

ACT OF DEDICATION
BY
FIRST INDUSTRIAL
DEVELOPMENT SERVICES, L.P.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

BE IT KNOWN, that effective as of the 19th day of January 2000,

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified, in and for the Parishes/Counties and States indicated hereinbelow and in the presence of the undersigned witnesses,

PERSONALLY CAME AND APPEARED:

FIRST INDUSTRIAL DEVELOPMENT SERVICES, L.P., a Delaware limited partnership, appearing herein by and through Anthony Muscatello, President of FI Development Services Corporation, its General Partner, duly authorized as indicated on the certificate of the Secretary of FI Development Services Corporation attached hereto

(hereinafter, "First Industrial")

who did say, declare and agree as follows:

A. First Industrial is the owner of certain tracts of real property situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, Extension No. 2, and identified as Lot 10 of Square 3, Lots 10 through 18 (inclusive) of Square 12, and Square 7B, all as shown on a plat of resubdivision by Krebs, LaSalle, LeMieux Consultants, Inc. dated March 22, 1999, last revised November 16, 1999, a copy of which is attached hereto (the "Survey"), which property was acquired by First Industrial by Special Warranty Sale by T.L. James & Company, Inc. unto First Industrial, dated September 10, 1998 and recorded in the records of St. Charles Parish at COB 544, folio 133, as corrected by an Act of Correction by Nadine Neal, dated September 28, 1998, and recorded in the records of St. Charles Parish at COB 544, folio 835.

B. As depicted on the Survey, First Industrial has caused the aforesaid property and the former Widgeon Drive to be resubdivided and laid out into squares and lots designated as Lot 10-A of Square 3, Lots 10-A through 18-A (inclusive) of Square 12, and Lots 1 through 5 (inclusive) of Square 7B.

C. As depicted on the Survey, First Industrial has also laid out and caused to be constructed certain streets which are named and identified as Widgeon Drive and a portion of James Drive East, and which are to be dedicated by this act and are more fully described in accordance with the Survey as follows (collectively, the "Streets"):

A Portion of James Drive East

A certain piece or portion of ground situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, State of Louisiana, in that part known as James Business Park Extension No. 2, designated as James Drive East, all as shown on a plat of subdivision of James Business Park Expansion by Krebs, LaSalle, LeMieux Consultants, Inc. dated March 22, 1999, last revised November 16, 1999, and being more fully described as follows:

Commence at the northwesterly corner of Lot 2, Square 9, James Business Park Ext. No. 2;

Thence along the easterly Right of Way line of James Drive East, N00°11'00"W a distance of 36.10' to a point, the Point of Beginning;

Thence from the Point of Beginning, S89°49'00"W a distance of 50.00' to a point on the westerly Right of Way line of James Drive East;

Thence N00°11'00"W a distance of 954.28' to the point of curvature;

Thence along the arc of a curve to the left, having a radius of 30.00', an arc length of 36.93', a chord bearing of N35°26'52"W and a chord distance of 34.64' to the point of reverse curve;

Thence along the arc of a curve to the right, having a radius of 60.00', an arc length of 141.66', a chord bearing of N03°04'22"W and a chord distance of 110.98' to a point;

Thence N64°34'00"E a distance of 83.58' to a point; thence S00°11'00"E a distance of 1165.15' to a point, the Point of Beginning.

Widgeon Drive

A certain piece or portion of ground situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, State of Louisiana, in that part known as James Business Park Extension No. 2, designated as Widgeon Drive, all as shown on a plat of subdivision of James Business Park Expansion by Krebs, LaSalle, LeMieux Consultants, Inc. dated March 22, 1999, last revised November 16, 1999, and being more fully described as follows:

Commence at the northwesterly corner of Lot 2, Square 9, James Business Park Ext. No. 2;

Thence along the easterly Right of Way line of James Drive East, N00°11'00"W a distance of 36.10' to a point;

Thence S89°49'00"W a distance of 50.00' to a point on the westerly Right of Way line of James Drive East;

Thence along the westerly Right of Way line of James Drive East, S00°11'00"E a distance of 25.00' to a point, the Point of Beginning;

Thence from the Point of Beginning along the arc of a curve to the left, having a radius of 25.00', an arc length of 39.27', a chord bearing of N45°11'00"W and a chord distance of 35.36' to the point of tangency;

Thence S89°49'00"W a distance of 900.00' to the point of curvature;

Thence along the arc of a curve to the left, having a radius of 25.00', an arc length of 39.27', a chord bearing of S44°49'00"W and a chord distance of 35.36' to the point of tangency on the easterly Right of Way line of James Drive West;

Thence along said easterly Right of Way line, N00°11'00"W a distance of 25.00' to a point on the northerly Right of Way line of James Drive West;

Thence along said northerly Right of Way line, S89°49'00"W a distance of 50.00' to a point on the westerly Right of Way line of James Drive West;

Thence along said westerly Right of Way line, S00°11'00"E a distance of 25.00' to a point;

Thence along the arc of a curve to the left, having a radius of 25.00', an arc length of 39.27', a chord bearing of N45°11'00"W and a chord distance of 35.36' to the point of tangency;

Thence S89°49'00"W a distance of 100.00' to the point of curvature;

Thence along the arc of a curve to the right, having a radius of 60.00', an arc length of 269.30', a chord bearing of N38°23'49"E and a chord distance of 93.81' to the point of reverse curve;

Thence along the arc of a curve to the left, having a radius of 30.00', an arc length of 40.40', a chord bearing of S51°36'11"E and a chord distance of 37.42' to the point of tangency;

Thence N89°49'00"E a distance of 1012.25' to the point of curvature;

Thence along the arc of a curve to the left, having a radius of 25.00', an arc length of 39.27', a chord bearing of N44°49'00"E and a chord distance of 35.36' to a point;

Thence S00°11'00"E a distance of 100.00' to a point, the Point of Beginning.

