement between each of Michael T. Tomasz, Paul T. Lambert, Michael J. Havala, Michael W. Brennan, Michael G. Damone, Duane H. Lund, and Johannson L. Yap and First Industrial Realty Trust, Inc. (incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form S-11, File No. 33-77804)
10.5†	1994 Stock Incentive Plan (incorporated by reference to Exhibit 10.37 of the Company's Annual Report on Form 10-K for the year ended December 31, 1994, File No. 1-13102)
10.6†	First Industrial Realty Trust, Inc. Deferred Income Plan (incorporated by reference to Exhibit 10 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 1996, File No. 1-13102)
10.7	Contribution Agreement, dated March 19, 1996, among FR Acquisitions, Inc. and the parties listed on the signature pages thereto (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company, dated April 3, 1996, File No. 1-13102)
10.8	Contribution Agreement, dated January 31, 1997, among FR Acquisitions, Inc. and the parties listed on the signature pages thereto (incorporated by reference to Exhibit 10.58 of the Company's Annual Report on Form 10-K for the year ended December 31, 1996, File No. 1-13102)

Exhibits	Description
10.9†	Separation and Release Agreement between First Industrial Realty Trust, Inc. and Michael W. Brennan dated November 26, 2008 (incorporated by reference to Exhibit 10.2 of the Form 8-K of the Company filed November 28, 2008, File No. 1-13102)
10.10†	1997 Stock Incentive Plan (incorporated by reference to Exhibit 10.62 of the Company's Annual Report on Form 10-K for the year ended December 31, 1996, File No. 1-13102)
10.11†	2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.34 of the Company's Annual Report on Form 10-K for the year ended December 31, 2001, File No. 1-13102)
10.12†	Separation and Release Agreement between First Industrial Realty Trust, Inc. and Michael J. Havala dated December 22, 2008 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed December 23, 2008, File No. 1-13102)
10.13†	Employment Agreement, dated March 31, 2002, between First Industrial Realty Trust, Inc. and Johannson L. Yap (incorporated by reference to Exhibit 10.2 of the Form 10-Q of First Industrial Realty Trust, Inc. for the fiscal quarter ended March 31, 2002, File No. 1-13102)
10.14†	Separation and Release Agreement between First Industrial Realty Trust, Inc. and David P. Draft dated November 25, 2008 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed November 28, 2008, File No. 1-13102)
10.15†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.3 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.16†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.4 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.17†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.5 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.18†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.6 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.19	Unsecured Revolving Credit Agreement dated as of December 14, 2011 among First Industrial, L.P., First Industrial Realty Trust, Inc., Wells Fargo Bank, N.A. and the other lenders thereunder (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed December 15, 2011, File No. 1-13102)
10.20†	Form of Restricted Stock Agreement (Director's Annual Retainer) (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed May 19, 2006, File No. 1-13102)
10.21†	Amendment No. 1 to the Company's 2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2006, File No. 1-13102)
10.22†	Amendment No. 2 to the Company's 2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2007, File No. 1-13102)
10.23†	Amendment No. 1 to the Company's 1994 Stock Incentive Plan (incorporated by reference to Exhibit 10.24 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.24†	Amendment No. 1 to the Company's 1997 Stock Incentive Plan (incorporated by reference to Exhibit 10.25 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)

Exhibits	Description
10.25†	Form of Director Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.26 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.26†	Form of Director Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.27 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.27†	Form of Employee Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.28 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.28†	Form of Employee Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.29 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.29†	Amendment No. 3 to the Company's 2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 2008, File No. 1-13102)
10.30†	Form of Employee Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.2 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 2008, File No. 1-13102)
10.31†	First Amendment, dated as of December 29, 2008, to Employment Agreement, dated March 31, 2002, between First Industrial Realty Trust, Inc. and Johannson L. Yap (incorporated by reference to Exhibit 10.33 of the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-13102)
10.32†	Employment Agreement dated as of January 9, 2009 among First Industrial Realty Trust, Inc., First Industrial L.P. and Bruce W. Duncan (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed January 12, 2009, File No. 1-13102)
10.33†	Restricted Stock Unit Award Agreement dated as of January 9, 2009 between First Industrial Realty Trust, Inc. and Bruce W. Duncan (incorporated by reference to Exhibit 10.2 of the Form 8-K of the Company filed January 12, 2009, File No. 1-13102)
10.34†	2009 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q for the period ended June 30, 2009, File No. 1-13102)
10.35†	Form of Employee Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.2 of the Form 8-K of the Company filed July 15, 2009, File No. 1-13102)
10.36†	Amendment No. 1, dated as of February 5, 2009, to the Restricted Stock Unit Award Agreement, dated as of January 9, 2009, by and between First Industrial Realty Trust, Inc. and Bruce W. Duncan (incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q for the period ended March 31, 2009, File No. 1-13102)
10.37†	Form of Employee Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed March 4, 2010, File No. 1-13102)
10.38	Distribution Agreement among the First Industrial Realty Trust, Inc., First Industrial, L.P. and J.P. Morgan Securities Inc. dated May 4, 2010 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed May 4, 2010, File No. 1-13102)
10.39†	Form of Employee Service Based Bonus Agreement (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed July 7, 2010, File No. 1-13102)

Exhibits	Description
10.40†	Form of Employee Service Based Bonus Agreement (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed July 13, 2011, File No. 1-13102)
10.41†	2011 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed June 2, 2011, File No. 1-13102)
10.42†	Amendment No. 1 to 2011 Stock Incentive Plan, dated April 28, 2011 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed on April 28, 2011, File No. 1-13102)
10.43	Distribution Agreement among the Company, First Industrial, L.P. and Wells Fargo Securities, LLC dated February 28, 2011(incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed on February 28, 2011, File No. 1-13102)
21.1*	Subsidiaries of the Registrant
23*	Consent of PricewaterhouseCoopers LLP
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended
32**	Certification of the Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.1*	The following financial statements from First Industrial Realty Trust, Inc.'s Annual Report on Form0 10-K for the year ended December 31, 2011, formatted in XBRL: (i) Consolidated Balance Sheets (audited), (ii) Consolidated Statements of Operations (audited), (iii) Consolidated Statements of Comprehensive Income (audited), (iv) Consolidated Statement of Changes in Stockholders' Equity (audited), (v) Consolidated Statements of Cash Flows (audited) and (vi) Notes to Consolidated Financial Statements (audited).

* Filed herewith.
** Furnished herewith.
† Indicates a compensatory plan or arrangement contemplated by Item 15 a (3) of Form 10-K.

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EXHIBIT INDEX

Exhibits	Description
3.1	Amended and Restated Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 1996, File No. 1-13102)
3.2	Amended and Restated Bylaws of the Company, dated September 4, 1997 (incorporated by reference to Exhibit 1 of the Company's Form 8-K, dated September 4, 1997, as filed on September 29, 1997, File No. 1-13102)
3.3	Articles of Amendment to the Company's Articles of Incorporation, dated June 20, 1994 (incorporated by reference to Exhibit 3.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 1996, File No. 1-13102)
3.4	Articles of Amendment to the Company's Articles of Incorporation, dated May 31, 1996 (incorporated by reference to Exhibit 3.3 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 1996, File No. 1-13102)
3.5	Articles Supplementary relating to the Company's 6.236% Series F Flexible Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 3.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
3.6	Articles Supplementary relating to the Company's 7.236% Series G Flexible Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 3.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
3.7	Articles Supplementary relating to the Company's Junior Participating Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 4.10 of Form S-3 of the Company and First Industrial, L.P. dated September 24, 1997, Registration No. 333-29879)
3.8	Articles Supplementary relating to the Company's 7.25% Series J Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 4.1 of the Form 8-K of the Company filed January 17, 2006, File No. 1-13102)
3.9	Articles Supplementary relating to the Company's 7.25% Series K Cumulative Redeemable Preferred Stock, $0.01 par value (incorporated by reference to Exhibit 1.6 of the Form 8-A of the Company, as filed on August 18, 2006, File No. 1-13102)
3.10	Articles of Amendment to the Company's Articles of Incorporation, dated May 12, 2011 (incorporated by reference to Exhibit 3.1 of the Form 8-K of the Company filed June 2, 2011, File No. 1-13102)
4.1	Deposit Agreement, dated May 27, 2004, by and among the Company, EquiServe Inc. and EquiServe Trust Company, N.A. and holders from time to time of Series F Depositary Receipts (incorporated by reference to Exhibit 4.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
4.2	Deposit Agreement, dated May 27, 2004, by and among the Company, EquiServe Inc. and EquiServe Trust Company, N.A. and holders from time to time of Series G Depositary Receipts (incorporated by reference to Exhibit 4.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
4.3	Remarketing Agreement, dated May 27,2004, relating to 50,000 depositary shares, each representing 1/100 of a share of the Series F Flexible Cumulative Redeemable Preferred Stock, by and among Lehman Brothers Inc., the Company and First Industrial, L.P. (incorporated by reference to Exhibit 1.2 of the Form 8-K of the Company, dated May 27, 2004, File No. 1-13102)

Exhibits	Description
4.4	Remarketing Agreement, dated May 27,2004, relating to 25,000 depositary shares, each representing 1/100 of a share of the Series G Flexible Cumulative Redeemable Preferred Stock, by and among Lehman Brothers Inc., the Company and First Industrial, L.P. (incorporated by reference to Exhibit 1.3 of the Form 8-K of the Company, dated May 27, 2004, File No. 1-13102)
4.5	Deposit Agreement, dated January 13,2006, by and among the Company, Computershare Shareholder Services, Inc. and Computershare Trust Company, N.A., as depositary, and holders from time to time of Series J Depositary Receipts (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company, filed January 17, 2006, File No. 1-13102)
4.6	Deposit Agreement, dated August 21, 2006, by and among the Company, Computershare Shareholder Services, Inc. and Computershare Trust Company, N.A., as depositary, and holders from time to time of Series K Depositary Receipts (incorporated by reference to Exhibit 1.7 of the Form 8-A of the Company, as filed on August 18, 2006, File No. 1-13102)
4.7	Indenture, dated as of May 13, 1997,between First Industrial, L.P. and First Trust National Association, as Trustee (incorporated by reference to Exhibit 4.1 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 1997, as amended by Form 10-Q/A No. 1 of the Company filed May 30, 1997, File No. 1-13102)
4.8	Supplemental Indenture No. 1, dated as of May 13, 1997, between First Industrial, L.P. and First Trust National Association as Trustee relating to $100 million of 7.15% Notes due 2027 (incorporated by reference to Exhibit 4.2 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 1997, as amended by Form 10-Q/A No. 1 of the Company filed May 30, 1997, File No. 1-13102)
4.9	Supplemental Indenture No. 3 dated October 28, 1997 between First Industrial, L.P. and First Trust National Association providing for the issuance of Medium-Term Notes due Nine Months or more from Date of Issue (incorporated by reference to Exhibit 4.1 of Form 8-K of First Industrial, L.P., dated November 3, 1997, as filed November 3, 1997, File No. 333-21873)
4.10	7.50% Medium-Term Note due 2017 in principal amount of $100 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.19 of the Company's Annual Report on Form 10-K for the year ended December 31, 1997, File No. 1-13102)
4.11	Trust Agreement, dated as of May 16, 1997, between First Industrial, L.P. and First Bank National Association, as Trustee (incorporated by reference to Exhibit 4.5 of the Form 10-Q of First Industrial, L.P. for the fiscal quarter ended March 31, 1997, File No. 333-21873)
4.12	7.60% Notes due 2028 in principal amount of $200 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.2 of the Form 8-K of First Industrial, L.P. dated July 15, 1998, File No. 333-21873)
4.13	Supplemental Indenture No. 5, dated as of July 14, 1998, between First Industrial, L.P. and U.S. Bank Trust National Association, relating to First Industrial, L.P.'s 7.60% Notes due July 15, 2028 (incorporated by reference to Exhibit 4.1 of the Form 8-K of First Industrial, L.P. dated July 15, 1998, File No. 333-21873)
4.14	Supplemental Indenture No. 7 dated as of April 15, 2002, between First Industrial, L.P. and U.S. Bank National Association, relating to First Industrial, L.P.'s 6.875% Notes due 2012 and 7.75% Notes due 2032 (incorporated by reference to Exhibit 4.1 of the Form 8-K of First Industrial, L.P. dated April 4, 2002, File No. 333-21873)
4.15	Form of 6.875% Notes due in 2012 in the principal amount of $200 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.2 of the Form 8-K of First Industrial, L.P., dated April 4, 2002, File No. 333-21873)

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Exhibits	Description
4.16	Form of 7.75% Notes due 2032 in the principal amount of $50.0 million issued by First Industrial, L.P. (incorporated by reference to Exhibit 4.3 of the Form 8-K of First Industrial, L.P., dated April 4, 2002, File No. 333-21873)
4.17	Supplemental Indenture No. 8, dated as of May 17, 2004, relating to 6.42% Senior Notes due June 1, 2014, by and between First Industrial, L.P. and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Form 8-K of First Industrial, L.P., dated May 27, 2004, File No. 333-21873)
4.18	Supplemental Indenture No. 10, dated as of January 10, 2006, relating to 5.75% Senior Notes due 2016, by and between the Operating Partnership and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Form 8-K of the Company, filed January 11, 2006, File No. 1-13102)
4.19	Supplemental Indenture No. 11, dated as of May 7, 2007, relating to 5.95% Senior Notes due 2017, by and between the Operating Partnership and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Form 8-K of the Company, filed May 5, 2007, File No. 1-13102)
10.1*	Twelfth Amended and Restated Partnership Agreement of First Industrial, L.P. dated February 27, 2012 and effective March 17, 2012 (the “LP Agreement”).
10.2	Sales Agreement by and among the Company, First Industrial, L.P. and Cantor Fitzgerald & Co. dated September 16, 2004 (incorporated by reference to Exhibit 1.1 of the Form 8-K of the Company, dated September 16, 2004, File No. 1-13102)
10.3	Non-Competition Agreement between Jay H. Shidler and First Industrial Realty Trust, Inc. (incorporated by reference to Exhibit 10.16 of the Company’s Annual Report on Form 10-K for the year ended December 31, 1994, File No. 1-13102)
10.4	Form of Non-Competition Agreement between each of Michael T. Tomasz, Paul T. Lambert, Michael J. Havala, Michael W. Brennan, Michael G. Damone, Duane H. Lund, and Johannson L. Yap and First Industrial Realty Trust, Inc. (incorporated by reference to Exhibit 10.14 to the Company’s Registration Statement on Form S-11, File No. 33-77804)
10.5†	1994 Stock Incentive Plan (incorporated by reference to Exhibit 10.37 of the Company’s Annual Report on Form 10-K for the year ended December 31, 1994, File No. 1-13102)
10.6†	First Industrial Realty Trust, Inc. Deferred Income Plan (incorporated by reference to Exhibit 10 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 1996, File No. 1-13102)
10.7	Contribution Agreement, dated March 19, 1996, among FR Acquisitions, Inc. and the parties listed on the signature pages thereto (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company, dated April 3, 1996, File No. 1-13102)
10.8	Contribution Agreement, dated January 31, 1997, among FR Acquisitions, Inc. and the parties listed on the signature pages thereto (incorporated by reference to Exhibit 10.58 of the Company’s Annual Report on Form 10-K for the year ended December 31, 1996, File No. 1-13102)
10.9†	Separation and Release Agreement between First Industrial Realty Trust, Inc. and Michael W. Brennan dated November 26, 2008 (incorporated by reference to Exhibit 10.2 of the Form 8-K of the Company filed November 28, 2008, File No. 1-13102)
10.10†	1997 Stock Incentive Plan (incorporated by reference to Exhibit 10.62 of the Company’s Annual Report on Form 10-K for the year ended December 31, 1996, File No. 1-13102)
10.11†	2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.34 of the Company’s Annual Report on Form 10-K for the year ended December 31, 2001, File No. 1-13102)

Exhibits	Description
10.12†	Separation and Release Agreement between First Industrial Realty Trust, Inc. and Michael J. Havala dated December 22, 2008 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed December 23, 2008, File No. 1-13102)
10.13†	Employment Agreement, dated March 31, 2002, between First Industrial Realty Trust, Inc. and Johannson L. Yap (incorporated by reference to Exhibit 10.2 of the Form 10-Q of First Industrial Realty Trust, Inc. for the fiscal quarter ended March 31, 2002, File No. 1-13102)
10.14†	Separation and Release Agreement between First Industrial Realty Trust, Inc. and David P. Draft dated November 25, 2008 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed November 28, 2008, File No. 1-13102)
10.15†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.3 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.16†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.4 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.17†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.5 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.18†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.6 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2004, File No. 1-13102)
10.19	Unsecured Revolving Credit Agreement dated as of December 14, 2011 among First Industrial, L.P., First Industrial Realty Trust, Inc., Wells Fargo Bank, N.A. and the other lenders thereunder (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed December 15, 2011, File No. 1-13102)
10.20†	Form of Restricted Stock Agreement (Director's Annual Retainer) (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed May 19, 2006, File No. 1-13102)
10.21†	Amendment No. 1 to the Company's 2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.2 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2006, File No. 1-13102)
10.22†	Amendment No. 2 to the Company's 2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Form 10-Q of the Company for the fiscal quarter ended June 30, 2007, File No. 1-13102)
10.23†	Amendment No. 1 to the Company's 1994 Stock Incentive Plan (incorporated by reference to Exhibit 10.24 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.24†	Amendment No. 1 to the Company's 1997 Stock Incentive Plan (incorporated by reference to Exhibit 10.25 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.25†	Form of Director Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.26 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.26†	Form of Director Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.27 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)

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Exhibits	Description
10.27†	Form of Employee Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.28 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.28†	Form of Employee Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.29 of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-13102)
10.29†	Amendment No. 3 to the Company's 2001 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 2008, File No. 1-13102)
10.30†	Form of Employee Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.2 of the Form 10-Q of the Company for the fiscal quarter ended March 31, 2008, File No. 1-13102)
10.31†	First Amendment, dated as of December 29, 2008, to Employment Agreement, dated March 31, 2002, between First Industrial Realty Trust, Inc. and Johannson L. Yap (incorporated by reference to Exhibit 10.33 of the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-13102)
10.32†	Employment Agreement dated as of January 9, 2009 among First Industrial Realty Trust, Inc., First Industrial L.P. and Bruce W. Duncan (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed January 12, 2009, File No. 1-13102)
10.33†	Restricted Stock Unit Award Agreement dated as of January 9, 2009 between First Industrial Realty Trust, Inc. and Bruce W. Duncan (incorporated by reference to Exhibit 10.2 of the Form 8-K of the Company filed January 12, 2009, File No. 1-13102)
10.34†	2009 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q for the period ended June 30, 2009, File No. 1-13102)
10.35†	Form of Employee Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.2 of the Form 8-K of the Company filed July 15, 2009, File No. 1-13102)
10.36†	Amendment No. 1, dated as of February 5, 2009, to the Restricted Stock Unit Award Agreement, dated as of January 9, 2009, by and between First Industrial Realty Trust, Inc. and Bruce W. Duncan (incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q for the period ended March 31, 2009, File No. 1-13102)
10.37†	Form of Employee Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed March 4, 2010, File No. 1-13102)
10.38	Distribution Agreement among the First Industrial Realty Trust, Inc., First Industrial, L.P. and J.P. Morgan Securities Inc. dated May 4, 2010 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed May 4, 2010, File No. 1-13102)
10.39†	Form of Employee Service Based Bonus Agreement (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed July 7, 2010, File No. 1-13102)
10.40†	Form of Employee Service Based Bonus Agreement (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed July 13, 2011, File No. 1-13102)
10.41†	2011 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed June 2, 2011, File No. 1-13102)
10.42†	Amendment No. 1 to 2011 Stock Incentive Plan, dated April 28, 2011 (incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed on April 28, 2011, File No. 1-13102)

Exhibits	Description
10.43	Distribution Agreement among the Company, First Industrial, L.P. and Wells Fargo Securities, LLC dated February 28, 2011(incorporated by reference to Exhibit 10.1 of the Form 8-K of the Company filed on February 28, 2011, File No. 1-13102)
21.1*	Subsidiaries of the Registrant
23*	Consent of PricewaterhouseCoopers LLP
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended
32**	Certification of the Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.1	The following financial statements from First Industrial Realty Trust, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011, formatted in XBRL: (i) Consolidated Balance Sheets (audited), (ii) Consolidated Statements of Operations (audited), (iii) Consolidated Statements of Comprehensive Income (audited), (iv) Consolidated Statement of Changes in Stockholders' Equity (audited), (v) Consolidated Statements of Cash Flows (audited) and (vi) Notes to Consolidated Financial Statements (audited).(1)

* Filed herewith.

** Furnished herewith.

† Indicates a compensatory plan or arrangement contemplated by Item 15 a (3) of Form 10-K.

(1) IN ACCORDANCE WITH THE TEMPORARY HARDSHIP EXEMPTION PROVIDED BY RULE 201 OF REGULATION S-T, THE DATE BY WHICH THE INTERACTIVE DATA FILE IS REQUIRED TO BE SUBMITTED HAS BEEN EXTENDED BY SIX BUSINESS DAYS.

FIRST INDUSTRIAL REALTY TRUST, INC.
INDEX TO FINANCIAL STATEMENTS AND FINANCIAL STATEMENT SCHEDULE

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
First Industrial Realty Trust, Inc.:

In our opinion, the consolidated financial statements listed in the index appearing under Item 15(a) (1) present fairly, in all material respects, the financial position of First Industrial Realty Trust, Inc. and its subsidiaries (the “Company”) at December 31, 2011 and 2010 and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2011, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company’s management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company’s internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
February 29, 2012

FIRST INDUSTRIAL REALTY TRUST, INC.
CONSOLIDATED BALANCE SHEETS

	December 31, 2011	December 31, 2010
	(In thousands except share and per share data)	
ASSETS		
Assets:		
Investment in Real Estate:		
Land	$ 638,071	$ 554,829
Buildings and Improvements	2,326,245	2,061,266
Construction in Progress	27,780	2,672
Less: Accumulated Depreciation	(658,729)	(509,634)
Net Investment in Real Estate	2,333,367	2,109,133
Real Estate and Other Assets Held for Sale, Net of Accumulated Depreciation and Amortization of $39,413 and $165,211	91,659	392,291
Cash and Cash Equivalents	10,153	25,963
Restricted Cash	—	117
Tenant Accounts Receivable, Net	3,062	3,064
Investments in Joint Ventures	1,674	2,451
Deferred Rent Receivable, Net	50,033	37,878
Deferred Financing Costs, Net	15,244	15,351
Deferred Leasing Intangibles, Net	38,037	39,718
Prepaid Expenses and Other Assets, Net	123,428	124,088
Total Assets	$ 2,666,657	$ 2,750,054
LIABILITIES AND EQUITY		
Liabilities:		
Indebtedness:		
Mortgage and Other Loans Payable, Net	$ 690,256	$ 486,055
Senior Unsecured Debt, Net	640,227	879,529
Unsecured Credit Facility	149,000	376,184
Mortgage Loan Payable on Real Estate Held for Sale, Net, Inclusive of $0 and $6 of Accrued Interest	—	1,014
Accounts Payable, Accrued Expenses and Other Liabilities, Net	71,470	67,326
Deferred Leasing Intangibles, Net	16,567	18,519
Rents Received in Advance and Security Deposits	25,852	27,367
Leasing Intangibles Held for Sale, Net of Accumulated Amortization of $415 and $2,668	690	1,916
Total Liabilities	1,594,062	1,857,910
Commitments and Contingencies	—	—
Equity:		
First Industrial Realty Trust Inc.'s Stockholders' Equity:		
Preferred Stock ($0.01 par value, 10,000,000 shares authorized, 500, 250, 600, and 200 shares of Series F, G, J, and K Cumulative Preferred Stock, respectively, issued and outstanding, having a liquidation preference of $100,000 per share ($50,000), $100,000 per share ($25,000), $250,000 per share ($150,000), and $250,000 per share ($50,000), respectively)	—	—
Common Stock ($0.01 par value, 150,000,000 and 100,000,000 shares authorized; 91,131,516 and 73,165,410 shares issued; and 86,807,402 and 68,841,296 shares outstanding)	911	732
Additional Paid-in-Capital	1,811,349	1,608,014
Distributions in Excess of Accumulated Earnings	(633,854)	(606,511)
Accumulated Other Comprehensive Loss	(11,712)	(15,339)
Treasury Shares at Cost (4,324,114 shares)	(140,018)	(140,018)
Total First Industrial Realty Trust, Inc.'s Stockholders' Equity	1,026,676	846,878
Noncontrolling Interest	45,919	45,266
Total Equity	1,072,595	892,144
Total Liabilities and Equity	$ 2,666,657	$ 2,750,054

The accompanying notes are an integral part of the consolidated financial statements.

FIRST INDUSTRIAL REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
	(In thousands except per share data)		
Revenues:			
Rental Income	$ 243,478	$ 242,213	$ 246,027
Tenant Recoveries and Other Income	74,357	78,696	83,588
Construction Revenues	—	869	54,957
Total Revenues	317,835	321,778	384,572
Expenses:			
Property Expenses	108,590	108,651	111,280
General and Administrative	20,638	26,589	37,835
Restructuring Costs	1,553	1,858	7,806
Impairment of Real Estate	(8,807)	112,904	5,617
Depreciation and Other Amortization	121,604	125,298	131,871
Construction Expenses	—	507	52,720
Total Expenses	243,578	375,807	347,129
Other Income (Expense):			
Interest Income	3,922	4,364	3,084
Interest Expense	(100,127)	(105,898)	(114,768)
Amortization of Deferred Financing Costs	(3,963)	(3,473)	(3,030)
Mark-to-Market (Loss) Gain on Interest Rate Protection Agreements	(1,718)	(1,107)	3,667
(Loss) Gain From Retirement of Debt	(5,459)	(4,304)	34,562
Foreign Currency Exchange Loss	(332)	(190)	—
Total Other Income (Expense)	(107,677)	(110,608)	(76,485)
Loss from Continuing Operations Before Equity in Income (Loss) of Joint Ventures, Gain on Sale of Joint Venture Interests, Gain on Change in Control of Interests and Income Tax (Provision) Benefit	(33,420)	(164,637)	(39,042)
Equity in Income (Loss) of Joint Ventures	980	675	(6,470)
Gain on Sale of Joint Venture Interests	—	11,226	—
Gain on Change in Control of Interests	689	—	—
Income Tax (Provision) Benefit	(450)	(2,963)	25,185
Loss from Continuing Operations	(32,201)	(155,699)	(20,327)
Discontinued Operations:			
Income (Loss) Attributable to Discontinued Operations	2,920	(77,529)	1,922
Gain on Sale of Real Estate	20,419	11,092	24,206
Provision for Income Taxes Allocable to Discontinued Operations	(1,246)	—	(1,846)
Total Discontinued Operations	22,093	(66,437)	24,282
(Loss) Income Before Gain on Sale of Real Estate	(10,108)	(222,136)	3,955
Gain on Sale of Real Estate	1,370	859	374
Provision for Income Taxes Allocable to Gain on Sale of Real Estate	(452)	(342)	(143)
Net (Loss) Income	(9,190)	(221,619)	4,186
Less: Net Loss Attributable to the Noncontrolling Interest	1,745	18,798	1,547
Net (Loss) Income Attributable to First Industrial Realty Trust, Inc.	(7,445)	(202,821)	5,733
Less: Preferred Dividends	(19,565)	(19,677)	(19,516)
Net Loss Available to First Industrial Realty Trust, Inc.'s Common Stockholders and Participating Securities	$ (27,010)	$ (222,498)	$ (13,783)
Basic and Diluted Earnings Per Share:			
Loss from Continuing Operations Available to First Industrial Realty Trust, Inc.'s Common Stockholders	$ (0.59)	$ (2.56)	$ (0.73)
Income (Loss) from Discontinued Operations Attributable to First Industrial Realty Trust, Inc.'s Common Stockholders	$ 0.26	$ (0.97)	$ 0.45
Net Loss Available to First Industrial Realty Trust, Inc.'s Common Stockholders and Participating Securities	$ (0.34)	$ (3.53)	$ (0.28)
Distributions Per Share	$ 0.00	$ 0.00	$ 0.00
Weighted Average Shares Outstanding	80,616	62,953	48,695

The accompanying notes are an integral part of the consolidated financial statements.

FIRST INDUSTRIAL REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Year Ended December 31, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
		(Dollars in thousands)	
Net (Loss) Income	$ (9,190)	$ (221,619)	$ 4,186
Mark-to-Market on Interest Rate Protection Agreements, Net of Income Tax Provision	—	990	(383)
Amortization of Interest Rate Protection Agreements	2,166	2,108	796
Write-off of Unamortized Settlement Amounts of Interest Rate Protection Agreements	3,250	(182)	523
Reclassification of Foreign Exchange Loss on Substantial Liquidation of Foreign Entities, Net of Income Tax Benefit	179	—	—
Foreign Currency Translation Adjustment, Net of Income Tax (Provision) Benefit	(1,480)	563	1,503
Comprehensive (Loss) Income	(5,075)	(218,140)	6,625
Comprehensive Loss Attributable to Noncontrolling Interest	1,494	18,527	1,299
Comprehensive (Loss) Income Attributable to First Industrial Realty Trust, Inc.	$ (3,581)	$ (199,613)	$ 7,924

The accompanying notes are an integral part of the consolidated financial statements.

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FIRST INDUSTRIAL REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Preferred Stock	Common Stock	Additional Paid-in Capital	Treasury Shares At Cost	Distributions in Excess of Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total
Balance as of December 31, 2008	$ —	$ 490	$1,398,024	$(140,018)	$ (370,229)	$ (19,668)	$ 122,117	$ 990,716
Issuance of Common Stock, Net of Issuance Costs	—	169	83,626	—	—	—	—	83,795
Stock Based Compensation Activity	—	(1)	12,662	—	(1)	—	—	12,660
Conversion of Units to Common Stock	—	4	7,813	—	—	—	(7,817)	—
Reallocation—Additional Paid in Capital	—	—	49,126	—	—	—	(49,126)	—
Repurchase of Equity Component of Exchangeable Note	—	—	(33)	—	—	—	—	(33)
Preferred Dividends	—	—	—	—	(19,516)	—	—	(19,516)
Net Income (Loss)	—	—	—	—	5,733	—	(1,547)	4,186
Reallocation—Other Comprehensive Income	—	—	—	—	—	(931)	931	—
Other Comprehensive Income	—	—	—	—	—	2,191	248	2,439
Balance as of December 31, 2009	$ —	$ 662	$1,551,218	$(140,018)	$ (384,013)	$ (18,408)	$ 64,806	$1,074,247
Issuance of Common Stock, Net of Issuance Costs	—	64	49,909	—	—	—	—	49,973
Stock Based Compensation Activity	—	5	5,736	—	—	—	—	5,741
Conversion of Units to Common Stock	—	1	315	—	—	—	(316)	—
Reallocation—Additional Paid in Capital	—	—	836	—	—	—	(836)	—
Preferred Dividends	—	—	—	—	(19,677)	—	—	(19,677)
Net Loss	—	—	—	—	(202,821)	—	(18,798)	(221,619)
Reallocation—Other Comprehensive Income	—	—	—	—	—	(139)	139	—
Other Comprehensive Income	—	—	—	—	—	3,208	271	3,479
Balance as of December 31, 2010	$ —	$ 732	$1,608,014	$(140,018)	$ (606,511)	$ (15,339)	$ 45,266	$ 892,144
Issuance of Common Stock, Net of Issuance Costs	—	174	202,158	—	—	—	—	202,332
Stock Based Compensation Activity	—	4	3,088	—	(333)	—	—	2,759
Conversion of Units to Common Stock	—	1	1,108	—	—	—	(1,109)	—
Reallocation—Additional Paid in Capital	—	—	(3,019)	—	—	—	3,019	—
Preferred Dividends	—	—	—	—	(19,565)	—	—	(19,565)
Net Loss	—	—	—	—	(7,445)	—	(1,745)	(9,190)
Reallocation—Other Comprehensive Income	—	—	—	—	—	(237)	237	—
Other Comprehensive Income	—	—	—	—	—	3,864	251	4,115
Balance as of December 31, 2011	$ —	$ 911	$1,811,349	$(140,018)	$ (633,854)	$ (11,712)	$ 45,919	$1,072,595

The accompanying notes are an integral part of the consolidated financial statements.

FIRST INDUSTRIAL REALTY TRUST, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net (Loss) Income	$ (9,190)	$ (221,619)	$ 4,186
Adjustments to Reconcile Net (Loss) Income to Net Cash Provided by Operating Activities:			
Depreciation	95,931	104,175	112,241
Amortization of Deferred Financing Costs	3,963	3,473	3,030
Other Amortization	36,390	41,024	52,646
Impairment of Real Estate, Net	(2,661)	194,552	6,934
Provision for Bad Debt	1,110	1,880	3,259
Equity in (Income) Loss of Joint Ventures	(980)	(675)	6,470
Distributions from Joint Ventures	1,033	3,032	2,319
Gain on Sale of Real Estate	(21,789)	(11,951)	(24,580)
Gain on Sale of Joint Venture Interests	—	(11,226)	—
Gain on Change in Control of Interests	(689)	—	—
Loss (Gain) on Retirement of Debt	5,459	4,304	(34,562)
Prepayment Premiums Associated with Retirement of Debt	(1,268)	—	—
Mark-to-Market Loss (Gain) on Interest Rate Protection Agreements	1,718	1,107	(3,667)
Decrease in Developments for Sale Costs	—	—	812
(Increase) Decrease in Tenant Accounts Receivable, Prepaid Expenses and Other Assets, Net	(2,933)	(1,580)	51,641
Increase in Deferred Rent Receivable	(7,733)	(7,041)	(8,350)
Decrease in Accounts Payable, Accrued Expenses, Other Liabilities, Rents Received in Advance and Security Deposits	(5,684)	(9,411)	(27,631)
Decrease (Increase) in Restricted Cash	117	(15)	7
Payments of Premiums and Discounts Associated with Senior Unsecured Notes	(5,260)	(6,840)	(2,576)
Net Cash Provided by Operating Activities	87,534	83,189	142,179
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of and Additions to Investment in Real Estate and Lease Costs	(90,524)	(89,736)	(75,947)
Net Proceeds from Sales of Investments in Real Estate	75,953	68,046	74,982
Contributions to and Investments in Joint Ventures	(155)	(777)	(3,742)
Distributions and Sales Proceeds from Joint Venture Interests	650	11,519	6,333
Repayment of Notes Receivable	10,394	1,460	3,151
Increase in Lender Escrows	(97)	(435)	—
Net Cash (Used in) Provided by Investing Activities	(3,779)	(9,923)	4,777
CASH FLOWS FROM FINANCING ACTIVITIES:			
Debt and Equity Issuance Costs	(7,162)	(4,544)	(8,322)
Proceeds from the Issuance of Common Stock, Net of Underwriter's Discount	202,845	50,087	84,465
Repurchase and Retirement of Restricted Stock	(1,001)	(298)	(739)
Payments on Interest Rate Swap Agreement	(489)	(450)	(320)
Settlement of Interest Rate Protection Agreements	—	—	(7,491)
Repayments of Senior Unsecured Notes	(234,307)	(259,018)	(336,196)
Dividends/Distributions	—	—	(12,614)
Preferred Stock Dividends	(15,254)	(19,677)	(20,296)
Repayments on Mortgage and Other Loans Payable	(71,983)	(20,872)	(13,513)
Proceeds from Origination of Mortgage Loans Payable	255,900	105,580	339,783
Proceeds from Unsecured Credit Facility	390,500	69,097	180,000
Repayments on Unsecured Credit Facility	(618,553)	(149,280)	(172,000)
Costs Associated with the Retirement of Debt	—	(1,008)	—
Repurchase of Equity Component Exchangeable Notes	—	—	(33)
Net Cash (Used in) Provided by Financing Activities	(99,504)	(230,383)	32,724
Net Effect of Exchange Rate Changes on Cash and Cash Equivalents	(61)	137	81
Net (Decrease) Increase in Cash and Cash Equivalents	(15,749)	(157,117)	179,680
Cash and Cash Equivalents, Beginning of Year	25,963	182,943	3,182
Cash and Cash Equivalents, End of Year	$ 10,153	$ 25,963	$ 182,943

The accompanying notes are an integral part of the consolidated financial statements.

FIRST INDUSTRIAL REALTY TRUST, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands except share and per share data)

1. Organization and Formation of Company

First Industrial Realty Trust, Inc. (the "Company") was organized in the state of Maryland on August 10, 1993. The Company is a real estate investment trust ("REIT") as defined in the Internal Revenue Code of 1986 (the "Code"). Unless the context otherwise requires, the terms "Company," "we," "us," and "our" refer to First Industrial Realty Trust, Inc., First Industrial, L.P. and their other controlled subsidiaries. We refer to our operating partnership, First Industrial, L.P., as the "Operating Partnership."

We began operations on July 1, 1994. Our operations are conducted primarily through the Operating Partnership, of which we are the sole general partner, and through our taxable REIT subsidiaries. We also conduct operations through other partnerships and limited liability companies, the operating data of which, together with that of the Operating Partnership and the taxable REIT subsidiaries, is consolidated with that of the Company as presented herein.

We also own noncontrolling equity interests in, and provide various services to, two joint ventures (the "2003 Net Lease Joint Venture" and the "2007 Europe Joint Venture"). During 2010, we provided various services to, and ultimately disposed of our equity interests in, five joint ventures (the "2005 Development/Repositioning Joint Venture," the "2005 Core Joint Venture," the "2006 Net Lease Co-Investment Program," the "2006 Land/Development Joint Venture," and the "2007 Canada Joint Venture;" together with the 2003 Net Lease Joint Venture and the 2007 Europe Joint Venture, the "Joint Ventures"). The Joint Ventures are accounted for under the equity method of accounting. Accordingly, the operating data of our Joint Ventures is not consolidated with that of the Company as presented herein. The 2007 Europe Joint Venture does not own any properties. See Note 5 for more information on the Joint Ventures.

As of December 31, 2011, we owned 740 industrial properties located in 26 states in the United States and one province in Canada, containing an aggregate of approximately 66.3 million square feet of gross leasable area ("GLA").

Any references to the number of buildings and square footage in the financial statement footnotes are unaudited.

2. Basis of Presentation

First Industrial Realty Trust, Inc. is the sole general partner of the Operating Partnership, with an approximate 94.3% and 92.8% common ownership interest at December 31, 2011 and 2010, respectively. Noncontrolling interest at December 31, 2011 and 2010 of 5.7% and 7.2%, respectively, represents the aggregate partnership interest in the Operating Partnership held by the limited partners thereof.

Our consolidated financial statements at December 31, 2011 and 2010 and for each of the years ended December 31, 2011, 2010 and 2009 include the accounts and operating results of the Company and our subsidiaries. Such financial statements present our noncontrolling equity interests in our Joint Ventures under the equity method of accounting. All intercompany transactions have been eliminated in consolidation.

3. Summary of Significant Accounting Policies

In order to conform with generally accepted accounting principles, we are required in preparation of our financial statements to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of December 31, 2011 and 2010, and the reported amounts of revenues and expenses for each of the years ended December 31, 2011, 2010 and 2009. Actual results could differ from those estimates. Certain reclassifications within the footnotes have been made to prior period amounts in order to conform with current period presentation.

Cash and Cash Equivalents

Cash and cash equivalents include all cash and liquid investments with an initial maturity of three months or less. The carrying amount approximates fair value due to the short term maturity of these investments.

Restricted Cash

At December 31, 2010, restricted cash primarily includes cash held in escrow in connection with mortgage debt requirements. The carrying amount approximates fair value due to the short term maturity of these investments.

Investment in Real Estate and Depreciation

Investment in Real Estate is carried at cost, less accumulated depreciation and amortization. We review our properties on a continuous basis for impairment and provide a provision if impairments exist. To determine if an impairment may exist, we review our properties and identify those that have had either an event of change or event of circumstances warranting further assessment of recoverability (such as a decrease in occupancy or decline in general market conditions). If further assessment of recoverability is needed, we estimate the future net cash flows expected to result from the use of the property and its eventual disposition on an individual property basis. If the sum of the expected future net cash flows (undiscounted and without interest charges) is less than the carrying amount of the property on an individual property basis, we will recognize an impairment loss based upon the estimated fair value of such property. For properties we consider held for sale, we cease depreciating the properties and value the properties at the lower of depreciated cost or fair value, less costs to dispose. If circumstances arise that were previously considered unlikely, and, as a result, we decide not to sell a property previously classified as held for sale, we will reclassify such property as held and used. Such property is measured at the lower of its carrying amount (adjusted for any depreciation and amortization expense that would have been recognized had the property been continuously classified as held and used) or fair value at the date of the subsequent decision not to sell. To calculate the fair value of properties held for sale, we deduct from the estimated sales price of the property the estimated costs to close the sale. We classify properties as held for sale when all criteria within the Financial Accounting Standards Board's (the "FASB") guidance on the impairment or disposal of long-lived assets are met.

Interest costs, real estate taxes, compensation costs of development personnel and other directly related costs incurred during construction periods are capitalized and depreciated commencing with the date the property is substantially completed. Upon substantial completion, we reclassify construction in progress to building, tenant improvements and leasing commissions. Such costs begin to be capitalized to the development projects from the point we are undergoing necessary activities to get the development ready for its intended use and ceases when the development projects are substantially completed and held available for occupancy. Depreciation expense is computed using the straight-line method based on the following useful lives:

	Years
Buildings and Improvements	8 to 50
Land Improvements	3 to 20
Furniture, Fixtures and Equipment	5 to 10

Construction expenditures for tenant improvements, leasehold improvements and leasing commissions (inclusive of compensation costs of personnel attributable to leasing) are capitalized and amortized over the terms of each specific lease. Capitalized compensation costs of personnel attributable to leasing relate to time directly attributable to originating leases with independent third parties that result directly from and are essential to originating those leases and would not have been incurred had these leasing transactions not occurred. Repairs and maintenance are charged to expense when incurred. Expenditures for improvements are capitalized.

Upon acquisition of a property, we allocate the purchase price of the property based upon the fair value of the assets acquired and liabilities assumed, which generally consists of land, buildings, tenant improvements, leasing commissions and intangible assets including in-place leases, above market and below market leases and tenant relationships. We allocate the purchase price to the fair value of the tangible assets of an acquired property by valuing the property as if it were vacant. Acquired above and below market leases are valued based on the present value of the difference between prevailing market rates and the in-place rates measured over a period equal to the remaining term of the lease for above market leases and the initial term plus the term of any below market fixed rate renewal options for below market leases. The above market lease values are amortized as a reduction of rental revenue over the remaining term of the respective leases, and the below market lease values are amortized as an increase to base rental revenue over the remaining initial terms plus the terms of any below market fixed rate renewal options of the respective leases.

