

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-3
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

WASHINGTON REAL ESTATE INVESTMENT TRUST
 (EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

<TABLE>
 <S>

DISTRICT OF COLUMBIA
 (STATE OR OTHER JURISDICTION OF
 INCORPORATION OR ORGANIZATION)

<C>

53-0261100
 (I.R.S. EMPLOYER
 IDENTIFICATION NO.)

</TABLE>

10400 CONNECTICUT AVENUE
 KENSINGTON, MARYLAND 20895
 (301) 929-5900

(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER
 INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

BENJAMIN H. DORSEY, ESQ.

GENERAL COUNSEL AND SECRETARY
 10400 CONNECTICUT AVENUE
 KENSINGTON, MARYLAND 20895
 (301) 929-5900

(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE
 NUMBER INCLUDING AREA CODE, OF AGENT FOR SERVICE)

COPIES TO:

<TABLE>
 <S>

JEFFREY E. JORDAN, ESQ.
 ARENT FOX KINTNER PLOTKIN & KAHN
 1050 CONNECTICUT AVENUE, N.W.
 WASHINGTON, DC 20036-5339
 (202) 857-6473

<C>

THOMAS R. SMITH, JR., ESQ.
 BROWN & WOOD
 ONE WORLD TRADE CENTER
 NEW YORK, NY 10048-0557
 (212) 839-5535

</TABLE>

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO PUBLIC:
 AS SOON AS PRACTICABLE AFTER THIS REGISTRATION STATEMENT BECOMES EFFECTIVE.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. / /

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. / /

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. /X/

CALCULATION OF REGISTRATION FEE

<TABLE>
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TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED (1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE (2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (2)	AMOUNT OF REGISTRATION FEE
<S> Shares of Beneficial Interest, no par value...	<C> 4,025,000	<C> \$15.625	<C> \$62,890,625	<C> \$21,686.43

- (1) Includes 525,000 shares of beneficial interest which the Underwriters have the option to purchase to cover over-allotments, if any.
- (2) Estimated solely for the purpose of determining the registration fee pursuant to Rule 457(c).

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

SUBJECT TO COMPLETION

PRELIMINARY PROSPECTUS DATED JUNE 26, 1995

PROSPECTUS
(WRIT LOGO)

3,500,000 SHARES

WASHINGTON REAL ESTATE INVESTMENT TRUST

SHARES OF BENEFICIAL INTEREST

The shares of beneficial interest (the "Shares") of Washington Real Estate Investment Trust ("WRIT" or the "Trust") are listed on the American Stock Exchange under the symbol "WRE." On June 23, 1995, the last reported sale price of the Shares on the American Stock Exchange was \$15.125 per Share.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

<TABLE>
<CAPTION>

	PRICE TO PUBLIC	UNDERWRITING DISCOUNT (1)	PROCEEDS TO TRUST (2)
<S> Per Share.....	<C> \$	<C> \$	<C> \$
Total (3).....	\$	\$	\$

</TABLE>

- (1) The Trust has agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933. See "Underwriting".
- (2) Before deducting expenses of the offering estimated at \$210,000, payable by the Trust.
- (3) The Trust has granted the Underwriters a 30-day option to purchase up to an additional 525,000 Shares to cover over-allotments, if any. If all of such Shares are purchased, the total Price to Public, Underwriting Discount and Proceeds to Trust will be \$, \$ and \$, respectively. See "Underwriting."

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR
ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION
TO THE CONTRARY IS UNLAWFUL.

The Shares are offered by the several Underwriters, subject to prior sale, when, as and if delivered to and accepted by them, subject to approval of certain legal matters by counsel for the Underwriters. The Underwriters reserve the right to withdraw, cancel or modify such offer and to reject orders in whole or in part. It is expected that the delivery of the Shares offered hereby will be made in New York, New York on or about July , 1995.

MERRILL LYNCH & CO.
ALEX. BROWN & SONS
INCORPORATED
A.G. EDWARDS & SONS, INC.

LEGG MASON WOOD WALKER
INCORPORATED

The date of this Prospectus is July , 1995.

WRIT
GROWTH OF
FUNDS FROM OPERATIONS AND
DIVIDENDS PAID

<TABLE>
<CAPTION>

YEAR ----	DIVIDENDS PAID ----	FUNDS FROM OPERATIONS -----
<S>	<C>	<C>
1980	3,484,210	4,990,351
1981	4,526,737	6,074,430
1982	4,929,329	6,590,953
1983	5,134,851	8,002,590
1984	8,053,184	9,889,957
1985	8,344,614	10,919,494
1986	9,822,265	12,703,890
1987	12,028,949	13,277,702
1988	13,087,538	14,587,538
1989	15,341,742	17,280,718
1990	17,030,987	19,229,034
1991	19,672,408	21,707,672
1992	22,513,368	23,850,876
1993	24,380,361	26,162,021
1994	25,981,388	27,100,541

</TABLE>

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE TRUST'S SHARES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE AMERICAN STOCK EXCHANGE, IN THE OVER-THE-COUNTER MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

PROSPECTUS SUMMARY

This summary is qualified in its entirety by reference to the more detailed information and financial statements appearing elsewhere in this Prospectus or incorporated herein by reference. Unless otherwise indicated, the information presented herein assumes that the Underwriters' over-allotment option is not

exercised.

THE TRUST

Washington Real Estate Investment Trust ("WRIT" or the "Trust"), founded in 1960, is an equity real estate investment trust investing in income-producing properties principally in the Greater Washington-Baltimore region. The Trust owns a diversified portfolio of 38 properties consisting of 13 office buildings, 11 shopping centers, five high-rise apartment buildings and nine industrial distribution properties.

WRIT's principal objective is to increase operating income by investing in high quality real estate with strong growth potential in prime locations and aggressively managing these properties with active leasing and capital improvement programs.

The percentage leased at March 31, 1995 for the Trust's properties was 91% for office buildings, 94% for shopping centers, 96% for apartment buildings and 95% for industrial distribution properties.

Total debt (all medium-term) on May 31, 1995 was \$41,000,000, which represented less than 9% of the market capitalization of the Trust.

WRIT's income from operations and funds from operations have increased for 29 consecutive years. WRIT concentrates on increasing its funds from operations to achieve its objective of paying increasing dividends to its shareholders. Consecutive quarterly dividends have been paid for 33 years and the annual dividend paid has increased every year since 1970. The most recent dividend increase was to \$.25 per Share payable June 30, 1995 to shareholders of record on June 16, 1995, representing an indicated current annual rate of \$1.00. Since 1980, combined Share splits have totaled 10-for-1.

The principal offices of the Trust are located at 10400 Connecticut Avenue, Kensington, Maryland 20895, telephone (301) 929-5900/(800) 565-9748.

THE OFFERING

<TABLE>	
<S>	<C>
Shares Offered.....	3,500,000
Shares to be Outstanding after the Offering.....	31,742,544
Use of Proceeds.....	To repay indebtedness outstanding under lines of credit and acquire and/or renovate, expand or improve income producing properties.
American Stock Exchange Symbol.....	WRE
</TABLE>	

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SUMMARY FINANCIAL DATA
(IN THOUSANDS, EXCEPT PER SHARE DATA)

<TABLE>							
<CAPTION>							
		YEAR ENDED DECEMBER 31,				THREE MONTHS ENDED MARCH 31,	
		1990	1991	1992	1993	1994	1995
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
OPERATING DATA							
Real estate rental revenue...	\$ 30,233	\$ 33,311	\$ 34,132	\$ 39,375	\$ 45,511	\$ 11,312	\$ 12,464
Income before gain on sale of real estate.....	16,122	18,386	20,429	22,506	23,122	5,805	6,159
Gain on sale of real estate.....	0	0	0	741	0	0	0
Net income.....	16,122	18,386	20,429	23,247	23,122	5,805	6,159
</TABLE>							

<TABLE>							
<CAPTION>							
		DECEMBER 31,				MARCH 31,	
		1990	1991	1992	1993	1994	1995
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
BALANCE SHEET DATA							
Real estate (at cost).....	\$113,317	\$117,576	\$155,765	\$170,461	\$206,378	\$172,711	\$225,585
Total assets.....	106,955	135,741	185,673	162,011	178,806	162,418	195,034
Mortgages payable.....	12,379	11,329	1,115	0	0	0	0
Lines of credit payable/Short-term bank loan.....	0	0	21,000	0	18,000	0	34,000
Shareholders' equity.....	90,621	119,944	159,027	157,348	154,659	156,801	154,040

</TABLE>

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,					THREE MONTHS ENDED MARCH 31,	
	1990	1991	1992	1993	1994	1994	1995
	<C>	<C>	<C>	<C>	<C>	<C>	<C>
OTHER DATA							
Funds from operations (1)....	\$ 19,187	\$ 21,675	\$ 23,817	\$ 26,122	\$ 27,055	\$ 6,727	\$ 7,234
Dividends paid.....	17,031	19,672	22,513	24,380	25,981	6,495	6,778
Dividends paid per share (2).....	0.73	0.79	0.84	0.89	0.92	0.23	0.24

(1) Funds from Operations ("FFO"), as defined by the National Association of Real Estate Investment Trusts ("NAREIT"), is net income adjusted for depreciation and amortization and gains or losses from property sales. FFO does not represent cash flows from operations as defined by generally accepted accounting principles, should be considered along with, but not as an alternative to, net income as an indicator of the Company's operating performance and is not indicative of cash available to fund all cash flow needs. In March 1995, NAREIT issued a clarification of its definition of FFO. The clarification provides that amortization of deferred financing costs and depreciation of non-real estate assets are no longer to be added back to net income in arriving at FFO and that extraordinary, nonrecurring items should be adjusted out of net income. The amounts reflected in this Prospectus have been adjusted to incorporate that clarification.

(2) Adjusted to give effect to the 3-for-2 share split in May 1992.

THE TRUST

GENERAL OPERATING PRACTICES

The Trust generally observes the following operating practices:

Selection of Real Estate Investments: The Trust purchases properties principally in the Greater Washington-Baltimore region where its senior management is located and knows, on a firsthand basis, the market and the economic factors which affect it. In order to avoid the greater risks of speculative development, the Trust generally buys existing income producing properties.

Property Type Diversification: The Trust seeks to invest in properties with different supply-demand cycles and growth periods and therefore seeks to maintain a balanced and diversified portfolio of office buildings, shopping centers, apartment buildings and industrial distribution properties. The percentage contribution to the Trust's total real estate rental revenue by property group for the first quarter of 1995 was as follows:

<S>	<C>
Office Buildings.....	42%
Shopping Centers.....	25%
Apartment Buildings.....	23%
Industrial Distribution Properties.....	10%

	100%

</TABLE>

Tenant Diversification: The Trust also seeks to maintain a diversified tenant base in its commercial properties in order to minimize the influence of any one tenant on the Trust's revenues. As of May 31, 1995, WRIT's commercial tenant base was diversified among approximately 900 tenants, with the average tenant occupying less than 3,600 square feet and no single lease accounting for more than 2.1% of the Trust's annual revenues. As of the same date, annual rents attributable to all Federal Government tenants totaled approximately 5.0% of the Trust's annual revenues.

Capitalization and Finance Strategy: Until recently, the Trust maintained substantial cash reserves from the proceeds of Share offerings in lieu of utilizing debt for acquisitions and capital improvements. As a result of changed market conditions, the Trust now has commitments for bank lines of credit with medium-term rather than short-term features. For the foreseeable future, the Trust intends to utilize these credit facilities to fund acquisitions and major capital improvements. The Trust intends to retire these debt obligations from future Share offerings. The Trust's management believes this method of funding for future investment provides greater flexibility for timing of public Share

offerings, reduces exposure to yield maintenance costs and avoids lock out from prepayment features found in long-term debt agreements.

In determining its borrowing policy, the Trust also considers its debt service coverage ratio (funds from operations plus debt service divided by the debt service). A ratio of 3:1 is generally considered conservative and the Trust intends to maintain its debt service coverage ratio in excess of this. Capital market conditions may from time to time influence management to reconsider this policy if it deems that a change is in the best interest of the Trust.

The Trust currently has unsecured bank lines of credit and commitments totaling \$75,000,000. These commitments permit the Trust to extend the term of the loans outstanding for up to a period of 5 years at the Trust's option. At March 31, 1995, \$34,000,000 was outstanding on these lines. After the purchase of the Tech 100 Industrial Park on May 17, 1995, the Trust had \$41,000,000 outstanding on these lines. As of May 31, 1995, the weighted average interest rate for these borrowings was 6.8%.

100% Ownership: The Trust currently owns 100% of the equity of all of its properties and has no partners, participating mortgages or other equity or income sharing arrangements.

Although management of the Trust anticipates that it will generally continue to follow the foregoing practices, management is not bound to do so and may change particular practices in light of future economic conditions and other relevant factors.

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RECENT DEVELOPMENTS

Management Transition

In March of 1995, Arthur A. Birney, a co-founder and Trustee of the Trust, became Chairman of the Board of Trustees and Edmund B. Cronin, Jr., President, Chief Operating Officer and Trustee, became Chief Executive Officer, succeeding B. Franklin Kahn, who had served as Chairman and Chief Executive Officer until his retirement.

The Trust has also increased its senior management strength and depth with the addition of Larry E. Finger, Senior Vice President and Chief Financial Officer, in December 1993, Thomas L. Regnell, Vice President -- Acquisitions, in January 1995 and Mary Beth Avedesian, Vice President -- Investments, in March 1995. See "Management".

Property Acquisitions

During the past 12 months, the Trust acquired the following properties:

- Tycon Plaza II and III office buildings containing approximately 293,000 rentable square feet, in Tysons Corner, Virginia
- The Shoppes of Foxchase, a 128,000 rentable square foot shopping center, in Alexandria, Virginia
- 6110 Executive Boulevard, a 198,000 rentable square foot office building, in Rockville, Maryland
- Tech 100 Industrial Park, a 167,000 square foot industrial distribution complex in Howard County, Maryland, three miles from Baltimore-Washington International Airport.

The aggregate purchase price of these properties totaled approximately \$53,000,000, and the Trust anticipates that these properties (including capital improvements) will produce an average first full year return on investment (funds from operations divided by total investment) of 11.3%. See "Description of Real Estate Investments".