D. As depicted on the Survey, First Industrial has also designated and labeled various servitudes for water, sewer and drainage purposes and caused to be constructed certain facilities therein, and which are more particularly described as follows (collectively, the "Servitudes"):

Those certain servitudes affecting pieces or portions of ground situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, State of Louisiana, in that part known as James Business Park Extension No. 2, all as shown on a plat of subdivision of James Business Park Expansion by Krebs, LaSalle, LeMieux Consultants, Inc. dated March 22, 1999, last revised November 16, 1999, and being more fully described as follows:

15' drainage servitude located on the line common to Lot 10-A, Square 3 and Lot 4, Square 7B;

15' drainage access servitude located parallel to the westerly line of Lot 4, Square 7B;

30' drainage servitude located along the northerly line of Lots 3 and 4 of Square 7B;

5' water servitude located along the lines common to Widgeon Drive and each of Lots 2, 3 and 4 of Square 7B and along a portion of the line common to Lot 2, Square 7B and James Drive East;

5' sewer servitude located along the northerly five (5) feet of Lots 10-A through 18-A, inclusive, of Square 12;

5' sewer servitude located along the line common to Lot 1, Square 7B and James Drive East;
and

45' temporary drainage servitude located in Lot 5, Square 7B, to be revoked upon the installation of subsurface drainage in said lot.

E. Under the covenants, conditions and stipulations hereinafter recited, First Industrial does hereby dedicate the Streets as public streets and does hereby grant the various Servitudes to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles and the public in general.

F. The aforesaid dedication and grant are subject to all of the following terms and conditions:

1. The grant of the Servitudes shall constitute the granting only of a "personal servitude of right of use," being a "limited personal servitude" in favor of the Parish of St. Charles. First Industrial does hereby reserve all rights of fee ownership to that portion of the property encumbered by the Servitudes.
2. First Industrial does hereby reserve all rights of ownership in and to all of the oil, gas and other minerals in, on and under the property covered and affected by the Streets and Servitudes, provided however that no part of the surface of the property covered and affected by the Streets and Servitudes above shall be used for the exploration, development or production of minerals, and further provided that building restrictions exist or will be imposed by First Industrial on the property adjacent to the Streets and Servitudes prohibiting the use of any part of the surface of said property for the exploration, development or production of minerals.
3. The dedication of Streets and grant of Servitudes are made by First Industrial without any warranty whatsoever except as provided herein.
4. By its acceptance of this dedication, St. Charles Parish binds and obligates itself not to use any of the property dedicated herein for the Streets in any manner which would be inconsistent with or detrimental to use as a public street, and further binds and obligates itself to use the Servitudes granted herein only for utility and drainage purposes.
5. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the Streets dedicated herein, and maintaining the various street, sewer and drainage facilities within the areas of the Servitudes.
6. The grant of the Servitudes is not exclusive and First Industrial reserves the right to use or grant any other rights with respect to the property encumbered by the Servitudes not inconsistent with the Servitudes. The Servitudes shall not be utilized so as to unreasonably interfere with or impair ingress or egress from the Streets to any of the lots in James Business Park Extension No. 2.
7. The dedication and grant made herein are made subject to any existing servitudes affecting James Business Park Extension No. 2, such as, by way of illustration without limitation, pipeline servitudes and levees.
8. First Industrial warrants that the herein dedication of Streets and grant of Servitudes are free of any liens and/or encumbrances, except for those servitudes referenced in subsection (g) above.

9. The dedication and grant made herein shall inure to the benefit of the St. Charles Parish Council or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
10. Where First Industrial has placed water, sewer and drainage facilities in the Servitudes, First Industrial warrants that said facilities are within the boundaries of the Servitudes as granted herein.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Chris A. Tregre, Parish President, duly authorized by virtue of Ordinance No. 00-1-2 of the St. Charles Parish Council adopted on January 11, 2000, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the Streets as dedicated herein and the utility and drainage facilities located within the Servitudes granted herein has been satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept said Streets and utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED by First Industrial Development Services, L.P. on the
17th day of December, 1999 in the County of COOK, State
of Illinois, before me, the undersigned Notary Public, duly commissioned and qualified in and for
said County and State, and in the presence of the undersigned competent witnesses, who have signed
with First Industrial Development Services, L.P. after due reading of the whole.

FIRST INDUSTRIAL DEVELOPMENT
SERVICES, L.P., a Delaware limited partnership

By: FI Development Services Corporation, a
Maryland corporation, its General Partner

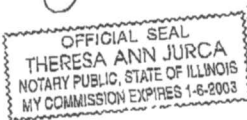
Valerie M. Kelly
Lisa Anderson

By: Johannson L. Yap
Johannson L. Yap

Theresa Ann Jurca
NOTARY PUBLIC

Seal

My Commission Expires:



THUS DONE AND PASSED by St. Chalres Parish on the 21 day of January
2000
1999 in the Parish of St. Charles, State of Louisiana, before me, the
undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, and
in the presence of the undersigned competent witnesses, who have signed with St. Charles Parish
after due reading of the whole.

WITNESSES:

Timothy J. Vici

Jan Bevel

PARISH OF ST. CHARLES

By: Albert D. Lopez
Parish President

Lina V. Bourque
NOTARY PUBLIC