The purchase price is further allocated to in-place lease values and tenant relationships based on our evaluation of the specific characteristics of each tenant's lease and our overall relationship with the respective tenant. The value of in-place lease intangibles and tenant relationships, which are included as components of Deferred Leasing Intangibles, Net are amortized over the remaining lease term (and expected renewal periods of the respective lease for tenant relationships) as adjustments to depreciation and other amortization expense. If a tenant terminates its lease early, the unamortized portion of the tenant improvements, leasing commissions, above and below market leases, the in-place lease value and tenant relationships is immediately written off.

Deferred Leasing Intangibles, net of accumulated amortization (exclusive of Deferred Leasing Intangibles held for sale) included in our total assets and total liabilities consist of the following:

	December 31, 2011	December 31, 2010
In-Place Leases	$ 19,587	$ 21,951
Above Market Leases	$ 5,888	$ 3,948
Tenant Relationships	$ 12,562	$ 13,819
Total included in Total Assets	$ 38,037	$ 39,718
Below Market Leases	$ 16,567	$ 18,519
Total included in Total Liabilities	$ 16,567	$ 18,519

Amortization expense related to in-place leases and tenant relationships of deferred leasing intangibles, exclusive of in-place leases and tenant relationships held for sale, was $11,076, $14,185 and $16,162 for the years ended December 31, 2011, 2010, and 2009, respectively. Rental revenues increased by $1,431, $2,857 and $4,273 related to net amortization of above/(below) market leases, exclusive of above/(below) market leases held for sale, for the years ended December 31, 2011, 2010, and 2009, respectively. We will recognize net amortization expense related to deferred leasing intangibles over the next five years, for properties owned as of December 31, 2011 and not classified as held for sale, as follows:

	Estimated Amortization of In-Place Leases and Tenant Relationships	Estimated Net Increase to Rental Revenues Related to Above and Below Market Leases
2012	$ 6,519	$ 763
2013	$ 5,457	$ 531
2014	$ 4,417	$ 380
2015	$ 3,750	$ 371
2016	$ 2,394	$ 884

Construction Revenues and Expenses

Construction revenues and expenses represent revenues earned and expenses incurred in connection with a taxable REIT subsidiary acting as a general contractor or development manager to construct industrial properties and also include revenues and expenses related to the development of properties for third parties. We use the percentage-of-completion contract method to recognize revenue. Using this method, revenues are recorded based on estimates of the percentage of completion of individual contracts. The percentage of completion estimates are based on a comparison of the contract expenditures incurred to the estimated final costs. Changes in job performance, job conditions and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

Foreign Currency Transactions and Translation

At December 31, 2011, we owned a land parcel located in Toronto, Canada for which the functional currency was determined to be the Canadian dollar. The assets and liabilities related to this land parcel are translated to U.S. dollars from the Canadian dollar based on the current exchange rate prevailing at each balance sheet date. The income statement accounts related to this land parcel are translated using the average exchange rate for the period. The resulting translation adjustments are included in Accumulated Other Comprehensive Income.

Deferred Financing Costs

Deferred financing costs include fees and costs incurred to obtain long-term financing. These fees and costs are being amortized over the terms of the respective loans. Accumulated amortization of deferred financing costs was $13,086 and $16,565 at December 31, 2011 and 2010, respectively. Unamortized deferred financing costs are written-off when debt is retired before the maturity date.

Investments in Joint Ventures

Investments in Joint Ventures represent our noncontrolling equity interests in our Joint Ventures. We account for our Investments in Joint Ventures under the equity method of accounting, as we do not have a majority voting interest, operational control or financial control. Control is determined using accounting standards related to the consolidation of joint ventures and variable interest entities. In order to assess whether consolidation of a variable-interest entity is required, an enterprise is required to qualitatively assess the determination of the primary beneficiary of a variable interest entity (“VIE”) based on whether the entity (1) has the power to direct matters that most significantly impact the activities of the VIE, and (2) has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE. Additionally, they require an ongoing reconsideration of the primary beneficiary and provide a framework for the events that trigger a reassessment of whether an entity is a VIE.

Under the equity method of accounting, our share of earnings or losses of our Joint Ventures is reflected in income as earned and contributions or distributions increase or decrease our Investments in Joint Ventures as paid or received, respectively. Differences between our carrying value of our Investments in Joint Ventures and our underlying equity of such Joint Ventures are amortized over the respective lives of the underlying assets.

On a continuous basis, we assess whether there are any indicators that the value of our Investments in Joint Ventures may be impaired. An investment is impaired if our estimate of the fair value of the investment is less than the carrying value of the investment, and such decline in fair value is deemed to be other than temporary. To the extent impairment has occurred, the loss shall be measured as the excess of the carrying amount of the investment over the fair value of the investment. Our estimates of fair value for each investment are based on a number of subjective assumptions that are subject to economic and market uncertainties including, among others, demand for space, market rental rates and operating costs, the discount rate used to value the cash flows of the properties, the cap rate used to estimate the terminal value of the underlying properties and the discount rate used to value the Joint Ventures' debt. As these factors are difficult to predict and are subject to future events that may alter our assumptions, our fair values estimated in the impairment analyses may not be realized.

Stock Based Compensation

We account for stock based compensation using the modified prospective application method, which requires measurement of compensation cost for all stock-based awards at fair value on the date of grant and recognition of compensation over the service period for awards expected to vest.

Net income, net of preferred dividends, is allocated to common stockholders and participating securities based upon their proportionate share of weighted average shares plus weighted average participating securities. Participating securities are unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents. Certain restricted stock awards and restricted unit awards granted to employees and directors are considered participating securities as they receive non-forfeitable dividend or dividend equivalents at the same rate as common stock. See Note 9 for further disclosure about participating securities.

Revenue Recognition

Rental income is recognized on a straight-line method under which contractual rent increases are recognized evenly over the lease term. Tenant recovery income includes payments from tenants for real estate taxes, insurance and other property operating expenses and is recognized as revenue in the same period the related expenses are incurred by us.

Revenue is generally recognized on payments received from tenants for early lease terminations upon the effective termination of a tenant's lease and when we have no further obligations under the lease.

Interest income on mortgage loans receivable is recognized based on the accrual method unless a significant uncertainty of collection exists. If a significant uncertainty exists, interest income is recognized as collected.

We provide an allowance for doubtful accounts against the portion of tenant accounts receivable including deferred rent receivable, which is estimated to be uncollectible. Accounts receivable in the consolidated balance sheets are shown net of an allowance for doubtful accounts of $2,675 and $3,001 as of December 31, 2011 and 2010, respectively. Deferred rent receivable in the consolidated balance sheets are shown net of an allowance for doubtful accounts of $2,302 and $1,855 as of December 31, 2011 and 2010, respectively. For accounts receivable we deem uncollectible, we use the direct write-off method.

Gain on Sale of Real Estate

Gain on sale of real estate is recognized using the full accrual method, when appropriate. Gains relating to transactions which do not meet the full accrual method of accounting are deferred and recognized when the full accrual method of accounting criteria are met or by using the installment or deposit methods of profit recognition, as appropriate in the circumstances. As the assets are sold, their costs and related accumulated depreciation are written off with resulting gains or losses reflected in net income or loss. Estimated future costs to be incurred by us after completion of each sale are included in the determination of the gain on sales.

Notes Receivable

Notes receivable are primarily comprised of mortgage note receivables that we have made in connection with sales of real estate assets. The note receivables are recorded at fair value at the time of issuance. Interest income is accrued as earned. Notes receivable are considered past due based on the contractual terms of the note agreement. On a quarterly basis, we evaluate the collectability of each mortgage note receivable based on various factors which may include payment history, expected fair value of the collateral securing the loan, internal and external credit information and/or economic trends. A loan is considered impaired when, based upon current information and events, it is probable that we will be unable to collect all amounts due under the existing contractual terms. When a loan is considered impaired, the amount of the loss accrual is calculated by comparing the carrying amount of the note receivable to the present value of expected future cash flows. Since the majority of our notes receivable are collateralized by a first mortgage, the loans have risk characteristics similar to the risks in owning commercial real estate.

Income Taxes

We have elected to be taxed as a REIT under the Code. To qualify as a REIT, we must meet a number of organizational and operational requirements, including a requirement to distribute at least 90% of our adjusted taxable income to our stockholders. Management intends to continue to adhere to these requirements and to maintain our REIT status. As a REIT, we are entitled to a tax deduction for some or all of the dividends we pay to shareholders. Accordingly, we generally will not be subject to federal income taxes as long as we currently distribute to shareholders an amount equal to or in excess of our taxable income. If we fail to qualify as a REIT in any taxable year, we will be subject to federal income taxes and may not be able to qualify as a REIT for four subsequent taxable years.

REIT qualification reduces, but does not eliminate, the amount of state and local taxes we pay. In addition, our financial statements include the operations of taxable corporate subsidiaries that are not entitled to a dividends paid deduction and are subject to corporate federal, state and local income taxes. As a REIT, we may also be subject to certain federal excise and franchise taxes if we engage in certain types of transactions. A benefit/provision has been made for federal, state and local income taxes in the accompanying consolidated financial statements. In accordance with FASB's guidance, the total benefit/provision has been separately allocated to income (loss) from continuing operations, income (loss) from discontinued operations and gain (loss) on sale of real estate. The provision for excise and franchise taxes has been reflected in general and administrative expense in the consolidated statements of operations and has not been separately stated due to its insignificance.

We evaluate tax positions taken in the financial statements on a quarterly basis under the interpretation for accounting for uncertainty in income taxes. As a result of this evaluation, we may recognize a tax benefit from an uncertain tax position only if it is "more-likely-than-not" that the tax position will be sustained on examination by taxing authorities. As of December 31, 2011, we do not have any unrecognized tax benefits.

We file income tax returns in the U.S., and various states and foreign jurisdictions. In general, the statutes of limitations for income tax returns remain open for the years 2008 through 2011. One of our taxable REIT subsidiaries which liquidated in September 2009 is currently under examination by the Internal Revenue Service ("IRS") for 2008 and for the tax year ended September 1, 2009 during which we received refunds from the IRS of $3,767 and $40,418, respectively.

During 2005, we recorded a $745 franchise tax reserve related to a potential state franchise tax assessment for the 1996-2001 tax years. During the year ended December 31, 2011, we received a refund from the state, representing amounts paid during 2006 related to the 1996-2001 tax years. Based on the refund received and discussions with the taxing authorities, as of December 31, 2011, management believes that it is unlikely that any franchise tax amounts will be assessed by the state for such tax years. As such, during the year ended December 31, 2011, we have reversed $745 of franchise taxes. Franchise taxes are recorded within general and administrative expense.

Earnings Per Share ("EPS")

Basic net income (loss) per common share is computed by dividing net income (loss) available to common shareholders by the weighted average number of common shares outstanding for the period. Diluted net income (loss) per common share is computed by dividing net income (loss) available to common shareholders by the sum of the weighted average number of common shares outstanding and any dilutive non-participating securities for the period. See Note 9 for further disclosure about EPS.

Derivative Financial Instruments

Historically, we have used interest rate protection agreements ("Agreements") to fix the interest rate on anticipated offerings of senior unsecured notes or convert floating rate debt to fixed rate debt. Receipts or payments that result from the settlement of Agreements used to fix the interest rate on anticipated offerings of senior unsecured notes are amortized over the life of the derivative or the life of the debt and included in interest expense. Receipts or payments resulting from Agreements used to convert floating rate debt to fixed rate debt are recognized as a component of interest expense. Agreements which qualify for hedge accounting are marked-to-market and any gain or loss that is effective is recognized in other comprehensive income (shareholders' equity). Agreements which do not qualify for hedge accounting are marked-to-market and any gain or loss is recognized in net income (loss) immediately. Amounts accumulated in other comprehensive income during the hedge period are reclassified to earnings in the same period during which the forecasted transaction or hedged item affects net income (loss). The credit risks associated with Agreements are controlled through the evaluation and monitoring of the creditworthiness of the counterparty. In the event that the counterparty fails to meet the terms of Agreements, our exposure is limited to the current value of the interest rate differential, not the notional amount, and our carrying value of Agreements on the balance sheet. See Note 14 for more information on Agreements.

Fair Value of Financial Instruments

Financial instruments other than our derivatives include tenant accounts receivable, net, notes receivable, accounts payable, other accrued expenses, mortgage and other loans payable, unsecured credit facility and senior unsecured notes. The fair values of tenant accounts receivable, net, accounts payable and other accrued expenses approximate their carrying or contract values. See Note 6 for the fair values of the mortgage and other loans payable, unsecured credit facility and senior unsecured notes and see Note 4 for the fair value of our notes receivable.

Discontinued Operations

The FASB's guidance on financial reporting for the disposal of long lived assets requires that the results of operations and gains or losses on the sale of property or property held for sale be presented in discontinued operations if both of the following criteria are met: (a) the operations and cash flows of the property have been (or will be) eliminated from the ongoing operations of the Company as a result of the disposal transaction and (b) we will not have any significant continuing involvement in the operations of the property after the disposal transaction. The guidance also requires prior period results of operations for these properties to be reclassified and presented in discontinued operations in prior consolidated statements of operations.

Segment Reporting

Management views the Company as a single segment based on its method of internal reporting.

4. Investment in Real Estate

Acquisitions

In 2009, we acquired one land parcel. The purchase price of the land parcel was approximately $208, excluding costs incurred in conjunction with the acquisition of the land parcel. We also substantially completed the development of two industrial properties comprising approximately 1.1 million square feet of GLA at a cost of approximately $41,258. We reclassed the costs of the substantially completed developments from construction in progress to building, tenant improvements and leasing commissions.

In 2010, we acquired three industrial properties comprising, in the aggregate, approximately 0.5 million square feet of GLA, including one industrial property purchased from the 2005 Development/Repositioning Joint Venture (see Note 5). The purchase price of these acquisitions totaled approximately $22,408 excluding costs incurred in conjunction with the acquisition of the industrial properties.

In 2011, we acquired one industrial property comprising approximately 0.7 million square feet of GLA in connection with the purchase of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture (see Note 5). The gross agreed-upon fair value for the real estate was $30,625, excluding costs incurred in conjunction with the acquisition of the industrial property. The acquisition was funded through the assumption of a mortgage loan, whose carrying value approximated fair market value, in the amount of $24,417 and a cash payment of $5,277 (85% of the net fair value of the acquisition). We accounted for this transaction as a step acquisition utilizing the purchase method of accounting. Due to the change in control that occurred, we recorded a gain of approximately $689 related to the difference between our carrying value and fair value of our equity interest on the acquisition date.

Intangible Assets Subject To Amortization in the Period of Acquisition

The fair value at the date of acquisition of in-place leases, above market leases and tenant relationships recorded due to real estate properties acquired for the years ended December 31, 2011 and 2010, which is recorded as deferred leasing intangibles, is as follows:

	Year Ended December 31, 2011	Year Ended December 31, 2010
In-Place Leases	$ 2,511	$ 1,782
Above Market Leases	$ 2,883	$ 239
Tenant Relationships	$ 1,553	$ 1,881

The weighted average life in months of in-place leases, above market leases and tenant relationships recorded at the time of acquisition at the time of acquisition as a result of the real estate properties acquired for the years ended December 31, 2011 and 2010 is as follows:

	Year Ended December 31, 2011	Year Ended December 31, 2010
In-Place Leases	56	100
Above Market Leases	56	88
Tenant Relationships	116	165

Sales and Discontinued Operations

In 2009, we sold 15 industrial properties comprising approximately 1.9 million square feet of GLA and several land parcels. Gross proceeds from the sales of the 15 industrial properties and several land parcels were approximately $100,194. The gain on sale of real estate was approximately $24,580, of which $24,206 is shown in discontinued operations. The 15 sold industrial properties meet the criteria to be included in discontinued operations. Therefore the results of operations and gain on sale of real estate for the 15 sold industrial properties are included in discontinued operations. The results of operations and gain on sale of real estate for the several land parcels that do not meet the criteria to be included in discontinued operations are included in continuing operations.

In 2010, we sold 13 industrial properties comprising approximately 1.1 million square feet of GLA and several land parcels. Gross proceeds from the sales of the 13 industrial properties and several land parcels were approximately $71,019. The gain on sale of real estate was approximately $11,951, of which $11,092 is shown in discontinued operations. The 13 sold industrial properties and one land parcel that received ground rental revenues meet the criteria to be included in discontinued operations. Therefore the results of operations and gain on sale of real estate for the 13 sold industrial properties and one land parcel that received ground rental revenues are included in discontinued operations. The results of operations and gain on sale of real estate for the several land parcels that do not meet the criteria to be included in continuing operations.

In 2011, we sold 36 industrial properties comprising approximately 2.9 million square feet of GLA and one land parcel. Gross proceeds from the sales of the 36 industrial properties and one land parcel were approximately $86,643. Included in the 36 industrial properties sold is one industrial property totaling approximately 0.4 million square feet of GLA that we transferred title to a lender in satisfaction of a non-recourse mortgage loan (See Note 6). The gain on sale of real estate was approximately $21,789, of which $20,419 is shown in discontinued operations. The 36 sold industrial properties meet the criteria to be included in discontinued operations. Therefore the results of operations and gain on sale of real estate for the 36 sold industrial properties are included in discontinued operations. The results of operations and gain on sale of real estate for the one land parcel that does not meet the criteria to be included in discontinued operations are included in continuing operations.

At December 31, 2011, we had 46 industrial properties comprising approximately 4.8 million square feet of GLA held for sale. The results of operations of the 46 industrial properties held for sale at December 31, 2011 are included in discontinued operations. There can be no assurance that such industrial properties held for sale will be sold.

The following table discloses certain information for the years ended December 31, 2011, 2010 and 2009 regarding the industrial properties included in our discontinued operations.

	Year Ended December 31,		
	2011	2010	2009
Total Revenues	$19,932	$ 27,481	$ 36,850
Property Expenses	(8,658)	(11,821)	(14,966)
Impairment of Real Estate	(6,146)	(81,648)	(1,317)
Depreciation and Amortization	(2,145)	(11,273)	(17,992)
Interest Expense	(63)	(268)	(653)
Gain on Sale of Real Estate	20,419	11,092	24,206
Provision for Income Taxes	(1,246)	—	(1,846)
Income (Loss) from Discontinued Operations	$22,093	$(66,437)	$ 24,282

At December 31, 2011 and 2010, we had notes receivable outstanding of approximately $55,502 and $58,803, net of a discount of $319 and $383, respectively, which are included as a component of Prepaid Expenses and Other Assets, Net. At December 31, 2011 and 2010, the fair value of the notes receivable was $58,734 and $60,944, respectively. The fair value of our notes receivable was determined by discounting the future cash flows using current rates at which similar loans with similar remaining maturities would be made to other borrowers. The current market rates we utilized were internally estimated; therefore, we have concluded that our determination of fair value of our notes receivable was primarily based upon Level 3 inputs, as defined below.

Impairment Charges

On October 22, 2010, we amended our existing revolving credit facility (See Note 6). In conjunction with the amendment, management identified a pool of real estate assets (the "Non-Strategic Assets") that it intended to sell. The Non-Strategic Assets originally consisted of 195 industrial properties comprising approximately 16.4 million square feet of GLA and land parcels comprising approximately 724 gross acres. At the time of the amendment, management reassessed the holding period for the Non-Strategic Assets and determined that certain of the industrial properties were impaired, and as such, the Company recorded an aggregate impairment charge of $185,397 for the year ended December 31, 2010.

At December 31, 2011, the Non-Strategic Assets consisted of 133 industrial properties comprising approximately 11.3 million square feet of GLA and land parcels comprising approximately 359 gross acres. Forty-six industrial properties comprising approximately 4.8 million square feet of GLA and land parcels comprising approximately 61 acres of the Non-Strategic Assets were classified as held for sale as of December 31, 2011. The net impairment charges for assets that qualify to be classified as held for sale at

December 31, 2011 were calculated as the difference of the carrying value of the properties and land parcels over the fair value less costs to sell. The net impairment charges recorded during year ended December 31, 2011 are due to updated fair market values for certain of the Non-Strategic Assets whose estimated fair market values have changed since December 31, 2010. On the date an asset no longer qualifies to be classified as held for sale, the carrying value must be reestablished at the lower of the estimated fair market value of the asset or the carrying value of the asset prior to held for sale classification, adjusted for any depreciation and amortization that would have been recorded if the asset had not been classified as held for sale. Impairment has been reversed and/or catch-up depreciation and amortization has been recorded during year ended December 31, 2011, if applicable, for these assets that are no longer classified as held for sale.

In addition to the impairment recorded related to the Non-Strategic Assets, during the three months ended March 31, 2010, we recorded an impairment charge in the amount of $9,155 related to a property comprised of 0.3 million square feet of GLA located in Grand Rapids, Michigan (“Grand Rapids Property”) in connection with the negotiation of a new lease. During the year ended December 31, 2009, we recorded an impairment charge of $6,934 related to a property comprised of 0.2 million square feet of GLA located in the Inland Empire (“Inland Empire Property”) due to adverse conditions in the credit and real estate markets. The non-cash impairment charges related to the Grand Rapids Property and the Inland Empire Property were based upon the difference between the fair value of the properties and their carrying value.

During the years ended December 31, 2011, 2010 and 2009, we recorded the following net non-cash impairment charges:

	Year Ended December 31, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
Operating Properties—Held for Sale and Sold Assets	$ (6,146)	$ (81,648)	$ (1,317)
Impairment—Discontinued Operations	$ (6,146)	$ (81,648)	$ (1,317)
Land Parcels—Held for Sale and Sold Assets	$ 5,879	$ (8,275)	$ —
Operating Properties—Held for Use	1,687	(90,204)	(5,617)
Land Parcels—Held for Use	1,241	(14,425)	—
Impairment—Continuing Operations	$ 8,807	$(112,904)	$ (5,617)
Total Net Impairment	$ 2,661	$(194,552)	$ (6,934)

The guidance for the fair value measurement provisions for the impairment of long lived assets recorded at fair value establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets for identical assets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. The fair market values were determined using widely accepted valuation techniques including discounted cash flow analyses on expected cash flows, internal valuations of real estate and third party offers.

For operational real estate assets, the most significant assumptions used in the discounted cash flow analyses included the discount rate, projected occupancy levels, rental rates and capital expenditures, and the future exit capitalization rate. For the valuation of land parcels, we reviewed recent comparable sales transactions, to the extent available, or if not available, we considered older comparable transactions, adjusted upward or downward to reflect management’s assumptions about current market conditions. In all cases, members of our management team that were responsible for the individual markets where the land parcels were located determined the internal valuations. Valuations based on third party offers include bona fide contract prices and letter of intent amounts, that we believe are indicative of fair value.

The following tables present information about our assets that were measured at fair value on a non-recurring basis during the years ended December 31, 2011 and 2010. The tables indicate the fair value hierarchy of the valuation techniques we utilized to determine fair value.

		Fair Value Measurements on a Non-Recurring Basis Using:			
Description	Year Ended December 31, 2011	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Impairment
Long-lived Assets Held for Sale*	$ 52,057	—	—	$ 52,057	$ (6,121)
Long-lived Assets Held and Used*	$ 22,090	—	—	$ 22,090	(896)
					$ (7,017)

		Fair Value Measurements on a Non-Recurring Basis Using:			
Description	Year Ended December 31, 2010	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Impairment
Long-lived Assets Held for Sale	$ 288,369	—	—	$ 288,369	$(193,226)
Long-lived Assets Held and Used	$ 3,905	—	—	$ 3,905	(1,326)
					$(194,552)

* Excludes industrial properties and land parcels for which an impairment reversal of $9,678 was recorded during the year ended December 31, 2011, since the related assets are recorded at carrying value, which is lower than estimated fair value at December 31, 2011.

5. Investments in Joint Ventures

On May 16, 2003, we entered into the 2003 Net Lease Joint Venture with an institutional investor to invest in industrial properties. We own a 15% equity interest in and provide property management services to the 2003 Net Lease Joint Venture. As of December 31, 2011, the 2003 Net Lease Joint Venture owned seven industrial properties comprising approximately 3.4 million square feet of GLA (see Note 16 for subsequent events). The 2003 Net Lease Joint Venture is considered a variable interest entity, however, we continue to conclude that we are not the primary beneficiary of this venture. As of December 31, 2011, our investment in the 2003 Net Lease Joint Venture is $1,674. Our maximum exposure to loss is currently equal to our investment balance. On May 26, 2011, we acquired the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture (see Note 4).

During December 2007, we entered into the 2007 Europe Joint Venture with an institutional investor to invest in, own, develop, redevelop and operate industrial properties. We continue to hold our 10% equity interest in the 2007 Europe Joint Venture. As of December 31, 2011, the 2007 Europe Joint Venture did not own any properties.

On August 5, 2010, we sold our interests in the 2005 Development/Repositioning Joint Venture, the 2005 Core Joint Venture, the 2006 Land/Development Joint Venture and the 2007 Canada Joint Venture to our joint venture partner generating sale proceeds of approximately $5.0 million. In connection with the sale, we wrote off our carrying value for the 2005 Development/Repositioning Joint Venture, the 2005 Core Joint Venture, the 2006 Land/Development Joint Venture and the 2007 Canada Joint Venture as well as $1,625 of unrealized loss recorded in Other Comprehensive Income (see Note 14). We recorded an $11,226 gain related to the sale, which is included in Gain on Sale of Joint Venture Interests for the year ended December 31, 2010. As a result of this sale, we no longer serve as asset manager for these ventures. Pursuant to the sale agreement, we were entitled to proceeds related to sales of certain assets (the “Sale Assets”), if the sale of such assets was consummated by a stated timeframe. Three of the Sale Assets closed between August 6, 2010 and December 31, 2010 and we earned approximately $2,700, which is included in the Gain on Sale of Joint Venture Interests for the year ended December 31, 2010. Additionally, we were entitled to earn leasing, development and disposition fees related to certain assets identified at the time of sale within the sale agreement. On June 11, 2010, we purchased an industrial property from the 2005 Development/Repositioning Joint Venture for a purchase price of $14,627.

On March 21, 2006, we entered into the 2006 Net Lease Co-Investment Program with an institutional investor to invest in industrial properties. We owned a 15% equity interest in and provided property management, asset management and leasing management services to the 2006 Net Lease Co-Investment Program. Pursuant to the buy/sell provision in the 2006 Net Lease Co-Investment Program's governing agreement that our counterparty exercised on May 25, 2010, we sold our interest in the real estate property assets in the 2006 Net Lease Co-Investment Program to our counterparty and received $4,541 in net proceeds. In connection with the sale, we wrote off our carrying value for the 2006 Net Lease Co-Investment Program and recorded a $852 gain, which is included in Equity in Income (Loss) of Joint Ventures.

During July 2007, we entered into a management arrangement with an institutional investor to provide property management, leasing, acquisition, disposition and portfolio management services for three industrial properties (the "July 2007 Fund"). We do not own an equity interest in the July 2007 Fund, however we are entitled to incentive payments if certain economic thresholds related to the industrial properties are achieved. Effective September 2, 2009, we ceased to provide any services for two of the industrial properties in the July 2007 Fund. We received a one-time fee of approximately $866 in 2009 from the termination of the management agreement. Effective May 24, 2010, we ceased to provide any services to the remaining industrial property in the July 2007 Fund.

At December 31, 2011 and 2010, we have receivables from the Joint Ventures (and/or our former Joint Venture partners) in the aggregate amount of $137 and $2,857, respectively. These receivable amounts are included in Prepaid Expenses and Other Assets, Net. During the years ended December 31, 2011, 2010 and 2009, we recognized fees of $970, $4,952 and $11,174, respectively, from our Joint Ventures.

The combined summarized financial information of the investments in Joint Ventures is as follows:

	December 31, 2011	December 31, 2010
Condensed Combined Balance Sheets		
Gross Real Estate Investment	$ 155,555	$ 210,567
Less: Accumulated Depreciation	(41,342)	(47,286)
Net Real Estate	114,213	163,281
Other Assets	23,364	33,351
Total Assets	$ 137,577	$ 196,632
Debt	$ 112,261	$ 157,431
Other Liabilities	5,779	10,849
Equity	19,537	28,352
Total Liabilities and Equity	$ 137,577	$ 196,632
Company's share of Equity	$ 3,029	$ 4,344
Basis Differentials(1)	(1,564)	(2,089)
Carrying Value of the Company's investments in Joint Ventures	$ 1,465	$ 2,255

(1) This amount represents the aggregate difference between our historical cost basis and the basis reflected at the joint venture level. Basis differentials are primarily comprised of impairments we recorded to reduce certain of our investments in the 2003 Net Lease Joint Venture to fair value and certain deferred fees which are not reflected at the joint venture level.

	Year Ended December 31,		
	2011	2010	2009
Condensed Combined Statements of Operations			
Total Revenues	$16,799	$ 55,894	$ 85,426
Expenses:			
Operating and Other	3,114	23,862	41,359
Interest	7,791	28,622	39,749
Depreciation and Amortization	7,312	27,202	47,487
Impairment of Real Estate	—	3,268	150,804
Total Expenses	18,217	82,954	279,399
Income from Discontinued Operations (Including Gain on Sale of Real Estate of $3,137, $2,761 and $1,177 for the years ended December 31, 2011, 2010 and 2009, respectively)	2,674	1,942	1,799
Gain on Sale of Real Estate	—	808	8,603
Net Income (Loss)	$ 1,256	$(24,310)	$(183,571)
Company's Share of Net Income (Loss)	$ 980	$ 675	$ (1,276)
Impairment on the Company's Investments in Joint Ventures	—	—	(5,194)
Equity in Income (Loss) of Joint Ventures	$ 980	$ 675	$ (6,470)

6. Indebtedness

The following table discloses certain information regarding our indebtedness:

	Outstanding Balance at		Interest Rate at December 31, 2011	Effective Interest Rate at Issuance	Maturity Date
	December 31, 2011	December 31, 2010			
Mortgage and Other Loans Payable, Net*	$ 690,256	$ 486,055	4.45% – 9.25%	4.45% – 9.25%	January 2013 – October 2021
*Unamortized Premiums**	(305)	(358)			
Mortgage and Other Loans Payable, Gross*	$ 689,951	$ 485,697			
Senior Unsecured Notes, Net					
2016 Notes	$ 159,455	$ 159,899	5.750%	5.91%	01/15/16
2017 Notes	59,600	87,195	7.500%	7.52%	12/01/17
2027 Notes	6,065	13,559	7.150%	7.11%	05/15/27
2028 Notes	124,894	189,869	7.600%	8.13%	07/15/28
2012 Notes	61,817	61,774	6.875%	6.85%	04/15/12
2032 Notes	34,683	34,667	7.750%	7.87%	04/15/32
2014 Notes	86,997	86,792	6.420%	6.54%	06/01/14
2011 Exchangeable Notes	—	128,137	N/A	N/A	09/15/11
2017 II Notes	106,716	117,637	5.950%	6.37%	05/15/17
Subtotal	$ 640,227	$ 879,529			
Unamortized Discounts	4,625	6,980			
Senior Unsecured Notes, Gross	$ 644,852	$ 886,509			
Unsecured Credit Facility	$ 149,000	$ 376,184	2.385%	2.385%	12/12/14

* Excludes $1,008 of Mortgage Loan Payable on Real Estate Held for Sale which is net of $48 of unamortized premiums as of December 31, 2010.

Mortgage and Other Loans Payable, Net

During the year ended December 31, 2011, we originated or assumed the following mortgage loans:

Mortgage Financing	Loan Principal	Interest Rate	Origination/Assumption Date	Maturity Date	Amortization Period	Number of Industrial Properties Collateralizing Mortgage	GLA (In millions)	Property Carrying Value at December 31, 2011
I - VIII	$178,300	4.45%	May 2, 2011	June 2018	30-year	32	5.9	$ 206,291
IX	24,417	5.579%	May 26, 2011	February 2016	30-year	1	0.7	28,991
X-XX	77,600	4.85%	September 23, 2011	October 2021	30-year	24	2.3	84,403
	$280,317							$ 319,685

For Mortgage Financings I through VIII and Mortgage Financings X through XX, principal prepayments are prohibited for 12 months after loan origination, after which prepayment premiums are calculated at the greater of yield maintenance or 1% of the outstanding balance. For Mortgage Financing IX, principal prepayments are prohibited until three months prior to maturity, but defeasance is allowed subject to certain conditions.

During the year ended December 31, 2011, we paid off and retired prior to maturity the following mortgage loans:

Loan Principal Paid Off	Interest Rate	Payoff Date	Maturity Date	(Loss) Gain on Retirement of Debt
$14,520	6.75%	February 10, 2011	September 2012	$ (213)
18,662	7.50%	March 9, 2011	December 2014	(813)
27,389	7.50%	April 1, 2011	October 2014	(1,104)
2,091	7.54%	November 30, 2011	January 2012	2
$62,662				$ (2,128)

On September 20, 2011, we transferred title to a property totaling approximately 0.4 million square feet of GLA and an escrow balance in the amount of $1,845 to a lender in satisfaction of a $5,040 non-recourse mortgage loan. We recognized a $147 loss related to the transaction, which is included in loss on retirement of debt for the year ended December 31, 2011.

On April 30, 2010, we prepaid and retired our secured mortgage debt maturing in September 2024 in the amount of $1,654, excluding a prepayment fee of $17, which is included in Loss from Retirement of Debt.

On December 1, 2010, we paid off and retired our secured mortgage debt maturing in December 2010 in the amount of $12,970.

As of December 31, 2011, mortgage and other loans payable are collateralized by, and in some instances cross-collateralized by, industrial properties with a net carrying value of $889,722 and one letter of credit in the amount of $537. We believe the Operating Partnership and the Company were in compliance with all covenants relating to mortgage loans payable as of December 31, 2011.

Senior Unsecured Notes, Net

During the years ended December 31, 2011 and December 31, 2010, we repurchased and retired the following senior unsecured notes prior to maturity:

	Principal Amount Repurchased		Purchase Price	
	For the Year Ended December 31, 2011	For the Year Ended December 31, 2010	For the Year Ended December 31, 2011	For the Year Ended December 31, 2010
2011 Notes	$ —	$ 143,498	$ —	$ 147,723
2011 Exchangeable Notes	—	18,000	—	17,936
2012 Notes	—	82,236	—	82,235
2014 Notes	1,144	21,062	1,143	17,964
2016 Notes	500	—	475	—
2017 Notes	27,619	—	27,506	—
2017 II Notes	10,969	—	10,182	—
2027 Notes	7,500	—	7,500	—
2028 Notes	65,025	—	63,861	—
	$ 112,757	$ 264,796	$ 110,667	$ 265,858

In connection with these repurchases prior to maturity, we recognized $2,012 and $4,096 as loss from retirement of debt for the years ended December 31, 2011 and December 31, 2010, respectively, which is the difference between the repurchase price of $110,667 and $265,858, respectively, and the principal amount retired of $112,757 and $264,796, respectively, net of the pro rata write off of the unamortized debt issue discount, the unamortized loan fees, the unamortized settlement amount of the interest rate protection agreements and the professional services fees related to the repurchases of $135, $717, $3,250 and $0, respectively, and $1,707, $519, $(183) and $991 respectively.

On September 15, 2011, we paid off and retired our 2011 Exchangeable Notes, at maturity, in the amount of $128,900.

The indentures governing our senior unsecured notes contain certain covenants, including limitations on incurrence of debt and debt service coverage. We believe the Operating Partnership and the Company were in compliance with all covenants relating to senior unsecured debt as of December 31, 2011. However, these financial covenants are complex and there can be no assurance that these provisions would not be interpreted by our noteholders in a manner that could impose and cause us to incur material costs.

Unsecured Credit Facility

We have maintained an unsecured credit facility since 1997. Effective October 22, 2010, we amended our existing revolving credit facility to provide for a $200,000 term loan and a $200,000 revolving line of credit (together the “Old Credit Facility”). The Old Credit Facility was to mature on September 28, 2012. In connection with the amendment of the Old Credit Facility, we wrote off $191 of unamortized deferred financing costs associated with the decreased capacity of the agreement, which is included in Loss from Retirement of Debt for the year ended December 31, 2010. During June 2011, we made a permanent repayment of $100,000 on the term loan of our Old Credit Facility.

During December 2011, we entered into a new $450,000 unsecured revolving credit agreement (the “Unsecured Credit Facility”) which replaced the Old Credit Facility. We may request that the borrowing capacity under the Unsecured Credit Facility be increased to $500,000, subject to certain restrictions. We wrote off $1,172 of unamortized deferred financing costs reflected in Loss from Retirement of Debt for the year ended December 31, 2011 related to the Old Credit Facility. The Unsecured Credit Facility provides for interest only payments initially at LIBOR plus 210 basis points or at a base rate plus 210 basis points, at our election, based on our leverage ratio. The Unsecured Credit Facility matures on December 12, 2014, unless extended an additional one year at our election, subject to certain conditions. At December 31, 2011, borrowings under the Unsecured Credit Facility bore interest at a weighted average interest rate of 2.385%.

The Unsecured Credit Facility contains certain covenants, including limitations on incurrence of debt and debt service coverage. Under the Unsecured Credit Facility, an event of default can also occur if the lenders, in their good faith judgment, determine that a material adverse change has occurred which could prevent timely repayment or materially impair our ability to perform our obligations under the loan agreement. We believe that we were in compliance with all covenants relating to the Unsecured Credit Facility as of December 31, 2011. However, these financial covenants are complex and there can be no assurance that these provisions would not be interpreted by our lenders in a manner that could impose and cause us to incur material costs.

The following is a schedule of the stated maturities and scheduled principal payments of our indebtedness, exclusive of premiums and discounts, for the next five years ending December 31, and thereafter:

	Amount
2012	$ 74,518
2013	13,164
2014	305,063
2015	62,088
2016	293,467
Thereafter	735,503
Total	$ 1,483,803

Fair Value

At December 31, 2011 and 2010, the fair value of our indebtedness was as follows:

	December 31, 2011		December 31, 2010	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Mortgage and Other Loans Payable, including mortgages Held for Sale	$ 690,256	$ 743,419	$ 487,063	$ 548,696
Senior Unsecured Debt	640,227	630,622	879,529	851,771
Unsecured Credit Facility	149,000	149,000	376,184	376,184
Total	$ 1,479,483	$ 1,523,041	$ 1,742,776	$ 1,776,651

The fair values of our mortgage loans payable and other loans payable were determined by discounting the future cash flows using the current rates at which similar loans would be made based upon similar leverage levels and similar remaining maturities. The current market rates we utilized were internally estimated; therefore, we have concluded that our determination of fair value for our mortgage and other loans payable was primarily based upon Level 3 inputs. The fair value of the senior unsecured notes was determined by quoted market prices (Level 1) or, for certain senior unsecured notes that are thinly traded, were based upon transactions for senior unsecured notes with comparable maturities (Level 2). The fair value of the Unsecured Credit Facility was determined by discounting the future cash flows using current rates at which similar loans would be made to borrowers with similar credit ratings and for the same remaining term, assuming no repayment until maturity. The current market rate utilized for our Unsecured Credit Facility was internally estimated; therefore, we have concluded that our determination of fair value was primarily based upon Level 3 inputs.

7. Stockholders' Equity

Preferred Stock

On May 27, 2004, we issued 50,000 Depositary Shares, each representing 1/100th of a share of our 6.236%, $0.01 par value, Series F Flexible Cumulative Redeemable Preferred Stock (the "Series F Preferred Stock"), at an initial offering price of $1,000.00 per Depositary Share. Dividends on the Series F Preferred Stock are cumulative from the date of initial issuance and are payable quarterly in arrears. The coupon rate of our Series F Preferred Stock resets every quarter at 2.375% plus the greater of (i) the 30 year Treasury CMT Rate, (ii) the 10 year Treasury CMT Rate or (iii) 3-month LIBOR. For the fourth quarter of 2011, the coupon rate was 5.365%. With respect to the payment of dividends and amounts upon liquidation, dissolution or winding up, the Series F Preferred Stock ranks senior to payments on our Common Stock and pari passu with our Series G Preferred Stock (hereinafter defined), Series J Preferred Stock (hereinafter defined) and Series K Preferred Stock (hereinafter defined). In October 2008, we entered into an interest rate swap agreement to mitigate our exposure to floating interest rates related to the forecasted reset rate of the coupon rate of our Series F Preferred Stock (see Note 14 for further information on the agreement).

On May 27, 2004, we issued 25,000 Depositary Shares, each representing 1/100th of a share of our 7.236%, $0.01 par value, Series G Flexible Cumulative Redeemable Preferred Stock (the "Series G Preferred Stock"), at an initial offering price of $1,000.00 per Depositary Share. Dividends on the Series G Preferred Stock are cumulative from the date of initial issuance and are payable semi-annually in arrears for the period from the date of original issuance of the Series G Preferred Stock through March 31, 2014 (the "Series G Initial Fixed Rate Period"), commencing on September 30, 2004, at a rate of 7.236% per annum of the liquidation preference (the "Series G Initial Distribution Rate") (equivalent to $72.36 per Depositary Share). On or after March 31, 2014, the Series G Initial Distribution Rate is subject to reset, at our option, subject to certain conditions and parameters, at fixed or floating rates and periods. Fixed rates and periods will be determined through a remarketing procedure. Floating rates during floating rate periods will equal 2.500% (the initial credit spread), plus the greater of (i) the 3-month LIBOR, (ii) the 10 year Treasury CMT Rate, and (iii) the 30 year Treasury CMT Rate, reset quarterly. Dividends on the Series G Preferred Stock are payable semi-annually in arrears for fixed rate periods subsequent to the Series G Initial Fixed Rate Period and quarterly in arrears for floating rate periods. With respect to the payment of dividends and amounts upon liquidation, dissolution or winding up, the Series G Preferred Stock ranks senior to payments on our Common Stock and pari passu with our Series F Preferred Stock, Series J Preferred Stock (hereinafter defined) and Series K Preferred Stock (hereinafter defined).

On January 13, 2006, we issued 6,000,000 Depositary Shares, each representing 1/10,000th of a share of our 7.25%, $.01 par value, Series J Cumulative Redeemable Preferred Stock (the "Series J Preferred Stock"), at an initial offering price of $25.00 per Depositary Share. The Series J Preferred Stock is redeemable in whole or in part, at our option, at a cash redemption price of $25.00 per depositary share. Dividends on the Series J Preferred Stock, represented by the Depositary Shares, are cumulative from the date of initial issuance and are payable quarterly in arrears. However, during any period that both (i) the depositary shares are not listed on the NYSE or AMEX, or quoted on NASDAQ, and (ii) we are not subject to the reporting requirements of the Exchange Act, but the preferred shares are outstanding, we will increase the dividend on the preferred shares to a rate of 8.25% of the liquidation preference per year. With respect to the payment of dividends and amounts upon liquidation, dissolution or winding up, the Series J Preferred Stock ranks senior to payments on our Common Stock and pari passu with our Series F Preferred Stock, Series G Preferred Stock and Series K Preferred Stock (hereinafter defined).