Property Repositionings

In late 1994 and continuing into 1995, the Trust has repositioned the following properties, through capital improvements, to enable them to compete at higher rental levels in their markets:

- Chevy Chase Metro Plaza -- The Trust is adding 10,000 square feet of rentable area within a previously occupied two-story theater along with other building improvements. Resulting rental increases are expected to increase this property's anticipated annual operating income by 55%.
- 1901 Pennsylvania Avenue, N.W., Washington, D.C. -- Major renovations, expected to be completed in the third quarter of 1995, to the main lobby, building hallways, common areas and restrooms, and modernizing of the elevator equipment, elevator cabs and building mechanical systems are expected to enable this building to compete successfully in the downtown Washington, D.C. market.

Renovations and expansions, including those listed above, are currently underway or are planned at several of the Trust's properties, the estimated aggregate cost of which is approximately \$8,000,000 for 1995.

See "Description of Real Estate Investments" below for further information regarding the improvements made to certain properties.

GREATER WASHINGTON-BALTIMORE REAL ESTATE MARKET

The Greater Washington-Baltimore regional real estate market continues to be one of the strongest in the United States. All sectors of the region's commercial and multi-family real estate market are experiencing relatively high occupancy levels. Rents have stabilized, concessions have substantially receded, and little speculative development is taking place in the region. Though credit for real estate acquisitions and

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development is more available now than in recent years, the providers of credit continue to be very selective. This situation reduces competition for acquisitions.

The CMSA (Consolidated Metropolitan Statistical Area) region which includes metropolitan Washington-Baltimore is the fourth largest region in the United States with a population in excess of 6.9 million. Additionally, the region is ranked number one nationally in both median household income and population with higher education at the undergraduate and post graduate level based on Bureau of Census statistical data. The Greater Washington-Baltimore regional economy is principally service industry oriented and, particularly in the case of the Greater Washington area, is driven by the presence of the Federal Government. There has been, and management expects there will continue to be, a shrinking in the size of the Federal Government as evidenced by, among other things, a decrease in direct Federal Government employment. However, to date, this decrease has been more than offset by an increase in employment in the private business sectors of the Greater Washington economy. While the Federal Government workforce reductions to date have not resulted in any major negative impact on the business of the Trust, no assurance can be given as to the effect on the Trust of further cutbacks in Federal spending or employment.

The strength of the Greater Washington-Baltimore region is evidenced by the research of such groups as the Metropolitan Council of Governments and The Greater Washington Research Center, which demonstrates that as a result of the increased outsourcing of government goods and services requirements the region is experiencing positive growth, though at a slower rate than during 1980-1989. As the chart below demonstrates, during 1994 regional Federal Government employment declined by approximately 11,000 while private sector employment increased by approximately 56,000.

WAGE AND SALARY EMPLOYMENT
WASHINGTON PMSA*
JANUARY 1994 AND 1995
(EMPLOYMENT IN THOUSANDS)

<TABLE>
<CAPTION>

SECTOR	AT 1/94	AT 1/95	CHANGE
<S>	<C>	<C>	<C>
Private.....	1,684.8	1,740.5	55.7
Federal Government.....	381.2	370.3	-10.9

</TABLE>

* Primary Metropolitan Statistical Area (PMSA) employment data reflect official re-benchmarked totals for 1994 and preliminary 1995 estimates.

The Trust has historically focused its leasing efforts toward the private sector smaller space user. Only 5% of the Trust's anticipated 1995 gross revenue is generated from space leased to the Federal Government. Management believes that the combination of a strong capital structure, access to capital, strong organizational capabilities and firsthand knowledge of regional economic and real estate trends uniquely positions the Trust to take advantage of attractive acquisition opportunities. In particular, the Trust's property type diversification, property management and enhancement and leasing capabilities enable it to be very flexible in property selection with the goal of increasing property operating income over the near term and property values over the long term.

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The net proceeds to be received by the Trust from the issuance and sale of the Shares offered hereby (the "Offering") are estimated at \$ (if the Underwriters' over-allotment option is exercised in full). The Trust intends to use these funds to repay outstanding indebtedness under its lines of credit and acquire and/or renovate, expand or improve income-producing properties. As of May 31, 1995, the amounts outstanding, interest rates, interest lock-in dates and maturities on the lines of credit were as follows:

<TABLE>
<CAPTION>

AMOUNT OUTSTANDING	INTEREST RATE	INTEREST FIXED THROUGH	MATURITY
\$18,000,000	6.94%	2/20/96	8/25/95*
16,000,000	6.80	9/08/95	1/31/99
7,000,000	6.43	11/15/95	1/31/99
\$41,000,000	6.80%**		

* Subject to extension until 8/25/98 at the Trust's option.

** Weighted average

The amounts drawn under the lines of credit (plus the proceeds of previous Share offerings) were used to acquire the Tycon, Foxchase, Executive Boulevard and Tech 100 properties. See "The Trust -- Recent Developments -- Property Acquisitions". It is expected that properties purchased in the future will be of the same general character as those presently held by the Trust.

Pending the uses described above, the net proceeds may be invested in certificates of deposit, highly rated commercial paper or other similar interest-bearing government or rated corporate securities.

CAPITALIZATION

The following table sets forth the capitalization of the Trust as of March 31, 1995, as adjusted to give effect to the Offering and the anticipated use of a portion of the net proceeds of the Offering to repay indebtedness outstanding under the Trust's lines of credit.

<TABLE>
<CAPTION>

	MARCH 31, 1995	
	ACTUAL	AS ADJUSTED
	(IN THOUSANDS)	
<S>	<C>	<C>
Lines of credit payable:.....	\$ 34,000 (1)	\$ 0 (1)
Shareholders' equity:		
Shares of beneficial interest; without par value; unlimited authorization: 28,242,544 issued and outstanding, and 31,742,544, as adjusted.....	138,722	
Undistributed gains on real estate dispositions.....	15,319	15,319
Total shareholders' equity.....	154,041	
Total capitalization.....	\$188,041	\$

</TABLE>

(1) As of May 31, 1995, the Trust's unsecured lines of credit have an outstanding balance of \$41,000,000, including the \$7,000,000 borrowed for the purchase of the Tech 100 Industrial Park. The entire \$41,000,000 balance is anticipated to be paid off with a portion of the proceeds of the Offering.

DIVIDENDS

The Trust's policy is to pay quarterly dividends aggregating annually at least 95% of its ordinary taxable income. Decisions by the Trustees as to distributions of capital gains are made on a case by case basis. The Trust's policy complies with the current distribution provisions of federal income tax laws applicable to real estate investment trusts and, assuming compliance with other requirements, income so distributed is not taxable to the Trust under such laws. The declaration of dividends is discretionary with the Trustees and depends upon the Trust's distributable funds, financial requirements, tax

considerations and other factors. It is the present intention of the Trustees to consider the payment of cash dividends each quarter, but no assurance can be given that past dividend practices will be followed in the future.

The tax status of 1994 dividends were reported as:

<TABLE>
<CAPTION>

ORDINARY INCOME	CAPITAL GAINS	RETURN OF CAPITAL	TOTAL
<S>	<C>	<C>	<C>
90.5%	--	9.5%	100%

</TABLE>

DIVIDEND REINVESTMENT PLAN

The Trust has a Dividend Reinvestment Plan (the "Plan") which allows shareholders to acquire additional Shares by automatically reinvesting all or part of their cash dividends. Shares are acquired pursuant to the Plan at a price equal to the prevailing market price of such Shares, without payment of any brokerage commission or service charge by the participant. The Plan also allows participating shareholders to purchase Shares pursuant to the same terms and in the same manner as cash dividends are invested in amounts of not less than \$100 nor more than \$25,000 per calendar year, without payment of any brokerage commission or service charge by the participant. Shareholders who do not participate in the Plan continue to receive cash dividends, as declared.

On Page 10 of the Prospectus there appears a map of the Greater Washington, D.C. Metropolitan area indicating the location of the Trust's 38 properties and indicates whether each property is a shopping center, an office building, industrial distribution property or an apartment building. There is also a list of properties conforming to the list appearing on the following pages of the Prospectus.

INVESTMENTS OF THE TRUST

The following table describes the Trust's real estate investment portfolio. All dollar amounts are in thousands and all information is as of March 31, 1995, except for Tech 100 Industrial Park for which information is as of May 17, 1995, the date of acquisition. Net square footage does not include garage or surface parking. The percent leased is the percentage of net rentable space leased including signed leases for space not yet occupied by the tenants.

<TABLE>
<CAPTION>

REAL ESTATE INVESTMENTS (CORRESPONDING NUMBER ON PAGE 10 MAP)	YEAR ACQUIRED	NET SQUARE FEET	PERCENT LEASED	ACQUISITION COST	CAPITAL IMPROVEMENTS SINCE ACQUISITION
TOTAL INVESTMENT					
<S>	<C>	<C>	<C>	<C>	<C>
<C>					
SHOPPING CENTERS					
Takoma Park (1).....	1963	58,811	100%	\$ 1,500,000	\$ 1,000
\$ 1,501,000					
Prince William Plaza (2).....	1968	53,999	87	992,000	385,000

1,377,000						
Westminster (3).....	1972	171,531	89	2,442,000	1,675,000	
4,117,000						
Dover Mart (4).....	1973	44,044	100	707,000	664,000	
1,371,000						
Concord Centre (5).....	1973	76,383	91	1,263,000	2,605,000	
3,868,000						
Clairmont (6).....	1976	40,455	100	1,046,000	634,000	
1,680,000						
Wheaton Park (7).....	1977	46,716	100	1,480,000	690,000	
2,170,000						
Bradlee (8).....	1984	167,974	100	9,580,000	3,402,000	
12,982,000						
Chevy Chase Metro Plaza (9).....	1985	49,893	93	5,854,000	2,344,000	
8,198,000						
Montgomery Village (10).....	1992	196,464	93	20,730,000	458,000	
21,188,000						
Shoppes of Foxchase (11).....	1994	127,564	94	8,818,000	261,000	
9,079,000						
-----		-----	---	-----	-----	
Sub-Total.....		1,033,834	94%	\$ 54,412,000	\$13,119,000	
\$ 67,531,000		-----	---	-----	-----	

OFFICE BUILDINGS						
1901 Pennsylvania Ave. (12).....	1977	96,506	51% (a)	\$ 4,373,000	\$ 3,243,000	
\$ 7,616,000						
WRIT Building (13).....	1979	65,885	96	1,912,000	2,900,000	
4,812,000						
One Metro Square (14).....	1979	208,243	90	11,709,000	5,222,000	
16,931,000						
444 N. Frederick Ave. (15).....	1989	65,809	90	4,630,000	1,196,000	
5,826,000						
7700 Leesburg Pike (16).....	1990	122,222	95	7,670,000	2,107,000	
9,777,000						
Arlington Financial (17).....	1992	51,655	100	6,293,000	136,000	
6,429,000						
515 King Street (18).....	1992	78,073	98	8,034,000	605,000	
8,639,000						
Saratoga Office Bldg. (19).....	1993	59,013	80	3,018,000	366,000	
3,384,000						
Lexington Office Bldg. (20).....	1993	47,751	100	2,442,000	133,000	
2,575,000						
Brandywine Center (21).....	1993	34,982	100	1,454,000	104,000	
1,558,000						
Tycon Plaza II (22).....	1994	141,043	97	10,505,000	356,000	
10,861,000						
Tycon Plaza III (23).....	1994	151,670	99	11,049,000	428,000	
11,477,000						
6110 Executive Boulevard (24).....	1995	198,252	93	16,409,000	24,000	
16,433,000						
-----		-----	---	-----	-----	
Sub-Total.....		1,321,104	91%	\$ 89,498,000	\$16,820,000	
\$106,318,000		-----	---	-----	-----	

APARTMENT BUILDINGS/UNITS						
3801 Connecticut Avenue /307 (29).....	1963	242,000	97%	\$ 3,098,000	\$ 3,413,000	
\$ 6,511,000						
Roosevelt Towers/191 (25).....	1965	229,000	95	2,332,000	1,531,000	
3,863,000						
Park Adams/200 (26).....	1969	210,000	99	1,940,000	2,308,000	
4,248,000						
Country Club Towers/227 (28).....	1969	276,000	92	2,861,000	2,251,000	
5,112,000						
Munson Hill Towers/279 (27) (b).....	1970	340,000	98	3,337,000	3,492,000	
6,829,000						
-----		-----	---	-----	-----	
Sub-Total (1,200 units).....		1,297,000	96%	\$ 13,568,000	\$12,995,000	
\$ 26,563,000		-----	---	-----	-----	

INDUSTRIAL DISTRIBUTION PROPERTIES						
Shirley I-395 (30).....	1961	112,585	100%	\$ 1,917,000	\$ 948,000	
\$ 2,865,000						
Dept. of Commerce (31).....	1971	105,000	100	1,356,000	1,261,000	
2,617,000						
V Street (33).....	1973	30,753	25	443,000	143,000	
586,000						
Capital Freeway (34).....	1974	145,000	100	1,505,000	2,613,000	
4,118,000						
Fullerton (35).....	1985	103,339	95	4,267,000	606,000	

4,873,000					
Ravensworth Center (32).....	1986	29,000	100	1,451,000	336,000
1,787,000					
Pepsi-Cola (36).....	1987	68,750	100	2,552,000	1,514,000
4,066,000					
Charleston (37).....	1993	85,267	92	4,136,000	126,000
4,262,000					
Tech 100 (38).....	1995	167,267	96	6,832,000	N/A
6,832,000					
-----				-----	-----
Sub-Total.....		846,961	95%	\$ 24,459,000	\$ 7,547,000
\$ 32,006,000					
-----				-----	-----
TOTAL.....		4,498,899	94%	\$181,937,000	\$50,481,000
\$232,418,000					
=====		=====	=====	=====	=====

</TABLE>

- (a) 1901 Pennsylvania Avenue is undergoing significant renovations; see "Recent Developments" and "Description of Real Estate Investments".
- (b) The site of Munson Hill Towers apartments is rented under a ground lease requiring annual payments of \$22,590 until the expiration of the lease in 2060.

