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

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

August 20, 2008 (August 18, 2008)
Date of Report (Date of earliest event reported)

FIRST INDUSTRIAL REALTY TRUST, INC.

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

1-13102
(Commission File Number)

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

311 S. Wacker Drive, Suite 4000
Chicago, Illinois 60606
(Address of principal executive offices, zip code)

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

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On August 18, 2008, First Industrial Realty Trust, Inc. (the "Company"), First Industrial, L.P. (the "Operating Partnership"), JPMorgan Chase Bank, N.A. ("Chase") and certain other lenders entered into an amendment (the "Amendment") of that certain Fifth Amended and Restated Unsecured Revolving Credit Agreement dated as of September 28, 2007 among the Operating Partnership, the Company, Chase and the other lenders thereunder (the "Credit Facility"). As a result of the Amendment, of the aggregate amount of the revolving commitment under the Credit Facility, which remains \$500,000,000 and which, subject to certain conditions, may be increased to a maximum amount of \$700,000,000, the portion available in multiple currencies has been increased to \$161,000,000 from \$100,000,000. Also, the lenders under the Credit Facility agree that there can be further changes to the multiple currency commitment under the aggregate revolving commitment without further amendment of the Credit Facility so long as such changes are approved by the borrower, administrative agent, and each lender under the Credit Facility whose commitment is to be changed and the change does not affect the aggregate amount of the revolving commitment.

The description herein of the Amendment is qualified in its entirety, and the terms therein are incorporated herein, by reference to the Amendment filed as Exhibit 10.1 hereto.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1.	First Amendment, dated as of August 18, 2008, to the Fifth Amended and Restated Unsecured Revolving Credit Agreement dated as of September 28, 2007 among the Operating Partnership, the Company, JPMorgan Chase Bank, N.A. and the other lenders thereunder.

SIGNATURES

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

FIRST INDUSTRIAL REALTY TRUST, INC.

By: /s/ Scott A. Musil

Name: Scott A. Musil

Title: Chief Accounting Officer

Date: August 20, 2008

**FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED
UNSECURED REVOLVING CREDIT AGREEMENT**

This First Amendment to Fifth Amended and Restated Unsecured Revolving Credit Agreement (this “Amendment”) is made as of this 18th day of August, 2008 by and among FIRST INDUSTRIAL, L.P., a Delaware limited partnership (“Borrower”), FIRST INDUSTRIAL REALTY TRUST, INC., a Maryland corporation (“Guarantor”), JPMorgan Chase Bank, N.A., as a lender and as “Administrative Agent,” and the Lenders identified on the signature pages to this Amendment.

RECITALS

A. Borrower, General Partner, Administrative Agent, and the Lenders are parties to a Fifth Amendment and Restated Unsecured Credit Agreement dated as of September 28, 2007 (the “Credit Agreement”). All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, the Lenders made available a credit facility in the initial amount of \$500,000,000, subject to increase to a maximum amount of \$700,000,000. The aggregate amount of Domestic Revolving Commitments is currently \$400,000,000 and the aggregate amount of Global Revolving Commitments is currently \$100,000,000.

C. Borrower has requested a change to the Credit Agreement in order to reallocate a portion of the Domestic Revolving Commitments to be Global Revolving Commitments.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. The foregoing recitals to this Amendment are incorporated into and made a part of this Amendment.

2. Effective as of the Effective Date (as defined in Section 3 below), the Domestic Revolving Commitments and Global Revolving Commitments shall be revised to be the amounts set forth in Exhibit A to this Amendment. Exhibit A to the Credit Agreement is hereby replaced by Exhibit A to this Amendment. As of the date hereof, the aggregate amount of Domestic Revolving Commitments is \$339,000,000 and the aggregate amount of Global Revolving Commitments is \$161,000,000. The Lenders further agree that there can be further changes to the allocation of the Commitments between the Domestic Revolving Commitments and Global Revolving Commitments without requiring an amendment signed by the Required Lenders so long as the Amendment regarding such reallocation does not change the Aggregate Commitment

and is executed by Borrower, Administrative Agent, and each Lender whose Domestic Revolving Commitment or Global Revolving Commitment is changing.

3. The "Effective Date" shall be the date on which all the following conditions shall have been fulfilled:

- (a) No Event of Default or Potential Default then exists.
- (b) This Amendment shall have been executed by Borrower, Administrative Agent, the Required Lenders, and each of the Lenders whose Domestic Commitment or Revolving Commitment is changing.
- (c) The representations and warranties set forth in Paragraph 4 shall be true and correct as of such date.
- (d) Borrower shall have paid to Administrative Agent for the account of the Lenders all fees due to Lenders in connection with this Amendment.

If the Effective Date has not occurred by August 31, 2008, either Borrower or Administrative Agent may elect to terminate this Amendment which thereupon shall have no further force or effect and the Credit Agreement shall continue as if this Amendment had not been executed.