On August 21, 2006, we issued 2,000,000 Depositary Shares, each representing 1/10,000th of a share of our 7.25%, $.01 par value, Series K Flexible Cumulative Redeemable Preferred Stock (the "Series K Preferred Stock"), at an initial offering price of $25.00 per Depositary Share. The Series K Preferred Stock is redeemable in whole or in part, at our option, at a cash redemption price of $25.00 per depositary share. Dividends on the Series K Preferred Stock, represented by the Depositary Shares, are cumulative from the date of initial issuance and are payable quarterly in arrears. With respect to the payment of dividends and amounts upon liquidation, dissolution or winding up, the Series K Preferred Stock ranks senior to payments on our Common Stock and pari passu with our Series F Preferred Stock, Series G Preferred Stock and Series J Preferred Stock.

All series of preferred stock have no stated maturity (although we may redeem all such preferred stock on or following their optional redemption dates at our option, in whole or in part).

Shares of Common Stock

For the years ended December 31, 2011, 2010 and 2009, 125,784, 27,586, and 415,466 shares of common stock, respectively, were converted from an equivalent number of units of limited partnership interests in the Operating Partnership (“Units”), resulting in a reclassification of $1,109, $316 and $7,817, respectively, of Noncontrolling Interest to First Industrial Realty Trust Inc.’s Stockholders’ Equity.

On May 12, 2011, we filed an amendment to the Company’s articles of incorporation, increasing the number of shares of the Company’s common stock authorized for issuance from 100 million to 150 million shares.

On May 31, 2011, we announced an underwritten public offering of 8,400,000 shares of the Company’s common stock at a price of $12.15 per share to the public. Gross offering proceeds upon settlement on June 6, 2011 were $102,060 in the aggregate. Proceeds to us, net of underwriter’s discount of $1,176 and total expenses of $138, were approximately $100,746.

On March 3, 2011, we announced an underwritten public offering of 8,900,000 shares of the Company’s common stock at a price of $11.40 per share to the public. Gross offering proceeds upon settlement on March 4, 2011 were $101,460 in the aggregate. Proceeds to us, net of underwriter’s discount of $890 and total expenses of $166, were approximately $100,404.

On October 5, 2009, the Company sold in an underwritten public offering 13,635,700 shares of its common stock at a price of $5.25 per share. Gross offering proceeds from the issuance were $71,587 in the aggregate. Proceeds to the Company, net of underwriters’ discount of $3,042 and total expenses of $765, were approximately $67,780.

On February 28, 2011, we entered into distribution agreements with sales agents to sell up to 10,000,000 shares of the Company’s common stock, for up to $100,000 aggregate gross sale proceeds, from time to time in “at-the-market” offerings (the “ATM”). During the year ended December 31, 2011, we issued 115,856 shares of the Company’s common stock under the ATM resulting in proceeds to us of approximately $1,391, net of $28 paid to the sales agent. Under the terms of the ATM, sales are to be made primarily in transactions that are deemed to be “at-the-market” offerings, including sales made directly on the New York Stock Exchange or sales made through a market maker other than on an exchange or by privately negotiated transactions.

On May 4, 2010, we entered into distribution agreements with sales agents to sell up to 10,000,000 shares of the Company’s common stock from time to time in “at-the-market” offerings (the “Original ATM”). During the year ended December 31, 2010, we issued 5,469,767 shares of the Company’s common stock under the Original ATM for approximately $44,117, net of $900 paid to the sales agent. Under the terms of the Original ATM, sales were made primarily in transactions that were deemed to be “at-the-market” offerings, including sales made directly on the New York Stock Exchange or sales made through a market maker other than on an exchange or by privately negotiated transactions. On December 31, 2010, we concluded the Original ATM as a result of the expiration of the distribution agreements with our sales agents.

On August 8, 2008, the Company’s Dividend Reinvestment and Direct Stock Purchase Plan (“DRIP”) became effective. Under the terms of the DRIP, stockholders who participate may reinvest all or part of their dividends in additional common stock of the Company at a discount from the market price, at our discretion, when the shares are issued and sold directly by us from authorized but unissued shares of the Company’s common stock. Stockholders and non-stockholders may also purchase additional shares at a discounted price, at our discretion, when the shares are issued and sold directly by us from authorized but unissued shares of the Company’s common stock, by making optional cash payments, subject to certain dollar thresholds. During the year ended December 31, 2011, we did not issue any shares of the Company’s common stock under the direct stock purchase component of the DRIP. During the year ended December 31, 2010, we issued 875,402 shares of the Company’s common stock under the direct stock purchase component of the DRIP for approximately $5,970. During the year ended December 31, 2009, the Company issued 3,034,120 shares under the direct stock purchase component of the DRIP for $15,920.

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During the years ended December 31, 2010 and 2009, we awarded 23,567 and 50,445 shares, respectively, of common stock to certain directors. The common stock shares had a fair value of approximately $128 and $240, respectively, upon issuance.

The following table is a roll-forward of our shares of common stock outstanding, including unvested restricted shares of common stock (see Note 13), for the three years ended December 31, 2011:

	Shares of Common Stock Outstanding
Balance at December 31, 2008	44,652,182
Issuance of Common Stock, including Issuance of Restricted Stock Units	16,874,884
Issuance of Restricted Stock Shares	35,145
Repurchase and Retirement of Restricted Stock Shares	(132,463)
Conversion of Operating Partnership Units	415,466
Balance at December 31, 2009	61,845,214
Issuance of Common Stock, including Issuance of Restricted Stock Units	6,518,736
Issuance of Restricted Stock Shares	573,198
Repurchase and Retirement of Restricted Stock Shares	(123,438)
Conversion of Operating Partnership Units	27,586
Balance at December 31, 2010	68,841,296
Issuance of Common Stock, including Issuance of Restricted Stock Units	17,646,586
Issuance of Restricted Stock Shares	292,339
Repurchase and Retirement of Restricted Stock Shares	(98,603)
Conversion of Operating Partnership Units	125,784
Balance at December 31, 2011	86,807,402

Dividends/Distributions

The coupon rate of our Series F Preferred Stock resets every quarter at 2.375% plus the greater of (i) the 30 year Treasury CMT Rate, (ii) the 10 year Treasury CMT Rate or (iii) 3-month LIBOR. For the fourth quarter of 2011, the new coupon rate was 5.365%. See Note 14 for additional derivative information related to the Series F Preferred Stock coupon rate reset.

The following table summarizes dividends/distributions declared for the past three years:

	Year Ended 2011		Year Ended 2010		Year Ended 2009	
	Dividend/ Distribution per Share/ Unit	Total Dividend/ Distribution	Dividend/ Distribution per Share/ Unit	Total Dividend/ Distribution	Dividend/ Distribution per Share/ Unit	Total Dividend/ Distribution
Common Stock/Operating Partnership Units	$ 0.0000	$ —	$ 0.0000	$ —	$ 0.0000	$ —
Series F Preferred Stock	$ 6,510.9028	$ 3,256	$ 6,736.1540	$ 3,368	$ 6,414.5700	$ 3,207
Series G Preferred Stock	$ 7,236.0000	$ 1,809	$ 7,236.0000	$ 1,809	$ 7,236.0000	$ 1,809
Series J Preferred Stock	$ 18,125.2000	$ 10,875	$ 18,125.2000	$ 10,875	$ 18,125.2000	$ 10,875
Series K Preferred Stock	$ 18,125.2000	$ 3,625	$ 18,125.2000	$ 3,625	$ 18,125.2000	$ 3,625

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8. Supplemental Information to Statements of Cash Flows

Supplemental disclosure of cash flow information:

	Year Ended December 31, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
Interest paid, net of capitalized interest	$ 100,375	$ 105,276	$ 115,990
Capitalized Interest	$ 437	$ —	$ 281
Income Taxes Paid (Refunded)	$ 1,876	$ 3,663	$ (54,173)
Supplemental schedule of noncash investing and financing activities:			
Distribution payable on preferred stock	$ 4,763	$ 452	$ 452
Exchange of units for common stock:			
Noncontrolling interest	$ (1,109)	$ (316)	$ (7,817)
Common stock	1	1	4
Additional paid-in-capital	1,108	315	7,813
	$ —	$ —	$ —
Property Transfer to Lender in Satisfaction of Non-Recourse Mortgage Loan:			
Net Investment of Real Estate	$ (3,200)	$ —	$ —
Prepaid Expenses and Other Assets, Net	(1,987)	—	—
Mortgage Loan Payable, Net	5,040	—	—
Loss from Retirement of Debt	$ (147)	$ —	$ —
Mortgage loan payable assumed in conjunction with a property acquisition	$ (24,417)	$ —	$ —
Notes receivable issued in conjunction with certain property sales	$ 7,029	$ 168	$ 20,645
Write-off of fully depreciated assets	$ (58,357)	$ (59,485)	$ (55,089)

9. Earnings Per Share ("EPS")

The computation of basic and diluted EPS is presented below:

	Year Ended December 31, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
Numerator:			
Loss from Continuing Operations	$ (32,201)	$ (155,699)	$ (20,327)
Gain on Sale of Real Estate, Net of Income Tax Provision	918	517	231
Noncontrolling Interest Allocable to Continuing Operations	3,097	13,623	4,019
Loss from Continuing Operations Attributable to First Industrial Realty Trust, Inc.	(28,186)	(141,559)	(16,077)
Preferred Stock Dividends	(19,565)	(19,677)	(19,516)
Loss from Continuing Operations Available to First Industrial Realty Trust, Inc.'s Common Stockholders	$ (47,751)	$ (161,236)	$ (35,593)
Income (Loss) from Discontinued Operations, Net of Income Tax Provision	$ 22,093	$ (66,437)	$ 24,282
Noncontrolling Interest Allocable to Discontinued Operations	(1,352)	5,175	(2,472)
Income (Loss) from Discontinued Operations Attributable to First Industrial Realty Trust, Inc.	$ 20,741	$ (61,262)	$ 21,810
Net Loss Available to First Industrial Realty Trust, Inc.'s Common Stockholders	$ (27,010)	$ (222,498)	$ (13,783)
Denominator:			
Weighted Average Shares—Basic and Diluted	80,616,000	62,952,565	48,695,317
Basic and Diluted EPS:			
Loss from Continuing Operations Available to First Industrial Realty Trust, Inc.'s Common Stockholders	$ (0.59)	$ (2.56)	$ (0.73)
Income (Loss) from Discontinued Operations Attributable to First Industrial Realty Trust, Inc.'s Common Stockholders	$ 0.26	$ (0.97)	$ 0.45
Net Loss Available to First Industrial Realty Trust, Inc.'s Common Stockholders	$ (0.34)	$ (3.53)	$ (0.28)

Participating securities include 673,381, 662,092 and 355,645 of unvested restricted stock awards outstanding at December 31, 2011, 2010 and 2009 respectively, which participate in non-forfeitable dividends of the Company. Participating security holders are not obligated to share in losses, therefore, none of the net loss attributable to First Industrial Realty Trust, Inc. was allocated to participating securities for the years ended December 31, 2011, 2010 and 2009.

The number of weighted average shares—diluted is the same as the number of weighted average shares—basic for the years ended December 31, 2011, 2010 and 2009 as the effect of stock options and restricted unit awards (that do not participate in non-forfeitable dividends of the Company) was excluded as its inclusion would have been antidilutive to the loss from continuing operations available to First Industrial Realty Trust, Inc.'s common stockholders. The following awards were anti-dilutive and could be dilutive in future periods:

	Number of Awards Outstanding At December 31, 2011	Number of Awards Outstanding At December 31, 2010	Number of Awards Outstanding At December 31, 2009
Non-Participating Securities:			
Restricted Unit Awards	731,900	1,012,800	1,218,800
Options	25,201	98,701	139,700

10. Income Taxes

For income tax purposes, distributions paid to common shareholders are classified as ordinary income, capital gain, return of capital or qualified dividends. We did not pay common share distributions for the years ended December 31, 2011, 2010 and 2009.

For income tax purposes, distributions paid to preferred shareholders are classified as ordinary income, capital gain, return of capital or qualified dividends. For the years ended December 31, 2011, 2010 and 2009, the preferred distributions per depositary share were classified as follows:

Series J Preferred Stock	2011	As a Percentage of Distributions	2010 (As Amended)	As a Percentage of Distributions	2009	As a Percentage of Distributions
Ordinary income	$0.3130	23.02%	$ 1.4652	80.84%	$ —	0.00%
Long-term capital gains	—	0.00%	—	0.00%	1.3697	75.57%
Unrecaptured Section 1250 gain	—	0.00%	0.2423	13.37%	0.4428	24.43%
Return of Capital	1.0402	76.52%	—	0.00%	—	0.00%
Qualified Dividends	0.0062	0.46%	0.1050	5.79%	—	0.00%
	$1.3594	100.00%	$ 1.8125	100.00%	$1.8125	100.00%

Series K Preferred Stock	2011	As a Percentage of Distributions	2010 (As Amended)	As a Percentage of Distributions	2009	As a Percentage of Distributions
Ordinary income	$0.3130	23.02%	$ 1.4652	80.84%	$ —	0.00%
Long-term capital gains	—	0.00%	—	0.00%	1.3697	75.57%
Unrecaptured Section 1250 gain	—	0.00%	0.2423	13.37%	0.4428	24.43%
Return of Capital	1.0402	76.52%	—	0.00%	—	0.00%
Qualified Dividends	0.0062	0.46%	0.1050	5.79%	—	0.00%
	$1.3594	100.00%	$ 1.8125	100.00%	$1.8125	100.00%

The 2010 tax characterization of preferred dividends disclosed in this footnote in the 2010 Form 10-K contained an error. The impact of the error affects the treatment of our preferred distributions for tax purposes only. The correction results in an increase in the ordinary income classification of $1.4529, an increase in the qualified dividend classification of $0.0222, an increase in the unrecaptured Section 1250 gain classification of $0.0706, and a decrease in the amount of distributions classified as return of capital of ($1.5457), all per depository share of our Series J and Series K preferred shares.

The components of income tax (provision) benefit for the years ended December 31, 2011, 2010 and 2009 are comprised of the following:

	2011	2010	2009
Current:			
Federal	$ (622)	$ (893)	$ 38,682
State	(502)	(2,372)	1,772
Foreign	(41)	(95)	(835)
Deferred:			
Federal.	(284)	163	(15,816)
State	(2)	40	(616)
Foreign.	(697)	(148)	9
	$(2,148)	$(3,305)	$ 23,196

On August 24, 2009, we received a private letter ruling from the IRS granting favorable loss treatment under Sections 331 and 336 of the Code on the tax liquidation of one of our old taxable REIT subsidiaries. As a result, we completed a transaction on September 1, 2009 whereby approximately 75% of the assets formerly held by this taxable REIT subsidiary are now held by a limited liability company which is wholly owned by the Operating Partnership. The remaining 25% of the assets are now held by a partnership for federal income tax purposes, and is 99% owned by one of our taxable REIT subsidiaries formed in 2009. On November 6, 2009, legislation was signed that allows businesses with net operating losses for 2008 or 2009 to carry back those losses for up to five years. As a result, we received a refund from the IRS of $40,418 in the fourth quarter of 2009 due to the tax liquidation of one of our old taxable REIT subsidiaries.

Deferred income taxes represent the tax effect of the temporary differences between the book and tax basis of assets and liabilities. Deferred tax assets (liabilities) include the following as of December 31, 2011 and 2010:

	2011	2010
Investments in Joint Ventures	$ 15	$ 47
Fixed assets	—	1,863
Prepaid rent	45	71
Restricted stock	43	99
Capitalized Interest	—	626
Impairment of Real Estate	5,683	10,196
Foreign net operating loss carrying forward	828	706
Valuation Allowance	(5,078)	(9,301)
Other	483	569
Total deferred tax assets, net of allowance	$ 2,019	$ 4,876
Straight-line rent	(85)	(510)
Fixed assets	(1,946)	(3,397)
Other	(108)	(106)
Total deferred tax liabilities	$(2,139)	$ (4,013)
Total net deferred tax (liability) asset	$ (120)	$ 863

A valuation allowance is recorded if we believe it is more likely than not that all or some portion of our deferred tax assets will not be realized. We do not have projections of future taxable income in the taxable REIT subsidiaries significant enough to allow us to realize our deferred tax assets. Therefore, we have recorded a valuation allowance against our deferred tax assets. An increase or decrease in the valuation allowance that results from a change in circumstances, and which causes a change in our judgment about the realizability of the related deferred tax assets, is included in the current tax provision.

As of December 31, 2011 and 2010, we had net deferred tax (liability) assets of $(120) and $863, after valuation allowances of $5,078 and $9,301, respectively. The decrease in the valuation allowance of $4,223 from December 31, 2010 to December 31, 2011 is primarily related to a decrease in net deferred tax assets and liabilities due to sales of property. As of December 31, 2010 and 2009, we had net deferred tax assets of $863 and $776, after valuation allowances of $9,301 and $1,299, respectively. The increase in the valuation allowance of $8,002 from December 31, 2009 to December 31, 2010 is primarily related to an increase in net deferred tax assets due to the impairment of real estate.

The components of income tax (provision) benefit for the years ended December 31, 2011, 2010 and 2009 are as follows:

	2011	2010	2009
Tax provision associated with income from operations on sold properties which is included in discontinued operations	$ (119)	$ —	$ (384)
Tax provision associated with gains and losses on the sale of real estate which is included in discontinued operations	(1,127)	—	(1,462)
Tax provision associated with gains and losses on the sale of real estate	(452)	(342)	(143)
Income tax (provision) benefit	(450)	(2,963)	25,185
Income tax (provision) benefit	$(2,148)	$(3,305)	$23,196

The income tax (provision) benefit pertaining to income from continuing operations and gain on sale of real estate differs from the amounts computed by applying the applicable federal statutory rate as follows:

	2011	2010	2009
Tax (provision) benefit at federal rate related to continuing operations	$(2,162)	$ 5,141	$ 8,574
State tax (provision) benefit, net of federal (provision) benefit	(521)	(2,320)	1,849
Non-deductible permanent items, net	(54)	(58)	(1,652)
Change in valuation allowance	1,853	(6,108)	16,269
Foreign taxes, net	(96)	(211)	342
Other	78	251	(340)
Net income tax (provision) benefit	$ (902)	$(3,305)	$25,042

Michigan Tax Issue

As of December 31, 2008, we had paid approximately $1,400 (representing tax and interest for the years 1997-2000) to the State of Michigan regarding business loss carryforwards the appropriateness of which was the subject of litigation initiated by us. On December 11, 2007, the Michigan Court of Claims rendered a decision against us regarding the business loss carryforwards. Also, the court ruled against us on an alternative position involving Michigan's Capital Acquisition Deduction. We filed an appeal to the Michigan Appeals Court in January 2008; however, as a result of the lower court's decision, an additional approximately $800 (representing tax and interest for the year 2001) had been accrued through June 30, 2009 for both tax and financial statement purposes. On August 18, 2009, the Michigan Appeals Court issued a decision in our favor on the business loss carryforward issue. The Michigan Department of Treasury appealed the decision to the Michigan Supreme Court on September 29, 2009; however, we believed there was a very low probability that the Michigan Supreme Court would accept the case. Therefore, in September 2009 we reversed our accrual of $800 (related to the 2001 tax year) and set up a receivable of $1,400 for the amount paid in 2006 (related to the 1997-2000 tax years), resulting in an aggregate reversal of prior tax expense of approximately $2,200. On April 23, 2010, the Michigan Supreme Court reversed the decision of the Michigan Appeals Court and reinstated the decision of the Michigan Court of Claims. Based on the most recent ruling of the Michigan Supreme Court, we reversed the receivable of $1,400 and paid approximately $800, for a total of approximately $2,200 of tax expense for the year ended December 31, 2010, which is included in continuing operations.

11. Restructuring Costs

We committed to a plan to reduce organizational and overhead costs in October 2008 and subsequently modified that plan during 2011, 2010 and 2009 with the goal of further reducing these costs. The following summarizes our restructuring costs for each of the years ended December 31:

	2011	2010	2009
Pre-tax restructuring costs:			
Employee severance and benefits*	$ —	$ 525	$5,186
Termination of certain office leases	1,200	647	1,867
Other	353	686	753
Total restructuring costs	$1,553	$1,858	$7,806
Included in Accounts Payable, Accrued Expenses and Other Liabilities, Net related to severance obligations, remaining lease payments and other costs incurred but not yet paid	$1,959	$1,574	$2,884

* Includes $0, $156, and $2,931, respectively, of non-cash costs which represents the accelerated recognition of restricted stock expense for certain employees for the years ended December 31, 2011, 2010 and 2009.

12. Future Rental Revenues

Our properties are leased to tenants under net and semi-net operating leases. Minimum lease payments receivable, excluding tenant reimbursements of expenses, under non-cancelable operating leases in effect as of December 31, 2011 are approximately as follows:

2012	$ 239,347
2013	196,288
2014	157,012
2015	125,439
2016	94,840
Thereafter	326,295
Total	$ 1,139,221

13. Stock Based Compensation

We maintain five stock incentive plans (the “Stock Incentive Plans”) which are administered by the Compensation Committee of the Board of Directors. There are 11.5 million shares authorized for issuance under the Stock Incentive Plans. Only officers, certain employees, our Independent Directors and our affiliates generally are eligible to participate in the Stock Incentive Plans.

The Stock Incentive Plans authorize (i) the grant of stock options that qualify as incentive stock options under Section 422 of the Code, (ii) the grant of stock options that do not so qualify, (iii) restricted stock/Unit awards (including awards subject to performance conditions), and (iv) dividend equivalent rights. The exercise price of the stock options is determined by the Compensation Committee. Special provisions apply to awards granted under the Stock Incentive Plans in the event of a change in control in the Company. As of December 31, 2011, awards covering 1.9 million shares of common stock were available to be granted under the Stock Incentive Plans.

At December 31, 2011, all outstanding stock options are vested. Stock option transactions for the year ended December 31, 2011 are summarized as follows:

	Options	Weighted Average Exercise Price	Aggregate Intrinsic Value
Outstanding at December 31, 2010	98,701	$ 32.34	$ —
Expired or Terminated	(73,500)	$ 32.61	
Outstanding at December 31, 2011	25,201	$ 31.57	$ —

The following table summarizes currently outstanding and exercisable options as of December 31, 2011:

	Number Outstanding and Exercisable	Remaining Contractual Life	Exercise Price
January 2002 Grants	15,201	0.04	$30.53
May 2002 Grants	10,000	0.37	$33.15

In September 1994, the Board of Directors approved and we adopted a 401(k)/Profit Sharing Plan. Under our 401(k)/Profit Sharing Plan, all eligible employees may participate by making voluntary contributions. We may make, but are not required to make, matching contributions. For the years ended December 31, 2011, 2010 and 2009, matching contributions of $197, $194 and $0, respectively were recorded.

For the years ended December 31, 2011, 2010 and 2009, we awarded 292,339, 573,198 and 1,473,600 restricted stock and unit awards to our employees having a fair value at grant date of $3,248, $3,336 and $7,406, respectively. We also awarded 0, 0 and 35,145 restricted stock awards to our directors having a fair value at grant date of $0, $0 and $149 respectively. Restricted stock awards granted to employees generally vest over a period of three to four years and restricted stock awards granted to directors generally vest over a period of five years. For the years ended December 31, 2011, 2010 and 2009, we recognized $3,759, $6,040 and $13,015 in restricted stock amortization related to restricted stock and unit awards, of which $0, $0 and $45, respectively, was capitalized in connection with development activities. At December 31, 2011, we have $5,141 in unearned compensation related to unvested restricted stock awards. The weighted average period that the unrecognized compensation is expected to be incurred is 0.79 years.

Restricted stock award and restricted stock unit award transactions for the year ended December 31, 2011 are summarized as follows:

	Awards	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2010	1,674,892	$ 7.26
Issued	292,339	$ 11.11
Forfeited	(51,024)	$ 11.59
Vested	(510,926)	$ 9.74
Outstanding at December 31, 2011	1,405,281	$ 7.00

During the year ended December 31, 2009, we made a grant of 1,000,000 restricted stock units to our Chief Executive Officer. These restricted stock units had a fair value of approximately $6,014 on the date of issuance. Of these restricted stock units, a total of 600,000 (the "Service Awards") vest in four equal installments on the first, second, third and fourth year anniversary of December 31, 2008, and a total of 400,000 (the "Performance Awards I") vest in four installments of up to 100,000 on the first, up to 200,000 on the second, up to 300,000 on the third and up to 400,000 on the fourth year anniversary of December 31, 2008, to the extent certain market conditions are met. The market conditions are met when certain stock price levels are achieved and maintained for certain time periods between the award issuance date and December 31, 2013. Both the Service Awards and Performance Awards I require the Chief Executive Officer to be employed by the Company at the applicable vesting dates, subject to certain clauses in the award agreement. The Service Awards are amortized over the four year service period. The Performance Awards I are amortized over the service period of each installment. As of December 31, 2011, there have been 525,000 Service and Performance Awards I issued.

During the year ended December 31, 2009, we made a grant of 473,600 restricted stock units to certain members of management (the "Performance Awards II"). The Performance Awards II had a fair value of approximately $1,392 on the date of issuance and will vest in four installments on the first, second, third and fourth anniversary of June 30, 2009, to the extent certain service periods and market conditions are both met. The market conditions are met when certain stock price levels are achieved and maintained for certain time periods between the award issuance date and June 30, 2014. The Performance Awards II are amortized over the service period of each installment. In conjunction with the issuance of the Performance Awards II, the members of management were also granted cash awards with a fair value of $792. The cash awards vested on June 30, 2010 and compensation expense was recognized on a straight-line basis over the service period. In order to receive the Performance Awards II, the members of management are required to be employed by the Company at the applicable vesting dates, subject to certain clauses in the award agreements. As of December 31, 2011, there have been 39,100 Performance Awards II issued.

The fair value of the Performance Awards I and the Performance Awards II at issuance was determined using a Monte Carlo simulation model with the following assumptions:

	Performance Awards I	Performance Awards II
Expected dividend yield	0.0%	0.0%
Expected stock volatility	57.18% to 119.55%	76.29% to 162.92%
Risk-free interest rate	0.40% to 1.84%	0.43% to 2.38%
Expected life (years)	1-4	1-4
Grant Date Fair value	$ 4.49	$ 2.94

During the years ended December 31, 2011 and December 31, 2010, certain members of management were granted cash awards with a fair value of $1,810 and $688, respectively. The cash awards vest on June 30, 2012 and June 30, 2011, respectively, and compensation expense is recognized on a straight-line basis over the service period. In order to receive the cash awards, the members of management are required to be employed by the Company at the vesting date, subject to certain clauses of the award agreements.

14. Derivatives

Our objectives in using interest rate derivatives are to add stability to interest expense and to manage our cash flow volatility and exposure to interest rate movements. To accomplish this objective, we primarily use interest rate swaps as part of our interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty in exchange for fixed-rate payments over the life of the agreements without exchange of the underlying notional amount.

Our Series F Preferred Stock is subject to a coupon rate reset. The coupon rate resets every quarter at 2.375% plus the greater of i) the 30 year Treasury CMT Rate, ii) the 10 year Treasury CMT Rate or iii) 3-month

LIBOR. For the fourth quarter of 2011, the new coupon rate was 5.365% (see Note 7). In October 2008, we entered into an interest rate swap agreement with a notional value of $50,000 to mitigate our exposure to floating interest rates related to the forecasted reset rate of the coupon rate of our Series F Preferred Stock (the “Series F Agreement”). This Series F Agreement fixes the 30-year U.S. Treasury rate at 5.2175%. Accounting guidance for derivatives does not permit hedge accounting treatment related to equity instruments and therefore the mark to market gains or losses related to this agreement are recorded in the statement of operations. For the years ended December 31, 2011 and December 31, 2010, losses of $1,718 and $1,107, respectively, is recognized as Mark-to-Market Loss on Interest Rate Protection Agreements. Quarterly payments are treated as a component of the mark to market gains or losses and for the years ended December 31, 2011 and 2010, which totaled $574 and $492, respectively.

The effective portion of changes in the fair value of derivatives designated and that qualify as cash flow hedges is recorded in Other Comprehensive Income (“OCI”) and is subsequently reclassified to earnings through interest expense over the life of the derivative or over the life of the debt. In the next 12 months, we will amortize approximately $2,255 into net income by increasing interest expense for interest rate protection agreements we settled in previous periods.

The following is a summary of the terms of our derivatives and their fair values, which are included in Accounts Payable, Accrued Expenses and Other Liabilities, Net on the accompanying consolidated balance sheets:

Hedge Product	Notional Amount	Strike	Trade Date	Maturity Date	Fair Value As of December 31, 2011	Fair Value As of December 31, 2010
Derivatives not designated as hedging instruments:						
Series F Agreement*	50,000	5.2175%	October 2008	October 1, 2013	$ (1,667)	$ (523)

* Fair value excludes quarterly settlement payment due on Series F Agreement. As of December 31, 2011 and 2010, the outstanding payable was $280 and $194, respectively.

The following is a summary of the impact of the derivatives in cash flow hedging relationships on the statement of operations and the statement of OCI for the years ended December 31, 2011 and December 31, 2010:

Interest Rate Products	Location on Statement	Year Ended December 31, 2011	Year Ended December 31, 2010
Loss Recognized in OCI (Effective Portion)	Mark-to-Market on Interest Rate Protection Agreements (OCI)	$ —	$ 990
Amortization Reclassified from OCI into Earnings	Interest Expense	$ (2,166)	$ (2,108)

During 2010, the 2006 Land/Development Joint Venture had interest rate protection agreements outstanding which effectively converted floating rate debt to fixed rate debt on a portion of its total variable debt. The hedge relationships were considered highly effective and as such, for the year ended December 31, 2010, we recorded $1,137 in unrealized gain, representing our 10% share, offset by $414 of income tax provision, which is shown in Mark-to-Market on Interest Rate Protection Agreements, Net of Income Tax, in OCI. In connection with the sale of our equity interest of the 2006 Land/Development Joint Venture on August 5, 2010, we wrote off $1,625 that was recorded in OCI related to our 10% share of unrealized loss related to the interest rate protection agreements.

Our agreements with our derivative counterparties contain provisions where if we default on any of our indebtedness, then we could also be declared in default on our derivative obligations subject to certain thresholds.

The guidance for fair value measurement of financial instruments includes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The following table sets forth our financial liabilities that are accounted for at fair value on a recurring basis as of December 31, 2011 and December 31, 2010:

		Fair Value Measurements at Reporting Date Using:		
Description	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
Liabilities:				
Series F Agreement at December 31, 2011	$ (1,667)	—	—	$ (1,667)
Series F Agreement at December 31, 2010	$ (523)	—	—	$ (523)

The valuation of the Series F Agreement is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected cash flows of the instrument. This analysis reflects the contractual terms of the agreements including the period to maturity. In adjusting the fair value of the interest rate protection agreements for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements. To comply with the provisions of fair value measurement, we incorporated a credit valuation adjustment ("CVA") to appropriately reflect both our own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. However, assessing significance of inputs is a matter of judgment that should consider a variety of factors. One factor we consider is the CVA and its materiality to the overall valuation of the derivatives on the balance sheet and to their related changes in fair value. We consider the Series F Agreement to be classified as Level 3 in the fair value hierarchy due to a significant number of unobservable inputs. The Series F Agreement swaps a fixed rate 5.2175% for floating rate payments based on 30-year Treasury. No market observable prices exist for long-dated Treasuries. Therefore, we have classified the Series F Agreement in its entirety as a Level 3.

The following table presents a reconciliation of our liabilities classified as Level 3 at December 31, 2011 and December 31, 2010:

	Fair Value Measurements Using Significant Unobservable Inputs (Level 3) Derivatives
Ending asset balance at December 31, 2009	$ 93
Total unrealized losses:	
Mark-to-Market on Series F Agreement	(616)
Ending liability balance at December 31, 2010	$ (523)
Total unrealized losses:	
Mark-to-Market on Series F Agreement	(1,144)
Ending liability balance at December 31, 2011	$ (1,667)

15. Commitments and Contingencies

Twelve properties have leases granting the tenants options to purchase the property. Such options are exercisable at various times at appraised fair market value or at a fixed purchase price in excess of our depreciated cost of the asset. We have no notice of any exercise of any tenant purchase option.

At December 31, 2011, we had letters of credit outstanding and performance bonds in the aggregate amount of $6,780. These letters of credit expire between February 2012 and July 2013.

In the normal course of business, we are involved in legal actions arising from the ownership of our industrial properties. In our opinion, the liabilities, if any, that may ultimately result from such legal actions are not expected to have a materially adverse effect on our consolidated financial position, operations or liquidity.

Ground and Operating Lease Agreements

For the years ended December 31, 2011, 2010 and 2009, we recognized $1,955, $3,047 and $4,181, respectively, in operating and ground lease expense.

Future minimum rental payments under the terms of all non-cancelable ground and operating leases under which we are the lessee, offset by sub-lease rental payments under non-cancelable operating leases, as of December 31, 2011, are as follows:

2012	$ 1,892
2013	1,724
2014	1,448
2015	1,319
2016	1,321
Thereafter	28,052
Total	$35,756

16. Subsequent Events

From January 1, 2012 to February 28, 2012, we acquired one industrial property comprising approximately 0.4 million square feet of GLA in connection with the purchase of the 85% equity interest in one property from the institutional investor in the 2003 Net Lease Joint Venture. The acquisition was funded through the assumption of a mortgage loan in the amount of $12,026, which was subsequently paid off at closing and a cash payment of $8,324. We will account for this transaction as a step acquisition utilizing the purchase method of accounting. There were no industrial properties sold during this time.

From January 1, 2012 to February 28, 2012, we repurchased and retired $430 of our senior unsecured notes maturing in 2028 for a payment of $406.

17. Quarterly Financial Information (unaudited)

The following tables summarize our quarterly financial information. The first, second and third fiscal quarters of 2011 and all fiscal quarters in 2010 have been revised in accordance with guidance on accounting for discontinued operations. The results of operations for the fourth quarter of 2010 include $2,387 which should have been recorded as part of the impairment charge recorded during the third quarter in 2010. Management evaluated this impairment charge and believes it is not material to the results of operations of either quarter.

Net loss available to common stockholders and basic and diluted EPS from net loss available to common stockholders has not been affected.

	Year Ended December 31, 2011			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Total Revenues	$80,186	$79,386	$ 78,586	$79,677
Equity in Income of Joint Ventures	36	99	772	73
Noncontrolling Interest Allocable to Continuing Operations	877	526	952	798
Loss from Continuing Operations, Net of Income Tax and Noncontrolling Interest	(6,611)	(3,260)	(10,450)	(8,727)
Income from Discontinued Operations, Net of Income Tax	3,105	3,692	5,947	9,349
Noncontrolling Interest Allocable to Discontinued Operations	(224)	(236)	(349)	(543)
Gain on Sale of Real Estate, Net of Income Tax	—	—	918	—
Noncontrolling Interest Allocable to Gain on Sale of Real Estate	—	—	(56)	—
Net (Loss) Income Attributable to First Industrial Realty Trust, Inc.	(3,730)	196	(3,990)	79
Preferred Stock Dividends	(4,927)	(4,947)	(4,928)	(4,763)
Net Loss Available to Common Stockholders	$ (8,657)	$ (4,751)	$ (8,918)	$ (4,684)
Basic and Diluted Earnings Per Share:				
Loss From Continuing Operations Available	$ (0.16)	$ (0.10)	$ (0.17)	$ (0.16)
Income from Discontinued Operations	$ 0.04	$ 0.04	$ 0.07	$ 0.10
Net Loss Available to Common Stockholders	$ (0.12)	$ (0.06)	$ (0.10)	$ (0.05)
Weighted Average Shares Outstanding	70,639	79,727	85,930	85,941

	Year Ended December 31, 2010			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Total Revenues	$ 82,709	$ 80,756	$ 78,186	$ 80,127
Equity in (Loss) Income of Joint Ventures	(459)	582	(398)	950
Noncontrolling Interest Allocable to Continuing Operations	2,309	1,870	7,419	2,065
Loss from Continuing Operations, Net of Income Tax and Noncontrolling Interest	(21,776)	(17,308)	(81,979)	(20,973)
Income (Loss) from Discontinued Operations, Net of Income Tax	4,544	4,069	(72,873)	(2,177)
Noncontrolling Interest Allocable to Discontinued Operations	(356)	(309)	5,664	176
Gain (Loss) on Sale of Real Estate, Net of Income Tax	731	—	(214)	—
Noncontrolling Interest Allocable to Gain (Loss) on Sale of Real Estate	(57)	—	17	—
Net Loss Attributable to First Industrial Realty Trust, Inc.	(16,914)	(13,548)	(149,385)	(22,974)
Preferred Stock Dividends	(4,960)	(4,979)	(4,884)	(4,854)
Net Loss Available to Common Stockholders	$(21,874)	$(18,527)	$(154,269)	$(27,828)
Basic and Diluted Earnings Per Share:				
Loss From Continuing Operations Available	$ (0.42)	$ (0.35)	$ (1.38)	$ (0.40)
Income (Loss) from Discontinued Operations	$ 0.07	$ 0.06	$ (1.07)	$ (0.03)
Net Loss Available to Common Stockholders	$ (0.35)	$ (0.29)	$ (2.44)	$ (0.43)
Weighted Average Shares Outstanding	61,797	62,838	63,100	64,049

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FIRST INDUSTRIAL REALTY TRUST, INC.
SCHEDULE III:
REAL ESTATE AND ACCUMULATED DEPRECIATION
As of December 31, 2011
(Dollars in thousand)

			(b) Initial Cost		(c) Costs Capitalized Subsequent to Acquisition or Completion and Valuation Provision	Gross Amount Carried At Close of Period 12/31/11					
Building Address	Location (City/State)	(a) Encumbrances	Land	Buildings		Land	Building and Improvements	Total	Accumulated Depreciation 12/31/2011	Year Acquired/ Constructed	Depreciable Lives (Years)
					(Dollars in thousands)						
Atlanta											
4250 River Green Parkway	Duluth, GA	$ —	$ 264	$ 1,522	$ (67)	$ 214	$ 1,505	$ 1,719	$ 710	1994	(l)
3450 Corporate Parkway	Duluth, GA	—	506	2,904	(823)	284	2,303	2,587	1,214	1994	(l)
1650 Highway 155	McDonough, GA	—	788	4,544	(1,205)	365	3,762	4,127	2,073	1994	(l)
1665 Dogwood Drive	Conyers, GA	—	635	3,662	587	635	4,249	4,884	1,789	1994	(l)
1715 Dogwood	Conyers, GA	—	288	1,675	783	228	2,518	2,746	893	1994	(l)
11235 Harland Drive	Covington, GA	—	125	739	169	125	908	1,033	377	1994	(l)
4051 Southmeadow Parkway	Atlanta, GA	—	726	4,130	875	726	5,005	5,731	2,002	1994	(l)
4071 Southmeadow Parkway	Atlanta, GA	—	750	4,460	1,631	828	6,013	6,841	2,435	1994	(l)
4081 Southmeadow Parkway	Atlanta, GA	—	1,012	5,918	1,651	1,157	7,424	8,581	3,048	1994	(l)
5570 Tulane Dr (d)	Atlanta, GA	2,281	527	2,984	990	546	3,955	4,501	1,369	1996	(l)
955 Cobb Place	Kennesaw, GA	3,018	780	4,420	754	804	5,150	5,954	2,010	1997	(l)
1005 Sigman Road	Conyers, GA	2,118	566	3,134	433	574	3,559	4,133	1,034	1999	(l)
2050 East Park Drive	Conyers, GA	—	452	2,504	143	459	2,640	3,099	799	1999	(l)
1256 Oakbrook Drive	Norcross, GA	1,243	336	1,907	210	339	2,114	2,453	523	2001	(l)
1265 Oakbrook Drive	Norcross, GA	1,170	307	1,742	259	309	1,999	2,308	510	2001	(l)
1280 Oakbrook Drive	Norcross, GA	1,211	281	1,592	313	283	1,903	2,186	550	2001	(l)
1300 Oakbrook Drive	Norcross, GA	1,699	420	2,381	267	423	2,645	3,068	685	2001	(l)
1325 Oakbrook Drive	Norcross, GA	1,349	332	1,879	224	334	2,101	2,435	526	2001	(l)
1351 Oakbrook Drive	Norcross, GA	—	370	2,099	(992)	146	1,331	1,477	584	2001	(l)
1346 Oakbrook Drive	Norcross, GA	—	740	4,192	(715)	352	3,865	4,217	1,312	2001	(l)
1412 Oakbrook Drive	Norcross, GA	—	313	1,776	(1,053)	101	935	1,036	438	2001	(l)
3060 South Park Blvd	Ellenwood, GA	—	1,600	12,464	1,590	1,604	14,050	15,654	3,469	2003	(l)
Greenwood Industrial Park	McDonough, GA	4,580	1,550	—	7,485	1,550	7,485	9,035	1,384	2004	(l)
46 Kent Drive	Cartersville GA	1,779	794	2,252	6	798	2,254	3,052	556	2005	(l)
100 Dorris Williams	Villa Rica GA	1,640	401	3,754	(749)	406	3,000	3,406	548	2005	(l)
605 Stonehill Drive	Atlanta, GA	1,571	485	1,979	(38)	490	1,936	2,426	1,155	2005	(l)
5095 Phillip Lee Drive	Atlanta, GA	4,982	735	3,627	588	740	4,210	4,950	1,763	2005	(l)
6514 Warren Drive	Norcross, GA	—	510	1,250	(61)	513	1,186	1,699	271	2005	(l)
6544 Warren Drive	Norcross, GA	—	711	2,310	284	715	2,590	3,305	570	2005	(l)
5356 E. Ponce De Leon	Stone Mountain, GA	2,765	604	3,888	208	610	4,090	4,700	1,498	2005	(l)

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SCHEDULE III:

REAL ESTATE AND ACCUMULATED DEPRECIATION
As of December 31, 2011
(Dollars in thousands)