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DESCRIPTION OF REAL ESTATE INVESTMENTS

The Trust's portfolio of 38 properties consists of 13 office buildings with approximately 1,321,000 rentable square feet, 11 shopping centers with approximately 1,034,000 rentable square feet, five high-rise apartment buildings with approximately 1,200 units and nine industrial distribution properties with approximately 847,000 square feet. In the opinion of management, the Trust's properties are adequately protected by "all risk" insurance coverage, have been well maintained and are in good condition.

The following are descriptions of WRIT's most significant properties in each property group, in terms of total investment.

OFFICE BUILDING GROUP:

Tycon Plaza II and III
8229-8245 Boone Boulevard
Tysons Corner, Virginia

In June 1994, the Trust purchased these two 8-story office buildings containing a total of 293,000 rentable square feet plus on-site parking for 895 cars. At the time of purchase, the property was 71% leased and at March 31, 1995, was 98% leased. Over the past year, extensive improvements totaling approximately \$784,000 have been made in order to reposition the property in its market.

One Metro Square
51 Monroe Street
Rockville, Maryland

One Metro Square, purchased in 1979, is a 22-story office building containing 208,000 rentable square feet of office and retail space. The property includes an indoor garage with 360 parking spaces. The building is connected by elevated pedestrian bridges to the Montgomery County Office Building-Courthouse complex and to a Washington Metro (subway) station. Portions of the roof are leased for communications antennae, creating additional current annual income of approximately \$270,000.

6110 Executive Boulevard
Rockville, Maryland

In January 1995, the Trust purchased this 10-story office building containing 198,000 rentable square feet. This property includes a detached 3-story parking deck and on-site parking area for 565 cars. At the time of purchase, the property was 91% leased. At March 31, 1995, the property was 93% leased, and new leases are being signed at rents of \$17.50 per square foot, which is above the building average of \$15.86.

7700 Leesburg Pike
Falls Church, Virginia

In October 1990, WRIT purchased 7700 Leesburg Pike, a circular four-story office building and parking deck with an interior wooded atrium and office tower in the center. The property contains a total of 122,000 rentable square feet,

and is located just inside the Capital Beltway (I-495) near Tysons Corner, Virginia. There are approximately 465 decked and open parking spaces. The building won an American Institute of Architecture award and is set in a wooded campus environment on seven acres of land. The existing building was 95% leased at March 31, 1995, and there is strong leasing interest from prospective tenants for additional space. Plans and specifications are now complete for the addition of 20,000 square feet of office space to the top deck of the parking structure. Completion of the construction of the addition is expected in the fourth quarter of 1995.

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1901 Pennsylvania Avenue, N.W.
Washington, D.C.

1901 Pennsylvania Avenue is an 11-story office building with 97,000 rentable square feet located three blocks west of the White House and two blocks from a Washington Metro station. As the result of three lease expirations in late 1994 and early 1995, this property was 51% leased at March 31, 1995. Though this occupancy level is not acceptable, it provides the Trust with an opportunity to make major capital improvements to this 35-year old building. The Trust has remodeled the lobby, replaced the roof and is in the process of modernizing the hallways, elevators, mechanical systems and restrooms. The Pennsylvania Avenue location and the desire of the Trust to lease to small space users, along with the upgraded building features, are expected to reposition this property in its market.

SHOPPING CENTER GROUP:

Montgomery Village Center
Montgomery Village Avenue
Gaithersburg, Maryland

In December 1992, the Trust purchased Montgomery Village Center, a Giant Food supermarket anchored shopping center, containing 169,000 square feet of retail space, 28,000 square feet of townhouse-type office space and on-site parking for 791 cars. At March 31, 1995, this property was 93% leased. This property is located in the Montgomery Village Planned Unit Development ("P.U.D."), and its value is substantially enhanced by the controlled nature of the zoning restrictions in the P.U.D. and in the Gaithersburg, Maryland area in general with its existing restrictions on commercial growth and lack of available building sites.

Bradlee Shopping Center
3600 King Street
Alexandria, Virginia

The Bradlee Shopping Center contains 168,000 square feet of rentable area, and existing tenants include Giant Food, G.C. Murphy, Rite-Aid and 43 other tenants. As the Trust has expanded and improved the shopping center and its tenancy, annual rents have increased from \$1,124,000 in 1985, the first full year of the property's operations under WRIT, to \$3,614,000 in 1995. Located in a densely populated area with few vacant building sites, this property was 100% leased at March 31, 1995.

The Shoppes of Foxchase
4600 Duke Street
Alexandria, Virginia

In 1994, the Trust purchased the Shoppes of Foxchase containing 128,000 rentable square feet, plus on-site parking for 583 cars. The center is anchored by Rite-Aid and Magruder's stores and was 94% leased at March 31, 1995. The timing of various lease expirations affords the Trust opportunities to enhance the property's gross revenues over the near term. In the meantime, the property is earning a 12% return on investment (funds from operations divided by total investment).

Chevy Chase Metro Plaza
5252 Wisconsin Avenue, N.W.
Washington, D.C.

The Trust has recently repositioned this property. Beginning in the fourth quarter of 1994, with completion expected in the third quarter of 1995, the property is being increased in size by the addition of 10,000 square feet through the termination of a movie theater lease, installation of two floors in the theater area and the renovation of other vacant space in the building. The property now contains 49,000 square feet of retail space. All of the new addition and renovation area, totaling 31,500 square feet, has been leased to T.J. Maxx. Riggs National Bank and two restaurants occupy the balance of the leased space. There is strong tenant interest in leasing the remaining 10,000 square feet in the property. Interior parking is provided in the

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attached three deck parking garage containing 133 parking spaces. This property

was formerly known as Jenifer One Shopping Center and is located in the Chevy Chase area of the District of Columbia, adjacent to a Metro entrance. Nearby shopping anchored by Lord & Taylor, Saks Fifth Avenue and Neiman-Marcus provides substantial retail traffic.

APARTMENT BUILDING GROUP:

Munson Hill Towers
6129 Leesburg Pike
Falls Church, Virginia

Munson Hill Towers is a luxury, architecture award-winning, 12-story apartment building that contains 279 apartments and is located approximately eight miles from downtown Washington, D.C. The 12 1/2 acre property upon which the building is situated includes a swimming pool, tennis court and other recreational facilities. In addition, there are 450 on-site parking spaces. This property was 98% leased at March 31, 1995.

3801 Connecticut Avenue, N.W.
Washington, D.C.

3801 Connecticut Avenue is a nine-story apartment building containing 307 apartment units and 3,150 square feet of office space. The building has 92 indoor parking spaces. The apartments are subject to District of Columbia rent control laws, which allow landlords to make rent increases tied to the rate of inflation (subject to an annual maximum of 10%) and also allow additional rent increases as units are re-rented to new tenants. This property was 97% leased at March 31, 1995.

INDUSTRIAL DISTRIBUTION PROPERTY GROUP:

Tech 100 Industrial Park
N/E/C Route #100 and Route #1
Howard County, Maryland

In May 1995, the Trust purchased the Tech 100 Industrial Park, a 3-building industrial distribution complex containing 167,000 square feet plus on-site parking for 331 cars. Tech 100 is located 25 miles northeast of Washington, D.C. and 7 miles southwest of Baltimore, Maryland, in the Route 100 Industrial Park which contains 2.5 million square feet of industrial distribution space within 3 miles of Baltimore-Washington International Airport. Route 100 is a major arterial road connecting Interstate 95 with Interstate 97 and Route 301. At the time of acquisition, the property was 96% leased. With leases beginning to mature, the Trust expects to renew tenant leases at current market rental rates, which it believes are above existing rates on maturing leases.

Fullerton Business Center
7401 Fullerton Road
Springfield, Virginia

Fullerton Business Center is located in the 2,000,000 square foot Fullerton Industrial Park. This multi-tenanted property contains 103,000 square feet plus on-site parking for 247 cars. At March 31, 1995, the property was 95% leased.

SELECTED FINANCIAL DATA
(IN THOUSANDS, EXCEPT PER SHARE DATA)

The following table sets forth selected financial data for the Trust and should be read in conjunction with the Financial Statements and Notes incorporated herein by reference.

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,					THREE MONTHS ENDED MARCH 31,	
	1990	1991	1992	1993	1994	1994	1995
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
OPERATING DATA							
Real estate rental revenue....	\$ 30,233	\$ 33,311	\$ 34,132	\$ 39,375	\$ 45,511	\$ 11,312	\$ 12,464
Real estate expenses.....	(9,557)	(10,089)	(10,330)	(11,830)	(14,031)	(3,280)	(3,897)
	20,676	23,222	23,802	27,545	31,480	8,032	8,567
Depreciation.....	(3,065)	(3,289)	(3,388)	(3,616)	(3,933)	(922)	(1,075)
	17,611	19,933	20,414	23,929	27,547	7,110	7,492
Income from real estate.....	2,213	2,326	3,311	1,496	(550)	(654)	102
Other income (expense).....	(1,053)	(1,080)	(454)	(61)	(614)	0	(532)
Interest expense.....	(2,649)	(2,793)	(2,842)	(2,858)	(3,261)	(651)	(903)
General and administrative....							
Income before gain on sale of real estate.....	16,122	18,386	20,429	22,506	23,122	5,805	6,159

Gain on sale of real estate...	0	0	0	741	0	0	0
Net income.....	\$ 16,122	\$ 18,386	\$ 20,429	\$ 23,247	\$ 23,122	\$ 5,805	\$ 6,159
Income before gain on sale of real estate per share (1)...	\$ 0.69	\$ 0.74	\$ 0.76	\$ 0.80	\$ 0.82	\$ 0.21	\$ 0.22
Net income per share (1).....	\$ 0.69	\$ 0.74	\$ 0.76	\$ 0.82	\$ 0.82	\$ 0.21	\$ 0.22

</TABLE>

<TABLE>
<CAPTION>

	DECEMBER 31,					MARCH 31,	
	1990	1991	1992	1993	1994	1994	1995
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
BALANCE SHEET DATA							
Real estate (at cost).....	\$113,317	\$117,576	\$155,765	\$170,461	\$206,378	\$172,711	\$225,585
Total assets.....	106,955	135,741	185,673	162,011	178,806	162,418	195,034
Mortgages payable.....	12,379	11,329	1,115	0	0	0	0
Lines of credit payable/ Short-term bank loan.....	0	0	21,000	0	18,000	0	34,000
Shareholders' equity.....	90,621	119,944	159,027	157,348	154,659	156,801	154,040

</TABLE>

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,					THREE MONTHS ENDED MARCH 31,	
	1990	1991	1992	1993	1994	1994	1995
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
OTHER DATA							
Funds from operations (2).....	\$ 19,187	\$ 21,675	\$ 23,817	\$ 26,122	\$ 27,055	\$ 6,727	\$ 7,234
Weighted average number of shares outstanding (1).....	23,223	24,708	26,910	28,223	28,239	28,233	28,243
Dividends paid.....	\$ 17,031	\$ 19,672	\$ 22,513	\$ 24,380	\$ 25,981	\$ 6,495	\$ 6,778
Dividends paid per share (1).....	\$ 0.73	\$ 0.79	\$ 0.84	\$ 0.89	\$ 0.92	\$ 0.23	\$ 0.24

</TABLE>

(1) Adjusted to give effect to the 3-for-2 share split in May 1992.

(2) Funds from Operations ("FFO"), as defined by the National Association of Real Estate Investment Trusts ("NAREIT"), is net income adjusted for depreciation and amortization and gains or losses from property sales. FFO does not represent cash flows from operations as defined by generally accepted accounting principles, should be considered along with, but not as an alternative to, net income as an indicator of the Company's operating performance and is not indicative of cash available to fund all cash flow needs. In March 1995, NAREIT issued a clarification of its definition of FFO. The clarification provides that amortization of deferred financing costs and depreciation of non-real estate assets are no longer to be added back to net income in arriving at FFO and that extraordinary, nonrecurring items should be adjusted out of net income. The amounts reflected in this Prospectus have been adjusted to incorporate that clarification.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

WRIT's fundamental emphasis is on the growth of cash flow from operating activities. Dividends to shareholders are based upon these cash flows. WRIT's capital improvements, leasing and management, and acquisitions of additional properties are the major contributors to sustained growth of cash flows.

Occupancy rates have a major impact on rental revenue. Other factors such as new or renewal leases at market rates, Consumer Price Index based annual rental rate increases, increases in rentable area, timing of new property acquisitions and certain other capital expenditures also influence rental revenue.

Three Months Ended March 31, 1995 and 1994:

Income from real estate in the first quarter of 1995 of \$7,492,497 increased 5% compared with \$7,110,032 for the first quarter of 1994. This increase is primarily attributable to the Tycon Plaza II and III office buildings acquired June 1, 1994, the Shoppes of Foxchase acquired June 30, 1994

and the 6110 Executive Boulevard office building acquired January 26, 1995. Net income for the three months ended March 31, 1995 in the amount of \$6,159,411 or \$.22 per share increased 6% from \$5,805,007 or \$.21 per share from the comparable quarter of 1994.

The average occupancy of 95% for the year 1994 decreased to 93% for the first quarter of 1995. This decrease is due primarily to vacancies at one of WRIT's office buildings, 1901 Pennsylvania Avenue and one shopping center, Chevy Chase Metro Plaza. In late 1994, WRIT commenced a major capital improvement program at 1901 Pennsylvania Avenue in order to promote the expeditious lease-up of this property. On March 23, 1995, T.J. Maxx, a national retailer, took possession of 31,500 square feet of space at Chevy Chase Metro Plaza. This increased the occupancy level from 39% on March 22, 1995 to 90% on the date of possession. The term of this lease is ten years.

Real estate operating expenses as a percentage of revenue were 31% for the three months ended March 31, 1995 as compared to 29% for the comparable period of 1994. This increase is attributable to the decline in occupancy levels in the first quarter of 1995 as compared to the first quarter of 1994 and to the fact that operating expenses as a percentage of revenues are higher for office building properties than all other property types within the WRIT portfolio. WRIT's percentage of office buildings within its entire real estate portfolio has increased from 39% at March 31, 1994 to 42% as of March 31, 1995 based on revenues. This increase is primarily attributable to the acquisitions of the Tycon Plaza II and III office buildings in June 1994 and the 6110 Executive Boulevard office building in January 1995.

In the first quarter of 1994, a marketable investment security was written down to its estimated realizable value, resulting in a charge of \$799,571 to operations. This amount is included in the \$654,209 of other expense in the statement of operations at March 31, 1994.