4. Borrower hereby represents and warrants that:

- (a) no Event of Default or Default exists under the Loan Documents;
- (b) the Loan Documents are in full force and effect and Borrower has no defenses or offsets to, or claims or counterclaims relating to, its obligations under the Loan Documents;
- (c) no changes have been made to the organizational documents of the Borrower since the date of the Credit Agreement unless such changes have been previously provided to Administrative Agent;
- (d) there has been no material adverse change in the financial condition of Borrower since March 31, 2008, and
- (e) Borrower has full power and authority to execute this Amendment and no consents are required for such execution other than any consents which have already been obtained.

Borrower agrees that all of its representations and warranties set forth in Article VI of the Credit Agreement and elsewhere in the Credit Agreement are true in all material respects (except with respect to matters which have been disclosed in writing to and approved by the Required Lenders), except that the Borrower has not updated any Schedules referred to in such Article VI and the financial statements required under Section 8.2(i) of the Credit Agreement except with respect to any change otherwise required to be disclosed which could reasonably be expected to have a Material Adverse Effect.

5. Except as specifically modified hereby, the Credit Agreement is and remains unmodified and in full force and effect and is hereby ratified and confirmed. All references in the Loan Documents to the "Credit Agreement" or the "Revolving Credit Agreement" henceforth shall be deemed to refer to the Credit Agreement as amended by this Amendment.

6. General Partner, in its capacity as Guarantor, hereby consents to the amendment to the Credit Agreement contained herein and reaffirms its obligations under the Guaranty delivered by it dated as of September 28, 2007.

7. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. This Amendment shall be construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois, but giving effect to federal laws applicable to national banks.

IN WITNESS WHEREOF, the Borrower, the Guarantor, the Lenders and the Administrative Agent have executed this Amendment as of the date first above written.

BORROWER:

FIRST INDUSTRIAL, L.P.

By: FIRST INDUSTRIAL REALTY TRUST, INC.,
its General Partner

By: /s/ Scott Musil
Title: Scott Musil, Its CAO and Treasurer

GENERAL PARTNER:

FIRST INDUSTRIAL REALTY TRUST, INC.

By: /s/ Scott Musil
Title: Scott Musil, Its CAO and Treasurer

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LENDERS:

JPMORGAN CHASE BANK, N.A., Individually and as
Administrative Agent

By: /s/ Vanessa Chiu

Title: Vanessa Chiu, Vice President

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WACHOVIA BANK, NATIONAL ASSOCIATION,
Individually and as Syndication Agent:

By: /s/ Cynthia A. Bean

Name: Cynthia A. Bean

Title: Vice President

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REGIONS BANK, Individually and as Documentation Agent

By: /s/ Lori Chambers

Name: Lori Chambers

Title: Vice President

U.S. BANK, NATIONAL ASSOCIATION, Individually and as
Documentation Agent:

By: /s/ Dennis Redpath
Name: Dennis Redpath
Title: Senior Vice President

COMERICA BANK, Individually and as Co-Agent:

By: /s/ Leslie A. Vogel

Name: Leslie A. Vogel

Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, Individually and as Co-Agent:

By: /s/ Dennis Owen Gallagher

Name: Dennis Owen Gallagher

Title: Senior Vice President

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WELLS FARGO BANK NATIONAL ASSOCIATION, Individually
and as Co-Agent:

By: /s/ Marla S. Bergrin

Name: Marla S. Bergrin

Title: Vice President

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THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ John Feeney

Name: John Feeney

Title: Vice President

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SUNTRUST BANK

By: /s/ Nancy Richards

Name: Nancy Richards

Title: Senior Vice President

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THE NORTHERN TRUST COMPANY

By: /s/ Robert W. Wiarda

Name: Robert W. Wiarda

Title: Vice President

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CHEVY CHASE BANK, F.S.B.

By: _____
Name: _____
Title: _____

FIRST COMMERCIAL BANK NEW YORK AGENCY

By: /s/ Yu-Mei Hsiao

Name: Yu-Mei Hsiao

Title: Assistant General Manager

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EXHIBIT A
COMMITMENT AMOUNTS

Bank	Title	Domestic Allocation	Global Allocation
JPMorgan Chase Bank, N.A.	Administrative Agent	\$ 35,000,000	\$ 35,000,000
Wachovia Bank, National Association	Syndication Agent	35,000,000	35,000,000
US Bank, N.A.	Co-Documentation Agent	30,000,000	30,000,000
PNC Bank, National Association	Co-Agent	20,000,000	20,000,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.		15,000,000	15,000,000
SunTrust Bank		13,500,000	13,500,000
The Northern Trust Company		12,500,000	12,500,000
Regions Bank	Co-Documentation Agent	60,000,000	0
Comerica Bank	Co-Agent	40,000,000	0
Wells Fargo Bank	Co-Agent	38,000,000	0
First Commercial Bank		20,000,000	0
Chevy Chase Bank, F.S.B.		20,000,000	0
Total		\$339,000,000	\$161,000,000

Exhibit A