Building Address	Location (City/State)	(a) Encumbrances	(b) Initial Cost Land	(b) Initial Cost Buildings	(c) Costs Capitalized Subsequent to Acquisition or Completion and Valuation Provision	Gross Amount Carried At Close of Period 12/31/11 Land	Gross Amount Carried At Close of Period 12/31/11 Building and Improvements	Gross Amount Carried At Close of Period 12/31/11 Total	Accumulated Depreciation 12/31/2011	Year Acquired/ Constructed	Depreciable Lives (Years)
					(Dollars in thousands)						
5390 E. Ponce De Leon	Stone Mountain, GA	—	397	1,791	21	402	1,807	2,209	483	2005	(l)
195 & 197 Collins Boulevard	Athens, GA	—	1,410	5,344	(1,742)	989	4,023	5,012	2,520	2005	(l)
1755 Enterprise Drive	Buford, GA	1,529	712	2,118	(10)	716	2,104	2,820	568	2006	(l)
4555 Atwater Court	Buford, GA	2,582	881	3,550	567	885	4,113	4,998	1,191	2006	(l)
80 Liberty Industrial Parkway	McDonough, GA	—	756	3,695	(1,333)	467	2,651	3,118	743	2007	(l)
596 Bonnie Valentine	Pendergrass, GA	—	2,580	21,730	2,585	2,594	24,301	26,895	3,435	2007	(l)
11415 Old Roswell Road	Alpharetta, GA	—	2,403	1,912	491	2,428	2,378	4,806	476	2008	(l)
Baltimore											
1820 Portal	Baltimore, MD	—	884	4,891	1,025	899	5,901	6,800	1,839	1998	(l)
9700 Martin Luther King Hwy	Lanham, MD	—	700	1,920	377	700	2,297	2,997	530	2003	(l)
9730 Martin Luther King Hwy	Lanham, MD	—	500	955	418	500	1,373	1,873	452	2003	(l)
4621 Boston Way	Lanham, MD	—	1,100	3,070	298	1,100	3,368	4,468	839	2003	(l)
4720 Boston Way	Lanham, MD	—	1,200	2,174	497	1,200	2,671	3,871	640	2003	(l)
22520 Randolph Drive	Dulles, VA	7,745	3,200	8,187	(150)	3,208	8,029	11,237	1,815	2004	(l)
22630 Dulles Summit Court	Dulles, VA	—	2,200	9,346	(20)	2,206	9,320	11,526	2,117	2004	(l)
4201 Forbes Boulevard	Lanham, MD	—	356	1,823	341	375	2,145	2,520	573	2005	(l)
4370-4383 Lottsford Vista Rd.	Lanham, MD	—	279	1,358	220	296	1,561	1,857	429	2005	(l)
4400 Lottsford Vista Rd.	Lanham, MD	—	351	1,955	229	372	2,163	2,535	525	2005	(l)
4420 Lottsford Vista Road	Lanham, MD	—	539	2,196	241	568	2,408	2,976	643	2005	(l)
11204 McCormick Road	Hunt Valley, MD	—	1,017	3,132	51	1,038	3,162	4,200	932	2005	(l)
11110 Pepper Road	Hunt Valley, MD	—	918	2,529	376	938	2,885	3,823	836	2005	(l)
11100-11120 Gilroy Road	Hunt Valley, MD	—	901	1,455	(55)	919	1,382	2,301	334	2005	(l)
318 Clubhouse Lane	Hunt Valley, MD	—	701	1,691	(47)	718	1,627	2,345	387	2005	(l)
10709 Gilroy Road	Hunt Valley, MD	—	913	2,705	(113)	913	2,592	3,505	889	2005	(l)
10707 Gilroy Road	Hunt Valley, MD	—	1,111	3,819	55	1,136	3,849	4,985	980	2005	(l)
38 Loveton Circle	Sparks, MD	—	1,648	2,151	(226)	1,690	1,883	3,573	493	2005	(l)
7120-7132 Ambassador Road	Baltimore, MD	—	829	1,329	406	847	1,717	2,564	361	2005	(l)
7142 Ambassador Road	Hunt Valley, MD	—	924	2,876	2,374	942	5,232	6,174	830	2005	(l)
7144-7162 Ambassador Road	Baltimore, MD	—	979	1,672	433	1,000	2,084	3,084	759	2005	(l)
7223-7249 Ambassador Road	Woodlawn, MD	—	1,283	2,674	(40)	1,311	2,606	3,917	877	2005	(l)
7200 Rutherford Road	Baltimore, MD	—	1,032	2,150	242	1,054	2,370	3,424	635	2005	(l)
2700 Lord Baltimore Road	Baltimore, MD	—	875	1,826	1,107	897	2,911	3,808	955	2005	(l)
1225 Bengies Road	Baltimore, MD	—	2,640	270	14,660	2,823	14,747	17,570	2,028	2008	(l)
Central Pennsylvania											
1214-B Freedom Road	Cranberry Township, PA	1,362	31	994	613	200	1,438	1,638	1,099	1994	(l)

SCHEDULE III:

REAL ESTATE AND ACCUMULATED DEPRECIATION
As of December 31, 2011
(Dollars in thousands)

Building Address	Location (City/State)	(a) Encumbrances	(b) Initial Cost		(c) Costs Capitalized Subsequent to Acquisition or Completion and Valuation Provision	Gross Amount Carried At Close of Period 12/31/11			Accumulated Depreciation 12/31/2011	Year Acquired/ Constructed	Depreciable Lives (Years)
			Land	Buildings		Land	Building and Improvements	Total			
					(Dollars in thousands)						
401 Russell Drive	Middletown, PA	1,240	262	857	1,755	287	2,587	2,874	1,755	1994	(l)
2700 Commerce Drive	Middletown, PA	—	196	997	856	206	1,843	2,049	1,214	1994	(l)
2701 Commerce Drive	Middletown, PA	1,883	141	859	1,263	164	2,099	2,263	1,245	1994	(l)
2780 Commerce Drive	Middletown, PA	1,682	113	743	1,165	209	1,812	2,021	1,238	1994	(l)
350 Old Silver Spring Road	Mechanicsburg, PA	—	510	2,890	6,396	541	9,255	9,796	3,020	1997	(l)
16522 Hunters Green Parkway	Hagerstown, MD	12,962	1,390	13,104	3,893	1,863	16,524	18,387	3,480	2003	(l)
18212 Shawley Drive	Hagerstown, MD	6,748	1,000	5,847	1,198	1,016	7,029	8,045	1,699	2004	(l)
37 Valleyview Business Park	Jessup, PA	2,926	542	—	2,974	532	2,984	3,516	523	2004	(l)
301 Railroad Avenue	Shiremanstown, PA	—	1,181	4,447	2,412	1,328	6,712	8,040	1,870	2005	(l)
431 Railroad Avenue	Shiremanstown, PA	8,882	1,293	7,164	2,063	1,341	9,179	10,520	2,697	2005	(l)
6951 Allentown Blvd	Harrisburg, PA	—	585	3,176	124	601	3,284	3,885	811	2005	(l)
320 Museum Road	Washington, PA	—	201	1,819	(162)	178	1,680	1,858	632	2005	(l)
1351 Eisenhower Blvd., Bldg 1	Harrisburg, PA	1,920	382	2,343	39	387	2,377	2,764	524	2006	(l)
1351 Eisenhower Blvd., Bldg 2	Harrisburg, PA	1,417	436	1,587	52	443	1,632	2,075	411	2006	(l)
1490 Commerce Avenue	Carlisle, PA	—	1,500	—	13,845	2,341	13,004	15,345	1,579	2008	(l)
600 First Avenue	Gouldsboro, PA	—	7,022	—	58,189	7,019	58,192	65,211	5,010	2008	(l)
225 Cross Farm Lane	York, PA	18,885	4,718	—	23,567	4,715	23,570	28,285	2,510	2008	(l)
Chicago											
720-730 Landwehr Road	Northbrook, IL	—	521	2,982	1,076	521	4,058	4,579	1,983	1994	(l)
20W201 101st Street	Lemont, IL	4,149	967	5,554	1,579	968	7,132	8,100	2,712	1994	(l)
6750 South Sayre Avenue	Bedford Park, IL	—	224	1,309	555	224	1,864	2,088	754	1994	(l)
585 Slawin Court	Mount Prospect, IL	—	611	3,505	1,644	525	5,235	5,760	2,387	1994	(l)
2300 Windsor Court	Addison, IL	3,930	688	3,943	1,255	696	5,190	5,886	2,325	1994	(l)
3505 Thayer Court	Aurora, IL	—	430	2,472	396	430	2,868	3,298	1,208	1994	(l)
305-311 Era Drive	Northbrook, IL	—	200	1,154	916	205	2,065	2,270	623	1994	(l)
3150-3160 MacArthur Boulevard	Northbrook, IL	—	429	2,518	135	429	2,653	3,082	1,143	1994	(l)
365 North Avenue	Carol Stream, IL	6,256	1,042	6,882	2,621	1,073	9,472	10,545	4,093	1994	(l)
11241 Melrose Street	Franklin Park, IL	—	332	1,931	42	208	2,097	2,305	1,163	1995	(l)
11939 S Central Avenue	Alsip, IL	—	1,208	6,843	2,633	1,305	9,379	10,684	3,079	1997	(l)
405 East Shawmut	LaGrange, IL	—	368	2,083	(1,046)	81	1,324	1,405	830	1997	(l)
1010-50 Sesame Street	Bensenville, IL	—	979	5,546	2,782	1,048	8,259	9,307	2,698	1997	(l)
2120-24 Roberts	Broadview, IL	—	220	1,248	219	231	1,456	1,687	501	1998	(l)
800 Business Center Drive	Mount Prospect, IL	—	631	3,493	328	666	3,786	4,452	1,034	2000	(l)
580 Slawin Court	Mount Prospect, IL	—	233	1,292	(29)	162	1,334	1,496	427	2000	(l)
19W661 101st Street	Lemont, IL	—	1,200	6,643	1,957	1,220	8,580	9,800	2,899	2001	(l)
175 Wall Street	Glendale Heights, IL	1,497	427	2,363	163	433	2,520	2,953	658	2002	(l)

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					(Dollars in thousands)						
800-820 Thorndale Avenue	Bensenville, IL	—	751	4,159	2,336	761	6,485	7,246	2,126	2002	(l)
251 Airport Road	North Aurora, IL	5,325	983	—	6,711	983	6,711	7,694	1,589	2002	(l)
1661 Feehanville Drive	Mount Prospect, IL	—	985	5,455	2,243	1,044	7,639	8,683	2,224	2004	(l)
1850 Touhy & 1158 McCage Ave.	Elk Grove Village, IL	—	1,500	4,842	(95)	1,514	4,733	6,247	1,175	2004	(l)
1088-1130 Thorndale Avenue	Bensenville, IL	-	2,103	3,674	249	2,108	3,918	6,026	1,220	2005	(l)
855-891 Busse Rd.	Bensenville, IL	—	1,597	2,767	(72)	1,601	2,691	4,292	821	2005	(l)
1060-1074 W. Thorndale Ave	Bensenville, IL	—	1,704	2,108	298	1,709	2,401	4,110	779	2005	(l)
400 Crossroads Pkwy	Bolingbrook, IL	5,658	1,178	9,453	927	1,181	10,377	11,558	2,508	2005	(l)
7609 W. Industrial Drive	Forest Park, IL	—	1,207	2,343	210	1,213	2,547	3,760	833	2005	(l)
7801 W. Industrial Drive	Forest Park, IL	—	1,215	3,020	240	1,220	3,255	4,475	866	2005	(l)
825 E. 26th Street	LaGrange, IL	—	1,547	2,078	2,639	1,617	4,647	6,264	1,580	2005	(l)
725 Kimberly Drive	Carol Stream, IL	—	793	1,395	203	801	1,590	2,391	396	2005	(l)
17001 S. Vincennes	Thornton, IL	—	497	504	24	513	512	1,025	249	2005	(l)
1111 Davis Road	Elgin, IL	—	998	1,859	910	1,046	2,721	3,767	1,219	2006	(l)
2900 W. 166th Street	Markham, IL	—	1,132	4,293	723	1,134	5,014	6,148	1,456	2007	(l)
555 W. Algonquin Rd	Arlington Heights, IL	1,912	574	741	2,053	579	2,789	3,368	524	2007	(l)
7000 W. 60th Street	Chicago, IL	—	609	932	237	667	1,111	1,778	575	2007	(l)
9501 Nevada	Franklin Park, IL	7,568	2,721	5,630	101	2,737	5,715	8,452	930	2008	(l)
1501 Oakton Street	Elk Grove Village, IL	—	3,369	6,121	139	3,482	6,147	9,629	1,224	2008	(l)
16500 W. 103rd Street	Woodridge, IL	2,785	744	2,458	405	760	2,848	3,608	526	2008	(l)
Cincinnati											
9900-9970 Princeton	Cincinnati, OH	—	545	3,088	1,443	566	4,510	5,076	1,700	1996	(l)
2940 Highland Avenue	Cincinnati, OH	—	1,717	9,730	(650)	1,146	9,651	10,797	4,440	1996	(l)
4700-4750 Creek Road	Blue Ash, OH	—	1,080	6,118	1,126	1,109	7,215	8,324	2,593	1996	(l)
901 Pleasant Valley Drive	Springboro, OH	—	304	1,721	(406)	190	1,429	1,619	609	1998	(l)
4436 Mulhauser Road	Hamilton, OH	3,813	630	—	5,081	630	5,081	5,711	1,146	2002	(l)
4438 Mulhauser Road	Hamilton, OH	4,946	779	—	6,738	779	6,738	7,517	1,840	2002	(l)
420 Wards Corner Road	Loveland, OH	—	600	1,083	695	606	1,772	2,378	487	2003	(l)
422 Wards Corner Road	Loveland, OH	—	600	1,811	(26)	592	1,793	2,385	485	2003	(l)
4663 Dues Drive	Westchester, OH	—	858	2,273	962	875	3,218	4,093	2,104	2005	(l)
9345 Princeton-Glendale Road	Westchester, OH	1,553	818	1,648	357	840	1,983	2,823	732	2006	(l)
9525 Glades Drive	Westchester, OH	—	347	1,323	235	355	1,550	1,905	423	2007	(l)
9776-9876 Windisch Road	Westchester, OH	—	392	1,744	(1)	394	1,741	2,135	348	2007	(l)
9810-9822 Windisch Road	Westchester, OH	—	395	2,541	27	397	2,566	2,963	399	2007	(l)
9842-9862 Windisch Road	Westchester, OH	—	506	3,148	68	508	3,214	3,722	454	2007	(l)
9872-9898 Windisch Road	Westchester, OH	—	546	3,039	62	548	3,099	3,647	507	2007	(l)
9902-9922 Windisch Road	Westchester, OH	—	623	4,003	208	627	4,207	4,834	782	2007	(l)

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					(Dollars in thousands)						
Cleveland											
31311 Emerald Valley Pkwy.	Glenwillow, OH	9,674	681	11,838	968	691	12,796	13,487	2,583	2006	(l)
30333 Emerald Valley Pkwy.	Glenwillow, OH	4,891	466	5,447	134	475	5,572	6,047	1,321	2006	(l)
7800 Cochran Road	Glenwillow, OH	7,004	972	7,033	288	991	7,302	8,293	1,692	2006	(l)
7900 Cochran Road	Glenwillow, OH	5,367	775	6,244	5	792	6,232	7,024	1,256	2006	(l)
7905 Cochran Road	Glenwillow, OH	—	920	6,174	270	921	6,443	7,364	1,340	2006	(l)
30600 Carter Street	Solon, OH	—	989	3,042	448	1,022	3,457	4,479	1,661	2006	(l)
8181 Darrow Road	Twinsburg, OH	7,473	2,478	6,791	1,922	2,496	8,696	11,192	1,713	2008	(l)
Columbus											
3800 Lockbourne Industrial Pkwy	Columbus, OH	—	1,045	6,421	(1,759)	609	5,098	5,707	2,348	1996	(l)
3880 Groveport Road	Columbus, OH	—	1,955	12,154	(3,138)	1,275	9,696	10,971	4,369	1996	(l)
1819 North Walcutt Road	Columbus, OH	—	637	4,590	(1,190)	374	3,663	4,037	1,487	1997	(l)
4115 Leap Road (d)	Hillard, OH	—	756	4,297	1,636	756	5,933	6,689	2,069	1998	(l)
3300 Lockbourne	Columbus, OH	—	708	3,920	(2,050)	162	2,416	2,578	1,513	1998	(l)
1076 Pittsburgh Drive	Delaware, OH	—	2,265	4,733	(49)	2,184	4,765	6,949	1,220	2005	(l)
6150 Huntly Road	Columbus, OH	—	920	4,810	(1,733)	591	3,406	3,997	857	2005	(l)
4985 Frusta Drive	Obetz, OH	—	318	837	255	326	1,084	1,410	392	2006	(l)
4600 S. Hamilton Road	Columbus, OH	—	681	5,941	(3,327)	236	3,059	3,295	915	2006	(l)
4311 Janitrol Road	Groveport, OH	—	662	4,332	1,419	675	5,738	6,413	1,387	2007	(l)
Dallas/Fort Worth											
2406-2416 Walnut Ridge	Dallas, TX	—	178	1,006	606	172	1,618	1,790	459	1997	(l)
2401-2419 Walnut Ridge	Dallas, TX	—	148	839	397	142	1,242	1,384	313	1997	(l)
900-906 Great Southwest Pkwy	Arlington, TX	—	237	1,342	600	270	1,909	2,179	597	1997	(l)
3000 West Commerce	Dallas, TX	—	456	2,584	1,110	469	3,681	4,150	1,178	1997	(l)
3030 Hansboro	Dallas, TX	—	266	1,510	(615)	87	1,074	1,161	646	1997	(l)
405-407 113th	Arlington, TX	—	181	1,026	581	185	1,603	1,788	494	1997	(l)
816 111th Street	Arlington, TX	872	251	1,421	132	258	1,546	1,804	558	1997	(l)
7427 Dogwood Park	Richland Hills, TX	—	96	532	569	102	1,095	1,197	501	1998	(l)
7348-54 Tower Street	Richland Hills, TX	—	88	489	225	94	708	802	238	1998	(l)
7339-41 Tower Street	Richland Hills, TX	—	98	541	172	104	707	811	216	1998	(l)
7437-45 Tower Street	Richland Hills, TX	—	102	563	170	108	727	835	220	1998	(l)
7331-59 Airport Freeway	Richland Hills, TX	1,758	354	1,958	321	372	2,261	2,633	761	1998	(l)
7338-60 Dogwood Park	Richland Hills, TX	—	106	587	123	112	704	816	226	1998	(l)
7450-70 Dogwood Park	Richland Hills, TX	—	106	584	146	112	724	836	250	1998	(l)
7423-49 Airport Freeway	Richland Hills, TX	1,485	293	1,621	309	308	1,915	2,223	631	1998	(l)
7400 Whitehall Street	Richland Hills, TX	—	109	603	61	115	658	773	214	1998	(l)
1602-1654 Terre Colony	Dallas, TX	1,867	458	2,596	810	468	3,396	3,864	941	2000	(l)

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			Land	Buildings		Land	Building and Improvements	Total			
					(Dollars in thousands)						
2351-2355 Merritt Drive	Garland, TX	—	101	574	87	92	670	762	212	2000	(l)
701-735 North Plano Road	Richardson, TX	—	696	3,944	(1,339)	268	3,033	3,301	1,186	2000	(l)
2220 Merritt Drive	Garland, TX	—	352	1,993	852	316	2,881	3,197	981	2000	(l)
2010 Merritt Drive	Garland, TX	—	350	1,981	354	318	2,367	2,685	786	2000	(l)
2363 Merritt Drive	Garland, TX	—	73	412	72	47	510	557	213	2000	(l)
2447 Merritt Drive	Garland, TX	—	70	395	(107)	23	335	358	137	2000	(l)
2465-2475 Merritt Drive	Garland, TX	—	91	514	35	71	569	640	176	2000	(l)
2485-2505 Merritt Drive	Garland, TX	—	431	2,440	851	426	3,296	3,722	880	2000	(l)
2081 Hutton Drive—Bldg 1 (e)	Carrolton, TX	—	448	2,540	(489)	265	2,234	2,499	704	2001	(l)
2110 Hutton Drive	Carrolton, TX	—	374	2,117	(355)	251	1,885	2,136	721	2001	(l)
2025 McKenzie Drive	Carrolton, TX	1,583	437	2,478	363	442	2,836	3,278	882	2001	(l)
2019 McKenzie Drive	Carrolton, TX	1,885	502	2,843	557	507	3,395	3,902	1,020	2001	(l)
1420 Valwood Parkway—Bldg 1 (d)	Carrolton, TX	—	460	2,608	(1,467)	112	1,489	1,601	797	2001	(l)
1620 Valwood Parkway (e)	Carrolton, TX	—	1,089	6,173	(1,309)	605	5,348	5,953	1,829	2001	(l)
1505 Luna Road—Bldg II	Carrolton, TX	—	167	948	(480)	68	567	635	254	2001	(l)
1625 West Crosby Road	Carrolton, TX	—	617	3,498	(732)	381	3,002	3,383	982	2001	(l)
2029-2035 McKenzie Drive	Carrolton, TX	1,586	306	1,870	234	306	2,104	2,410	543	2001	(l)
1840 Hutton Drive (d)	Carrolton, TX	—	811	4,597	(560)	567	4,281	4,848	1,362	2001	(l)
1420 Valwood Pkwy—Bldg II	Carrolton, TX	—	373	2,116	300	366	2,423	2,789	616	2001	(l)
2015 McKenzie Drive	Carrolton, TX	2,629	510	2,891	397	516	3,282	3,798	942	2001	(l)
2009 McKenzie Drive	Carrolton, TX	2,460	476	2,699	379	481	3,073	3,554	890	2001	(l)
1505 Luna Road—Bldg I	Carrolton, TX	—	521	2,953	(1,965)	129	1,380	1,509	735	2001	(l)
2104 Hutton Drive	Carrolton, TX	—	246	1,393	(422)	130	1,087	1,217	372	2001	(l)
900-1100 Avenue S	Grand Prairie, TX	2,679	623	3,528	1,395	629	4,917	5,546	1,267	2002	(l)
Plano Crossing (f)	Plano, TX	9,699	1,961	11,112	940	1,981	12,032	14,013	2,989	2002	(l)
7413A-C Dogwood Park	Richland Hills, TX	—	110	623	249	111	871	982	197	2002	(l)
7450 Tower Street	Richland Hills, TX	—	36	204	103	36	307	343	80	2002	(l)
7436 Tower Street	Richland Hills, TX	—	57	324	195	58	518	576	98	2002	(l)
7426 Tower Street	Richland Hills, TX	—	76	429	240	76	669	745	152	2002	(l)
7427-7429 Tower Street	Richland Hills, TX	—	75	427	130	76	556	632	136	2002	(l)
2840-2842 Handley Ederville Rd	Richland Hills, TX	—	112	635	51	113	685	798	161	2002	(l)
7451-7477 Airport Freeway	Richland Hills, TX	1,347	256	1,453	309	259	1,759	2,018	433	2002	(l)
7450 Whitehall Street	Richland Hills, TX	—	104	591	414	105	1,004	1,109	210	2002	(l)
3000 Wesley Way	Richland Hills, TX	892	208	1,181	18	211	1,196	1,407	277	2002	(l)
7451 Dogwood Park	Richland Hills, TX	602	133	753	29	134	781	915	187	2002	(l)
825-827 Avenue H (d)	Arlington, TX	—	600	3,006	33	604	3,035	3,639	906	2004	(l)
1013-31 Avenue M	Grand Prairie, TX	-	300	1,504	227	302	1,729	2,031	402	2004	(l)
1172-84 113th Street (d)	Grand Prairie, TX	2,077	700	3,509	(94)	704	3,411	4,115	866	2004	(l)

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1200-16 Avenue H (d)	Arlington, TX	1,838	600	2,846	248	604	3,090	3,694	682	2004	(l)
1322-66 N. Carrier Parkway (e)	Grand Prairie, TX	—	1,000	5,012	131	1,006	5,137	6,143	1,262	2004	(l)
2401-2407 Centennial Dr	Arlington, TX	2,266	600	2,534	45	604	2,575	3,179	834	2004	(l)
3111 West Commerce Street	Dallas, TX	—	1,000	3,364	101	1,011	3,454	4,465	1,225	2004	(l)
9150 North Royal Lane	Irving, TX	—	818	3,767	(1,939)	344	2,302	2,646	893	2005	(l)
13800 Senlac Drive	Farmers Ranch, TX	—	823	4,042	(89)	825	3,951	4,776	837	2005	(l)
801-831 S Great Southwest Pkwy (g)	Grand Prairie, TX	—	2,581	16,556	(876)	2,586	15,675	18,261	5,220	2005	(l)
801-842 Heinz Way	Grand Prairie, TX	2,979	599	3,327	349	601	3,674	4,275	1,206	2005	(l)
901-937 Heinz Way	Grand Prairie, TX	2,204	493	2,758	(14)	481	2,756	3,237	1,008	2005	(l)
3301 Century Circle	Irving, TX	2,578	760	3,856	204	771	4,049	4,820	665	2007	(l)
First Garland Dist Ctr.	Garland, TX	—	1,912	—	14,941	1,947	14,906	16,853	1,887	2008	(l)
Denver											
4785 Elati	Denver, CO	—	173	981	169	175	1,148	1,323	365	1997	(l)
4770 Fox Street	Denver, CO	—	132	750	201	134	949	1,083	306	1997	(l)
3871 Revere	Denver, CO	1,300	361	2,047	282	368	2,322	2,690	786	1997	(l)
4570 Ivy Street	Denver, CO	1,087	219	1,239	256	220	1,494	1,714	511	1997	(l)
5855 Stapleton Drive North	Denver, CO	1,339	288	1,630	194	290	1,822	2,112	635	1997	(l)
5885 Stapleton Drive North	Denver, CO	1,811	376	2,129	350	380	2,475	2,855	902	1997	(l)
5977-5995 North Broadway	Denver, CO	1,397	268	1,518	306	271	1,821	2,092	605	1997	(l)
5952-5978 North Broadway	Denver, CO	2,397	414	2,346	831	422	3,169	3,591	1,096	1997	(l)
4721 Ironton Street	Denver, CO	—	232	1,313	24	236	1,333	1,569	441	1997	(l)
East 47th Drive—A	Denver, CO	—	441	2,689	(30)	441	2,659	3,100	953	1997	(l)
9500 West 49th Street—A	Wheatridge, CO	—	283	1,625	71	287	1,692	1,979	620	1997	(l)
9500 West 49th Street—B	Wheatridge, CO	—	225	1,272	192	227	1,462	1,689	535	1997	(l)
9500 West 49th Street—C	Wheatridge, CO	—	600	3,409	114	601	3,522	4,123	1,254	1997	(l)
9500 West 49th Street—D	Wheatridge, CO	—	246	1,537	400	247	1,936	2,183	694	1997	(l)
451-591 East 124th Avenue	Littleton, CO	—	383	2,145	96	383	2,241	2,624	704	1997	(l)
608 Garrison Street	Lakewood, CO	—	265	1,501	419	269	1,916	2,185	677	1997	(l)
610 Garrison Street	Lakewood, CO	—	264	1,494	445	265	1,938	2,203	659	1997	(l)
15000 West 6th Avenue	Golden, CO	—	913	5,174	868	918	6,037	6,955	2,089	1997	(l)
14998 West 6th Avenue Bldg E	Golden, CO	—	565	3,199	342	570	3,536	4,106	1,256	1997	(l)
14998 West 6th Avenue Bldg F	Englewood, CO	—	269	1,525	104	273	1,625	1,898	561	1997	(l)
12503 East Euclid Drive	Denver, CO	—	1,208	6,905	364	1,036	7,441	8,477	2,710	1997	(l)
6547 South Racine Circle	Englewood, CO	2,958	739	4,241	328	739	4,569	5,308	1,657	1997	(l)
11701 East 53rd Avenue	Denver, CO	—	416	2,355	262	422	2,611	3,033	927	1997	(l)
5401 Oswego Street	Denver, CO	—	273	1,547	343	278	1,885	2,163	660	1997	(l)
14818 West 6th Avenue Bldg A	Golden, CO	—	468	2,799	327	468	3,126	3,594	1,174	1997	(l)

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As of December 31, 2011
(Dollars in thousands)

Building Address	Location (City/State)	(a) Encumbrances	(b) Initial Cost Land	(b) Initial Cost Buildings	(c) Costs Capitalized Subsequent to Acquisition or Completion and Valuation Provision	Gross Amount Carried At Close of Period 12/31/11 Land	Gross Amount Carried At Close of Period 12/31/11 Building and Improvements	Gross Amount Carried At Close of Period 12/31/11 Total	Accumulated Depreciation 12/31/2011	Year Acquired/ Constructed	Depreciable Lives (Years)
					(Dollars in thousands)						
14828 West 6th Avenue Bldg B	Golden, CO	—	503	2,942	214	503	3,156	3,659	1,102	1997	(l)
445 Bryant Street	Denver, CO	7,196	1,829	10,219	2,848	1,829	13,067	14,896	4,219	1998	(l)
3811 Joliet	Denver, CO	—	735	4,166	448	752	4,597	5,349	1,566	1998	(l)
12055 E 49th Ave/4955 Peoria	Denver, CO	—	298	1,688	524	305	2,205	2,510	721	1998	(l)
4940-4950 Paris	Denver, CO	—	152	861	248	156	1,105	1,261	345	1998	(l)
4970 Paris	Denver, CO	—	95	537	144	97	679	776	228	1998	(l)
7367 South Revere Parkway	Englewood, CO	3,327	926	5,124	836	934	5,952	6,886	2,274	1998	(l)
8200 East Park Meadows Drive (d)	Lone Tree, CO	—	1,297	7,348	1,179	1,304	8,520	9,824	2,467	2000	(l)
3250 Quentin (d)	Aurora, CO	—	1,220	6,911	657	1,230	7,558	8,788	2,155	2000	(l)
Highpoint Bus Ctr B	Littleton, CO	—	739	—	3,408	781	3,366	4,147	807	2000	(l)
1130 W. 124th Ave.	Westminster, CO	—	441	—	3,889	441	3,889	4,330	1,388	2000	(l)
1070 W. 124th Ave.	Westminster, CO	—	374	—	2,792	374	2,792	3,166	680	2000	(l)
1020 W. 124th Ave.	Westminster, CO	—	374	—	2,784	374	2,784	3,158	708	2000	(l)
Jeffco Bus Ctr Phase I	Broomfield, CO	—	312	—	1,395	370	1,337	1,707	329	2001	(l)
960 W. 124th Ave	Westminster, CO	—	441	—	3,477	442	3,476	3,918	1,037	2001	(l)
8820 W. 116th Street	Broomfield, CO	—	338	1,918	330	372	2,214	2,586	490	2003	(l)
8835 W. 116th Street	Broomfield, CO	—	1,151	6,523	1,154	1,304	7,524	8,828	1,575	2003	(l)
18150 E. 32nd Street	Aurora, CO	1,959	563	3,188	305	572	3,484	4,056	861	2004	(l)
3400 Fraser Street	Aurora, CO	2,439	616	3,593	(168)	620	3,421	4,041	716	2005	(l)
7005 E. 46th Avenue Drive	Denver, CO	1,479	512	2,025	95	517	2,115	2,632	495	2005	(l)
4001 Salazar Way	Frederick, CO	4,189	1,271	6,508	(88)	1,276	6,415	7,691	1,364	2006	(l)
5909-5915 N. Broadway	Denver, CO	952	495	1,268	85	500	1,348	1,848	368	2006	(l)
555 Corporate Circle	Golden, CO	—	499	2,673	2,156	559	4,769	5,328	684	2006	(l)
Detroit											
1731 Thorncroft	Troy, MI	—	331	1,904	189	331	2,093	2,424	880	1994	(l)
47461 Clipper	Plymouth Township, MI	—	122	723	66	122	789	911	348	1994	(l)
238 Executive Drive	Troy, MI	—	52	173	514	100	639	739	566	1994	(l)
449 Executive Drive	Troy, MI	—	125	425	1,057	218	1,389	1,607	1,195	1994	(l)
501 Executive Drive	Troy, MI	—	71	236	600	129	778	907	582	1994	(l)
451 Robbins Drive	Troy, MI	—	96	448	889	192	1,241	1,433	1,105	1994	(l)
1095 Crooks Road	Troy, MI	—	331	1,017	2,271	360	3,259	3,619	2,057	1994	(l)
1416 Meijer Drive	Troy, MI	—	94	394	516	121	883	1,004	806	1994	(l)
1624 Meijer Drive	Troy, MI	—	236	1,406	1,055	373	2,324	2,697	1,852	1994	(l)
1972 Meijer Drive	Troy, MI	—	315	1,301	738	372	1,982	2,354	1,531	1994	(l)
1621 Northwood Drive	Troy, MI	—	85	351	1,014	215	1,235	1,450	1,158	1994	(l)
1707 Northwood Drive	Troy, MI	—	95	262	1,316	239	1,434	1,673	1,178	1994	(l)
1788 Northwood Drive	Troy, MI	—	50	196	483	103	626	729	560	1994	(l)
1821 Northwood Drive	Troy, MI	—	132	523	855	220	1,290	1,510	1,165	1994	(l)

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1826 Northwood Drive	Troy, MI	—	55	208	472	103	632	735	550	1994	(l)
1864 Northwood Drive	Troy, MI	—	57	190	489	107	629	736	568	1994	(l)
2277 Elliott Avenue	Troy, MI	—	48	188	389	29	596	625	546	1994	(l)
2451 Elliott Avenue	Troy, MI	—	78	319	739	164	972	1,136	902	1994	(l)
2730 Research Drive	Rochester Hills, MI	—	903	4,215	1,402	903	5,617	6,520	3,937	1994	(l)
2791 Research Drive	Rochester Hills, MI	—	557	2,731	720	560	3,448	4,008	2,358	1994	(l)
2871 Research Drive	Rochester Hills, MI	—	324	1,487	570	327	2,054	2,381	1,346	1994	(l)
3011 Research Drive	Rochester Hills, MI	—	457	2,104	687	457	2,791	3,248	1,941	1994	(l)
2870 Technology Drive	Rochester Hills, MI	—	275	1,262	292	279	1,550	1,829	1,133	1994	(l)
2900 Technology Drive	Rochester Hills, MI	—	214	977	562	219	1,534	1,753	856	1994	(l)
2930 Technology Drive	Rochester Hills, MI	—	131	594	379	138	966	1,104	598	1994	(l)
2950 Technology Drive	Rochester Hills, MI	—	178	819	381	185	1,193	1,378	820	1994	(l)
23014 Commerce Drive	Farmington Hills, MI	—	39	203	216	56	402	458	302	1994	(l)
23028 Commerce Drive	Farmington Hills, MI	—	98	507	285	125	765	890	611	1994	(l)
23035 Commerce Drive	Farmington Hills, MI	—	71	355	278	93	611	704	487	1994	(l)
23042 Commerce Drive	Farmintgon Hills, MI	—	67	277	273	89	528	617	444	1994	(l)
23065 Commerce Drive	Farmington Hills, MI	—	71	408	285	93	671	764	477	1994	(l)
23079 Commerce Drive	Farmington Hills, MI	—	68	301	290	79	580	659	431	1994	(l)
23093 Commerce Drive	Farmington Hills, MI	—	211	1,024	805	295	1,745	2,040	1,423	1994	(l)
23135 Commerce Drive	Farmington Hills, MI	—	146	701	392	158	1,081	1,239	753	1994	(l)
23163 Commerce Drive	Farmington Hills, MI	—	111	513	341	138	827	965	605	1994	(l)
23177 Commerce Drive	Farmington Hills, MI	—	175	1,007	566	254	1,494	1,748	1,119	1994	(l)
23206 Commerce Drive	Farmington Hills, MI	—	125	531	367	137	886	1,023	629	1994	(l)
23370 Commerce Drive	Farmington Hills, MI	—	59	233	175	66	401	467	372	1994	(l)
6515 Cobb Drive	Sterling Heights, MI	—	305	1,753	242	305	1,995	2,300	830	1994	(l)
1451 East Lincoln Avenue	Madison Heights, MI	—	299	1,703	(476)	148	1,378	1,526	773	1995	(l)
4400 Purks Drive	Auburn Hills, MI	—	602	3,410	3,300	612	6,700	7,312	2,494	1995	(l)
32450 N Avis Drive	Madison Heights, MI	—	281	1,590	529	286	2,114	2,400	779	1996	(l)
12707 Eckles Road	Plymouth Township, MI	—	255	1,445	243	267	1,676	1,943	617	1996	(l)
9300-9328 Harrison Rd	Romulus, MI	—	147	834	395	154	1,222	1,376	430	1996	(l)
9330-9358 Harrison Rd	Romulus, MI	—	81	456	271	85	723	808	259	1996	(l)
28420-28448 Highland Rd	Romulus, MI	—	143	809	268	149	1,071	1,220	370	1996	(l)
28450-28478 Highland Rd	Romulus, MI	—	81	461	602	85	1,059	1,144	359	1996	(l)
28421-28449 Highland Rd	Romulus, MI	—	109	617	491	114	1,103	1,217	393	1996	(l)
28451-28479 Highland Rd	Romulus, MI	—	107	608	380	112	983	1,095	325	1996	(l)
28825-28909 Highland Rd	Romulus, MI	—	70	395	314	73	706	779	279	1996	(l)
28933-29017 Highland Rd	Romulus, MI	—	112	634	255	117	884	1,001	295	1996	(l)

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28824-28908 Highland Rd	Romulus, MI	—	134	760	441	140	1,195	1,335	373	1996	(l)
28932-29016 Highland Rd	Romulus, MI	—	123	694	453	128	1,142	1,270	343	1996	(l)
9710-9734 Harrison Rd	Romulus, MI	—	125	706	412	130	1,113	1,243	336	1996	(l)
9740-9772 Harrison Rd	Romulus, MI	—	132	749	311	138	1,054	1,192	354	1996	(l)
9840-9868 Harrison Rd	Romulus, MI	—	144	815	262	151	1,070	1,221	352	1996	(l)
9800-9824 Harrison Rd	Romulus, MI	—	117	664	343	123	1,001	1,124	325	1996	(l)
29265-29285 Airport Dr	Romulus, MI	—	140	794	299	147	1,086	1,233	412	1996	(l)
29185-29225 Airport Dr	Romulus, MI	—	140	792	502	146	1,288	1,434	400	1996	(l)
29149-29165 Airport Dr	Romulus, MI	—	216	1,225	248	226	1,463	1,689	550	1996	(l)
29101-29115 Airport Dr	Romulus, MI	—	130	738	257	136	989	1,125	372	1996	(l)
29031-29045 Airport Dr	Romulus, MI	—	124	704	130	130	828	958	317	1996	(l)
29050-29062 Airport Dr	Romulus, MI	—	127	718	230	133	942	1,075	337	1996	(l)
29120-29134 Airport Dr	Romulus, MI	—	161	912	268	169	1,172	1,341	423	1996	(l)
29200-29214 Airport Dr	Romulus, MI	—	170	963	292	178	1,247	1,425	458	1996	(l)
9301-9339 Middlebelt Rd	Romulus, MI	—	124	703	461	130	1,158	1,288	375	1996	(l)
32975 Capitol Avenue	Livonia, MI	—	135	748	(170)	77	636	713	273	1998	(l)
32920 Capitol Avenue	Livonia, MI	—	76	422	(91)	27	380	407	165	1998	(l)
11923 Brookfield Avenue	Livonia, MI	—	120	665	(350)	32	403	435	258	1998	(l)
11965 Brookfield Avenue	Livonia, MI	—	120	665	(382)	28	375	403	228	1998	(l)
13405 Stark Road	Livonia, MI	—	46	254	(3)	30	267	297	104	1998	(l)
1170 Chicago Road	Troy, MI	—	249	1,380	(428)	134	1,067	1,201	523	1998	(l)
1200 Chicago Road	Troy, MI	—	268	1,483	271	286	1,736	2,022	579	1998	(l)
450 Robbins Drive	Troy, MI	—	166	920	281	178	1,189	1,367	422	1998	(l)
1230 Chicago Road	Troy, MI	—	271	1,498	162	289	1,642	1,931	555	1998	(l)
12886 Westmore Avenue	Livonia, MI	—	190	1,050	(351)	86	803	889	389	1998	(l)
33025 Industrial Road	Livonia, MI	—	80	442	(324)	6	192	198	162	1998	(l)
47711 Clipper Street	Plymouth Township, MI	—	539	2,983	279	575	3,226	3,801	1,093	1998	(l)
32975 Industrial Road	Livonia, MI	—	160	887	(192)	92	763	855	328	1998	(l)
32985 Industrial Road	Livonia, MI	—	137	761	(329)	46	523	569	274	1998	(l)
32995 Industrial Road	Livonia, MI	—	160	887	(388)	53	606	659	347	1998	(l)
12874 Westmore Avenue	Livonia, MI	—	137	761	(275)	58	565	623	281	1998	(l)
1775 Bellingham	Troy, MI	—	344	1,902	365	367	2,244	2,611	752	1998	(l)
1785 East Maple	Troy, MI	—	92	507	140	98	641	739	201	1998	(l)
1807 East Maple	Troy, MI	—	321	1,775	(428)	191	1,477	1,668	638	1998	(l)
980 Chicago	Troy, MI	—	206	1,141	224	220	1,351	1,571	443	1998	(l)
1840 Enterprise Drive	Rochester Hills, MI	—	573	3,170	(2,266)	49	1,428	1,477	1,069	1998	(l)
1885 Enterprise Drive	Rochester Hills, MI	—	209	1,158	129	223	1,273	1,496	428	1998	(l)