Investment income declined for the three months ended March 31, 1995 compared to the same period of 1994 due to substantial funds previously invested in marketable securities being utilized for property acquisitions.

Interest expense was \$531,625 for the quarter ended March 31, 1995 as a result of the \$18,000,000 of outstanding advances on the line of credit obtained in June 1994 and \$16,000,000 of outstanding advances obtained in connection with the January 26, 1995 acquisition of the 6110 Executive Boulevard office building.

General and administrative expenses increased \$252,573 or 39% for the three months ended March 31, 1995 as compared to the same period in 1994. The majority of this increase is the result of personnel additions since June 1994 and annual increases in officers' salaries effective January 1, 1995. These personnel additions include WRIT's current president and chief executive officer who joined WRIT in June 1994 as president and chief operating officer.

Twelve Months Ended December 31, 1994:

The percentage increase in real estate rental revenue from 1993 to 1994 by property type was as follows:

<TABLE>		
	<S>	<C>
	Office Buildings.....	34%
	Apartment Buildings.....	4%
	Shopping Centers.....	5%
	Industrial Distribution Properties.....	17%
</TABLE>		

During 1994, WRIT's office building group achieved increases of 34% in revenues and 36% in operating income, mostly due to the acquisitions of the three Heritage office buildings in November 1993 and the two Tycon Plaza office buildings in June 1994.

The Tycon office buildings were 71% leased at acquisition in June 1994, 90% leased at December 31, 1994 and 98% leased as of March 31, 1995. The Heritage properties were acquired in November 1993 and include three office buildings (the Lexington, Saratoga and Brandywine), and one industrial distribution property (the Charleston). At December 31, 1994, the Lexington and Brandywine office buildings were 100% leased and the Saratoga 96% leased.

The income growth from office buildings owned for all of 1993 and 1994 was due to increases in rental rates and improved occupancy levels at 7700 Leesburg Pike. This growth was partially offset by a substantial increase in vacancy during 1994 at the 1901 Pennsylvania Avenue property, which lost 3 major tenants resulting in an occupancy level of 52% at year end. The Trust commenced a major capital improvement program at 1901 Pennsylvania Avenue in 1994 in order to promote the expeditious lease-up of this property. See "Description of Real Estate Investments".

During 1994, WRIT's apartment building group showed increases of 4% in revenues and 7% in operating income due to the combination of a 2% increase in rental rates and an overall increase in occupancy to 97% in 1994 from 95% in 1993, together with an increase in operating expenses of only 1%.

During 1994, WRIT's shopping center group showed an increase of 5% in revenues and 3% in operating income due to the acquisition of the Shoppes of Foxchase in June 1994.

Excluding the Shoppes of Foxchase, shopping center revenue was down 1% and operating income down 4% for 1994. Major elements of the decrease in operating income included a 10% increase in overall operating expenses and the vacancy at Chevy Chase Metro Plaza to accommodate renovations. See "Description of Real Estate Investments". WRIT has leased the majority of the Chevy Chase Metro Plaza vacancy to T.J. Maxx.

During 1994, WRIT's industrial distribution property group showed increases of 17% in revenues and 15% in operating income due to the acquisition of the Charleston Business Center in November 1993 and major occupancy increases at the Fullerton and Department of Commerce Information Center properties, only slightly offset by an occupancy decrease at the V Street property.

For 1994, excluding the Charleston Business Center, industrial distribution property revenue was up 4% and operating income was up 3%. In 1994, rental rates for these properties declined 1% from 1993, but overall occupancy increased to 94% in 1994 from 89% in 1993.

The average occupancy (for the entire real estate portfolio) was 95% for 1994.

Real estate operating expenses as a percentage of revenue was 31% during 1994.

In 1994, other income (expense) became an expense/charge to operations as a result of the following:

a) A decline in interest income from 1993 to 1994 due to the use of funds for properties acquired in 1994.

b) At March 31, 1994, a marketable investment security was written down to its estimated realizable value, resulting in a charge of \$800,000 to operations in the first quarter of 1994. This security was sold in May, 1994 for its March 31, 1994 realizable value.

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c) During 1994, WRIT was audited by a State Unclaimed Property Division, resulting in an assessment to WRIT of \$271,000. This amount was charged to operations in the fourth quarter of 1994.

Interest expense was \$614,000 for the year of 1994 as a result of the \$9,000,000 advance on the line of credit on June 1, 1994 for the acquisition of Tycon Plaza II and III and an additional advance of \$9,000,000 for the acquisition of The Shoppes of Foxchase on June 30, 1994.

CAPITAL RESOURCES AND LIQUIDITY

WRIT has utilized the proceeds of Share offerings, long-term fixed interest rate debt, lines of credit and cash flow from operations for its capital needs. The WRIT philosophy has been to acquire income-producing real estate with strong growth potential and to improve its real estate holdings through carefully planned additions and improvements to control operating expenses and generate higher rental income.

On January 26, 1995, WRIT acquired the 6110 Executive Boulevard office building with approximately 198,000 rentable square feet of office space and a detached three story parking deck in Rockville, Maryland, at a purchase price of \$16,380,000. Capital improvements (including tenant work) of \$2,691,000 to WRIT's various properties were completed in the first three months of 1995. After the acquisition of 6110 Executive Boulevard in January 1995 and capital improvements in the first quarter of 1995, the remainder of cash and marketable investment securities was approximately \$1,008,000 at March 31, 1995.

External sources of capital are available to WRIT from its existing unsecured credit commitments and management believes that additional sources of capital are available from selling additional Shares and/or the issuance of debt. As of May 31, 1995, WRIT had line of credit commitments in place from commercial banks for up to \$75,000,000 of which \$41,000,000 is currently outstanding. These lines of credit may be used to purchase income-producing property or for capital improvements. Of these lines, \$25,000,000 are under a 4-year revolving credit agreement and \$50,000,000 are for 1 year with WRIT having the right to extend the maturity date of advances for up to 4 years. Both lines of credit are therefore considered medium-term rather than short-term.

Cash flow from operating activities totaled \$8,300,000 for the three months

ended March 31, 1995 including net income of \$6,200,000 and depreciation of \$1,100,000. Rental revenue has been the principal source of funds to pay the Trust's operating expenses, interest expense and dividends to shareholders. The Trust paid a dividend of \$6,800,000 during the first quarter.

Net cash used in investing activities for the three months ended March 31, 1995 was \$17,800,000, including the acquisition of 6110 Executive Boulevard for \$16,500,000 and capital improvements to the Trust's properties of \$2,700,000, less \$1,400,000 provided by the maturity and or sale of marketable securities. Financing activities provided \$16,000,000 from borrowings under the Trust's lines of credit.

Management believes that it has the liquidity and the access to capital necessary to meet all of its known obligations and to make additional property acquisitions when appropriate. WRIT continues to pursue acquisition opportunities and capital improvement projects to enhance long-term growth.

MANAGEMENT

The Trustees and executive officers of the Trust are:

<TABLE>
<CAPTION>

NAME	AGE	POSITION
Arthur A. Birney.....	67	Trustee and Chairman of the Board
Edmund B. Cronin, Jr.	58	Trustee, President and Chief Executive Officer
Mary Beth Avedesian.....	35	Vice President -- Investments
William N. Cafritz.....	69	Trustee (President, William Cafritz Development Corp., a real estate development company)
Benjamin H. Dorsey.....	71	Trustee, Secretary and General Counsel
Larry E. Finger.....	42	Senior Vice President and Chief Financial Officer
Laura M. Franklin.....	34	Vice President and Chief Accounting Officer
Sandra T. Hunt.....	43	Vice President -- Leasing
B. Franklin Kahn.....	70	Trustee and Chairman Emeritus (President, Benjamin Franklin Corporation)
David M. Osnos.....	63	Trustee (Senior partner, Arent Fox Kintner Plotkin & Kahn (legal counsel to the Trust); Director, VSE Corporation, an engineering company; Director, EastGroup Properties, a real estate company)
Kenneth C. Reed.....	42	Vice President -- Property Management
Thomas L. Regnell.....	38	Vice President -- Acquisitions
Stanley P. Snyder.....	60	Trustee (Chairman, Snyder, Kamerow & Associates, P.C., Certified Public Accountants)

</TABLE>

Mr. Arthur A. Birney, a founding Trustee, is Managing Partner and Chief Executive Officer of Washington Brick & Terra Cotta Company, a real estate investment and holding company founded in 1892, and President of Port Annapolis Marina, Inc.

Mr. Edmund B. Cronin, Jr. has 35 years of real estate investment, operations and finance experience in the Washington-Baltimore metropolitan market. From 1977 to 1993, he served as Chairman and Chief Executive Officer of Smithy Braedon, a full service commercial real estate firm providing leasing, sales, asset management, finance, consulting, investment advisory and development services. From 1993 until joining WRIT in June 1994, Mr. Cronin was Chief Executive Officer of H.G. Smithy Company, a real estate management and investment advisory service company whose debt and equity assets under management total approximately \$1.5 billion.

Ms. Mary Beth Avedesian joined the Trust as Vice President -- Investments in March 1995. Ms. Avedesian was an Assistant Vice President for Towle Financial Services from 1993 to 1995, where she was responsible for acquisition due diligence and asset management. From 1991 to 1993, Ms. Avedesian was a Marketing Manager for AMRESCO, a subsidiary of NationsBank formed to dispose of bank-owned property; and from 1987 to 1991 Ms. Avedesian was a Financial Analyst and Development Coordinator with Himmel and Company on the \$350 million Reston Town Center.

Mr. Benjamin H. Dorsey, a co-founder of the Trust, has held the position of Secretary and General Counsel since 1960.

Mr. Larry E. Finger, an attorney and CPA, joined the Trust as Vice President and Chief Financial Officer in December 1993 and was promoted to

Senior Vice President and Chief Financial Officer in June 1995. Mr. Finger previously served as Chief Operating Officer of Savage/Fogarty Companies, Inc., a real estate

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investment, management and development company based in Alexandria, Virginia. Mr. Finger was employed by Savage/Fogarty for 13 years, from 1978 to 1991 serving four years in the accounting division, ultimately as Vice President -- Finance, seven years as Senior Vice President and General Counsel then Executive Vice President and General Counsel, and finally two years as Chief Operating Officer. During 1992 and until he joined the Trust, Mr. Finger created and operated a multi-restaurant delivery business in Richmond, Virginia.

Ms. Laura M. Franklin, a CPA, joined the Trust as Assistant Vice President -- Finance in August 1993 and was promoted to Vice President and Chief Accounting Officer in June 1995. From 1985 to 1993, Ms. Franklin was an associate with Reznick, Fedder and Silverman, P.C., a regional public accounting firm known nationally to the real estate industry. While at Reznick, Ms. Franklin provided audit and tax services to clients.

Ms. Sandra T. Hunt has held the position of Vice President -- Leasing since 1984.

Mr. Kenneth C. Reed, Vice President -- Property Management, is President of CSN Management, Inc., which manages the Trust's properties. Mr. Reed has been with CSN Management since 1983 and has held the position of President since 1991.

Mr. Thomas L. Regnell joined the Trust as Vice President -- Acquisitions in January 1995. Mr. Regnell previously served as an Investment Officer with Federal Realty Investment Trust in Bethesda, Maryland. Mr. Regnell was employed by Federal Realty from 1992 to 1995, and was responsible for Federal Realty's real estate acquisitions in the Midwest and Southeast United States. Prior to joining Federal Realty, Mr. Regnell was a Vice President with Spaulding & Slye Company, a real estate development, brokerage and management company in Bethesda, Maryland.

SHARES

The Trust is authorized to issue an unlimited number of Shares. The Shares do not have preference, conversion, exchange, preemptive, cumulative voting or redemption rights. Holders of Shares are entitled to one vote per Share, to participate pro rata in distributions as may be declared by the Trustees and, upon liquidation of the Trust, to receive their pro rata share of the assets after payment of liabilities and expenses of the Trust. All of the Trust's outstanding Shares are, and the Shares offered hereby will be, when issued against full payment of the agreed purchase price, validly issued, fully paid and, subject to the matters set forth below, non-assessable.

The Shares are not redeemable at the option of the Trust except (i) to the extent that would be necessary to maintain the Trust's "real estate investment trust" tax status under the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) where necessary to prevent any person or entity from owning more than 10% of the Shares. The Trust's Declaration of Trust provides that any merger, consolidation or liquidation of the Trust, or any sale of all or substantially all of its assets, must be approved by a majority of the Trustees, and that if any such transaction is with, into or to a Related Shareholder (a person or entity beneficially owning, directly or indirectly, 5% or more of the outstanding Shares), the transaction must be approved by a majority of the Trustees not appointed or nominated by or acting on behalf of the Related Shareholder or an affiliate or associate of the Related Shareholder. The Declaration of Trust also establishes the number of Trustees at not less than three nor more than seven and divides the Trustees into three classes to be elected on a staggered basis. The provisions referred to in this paragraph may be amended only by the affirmative vote of the holders of 70% or more of the outstanding Shares. The Declaration of Trust may otherwise be amended by a vote of the holders of a majority of the outstanding Shares. Shareholders may remove any Trustee by the affirmative vote of the holders of two-thirds of the outstanding Shares at a meeting called for such purpose.

The Declaration of Trust provides that no shareholder shall be personally liable in connection with the Trust's property or the affairs of the Trust. The Declaration of Trust further provides that the Trust shall indemnify and hold harmless shareholders against all claims and liabilities and related reasonable expenses to which they become subject by reason of their being or having been shareholders. In addition, the Trust as a matter of practice inserts a clause in its business, management and other contracts which provides that shareholders shall not be personally liable thereunder. Benjamin H. Dorsey, Esquire, General Counsel for the

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Trust, is of the opinion that under the laws of the District of Columbia and most other jurisdictions, no personal liability will attach to the Trust's

shareholders for contract claims under any contract containing such a clause where adequate notice is given. However, in respect to tort claims and contract claims where shareholder liability is not so negated, claims for taxes and certain statutory liabilities, the shareholders may, in some jurisdictions, be personally liable to the extent that such claims are not satisfied by the Trust. The Trust carries public liability insurance which the Trustees consider adequate. Thus, any risk of personal liability to shareholders is limited to situations in which the Trust's assets, plus its insurance coverage, would be insufficient to satisfy the claims against the Trust and its shareholders or the Trust's assets were insufficient to satisfy such claims and the Trust's insurance did not cover them.