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1935-55 Enterprise Drive	Rochester Hills, MI	—	1,285	7,144	1,317	1,371	8,375	9,746	2,631	1998	(l)
5500 Enterprise Court	Warren, MI	—	675	3,737	586	721	4,277	4,998	1,410	1998	(l)
750 Chicago Road	Troy, MI	—	323	1,790	503	345	2,271	2,616	811	1998	(l)
800 Chicago Road	Troy, MI	—	283	1,567	366	302	1,914	2,216	636	1998	(l)
850 Chicago Road	Troy, MI	—	183	1,016	218	196	1,221	1,417	400	1998	(l)
6833 Center Drive	Sterling Heights, MI	—	467	2,583	204	493	2,761	3,254	954	1998	(l)
1100 East Mandoline Road	Madison Heights, MI	—	888	4,915	(1,273)	332	4,198	4,530	1,920	1998	(l)
1120 John A. Papalas Drive (e)	Lincoln Park, MI	—	366	3,241	141	297	3,451	3,748	1,501	1998	(l)
4872 S. Lapeer Road	Lake Orion Twsp, MI	—	1,342	5,441	1,307	1,412	6,678	8,090	1,841	1999	(l)
22701 Trolley Industrial	Taylor, MI	—	795	—	7,326	849	7,272	8,121	2,145	1999	(l)
1400 Allen Drive	Troy, MI	—	209	1,154	231	212	1,382	1,594	406	2000	(l)
1408 Allen Drive	Troy, MI	—	151	834	133	153	965	1,118	302	2000	(l)
1305 Stephenson Hwy	Troy, MI	—	345	1,907	255	350	2,157	2,507	595	2000	(l)
32505 Industrial Drive	Madison Heights, MI	—	345	1,910	335	351	2,239	2,590	670	2000	(l)
1799-1813 Northfield Drive (d)	Rochester Hills, MI	—	481	2,665	256	490	2,912	3,402	831	2000	(l)
28435 Automation Blvd	Wixom, MI	—	621	—	3,742	628	3,735	4,363	711	2004	(l)
32200 N Avis Drive	Madison Heights, MI	—	503	3,367	(1,325)	195	2,350	2,545	684	2005	(l)
100 Kay Industrial Drive	Rion Township, MI	—	677	2,018	273	685	2,283	2,968	633	2005	(l)
32650 Capitol Avenue	Livonia, MI	—	282	1,128	(500)	167	743	910	148	2005	(l)
11800 Sears Drive	Livonia, MI	—	693	1,507	1,195	476	2,919	3,395	1,050	2005	(l)
1099 Chicago Road	Troy, MI	—	1,277	1,332	(1,470)	303	836	1,139	594	2005	(l)
42555 Merrill Road	Sterling Heights, MI	—	1,080	2,300	3,487	1,090	5,777	6,867	1,294	2006	(l)
200 Northpointe Drive	Orion Township, MI	—	723	2,063	36	734	2,088	2,822	561	2006	(l)
Houston											
2102-2314 Edwards Street	Houston, TX	—	348	1,973	1,937	382	3,876	4,258	1,141	1997	(l)
3351 Rauch St	Houston, TX	—	272	1,541	553	278	2,088	2,366	656	1997	(l)
3851 Yale St	Houston, TX	2,049	413	2,343	359	425	2,690	3,115	925	1997	(l)
3337-3347 Rauch Street	Houston, TX	—	227	1,287	447	233	1,728	1,961	522	1997	(l)
8505 N Loop East	Houston, TX	1,723	439	2,489	638	449	3,117	3,566	1,001	1997	(l)
4749-4799 Eastpark Dr	Houston, TX	2,556	594	3,368	1,330	611	4,681	5,292	1,525	1997	(l)
4851 Homestead Road	Houston, TX	3,212	491	2,782	1,367	504	4,136	4,640	1,280	1997	(l)
3365-3385 Rauch Street	Houston, TX	1,707	284	1,611	699	290	2,304	2,594	781	1997	(l)
5050 Campbell Road	Houston, TX	1,700	461	2,610	448	470	3,049	3,519	1,073	1997	(l)
4300 Pine Timbers	Houston, TX	—	489	2,769	725	499	3,484	3,983	1,225	1997	(l)
2500-2530 Fairway Park Drive	Houston, TX	3,427	766	4,342	1,985	792	6,301	7,093	1,859	1997	(l)

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6550 Longpointe	Houston, TX	1,407	362	2,050	501	370	2,543	2,913	881	1997	(l)
1815 Turning Basin Dr	Houston, TX	1,911	487	2,761	708	531	3,425	3,956	1,181	1997	(l)
1819 Turning Basin Dr	Houston, TX	—	231	1,308	478	251	1,766	2,017	552	1997	(l)
1805 Turning Basin Drive	Houston, TX	2,246	564	3,197	888	616	4,033	4,649	1,391	1997	(l)
9835A Genard Road	Houston, TX	—	1,505	8,333	3,170	1,581	11,427	13,008	3,182	1999	(l)
9835B Genard Road	Houston, TX	—	245	1,357	646	256	1,992	2,248	628	1999	(l)
11505 State Highway 225	LaPorte City, TX	4,573	940	4,675	606	940	5,281	6,221	1,281	2005	(l)
1500 E. Main Street	Houston, TX	—	201	1,328	(26)	204	1,299	1,503	577	2005	(l)
700 Industrial Blvd	Sugar Land, TX	3,471	608	3,679	336	617	4,006	4,623	764	2007	(l)
7230-7238 Wynnwood	Houston, TX	—	254	764	90	259	849	1,108	270	2007	(l)
7240-7248 Wynnwood	Houston, TX	—	271	726	61	276	782	1,058	257	2007	(l)
7250-7260 Wynnwood	Houston, TX	—	200	481	35	203	513	716	155	2007	(l)
7967 Blankenship	Houston, TX	—	307	1,166	220	307	1,386	1,693	180	2010	(l)
8800 City Park Look East	Houston, TX	24,242	3,717	19,237	1	3,717	19,237	22,954	646	2013	(l)
6400 Long Point	Houston, TX	—	188	898	(6)	188	892	1,080	266	2007	(l)
12705 S. Kirkwood, Ste 100-150	Stafford, TX	—	154	626	81	155	706	861	146	2007	(l)
12705 S. Kirkwood, Ste 200-220	Stafford, TX	—	404	1,698	248	393	1,957	2,350	473	2007	(l)
8850 Jameel	Houston, TX	—	171	826	84	171	910	1,081	252	2007	(l)
8800 Jameel	Houston, TX	—	163	798	(142)	124	695	819	172	2007	(l)
8700 Jameel	Houston, TX	—	170	1,020	(109)	120	961	1,081	288	2007	(l)
8600 Jameel	Houston, TX	—	163	818	52	163	870	1,033	186	2007	(l)
Indianapolis											
2900 N Shadeland Avenue	Indianapolis, IN	—	2,057	13,565	3,478	2,057	17,043	19,100	6,687	1996	(l)
1445 Brookville Way	Indianapolis, IN	—	459	2,603	992	476	3,578	4,054	1,257	1996	(l)
1440 Brookville Way	Indianapolis, IN	—	665	3,770	894	685	4,644	5,329	1,929	1996	(l)
1240 Brookville Way	Indianapolis, IN	—	247	1,402	335	258	1,726	1,984	684	1996	(l)
1345 Brookville Way	Indianapolis, IN	—	586	3,321	686	601	3,992	4,593	1,565	1996	(l)
1350 Brookville Way	Indianapolis, IN	—	205	1,161	340	212	1,494	1,706	612	1996	(l)
1341 Sadlier Circle E Dr	Indianapolis, IN	—	131	743	215	136	953	1,089	370	1996	(l)
1322-1438 Sadlier Circle E Dr	Indianapolis, IN	—	145	822	293	152	1,108	1,260	409	1996	(l)
1327-1441 Sadlier Circle E Dr	Indianapolis, IN	—	218	1,234	459	225	1,686	1,911	569	1996	(l)
1304 Sadlier Circle E Dr	Indianapolis, IN	—	71	405	188	75	589	664	214	1996	(l)
1402 Sadlier Circle E Dr	Indianapolis, IN	—	165	934	369	171	1,297	1,468	479	1996	(l)
1504 Sadlier Circle E Dr	Indianapolis, IN	—	219	1,238	(128)	115	1,214	1,329	629	1996	(l)
1365 Sadlier Circle E Dr	Indianapolis, IN	—	121	688	36	91	754	845	311	1996	(l)
1352-1354 Sadlier Circle E Dr	Indianapolis, IN	—	178	1,008	243	166	1,263	1,429	505	1996	(l)
1335 Sadlier Circle E Dr	Indianapolis, IN	—	81	460	310	85	766	851	363	1996	(l)
1327 Sadlier Circle E Dr	Indianapolis, IN	—	52	295	24	33	338	371	147	1996	(l)

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1425 Sadlier Circle E Dr	Indianapolis, IN	—	21	117	37	23	152	175	59	1996	(l)
6951 E 30th St	Indianapolis, IN	—	256	1,449	194	265	1,634	1,899	631	1996	(l)
6701 E 30th St	Indianapolis, IN	—	78	443	84	82	523	605	194	1996	(l)
6737 E 30th St	Indianapolis, IN	1,839	385	2,181	189	398	2,357	2,755	927	1996	(l)
6555 E 30th St	Indianapolis, IN	—	484	4,760	1,314	484	6,074	6,558	2,336	1996	(l)
8402-8440 E 33rd St	Indianapolis, IN	—	222	1,260	578	230	1,830	2,060	702	1996	(l)
8520-8630 E 33rd St	Indianapolis, IN	—	326	1,848	266	281	2,159	2,440	837	1996	(l)
8710-8768 E 33rd St	Indianapolis, IN	—	175	993	473	180	1,461	1,641	558	1996	(l)
3316-3346 N. Pagosa Court	Indianapolis, IN	—	325	1,842	438	332	2,273	2,605	827	1996	(l)
7901 West 21st St.	Indianapolis, IN	—	1,048	6,027	164	1,048	6,191	7,239	2,270	1997	(l)
1225 Brookville Way	Indianapolis, IN	—	60	—	465	68	457	525	193	1997	(l)
6751 E 30th St	Indianapolis, IN	2,601	728	2,837	330	741	3,154	3,895	1,124	1997	(l)
9200 East 146th Street	Noblesville, IN	—	181	1,221	1,011	181	2,232	2,413	692	1998	(l)
6575 East 30th Street	Indianapolis, IN	1,835	118	—	2,088	128	2,078	2,206	716	1998	(l)
6585 East 30th Street	Indianapolis, IN	2,743	196	—	3,100	196	3,100	3,296	1,017	1998	(l)
9210 E. 146th Street	Noblesville, IN	—	66	684	168	54	864	918	281	1998	(l)
5705-97 Park Plaza Ct.	Indianapolis, IN	—	600	2,194	517	609	2,702	3,311	764	2003	(l)
9319-9341 Castlegate Drive	Indianapolis, IN	—	530	1,235	1,063	544	2,284	2,828	858	2003	(l)
1133 Northwest L Street	Richmond, IN	745	201	1,358	(51)	208	1,300	1,508	438	2006	(l)
14425 Bergen Blvd	Noblesville, IN	—	647	—	3,861	743	3,765	4,508	680	2007	(l)
Miami											
4700 NW 15th Ave.	Ft. Lauderdale, FL	—	908	1,883	349	912	2,228	3,140	495	2007	(l)
4710 NW 15th Ave.	Ft. Lauderdale, FL	—	830	2,722	386	834	3,104	3,938	596	2007	(l)
4720 NW 15th Ave.	Ft. Lauderdale, FL	—	937	2,455	450	942	2,900	3,842	504	2007	(l)
4740 NW 15th Ave.	Ft. Lauderdale, FL	—	1,107	3,111	350	1,112	3,456	4,568	604	2007	(l)
4750 NW 15th Ave.	Ft. Lauderdale, FL	—	947	3,079	763	951	3,838	4,789	723	2007	(l)
4800 NW 15th Ave.	Ft. Lauderdale, FL	—	1,092	3,308	138	1,097	3,441	4,538	626	2007	(l)
Medley Industrial Center	Medley, FL	—	857	3,428	3,092	864	6,513	7,377	648	2007	(l)
Pan American Business Park	Medley, FL	—	2,521	—	637	828	2,330	3,158	121	2008	(l)
Milwaukee											
N25 W23255 Paul Road	Pewaukee, WI	1,897	569	3,270	(311)	414	3,114	3,528	1,429	1994	(l)
6523 N Sydney Place	Glendale, WI	—	172	976	(16)	80	1,052	1,132	538	1995	(l)
5355 South Westridge Drive	New Berlin, WI	5,482	1,630	7,058	(305)	1,646	6,737	8,383	1,158	2004	(l)
320-334 W. Vogel Avenue	Milwaukee, WI	—	506	3,199	(168)	508	3,029	3,537	1,055	2005	(l)
4950 South 6th Avenue	Milwaukee, WI	—	299	1,565	94	301	1,657	1,958	600	2005	(l)
1711 Paramount Court	Waukesha, WI	1,316	308	1,762	37	311	1,796	2,107	481	2005	(l)
17005 W. Ryerson Road	New Berlin, WI	—	403	3,647	(15)	405	3,630	4,035	1,027	2005	(l)

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					(Dollars in thousands)						
W140 N9059 Lilly Road	Menomonee Falls, WI	—	343	1,153	156	366	1,286	1,652	413	2005	(l)
200 W. Vogel Avenue-Bldg B	Milwaukee, WI	—	301	2,150	—	302	2,149	2,451	759	2005	(l)
4921 S. 2nd Street	Milwaukee, WI	—	101	713	(233)	58	523	581	214	2005	(l)
1500 Peebles Drive	Richland Center, WI	—	1,577	1,018	(289)	1,528	778	2,306	601	2005	(l)
16600 West Glendale Ave	New Berlin, WI	2,338	704	1,923	677	715	2,589	3,304	873	2006	(l)
2905 S. 160th Street	New Berlin, WI	—	261	672	340	265	1,008	1,273	398	2007	(l)
2855 S. 160th Street	New Berlin, WI	—	221	628	223	225	847	1,072	239	2007	(l)
2485 Commerce Drive	New Berlin, WI	1,569	483	1,516	268	491	1,776	2,267	515	2007	(l)
14518 Whittaker Way	Menomonee Falls, WI	—	437	1,082	359	445	1,433	1,878	484	2007	(l)
Rust-Oleum BTS	Kenosha, WI	14,130	4,100	—	24,034	3,212	24,922	28,134	2,187	2008	(l)
Menomonee Falls-Barry Land	Menomonee Falls, WI	11,031	1,188	—	16,949	1,204	16,933	18,137	1,388	2008	(l)
Minneapolis/St. Paul											
6201 West 111th Street	Bloomington, MN	4,218	1,358	8,622	5,684	1,499	14,165	15,664	8,945	1994	(l)
7251-7267 Washington Avenue	Edina, MN	—	129	382	675	182	1,004	1,186	751	1994	(l)
7301-7325 Washington Avenue	Edina, MN	—	174	391	(34)	193	338	531	80	1994	(l)
7101 Winnetka Avenue North	Brooklyn Park, MN	5,887	2,195	6,084	3,908	2,228	9,959	12,187	6,311	1994	(l)
9901 West 74th Street	Eden Prairie, MN	3,408	621	3,289	3,145	639	6,416	7,055	4,926	1994	(l)
1030 Lone Oak Road	Eagan, MN	2,614	456	2,703	618	456	3,321	3,777	1,351	1994	(l)
1060 Lone Oak Road	Eagan, MN	3,385	624	3,700	565	624	4,265	4,889	1,767	1994	(l)
5400 Nathan Lane	Plymouth, MN	2,962	749	4,461	921	757	5,374	6,131	2,307	1994	(l)
6655 Wedgewood Road	Maple Grove, MN	7,052	1,466	8,342	3,305	1,466	11,647	13,113	4,487	1994	(l)
10120 W 76th Street	Eden Prairie, MN	—	315	1,804	1,488	315	3,292	3,607	1,248	1995	(l)
12155 Nicollet Ave.	Burnsville, MN	—	286	—	1,741	288	1,739	2,027	703	1995	(l)
4100 Peavey Road	Chaska, MN	—	277	2,261	795	277	3,056	3,333	1,156	1996	(l)
5205 Highway 169	Plymouth, MN	—	446	2,525	658	578	3,051	3,629	1,258	1996	(l)
7100-7198 Shady Oak Road	Eden Prairie, MN	4,664	715	4,054	1,970	736	6,003	6,739	2,056	1996	(l)
7500-7546 Washington Square	Eden Prairie, MN	—	229	1,300	766	235	2,060	2,295	702	1996	(l)
7550-7586 Washington Square	Eden Prairie, MN	—	153	867	275	157	1,138	1,295	414	1996	(l)
5240-5300 Valley Industrial Blvd S	Shakopee, MN	—	362	2,049	843	371	2,883	3,254	965	1996	(l)
500-530 Kasota Avenue SE	Minneapolis, MN	—	415	2,354	1,042	434	3,377	3,811	1,137	1998	(l)
2530-2570 Kasota Avenue	St. Paul, MN	-	407	2,308	829	441	3,103	3,544	978	1998	(l)
5775 12th Avenue	Shakopee, MN	—	590	—	5,676	590	5,676	6,266	1,865	1998	(l)
1157 Valley Park Drive	Shakopee, MN	—	760	—	6,544	888	6,416	7,304	2,025	1999	(l)
9600 West 76th Street	Eden Prairie, MN	2,275	1,000	2,450	61	1,034	2,477	3,511	643	2004	(l)
9700 West 76th Street	Eden Prairie, MN	3,253	1,000	2,709	526	1,038	3,197	4,235	810	2004	(l)
7600 69th Avenue	Greenfield, MN	—	1,500	8,328	1,387	1,510	9,705	11,215	2,559	2004	(l)

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5017 Boone Avenue North	New Hope, MN	2,068	1,000	1,599	(15)	1,009	1,575	2,584	571	2005	(l)
2300 West Highway 13	Burnsville, MN	—	2,517	6,069	(3,331)	1,296	3,959	5,255	2,528	2005	(l)
1087 Park Place	Shakopee, MN	—	1,195	4,891	(613)	1,198	4,275	5,473	765	2005	(l)
5391 12th Avenue SE	Shakopee, MN	4,742	1,392	8,149	(342)	1,395	7,804	9,199	1,433	2005	(l)
4701 Valley Industrial Blvd S	Shakopee, MN	—	1,296	7,157	598	1,299	7,752	9,051	2,481	2005	(l)
316 Lake Hazeltine Drive	Chaska, MN	—	714	944	(111)	729	818	1,547	232	2006	(l)
6455 City West Parkway	Eden Prairie, MN	—	659	3,189	(407)	665	2,776	3,441	562	2006	(l)
1225 Highway 169 North	Plymouth, MN	—	1,190	1,979	112	1,207	2,074	3,281	581	2006	(l)
7102 Winnetka Avene North	Brooklyn Park, MN	4,316	1,275	—	6,469	1,343	6,401	7,744	719	2007	(l)
139 Eva Street	St. Paul, MN	—	2,132	3,105	90	2,175	3,152	5,327	503	2008	(l)
21900 Dodd Boulevard	Lakeville, MN	9,766	2,289	7,952	(1)	2,289	7,952	10,241	602	2009	(l)
Nashville											
1621 Heil Quaker Boulevard	Nashville, TN	2,377	413	2,383	1,845	430	4,211	4,641	2,066	1995	(l)
3099 Barry Drive	Portland, TN	—	418	2,368	(689)	248	1,849	2,097	912	1996	(l)
3150 Barry Drive	Portland, TN	—	941	5,333	5,964	981	11,257	12,238	2,685	1996	(l)
5599 Highway 31 West	Portland, TN	—	564	3,196	(1,577)	187	1,996	2,183	1,183	1996	(l)
1931 Air Lane Drive	Nashville, TN	2,452	489	2,785	269	493	3,050	3,543	1,065	1997	(l)
4640 Cummings Park	Nashville, TN	—	360	2,040	632	365	2,667	3,032	764	1999	(l)
1740 River Hills Drive	Nashville, TN	2,945	848	4,383	467	888	4,810	5,698	1,445	2005	(l)
211 Ellery Court	Nashville, TN	3,115	606	3,192	433	616	3,615	4,231	798	2007	(l)
Rockdale BTS	Gallatin, TN	17,389	1,778	—	24,267	1,778	24,267	26,045	1,992	2008	(l)
Northern New Jersey											
14 World's Fair Drive	Franklin, NJ	—	483	2,735	602	503	3,317	3,820	1,165	1997	(l)
12 World's Fair Drive	Franklin, NJ	—	572	3,240	1,120	593	4,339	4,932	1,470	1997	(l)
22 World's Fair Drive	Franklin, NJ	—	364	2,064	639	375	2,692	3,067	1,022	1997	(l)
26 World's Fair Drive	Franklin, NJ	—	361	2,048	623	377	2,655	3,032	951	1997	(l)
24 World's Fair Drive	Franklin, NJ	—	347	1,968	486	362	2,439	2,801	940	1997	(l)
20 World's Fair Drive Lot 13	Sumerset, NJ	—	9	—	2,554	691	1,872	2,563	493	1999	(l)
45 Route 46	Pine Brook, NJ	—	969	5,491	965	978	6,447	7,425	1,916	2000	(l)
43 Route 46	Pine Brook, NJ	—	474	2,686	420	479	3,101	3,580	822	2000	(l)
39 Route 46	Pine Brook, NJ	—	260	1,471	190	262	1,659	1,921	475	2000	(l)
26 Chapin Road	Pine Brook, NJ	4,891	956	5,415	769	965	6,175	7,140	1,785	2000	(l)
30 Chapin Road	Pine Brook, NJ	4,689	960	5,440	444	969	5,875	6,844	1,592	2000	(l)
20 Hook Mountain Road	Pine Brook, NJ	—	1,507	8,542	2,920	1,534	11,435	12,969	3,479	2000	(l)
30 Hook Mountain Road	Pine Brook, NJ	—	389	2,206	518	396	2,717	3,113	692	2000	(l)
55 Route 46	Pine Brook, NJ	—	396	2,244	(403)	314	1,923	2,237	560	2000	(l)
16 Chapin Rod	Pine Brook, NJ	3,664	885	5,015	529	901	5,528	6,429	1,457	2000	(l)

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20 Chapin Road	Pine Brook, NJ	4,688	1,134	6,426	665	1,154	7,071	8,225	1,997	2000	(l)
Sayreville Lot 4	Sayreville, NJ	3,515	944	—	4,598	944	4,598	5,542	1,108	2002	(l)
Sayreville Lot 3	Sayreville, NJ	—	996	—	5,392	996	5,392	6,388	1,010	2003	(l)
309-319 Pierce Street	Somerset, NJ	3,738	1,300	4,628	689	1,309	5,308	6,617	1,276	2004	(l)
Philadelphia											
230-240 Welsh Pool Road	Exton, PA	—	154	851	374	170	1,209	1,379	315	1998	(l)
264 Welsh Pool Road	Exton, PA	—	147	811	306	162	1,102	1,264	348	1998	(l)
254 Welsh Pool Road	Exton, PA	—	75	418	213	91	616	707	210	1998	(l)
251 Welsh Pool Road	Exton, PA	—	144	796	467	159	1,248	1,407	366	1998	(l)
151-161 Philips Road	Exton, PA	—	191	1,059	306	229	1,327	1,556	411	1998	(l)
216 Philips Road	Exton, PA	—	199	1,100	485	220	1,564	1,784	408	1998	(l)
14 McFadden Road	Palmer, PA	1,652	600	1,349	56	625	1,380	2,005	583	2004	(l)
2801 Red Lion Road	Philadelphia, PA	—	950	5,916	628	964	6,530	7,494	1,616	2005	(l)
3240 S. 78th Street	Philadelphia, PA	—	515	1,245	(256)	423	1,081	1,504	375	2005	(l)
200 Cascade Drive, Bldg. 1	Allen Town, PA	18,820	2,133	17,562	893	2,769	17,819	20,588	4,084	2007	(l)
200 Cascade Drive, Bldg. 2	Allen Town, PA	2,487	310	2,268	190	316	2,452	2,768	417	2007	(l)
6300 Bristol Pike	Levittown, PA	—	1,074	2,642	(107)	964	2,645	3,609	839	2008	(l)
2455 Boulevard of Generals	Norristown, PA	3,592	1,200	4,800	1,088	1,226	5,862	7,088	1,205	2008	(l)
Phoenix											
1045 South Edward Drive	Tempe, AZ	—	390	2,160	164	396	2,318	2,714	719	1999	(l)
50 South 56th Street	Chandler, AZ	—	1,206	3,218	360	1,252	3,532	4,784	850	2004	(l)
4701 W. Jefferson	Phoenix, AZ	2,650	926	2,195	443	929	2,635	3,564	978	2005	(l)
7102 W. Roosevelt	Phoenix, AZ	—	1,613	6,451	1,136	1,620	7,580	9,200	2,063	2006	(l)
4137 West Adams Street	Phoenix, AZ	—	990	2,661	255	1,038	2,868	3,906	626	2006	(l)
245 W. Lodge	Tempe, AZ	—	898	3,066	(1,891)	362	1,711	2,073	451	2007	(l)
1590 E Riverview Dr.	Phoenix, AZ	—	1,293	5,950	396	1,292	6,347	7,639	723	2008	(l)
14131 N. Rio Vista Dr.	Peoria, AZ	—	2,563	9,388	1,798	2,563	11,186	13,749	1,936	2008	(l)
8716 W. Ludlow Drive	Peoria, AZ	—	2,709	10,970	1,236	2,709	12,206	14,915	1,547	2008	(l)
3815 W. Washington St.	Phoenix, AZ	3,975	1,675	4,514	149	1,719	4,619	6,338	522	2008	(l)
690 91st Avenue	Tolleson, AZ	7,497	1,904	6,805	2,646	1,923	9,432	11,355	1,503	2008	(l)
Salt Lake City											
512 Lawndale Drive (i)	Salt Lake City, UT	—	2,688	15,643	3,343	2,688	18,986	21,674	6,579	1997	(l)
1270 West 2320 South	West Valley, UT	—	138	784	256	143	1,035	1,178	384	1998	(l)
1275 West 2240 South	West Valley, UT	—	395	2,241	331	408	2,559	2,967	867	1998	(l)
1288 West 2240 South	West Valley, UT	—	119	672	111	123	779	902	266	1998	(l)
2235 South 1300 West	West Valley, UT	—	198	1,120	249	204	1,363	1,567	421	1998	(l)
1293 West 2200 South	West Valley, UT	—	158	896	118	163	1,009	1,172	335	1998	(l)

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1279 West 2200 South	West Valley, UT	—	198	1,120	296	204	1,410	1,614	485	1998	(l)
1272 West 2240 South	West Valley, UT	—	336	1,905	387	347	2,281	2,628	741	1998	(l)
1149 West 2240 South	West Valley, UT	—	217	1,232	158	225	1,382	1,607	455	1998	(l)
1142 West 2320 South	West Valley, UT	—	217	1,232	73	225	1,297	1,522	449	1998	(l)
1152 West 2240 South	West Valley, UT	—	1,652	—	2,576	669	3,559	4,228	1,100	2000	(l)
2323 South 900 W	Salt Lake City, UT	—	886	2,995	218	898	3,201	4,099	1,254	2006	(l)
1815-1957 South 4650 West	Salt Lake City, UT	7,285	1,707	10,873	273	1,713	11,140	12,853	2,043	2006	(l)
2100 Alexander Street	West Valley, UT	1,152	376	1,670	(21)	376	1,649	2,025	266	2007	(l)
2064 Alexander Street	West Valley, UT	2,125	864	2,771	129	869	2,895	3,764	580	2007	(l)
Seattle											
1901 Raymond Ave SW	Renton, WA	1,833	4,458	2,659	633	4,594	3,156	7,750	473	2008	(l)
19014 64th Avenue South	Kent, WA	3,179	1,990	3,979	258	2,042	4,186	6,228	707	2008	(l)
18640 68th Ave. South	Kent, WA	732	1,218	1,950	348	1,258	2,258	3,516	407	2008	(l)
Puget Sound Terminal 7	Seattle, WA	—	9,139	5,881	1,069	9,340	6,748	16,088	393	2008	(l)
Southern California											
100 West Sinclair	Riverside, CA	—	4,894	3,481	(4,561)	1,819	1,995	3,814	872	2007	(l)
14050 Day Street	Moreno Valley, CA	3,582	2,538	2,538	291	2,565	2,801	5,366	445	2008	(l)
12925 Marlay Avenue	Fontana, CA	9,869	6,072	7,891	711	6,090	8,584	14,674	1,707	2008	(l)
1944 Vista Bella Way	Rancho Domingue, CA	—	1,746	3,148	730	1,822	3,802	5,624	1,072	2005	(l)
2000 Vista Bella Way	Rancho Domingue, CA	1,414	817	1,673	301	853	1,938	2,791	488	2005	(l)
2835 East Ana Street	Rancho Domingue, CA	3,015	1,682	2,750	(227)	1,772	2,433	4,205	602	2005	(l)
665 N. Baldwin Park Blvd.	City of Industry, CA	4,585	2,124	5,219	1,587	2,143	6,787	8,930	1,451	2006	(l)
27801 Avenue Scott	Santa Clarita, CA	—	2,890	7,020	599	2,902	7,607	10,509	1,503	2006	(l)
2610 & 2660 Columbia St	Torrance, CA	4,715	3,008	5,826	181	3,031	5,984	9,015	1,231	2006	(l)
433 Alaska Avenue	Torrance, CA	—	681	168	13	684	178	862	66	2006	(l)
4020 S. Compton Ave	Los Angeles, CA	—	3,800	7,330	71	3,825	7,376	11,201	1,195	2006	(l)
21730-21748 Marilla St.	Chatsworth, CA	3,154	2,585	3,210	192	2,608	3,379	5,987	718	2007	(l)
8015 Paramount	Pico Rivera, CA	—	3,616	3,902	61	3,657	3,922	7,579	855	2007	(l)
3365 E. Slauson	Vernon, CA	—	2,367	3,243	40	2,396	3,254	5,650	748	2007	(l)
3015 East Ana	Rancho Domingue, CA	—	19,678	9,321	7,490	20,144	16,345	36,489	3,110	2007	(l)
19067 Reyes Ave	Rancho Domingue, CA	—	9,281	3,920	202	9,381	4,022	13,403	1,057	2007	(l)
1250 Rancho Conejo Blvd.	Thousand Oaks, CA	—	1,435	779	98	1,441	871	2,312	215	2007	(l)
1260 Rancho Conejo Blvd.	Thousand Oaks, CA	—	1,353	722	(860)	675	540	1,215	166	2007	(l)
1270 Rancho Conejo Blvd.	Thousand Oaks, CA	—	1,224	716	(20)	1,229	691	1,920	164	2007	(l)
1280 Rancho Conejo Blvd.	Thousand Oaks, CA	3,062	2,043	3,408	(266)	2,051	3,134	5,185	399	2007	(l)
1290 Rancho Conejo Blvd	Thousand Oaks, CA	2,639	1,754	2,949	(230)	1,761	2,712	4,473	349	2007	(l)
18201-18291 Santa Fe	Rancho Domingue, CA	10,461	6,720	—	8,949	6,897	8,772	15,669	892	2008	(l)

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					(Dollars in thousands)						
1011 Rancho Conejo	Thousand Oaks, CA	5,784	7,717	2,518	(186)	7,752	2,296	10,048	556	2008	(l)
2300 Corporate Center Drive	Thousand Oaks, CA	—	6,506	4,885	(5,725)	3,236	2,430	5,666	541	2008	(l)
20700 Denker Avenue	Rancho Domingue, CA	5,614	5,767	2,538	1,456	5,964	3,798	9,762	864	2008	(l)
18408 Laurel Park Road	Rancho Domingue, CA	—	2,850	2,850	643	2,874	3,469	6,343	470	2008	(l)
19021 S. Reyes Ave.	Rancho Domingue, CA	—	8,183	7,501	733	8,545	7,872	16,417	821	2008	(l)
16275 Technology Drive	San Diego, CA	—	2,848	8,641	(198)	2,859	8,432	11,291	1,660	2005	(l)
6305 El Camino Real	Carlsbad, CA	—	1,590	6,360	7,563	1,590	13,923	15,513	2,073	2006	(l)
2325 Camino Vida Roble	Carlsbad, CA	2,026	1,441	1,239	464	1,446	1,698	3,144	353	2006	(l)
2335 Camino Vida Roble	Carlsbad, CA	1,126	817	762	133	821	891	1,712	232	2006	(l)
2345 Camino Vida Roble	Carlsbad, CA	795	562	456	87	565	540	1,105	157	2006	(l)
2355 Camino Vida Roble	Carlsbad, CA	582	481	365	57	483	420	903	120	2006	(l)
2365 Camino Vida Roble	Carlsbad, CA	1,226	1,098	630	3	1,102	629	1,731	199	2006	(l)
2375 Camino Vida Roble	Carlsbad, CA	1,531	1,210	874	199	1,214	1,069	2,283	317	2006	(l)
6451 El Camino Real	Carlsbad, CA	—	2,885	1,931	507	2,895	2,428	5,323	573	2006	(l)
8572 Spectrum Lane	San Diego, CA	2,261	806	3,225	429	807	3,653	4,460	556	2007	(l)
13100 Gregg Street	Poway, CA	—	1,040	4,160	474	1,073	4,601	5,674	948	2007	(l)
Southern New Jersey											
8 Springdale Road	Cherry Hill, NJ	—	258	1,436	782	258	2,218	2,476	764	1998	(l)
111 Whittendale Drive	Morrestown, NJ	1,841	522	2,916	195	522	3,111	3,633	891	2000	(l)
7851 Airport Highway	Pennsauken, NJ	—	160	508	381	162	887	1,049	194	2003	(l)
103 Central	Mt. Laurel, NJ	—	610	1,847	1,027	619	2,865	3,484	710	2003	(l)
7890 Airport Hwy/7015 Central	Pennsauken, NJ	1,295	300	989	511	425	1,375	1,800	619	2006	(l)
600 Creek Road	Delanco, NJ	—	2,125	6,504	(1,905)	1,557	5,167	6,724	2,045	2007	(l)
1070 Thomas Busch Mem Hwy	Pennsauken, NJ	2,685	1,054	2,278	84	1,084	2,332	3,416	502	2007	(l)
St. Louis											
8921-8971 Fost Avenue	Hazelwood, MO	—	431	2,479	888	431	3,367	3,798	1,284	1994	(l)
9043-9083 Frost Avenue	Hazelwood, MO	—	319	1,838	2,243	319	4,081	4,400	1,181	1994	(l)
10431-10449 Midwest Industrial Blvd	Olivette, MO	1,335	237	1,360	403	237	1,763	2,000	720	1994	(l)
10751 Midwest Industrial Boulevard	Olivette, MO	—	193	1,119	259	194	1,377	1,571	526	1994	(l)
6951 N Hanley (d)	Hazelwood, MO	—	405	2,295	2,001	419	4,282	4,701	1,416	1996	(l)
1067 Warson-Bldg A	St. Louis, MO	—	246	1,359	881	251	2,235	2,486	524	2002	(l)
1067 Warson-Bldg B	St. Louis, MO	—	380	2,103	1,889	388	3,984	4,372	993	2002	(l)
1067 Warson-Bldg C	St. Louis, MO	—	303	1,680	1,476	310	3,149	3,459	839	2002	(l)
1067 Warson-Bldg D	St. Louis, MO	—	353	1,952	1,024	360	2,969	3,329	916	2002	(l)

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Building Address	Location (City/State)	(a) Encumbrances	(b) Initial Cost Land	(b) Initial Cost Buildings	(c) Costs Capitalized Subsequent to Acquisition or Completion and Valuation Provision	Gross Amount Carried At Close of Period 12/31/11 Land	Gross Amount Carried At Close of Period 12/31/11 Building and Improvements	Gross Amount Carried At Close of Period 12/31/11 Total	Accumulated Depreciation 12/31/2011	Year Acquired/ Constructed	Depreciable Lives (Years)
					(Dollars in thousands)						
6821-6857 Hazelwood Avenue	Berkeley, MO	4,836	985	6,205	678	985	6,883	7,868	1,755	2003	(l)
13701 Rider Trail North	Earth City, MO	—	800	2,099	714	804	2,809	3,613	720	2003	(l)
1908-2000 Innerbelt (d)	Overland, MO	7,980	1,590	9,026	966	1,591	9,991	11,582	2,878	2004	(l)
9060 Latty Avenue	Berkeley, MO	—	687	1,947	(223)	694	1,717	2,411	1,070	2006	(l)
21-25 Gateway Commerce Center	Edwardsville, IL	23,091	1,874	31,958	191	1,928	32,095	34,023	4,883	2006	(l)
6647 Romiss Court	St. Louis, MO	—	230	681	72	241	742	983	193	2008	(l)
Tampa											
5313 Johns Road	Tampa, FL	—	204	1,159	178	257	1,284	1,541	443	1997	(l)
5525 Johns Road	Tampa, FL	—	192	1,086	424	200	1,502	1,702	635	1997	(l)
5709 Johns Road	Tampa, FL	—	192	1,086	163	200	1,241	1,441	444	1997	(l)
5711 Johns Road	Tampa, FL	—	243	1,376	176	255	1,540	1,795	560	1997	(l)
5453 W Waters Avenue	Tampa, FL	—	71	402	134	82	525	607	182	1997	(l)
5455 W Waters Avenue	Tampa, FL	—	307	1,742	806	326	2,529	2,855	822	1997	(l)
5553 W Waters Avenue	Tampa, FL	—	307	1,742	447	326	2,170	2,496	784	1997	(l)
5501 W Waters Avenue	Tampa, FL	—	215	871	301	242	1,145	1,387	397	1997	(l)
5503 W Waters Avenue	Tampa, FL	—	98	402	289	110	679	789	241	1997	(l)
5555 W Waters Avenue	Tampa, FL	—	213	1,206	237	221	1,435	1,656	546	1997	(l)
5557 W Waters Avenue	Tampa, FL	—	59	335	44	62	376	438	130	1997	(l)
5463 W Waters Avenue	Tampa, FL	—	497	2,751	667	560	3,355	3,915	1,163	1998	(l)
5461 W Waters	Tampa, FL	—	261	—	1,567	265	1,563	1,828	585	1998	(l)
5481 W. Waters Avenue	Tampa, FL	—	558	—	2,497	561	2,494	3,055	778	1999	(l)
4515-4519 George Road	Tampa, FL	2,528	633	3,587	767	640	4,347	4,987	1,162	2001	(l)
6089 Johns Road	Tampa, FL	910	180	987	122	186	1,103	1,289	306	2004	(l)
6091 Johns Road	Tampa, FL	676	140	730	98	144	824	968	247	2004	(l)
6103 Johns Road	Tampa, FL	1,108	220	1,160	146	226	1,300	1,526	389	2004	(l)
6201 Johns Road	Tampa, FL	1,029	200	1,107	168	205	1,270	1,475	393	2004	(l)
6203 Johns Road	Tampa, FL	1,286	300	1,460	116	311	1,565	1,876	569	2004	(l)
6205 Johns Road	Tampa, FL	1,280	270	1,363	120	278	1,475	1,753	333	2004	(l)
6101 Johns Road	Tampa, FL	805	210	833	127	216	954	1,170	348	2004	(l)
4908 Tampa West Blvd	Tampa, FL	—	2,622	8,643	(820)	2,635	7,810	10,445	1,821	2005	(l)
7201-7245 Bryan Dairy Road (d)	Largo, FL	—	1,895	5,408	(1,434)	1,365	4,504	5,869	878	2006	(l)
11701 Belcher Road South	Largo, FL	—	1,657	2,768	(1,516)	852	2,057	2,909	624	2006	(l)
4900-4914 Creekside Drive (h)	Clearwater, FL	—	3,702	7,338	(3,046)	2,221	5,773	7,994	1,913	2006	(l)
12345 Starkey Road	Largo, FL	—	898	2,078	(462)	599	1,915	2,514	594	2006	(l)
Toronto											
114 Packham Rd	Stratford, ON	—	1,000	3,526	527	1,012	4,041	5,053	1,624	2007	(l)

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					(Dollars in thousands)						
Other											
5050 Kendrick Court	Grand Rapids, MI	—	1,721	11,433	(2,219)	988	9,947	10,935	6,764	1994	(l)
2250 Delaware Ave.	Des Moines, IA	—	277	1,609	(63)	173	1,650	1,823	711	1998	(l)
9601A Dessau Road	Austin, TX	1,209	255	—	1,782	366	1,671	2,037	505	1999	(l)
9601C Dessau Road	Austin, TX	1,443	248	—	2,185	355	2,078	2,433	997	1999	(l)
9601B Dessau Road	Austin, TX	1,246	248	—	1,852	355	1,745	2,100	588	2000	(l)
6266 Hurt Road	Horn Lake, MS	—	427	—	4,013	387	4,053	4,440	614	2004	(l)
6301 Hazeltine National Drive	Orlando, FL	3,959	909	4,613	286	920	4,888	5,808	1,327	2005	(l)
12626 Silicon Drive	San Antonio, TX	3,132	768	3,448	158	779	3,595	4,374	1,084	2005	(l)
3100 Pinson Valley Parkway	Birmingham, AL	—	303	742	(215)	225	605	830	206	2005	(l)
10330 I Street	Omaha, NE	—	1,808	8,340	(1,457)	1,619	7,072	8,691	2,147	2006	(l)
3200 Pond Station	Jefferson County, KY	—	2,074	—	9,681	2,120	9,635	11,755	1,136	2007	(l)
Ozburn Hessey Logistics	Winchester, VA	8,036	2,320	—	10,855	2,401	10,774	13,175	1,228	2007	(l)
Pure Fishing BTS	Kansas City, MO	11,856	4,152	—	13,605	4,228	13,529	17,757	1,088	2008	(l)
3730 Wheeler Avenue	Fort Smith, AR	—	720	2,800	(561)	589	2,370	2,959	554	2006	(l)
600 Greene Drive	Greenville, KY	—	294	8,570	3	296	8,571	8,867	2,924	2008	(l)
Redevelopments / Developements / Developable Land											
Redevelopments / Developments / Developable Land (j)		—	132,787	1,154	(954)(m)	118,854	14,133	132,987	1,221		
Total		**$ 689,895**	**$687,614**	**$1,799,497**	**$ 600,160**	**$654,951(k)**	**$ 2,432,314(k)**	**$3,087,265**	**$ 695,931**	**(k)**	

NOTES:

(a) See description of encumbrances in Note 6 to Notes to Consolidated Financial Statements.

(b) Initial cost for each respective property is tangible purchase price allocated in accordance with FASB's guidance on business combinations.

(c) Improvements are net of write-off of fully depreciated assets and impairment of real estate.

(d) Comprised of two properties.

(e) Comprised of three properties.

(f) Comprised of four properties.

(g) Comprised of five properties.

(h) Comprised of eight properties.

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SCHEDULE III:

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(i) Comprised of 27 properties.

(j) These properties represent developable land and redevelopments that have not been placed in service and land parcels for which we receive ground lease income.

(k)

	Amounts Included in Real Estate Held for Sale	Amounts Within Net Investment in Real Estate	Gross Amount Carried At Close of Period December 31, 2011
Land	$ 16,880	$ 638,071	$ 654,951
Buildings & Improvements	106,069	2,326,245	2,432,314
Accumulated Depreciation	(37,202)	(658,729)	(695,931)
Subtotal	85,747	2,305,587	2,391,334
Construction in Progress	5	27,780	27,785
Net Investment in Real Estate	85,752	2,333,367	2,419,119
Leasing Commissions, Net, Deferred Leasing Intangibles, Net and Deferred Rent Receivable, Net	5,907		
Total at December 31, 2011	$ 91,659		

(l) Depreciation is computed based upon the following estimated lives:

Buildings and Improvements and Land Improvements	3 to 50 years
Tenant Improvements, Leasehold Improvements	Life of lease

(m) Includes foreign currency translation adjustments.

At December 31, 2011, the aggregate cost of land and buildings and equipment for federal income tax purpose was approximately $3.1 billion (excluding construction in progress).

SCHEDULE III:

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The changes in total real estate assets, including real estate held for sale, for the three years ended December 31, 2011 are as follows:

	2011	2010	2009
		(Dollars in thousands)	
Balance, Beginning of Year	$3,140,649	$3,351,626	$3,406,729
Acquisition of Real Estate Assets	22,953	17,595	208
Construction Costs and Improvements	72,822	49,881	54,650
Disposition of Real Estate Assets	(91,312)	(50,929)	(73,015)
Impairment of Real Estate	2,661	(194,552)	(6,934)
Write-off of Fully Depreciated Assets	(32,723)	(32,972)	(30,012)
Balance, End of Year	$3,115,050	$3,140,649	$3,351,626

The changes in accumulated depreciation, including accumulated depreciation for real estate held for sale, for the three years ended December 31, 2011 are as follows:

	2011	2010	2009
Balance, Beginning of Year	$663,310	$597,461	$524,865
Depreciation for Year	95,931	104,175	112,241
Disposition of Assets	(30,587)	(5,354)	(9,633)
Write-off of Fully Depreciated Assets	(32,723)	(32,972)	(30,012)
Balance, End of Year	$695,931	$663,310	$597,461

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SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FIRST INDUSTRIAL REALTY TRUST, INC.

By: /s/ BRUCE W. DUNCAN
Bruce W. Duncan
President, Chief Executive Officer and Director (Principal Executive Officer)

Date: February 28, 2012

By: /s/ SCOTT A. MUSIL
Scott A. Musil
Chief Financial and Accounting Officer
(Principal Financial and Accounting Officer)

Date: February 28, 2012

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ W. EDWIN TYLER **W. Edwin Tyler**	Chairman of the Board of Directors	February 28, 2012
/s/ BRUCE W. DUNCAN **Bruce W. Duncan**	President, Chief Executive Officer and Director	February 28, 2012
/s/ MATTHEW DOMINSKI **Matthew Dominski**	Director	February 28, 2012
/s/ H. PATRICK HACKETT, JR. **H. Patrick Hackett, Jr.**	Director	February 28, 2012
/s/ KEVIN W. LYNCH **Kevin W. Lynch**	Director	February 28, 2012
/s/ JOHN E. RAU **John E. Rau**	Director	February 28, 2012
/s/ L. PETER SHARPE **L. Peter Sharpe**	Director	February 28, 2012
/s/ ROBERT J. SLATER **Robert J. Slater**	Director	February 28, 2012

Exhibit 10.1

FIRST INDUSTRIAL, L.P.

TWELFTH AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS PURSUANT TO A REGISTRATION OR EXEMPTION THEREFROM.

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FIRST INDUSTRIAL, L.P.

TWELFTH AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT

The undersigned, being the sole general partner of First Industrial, L.P. (the “Partnership”), a limited partnership formed under the Delaware Revised Uniform Limited Partnership Act, does hereby amend and restate the Eleventh Partnership Agreement (as defined below) this 27th day of February, 2012 as follows:

R E C I T A L S:

A. The Partnership was formed pursuant to a Certificate of Limited Partnership filed on November 23, 1993 with the Secretary of State of the State of Delaware under the name “ProVest, L.P.” and a Limited Partnership Agreement dated November 23, 1993 (the “Original Partnership Agreement”).

B. The Original Partnership Agreement was amended and restated as of January 28, 1994 (such amended and restated partnership agreement, the “Prior Partnership Agreement”).

C. A Second Amended and Restated Limited Partnership Agreement was executed as of June 30, 1994, a Third Amended and Restated Limited Partnership Agreement was executed as of May 14, 1997, a Fourth Amended and Restated Limited Partnership Agreement was executed as of June 6, 1997, a Fifth Amended and Restated Limited Partnership Agreement was executed as of February 4, 1998, a Sixth Amended and Restated Limited Partnership Agreement was executed as of March 18, 1998, a Seventh Amended and Restated Limited Partnership Agreement was executed as of May 26, 2004, an Eighth Amended and Restated Limited Partnership Agreement was executed as of June 2, 2004, a Ninth Amended and Restated Limited Partnership Agreement was executed as of November 8, 2005, a Tenth Amended and Restated Limited Partnership Agreement was executed as of January 13, 2006 and an Eleventh Amended and Restated Limited Partnership Agreement was executed as of August 21, 2006 (the “Eleventh Partnership Agreement”).

D. The General Partner desires to amend and restate the Eleventh Partnership Agreement, effective March 17, 2012, to (i) reflect the first amendment to the Eleventh Partnership Agreement made effective as of March 17, 2012 and (ii) set forth the understandings and agreements, including certain rights and obligations, among the Partners (as hereinafter defined) with respect to the Partnership.

ARTICLE I. INTERPRETIVE PROVISIONS

Section 1.1 Certain Definitions. The following terms have the definitions hereinafter indicated whenever used in this Agreement with initial capital letters:

Act: The Delaware Revised Uniform Limited Partnership Act, Sections 17-101 to 17-1109 of the Delaware Code Annotated, Title 6, as amended from time to time.

Additional Limited Partner: A Person admitted to the Partnership as a Limited Partner in accordance with Section 8.7 hereof and who is shown as such on the books and records of the Partnership.

Adjusted Capital Account: With respect to any Partner, such Partner’s Capital Account maintained in accordance with Section 4.4 hereof, as of the end of the relevant Fiscal Year of the Partnership, after giving effect to the following adjustments:

(A) Credit to such Capital Account such Partner’s share of Partnership Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(g)(1) and such Partner’s share of Partner Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(i)(5).

(B) Debit to such Capital Account the items described in Treasury Regulations Section 1.704- 1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of "Adjusted Capital Account" is intended to comply with the provisions of Treasury Regulations Sections 1.704-1(b)(2)(ii) and 1.704-2 and shall be interpreted consistently therewith.

Adjusted Capital Account Deficit: With respect to any Partner, the deficit balance, if any, in that Partner's Adjusted Capital Account as of the end of the relevant Fiscal Year of the Partnership.

Affiliate: With respect to any referenced Person, (i) a member of such Person's immediate family; (ii) any Person who directly or indirectly owns, controls or holds the power to vote ten percent (10%) or more of the outstanding voting securities of the Person in question; (iii) any Person ten percent (10%) or more of whose outstanding securities are directly or indirectly owned, controlled, or held with power to vote by the Person in question; (iv) any Person directly or indirectly controlling, controlled by, or under direct or indirect common control with the Person in question; (v) if the Person in question is a corporation, any executive officer or director of such Person or of any corporation directly or indirectly controlling such Person; and (vi) if the Person in question is a partnership, any general partner of the partnership or any limited partner owning or controlling ten percent (10%) or more of either the capital or profits interest in such partnership. As used herein, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

Aggregate Protected Amount: With respect to the Contributor Partners, as a group, the aggregate balances of the Protected Amounts, if any, of the Contributor Partners, as determined on the date in question.

Agreed Value: In the case of any (i) Contributed Property acquired pursuant to a Contribution Agreement, the value of such Contributed Property as set forth in such Contribution Agreement or, if no such value is set forth for such Contributed Property, the portion of the consideration provided for under such Contribution Agreement allocable to such Contributed Property, as determined by the General Partner in its reasonable discretion, (ii) Contributed Property acquired other than pursuant to a Contribution Agreement, the fair market value of such property at the time of contribution, as determined by the General Partner using such method of valuation as it may adopt in its reasonable discretion and (iii) property distributed to a Partner by the Partnership, the Partnership's Book Value of such property at the time such property is distributed without taking into account, in the case of each of (i), (ii) and (iii), the amount of any related indebtedness assumed by the Partnership (or the Partner in the case of clause (iii)) or to which the Contributed Property (or distributed property in the case of clause (iii)) is taken subject.

Agreement: This Twelfth Amended and Restated Limited Partnership Agreement and all Exhibits attached hereto, as the same may be amended or restated and in effect from time to time.

Assignee: Any Person to whom one or more Partnership Units have been Transferred as permitted under this Agreement but who has not become a Substituted Limited Partner in accordance with the provisions hereof.

Bankruptcy: Either (i) a referenced Person's making an assignment for the benefit of creditors, (ii) the filing by a referenced Person of a voluntary petition in bankruptcy, (iii) a referenced Person's being adjudged insolvent or having entered against him an order for relief in any bankruptcy or insolvency proceeding, (iv) the filing by a referenced Person of an answer seeking any reorganization, composition, readjustment, liquidation, dissolution, or similar relief under any law or regulation, (v) the filing by a referenced Person of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of reorganization, composition, readjustment, liquidation, dissolution, or for similar relief under any statute, law or regulation or (vi) a referenced Person's seeking, consenting to, or acquiescing in the appointment of a trustee, receiver or liquidator for all or substantially all of his property (or court appointment of such trustee, receiver or liquidator).

Book-Tax Disparity: With respect to any item of Contributed Property, or property the Book Value of which has been adjusted in accordance with Section 4.4(D), as of the date of determination, the difference between the Book Value of such property and the adjusted basis of such property for federal income tax purposes.

Book Value: With respect to any Contributed Property, the Agreed Value of such property reduced (but not below zero) by all Depreciation with respect to such property properly charged to the Partners' Capital Accounts, and with respect to any other asset, the asset's adjusted basis for federal income tax purposes; *provided*, *however*, (a) the Book Value of all Partnership Assets shall be adjusted in the event of a revaluation of Partnership Assets in accordance with Section 4.4(D) hereof, (b) the Book Value of any Partnership Asset distributed to any Partner shall be the fair market value of such asset on the date of distribution as determined by the General Partner and (c) such Book Value shall be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

Capital Account: The account maintained by the Partnership for each Partner described in Section 4.4 hereof.

Capital Contribution: The total amount of cash or cash equivalents and the Agreed Value (reduced to take into account the amount of any related indebtedness assumed by the Partnership, or to which the Contributed Property is subject) of Contributed Property which a Partner contributes or is deemed to contribute to the Partnership pursuant to the terms of this Agreement.

Cash Payment: The payment to a Redeeming Party of a cash amount determined by multiplying (i) the number of Partnership Units tendered for redemption by such Redeeming Party pursuant to a validly proffered Redemption Notice by (ii) the Unit Value on the date the Redemption Notice is received by the General Partner.

Certificate: The Partnership's Certificate of Limited Partnership filed in the office of the Secretary of State of the State of Delaware, as amended from time to time.

Class C Deemed Original Issue Date: (i) In the case of any Class C Unit which is part of the first issuance of such units or part of a subsequent issuance of such units prior to October 1, 1997, the date of such first issuance and (ii) in the case of any such unit which is part of a subsequent issuance of such units on or after October 1, 1997, the later of (x) October 1, 1997 and (y) the last Class C Distribution Period Commencement Date which precedes the date of issuance of such unit and which succeeds the last Class C Distribution Period for which full cumulative Class C Priority Return Amounts have been paid; *provided*, *however*, that, in the case of any such unit which is part of a subsequent issuance on or after October 1, 1997, the date of issuance of which falls between (a) the record date for dividends payable on the Series C Preferred Shares on the first succeeding dividend payment date on such stock and (b) such dividend payment date, the "Class C Deemed Original Issue Date" means the date of the Class C Distribution Period Commencement Date that immediately follows the date of issuance of such unit.

Class C Distribution Period: The Class C Initial Distribution Period and each quarterly distribution period thereafter, commencing on January 1, April 1, July 1 and October 1 of each year and ending on and including the day preceding the next Class C Distribution Period Commencement Date.

Class C Distribution Period Commencement Date: January 1, April 1, July 1 and October 1 of each year commencing October 1, 1997.

Class C Initial Distribution Period: The period from the Class C Deemed Original Issue Date for a Class C Unit to, but excluding, October 1, 1997.

Class C Limited Partner: First Industrial Realty Trust, Inc., a Maryland corporation, in its capacity as a limited partner in the Partnership holding Class C Units.

Class C Priority Return Amount: With respect to each Class C Unit, (i) for the Class C Initial Distribution Period, the pro rata portion of the amount referred to in clause (ii) of this definition, computed in accordance with the last sentence of Section 5.3(A) hereof, and (ii) for each Class C Distribution Period thereafter, an amount equal to 2.15625% of that portion of the Capital Contribution of the Class C Limited Partner allocable to each such unit. Class C Priority Return Amounts on each Class C Unit that are not distributed as provided in Section 5.3(A) shall be cumulative from the Class C Deemed Original Issue Date of such unit.

Class C Redemption: As defined in Section 9.1(C) hereof.

Class C Redemption Price: As defined in Section 9.1(C) hereof.

Class C Unit: The Partnership Interest held by the Class C Limited Partner, each full Class C Unit representing a $2,500 Capital Contribution.

Class F Distribution Date: Each dividend payment date for the Series F Preferred Shares.

Class F Limited Partner: First Industrial Realty Trust, Inc., a Maryland corporation, in its capacity as a limited partner in the Partnership holding Class F Units.

Class F Priority Return Amount: With respect to each Class F Unit, that portion of the Capital Contribution of the Class F Limited Partner, allocable to each such unit, multiplied by the Dividend Rate in effect for the Series F Preferred Shares, in each case during the period with respect to which the Class F Priority Return Amount is to be determined.

Class F Redemption: As defined in Section 9.1(D) hereof.

Class F Redemption Price: As defined in Section 9.1(D) hereof.

Class F Unit: The Partnership Interest held by the Class F Limited Partner, each full Class F Unit representing a $100,000 Capital Contribution.

Class G Distribution Date: Each dividend payment date for the Series G Preferred Shares.

Class G Limited Partner: First Industrial Realty Trust, Inc., a Maryland corporation, in its capacity as a limited partner in the Partnership holding Class G Units.

Class G Priority Return Amount: With respect to each Class G Unit, that portion of the Capital Contribution of the Class G Limited Partner, allocable to each such unit, multiplied by the Dividend Rate in effect for the Series G Preferred Shares, in each case during the period with respect to which the Class G Priority Return Amount is to be determined.

Class G Redemption: As defined in Section 9.1(E) hereof.

Class G Redemption Price: As defined in Section 9.1(E) hereof.

Class G Unit: The Partnership Interest held by the Class G Limited Partner, each full Class G Unit representing a $100,000 Capital Contribution.

Class I Distribution Date: Each dividend payment date for the Series I Preferred Shares.

Class I Limited Partner: First Industrial Realty Trust, Inc., a Maryland corporation, in its capacity as a limited partner in the Partnership holding Class I Units.

Class I Priority Return Amount: With respect to each Class I Unit, that portion of the Capital Contribution of the Class I Limited Partner, allocable to each such unit, multiplied by the Dividend Rate in effect for the Series I Preferred Shares, in each case during the period with respect to which the Class I Priority Return Amount is to be determined.

Class I Redemption: As defined in Section 9.1(F) hereof.

Class I Redemption Price: As defined in Section 9.1(F) hereof.

Class I Unit: The Partnership Interest held by the Class I Limited Partner, each full Class I Unit representing a $250,000 Capital Contribution.

Class J Distribution Date: Each dividend payment date for the Series J Preferred Shares.

Class J Limited Partner: First Industrial Realty Trust, Inc., a Maryland corporation, in its capacity as a limited partner in the Partnership holding Class J Units.

Class J Priority Return Amount: With respect to each Class J Unit, that portion of the Capital Contribution of the Class J Limited Partner, allocable to each such unit, multiplied by the Dividend Rate in effect for the Series J Preferred Shares, in each case during the period with respect to which the Class J Priority Return Amount is to be determined.

Class J Redemption: As defined in Section 9.1(G) hereof.

Class J Redemption Price: As defined in Section 9.1(G) hereof.

Class J Unit: The Partnership Interest held by the Class J Limited Partner, each full Class J Unit representing a $250,000 Capital Contribution.

Class K Distribution Date: Each dividend payment date for the Series K Preferred Shares.

Class K Limited Partner: First Industrial Realty Trust, Inc., a Maryland corporation, in its capacity as a limited partner in the Partnership holding Class K Units.

Class K Priority Return Amount: With respect to each Class K Unit, that portion of the Capital Contribution of the Class K Limited Partner, allocable to each such unit, multiplied by the Dividend Rate in effect for the Series K Preferred Shares, in each case during the period with respect to which the Class K Priority Return Amount is to be determined.

Class K Redemption: As defined in Section 9.1(G) hereof.

Class K Redemption Price: As defined in Section 9.1(G) hereof.

Class K Unit: The Partnership Interest held by the Class K Limited Partner, each full Class K Unit representing a $250,000 Capital Contribution.

Code: The Internal Revenue Code of 1986, as amended from time to time.

Consent: Either the written consent of a Person or the affirmative vote of such Person at a meeting duly called and held pursuant to this Agreement, as the case may be, to do the act or thing for which the consent is required or solicited, or the act of granting such consent, as the context may require.

Contributed Property: Each property or other asset (excluding cash and cash equivalents) contributed or deemed contributed to the Partnership.

Contribution Agreements: Those certain agreements among one or more of the Initial Limited Partners (or Persons in which such Initial Limited Partners have direct or indirect interests) and the Partnership pursuant to which, *inter alia*, the Initial Limited Partners (or such Persons), directly or indirectly, are contributing property to the Partnership on the Effective Date in exchange for Partnership Units.

Contributor Partner(s): That or those Limited Partner(s) listed as Contributor Partner(s) on Exhibit 1D attached hereto and made a part hereof, as such Exhibit may be amended from time to time by the General Partner, whether by express amendment to this Partnership Agreement or by execution of a written instrument by and between any additional Contributor Partner(s) being affected thereby and the General Partner, acting on behalf of the

Partnership and without the prior consent of the Limited Partners (whether or not Contributor Partners other than the Contributor Partner(s) being affected thereby). For purposes hereof, any successor, assignee, or transferee of the Interest of a Contributor Partner (other than the Partnership in connection with a redemption pursuant to Article IX hereof) shall be considered a Contributor Partner for purposes hereof.

Conversion Factor: The factor applied for converting Partnership Units to REIT Shares, which shall initially be 1.0; *provided*, *however*, in the event that the REIT (i) declares or pays a dividend on its outstanding REIT Shares in REIT Shares or makes a distribution to all holders of its outstanding REIT Shares in REIT Shares, (ii) subdivides its outstanding REIT Shares or (iii) combines its outstanding REIT Shares into a smaller number of REIT Shares, the Conversion Factor shall be adjusted by multiplying the Conversion Factor by a fraction, the numerator of which shall be the number of REIT Shares issued and outstanding on the record date (assuming for such purposes that such dividend, distribution, subdivision or combination has occurred as of such time), and the denominator of which shall be the actual number of REIT Shares (determined without the above assumption) issued and outstanding on the record date for such dividend, distribution, subdivision or combination; *provided*, *further*, in the event that the Partnership (a) declares or pays a distribution on the outstanding Partnership Units in Partnership Units or makes a distribution to all Partners in Partnership Units, (b) subdivides the outstanding Partnership Units or (c) combines the outstanding Partnership Units into a smaller number of Partnership Units, the Conversion Factor shall be adjusted by multiplying the Conversion Factor by a fraction, the numerator of which shall be the actual number of Partnership Units issued and outstanding on the record date (determined without giving effect to such dividend, distribution, subdivision or combination), and the denominator of which shall be the actual number of Partnership Units (determined after giving effect to such dividend, distribution, subdivision or combination) issued and outstanding on such record date. Any adjustment to the Conversion Factor shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

Depreciation: For each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be adjusted as necessary so as to be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to the beginning adjusted tax basis; *provided*, *however*, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period is zero, Depreciation for such year or other period shall be determined with reference to such beginning Book Value using any reasonable method approved by the General Partner.

Distributable Cash: With respect to any period, and without duplication:

(i) all cash receipts of the Partnership during such period from all sources;

(ii) <u>less</u> all cash disbursements of the Partnership during such period, including, without limitation, disbursements for operating expenses, taxes, debt service (including, without limitation, the payment of principal, premium and interest), redemption of Partnership Interests and capital expenditures;

(iii) <u>less</u> amounts added to reserves in the sole discretion of the General Partner, <u>plus</u> amounts withdrawn from reserves in the reasonable discretion of the General Partner.

Effective Date: June 30, 1994.

ERISA: The Employee Retirement Income Security Act of 1976, as amended from time to time.

First Highland Limited Partners: Those Limited Partners identified on <u>Exhibit 1A</u> hereto.

First Highland Properties: Those certain properties acquired by the Partnership pursuant to that certain Contribution Agreement, dated as of March 19, 1996.

First Highland Units: The Partnership Units issued to the First Highland Limited Partners in connection with the acquisition of the First Highland Properties by the Partnership.

Fiscal Year: The calendar year or in the event of a termination of the Partnership pursuant to Code Section 708, an appropriate portion of such year.

General Partner: First Industrial Realty Trust, Inc., a Maryland corporation, and its respective successor(s) who or which become Successor General Partner(s) in accordance with the terms of this Agreement.

General Partner Interest: A Partnership Interest held by the General Partner including both its General Partner and Limited Partner Interests. A General Partner Interest may be expressed as a number of Partnership Units.

Involuntary Withdrawal: As to any (i) individual shall mean such individual's death, incapacity or adjudication of incompetence, (ii) corporation shall mean its dissolution or revocation of its charter (unless such revocation is promptly corrected upon notice thereof), (iii) partnership shall mean the dissolution and commencement of winding up of its affairs, (iv) trust shall mean the termination of the trust (but not the substitution of trustees), (v) estate shall mean the distribution by the fiduciary of the estate's complete interest in the Partnership and (vi) any Partner shall mean the Bankruptcy of such Partner.

IRS: The Internal Revenue Service, which administers the internal revenue laws of the United States.

LB Closing Date: January 31, 1997.

LB Partners: The persons identified on Exhibit 1C hereto, following their admission to the Partnership as Additional Limited Partners.

LB Units: The Partnership Units issued to the LB Partners in connection with the acquisition by the Partnership of certain properties on the LB Closing Date.

Limited Partner: Those Persons listed as such on Exhibit 1B attached hereto and made a part hereof, as such Exhibit may be amended from time to time, including any Person who becomes a Substituted Limited Partner or an Additional Limited Partner in accordance with the terms of this Agreement; *provided* such term shall not include the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner or the Class K Limited Partner.

Limited Partner Interest: A Partnership Interest held by a Limited Partner that is a limited partner interest. A Limited Partner Interest may be expressed as a number of Partnership Units.

Merger: As defined in Section 3.3 hereof.

Nonrecourse Liability: A liability as defined in Treasury Regulations Section 1.704-2(b)(3).

Notice: A writing containing the information required by this Agreement to be communicated to a Person and delivered to such Person in accordance with Section 12.4; *provided*, *however*, that any written communication containing such information actually received by such Person shall constitute Notice for all purposes of this Agreement.

Partner Minimum Gain: The gain (regardless of character) which would be realized by the Partnership if property of the Partnership subject to a partner nonrecourse debt (as such term is defined in Treasury Regulations Section 1.704-2(b)(4)) were disposed of in full satisfaction of such debt on the relevant date. The adjusted basis of property subject to more than one partner nonrecourse debt shall be allocated in a manner consistent with the allocation of basis for purposes of determining Partnership Minimum Gain hereunder. Partner Minimum Gain shall be computed hereunder using the Book Value, rather than the adjusted tax basis, of the Partnership property in accordance with Treasury Regulations Section 1.704-2(d)(3).

Partner Nonrecourse Deductions: With respect to any partner nonrecourse debt (as such term is defined in Treasury Regulations Section 1.704-2(b)(4)), the increase in Partner Minimum Gain during the tax year plus any increase in Partner Minimum Gain for a prior tax year which has not previously generated a Partner Nonrecourse Deduction hereunder. The determination of which Partnership items constitute Partner Nonrecourse Deductions shall be made in a manner consistent with the manner in which Partnership Nonrecourse Deductions are determined hereunder.

Partners: The General Partner, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner and the Limited Partners as a group. The term "Partner" shall mean a General Partner, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner, the Class K Limited Partner or a Limited Partner. Such terms shall be deemed to include such other Persons who become Partners pursuant to the terms of this Agreement.

Partnership: The Delaware limited partnership referred to herein as First Industrial, L.P., as such partnership may from time to time be constituted.

Partnership Assets: At any particular time, any assets or property (tangible or intangible, choate or inchoate, fixed or contingent) owned by the Partnership.

Partnership Interest or Interest: As to any Partner, such Partner's ownership interest in the Partnership and including such Partner's right to distributions under this Agreement and any other rights or benefits which such Partner has in the Partnership, together with any and all obligations of such Person to comply with the terms and provisions of this Agreement. A Partnership Interest may be expressed as a number of Partnership Units.

Partnership Minimum Gain: The aggregate gain (regardless of character) which would be realized by the Partnership if all of the property of the Partnership subject to nonrecourse debt (other than partner nonrecourse debt as such term is defined in Treasury Regulations Section 1.704-2(b)(4)) were disposed of in full satisfaction of such debt and for no other consideration on the relevant date. In the case of any Nonrecourse Liability of the Partnership which is not secured by a mortgage with respect to any specific property of the Partnership, any and all property of the Partnership to which the holder of said liability has recourse shall be treated as subject to such Nonrecourse Liability for purposes of the preceding sentence. Partnership Minimum Gain shall be computed separately for each Nonrecourse Liability of the Partnership. For this purpose, the adjusted basis of property subject to two or more liabilities of equal priority shall be allocated among such liabilities in proportion to the outstanding balance of such liabilities, and the adjusted basis of property subject to two or more liabilities of unequal priority shall be allocated to the liability of inferior priority only to the extent of the excess, if any, of the adjusted basis of such property over the outstanding balance of the liability of superior priority. Partnership Minimum Gain shall be computed hereunder using the Book Value, rather than the adjusted tax basis, of the Partnership property in accordance with Treasury Regulations Section 1.704-2(d)(3).

Partnership Nonrecourse Deductions: The amount of Partnership deductions equal to the increase, if any, in the amount of the aggregate Partnership Minimum Gain during the tax year (plus any increase in Partnership Minimum Gain for a prior tax year which has not previously generated a Partnership Nonrecourse Deduction) reduced (but not below zero) by the aggregate distributions made during the tax year of the proceeds of a Nonrecourse Liability of the Partnership which are attributable to an increase in Partnership Minimum Gain within the meaning of Treasury Regulations Section 1.704-2(d). The Partnership Nonrecourse Deductions for a Partnership tax year shall consist first of depreciation or cost recovery deductions with respect to each property of the Partnership giving rise to such increase in Partnership Minimum Gain on a pro rata basis to the extent of each such increase, with any excess made up pro rata of all items of deduction.

Partnership Unit: A fractional, undivided share of the Partnership Interests of all Partners (other than the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner and the Class K Limited Partner) issued pursuant to Section 4.1 hereof.

Percentage Interest: As to any Partner, the percentage in the Partnership, as determined by dividing the Partnership Units then owned by such Partner by the total number of Partnership Units then outstanding, as the same may be automatically adjusted from time to time to reflect the issuance and redemption of Partnership Units in accordance with this Agreement, without requiring the amendment of Exhibit 1B to reflect any such issuance or redemption.

Person: Any individual, partnership, corporation, trust or other entity.

Profits and Losses: For each Fiscal Year or other period, an amount equal to the Partnership's taxable income or loss (as the case may be) for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

a. Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

b. Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

c. Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property disposed of notwithstanding that the adjusted tax basis of such property differs from such Book Value;

d. In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation" herein; and

e. In the event that any item of income, gain, loss or deduction that has been included in the initial computation of Profit or Loss is subject to the special allocation rules of Sections 5.2(C), 5.2(D) and 5.2(I) through 5.2(L), Profit or Loss shall be recomputed without regard to such item.

Protected Amount: With respect to any Contributor Partner, the amount set forth or otherwise described opposite the name of such Contributor Partner on Exhibit 1D attached hereto and made a part hereof, as such Exhibit may be modified from time to time by an amendment to the Partnership Agreement or by execution of a written instrument by and between the Contributor Partner being affected thereby and the General Partner, acting on behalf of the Partnership and without the prior written consent of the Limited Partners (whether or not Contributor Partners other than the Contributor Partner being affected thereby); *provided*, *however*, that no Contributor Partner shall be considered to have a Protected Amount from and following the first date upon which such Partner is no longer a Partner of the Partnership.

Record Date: The record date established by the General Partner for distributions pursuant to Section 5.3 hereof, which record date shall be the same as the record date established by the General Partner for a distribution to its stockholders of some or all of its portion of such distribution.

Recourse Liabilities: The amount of liabilities owed by the Partnership (other than nonrecourse liabilities and liabilities to which Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)).

Redeeming Party: A Limited Partner or Assignee (other than the General Partner) who tenders Partnership Units for redemption pursuant to a Redemption Notice.

Redemption Date: The date for redemption of Partnership Units as set forth in Section 9.2.

Redemption Effective Date: The first date on which a Redeeming Party may elect to redeem Partnership Units, which date shall be the later of (i) the first anniversary of the date such Partnership Units are issued and (ii) the effective date of any registration statement filed by the Partnership with respect to the REIT Shares to be issued upon redemption of Partnership Units by a Redeeming Party.

Redemption Notice: A Notice to the General Partner by a Redeeming Party, substantially in the form attached as Exhibit 2, pursuant to which the Redeeming Party requests the redemption of Partnership Units in accordance with Article IX.

Redemption Obligation: The obligation of the Partnership to redeem the Partnership Units as set forth in Section 9.1(A).

Redemption Period: The 45-day period immediately following the filing with the SEC by the General Partner of an annual report of the General Partner on Form 10-K or a quarterly report of the General Partner on Form 10-Q or such other period or periods as the General Partner may otherwise determine.

Redemption Restriction: A restriction on the ability of the Partnership to redeem the Partnership Units as set forth in Section 9.1(A).

Registration Rights Agreement: A Registration Rights Agreement, substantially in the form of Exhibit 3 hereto, pursuant to which First Industrial will agree to register under the Securities Act of 1933, as amended, REIT Shares issued in connection with Share Payments made under Article IX hereof.

REIT: A real estate investment trust, as defined in Code Section 856.

REIT Charter: The Articles of Incorporation of First Industrial filed with the Department of Assessments and Taxation of the State of Maryland on August 10, 1993, as the same may be amended or restated and in effect from time to time.

REIT Share: A share of common stock representing an ownership interest in the General Partner.

REIT Share Rights: Rights to acquire additional REIT Shares issued to all holders of REIT Shares, whether in the form of rights, options, warrants or convertible or exchangeable securities, to the extent the same have been issued without additional consideration after the initial acquisition of such REIT Shares.

SEC: The Securities and Exchange Commission.

Series C Preferred Shares: 8 5/8% Series C Cumulative Preferred Stock of First Industrial Realty Trust, Inc.

Series F Preferred Shares: Series F Flexible Cumulative Redeemable Preferred Stock of First Industrial Realty Trust, Inc.

Series G Preferred Shares: Series G Flexible Cumulative Redeemable Preferred Stock of First Industrial Realty Trust, Inc.

Series I Preferred Shares: Series I Flexible Cumulative Redeemable Preferred Stock of First Industrial Realty Trust, Inc.

Series J Preferred Shares: Series J Cumulative Redeemable Preferred Stock of First Industrial Realty Trust, Inc.

Series K Preferred Shares: Series K Cumulative Redeemable Preferred Stock of First Industrial Realty Trust, Inc.

Share Payment: The payment to a Redeeming Party of a number of REIT Shares determined by multiplying (i) the number of Partnership Units tendered for redemption by such Redeeming Party pursuant to a validly proffered Redemption Notice by (ii) the Conversion Factor. In the event the General Partner grants any REIT Share Rights prior to such payment, any Share Payment shall include for the Redeeming Party his ratable share of such REIT Share Rights other than REIT Share Rights which have expired.

Subsidiary: With respect to any Person, any corporation or other entity of which a majority of (i) the voting power of the voting equity securities or (ii) the outstanding equity interests is owned, directly or indirectly, by such Person.

Substituted Limited Partner: That Person or those Persons admitted to the Partnership as substitute Limited Partner(s), in accordance with the provisions of this Agreement. A Substituted Limited Partner, upon his admission as such, shall succeed to the rights, privileges and liabilities of his predecessor in interest as a Limited Partner.

Successor General Partner: Any Person who is admitted to the Partnership as substitute General Partner pursuant to this Agreement. A Successor General Partner, upon its admission as such, shall succeed to the rights, privileges and liabilities of its predecessor in interest as General Partner, in accordance with the provisions of the Act.

Tax Matters Partner: The General Partner or such other Partner who becomes Tax Matters Partner pursuant to the terms of this Agreement.

Terminating Capital Transaction: The sale or other disposition of all or substantially all of the Partnership Assets or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the Partnership Assets.

Threshold Percentage: A percentage equal to 85% on the LB Closing Date and thereafter adjusted upwards (but not downwards) immediately prior to each solicitation of any vote of, or the seeking of any consent, approval or waiver from, the Limited Partners generally, to the sum of (i) 85% and (ii) the number of percentage points equal to the positive difference, if any, between (a) the aggregate Percentage Interest represented by the LB Units immediately following the LB Closing Date and (b) the aggregate Percentage Interest represented by the LP Units immediately prior to any such solicitation. For example, if on the LB Closing Date the LB Units represent a 10% aggregate Percentage Interest, and if immediately prior to a solicitation the Threshold Percentage is 85% and the aggregate Percentage Interest represented by the LB Units is 8%, the Threshold Percentage would be increased to 87% (85% + (10% – 8%)).

Transfer: With respect to any Partnership Unit shall mean a transaction in which a Partner assigns his Partnership Interest to another Person and includes any sale, assignment, gift, pledge, mortgage, exchange, hypothecation, encumbrance or other disposition by law or otherwise; *provided*, *however*, the redemption of any Partnership Interest pursuant to Article IX hereof shall not constitute a “Transfer” for purposes hereof.

Transfer Restriction Date: June 23, 1995.

Treasury Regulations: The Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Unit Value: With respect to any Partnership Unit, the average of the daily market price for a REIT Share for the ten (10) consecutive trading days immediately preceding the date of receipt of a Redemption Notice by the General Partner multiplied by the Conversion Factor. If the REIT Shares are traded on a securities exchange or the NASDAQ-National Market System, the market price for each such trading day shall be the reported last sale price on such day or, if no sales take place on such day, the average of the closing bid and asked prices on such day. If the REIT Shares are not traded on a securities exchange or the NASDAQ-National Market System, the market price for each such trading day shall be determined by the General Partner using any reasonable method of valuation. If a Share Payment would include any REIT Share Rights, the value of such REIT Share Rights shall be determined by the General Partner using any reasonable method of valuation, taking into account the Unit Value determined hereunder and the factors used to make such determination and the value of such REIT Share Rights shall be included in the Unit Value.

Voting Termination Date: The first date after the LB Closing Date on which either (i) the General Partner holds 90% or more of all Partnership Units or (ii) the aggregate number of Partnership Units held by the General Partner and the LB Partners is less than the product of the Threshold Percentage and the total number of Partnership Units then outstanding.

Section 1.2 Rules of Construction. The following rules of construction shall apply to this Agreement:

(A) All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

(B) All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require.

(C) Each provision of this Agreement shall be considered severable from the rest, and if any provision of this Agreement or its application to any Person or circumstances shall be held invalid and contrary to any existing or future law or unenforceable to any extent, the remainder of this Agreement and the application of any other provision to any Person or circumstances shall not be affected thereby and shall be interpreted and enforced to the greatest extent permitted by law so as to give effect to the original intent of the parties hereto.

(D) Unless otherwise specifically and expressly limited in the context, any reference herein to a decision, determination, act, action, exercise of a right, power or privilege, or other procedure by the General Partner shall mean and refer to the decision, determination, act, action, exercise or other procedure by the General Partner in its sole and absolute discretion.

ARTICLE II. CONTINUATION

Section 2.1 Continuation. The Partners hereby continue the Partnership as a limited partnership under the Act. The General Partner shall take all action required by law to perfect and maintain the Partnership as a limited partnership under the Act and under the laws of all other jurisdictions in which the Partnership may elect to conduct business, including but not limited to the filing of amendments to the Certificate with the Delaware Secretary of State, and qualification of the Partnership as a foreign limited partnership in the jurisdictions in which such qualification shall be required, as determined by the General Partner. The General Partner shall also promptly register the Partnership under applicable assumed or fictitious name statutes or similar laws.

Section 2.2 Name. The name of the Partnership is First Industrial, L.P. The General Partner may adopt such assumed or fictitious names as it deems appropriate in connection with the qualifications and registrations referred to in Section 2.1.

Section 2.3 Place of Business; Registered Agent. The principal office of the Partnership is located at 311 S. Wacker Drive, Suite 4000, Chicago, Illinois 60606, which office may be changed to such other place as the General Partner may from time to time designate. The Partnership may establish offices for the Partnership within or without the State of Delaware as may be determined by the General Partner. The initial registered agent for the Partnership in the State of Delaware is The Corporation Trust Company, whose address is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

ARTICLE III. BUSINESS PURPOSE

Section 3.1 Business. The business of the Partnership shall be (i) conducting any business that may be lawfully conducted by a limited partnership pursuant to the Act including, without limitation, acquiring, owning, managing, developing, leasing, marketing, operating and, if and when appropriate, selling, industrial properties, (ii) entering into any partnership, joint venture or other relationship to engage in any of the foregoing or the ownership of interests in any entity engaged in any of the foregoing, (iii) making loans, guarantees, indemnities or other financial accommodations and borrowing money and pledging its assets to secure the repayment thereof, (iv) to do any of the foregoing with respect to any Affiliate or Subsidiary and (v) doing anything necessary or incidental to the foregoing; *provided*, *however*, that business of the Partnership shall be limited so as to permit the General Partner to elect and maintain its status as a REIT (unless the General Partner determines no longer to qualify as a REIT).

Section 3.2 Authorized Activities. In carrying out the purposes of the Partnership, but subject to all other provisions of this Agreement, the Partnership is authorized to engage in any kind of lawful activity, and perform and carry out contracts of any kind, necessary or advisable in connection with the accomplishment of the purposes and business of the Partnership described herein and for the protection and benefit of the Partnership; *provided* that the General Partner shall not be obligated to cause the Partnership to take, or refraining from taking, any action which, in the judgment of the General Partner, (i) could adversely affect the ability of the General Partner to qualify and continue to qualify as a REIT, (ii) could subject the General Partner to additional taxes under Code Section 857 or 4981 or (iii) could violate any law or regulation of any governmental body or agency having jurisdiction over the General Partner or its securities.

Section 3.3 Specific Authorization of Merger or Consolidation. Notwithstanding any other provision of this Agreement, with the Consent of the holders of a majority of the Partnership Units, (a) the General Partner is hereby authorized to cause the Partnership to merge or consolidate with and into one more other entities (whether the Partnership or such other entity survives or a new entity results under state law) to the extent permitted by law (the "Merger"), and (b) the Partnership, and the General Partner on behalf of the Partnership, is hereby authorized to execute, deliver and perform an agreement and plan of merger or consolidation with respect to the Merger and all other documents that the General Partner determines to be necessary, advisable or convenient to or for the furtherance of the Merger, all to be on such terms as determined by the General Partner, in its sole discretion. The provisions of this Section shall not be construed to limit the accomplishment of a merger or consolidation or of any of the matters referred to herein by any other means otherwise permitted by law.

ARTICLE IV. CAPITAL CONTRIBUTIONS

Section 4.1 Capital Contributions.

(A) Upon the contribution to the Partnership of property in accordance with a Contribution Agreement, Partnership Units shall be issued in accordance with, and as contemplated by, such Contribution Agreement, and the Persons receiving such Partnership Units shall become Partners and shall be deemed to have made a Capital Contribution as set forth on Exhibit 1. Exhibit 1 also sets forth the initial number of Partnership Units owned by each Partner and the Percentage Interest of each Partner, which Percentage Interest shall be adjusted from time to time by the General Partner to reflect the issuance of additional Partnership Units, the redemption of Partnership Units, additional Capital Contributions and similar events having an effect on a Partner's Percentage Interest. Except as set forth in Section 4.2 (regarding issuance of additional Partnership Units) or Section 7.6 (regarding withholding obligations), no Partner shall be required under any circumstances to contribute to the capital of the Partnership any amount beyond that sum required pursuant to this Article IV.

(B) Anything in the foregoing Section 4.1(A) or elsewhere in this Agreement notwithstanding, the Partnership Units held by the General Partner shall, at all times, be deemed to be General Partner units and shall constitute the General Partner Interest.

Section 4.2 Additional Partnership Interests.

(A) The Partnership may issue additional limited partnership interests in the form of Partnership Units for any Partnership purpose at any time or from time to time, to any Partner or other Person (other than the General Partner, except in accordance with Section 4.2(B) below).

(B) The Partnership also may from time to time issue to the General Partner additional Partnership Units or other Partnership Interests in such classes and having such designations, preferences and relative rights (including preferences and rights senior to the existing Limited Partner Interests) as shall be determined by the General Partner in accordance with the Act and governing law. Except as provided in Article IX, any such issuance of Partnership Units or Partnership Interests to the General Partner shall be conditioned upon (i) the undertaking by the General Partner of a related issuance of its capital stock (with such shares having designations, rights and preferences such that the economic rights of the holders of such capital stock are substantially similar to the rights of the additional Partnership Interests issued to the General Partner) and the General Partner making a Capital Contribution (a) in an amount equal to the net proceeds raised in the issuance of such capital stock, in the event such capital stock is sold for cash or cash equivalents or (b) the property received in consideration for such capital stock, in the event such capital stock is issued in consideration for other property or (ii) the issuance by the General Partner of capital stock under any stock option or bonus plan and the General Partner making a Capital Contribution in an amount equal to the exercise price of the option exercised pursuant to such stock option or other bonus plan.

(C) Except as contemplated by Article IX (regarding redemptions) or Section 4.2(B), the General Partner shall not issue any (i) additional REIT Shares, (ii) rights, options or warrants containing the right to subscribe for or purchase REIT Shares or (iii) securities convertible or exchangeable into REIT Shares (collectively, “Additional REIT Securities”) other than to all holders of REIT Shares, pro rata, unless (x) the Partnership issues to the General Partner (i) Partnership Interests, (ii) rights, options or warrants containing the right to subscribe for or purchase Partnership Interests or (iii) securities convertible or exchangeable into Partnership Interests such that the General Partner receives an economic interest in the Partnership substantially similar to the economic interest in the General Partner represented by the Additional REIT Securities and (y) the General Partner contributes to the Partnership the net proceeds from, or the property received in consideration for, the issuance of the Additional REIT Securities and the exercise of any rights contained in any Additional REIT Securities.