Outstanding Shares are listed on the American Stock Exchange and application has been made to list the additional Shares that are being offered hereby by the Trust. American Stock Transfer & Trust Company, New York, New York is the transfer agent for the Trust's Shares.

TAXATION

The Trust has elected to be taxed as a real estate investment trust under the Code. Real estate investment trusts which meet certain qualifications are relieved of federal income taxes on ordinary income and capital gains distributed to shareholders. In the opinion of Arent Fox Kintner Plotkin & Kahn, legal counsel for WRIT, the Trust has qualified as a real estate investment trust for the years 1978-1994 and its present and contemplated method of operation will put it in a position to continue to so qualify. David M. Osnos, a Trustee, is a partner of such firm.

UNDERWRITING

Subject to the terms and conditions set forth in a Purchase Agreement (the "Purchase Agreement"), the Trust has agreed to sell to each of the Underwriters named below, and each of the Underwriters, for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated, Alex. Brown & Sons Incorporated, A.G. Edwards & Sons, Inc. and Legg Mason Wood Walker, Incorporated are acting as representatives (the "Representatives"), has severally agreed to purchase from the Trust, the number of Shares set forth below opposite their respective names. The Underwriters are committed to purchase all of such Shares if any are purchased. Under certain circumstances, the commitments of non-defaulting Underwriters may be increased as set forth in the Purchase Agreement.

<TABLE>
<CAPTION>

UNDERWRITER	NUMBER OF SHARES ----- <C>
<S>	
Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	
Alex. Brown & Sons Incorporated.....	
A.G. Edwards & Sons, Inc.....	
Legg Mason Wood Walker, Incorporated.....	

Total.....	3,500,000 =====

</TABLE>

The Representatives have advised the Trust that the Underwriters propose initially to offer the Shares to the public at the public offering price set forth on the cover of this Prospectus, and to certain dealers at such price less a concession not in excess of \$. per Share. The Underwriters may allow, and such dealers may reallow, a discount not in excess of \$. per Share on sales to certain other dealers. After the initial public offering, the public offering price, concession and discount may be changed.

The Trust has granted to the Underwriters an option exercisable within 30 days after the date hereof to purchase up to 525,000 additional Shares to cover over-allotments, if any, at the initial public offering price less the underwriting discount set forth on the cover page of this Prospectus. If the Underwriters exercise this option, each of the Underwriters will have a firm commitment, subject to certain conditions, to purchase approximately the same percentage thereof that the number of Shares to be purchased by it shown in the foregoing table is of the 3,500,000 Shares initially offered hereby.

The Trust has agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

The Trust and its officers and Trustees have agreed that for a period of 90 days from the date of this Prospectus they will not, without the prior written consent of the Representatives, offer, sell, grant any option for the sale of or otherwise dispose of any Shares, except for grants of options or issuances of Shares upon exercise of options pursuant to the Trust's Incentive Share Option

EXPERTS

The financial statements incorporated in this Prospectus by reference to the Trust's Annual Report on Form 10-K for the year ended December 31, 1994 have been so incorporated in reliance on the report of Price Waterhouse LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

LEGAL OPINIONS

Arent Fox Kintner Plotkin & Kahn, Washington, D.C., legal counsel to the Trust, has delivered an opinion to the effect that the Shares offered hereby are legally issued, fully paid, free of preemptive rights and, subject to the matters discussed under the caption "Shares," non-assessable, and have passed on certain tax matters relating to the qualification of the Trust as a real estate investment trust. Certain legal matters with respect to the Shares offered hereby will be passed on for the Underwriters by Brown & Wood, New York, New York.

AVAILABLE INFORMATION

The Trust is subject to the information requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy statements and other information filed by the Trust can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's Regional Offices at 7 World Trade Center, New York, New York 10048 and 500 West Madison Street, Suite 1400, Chicago, Illinois 60661, and copies of such material can be obtained at prescribed rates from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549. The Trust's Shares are listed on the American Stock Exchange, 86 Trinity Place, New York, New York 10005 and reports, proxy statements and other information filed by the Trust can be inspected at such Exchange. The Trust has filed a Registration Statement on Form S-3 (together with all amendments and exhibits thereto, the "Registration Statement") under the Securities Act of 1933, as amended. This Prospectus does not contain all the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is made to the Registration Statement.

DOCUMENTS INCORPORATED BY REFERENCE

The Trust hereby incorporates by reference the following documents filed with the Commission pursuant to the Exchange Act: the Annual Report of the Trust on Form 10-K for the year ended December 31, 1994 and the Quarterly Report of the Trust on Form 10-Q for the quarter ended March 31, 1995. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

All documents filed by the Trust pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference into this Prospectus and to be a part hereof from the date of filing such documents.

Copies of all documents incorporated by reference, other than exhibits to such documents not specifically incorporated by reference therein, will be provided without charge to each person who receives a copy of this Prospectus on the written or oral request of such person directed to Larry E. Finger, Washington Real Estate Investment Trust, 10400 Connecticut Avenue, Kensington, Maryland 20895, telephone (301) 929-5900 or (800) 565-9748.

NO DEALER, SALESMAN OR OTHER INDIVIDUAL HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE OFFERING COVERED BY THIS PROSPECTUS. IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE TRUST OR THE UNDERWRITERS. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, THE SHARES IN ANY JURISDICTION WHERE, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE

HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH IN THIS PROSPECTUS OR IN THE AFFAIRS OF THE TRUST SINCE THE DATE HEREOF.

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[WRIT LOGO]

WASHINGTON
REAL ESTATE
INVESTMENT TRUST

3,500,000 SHARES OF
BENEFICIAL INTEREST

PROSPECTUS

MERRILL LYNCH & CO.

ALEX. BROWN & SONS
INCORPORATED

A.G. EDWARDS & SONS, INC.

LEGG MASON WOOD WALKER
INCORPORATED

JULY , 1995

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the expenses in connection with the issuance and distribution of the securities being registered, other than underwriting discounts and commissions:

<TABLE> <S>	<C>
Registration fee -- Securities and Exchange Commission.....	\$ 21,687
Filing fee -- NASD.....	6,790
American Stock Exchange Listing Fee.....	17,500
*Blue Sky fees and expenses (including legal fees).....	15,000
*Accounting fees and expenses.....	35,000

*Legal fees and expenses.....	47,500
*Printing and engraving.....	46,000
*Transfer agent and registrar fees.....	3,500
*Miscellaneous.....	17,023

Total.....	\$210,000
	=====

</TABLE>

- -----
 * Estimated.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Amendment to the Trust's Declaration of Trust dated June 24, 1987 provides that no Trustee or officer of the Trust shall be personally liable, in tort, contract or otherwise, in connection with Trust property or the affairs of the Trust, or on account of his own acts or omissions to the Trust, or to any shareholder, Trustee, officer or agent thereof except for (i) any breach of the duty of loyalty of the Trustee or officer to the Trust or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) any transaction from which the Trustee or officer derived any improper personal benefit. All persons shall look solely to the Trust property for satisfaction of claims of any nature in connection with the affairs of the Trust.

The form of Purchase Agreement included in Exhibit 1 to this Registration Statement provides for indemnification of the Trustees and officers against certain liabilities, including liabilities under the Securities Act of 1933.

ITEM 16. EXHIBITS.

<TABLE>
 <S> <C>
 1. -- Form of Purchase Agreement.
 5. -- Opinion of Arent Fox Kintner Plotkin & Kahn.
 8. -- Tax opinion of Arent Fox Kintner Plotkin & Kahn (included in Exhibit 5).
 23. -- Consents of experts and counsel.
 (a) -- Arent Fox Kintner Plotkin & Kahn (counsel) (included in Exhibit 5).
 (b) -- Price Waterhouse LLP (independent accountants).
 </TABLE>

ITEM 17. UNDERTAKINGS.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to Trustees, officers, and controlling persons of the Registrant pursuant to the Registrant's Declaration of Trust or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a Trustee, officer, or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such Trustee, officer, or controlling person in connection with

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the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, (i) each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; (ii) the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and (iii) each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant

certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Bethesda, State of Maryland on the 26th day of June, 1995.

WASHINGTON REAL ESTATE INVESTMENT TRUST

By: /s/ EDMUND B. CRONIN, JR.

Edmund B. Cronin, Jr., President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Edmund B. Cronin, Jr. and Benjamin H. Dorsey as such person's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or a substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
<S> /s/ ARTHUR A. BIRNEY ----- Arthur A. Birney	<C> Chairman of the Trustees	<C> June 26, 1995
/s/ WILLIAM N. CAFRITZ ----- William N. Cafritz	Trustee	June 26, 1995
/s/ EDMUND B. CRONIN, JR. ----- Edmund B. Cronin, Jr.	Trustee, President and Chief Executive Officer	June 26, 1995
/s/ BENJAMIN H. DORSEY ----- Benjamin H. Dorsey	Trustee	June 26, 1995
/s/ LARRY E. FINGER ----- Larry E. Finger	Senior Vice President and Chief Financial Officer (Principal Accounting Officer)	June 26, 1995
/s/ B. FRANKLIN KAHN ----- B. Franklin Kahn	Trustee	June 26, 1995

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SIGNATURE	TITLE	DATE
<S> /s/ DAVID M. OSNOS ----- David M. Osnos	<C> Trustee	<C> June 26, 1995
/s/ STANLEY P. SNYDER ----- Stanley P. Snyder	Trustee	June 26, 1995

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3,500,000 Shares
WASHINGTON REAL ESTATE INVESTMENT TRUST
(a District of Columbia business trust)

Shares of Beneficial Interest

(No Par Value)

PURCHASE AGREEMENT

July __, 1995

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
ALEX. BROWN & SONS INCORPORATED
A.G. EDWARDS & SONS, INC.
LEGG MASON WOOD WALKER, INCORPORATED
As Representatives of the several Underwriters
c/o Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Merrill Lynch World Headquarters
North Tower
World Financial Center
New York, New York 10281-1305

Dear Sirs:

Washington Real Estate Investment Trust, a real estate investment trust organized under the laws of the District of Columbia (the "Company"), confirms its agreement with Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), Alex. Brown & Sons Incorporated ("Alex. Brown"), A.G. Edwards & Sons, Inc. ("A.G. Edwards") and Legg Mason Wood Walker, Incorporated ("Legg Mason") and each of the other Underwriters named in Schedule A hereto (collectively, the "Underwriters", which term shall also include any underwriter substituted as hereinafter provided in Section 10), for whom Merrill Lynch, Alex. Brown, A.G. Edwards and Legg Mason are acting as representatives (in such capacity, Merrill Lynch, Alex. Brown, A.G. Edwards and Legg Mason shall hereinafter be referred to as the "Representatives"), with respect to the sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of shares of beneficial interest, no par value, of the Company (the "Shares of Beneficial Interest") set forth in said Schedule A, and with respect to the grant by the Company to the Underwriters of the

option described in Section 2 hereof to purchase all or any part of an additional 525,000 shares to cover over-allotments. The aforesaid 3,500,000 shares (the "Initial Shares"), together with all or any part of the 525,000 shares subject to the option described in Section 2 hereof (the "Option Shares"), are collectively hereinafter called the "Shares".

Prior to the purchase and public offering of the Shares by the several Underwriters, the Company and the Representatives, acting on behalf of the several Underwriters, shall enter into an agreement substantially in the form of Exhibit A hereto (the "Pricing Agreement"). The Pricing Agreement may take the form of an exchange of any standard form of written telecommunication between the Company and the Representatives and shall specify such applicable information as is indicated in Exhibit A hereto. The offering of the Shares will be governed by this Agreement, as supplemented by the Pricing Agreement. From and after the date of the execution and delivery of the Pricing Agreement, this Agreement shall be deemed to incorporate the Pricing Agreement.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (No. 33-____) and a related preliminary prospectus for the registration of the Shares under the Securities Act of 1933, as amended (the "1933 Act"), has filed such amendments thereto, if any, and such amended preliminary prospectuses as may have been required to the date hereof. Such registration statement (as amended, if applicable) and the prospectus constituting a part thereof (including in each case all documents incorporated or deemed to be incorporated by reference therein and the information, if any, deemed to be a part thereof pursuant to Rule 430A(b) or Rule 434 of the rules and regulations under the 1933 Act (the "1933 Act Regulations")), as from time to time amended or supplemented pursuant to the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), or otherwise, are hereinafter referred to as the "Registration Statement" and the "Prospectus", respectively, except that if any revised prospectus shall be provided to the Underwriters by the Company for use in connection with the offering of the Shares which differs from the Prospectus on file at the

Commission at the time the Registration Statement becomes effective (whether or not such revised prospectus is required to be filed by the Company pursuant to Rule 424(b) of the 1933 Act Regulations), the term "Prospectus" shall refer to such revised prospectus from and after the time it is first provided to the Underwriters for such use. All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement or the Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other

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information which is or is deemed to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement or the Prospectus shall be deemed to mean and include the filing of any document under the 1934 Act which is or is deemed to be incorporated by reference in the Registration Statement or the Prospectus, as the case may be. If the Company elects to rely on Rule 434 under 1933 Act Regulations, all references to the Prospectus shall be deemed to include, without limitation, the form of prospectus and the abbreviated term sheet, taken together, provided to the Underwriters by the Company in reliance on Rule 434 under the 1933 Act (the "Rule 434 Prospectus"). If the Company files a registration statement to register a portion of the Shares and relies on Rule 462(b) for such registration statement to become effective upon filing with the Commission (the "Rule 462 Registration Statement"), then any reference to "Registration Statement" herein shall be deemed to be to both the registration statement referred to above (No. 33-____) and the Rule 462 Registration Statement, as each such registration statement may be amended pursuant to the 1933 Act.

The Company understands that the Underwriters propose to make a public offering of the Shares as soon as the Representatives deem advisable after the Registration Statement becomes effective and the Pricing Agreement has been executed and delivered.

Section 1. Representations and Warranties.

(a) The Company represents and warrants to each Underwriter as of the date hereof, as of the date of the Pricing Agreement (such latter date being hereinafter referred to as the "Representation Date") and as of the Closing Time referred to in Section 2(a) hereof, and agrees with each Underwriter as follows:

(i) At the time the Registration Statement and any amendments thereto become effective and at the Representation Date, the Registration Statement will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Prospectus, at the Representation Date (unless the term "Prospectus" refers to a prospectus which has been provided to the Underwriters by the Company for use in connection with the offering of the Shares which differs from the Prospectus on file at the Commission at the time the Registration Statement first becomes effective, in which case at the time

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it is first provided to the Underwriters for such use) and at Closing Time, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representations and warranties in this subsection shall not apply to that part of the Registration Statement or Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Registration Statement or Prospectus.

(ii) The documents incorporated or deemed to be incorporated by reference into the Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), and, when read together with the other information in the Prospectus, at the time the Registration Statement and any post-effective amendments thereto become effective and at Closing Time, will not contain an untrue statement of a material fact or omit to state a

material fact required to be stated therein or necessary to make the statements therein not misleading.

(iii) The Company has been duly organized and is validly existing as a real estate investment trust of unlimited duration with transferable shares of beneficial interest in good standing under the laws of the District of Columbia, with full power and authority to own, lease and operate its properties and conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement and the Pricing Agreement; the Company has no subsidiaries; and the Company is duly qualified to transact business in all jurisdictions in which the conduct of its business or the ownership or leasing of property requires such qualification.

(iv) The outstanding Shares of Beneficial Interest of the Company have been duly authorized and validly issued and are fully paid and, except as described in the Prospectus under the caption "Shares," non-assessable; the Shares have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement against payment of the consideration set forth in the Pricing Agreement, will be validly issued, fully paid and, except as described in the Prospectus under the caption "Shares,"

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non-assessable; and no preemptive rights of shareholders exist with respect to any of the Shares or the issue and sale thereof.

(v) The capitalization of the Company is as set forth in the Prospectus; the Shares conform with the statements concerning them in the Prospectus.

(vi) The financial statements of the Company together with related notes and schedules as set forth or incorporated by reference in the Registration Statement present fairly the financial position and the results of operations of the Company at the indicated dates and for the indicated periods. Such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied throughout the periods involved, and all adjustments necessary for a fair presentation of results for such periods have been made. The summary financial and statistical data included in the Prospectus present fairly the information shown therein and have been compiled on a basis consistent with the financial statements presented therein.

(vii) There is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company, which is required to be disclosed in the Registration Statement (other than as disclosed therein), or which might reasonably be expected to result in any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company, or which might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of this Agreement and the Pricing Agreement or the performance by the Company of its obligations hereunder or thereunder; all pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject which are not described in the Registration Statement, including ordinary routine litigation incidental to the business, are, considered in the aggregate, not material.

(viii) There are no contracts or documents which are required to be described in the Registration Statement, the Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto by the 1933 Act, the 1933 Act Regulations, the 1934 Act or the 1934 Act Regulations which have not been so described and filed as required.

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(ix) The Company has good and marketable title to, or valid and enforceable leasehold estates in, all items of real and personal property referred to in the Prospectus as owned or leased by the Company, in each case free and clear of all liens, encumbrances, claims, security interests and defects, other than those referred to

in the Prospectus or which are not material in amount. Each lease of real property by the Company as lessor requiring annual lease payments in excess of \$100,000 is the legal, valid and binding obligation of the lessee in accordance with its terms (except that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought and to the Bankruptcy Act) and the rents which at present have remained due and unpaid for more than 30 days are not payable under leases such that, were no further rental payments to be received under such leases, the financial condition or results of operations of the Company would be materially adversely affected thereby. The Company has no reason to believe that the lessee under any lease (excluding leases for which rent payments due for the remainder of such lease are less than \$500,000) calling for annual lease payments in excess of \$500,000 is not financially capable of performing its obligations thereunder.

(x) The Company has filed all Federal, State and foreign income tax returns which have been required to be filed and has paid all taxes indicated by said returns and all assessments received by it to the extent that such taxes have become due.

(xi) Since the respective dates as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, there has not been any material adverse change or any development involving a prospective material adverse change in or affecting the condition, financial or otherwise, of the Company or the earnings, business affairs, management, or business prospects of the Company whether or not occurring in the ordinary course of business, and there has not been any material transaction entered into by the Company, other than transactions in the ordinary course of business and changes and transactions contemplated by the Registration Statement and Prospectus. The Company has no material contingent obligations which are not disclosed in the Registration Statement and the Prospectus, as they may be amended or supplemented.

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(xii) The Company is not in violation of its Declaration or Trust or in default under any agreement, lease, contract, indenture or other instrument or obligation to which it is a party or by which it or any of its properties is bound and which default is of material significance in respect of the business or financial condition of the Company. The execution, delivery and performance of this Agreement and the Pricing Agreement and the consummation of the transactions contemplated herein and therein and compliance by the Company with its obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Company and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any contract, indenture, mortgage, loan agreement, note, lease, deed of trust or other agreement or instrument to which the Company is a party, nor will such action result in any violation of the provisions of the Declaration of Trust or By-Laws of the Company or any order, rule or regulation applicable to the Company of any court or of any regulatory body or administrative agency or other governmental body having jurisdiction.

(xiii) Each approval, consent, order, authorization, designation, declaration or filing by or with any regulatory, administrative or other governmental body necessary in connection with the execution and delivery by the Company of this Agreement and the Pricing Agreement and the consummation of the transactions herein and therein contemplated (except such additional steps as may be required by the National Association of Securities Dealers, Inc. (the "NASD") or may be necessary to qualify the Shares for public offering by the Underwriters under State securities or Blue Sky laws) has been obtained or made and is in full force and effect.

(xiv) The Company holds all material licenses, certificates and permits from governmental authorities which are necessary to the conduct of its business; and the Company has not infringed any patents, patent rights, trade names, trademarks or copyrights, which infringement is material to the business of the Company.

(xv) Price Waterhouse LLP, who have certified the financial statements filed with the Commission as part of, or incorporated by reference in, the Registration Statement and Prospectus, are independent public accountants as required by the 1933 Act and the 1933 Act Regulations.

(xvi) With respect to all tax periods regarding which the Internal Revenue Service is or will be entitled to assert any claim, the Company has met the requirements for qualification as a real estate investment trust under Sections 856 through 860 of the Internal Revenue Code, as amended, and the Company's present and contemplated operations, assets and income continue to meet such requirements; and the Company is not an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (the "1940 Act").

(xvii) The conditions for use of registration statements on Form S-3 set forth in the General Instructions on Form S-3 have been satisfied and the Company is entitled to use such form for the transaction contemplated herein.

(xviii) The Company has complied with, and is and will be in compliance with, the provisions of that certain Florida act relating to disclosure of doing business with Cuba, codified as Section 517.075 of the Florida statutes, and the rules and regulations thereunder (collectively, the "Cuba Act") or is exempt therefrom.

(xix) The Company has no knowledge of (a) the unlawful presence of any hazardous substances, hazardous materials, toxic substances or waste materials (collectively, "Hazardous Materials") on any of the properties owned by it, or of (b) any unlawful spills, releases, discharges or disposal of Hazardous Materials that have occurred or are presently occurring off such properties as a result of any construction on or operation and use of such properties which presence or occurrence would materially adversely affect the condition, financial or otherwise, or the earnings, business or business prospects of the Company. In connection with the construction on or operation and use of the properties owned by the Company, the Company represents that, as of the date of this Agreement, it has no knowledge of any material failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Materials.

(b) Any certificate signed by any officer of the Company and delivered to the Representatives or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

Section 2. Sale and Delivery to Underwriters: Closing.

(a) On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter agrees to purchase from the Company, at the price per share set forth in the Pricing Agreement, the number of Initial Shares set forth in Schedule A opposite the name of such Underwriter (except as otherwise provided in the Pricing Agreement), plus any additional number of Initial Shares which such Underwriter may become obligated to purchase pursuant to the provisions of Section 10 hereof.

(1) If the Company has elected not to rely upon Rule 430A under the 1933 Act Regulations, the initial public offering price and the purchase price per share to be paid by the several Underwriters for the Shares have each been determined and set forth in the Pricing Agreement, dated the date hereof, and an amendment to the Registration Statement and the Prospectus will be filed before the Registration Statement becomes effective.

(2) If the Company has elected to rely upon Rule 430A under the 1933 Act Regulations, the purchase price per share to be paid by the several Underwriters for the Shares shall be an amount equal to the initial public offering price, less an amount per share to be determined by agreement between the Representatives and the Company. The initial public offering price per share of the Shares shall be a fixed price to be determined by agreement between the Representatives and the Company. The initial public offering price per share of the Shares shall not be higher than the last reported sale price (regular way) or the last reported asked price, whichever is higher, of the Shares of Beneficial Interest on the American Stock Exchange immediately prior to determination of the initial public offering

price. The initial public offering price and the purchase price, when so determined, shall be set forth in the Pricing Agreement. In the event that such prices have not been agreed upon and the Pricing Agreement has not been executed and delivered by all parties thereto by the close of business on the fourteenth business day following the date of this Agreement, this Agreement shall terminate forthwith, without liability of any party to any other party, unless otherwise agreed to by the Company and the Representatives.

(3) In addition, on the basis of the representations and warranties herein contained and subject to the terms and

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conditions herein set forth, the Company hereby grants an option to the Underwriters, severally and not jointly, to purchase up to an additional 525,000 Shares at the price per share set forth in the Pricing Agreement. The option hereby granted will expire 30 days after the date the Registration Statement becomes effective and may be exercised in whole or in part from time to time only for the purpose of covering over-allotments which may be made in connection with the offering and distribution of the Initial Shares upon notice by the Representatives to the Company setting forth the principal amount of Option Shares as to which the several Underwriters are then exercising the option and the time, date and place of payment and delivery for such Option Shares. Any such time and date of delivery (a "Date of Delivery") shall be determined by the Representatives but shall not be later than seven full business days after the exercise of said option, nor in any event prior to Closing Time, as hereinafter defined, unless otherwise agreed upon by the Representatives and the Company. If the option is exercised as to all or any portion of the Option Shares, the Option Shares shall be purchased by the Underwriters, severally and not jointly, in proportion to their respective Initial Share underwriting obligations as set forth in Schedule A.

(b) Payment of the purchase price for and delivery of certificates for the Initial Shares shall be made at the office of Brown & Wood, One World Trade Center, New York, New York 10048-0557, or at such other place as shall be agreed upon by the Representatives and the Company, at 10:00 A.M. on the fourth business day (unless postponed in accordance with the provisions of Section 10) following the date the Registration Statement becomes effective (or, if the Company has elected to rely upon Rule 430A, the fourth business day after execution of the Pricing Agreement), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company (such time and date of payment and delivery being herein called "Closing Time"). In addition, in the event that any or all of the Option Shares are purchased by the Underwriters, payment of the purchase price for and the delivery of such Option Shares shall be made at the above-mentioned office of Brown & Wood, or at such other place as shall be mutually agreed upon by the Representatives and the Company, on each Date of Delivery as specified in the notice from the Representatives to the Company. Payment shall be made by certified or official bank check or checks in New York Clearing House or similar next day funds payable to the order of the Company against delivery to the Representatives for the respective accounts of the Underwriters of certificates for the Shares to be purchased by them. The certificates for the Initial Shares and the Option Shares shall

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be in such authorized denominations and registered in such names as the Representatives may request in writing at least one business day before Closing Time or the Date of Delivery, as the case may be. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Shares which it has agreed to purchase. Merrill Lynch, Alex. Brown, A.G. Edwards or Legg Mason, individually and not as representatives of the several Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Shares to be purchased by any Underwriter whose check has not been received by Closing Time, but any such payment shall not relieve such Underwriter from its obligations hereunder. The certificates for the Initial Shares and the Option Shares will be made available for examination and packaging by the Representatives not later than 3:00 P.M. on the last business day prior to Closing Time or the Date of Delivery, as the case may be.

Section 3. Covenants of the Company. The Company covenants with each Underwriter as follows:

(a) The Company will notify the Representatives immediately, and confirm the notice in writing, (i) of the effectiveness of the Registration

Statement and any amendment thereto (including any post-effective amendment), (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose. The Company will make every reasonable effort to prevent the issuance of any such stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment. If the Company elects to rely on Rule 434 under the 1933 Act Regulations, the Company will prepare an "abbreviated term sheet" that complies with the requirements of Rule 434 under the 1933 Act Regulations. If Company elects not to rely on Rule 434, the Company will provide the Underwriters with copies of the form of Prospectus, in such number as the Underwriters may reasonably request, and file or transmit for filing with the Commission such Prospectus in accordance with Rule 424(b) of the 1933 Act by the close of business in New York on the business day immediately succeeding the date of the Pricing Agreement. If the Company elects to rely on Rule 434, the Company will provide the Underwriters with copies of the form of Rule 434 Prospectus, in such number as the Underwriters may reasonably request, and file or transmit for filing with the Commission the form of Prospectus complying with Rule 434(c)(2)

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of the 1933 Act in accordance with Rule 424(b) of the 1933 Act by the close of business in New York on the business day immediately succeeding the date of the Pricing Agreement.

(b) The Company will give the Representatives notice of its intention to file or prepare any amendment to the Registration Statement (including any post-effective amendment) or any amendment or supplement to the Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise (including any revised prospectus which the Company proposes for use by the Underwriters in connection with the offering of the Shares which differs from the prospectus on file at the Commission at the time the Registration Statement first becomes effective, whether or not such revised prospectus is required to be filed pursuant to Rule 424(b) of the 1933 Act Regulations, or any abbreviated term sheet prepared in reliance on Rule 434 of the 1933 Act Regulations), will furnish the Representatives with copies of any such amendment or supplement a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file any such amendment or supplement or use any such prospectus to which the Representatives or counsel for the Underwriters shall reasonably object.

(c) The Company will deliver to the Representatives four signed copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated by reference into the Prospectus pursuant to Item 12 of Form S-3 under the 1933 Act) and will also deliver to the Representatives a conformed copy of the Registration Statement as originally filed and of each amendment thereto (including documents incorporated by reference into the Prospectus but without exhibits) for each of the Underwriters.

(d) The Company will deliver to each Underwriter, without charge, from time to time until the effective date of the Registration Statement (or, if the Company has elected to rely upon Rule 430A, until such time the Pricing Agreement is executed and delivered), as many copies of each preliminary prospectus as such Underwriter may reasonably request, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, from time to time during the period when the Prospectus is required to be delivered under the 1933 Act or the 1934 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request for the purposes contemplated by the 1933 Act, the 1933 Act Regulations, the 1934 Act or the 1934 Act Regulations.