(D) Notwithstanding anything in this Agreement to the contrary, the requirements of Section 4.2(B) and (C) shall be satisfied in the event of any acquisition, merger, consolidation, share exchange or other similar transaction of the General Partner if substantially all of the assets, other than Partnership Interests, owned by any General Partner surviving or resulting from any acquisition, merger, consolidation, share exchange or other similar transaction consummated by such General Partner, is contributed to the Partnership if not already owned thereby, or such General Partner causes an acquisition, merger, consolidation, share exchange or other similar transaction to be consummated by the Partnership in connection therewith such that the Partnership receives substantially all of the assets, other than Partnership Interests, owned by such General Partner.

Section 4.3 No Third Party Beneficiaries. The foregoing provisions of this Article IV are not intended to be for the benefit of any creditor of the Partnership or other Person to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Partnership or any of the Partners and no such creditor or other Person shall obtain any right under any such foregoing provision against the Partnership or any of the Partners by reason of any debt, liability or obligation (or otherwise).

Section 4.4 Capital Accounts.

(A) The Partnership shall establish and maintain a separate Capital Account for each Partner in accordance with Code Section 704 and Treasury Regulations Section 1.704-1(b)(2)(iv). The Capital Account of each Partner shall be credited with:

(1) the amount of all Capital Contributions made to the Partnership by such Partner in accordance with this Agreement; plus

(2) all income and gain of the Partnership computed in accordance with this Section 4.4 and allocated to such Partner pursuant to Article V (including for purposes of this Section 4.4(A), income and gain exempt from tax); and shall be debited with the sum of:

(1) all losses or deductions of the Partnership computed in accordance with this Section 4.4 and allocated to such Partner pursuant to Article V,

(2) such Partner's distributive share of expenditures of the Partnership described in Code Section 705(a)(2)(B), and

(3) all cash and the Agreed Value (reduced to take into account the amount of any related indebtedness assumed by the Partner, or to which the distributed property is subject) of any property actually distributed or deemed distributed by the Partnership to such Partner pursuant to the terms of this Agreement.

Any reference in any section or subsection of this Agreement to the Capital Account of a Partner shall be deemed to refer to such Capital Account as the same may be credited or debited from time to time as set forth above.

(B) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of each such item shall be the same as its determination, recognition and classification for federal income tax purposes, determined in accordance with Code Section 703(a) and accounting for those adjustments set forth in the definition of Profits and Losses, with the following additional adjustments:

(1) the computation of all items of income, gain, loss and deduction shall be made without regard to any Code Section 754 election that may be made by the Partnership, except to the extent required in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(m); and

(2) in the event the Book Value of any Partnership Asset is adjusted pursuant to Section 4.4(D) below, the amount of such adjustment shall be treated as gain or loss from the disposition of such asset.

(C) Any transferee of a Partnership Interest shall succeed to a *pro rata* portion of the transferor's Capital Account transferred.

(D) Consistent with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(f), (i) immediately prior to the acquisition of an additional Partnership Interest by any new or existing Partner in connection with the contribution of money or other property (other than a *de minimis* amount) to the Partnership, (ii) immediately prior to the distribution by the Partnership to a Partner of Partnership property (other than a *de minimis* amount) as consideration for a Partnership Interest, (iii) immediately prior to the liquidation of the Partnership as defined in Treasury Regulations Section 1.704-1(b)(2)(ii)(g) and (iv) immediately prior to any other event for which the Treasury Regulation Section 1.704-1(b)(2)(iv)(f) permits an adjustment to book value, the Book Value of all Partnership Assets shall be revalued upward or downward to reflect the fair market value of each such Partnership Asset as determined by the General Partner using such reasonable method of valuation as it may adopt.

(E) The foregoing provisions of this Section 4.4 are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Partners' Capital Accounts are computed hereunder in order to comply with such Treasury Regulations, the General Partner may make such modification if such modification is not likely to have a material effect on the amount distributable to any Partner under the terms of this Agreement and the General Partner notifies the other Partners in writing of such modification prior to making such modification.

Section 4.5 Return of Capital Account; Interest. Except as otherwise specifically provided in this Agreement, (i) no Partner shall have any right to withdraw or reduce its Capital Contributions or Capital Account, or to demand and receive property other than cash from the Partnership in return for its Capital Contributions or Capital Account; (ii) no Partner shall have any priority over any other Partners as to the return of its Capital Contributions or Capital Account; (iii) any return of Capital Contributions or Capital Accounts to the Partners shall be solely from the Partnership Assets, and no Partner shall be personally liable for any such return; and (iv) no interest shall be paid by the Partnership on Capital Contributions or on balances in Partners' Capital Accounts.

Section 4.6 Preemptive Rights. No Person shall have any preemptive or similar rights with respect to the issuance or sale of additional Partnership Units.

Section 4.7 REIT Share Purchases . If the General Partner acquires additional REIT Shares pursuant to Article IX of the REIT Charter, the Partnership shall purchase from the General Partner that number of Partnership Units determined by applying the Conversion Multiple to the number of REIT Shares purchased by the General Partner at the same price and on the same terms as those upon which the General Partner purchased such REIT Shares.

ARTICLE V. ALLOCATIONS AND DISTRIBUTIONS

Section 5.1 Limited Liability. For bookkeeping purposes, the Profits of the Partnership shall be shared, and the Losses of the Partnership shall be borne, by the Partners as provided in Section 5.2(B) below; *provided*, *however*, that except as expressly provided in this Agreement, neither any Limited Partner (in its capacity as a Limited Partner), the Class C Limited Partner (in its capacity as Class C Limited Partner), the Class F Limited Partner (in its capacity as Class F Limited Partner), the Class G Limited Partner (in its capacity as Class G Limited Partner), the Class I Limited Partner (in its capacity as Class I Limited Partner), the Class J Limited Partner (in its capacity as Class J Limited Partner) nor the Class K Limited Partner (in its capacity as Class K Limited Partner) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Partnership in excess of its Capital Contribution required under Article IV hereof.

Section 5.2 Profits, Losses and Distributive Shares.

(A) **Profits**. After giving effect to the special allocations, if any, provided in Sections (C), (D), (I), (J), (K) and (L), Profits in each Fiscal Year shall be allocated in the following order:

(1) First, to the General Partner until the cumulative Profits allocated to the General Partner under this Section 5.2(A)(1), whether in the current or in any prior Fiscal Year equal the cumulative Losses allocated to such Partner under Section 5.2(B)(6), whether in the current or in any prior Fiscal Year;

(2) Second, to the Class C Limited Partner, Class F Limited Partner, Class G Limited Partner, Class I Limited Partner, Class J Limited Partner and Class K Limited Partner, in proportion to the cumulative Losses allocated to each such Partner under Section 5.2(B)(5), whether in the current or in any prior Fiscal Year until the cumulative Profits allocated to each such Partner under this Section 5.2(A)(2) equal the cumulative Losses allocated to each such Partner under Section 5.2(B)(5), whether in the current or in any prior Fiscal Year;

(3) Third, to each Partner in proportion to the cumulative Losses allocated to such Partner under Section 5.2(B)(4), whether in the current or in any prior Fiscal Year, until the cumulative Profits allocated to such Partner under this Section 5.2(A)(3) equal the cumulative Losses allocated to such Partner under Section 5.2(B)(4), whether in the current or in any prior Fiscal Year;

(4) Fourth, to the General Partner until the cumulative Profits allocated to the General Partner under this Section 5.2(A)(4), whether in the current or in any prior Fiscal Year equal the cumulative Losses allocated to such Partner under Section 5.2(B)(3), whether in the current or in any prior Fiscal Year;

(5) Fifth, to each Partner in proportion to the cumulative Losses allocated to such Partner under Section 5.2(B)(2), whether in the current or in any prior Fiscal Year, until the cumulative Profits allocated to such Partner under this Section 5.2(A)(5) equal the cumulative Losses allocated to such Partner under Section 5.2(B)(2), whether in the current or in any prior Fiscal Year;

(6) Sixth, to each Partner in proportion to the cumulative Losses allocated to such Partner under Section 5.2(B)(1), whether in the current or in any prior Fiscal Year, until the cumulative Profits allocated to such Partner under this Section 5.2(A)(6) equal the cumulative Losses allocated to such Partner under Section 5.2(B)(1), whether in the current or in any prior Fiscal Year; and

(7) Then, the balance, if any, to the Partners in proportion to their respective Percentage Interests.

(B) **Losses**. After giving effect to the special allocations, if any, provided in Sections (C), (D), (I), (J), (K) and (L), Losses in each Fiscal Year shall be allocated in the following order of priority:

(1) First, to the Partners (other than the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner and the Class K Limited Partner), in proportion to their respective Percentage Interests, but not in excess of the positive Adjusted Capital Account balance of any Partner prior to the allocation provided for in this Section 5.2(B)(1);

(2) Second, to the Partners (other than the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner and the Class K Limited Partner) with positive Adjusted Capital Account balances prior to the allocation provided for in this Section 5.2(B)(2), in proportion to the amount of such balances until all such balances are reduced to zero;

(3) Third, to the General Partner until (i) the excess of (a) the cumulative Losses allocated under this Section 5.2(B)(3), whether in the current or in any prior Fiscal Year, over (b) the cumulative Profits allocated under Section 5.2(A)(4), whether in the current or in any prior Fiscal Year, equals (ii) the excess of (a) the amount of Recourse Liabilities over (b) the Aggregate Protected Amount;

(4) Fourth, to and among the Contributor Partners, in accordance with their respective Protected Amounts, until the excess of (a) the cumulative Losses allocated under this Section 5.2(B)(4), whether in the current or in any prior Fiscal Year, over (b) the cumulative Profits allocated under , whether in the current or in any prior Fiscal Year, equals the Aggregate Protected Amount (as of the close of the Fiscal Year to which such allocation relates);

(5) Fifth, to the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner and the Class K Limited Partner, in accordance with their respective Adjusted Capital Accounts, until their Adjusted Capital Accounts are reduced to zero; and

(6) Thereafter, to the General Partner;

provided, *however*, (i) that, from and following the first Fiscal Year upon which a Contributor Partner is no longer a Partner of the Partnership, the provisions of this Section 5.2(B) shall be null, void and without further force and effect with respect to such Contributor Partner; (ii) that this Section 5.2(B) shall control, notwithstanding any reallocation or adjustment of taxable income, loss or other items by the Internal Revenue Service or any other taxing authority; *provided*, *however*, that neither the Partnership nor the General Partner (nor any of their respective affiliates) is required to indemnify any Contributor Partner (or its affiliates) for the loss of any tax benefit resulting from any reallocation or adjustment of taxable income, loss or other items by the Internal Revenue Service or other taxing authority; and (iii) that, during such period as there are Contributor Partners in the Partnership, the provisions of Section 5.2(B)(4) shall not be amended in a manner which adversely affects the Contributor Partners (without the consent of each Contributor Partner so affected).

(C) **Special Allocations**. Except as otherwise provided in this Agreement, the following special allocations will be made in the following order and priority:

(1) **Partnership Minimum Gain Chargeback**. Notwithstanding any other provision of this Article V, if there is a net decrease in Partnership Minimum Gain during any tax year or other

period for which allocations are made, each Partner will be specially allocated items of Partnership income and gain for that tax year or other period (and, if necessary, subsequent periods) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain during such tax year or other period determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.2(C)(1) is intended to comply with the minimum gain chargeback requirements set forth in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith, including the exceptions to the minimum gain chargeback requirement set forth in Treasury Regulations Section 1.704-2(f) and (3). If the General Partner concludes, after consultation with tax counsel, that the Partnership meets the requirements for a waiver of the minimum gain chargeback requirement as set forth in Treasury Regulations Section 1.704-2(f)(4), the General Partner may take steps reasonably necessary or appropriate in order to obtain such waiver.

(2) **Partner Nonrecourse Debt Minimum Gain Chargeback**. Notwithstanding any other provision of this Section (other than Section 5.2(C)(1) which shall be applied before this Section 5.2(C)(2)), if there is a net decrease in Partner Minimum Gain during any tax year or other period for which allocations are made, each Partner with a share of Partner Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(i)(5) shall be specially allocated items of Partnership income and gain for that period (and, if necessary, subsequent periods) in an amount equal to such Partner's share of the net decrease in Partner Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii). This Section 5.2(C)(2) is intended to comply with the minimum gain chargeback requirements of Treasury Regulations Section and shall be interpreted consistently therewith, including the exceptions set forth in Treasury Regulations Section 1.704-2(f)(2) and (3) to the extent such exceptions apply to Treasury Regulations Sections 1.704-2(i)(4). If the General Partner concludes, after consultation with tax counsel, that the Partnership meets the requirements for a waiver of the Partner Minimum Gain chargeback requirement set forth in Treasury Regulation 1.704-2(f), but only to the extent such exception applies to Treasury Regulations Section 1.704-2(i)(4), the General Partner may take steps necessary or appropriate to obtain such waiver.

(3) **Qualified Income Offset**. A Partner who unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) will be specially allocated items of Partnership income and gain in an amount and manner sufficient to eliminate, to the extent required by Treasury Regulations 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of the Partner as quickly as possible, *provided* that an allocation pursuant to this Section 5.2(C)(3) shall be made if and only to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.2(C)(3) were not contained in this Agreement.

(4) **Partnership Nonrecourse Deductions**. Partnership Nonrecourse Deductions for any taxable year or other period for which allocations are made will be allocated among the Partners in proportion to their respective Percentage Interests.

(5) **Partner Nonrecourse Deductions**. Notwithstanding anything to the contrary in this Agreement, any Partner Nonrecourse Deductions for any taxable year or other period for which allocations are made will be allocated to the Partner who bears the economic risk of loss with respect to the liability to which the Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

(6) **Code Section 754 Adjustments**. To the extent an adjustment to the adjusted tax basis of any Partnership asset under Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts under Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or (4), the amount of the adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset), and the gain or loss will be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted under Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(7) **Depreciation Recapture**. In the event there is any recapture of Depreciation or investment tax credit, the allocation thereof shall be made among the Partners in the same proportion as the deduction for such Depreciation or investment tax credit was allocated.

(8) **Interest in Partnership**. Notwithstanding any other provision of this Agreement, no allocation of Profit or Loss (or item of Profit or Loss) will be made to a Partner if the allocation would not have “economic effect” under Treasury Regulations Section 1.704-1(b)(2)(ii)(a) or otherwise would not be in accordance with the Partner’s interest in the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(3).

(D) **Curative Allocations**. The allocations set forth in Section 5.2(C)(1) through (8) (the “Regulatory Allocations”) are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. The Regulatory Allocations may not be consistent with the manner in which the Partners intend to divide Partnership distributions. Accordingly, the General Partner is authorized to further allocate Profits, Losses, and other items among the Partners in a reasonable manner so as to prevent the Regulatory Allocations from distorting the manner in which Partnership distributions would be divided among the Partners under Section 5.3, but for application of the Regulatory Allocations. In general, the reallocation will be accomplished by specially allocating other Profits, Losses and items of income, gain, loss and deduction, to the extent they exist, among the Partners so that the net amount of the Regulatory Allocations and the special allocations to each Partner is zero. The General Partner may accomplish this result in any reasonable manner that is consistent with Code Section 704 and the related Treasury Regulations.

(E) **Tax Allocations**.

(1) Except as otherwise provided in Section 5.2(E)(2), each item of income, gain, loss and deduction shall be allocated for federal income tax purposes in the same manner as each correlative item of income, gain, loss or deduction, is allocated for book purposes pursuant to the provisions of Section 5.1 hereof.

(2) Notwithstanding anything to the contrary in this Article V, in an attempt to eliminate any Book-Tax Disparity with respect to a Contributed Property, items of income, gain, loss or deduction with respect to each such property shall be allocated for federal income tax purposes among the Partners as follows:

(a) *Depreciation, Amortization and Other Cost Recovery Items*. In the case of each Contributed Property with a Book-Tax Disparity, any item of depreciation, amortization or other cost recovery allowance attributable to such property shall be allocated as follows: (x) first, to Partners (the “Non-Contributing Partners”) other than the Partners who contributed such property to the Partnership (or are deemed to have contributed the property pursuant to Section 4.1(A)) (the “Contributing Partners”) in an amount up to the book allocation of such items made to the Non-Contributing Partners pursuant to Section 5.1 hereof, *pro rata* in proportion to the respective amount of book items so allocated to the Non-Contributing Partners pursuant to Section 5.1 hereof; and (y) any remaining depreciation, amortization or other cost recovery allowance to the Contributing Partners in proportion to their Percentage Interests. In no event shall the total depreciation, amortization or other cost recovery allowance allocated hereunder exceed the amount of the Partnership’s depreciation, amortization or other cost recovery allowance with respect to such property.

(b) *Gain or Loss on Disposition*. In the event the Partnership sells or otherwise disposes of a Contributed Property with a Book-Tax Disparity, any gain or loss recognized by the Partnership in connection with such sale or other disposition shall be allocated among the Partners as follows: (x) first, any gain or loss shall be allocated to the Contributing Partners in proportion to their Percentage Interests to the extent required to eliminate any Book-Tax Disparity with respect to such property; and (y) any remaining gain or loss shall be allocated among the Partners in the same manner that the correlative items of book gain or loss are allocated among the Partners pursuant to Section 5.1 hereof.

(3) In the event the Book Value of a Partnership Asset (including a Contributed Property) is adjusted pursuant to Section 4.4(D) hereof, all items of income, gain, loss or deduction in respect of such property shall be allocated for federal income tax purposes among the Partners in the same manner as provided in Section 5.2(E)(2) hereof to take into account any variation between the fair market value of the property, as determined by the General Partner using such reasonable method of valuation as it may adopt, and the Book Value of such property, both determined as of the date of such adjustment.

(4) The General Partner shall have the authority to elect alternative methods to eliminate the Book-Tax Disparity with respect to one or more Contributed Properties, as permitted by Treasury Regulations Sections 1.704-3 and 1.704-3T, and such election shall be binding on all of the Partners.

(5) The Partners hereby intend that the allocation of tax items pursuant to this Section 5.2(E) comply with the requirements of Code Section 704(c) and Treasury Regulations Sections 1.704-3 and 1.704-3T.

(6) The allocation of items of income, gain, loss or deduction pursuant to this Section 5.2(E) are solely for federal, state and local income tax purposes, and the Capital Account balances of the Partners shall be adjusted solely for allocations of "book" items in respect of Partnership Assets pursuant to Section 5.1 hereof.

(F) **Other Allocation Rules**. The following rules will apply to the calculation and allocation of Profits, Losses and other items:

(1) Except as otherwise provided in this Agreement, all Profits, Losses and other items allocated to the Partners will be allocated among them in proportion to their Percentage Interests.

(2) For purposes of determining the Profits, Losses or any other item allocable to any period, Profits, Losses and other items will be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the related Treasury Regulations.

(3) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss and deduction, and other allocations not provided for in this Agreement will be divided among the Partners in the same proportions as they share Profits and Losses, *provided* that any credits shall be allocated in accordance with Treasury Regulations Section 1.704-1(b)(4)(ii).

(4) For purposes of Treasury Regulations Section 1.752-3(a), the Partners hereby agree that any Nonrecourse Liabilities of the Partnership in excess of the sum of (i) the Partnership Minimum Gain and (ii) the aggregate amount of taxable gain that would be allocated to the Partners under Section 704(c) (or in the same manner as Section 704(c) in connection with a revaluation of Partnership property) if the Partnership disposed of (in a taxable transaction) all Partnership property subject to one or more Nonrecourse Liabilities of the Partnership in full satisfaction of such Liabilities and for no other consideration, shall be allocated among the Partners in accordance with their respective Partnership Interests; *provided* that the General Partner shall have discretion in any Fiscal Year to allocate such excess Nonrecourse Liabilities among the Partners (a) in a manner reasonably consistent with allocations (that have substantial economic effect) of some other significant item of Partnership income or gain or (b) in accordance with the manner in which it is reasonably expected that the deductions attributable to the excess Nonrecourse Liabilities will be allocated.

(G) **Partner Acknowledgment**. The Partners agree to be bound by the provisions of this Section 5.2 in reporting their shares of Partnership income, gain, loss, deduction and credit for income tax purposes.

(H) **Regulatory Compliance**. The foregoing provisions of this Section 5.2 relating to the allocation of Profits, Losses and other items for federal income tax purposes are intended to comply with Treasury Regulations Sections 1.704-1(b), 1.704-2, 1.704-3 and 1.704-3T and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(I) **Class C Priority Allocation**. The holders of the Class C Units shall be allocated gross income such that, from the inception of the partnership through the end of the Fiscal Year to which the allocation relates, including the year of liquidation of the Partnership in accordance with Article X, the sum of all priority allocations pursuant to this Section 5.2(I) equals (or approaches as nearly as possible) the sum of all Class C Priority Return Amounts accrued through the end of the fiscal year to which the allocation relates.

(J) **Class F Priority Allocation**. The holders of Class F Units shall be allocated gross income such that, from the inception of the partnership through the end of the fiscal year to which the allocation relates, including the year of liquidation of the Partnership in accordance with Article X, the sum of all priority allocations pursuant to this Section 5.2(J) equals (or approaches as nearly as possible) the sum of all Class F Priority Return Amounts accrued through the end of the fiscal year to which the allocation relates.

(K) **Class G Priority Allocation**. The holders of Class G Units shall be allocated gross income such that, from the inception of the partnership through the end of the fiscal year to which the allocation relates, including the year of liquidation of the Partnership in accordance with Article X, the sum of all priority allocations pursuant to this Section 5.2(K) equals (or approaches as nearly as possible) the sum of all Class G Priority Return Amounts accrued through the end of the fiscal year to which the allocation relates.

(L) **Class I Priority Allocation**. The holders of Class I Units shall be allocated gross income such that, from the inception of the partnership through the end of the fiscal year to which the allocation relates, including the year of liquidation of the Partnership in accordance with Article X, the sum of all priority allocations pursuant to this Section 5.2(L) equals (or approaches as nearly as possible) the sum of all Class I Priority Return Amounts accrued through the end of the fiscal year to which the allocation relates.

(M) **Class J Priority Allocation**. The holders of Class J Units shall be allocated gross income such that, from the inception of the partnership through the end of the fiscal year to which the allocation relates, including the year of liquidation of the Partnership in accordance with Article X, the sum of all priority allocations pursuant to this Section 5.2(M) equals (or approaches as nearly as possible) the sum of all Class J Priority Return Amounts accrued through the end of the fiscal year to which the allocation relates.

(N) **Class K Priority Allocation**. The holders of Class K Units shall be allocated gross income such that, from the inception of the partnership through the end of the fiscal year to which the allocation relates, including the year of liquidation of the Partnership in accordance with Article X, the sum of all priority allocations pursuant to this Section 5.2(M) equals (or approaches as nearly as possible) the sum of all Class K Priority Return Amounts accrued through the end of the fiscal year to which the allocation relates.

Section 5.3 Distributions.

(A) The General Partner shall cause the Partnership to distribute to the holder of each Class C Unit an amount in cash equal to the cumulative undistributed Class C Priority Return Amount with respect to each such unit (*provided* that the amount distributable pursuant to this Section 5.3(A) shall not be in excess of the Distributable Cash) on March 31, June 30, September 30 and December 31 of each year, commencing on September 30, 1997 (or in the case of a Class C Unit with a Class C Deemed Original Issue Date after September 30, 1997, on the first such distribution date following the applicable Class C Deemed Original Issue Date); *provided* that if any such distribution date shall be a Saturday, Sunday or day on which banking institutions in the State of New York are authorized or obligated by law to close, or a day which is declared a national or New York State holiday (any of the foregoing, a "Non-business Day"), then such distribution shall be made on the next succeeding day which is not a Non-business Day. Class C Priority Return Amounts that are distributable with respect to a period greater or less than a full Class C Distribution Period shall be computed on the basis of a 360-day year consisting of 12 30-day months.

(B) The General Partner shall cause the Partnership to distribute to the holder of each Class F Unit an amount in cash equal to the cumulative undistributed Class F Priority Return Amount with respect to each such unit (*provided* that the amount distributable pursuant to this Section 5.3(B) shall not be in excess of the Distributable Cash) on each Class F Distribution Date.

(C) The General Partner shall cause the Partnership to distribute to the holder of each Class G Unit an amount in cash equal to the cumulative undistributed Class G Priority Return Amount with respect to each such unit (*provided* that the amount distributable pursuant to this Section 5.3(C) shall not be in excess of the Distributable Cash) on each Class G Distribution Date.

(D) The General Partner shall cause the Partnership to distribute to the holder of each Class I Unit an amount in cash equal to the cumulative undistributed Class I Priority Return Amount with respect to each such unit (*provided* that the amount distributable pursuant to this Section 5.3(D) shall not be in excess of the Distributable Cash) on each Class I Distribution Date.

(E) The General Partner shall cause the Partnership to distribute to the holder of each Class J Unit an amount in cash equal to the cumulative undistributed Class J Priority Return Amount with respect to each such unit (*provided* that the amount distributable pursuant to this Section 5.3(E) shall not be in excess of the Distributable Cash) on each Class J Distribution Date.

(F) The General Partner shall cause the Partnership to distribute to the holder of each Class K Unit an amount in cash equal to the cumulative undistributed Class K Priority Return Amount with respect to each such unit (*provided* that the amount distributable pursuant to this Section 5.3(F) shall not be in excess of the Distributable Cash) on each Class K Distribution Date.

(G) After giving effect to (A), (B), (C), (D), (E) and (F), if applicable, the General Partner shall have the authority to cause the Partnership to make distributions from time to time as it determines, including without limitation, distributions which are sufficient to enable the General Partner to (i) maintain its status as a REIT, (ii) avoid the imposition of any tax under Code Section 857 and (iii) avoid the imposition of any excise tax under Code Section 4981. Except as otherwise expressly set forth in this Section 5.3(G), all Distributions pursuant to this Section 5.3 shall be made on a *pari passu* basis.

(H) Distributions pursuant to Section 5.3(G) shall be made *pro rata* among the Partners of record on the Record Date established by the General Partner for the distribution, in accordance with their respective Percentage Interests, without regard to the length of time the record holder has been such except that the first distribution paid on Units issued after June 1, 1996 shall be pro rated to reflect the actual portion of the period for which the distribution is being paid during which such Units were outstanding, or shall be in such other amount or computed on such other basis as may be agreed by the General Partner and the holders of such Units, *provided* that such other amount or the amount so computed, as applicable, may not exceed the aforementioned pro rated amount.

(I) The General Partner shall use its reasonable efforts to make distributions to the Partners so as to preclude any distribution or portion thereof from being treated as part of a sale of property to the Partnership by a Partner under Section 707 of the Code or the Treasury Regulations thereunder; *provided* that the General Partner and the Partnership shall not have liability to a Limited Partner under any circumstances as a result of any distribution to a Partner being so treated.

Section 5.4 Distribution upon Redemption. Notwithstanding any other provision hereof, proceeds of (i) a Class C Redemption shall be distributed to the Class C Limited Partner in accordance with Section 9.1(C), (ii) a Class F Redemption shall be distributed to the Class F Limited Partner in accordance with Section 9.1(D), (iii) a Class G Redemption shall be distributed to the Class G Limited Partner in accordance with Section 9.1(E), (iv) a Class I Redemption shall be distributed to the Class I Limited Partner in accordance with Section 9.1(F), (v) a Class J Redemption shall be distributed to the Class J Limited Partner in accordance with Section 9.1(G) and (vi) a Class K Redemption shall be distributed to the Class K Limited Partner in accordance with Section 9.1(H).

Section 5.5 Distributions upon Liquidation. Notwithstanding any other provision hereof, proceeds of a Terminating Capital Transaction shall be distributed to the Partners in accordance with Section 10.2.

Section 5.6 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of state or local tax law and Section 7.6 of this Agreement with respect to any allocation, payment or distribution to the General Partner, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I

Limited Partner, the Class J Limited Partner, the Class K Limited Partner, the Limited Partners or Assignees shall be treated as amounts distributed to such General Partner, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner, the Class K Limited Partner, the Limited Partners or Assignees, as applicable, pursuant to Section 5.3 of this Agreement.

ARTICLE VI. PARTNERSHIP MANAGEMENT

Section 6.1 Management and Control of Partnership Business.

(A) Except as otherwise expressly provided or limited by the provisions of this Agreement, the General Partner shall have full, exclusive and complete discretion to manage the business and affairs of the Partnership, to make all decisions affecting the business and affairs of the Partnership and to take all such action as it deems necessary or appropriate to accomplish the purposes of the Partnership as set forth herein. Except as set forth in this Agreement, the Limited Partners shall not have any authority, right, or power to bind the Partnership, or to manage, or to participate in the management of the business and affairs of the Partnership in any manner whatsoever. Such management shall in every respect be the full and complete responsibility of the General Partner alone as herein provided.

(B) In carrying out the purposes of the Partnership, the General Partner shall be authorized to take all actions it deems necessary and appropriate to carry on the business of the Partnership. The Limited Partners, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner and the Class K Limited Partner, by execution hereof, agree that the General Partner is authorized to execute, deliver and perform any agreement and/or transaction on behalf of the Partnership.

(C) The General Partner and its Affiliates may acquire Limited Partner Interests from Limited Partners who agree so to transfer Limited Partner Interests or from the Partnership in accordance with Section 4.2(A). Any Limited Partner Interest acquired by the General Partner shall be converted into a General Partner Interest. Upon acquisition of any Limited Partner Interest, any Affiliate of the General Partner shall have all the rights of a Limited Partner.

Section 6.2 No Management by Limited Partners; Limitation of Liability.

(A) Neither the Limited Partners, in their capacity as Limited Partners, the Class C Limited Partner, in its capacity as Class C Limited Partner, the Class F Limited Partner, in its capacity as Class F Limited Partner, the Class G Limited Partner, in its capacity as Class G Limited Partner, the Class I Limited Partner, in its capacity as Class I Limited Partner, the Class J Limited Partner, in its capacity as Class J Limited Partner, nor the Class K Limited Partner, in its capacity as Class K Limited Partner, shall take part in the day-to-day management, operation or control of the business and affairs of the Partnership or have any right, power, or authority to act for or on behalf of or to bind the Partnership or transact any business in the name of the Partnership. Neither the Limited Partners, the Class C Limited Partner, in its capacity as Class C Limited Partner, the Class F Limited Partner, in its capacity as Class F Limited Partner, the Class G Limited Partner, in its capacity as Class G Limited Partner, the Class I Limited Partner, in its capacity as Class I Limited Partner, the Class J Limited Partner, in its capacity as Class J Limited Partner, nor the Class K Limited Partner, in its capacity as Class K Limited Partner, shall have any rights other than those specifically provided herein or granted by law where consistent with a valid provision hereof. Any approvals rendered or withheld by the Limited Partners, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner or the Class K Limited Partner pursuant to this Agreement shall be deemed as consultation with or advice to the General Partner in connection with the business of the Partnership and, in accordance with the Act, shall not be deemed as participation by the Limited Partners, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner or the Class K Limited Partner in the business of the Partnership and are not intended to create any inference that the Limited Partners, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner or the Class K Limited Partner should be classified as general partners under the Act.

(B) Neither the Limited Partner, the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner nor the Class K Limited Partner shall have any liability under this Agreement except with respect to withholding under Section 7.6, in connection with a violation of any provision of this Agreement by such Limited Partner, Class C Limited Partner, Class F Limited Partner, Class G Limited Partner, Class I Limited Partner, Class J Limited Partner or Class K Limited Partner or as provided in the Act.

(C) The General Partner shall not take any action which would subject a Limited Partner (in its capacity as Limited Partner), the Class C Limited Partner (in its capacity as Class C Limited Partner), the Class F Limited Partner (in its capacity as Class F Limited Partner), the Class G Limited Partner (in its capacity as Class G Limited Partner), the Class I Limited Partner (in its capacity as Class I Limited Partner), the Class J Limited Partner (in its capacity as Class J Limited Partner) or the Class K Limited Partner (in its capacity as Class K Limited Partner) to liability as a general partner.

Section 6.3 Limitations on Partners.

(A) No Partner or Affiliate of a Partner shall have any authority to perform (i) any act in violation of any applicable law or regulation thereunder, (ii) any act prohibited by Section 6.2(C), or (iii) any act which is required to be Consented to or ratified pursuant to this Agreement without such Consent or ratification.

(B) No action shall be taken by a Partner if it would cause the Partnership to be treated as an association taxable as a corporation for federal income tax purposes or, without the consent of the General Partner, as a publicly-traded partnership within the meaning of Section 7704 of the Code. A determination of whether such action will have the above described effect shall be based upon a declaratory judgment or similar relief obtained from a court of competent jurisdiction, a favorable ruling from the IRS or the receipt of an opinion of counsel.

Section 6.4 Business with Affiliates.

(A) The General Partner, in its discretion, may cause the Partnership to transact business with any Partner or its Affiliates for goods or services reasonably required in the conduct of the Partnership's business; *provided* that any such transaction shall be effected only on terms competitive with those that may be obtained in the marketplace from unaffiliated Persons. The foregoing proviso shall not apply to transactions between the Partnership and its Subsidiaries. In addition, neither the General Partner nor any Affiliate of the General Partner may sell, transfer or otherwise convey any property to, or purchase any property from, the Partnership, except (i) on terms competitive with those that may be obtained in the marketplace from unaffiliated Persons or (ii) where the General Partner determines, in its sole judgment, that such sale, transfer or conveyance confers benefits on the General Partner or the Partnership in respect of matters of tax or corporate or financial structure; *provided*, in the case of this clause (ii), such sale, transfer, or conveyance is not being effected for the purpose of materially disadvantaging the Limited Partners.

(B) In furtherance of Section 6.4(A), the Partnership may lend or contribute to its Subsidiaries on terms and conditions established by the General Partner.

Section 6.5 Compensation; Reimbursement of Expenses. In consideration for the General Partner's services to the Partnership in its capacity as General Partner, the Partnership shall pay on behalf of or reimburse to the General Partner (i) all expenses of the General Partner incurred in connection with the management of the business and affairs of the Partnership, including all employee compensation of employees of the General Partner and indemnity or other payments made pursuant to agreements entered into in furtherance of the Partnership's business, (ii) all amounts payable by the General Partner under the Registration Rights Agreement and (iii) all general and administrative expenses incurred by the General Partner. Except as otherwise set forth in this Agreement, the General Partner shall be fully and entirely reimbursed by the Partnership for any and all direct and indirect costs and expenses incurred in connection with the organization and continuation of the Partnership pursuant to this Agreement. In addition, the General Partner shall be reimbursed for all expenses incurred by the General Partner in connection with (i) the initial public offering of REIT Shares by the General Partner and (ii) any other issuance of additional Partnership Interests or REIT Shares.

Section 6.6 Liability for Acts and Omissions.

(A) The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or any of the other Partners for any act or omission performed or omitted in good faith on behalf of the Partnership and in a manner reasonably believed to be (i) within the scope of the authority granted by this Agreement and (ii) in the best interests of the Partnership or the stockholders of the General Partner. In exercising its authority hereunder, the General Partner may, but shall not be under any obligation to, take into account the tax consequences to any Partner of any action it undertakes on behalf of the Partnership. Neither the General Partner nor the Partnership shall have any liability as a result of any income tax liability incurred by a Partner as a result of any action or inaction of the General Partner hereunder and, by their execution of this Agreement, the Limited Partners acknowledge the foregoing.

(B) Unless otherwise prohibited hereunder, the General Partner shall be entitled to exercise any of the powers granted to it and perform any of the duties required of it under this Agreement directly or through any agent. The General Partner shall not be responsible for any misconduct or negligence on the part of any agent; *provided* that the General Partner selected or appointed such agent in good faith.

The General Partner acknowledges that it owes fiduciary duties both to its stockholders and to the Limited Partners and it shall use its reasonable efforts to discharge such duties to each; *provided*, *however*, that in the event of a conflict between the interests of the stockholders of the General Partner and the interests of the Limited Partners, the Limited Partners agree that the General Partner shall discharge its fiduciary duties to the Limited Partners by acting in the best interests of the General Partner's stockholders. Nothing contained in the preceding sentence shall be construed as entitling the General Partner to realize any profit or gain from any transaction between the General Partner and the Partnership (except in connection with a distribution in accordance with this Agreement), including from the lending of money by the General Partner to the Partnership or the contribution of property by the General Partner to the Partnership, it being understood that in any such transaction the General Partner shall be entitled to cost recovery only.

Section 6.7 Indemnification.

(A) The Partnership shall indemnify the General Partner and each director, officer and stockholder of the General Partner and each Person (including any Affiliate) designated as an agent by the General Partner in its reasonable discretion (each, an "Indemnified Party") to the fullest extent permitted under the Act (including any procedures set forth therein regarding advancement of expenses to such Indemnified Party) from and against any and all losses, claims, damages, liabilities, expenses (including reasonable attorneys' fees), judgments, fines, settlements and any other amounts arising out of or in connection with any claims, demands, actions, suits or proceedings (civil, criminal or administrative) relating to or resulting (directly or indirectly) from the operations of the Partnership, in which such Indemnified Party becomes involved, or reasonably believes it may become involved, as a result of the capacity referred to above.

(B) The Partnership shall have the authority to purchase and maintain such insurance policies on behalf of the Indemnified Parties as the General Partner shall determine, which policies may cover those liabilities the General Partner reasonably believes may be incurred by an Indemnified Party in connection with the operation of the business of the Partnership. The right to procure such insurance on behalf of the Indemnified Parties shall in no way mitigate or otherwise affect the right of any such Indemnified Party to indemnification pursuant to Section 6.7(A) hereof.

(C) The provisions of this Section 6.7 are for the benefit of the Indemnified Parties, their heirs, successors, assigns and administrators and shall not be deemed to create any rights in or benefit to any other Person.

ARTICLE VII. ADMINISTRATIVE, FINANCIAL AND TAX MATTERS

Section 7.1 Books and Records. The General Partner shall maintain at the office of the Partnership full and accurate books of the Partnership showing all receipts and expenditures, assets and liabilities, profits and losses, names and current addresses of Partners, and all other records necessary for recording the Partnership's business and affairs. Each Limited Partner shall have, upon written demand and at such Limited Partner's expense, the right to receive true and complete information regarding Partnership matters to the extent required (and subject to the limitations) under Delaware law.

Section 7.2 Annual Audit and Accounting. The books and records of the Partnership shall be kept for financial and tax reporting purposes on the accrual basis of accounting in accordance with generally accepted accounting principles ("GAAP"). The accounts of the Partnership shall be audited annually by a nationally recognized accounting firm of independent public accountants selected by the General Partner (the "Independent Accountants").

Section 7.3 Partnership Funds. The General Partner shall have responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in its direct or indirect possession or control. All funds of the Partnership not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the General Partner shall determine, and withdrawals shall be made only in the regular course of Partnership business on such signatures as the General Partner may from time to time determine.

Section 7.4 Reports and Notices. The General Partner shall provide all Partners with the following reports no later than the dates indicated or as soon thereafter as circumstances permit:

(A) By March 31 of each year, IRS Form 1065 and Schedule K-1, or similar forms as may be required by the IRS, stating each Partner's allocable share of income, gain, loss, deduction or credit for the prior Fiscal Year;

(B) Within ninety (90) days after the end of each of the first three (3) fiscal quarters, as of the last day of the fiscal quarter, a report containing unaudited financial statements of the Partnership, or of the General Partner if such statements are prepared on a consolidated basis with the General Partner, and such other information as may be legally required or determined to be appropriate by the General Partner; and

(C) Within one hundred twenty (120) days after the end of each Fiscal Year, as of the close of the Fiscal Year, an annual report containing audited financial statements of the Partnership, or of the General Partner if such statements are prepared on a consolidated basis with the General Partner, presented in accordance with GAAP and certified by the Independent Accountants.

Section 7.5 Tax Matters.

(A) The General Partner shall be the Tax Matters Partner of the Partnership for federal income tax matters pursuant to Code Section 6231(a)(7)(A). The Tax Matters Partner is authorized and required to represent the Partnership (at the expense of the Partnership) in connection with all examinations of the affairs of the Partnership by any federal, state, or local tax authorities, including any resulting administrative and judicial proceedings, and to expend funds of the Partnership for professional services and costs associated therewith. The Tax Matters Partner shall deliver to the Limited Partners within ten (10) business days of the receipt thereof a copy of any notice or other communication with respect to the Partnership received from the IRS (or other governmental tax authority), or any court, in each case with respect to any administrative or judicial proceeding involving the Partnership. The Partners agree to cooperate with each other in connection with the conduct of all proceedings pursuant to this Section 7.5(A).

(B) The Tax Matters Partner shall receive no compensation for its services in such capacity. If the Tax Matters Partner incurs any costs related to any tax audit, declaration of any tax deficiency or any administrative proceeding or litigation involving any Partnership tax matter, such amount shall be an expense of the Partnership and the Tax Matters Partner shall be entitled to full reimbursement therefor.

(C) The General Partner shall cause to be prepared all federal, state and local income tax returns required of the Partnership at the Partnership's expense.

(D) Except as set forth herein, the General Partner shall determine whether to make (and, if necessary, revoke) any tax election available to the Partnership under the Code or any state tax law; *provided*, *however*, upon the request of any Partner, the General Partner shall make the election under Code Section 754 and the Treasury Regulations promulgated thereunder. The Partnership shall elect to deduct expenses, if any, incurred by it in organizing the Partnership in accordance with the provisions of Code Section 709.

Section 7.6 Withholding. Each Partner hereby authorizes the Partnership to withhold from or pay to any taxing authority on behalf of such Partner any tax that the General Partner determines the Partnership is required to withhold or pay with respect to any amount distributable or allocable to such Partner. Any amount paid to any taxing authority which does not constitute a reduction in the amount otherwise distributable to such Partner shall be treated as a loan from the Partnership to such Partner, which loan shall bear interest at the "prime rate" as published from time to time in *The Wall Street Journal* plus two (2) percentage points, and shall be repaid within ten (10) business days after request for repayment from the General Partner. The obligation to repay any such loan shall be secured by such Partner's Partnership Interest and each Partner hereby grants the Partnership a security interest in his Partnership Interest for the purposes set forth in this Section 7.6, this Section 7.6 being intended to serve as a security agreement for purposes of the Uniform Commercial Code with the General Partner having in respect hereof all of the remedies of a secured party under the Uniform Commercial Code. Each Partner agrees to take such reasonable actions as the General Partner may request to perfect and continue the perfection of the security interest granted hereby. In the event any Partner fails to repay any deemed loan pursuant to this Section 7.6 the Partnership shall be entitled to avail itself of any rights and remedies it may have. Furthermore, upon the expiration of ten (10) business days after demand for payment, the General Partner shall have the right, but not the obligation, to make the payment to the Partnership on behalf of the defaulting Partner and thereupon be subrogated to the rights of the Partnership with respect to such defaulting Partner.