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(e) If any event shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriters, to amend or supplement the Prospectus in order to make the Prospectus not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Company will either (i) forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of or supplement to the Prospectus or (ii) make an appropriate filing pursuant to Section 13, 14 or 15 of the 1934 Act, in form and substance satisfactory to counsel for the Underwriters which will amend or supplement the Prospectus so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances

existing at the time it is delivered to a purchaser, not misleading.

(f) If, at the time that the Registration Statement becomes effective, any information shall have been omitted therefrom in reliance upon Rule 430A of the 1933 Act Regulations, then immediately following the execution of the Pricing Agreement, the Company will prepare, and file or transmit for filing with the Commission in accordance with such Rule 430A and Rule 424(b) of the 1933 Act Regulations, copies of an amended Prospectus, or, if required by such Rule 430A, a post-effective amendment to the Registration Statement (including an amended Prospectus), containing all information so omitted and will use its best efforts to cause such post-effective amendment to be declared effective as promptly as practicable.

(g) The Company will endeavor, in cooperation with the Underwriters, to qualify the Shares for offering and sale under the applicable securities laws and real estate syndication laws of such states and other jurisdictions of the United States as the Representatives may designate. In each jurisdiction in which the Shares have been so qualified the Company will file such statements and reports as may be required by the laws of such jurisdiction to continue such qualification in effect for a period of not less than one year from the effective date of the Registration Statement.

(h) The Company will make generally available to its security holders as soon as practicable, but not later than 60 days after the close of the period covered thereby, an earnings statement (in form complying with the provisions of Rule 158 of the 1933 Act Regulations) covering a twelve month period beginning not later than the first day of the Company's fiscal quarter next following the "effective date" (as defined in such Rule 158) of the Registration Statement.

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(i) The Company will use the net proceeds received by it from the sale of the Shares in the manner specified in the Prospectus under the caption "Use of Proceeds".

(j) The Company will use its best efforts to effect the listing of the Shares on the American Stock Exchange ("AMEX").

(k) The Company will not, during the 90 days following the effective date of the Registration Statement, except with the prior written consent of the Representatives, offer for sale, sell or otherwise dispose of any Shares of Beneficial Interest (except for the issuance of Shares of Beneficial Interest pursuant to existing grants or options pursuant to the Company's Incentive Share Option Plan), or sell or grant options, rights or warrants with respect to any Shares of Beneficial Interest (other than the grant of options pursuant to the Company's Incentive Share Option Plan), otherwise than in accordance with this Agreement or as contemplated in the Prospectus.

(l) Except as provided for in the Prospectus, the Company will cause each officer and trustee of the Company who own Shares of Beneficial Interest not to offer for sale, sell or otherwise dispose of any Shares of Beneficial Interest during the 90 days following the effective date of the Registration Statement, except with the prior written consent of the Underwriters.

(m) The Company will elect to qualify as a "real estate investment trust" under the Internal Revenue Code of 1986, as amended, and will use its best efforts to continue to meet the requirements to qualify as a "real estate investment trust".

Section 4. Payment of Expenses. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the printing and filing of the Registration Statement as originally filed and of each amendment hereto, (ii) the cost of printing, or reproducing, and distributing to the Underwriters copies of this Agreement and the Pricing Agreement, (iii) the preparation, issuance and delivery of the certificates for the Shares to the Underwriters, (iv) the fees and disbursements of counsel for the Company, referred to in Section 5(b) hereof, (v) the fees and disbursements of the Company's accountants, (vi) the qualification of the Shares under securities law and real estate syndication laws in accordance with the provisions of Section 3(g), including filing fees and the fee and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey, (vii) the printing and delivery to the underwriters of copies of the Registration Statement as originally filed and of each amendment thereto, of the preliminary prospectuses, and of the Prospectus and any

amendments or supplements thereto including the abbreviated term sheet delivered by the Company pursuant to Rule 434 of the 1933 Act Regulations, (viii) the cost of printing or reproducing and delivering to the Underwriters copies of the Blue Sky Survey, (ix) the fee of the NASD, (x) the fees and expenses incurred in connection with the listing of the Shares on the AMEX and (xi) any transfer taxes imposed on the sale of the Shares to the several Underwriters.

If this Agreement is terminated by the Representatives in accordance with the provisions of Section 5 or Section 9(a)(i), the Company shall reimburse the Underwriters for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

Section 5. Conditions of Underwriters' Obligations. The obligations of the Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company herein contained, to the performance by the Company of its obligations hereunder, and to the following further conditions:

(a) The Registration Statement shall have become effective not later than 5:30 P.M. on the date hereof, or, with the consent of the Representatives, at a later time and date, not later, however, than 5:30 P.M. on the first business day following the date hereof or at such later time and date as may be approved by a majority in interest of the Underwriters; and at Closing Time no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission. If the Company has elected to rely upon Rule 430A of the 1933 Act Regulations, the price of the Shares and any price-related information previously omitted from the effective Registration Statement pursuant to such Rule 430A shall have been transmitted to the Commission for filing pursuant to Rule 424(b) of the 1933 Act Regulations within the prescribed time period, and prior to Closing Time the Company shall have provided evidence satisfactory to the Representatives of such timely filing, or a post-effective amendment providing such information shall have been promptly filed and declared effective in accordance with the requirements of Rule 430A of the 1933 Act Regulations.

(b) At Closing Time the Representatives shall have received:

(1) The favorable opinion, dated as of Closing Time, of Arent Fox Kintner Plotkin & Kahn, special counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, to the effect that:

(i) The Company has been duly organized and is validly existing as a real estate investment trust in good standing under the laws of the District of Columbia, with power and authority to own, lease and operate its properties and conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement and the Pricing Agreement; and the conditions for use of a registration statement on Form S-3 have been satisfied.

(ii) The Company has authorized and outstanding capital securities as set forth under the caption "Capitalization" in the Prospectus; the authorized Shares of Beneficial Interest of the Company have been duly authorized; the outstanding Shares of Beneficial Interest have been duly authorized and validly issued and are fully paid and, except as set forth in the Prospectus under the caption "Shares," non-assessable.

(iii) The Shares conform to the description thereof contained in the Prospectus; the certificates for the Shares are in due and proper form; the Shares have been duly authorized by the Company for issuance and sale to the Underwriters pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement against payment of the consideration set forth in the Pricing Agreement, will be validly issued, fully paid and, except as set forth in the Prospectus under the caption "Shares," non-assessable; and no preemptive rights of shareholders exist with respect to any of the Shares or the issue and sale thereof.

(iv) The Registration Statement has been declared effective under the 1933 Act and, to the best of the knowledge of such counsel, no stop order proceedings with respect

thereto have been instituted or are pending or threatened under the 1933 Act.

(v) The Registration Statement, all preliminary prospectuses, the Prospectus and each amendment or supplement thereto and any documents incorporated by reference therein, when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the requirements of the 1933 Act or the 1934 Act, as applicable, and the applicable rules and regulations thereunder (except that such counsel need express no opinion as to the financial statements, schedules and other financial information included or incorporated by reference therein); and the Rule 434 Prospectus

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conforms to the requirements of Rule 434 in all material respects.

(vi) The statements under the caption "Shares" in the Prospectus, insofar as such statements constitute a summary of documents referred to therein or matters of law, are accurate summaries and fairly and correctly present the information called for with respect to such documents and matters.

(vii) Such counsel does not know of any contracts or documents required to be filed as exhibits to or incorporated by reference in the Registration Statement or described in the Registration Statement or the Prospectus which are not so filed, incorporated by reference or described as required, and such contracts and documents as are summarized in the Registration Statement or the Prospectus are fairly summarized in all material respects (except that such counsel need express no opinion as to the financial statements, schedules and other financial information included or incorporated by reference therein).

(viii) Such counsel knows of no material legal proceedings pending or threatened against the Company and all pending legal or governmental proceedings to which the Company is a party or to which any of its property is subject which are not described in the Registration Statement, including ordinary routine litigation incidental to the business, are, considered in the aggregate, not material.

(ix) This Agreement and the Pricing Agreement have been duly authorized, executed and delivered by the Company.

(x) No approval, consent, order, authorization, designation, declaration or filing by or with any regulatory, administrative or other governmental body is necessary in connection with the execution and delivery of this Agreement and the Pricing Agreement and the consummation of the transactions herein and therein contemplated by the Company (other than as may be required by the NASD or as required by State securities or Blue Sky laws, as to which such counsel need express no opinion) except such as have been obtained or made, specifying the same.

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(xi) The investments of the Company described in the Prospectus are permitted investments under the Declaration of Trust.

(xii) The Company has qualified to be taxed as a real estate investment trust pursuant to Sections 856-860 of the Internal Revenue Code, as amended, for the fiscal years ended December 31, 1978 through December 31, 1994, and the Company's present method of operation and its assets and contemplated income are such that the Company is in a position under present law to so qualify for the fiscal year ending December 31, 1995, and under present law the federal income tax treatment of the Company and its shareholders will be as set forth in the Prospectus under the heading "Shares".

(xiii) The Company is not an "investment company" or

an entity "controlled" by an "investment company" as such terms are defined in the 1940 Act.

In rendering such opinion, Arent Fox Kintner Plotkin & Kahn may rely as to matters governed by the laws of states other than the District of Columbia or Federal laws on local counsel in such jurisdictions, provided that in each case Arent Fox Kintner Plotkin & Kahn shall state that they believe that they and the Underwriters are justified in relying on such other counsel. In addition to the matters set forth above, such opinion shall also include a statement to the effect that nothing has come to the attention of such counsel which leads them to believe that the Registration Statement, as of the time it became effective under the 1933 Act or at the Representation Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus at the Representation Date (unless the term "Prospectus" refers to a prospectus which has been provided to the Underwriters by the Company for use in connection with the offering of the Shares which differs from the Prospectus on file at the Commission at the time the Registration Statement becomes effective, in which case at the date of such Prospectus) or at Closing Time, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that such counsel need express no view as to financial statements, schedules and other financial information included or incorporated by reference therein). With respect to such statement, Arent Fox Kintner

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Plotkin & Kahn may state that their belief is based upon the procedures set forth therein, but is without independent check and verification.

(2) The favorable opinion, dated as of Closing Time, of Benjamin H. Dorsey, Esq., General Counsel and Secretary to the Company, in form and substance satisfactory to counsel for the Underwriters, to the effect that: (i) the Company is duly qualified to transact business in all jurisdictions in which the conduct of its business or ownership or leasing of property requires such qualification, or in which the failure to qualify would have a materially adverse effect upon the business of the Company; (ii) the Company has the authorized and outstanding capital securities as set forth under the caption "Capitalization" in the Prospectus: the authorized Shares of Beneficial Interest have been validly authorized and the outstanding Shares of Beneficial Interest have been duly authorized and validly issued and are fully paid and, except as set forth in the Prospectus under the caption "Shares," non-assessable; (iii) the execution and delivery of this Agreement and the Pricing Agreement and the consummation of the transactions contemplated herein and therein and compliance by the Company with its obligations hereunder and thereunder do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, (a) the Declaration of Trust or By-Laws of the Company, (b) any agreement or instrument known to such counsel to which the Company is a party or by which the Company may be bound, or (c) any order, rule or regulation known to such counsel of any court or government agency or body having jurisdiction over the Company or any of its properties; and (iv) to the best of such counsel's knowledge, the Company is not in violation of its Declaration of Trust or By-Laws and the Company is in compliance with all rules, regulations, judgements, decrees, orders and statutes in the jurisdictions in which it is conducting its business.

(3) The favorable opinion, dated as of Closing Time, of Brown & Wood, counsel for the Underwriters, with respect to the matters set forth in (iii) to (vi), inclusive, and (ix) and (x) of subsection (b)(1) of this Section, except that with respect to the matters referred to in (v), no opinion need be expressed as to the documents incorporated by reference in the Registration Statement. In addition to the matters set forth above, such opinion shall also include a statement to the effect that nothing has come to the attention of such counsel which leads them to believe that the Registration Statement, as of the time it became

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effective under the 1933 Act or at the Representation Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus at the Representation Date (unless the term "Prospectus" refers to a prospectus which has been provided to the Underwriters by the Company for use in connection with the offering of the Shares which differs from the Prospectus on file at the Commission at the time the Registration Statement becomes effective, in which case at the date of such Prospectus) or at Closing Time, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that such counsel need express no view as to financial statements, schedules and other financial information included or incorporated by reference therein). With respect to such statement, Brown & Wood may state that their belief is based upon the procedures set forth therein, but is without independent check and verification.

(c) At Closing Time there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, of the Company or in its earnings, business affairs or business prospects, whether or not arising in the ordinary course of business, and the Representatives shall have received a certificate of the President and Chief Executive Officer and the Vice President and Chief Financial Officer of the Company, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties set forth in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been initiated or threatened by the Commission. As used in this Section 5(c), the term "Prospectus" means the Prospectus in the form first used to confirm sales of the Shares.

(d) At the time of execution of this Agreement, the Representatives shall have received from Price Waterhouse LLP a letter dated such date, in form and substance satisfactory to the Representatives, to the effect that (i) they are independent public accountants with respect to the Company as required by the 1933 Act and the 1934 Act and the applicable published rules and

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regulations thereunder; (ii) it is their opinion that the financial statements and supporting schedules of the Company included or incorporated by reference in the Registration Statement and covered by their opinions therein comply as to form in all material respects with the applicable accounting requirements of the 1933 Act and the 1934 Act and the related published rules and regulations thereunder; (iii) based upon limited procedures set forth in detail in such letter (which shall include, without limitation, the procedures specified by the American Institute of Certified Public Accountants for a review of interim financial information as described in SAS No. 71, Interim Financial Information, with respect to the unaudited condensed financial statements of the Company included or incorporated by reference in the Registration Statement), nothing has come to their attention which causes them to believe that:

(A) any material modifications should be made to the unaudited condensed financial statements included or incorporated by reference in the Registration Statement for them to be in conformity with generally accepted accounting principles;

(B) the unaudited condensed financial statements included or incorporated by reference in the Registration Statement do not comply as to form in all material respects with the applicable accounting requirements of the 1933 Act and the 1934 Act as it applies to Form 10-Q and the related published rules and regulations;

(C) at a specified date not more than three days prior to the date of such letter, there was any change in the capitalization of the Company, any decrease in total assets, any change in long-term debt or any change in short-term borrowings of the Company, as compared with the amounts shown in the March 31, 1995 balance sheet incorporated by reference in the Registration Statement; or

(D) during the period from April 1, 1995 to a specified date not more than three days prior to the date of such letter, there were any decreases, as compared with the corresponding period in the preceding year, in real estate rental revenue, net income or net

income per share;

except in all cases for changes, increases or decreases which the Registration Statement discloses have occurred or may occur; (iv) in addition to the limited procedures referred to in clause (iii) above, they have carried out certain specified procedures, not constituting an audit, with respect to certain amounts, percentages and financial information which are derived from the general accounting records of the Company, which are included or

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incorporated by reference in the Registration Statement and which are specified by the Representatives, and have compared such amounts, percentages and financial information with the accounting records of the Company and have found them to be in agreement; and (v) they have compared the information in the Prospectus under the caption "Selected Financial Data" with the disclosure requirements of Regulation S-K and on the basis of limited procedures specified in such letter nothing came to their attention as a result of the foregoing procedures that caused them to believe that this information does not conform in all material respects with the disclosure requirements of Item 301 of Regulation S-K.

(e) At Closing Time, the Representatives shall have received from Price Waterhouse LLP a letter dated as of Closing Time to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (d) of this Section, except that the "specified date" referred to shall be a date not more than three days prior to Closing Time, and, if the Company has elected to rely on Rule 430A of the 1933 Act Regulations, to the further effect that they have carried out procedures as specified in clause (iv) of subsection (d) of this Section with respect to certain amounts, percentages and financial information deemed to be a part of the Registration Statement pursuant to Rule 430A(b) and have found such amounts, percentages and financial information to be in agreement with the records specified in such clause (iv).

(f) At Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Shares as herein contemplated and related proceedings, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Shares as herein contemplated shall be satisfactory in form and substance to the Representatives and counsel for the Underwriters.

(g) In the event the Underwriters exercise their option provided in Section 2 hereof to purchase all or any portion of the Option Shares, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company hereunder shall be true and correct as of each Date of Delivery, and the Representatives shall have received:

(1) A certificate of the President and Chief Executive Officer and the Vice President and Chief Financial Officer

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of the Company, dated such Date of Delivery, confirming that the certificate delivered at Closing Time pursuant to Section 5(c) hereof remains true as of such Date of Delivery.

(2) The favorable opinion of Arent Fox Kintner Plotkin & Kahn, special counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, dated such Date of Delivery, relating to the Option Shares and otherwise to the same effect as the opinion required by Section 5(b)(1) hereof.

(3) The favorable opinion of Benjamin H. Dorsey, Esq., General Counsel and Secretary to the Company, in form and substance satisfactory to counsel for the Underwriters, dated such Date of Delivery, relating to the Option Shares and otherwise to the same effect as the opinion required by Section 5(b)(2) hereof.

(4) The favorable opinion of Brown & Wood, counsel for the Underwriters, dated such Date of Delivery, relating to the Option Shares and otherwise to the same effect as the opinion required by Section 5(b)(3) hereof.

(5) A letter from Price Waterhouse LLP, in form and substance satisfactory to the Representatives, dated such Date of

Delivery, substantially the same in scope and substance as the letter furnished to the Representatives pursuant to Section 5(e) hereof, except that the "specified date" in the letter furnished pursuant to this Section 5(g) (5) shall be a date not more than three days prior to such Date of Delivery.

If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representatives by notice to the Company at any time at or prior to Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 6 and 7 shall survive any such termination and remain in full force and effect.

Section 6. Indemnification. (a) The Company hereby agrees to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(1) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any

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untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the information deemed to be part of the Registration Statement pursuant to Rule 430A(b) or Rule 434 of the 1933 Act Regulations, if applicable, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or the omission, or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(2) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, if such settlement is effected with the written consent of the Company; and

(3) against any and all expense whatsoever, as incurred (including, subject to Section 6(c) hereof, the fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceedings by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (1) or (2) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use in the Registration Statement (or any amendment thereto) or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto).

(b) Each Underwriter severally agrees to indemnify and hold harmless the Company, its trustees, each of its officers who signed the Registration Statement, and each person, if any, who

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controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto) or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the

Representatives expressly for use in the Registration Statement (or any amendment thereto) or such preliminary prospectus or the Prospectus (or any amendment or supplement thereto).

(c) Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability which it may have otherwise than on account of this indemnity agreement. An indemnifying party may participate at its own expense in the defense of any such action. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim.

Section 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in

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such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Shares pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Shares pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Shares pursuant to this Agreement (before deducting expenses) received by the Company and the total underwriting discount received by the Underwriters, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Shares as set forth on such cover. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation

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(within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such Underwriter, and each trustee of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Initial Shares set forth opposite their respective names in Schedule A hereto and not joint.

Section 8. Representations, Warranties and Agreements to Survive Delivery. All representations, warranties and agreements contained in this Agreement and the Pricing Agreement, or contained in certificates of officers of the Company submitted pursuant hereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or any controlling person, or by or on behalf of the Company, and shall survive delivery of the Shares to the Underwriters.

Section 9. Termination of Agreement. (a) The Representatives may terminate this Agreement, by notice to the Company, at any time at or prior to Closing Time (i) if there has been, since the date of this Agreement or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or elsewhere or any outbreak of hostilities or escalation of existing hostilities or other calamity or crisis the effect of which is such as to make it, in the Representatives' judgment, impracticable to market the Shares or enforce contracts for the sale of the Shares, or (iii) if trading in the Shares of Beneficial Interest of the Company has been suspended or limited by the Commission or the American Stock Exchange, or if trading generally on either the American Stock Exchange or the New York Stock Exchange has been suspended or limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices for securities have been required, by either of said exchanges or by order of the Commission, the NASD or any other governmental authority, or (iv) if a banking moratorium has been declared by Federal, New York or District of Columbia

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authorities. As used in this Section 9(a), the term "Prospectus" means the Prospectus in the form first used to confirm sales of the Shares.

(b) If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4, and provided further that Sections 6 and 7 hereof shall survive such termination.

Section 10. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at Closing Time to purchase the Shares which it or they are obligated to purchase under this Agreement and the Pricing Agreement (the "Defaulted Shares"), the Representatives shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Shares in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representatives shall not have completed such arrangements within such 24-hour period, then:

(a) if the number of Defaulted Shares does not exceed 10% of the number of Initial Shares, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(b) if the number of Defaulted Shares exceeds 10% of the number of Initial Shares, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement, either the Representatives or the Company shall have the right to postpone Closing Time for a period not exceeding seven days in order to effect any required changes in the Registration Statement or Prospectus or in any other documents or arrangements.

Section 11. Notices. All notices and other communications hereunder

shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to the Representatives c/o Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated at Merrill Lynch World Headquarters, North Tower, World Financial Center, New York, New

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York 10281-1209, attention of Mr. Fred F. Hessinger, Vice President, Corporate Syndicate; and notices to the Company shall be directed to it at Washington Real Estate Investment Trust, 10400 Connecticut Avenue, Kensington, Maryland 20895, attention of: Benjamin H. Dorsey, Esq.

Section 12. Parties. This Agreement and the Pricing Agreement shall each inure to the benefit of and be binding upon the Underwriters, the Company and their respective successors. Nothing expressed or mentioned in this Agreement or the Pricing Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and trustees referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or the Pricing Agreement or any provision herein or therein contained. This Agreement and the Pricing Agreement and all conditions and provisions hereof and thereof are intended to be for the sole and exclusive benefit of the parties hereto and thereto and their respective successors and said controlling persons and officers and trustees and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Shares from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

Section 13. Governing Law and Time; Miscellaneous. This Agreement and the Pricing Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in said State. Specified times of day refer to New York City time.

The Washington Real Estate Investment Trust is a common law trust organized under District of Columbia law on November 18, 1960. Under the terms of the Declaration of Trust all persons dealing with the Company shall look solely to the Company property for satisfaction of claims of any nature, and no trustee, officer or agent of the Company shall be held to any personal liability whatsoever, in tort, contract or otherwise as the result of the execution and delivery of this Agreement by the Company.

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If the foregoing is in accordance with your understanding of our agreement, please sign and return to us a counterpart hereof, whereupon this instrument along with all counterparts will become a binding agreement between the Underwriters and the Company in accordance with its terms.

Very truly yours,

WASHINGTON REAL ESTATE INVESTMENT
TRUST

By _____

President and Chief Executive
Officer

CONFIRMED AND ACCEPTED,
as of the date first above written:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
ALEX. BROWN & SONS INCORPORATED
A.G. EDWARDS & SONS, INC.
LEGG MASON WOOD WALKER, INCORPORATED

By: Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated

By _____

For themselves and as Representatives

of the other Underwriters named
in Schedule A hereto.

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SCHEDULE A

<TABLE>
<CAPTION>

Name of Underwriter -----	Number of Initial Shares -----
<S>	<C>
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Alex. Brown & Sons Incorporated	
A.G. Edwards & Sons, Inc.	
Legg Mason Wood Walker, Incorporated	
Total	<u>3,500,000</u> =====

</TABLE>

Exhibit A

3,500,000 Shares

WASHINGTON REAL ESTATE INVESTMENT TRUST
(a District of Columbia business trust)

Shares of Beneficial Interest

(No Par Value)

PRICING AGREEMENT

July __, 1995

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
ALEX. BROWN & SONS INCORPORATED
A.G. EDWARDS & SONS, INC.
LEGG MASON WOOD WALKER, INCORPORATED
as Representatives of the several Underwriters
named in the within-mentioned Purchase Agreement
c/o Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Merrill Lynch World Headquarters
North Tower
World Financial Center
New York, New York 10281-1209

Dear Sirs:

Reference is made to the Purchase Agreement, dated July __, 1995 (the "Purchase Agreement"), relating to the purchase by the several Underwriters named in Schedule A thereto, for whom Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Alex. Brown & Sons Incorporated, A.G. Edwards & Sons, Inc. and Legg Mason Wood Walker, Incorporated are acting as representatives (the "Representatives"), of the above shares of beneficial interest (the "Shares") of Washington Real Estate Investment Trust (the "Company").

Pursuant to Section 2 of the Purchase Agreement, the Company agrees with each Underwriter as follows:

1. The initial public offering price per share for the Shares, determined as provided in said Section 2, shall be \$_____.

2. The purchase price per share for the Shares to be paid by the several Underwriters shall be \$_____, being an amount equal to the initial public offering price set forth above less \$_____ per share.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Underwriters and the Company in accordance with its terms.

Very truly yours,

WASHINGTON REAL ESTATE INVESTMENT
TRUST

By _____

President and Chief Executive
Officer

CONFIRMED AND ACCEPTED,
as of the date first above written:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
ALEX. BROWN & SONS INCORPORATED
A.G. EDWARDS & SONS, INC.
LEGG MASON WOOD WALKER, INCORPORATED

By: Merrill Lynch & Co.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated

By _____
Vice President

For themselves and as Representatives
of the other Underwriters named in
Schedule A to the Purchase Agreement.

June 26, 1995

The Trustees
Washington Real Estate Investment Trust
10400 Connecticut Avenue
Kensington, Maryland 20895

Gentlemen:

We have acted as counsel to Washington Real Estate Investment Trust (the "Trust") with respect to the Trust's Registration Statement on Form S-3 (the "Registration Statement") filed by the Trust with the Securities and Exchange Commission on June 26, 1995, in connection with the registration under the Securities Act of 1933 of 4,025,000 Shares of Beneficial Interest, no par value (the "Shares").

As counsel to the Trust, we have examined the Trust's Declaration of Trust as amended (the "Declaration of Trust") and such Trust records, certificates and other documents and such questions of law as we considered necessary or appropriate for the purpose of this opinion.

The 4,025,000 Shares to be sold by the Trust will, when issued in accordance with the terms of the Underwriting Agreement between the Trust and the Underwriters, be legally issued, fully paid and, subject to the following paragraph, nonassessable.

The Declaration of Trust provides that no shareholder shall be personally liable in connection with the Trust's property or the affairs of the Trust. The Declaration of Trust further provides that the Trust shall indemnify and hold harmless shareholders against all claims and liabilities and related reasonable expenses to which they become subject by reason of their being or having been shareholders. In addition, the Trust, as a matter of practice, inserts a clause in its business, management and other contracts that provides that shareholders shall not be personally liable thereunder. In our opinion, no personal liability will attach to the Trust's shareholders for contract claims under any contract containing such a clause where adequate notice is given.

Arent Fox

The Trustees
Washington Real Estate Investment Trust
June 26, 1995
Page 2

However, in respect to tort claims and contract claims where shareholders liability is not so negated, claims for taxes and certain statutory liability, the shareholders may, in some jurisdictions, be personally liable to the extent that such claims are not satisfied by the Trust.

The Declaration of Trust, the actual operations of the Trust to date and the proposed continuing method of operation of the Trust, as set forth in the Prospectus (included in the Registration Statement), have been reviewed. If the Trust continues to operate in the manner in which it has to date, and if the Trust is operated according to the policies and in the manner stated in the Declaration of Trust and in the Prospectus, the Trust will continue to qualify as a Real Estate Investment Trust pursuant to the Internal Revenue Code of 1986, and under present law the federal income tax treatment of the Trust will be as set forth in the Prospectus under the heading "Shares."

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to all references to our firm in the Registration Statement.

Very truly yours,

ARENT FOX KINTNER PLOTKIN & KAHN

By: s/ JEFFREY E. JORDAN

Jeffrey E. Jordan

CONSENT OF INDEPENDENT ACCOUNTANTS

To the Trustees and Shareholders of
Washington Real Estate Investment Trust

We hereby consent to the incorporation by reference in the Prospectus constituting part of this Registration Statement on Form S-3 of our report dated February 22, 1995 appearing on page 16 of Washington Real Estate Investment Trust's Annual Report on Form 10-K for the year ended December 31, 1994. We also consent to the reference to us under the heading "Experts" in such Prospectus.

Price Waterhouse LLP
June 26, 1995