ARTICLE VIII. TRANSFER OF PARTNERSHIP INTERESTS; ADMISSIONS OF PARTNERS

Section 8.1 Transfer by General Partner. The General Partner may not voluntarily withdraw or Transfer all or any portion of its General Partner Interest. Notwithstanding the foregoing, the General Partner may (i) consummate any acquisition, merger, consolidation, share exchange or other similar transaction provided that (A) substantially all of the assets of the General Partner surviving or resulting from such transaction, other than Partnership Interests, are contributed to the Partnership if not already owned thereby as a Capital Contribution in exchange for Partnership Interests or are otherwise received by the Partnership through any acquisition, merger, consolidation, share exchange or other similar transaction approved in accordance with Section 3.3 and consummated by the Partnership in connection with such transaction consummated by the General Partner or (B) in connection with such transaction (including, without limitation, through any acquisition, merger, consolidation, share exchange or other similar transaction approved in accordance with Section 3.3 and consummated by the Partnership), each Partnership Unit either will receive, or will have the right to elect to receive, an amount of cash, securities or other property equal to the product of the Conversion Factor multiplied by the greatest amount of cash, securities or other property paid in consideration of one REIT Share pursuant to such transaction or (ii) pledge its General Partner Interest in furtherance of the Partnership's business (including without limitation, in connection with a loan agreement under which the Partnership is a borrower) without the consent of any Partner.

Section 8.2 Obligations of a Prior General Partner. Upon an Involuntary Withdrawal of the General Partner and the subsequent Transfer of the General Partner's Interest, such General Partner shall (i) remain liable for all obligations and liabilities (other than Partnership liabilities payable solely from Partnership Assets) incurred by it as General Partner before the effective date of such event and (ii) pay all costs associated with the admission of its Successor General Partner. However, such General Partner shall be free of and held harmless by the Partnership against any obligation or liability incurred on account of the activities of the Partnership from and after the effective date of such event, except as provided in this Agreement.

Section 8.3 Successor General Partner. Except as provided in the last sentence of this section, a successor to all of a General Partner's General Partner Interest who is proposed to be admitted to the Partnership as a Successor General Partner shall be admitted as the General Partner, effective upon the Transfer. Any such transferee shall carry on the business of the Partnership without dissolution. In addition, the following conditions must be satisfied:

(A) The Person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement by executing a counterpart thereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner;

(B) An amendment to this Agreement evidencing the admission of such Person as a General Partner shall have been executed by all General Partners and an amendment to the Certificate shall have been filed for recordation as required by the Act; and

(C) Any consent required under Section 10.1(A) hereof shall have been obtained.

Notwithstanding anything in this Agreement to the contrary, any successor to a General Partner by merger, consolidation, share exchange or other similar transaction shall, without further act, be the General Partner hereunder, and such merger, consolidation share exchange or other similar transaction shall not constitute an assignment for purposes of this Agreement, and the Partnership shall continue without dissolution.

Section 8.4 Restrictions on Transfer and Withdrawal by Limited Partner.

(A) Subject to the provisions of Section 8.4(D), no Limited Partner may Transfer all or any portion of his Partnership Interest without first obtaining the Consent of the General Partner, which Consent may be granted or withheld in the sole and absolute discretion of the General Partner. Any such purported transfer undertaken without such Consent shall be considered to be null and void *ab initio* and shall not be given effect. Each Limited Partner acknowledges that the General Partner has agreed not to grant any such consent prior to the Transfer Restriction Date.

(B) No Limited Partner may withdraw from the Partnership other than as a result of a permitted Transfer (i.e., a Transfer consented to as contemplated by clause (A) above or clause (D) below or a Transfer pursuant to clause (C) below) of all of his Partnership Units pursuant to this Article VIII or pursuant to a redemption or exchange of all of his Partnership Units pursuant to Article IX. Upon the permitted Transfer or redemption of all of a Limited Partner's Partnership Units, such Limited Partner shall cease to be a Limited Partner.

(C) Upon the Involuntary Withdrawal of any Limited Partner (which shall under no circumstance cause the dissolution of the Partnership), the executor, administrator, trustee, guardian, receiver or conservator of such Limited Partner's estate shall become a Substituted Limited Partner upon compliance with the provisions of Section 8.5(A)(1)-(3).

(D) Subject to Section 8.4(E), a Limited Partner may Transfer, with the Consent of the General Partner, all or a portion of his Partnership Units to (a) a parent or parents, spouse, natural or adopted descendant or descendants, spouse of such a descendant, or brother or sister, or a trust created by such Limited Partner for the benefit of such Limited Partner and/or any such person(s), of which trust such Limited Partner or any such person(s) is a trustee, (b) a corporation controlled by a Person or Persons named in (a) above, or (c) if the Limited Partner is an entity, its beneficial owners, and the General Partner shall grant its Consent to any Transfer pursuant to this Section 8.4(D) unless such Transfer, in the reasonable judgment of the General Partner, would cause (or have the potential to cause) the General Partner to fail to qualify for taxation as a REIT, in which case the General Partner shall have the absolute right to refuse to permit such Transfer, and any purported Transfer in violation of this Section 8.4(D) shall be null and void *ab initio*.

(E) No Transfer of Limited Partnership Units shall be made if such Transfer would (i) in the opinion of Partnership counsel, cause the Partnership to be terminated for federal income tax purposes or to be treated as an association taxable as a corporation (rather than a partnership) for federal income tax purposes; (ii) be effected through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Code Section 7704 and the Treasury Regulations thereunder, (iii) in the opinion of Partnership counsel, violate the provisions of applicable securities laws; (iv) violate the terms of (or result in a default or acceleration under) any law, rule, regulation, agreement or commitment binding on the Partnership; (v) cause the Partnership to become, with respect to any employee benefit plan subject to Title I of ERISA, a "party-in-interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the

Code); (vi) in the opinion of counsel to the Partnership, cause any portion of the underlying assets of the Partnership to constitute assets of any employee benefit plan pursuant to Department of Labor Regulations Section 2510.3-101; or (vii) result in a deemed distribution to any Partner attributable to a failure to meet the requirements of Treasury Regulations Section 1.752-2(d)(1), unless such Partner consents thereto.

(F) Prior to the consummation of any Transfer under this Section 8.4, the transferor and/or the transferee shall deliver to the General Partner such opinions, certificates and other documents as the General Partner shall request in connection with such Transfer.

Section 8.5 Substituted Limited Partner.

(A) No transferee shall become a Substituted Limited Partner in place of his assignor unless and until the following conditions have been satisfied:

(1) The assignor and transferee file a Notice or other evidence of Transfer and such other information reasonably required by the General Partner, including, without limitation, names, addresses and telephone numbers of the assignor and transferee;

(2) The transferee executes, adopts and acknowledges this Agreement, or a counterpart hereto, and such other documents as may be reasonably requested by the General Partner, including without limitation, all documents necessary to comply with applicable tax and/or securities rules and regulations;

(3) The assignor or transferee pays all costs and fees incurred or charged by the Partnership to effect the Transfer and substitution; and

(4) The assignor or transferee obtains the written Consent of the General Partner, which may be given or withheld in its sole and absolute discretion.

(B) If a transferee of a Limited Partner does not become a Substituted Limited Partner pursuant to Section 8.5(A), such transferee shall be an Assignee and shall not have any rights to require any information on account of the Partnership's business, to inspect the Partnership's books or to vote or otherwise take part in the affairs of the Partnership (such Partnership Units being deemed to have been voted in the same proportion as all other Partnership Units held by Limited Partners have been voted). Such Assignee shall be entitled, however, to all the rights of an assignee of a limited partnership interest under the Act. Any Assignee wishing to Transfer the Partnership Units acquired shall be subject to the restrictions set forth in this Article VIII.

Section 8.6 Timing and Effect of Transfers. Unless the General Partner agrees otherwise, Transfers under this Article VIII may only be made as of the first day of a fiscal quarter of the Partnership. Upon any Transfer of a Partnership Interest in accordance with this Article VIII or redemption of a Partnership Interest in accordance with Article IX, the Partnership shall allocate all items of Profit and Loss between the assignor Partner and the transferee Partner in accordance with Section 5.2(F)(2) hereof. The assignor Partner shall have the right to receive all distributions as to which the Record Date precedes the date of Transfer and the transferee Partner shall have the right to receive all distributions thereafter.

Section 8.7 Additional Limited Partners. Other than in accordance with the transactions specified in the Contribution Agreements, after the initial execution of this Agreement and the admission to the Partnership of the Initial Limited Partners, any Person making a Capital Contribution to the Partnership in accordance herewith shall be admitted as an Additional Limited Partner of the Partnership only (i) with the Consent of the General Partner and (ii) upon execution, adoption and acknowledgment of this Agreement, or a counterpart hereto, and such other documents as may be reasonably requested by the General Partner, including without limitation, the power of attorney required under Section 12.3. Upon satisfaction of the foregoing requirements, such Person shall be admitted as an Additional Limited Partner effective on the date upon which the name of such Person is recorded on the books of the Partnership.

Section 8.8 Amendment of Agreement and Certificate. Upon any admission of a Person as a Partner to the Partnership, the General Partner shall make any necessary amendment to this Agreement to reflect such admission and, if required by the Act, to cause to be filed an amendment to the Certificate.

ARTICLE IX. REDEMPTION

Section 9.1 Right of Redemption.

(A) Subject to any restriction on the General Partner, which restriction may arise as a result of the REIT Charter, the laws governing the General Partner or otherwise (a "Redemption Restriction"), beginning on the Redemption Effective Date, during each Redemption Period each Redeeming Party shall have the right to require the Partnership to redeem all or a portion of the Partnership Units held by such Redeeming Party by providing the General Partner with a Redemption Notice. A Limited Partner may invoke its rights under this Article IX with respect to 100 Partnership Units or an integral multiple thereof or all of the Partnership Units held by such Limited Partner. Upon the General Partner's receipt of a Redemption Notice from a Redeeming Party, the Partnership shall be obligated (subject to the existence of any Redemption Restriction) to redeem the Partnership Units from such Redeeming Party (the "Redemption Obligation").

(B) Upon receipt of a Redemption Notice from a Redeeming Party, the General Partner shall either (i) cause the Partnership to redeem the Partnership Units tendered in the Redemption Notice, (ii) assume the Redemption Obligation, as set forth in Section 9.4 hereof, or (iii) provide written Notice to the Redeeming Party of each applicable Redemption Restriction.

(C) On and after June 6, 2007 at any time or from time to time, the Partnership may redeem all or such other number of Class C Units (any such redemption, a "Class C Redemption") at a cash redemption price per Class C Unit equal to that portion of the Capital Contribution of the Class C Limited Partner allocable to each such unit, plus all accumulated and unpaid Class C Priority Return Amounts to the date of Class C Redemption (such price, the "Class C Redemption Price"). Upon any Class C Redemption, an amount equal to the product of the Class C Redemption Price and the number of Class C Units redeemed by the Partnership shall be distributed by the Partnership to the Class C Limited Partner.

(D) The Partnership may redeem all or such other number of Class F Units (any such redemption, a "Class F Redemption") on any applicable date of redemption of any Class F Preferred Shares, at a cash redemption price per Class F Unit equal to that portion of the Capital Contribution of the Class F Limited Partner allocable to each such unit, plus all accumulated and unpaid Class F Priority Return Amounts to the date of Class F Redemption (such price, the "Class F Redemption Price"). Upon any Class F Redemption, an amount equal to the product of the Class F Redemption Price and the number of Class F Units redeemed by the Partnership shall be distributed by the Partnership to the Class F Limited Partner.

(E) The Partnership may redeem all or such other number of Class G Units (any such redemption, a "Class G Redemption") on any applicable date of redemption of any Class G Preferred Shares, at a cash redemption price per Class G Unit equal to that portion of the Capital Contribution of the Class G Limited Partner allocable to each such unit, plus all accumulated and unpaid Class G Priority Return Amounts to the date of Class G Redemption (such price, the "Class G Redemption Price"). Upon any Class G Redemption, an amount equal to the product of the Class G Redemption Price and the number of Class G Units redeemed by the Partnership shall be distributed by the Partnership to the Class G Limited Partner.

(F) The Partnership may redeem all or such other number of Class I Units (any such redemption, a "Class I Redemption") on any applicable date of redemption of any Class I Preferred Shares, at a cash redemption price per Class I Unit equal to that portion of the Capital Contribution of the Class I Limited Partner allocable to each such unit multiplied by the redemption premium then applicable to the Class I Preferred Shares, plus all accumulated and unpaid Class I Priority Return Amounts to the date of Class I Redemption (such price, the "Class I Redemption Price"). Upon any Class I Redemption, an amount equal to the product of the Class I Redemption Price and the number of Class I Units redeemed by the Partnership shall be distributed by the Partnership to the Class I Limited Partner.

(G) The Partnership may redeem all or such other number of Class J Units (any such redemption, a “Class J Redemption”) on any applicable date of redemption of any Class J Preferred Shares, at a cash redemption price per Class J Unit equal to that portion of the Capital Contribution of the Class J Limited Partner allocable to each such unit multiplied by the redemption premium then applicable to the Class J Preferred Shares, plus all accumulated and unpaid Class J Priority Return Amounts to the date of Class J Redemption (such price, the “Class J Redemption Price”). Upon any Class J Redemption, an amount equal to the product of the Class J Redemption Price and the number of Class J Units redeemed by the Partnership shall be distributed by the Partnership to the Class J Limited Partner.

(H) The Partnership may redeem all or such other number of Class K Units (any such redemption, a “Class K Redemption”) on any applicable date of redemption of any Class K Preferred Shares, at a cash redemption price per Class K Unit equal to that portion of the Capital Contribution of the Class K Limited Partner allocable to each such unit multiplied by the redemption premium then applicable to the Class K Preferred Shares, plus all accumulated and unpaid Class K Priority Return Amounts to the date of Class K Redemption (such price, the “Class K Redemption Price”). Upon any Class K Redemption, an amount equal to the product of the Class K Redemption Price and the number of Class K Units redeemed by the Partnership shall be distributed by the Partnership to the Class K Limited Partner.

Section 9.2 Timing of Redemption. The Redemption Obligation (or the obligation to provide Notice of an applicable Redemption Restriction, if one exists) shall mature on the date which is seven (7) business days after the receipt by the General Partner of a Redemption Notice from the Redeeming Party (the “Redemption Date”).

Section 9.3 Redemption Price. On or before the Redemption Date, the Partnership (or the General Partner if it elects pursuant to Section 9.4 hereof) shall deliver to the Redeeming Party, in the sole and absolute discretion of the General Partner either (i) a Share Payment or (ii) a Cash Payment. In order to enable the Partnership to effect a redemption by making a Share Payment pursuant to this Section 9.3, the General Partner in its sole and absolute discretion may issue to the Partnership the number of REIT Shares required to make such Share Payment in exchange for the issuance to the General Partner of Partnership Units equal in number to the quotient of the number of REIT Shares issued and Conversion Factor.

Section 9.4 Assumption of Redemption Obligation. Upon receipt of a Redemption Notice, the General Partner, in its sole and absolute discretion, shall have the right to assume the Redemption Obligation of the Partnership. In such case, the General Partner shall be substituted for the Partnership for all purposes of this Article IX and, upon acquisition of the Partnership Units tendered by the Redeeming Party pursuant to the Redemption Notice shall be treated for all purposes of this Agreement as the owner of such Partnership Units. Such exchange transaction shall be treated for federal income tax purposes by the Partnership, the General Partner and the Redeeming Party as a sale by the Redeeming Party as seller to the General Partner as purchaser.

Section 9.5 Further Assurances; Certain Representations. Each party to this Agreement agrees to execute any documents deemed reasonably necessary by the General Partner to evidence the issuance of any Share Payment to a Redeeming Party. Notwithstanding anything herein to the contrary, each holder of First Highland Units agrees that, if the General Partner shall elect to satisfy a Redemption Obligation with respect to First Highland Units by making a Share Payment, such Redemption Obligation shall mature on the date which is seven (7) business days after receipt by the Partnership and the General Partner of documents similar to the “Investor Materials” submitted in connection with the sale of the First Highland Properties to the Partnership and any other similar documents reasonably required by, and in form reasonably satisfactory to, the Partnership. Each Limited Partner, by executing this Agreement, shall be deemed to have represented to the General Partner and the Partnership that (i) its acquisition of its Partnership Interest on the date hereof is made as a principal for its own account, for investment purposes only and not with a view to the resale or distribution of such Partnership Interest and (ii) if it shall receive REIT Shares pursuant to this Article IX other than pursuant to an effective registration statement under the Securities Act of 1933, as amended, that its acquisition of such REIT Shares is made as a principal for its own account, for investment purposes only and not with a view to the resale or distribution of such REIT Shares and agrees that such REIT Shares may bear a legend to the effect that such REIT Shares have not been so registered and may not be sold other than pursuant to such a registration statement or an exemption from the registration requirements of such Act.

Section 9.6 Effect of Redemption. Upon the satisfaction of the Redemption Obligation by the Partnership or the General Partner, as the case may be, the Redeeming Party shall have no further right to receive any Partnership distributions in respect of the Partnership Units so redeemed and shall be deemed to have represented to the Partnership and the General Partner that the Partnership Units tendered for redemption are not subject to any liens, claims or encumbrances. Upon a Class C Redemption by the Partnership, the Class C Limited Partner shall have no further right to receive any Partnership distributions or allocations in respect of the Class C Units so redeemed. Upon a Class F Redemption by the Partnership, the Class F Limited Partner shall have no further right to receive any Partnership distributions in respect of the Class F Units so redeemed. Upon a Class G Redemption by the Partnership, the Class G Limited Partner shall have no further right to receive any Partnership distributions in respect of the Class G Units so redeemed. Upon a Class I Redemption by the Partnership, the Class I Limited Partner shall have no further right to receive any Partnership distributions in respect of the Class I Units so redeemed. Upon a Class J Redemption by the Partnership, the Class J Limited Partner shall have no further right to receive any Partnership distributions in respect of the Class J Units so redeemed. Upon a Class K Redemption by the Partnership, the Class K Limited Partner shall have no further right to receive any Partnership distributions in respect of the Class K Units so redeemed.

Section 9.7 Registration Rights. In the event a Limited Partner receives REIT Shares in connection with a redemption of Partnership Units originally issued to Initial Limited Partners on June 30, 1994 pursuant to this Article IX, such Limited Partner shall be entitled to have such REIT Shares registered under the Securities Act of 1933, as amended, as provided in the Registration Rights Agreement.

Section 9.8 Redemption upon REIT Share Repurchases by the General Partner. If the General Partner acquires outstanding REIT Shares then the Partnership shall redeem from the General Partner the General Partner's interest in the Partnership representing such acquired REIT Shares and pay to the General Partner, in cash, an amount equal to the consideration, if any, paid by or for the account of the General Partner for the acquired REIT Shares. The Partnership shall make such cash payment, if any, to the General Partner within three (3) business days after the General Partner notifies the Partnership that the General Partner is committed to acquiring REIT Shares and requests payment under this Section 9.8. Any REIT Shares acquired by the General Partner that are thereafter disposed of by the General Partner (which term shall not include cancellation) shall for the purposes of Section 4.2(B) and (C), be deemed issued at the time of such disposition.

ARTICLE X. DISSOLUTION AND LIQUIDATION

Section 10.1 Term and Dissolution. The Partnership commenced as of November 23, 1993, and shall continue until December 31, 2092, at which time the Partnership shall dissolve or until dissolution occurs prior to that date for any one of the following reasons:

(A) An Involuntary Withdrawal or a voluntary withdrawal, even though in violation of this Agreement, of the General Partner, or any other event causing the General Partner to cease to be a general partner of the Partnership, unless, (a) at the time of the occurrence of such event there is at least one remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (b) within ninety (90) days after such event of withdrawal all the remaining Partners agree in writing to the continuation of the Partnership and to the appointment of a Successor General Partner;

(B) Entry of a decree of judicial dissolution of the Partnership under the Act; or

(C) The sale, exchange or other disposition of all or substantially all of the Partnership Assets.

Section 10.2 Liquidation of Partnership Assets.

(A) Subject to Section 10.2(E), in the event of dissolution pursuant to Section 10.1, the Partnership shall continue solely for purposes of winding up the affairs of, achieving a final termination of, and satisfaction of the creditors of, the Partnership. The General Partner (or, if there is no General Partner remaining, any Person elected by a majority in interest of the Limited Partners (the "Liquidator")) shall be responsible for oversight of the winding up and dissolution of the Partnership. The Liquidator shall obtain a full accounting of the assets and liabilities of the Partnership and such Partnership Assets shall be liquidated (including, at the discretion of the Liquidator, in exchange, in whole or in part, for REIT Shares) as promptly as the Liquidator is able to do so without any undue loss in value, with the proceeds therefrom applied and distributed in the following order:

(1) First, to the discharge of Partnership debts and liabilities to creditors other than Partners;

(2) Second, to the discharge of Partnership debts and liabilities to the Partners;

(3) Third, after giving effect to all contributions, distributions, and allocations for all periods, to (i) the Class C Limited Partner in an amount equal to any unpaid Class C Priority Return Amounts, (ii) the Class F Limited Partner in an amount equal to any unpaid Class F Priority Return Amounts, (iii) the Class G Limited Partner in an amount equal to any unpaid Class G Priority Return Amounts, (iv) the Class I Limited Partner in an amount equal to any unpaid Class I Return Amounts, (v) the Class J Limited Partner in an amount equal to any unpaid Class J Return Amounts and (vi) the Class K Limited Partner in an amount equal to any unpaid Class K Return Amounts; *provided* that if the proceeds are inadequate to pay all of the unpaid Class C Priority Return Amounts, the unpaid Class F Priority Return Amounts, the unpaid Class G Priority Return Amounts, the unpaid Class I Priority Return Amounts, the unpaid Class J Priority Return Amounts and the unpaid Class K Priority Return Amounts, such proceeds shall be distributed to the Class C Limited Partner, the Class F Limited Partner, the Class G Limited Partner, the Class I Limited Partner, the Class J Limited Partner and the Class K Limited Partner *pro rata* based on the unpaid Class C Priority Return Amounts, the unpaid Class F Priority Return Amounts, the unpaid Class G Priority Return Amounts, the unpaid Class I Priority Return Amounts, the unpaid Class J Priority Return Amounts and the unpaid Class K Priority Return Amounts;

(4) The balance, if any, to the Partners in accordance with their positive Capital Accounts after giving effect to all contributions, distributions and allocations for all periods.

(B) In accordance with Section 10.2(A), the Liquidator shall proceed without any unnecessary delay to sell and otherwise liquidate the Partnership Assets; *provided*, *however*, that if the Liquidator shall determine that an immediate sale of part or all of the Partnership Assets would cause undue loss to the Partners, the Liquidator may defer the liquidation except (i) to the extent provided by the Act or (ii) as may be necessary to satisfy the debts and liabilities of the Partnership to Persons other than the Partners.

(C) If, in the sole and absolute discretion of the Liquidator, there are Partnership Assets that the Liquidator will not be able to liquidate, or if the liquidation of such assets would result in undue loss to the Partners, the Liquidator may distribute such Partnership Assets to the Partners in-kind, in lieu of cash, as tenants-in-common in accordance with the provisions of Section 10.2(A). The foregoing notwithstanding, such in-kind distributions shall only be made if in the Liquidator's good faith judgment that is in the best interest of the Partners.

(D) Upon the complete liquidation and distribution of the Partnership Assets, the Partners shall cease to be Partners of the Partnership, and the Liquidator shall execute, acknowledge and cause to be filed all certificates and notices required by law to terminate the Partnership. Upon the dissolution of the Partnership pursuant to Section 10.1, the Liquidator shall cause to be prepared, and shall furnish to each Partner, a statement setting forth the assets and liabilities of the Partnership. Promptly following the complete liquidation and distribution of the Partnership Assets, the Liquidator shall furnish to each Partner a statement showing the manner in which the Partnership Assets were liquidated and distributed.

(E) Notwithstanding the foregoing provisions of this Section 10.2, in the event that the Partnership shall dissolve as a result of the expiration of the term provided for herein or as a result of the occurrence of an event of the type described in Section 10.1(B) or (C), then each Limited Partner shall be deemed to have delivered a Redemption Notice on the date of such dissolution. In connection with each such Redemption Notice, the General Partner shall have the option of either (i) complying with the redemption procedures contained in Article IX or (ii) at the request of any Limited Partner, delivering to such Limited Partner, Partnership property approximately equal in value to the value of such Limited Partner's Partnership Units upon the assumption by such Limited Partner of such Limited Partner's proportionate share of the Partnership's liabilities and payment by such

Limited Partner (or the Partnership) of any excess (or deficiency) of the value of the property so delivered over the value of such Limited Partner's Partnership Units. In lieu of requiring such Limited Partner to assume its proportionate share of Partnership liabilities, the General Partner may deliver to such Limited Partner unencumbered Partnership property approximately equal in value to the net value of such Limited Partner's Partnership Units.

Section 10.3 Effect of Treasury Regulations.

(A) In the event the Partnership is "liquidated" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), distributions made to Partners pursuant to Section 10.2(A) shall be made within the time period provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Contributor Partner has a deficit balance in its Capital Account (after giving effect to all contributions (without regard to this Section 10.3(A)), distributions and allocations), each such Contributor Partner shall contribute to the capital of the Partnership an amount equal to its respective deficit balance, such obligation to be satisfied within ninety (90) days following the liquidation and dissolution of the Partnership in accordance with the provisions of this Article X hereof. Conversely, if any Partner other than a Contributor Partner has a deficit balance in its Capital Account (after giving effect to all contributions (without regard to this Section 10.3(A)), distributions and allocations), such Partner shall have no obligation to make any contribution to the capital of the Partnership. Any deficit restoration obligation pursuant to the provisions hereof shall be for the benefit of creditors of the Partnership or any other Person to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the Partnership or the general partner, in its capacity as General Partner of the Partnership. For purposes of computing each Contributor Partner's deficit balance in its Capital Account and its corresponding obligations to contribute additional capital to the Partnership, only items of income, gain and loss actually recognized shall be reflected.

(B) In the event the Partnership is "liquidated" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g) but there has been no dissolution of the Partnership under Section 10.1 hereof, then the Partnership Assets shall not be liquidated, the Partnership's liabilities shall not be paid or discharged and the Partnership's affairs shall not be wound up. In the event of such a liquidation there shall be deemed to have been a distribution of Partnership Assets in kind to the Partners in accordance with Section 10.2 followed by a recontribution of such Partnership Assets by the Partners in the same proportions.

Section 10.4 Time for Winding-Up. Anything in this Article X notwithstanding, a reasonable time shall be allowed for the orderly winding-up of the business and affairs of the Partnership and the liquidation of the Partnership Assets in order to minimize any potential for losses as a result of such process. During the period of winding-up, this Agreement shall remain in full force and effect and shall govern the rights and relationships of the Partners *inter se*.

ARTICLE XI. AMENDMENTS AND MEETINGS

Section 11.1 Amendment Procedure.

(A) Amendments to this Agreement may be proposed by the General Partner. An amendment proposed at any time when the General Partner holds less than 90% of all Partnership Units will be adopted and effective only if it receives the Consent of the holders of a majority of the Partnership Units not then held by the General Partner and an amendment proposed at any time when the General Partner holds 90% or more of all Partnership Units may be made by the General Partner without the Consent of any Limited Partner; *provided*, *however*, no amendment shall be adopted if it would (i) convert a Limited Partner's Interest in the Partnership into a general partner interest, (ii) increase the liability of a Limited Partner under this Agreement, (iii) except as otherwise permitted in this Agreement, alter the Partner's rights to distributions set forth in Article V, or the allocations set forth in Article V, (iv) alter or modify any aspect of the Partners' rights with respect to redemption of Partnership Units, (v) cause the early termination of the Partnership (other than pursuant to the terms hereof) or (vi) amend this Section 11.1(A), in each case without the Consent of each Partner adversely affected thereby. In connection with any proposed amendment of this Agreement requiring Consent, the General Partner shall either call a meeting to solicit the vote of the Partners or seek the written vote of the Partners to such amendment. In the case of a request for a written vote, the General Partner shall be authorized to impose such reasonable time limitations for response, but in no event less than ten (10) days, with the failure to respond being deemed a vote consistent with the vote of the General Partner.

(B) Notwithstanding the foregoing, amendments may be made to this Agreement by the General Partner, without the Consent of any Limited Partner, to (i) add to the representations, duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein; (ii) cure any ambiguity, correct or supplement any provision herein which may be inconsistent with any other provision herein or make any other provisions with respect to matters or questions arising hereunder which will not be inconsistent with any other provision hereof; (iii) reflect the admission, substitution, termination or withdrawal of Partners in accordance with this Agreement; or (iv) satisfy any requirements, conditions or guidelines contained in any order, directive, opinion, ruling or regulation of a federal or state agency or contained in federal or state law. The General Partner shall reasonably promptly notify the Limited Partners whenever it exercises its authority pursuant to this Section 11.1(B).

(C) Within ten (10) days of the making of any proposal to amend this Agreement for which the Consent of any Limited Partner is required, the General Partner shall give all Limited Partners Notice of such proposal (along with the text of the proposed amendment and a statement of its purposes). Within ten (10) days following the effectiveness of any amendment to this Agreement, the General Partner shall give all Limited Partners Notice of such amendment (along with the text of such amendment) which may be comprised of a copy of any publicly filed report of the General Partner under the Securities Exchange Act of 1934 that describes and contains (including as an exhibit) the text of such amendment.

Section 11.2 Meetings and Voting.

(A) Meetings of Partners may be called by the General Partner. The General Partner shall give all Partners Notice of the purpose of such proposed meeting not less than seven (7) days nor more than thirty (30) days prior to the date of the meeting. Meetings shall be held at a reasonable time and place selected by the General Partner. Whenever the vote or Consent of Partners is permitted or required hereunder, such vote or Consent shall be requested by the General Partner and may be given by the Partners in the same manner as set forth for a vote with respect to an amendment to this Agreement in Section 11.1(A).

(B) Any action required or permitted to be taken at a meeting of the Partners may be taken without a meeting if a written consent setting forth the action to be taken is signed by the Partners owning Percentage Interests required to vote in favor of such action, which consent may be evidenced in one or more instruments. Consents need not be solicited from any other Partner if the written consent of a sufficient number of Partners has been obtained to take the action for which such solicitation was required.

(C) Each Limited Partner may authorize any Person or Persons, including without limitation the General Partner, to act for him by proxy on all matters on which a Limited Partner may participate. Every proxy (i) must be signed by the Limited Partner or his attorney-in-fact, (ii) shall expire eleven (11) months from the date thereof unless the proxy provides otherwise and (iii) shall be revocable at the discretion of the Limited Partner granting such proxy.

Section 11.3 Voting of LB Units. On any matter on which the Limited Partners shall be entitled to vote, consent or grant an approval or waiver, following the admissions of the LB Partners to the Partnership as Additional Limited Partners and through the Voting Termination Date, each holder of the LB Units shall be deemed (i) in connection with any matter submitted to a vote, to have cast all votes attributable to such holder's LB Units in the same manner as the votes attributable to the Units held by the General Partner are cast on such matter, and (ii) in connection with any consent, approval or waiver, to have taken the same action as the General Partner shall have taken with respect to its Units in connection therewith. If the General Partner shall not have the right to vote, consent or grant an approval or waiver on a matter, each holder of LB Units shall vote or act as directed by the General Partner.

ARTICLE XII. MISCELLANEOUS PROVISIONS

Section 12.1 Title to Property. All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually, shall have any ownership of such property. The Partnership may hold any of its assets in its own name or, in the name of its nominee, which nominee may be one or more individuals, corporations, partnerships, trusts or other entities.

Section 12.2 Other Activities of Limited Partners. Except as expressly provided otherwise in this Agreement or in any other agreement entered into by a Limited Partner or any Affiliate of a Limited Partner and the Partnership, the General Partner or any Subsidiary of the Partnership or the General Partner, any Limited Partner or any Affiliate of any Limited Partner may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others, including, without limitation, real estate business ventures, whether or not such other enterprises shall be in competition with any activities of the Partnership, the General Partner or any Subsidiary of the Partnership or the General Partner; and neither the Partnership, the General Partner, any such Subsidiary nor the other Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

Section 12.3 Power of Attorney.

(A) Each Partner hereby irrevocably appoints and empowers the General Partner (which term shall include the Liquidator, in the event of a liquidation, for purposes of this Section 12.3) and each of their authorized officers and attorneys-in-fact with full power of substitution as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead to:

(1) make, execute, acknowledge, publish and file in the appropriate public offices (a) any duly approved amendments to the Certificate pursuant to the Act and to the laws of any state in which such documents are required to be filed; (b) any certificates, instruments or documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Partnership is doing or intends to do business; (c) any other instrument which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partner deems advisable to file; (d) any documents which may be required to effect the continuation of the Partnership, the admission, withdrawal or substitution of any Partner pursuant to Article VIII, dissolution and termination of the Partnership pursuant to Article X, or the surrender of any rights or the assumption of any additional responsibilities by the General Partner; (e) any document which may be required to effect an amendment to this Agreement to correct any mistake, omission or inconsistency, or to cure any ambiguity herein, to the extent such amendment is permitted by Section 11.1(B); and (f) all instruments (including this Agreement and amendments and restatements hereof) relating to the determination of the rights, preferences and privileges of any class or series of Partnership Units issued pursuant to Section 4.2(B) of this Agreement; and

(2) sign, execute, swear to and acknowledge all voting ballots, consents, approvals, waivers, certificates and other instruments appropriate or necessary, in the sole discretion of the General Partner, to make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action which is made or given by the Partners hereunder or is consistent with the terms of this Agreement and appropriate or necessary, in the sole discretion of the General Partner, to effectuate the terms or intent of this Agreement.

(B) Nothing herein contained shall be construed as authorizing the General Partner to amend this Agreement except in accordance with Article XI or as may be otherwise expressly provided for in this Agreement.

(C) The foregoing grant of authority (i) is a special power of attorney, coupled with an interest, and it shall survive the Involuntary Withdrawal of any Partner and shall extend to such Partner’s heirs, successors, assigns and personal representatives; (ii) may be exercised by the General Partner for each and every Partner acting as attorney-in-fact for each and every Partner; and (iii) shall survive the Transfer by a Limited Partner of all or any portion of its Interest and shall be fully binding upon such transferee; except that the power of attorney shall survive such assignment with respect to the assignor Limited Partner for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect the admission of the transferee as a Substitute Limited Partner. Each Partner hereby agrees to be bound by any representations made by the General Partner, acting in good faith pursuant to such power of attorney. Each Partner shall execute and deliver to the General Partner, within fifteen (15) days after receipt of the General Partner’s request therefor, such further designations, powers of attorney and other instruments as the General Partner deems necessary to effectuate this Agreement and the purposes of the Partnership.

(D) Each LB Partner hereby irrevocably appoints and empowers the General Partner and the Liquidator, in the event of a liquidation, and each of their authorized officers and attorneys-in-fact with full power of substitution, as the true and lawful agent and attorney-in-fact of such LB Partner with full power and authority in the name, place and stead of such LB Partner to take such actions (including waivers under the Partnership Agreement) or refrain from taking such action as the General Partner reasonably believes are necessary or desirable to achieve the purposes of Section 11.3 of the Partnership Agreement.

Section 12.4 Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, registered first-class mail, telex, telecopier, or any courier guaranteeing overnight delivery, (i) if to a Limited Partner, at the most current address given by such Limited Partner to the General Partner by means of a notice given in accordance with the provisions of this Section 12.4, which address initially is the address contained in the records of the General Partner, or (ii) if to the General Partner, 311 S. Wacker Drive, Suite 4000, Chicago, Illinois 60606, Attn: President.

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if hand delivered; five (5) business days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; or when receipt is acknowledged, if telecopied.

Section 12.5 Further Assurances. The parties agree to execute and deliver all such documents, provide all such information and take or refrain from taking any action as may be necessary or desirable to achieve the purposes of this Agreement and the Partnership.

Section 12.6 Titles and Captions. All article or section titles or captions in this Agreement are solely for convenience and shall not be deemed to be part of this Agreement or otherwise define, limit or extend the scope or intent of any provision hereof.

Section 12.7 Applicable Law. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the law of the State of Delaware, without regard to its principles of conflicts of laws.

Section 12.8 Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns.

Section 12.9 Waiver of Partition. Each of the parties hereto irrevocably waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to any property of the Partnership.

Section 12.10 Counterparts and Effectiveness. This Agreement may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against each Person who executed it. The execution of this Agreement and delivery thereof by facsimile shall be sufficient for all purposes, and shall be binding upon any party who so executes.

Section 12.11 Survival of Representations. All representations and warranties herein shall survive the dissolution and final liquidation of the Partnership.

Section 12.12 Entire Agreement. This Agreement (and all Exhibits hereto) contains the entire understanding among the parties hereto and supersedes all prior written or oral agreements among them respecting the within subject matter, unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, among the Partners hereto relating to the subject matter of this Agreement which are not fully expressed herein and in said Exhibits.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the sole general partner as of the day and year first above written.

General Partner:

FIRST INDUSTRIAL REALTY TRUST INC.,
as sole General Partner of the Partnership

By: /s/ Scott A. Musil
Title: Chief Financial Officer

EXHIBIT 21.1

FIRST INDUSTRIAL REALTY TRUST, INC.
SUBSIDIARIES OF THE REGISTRANT

Name	State/Province of Incorporation Formation	Registered Names in Foreign Jurisdictions
First Industrial, L.P.	Delaware	First Industrial (Alabama), Limited Partnership First Industrial (Michigan), Limited Partnership First Industrial (Minnesota), Limited Partnership First Industrial (Tennessee), L.P. First Industrial Limited Partnership
First Industrial Financing Partnership, L.P.	Delaware	First Industrial Financing Partnership, Limited Partnership First Industrial Financing Partnership, (Alabama), Limited Partnership First Industrial Financing Partnership, (Minnesota), Limited Partnership First Industrial Financing Partnership, (Wisconsin), Limited Partnership
First Industrial Pennsylvania, L.P.	Delaware	N/A
First Industrial Harrisburg, L.P.	Delaware	N/A
First Industrial Securities, L.P.	Delaware	First Industrial Securities, Limited Partnership
First Industrial Mortgage Partnership, L.P.	Delaware	First Industrial MP, L.P.
First Industrial Indianapolis, L.P.	Delaware	N/A
FI Development Services, L.P.	Delaware	FIDS (Arizona) L.P. FI Development Services, Limited Partnership FI Development Services of Delaware, L.P.
First Industrial Investment II, LLC	Delaware	N/A
First Industrial Texas, L.P.	Delaware	N/A
FR Investment Properties, LLC	Delaware	N/A
FR JH 10, LLC	Delaware	N/A
FR Massachusetts 7, LLC	Delaware	N/A
FR E2 Property Holding, LP	Delaware	N/A
FR JH 12, LLC	Delaware	N/A
FR ABC, LLC	Delaware	N/A
FR York Property Holding, LP	Delaware	N/A
FR Dallas Houston, LLC	Delaware	N/A
FR Kenosha, LLC	Delaware	N/A
FR 200 Cascade, LLC	Delaware	N/A
Huntington Vaughan Acquisition Trust II	Ontario	N/A
FR CO/TEX CUNA, LLC	Delaware	N/A
FR Crossroads I, LLC	Delaware	N/A
FR National Life, LLC	Delaware	N/A
FR AZ/TX, LLC	Delaware	N/A
FI New Jersey Exchange, LLC	Delaware	N/A
FR Bolingbrook, LLC	Delaware	N/A
FR Randolph Drive, LLC	Virginia	N/A
FR Hagerstown, LLC	Delaware	N/A
FRV CO, LLC	Delaware	N/A
FR Menomonee Falls, LLC	Delaware	N/A
FR Cumberland, LLC	Delaware	N/A
FR Georgia, LLC	Delaware	N/A
FR 30311 Emerald Valley Parkway, LLC	Delaware	N/A

Pewaukee Maple Grove, LLC	Delaware	N/A
FR Summit, LLC	Virginia	N/A
FR National Life / Harrisburg, LLC	Delaware	N/A
HQ Lemont, LLC	Delaware	N/A
FR Canada Brooks Industries Trust	Illinois	N/A
FR-CAN, Inc.	Maryland	N/A
FR Southgate Washington, LLC	Delaware	N/A

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3, (File No.'s 33-95190, 333-03999, 333-21887, 333-53835, 333-57355, 333-64743, 333-38850, 333-70638, 333-104211, 333-142472, 333-142474, 333-152907 and 333-157771) and S-8 (File No.'s 33-95188, 333-36699, 333-45317, 333-67824, 333-100630 and 333-166489) of First Industrial Realty Trust, Inc. of our report dated February 29, 2012 relating to the consolidated financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Chicago, IL
February 29, 2012

EXHIBIT 31.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Bruce W. Duncan, certify that:

1. I have reviewed this annual report on Form 10-K of First Industrial Realty Trust, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in the report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal controls over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions);

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2012

/S/ BRUCE W. DUNCAN
Bruce W. Duncan
President and Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Scott A. Musil, certify that:

1. I have reviewed this annual report on Form 10-K of First Industrial Realty Trust, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in the report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal controls over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions);

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2012

/S/ SCOTT A. MUSIL
Scott A. Musil
Chief Financial Officer

EXHIBIT 32

CERTIFICATION
Accompanying Form 10-K Report
of First Industrial Realty Trust, Inc.
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Chapter 63, Title 18 U.S.C. §1350(a) and (b))

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chapter 63, Title 18 U.S.C. §1350(a) and (b)), each of the undersigned hereby certifies, to his knowledge, that the Annual Report on Form 10-K for the period ended December 31, 2011 of First Industrial Realty Trust, Inc. (the “Company”) fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 28, 2012	/S/ BRUCE W. DUNCAN
	Bruce W. Duncan Chief Executive Officer (Principal Executive Officer)
Dated: February 28, 2012	/S/ SCOTT A. MUSIL
	Scott A. Musil Chief Financial Officer (Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The information contained in this written statement 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 or the Securities Exchange Act of 1934, except as shall be expressly set forth by specific reference to such filing.