

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

Form S-8
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

Washington Real Estate Investment Trust
 (Exact name of Registrant as specified in its charter)

Maryland
 (State or other jurisdiction
 of incorporation or organization)

53-0261100
 I.R.S. Employer
 Identification No.

10400 Connecticut Avenue
 Kensington, Maryland
 (301) 929-5900

(Address and telephone number of Registrant's
 principal executive offices)

Larry E. Finger
 Senior Vice President and
 Chief Financial Officer
 10400 Connecticut Avenue
 Kensington, Maryland
 (301) 929-5900
 (Name, address and telephone
 number of agent for service)

Washington Real Estate Investment Trust Share Grant Plan
 and Washington Real Estate Investment Trust Stock Option Plan for Trustees
 (Full Title of the Plan)

The Commission is requested to send copies of all communications to:
 Jeffrey E. Jordan, Esq.
 Arent Fox Kintner Plotkin & Kahn, PLLC
 1050 Connecticut Avenue, N.W.
 Washington, D.C. 20036-5339

CALCULATION OF REGISTRATION FEE

<TABLE>
 <CAPTION>

Title of securities to be registered registration fee	Amount to be registered	Proposed maximum offering price per share(1)	Proposed maximum aggregate offering price(1)	Amount of
----- <S>	<C>	<C>	<C>	<C>
Common Shares of Beneficial Interest, par value \$.01	1,715,241.5	\$16.84375	\$28,891,099.02	\$8,523

</TABLE>

(1) Pursuant to Rule 457(h)(1), based on the average of the high and low prices reported in the consolidated reporting system as of March 11, 1998, which is within five business days prior to the date of the filing of this Registration Statement.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information*

Item 2. Registrant Information and Employee Plan Annual Information*

* Information required by Part I to be contained in a Section 10(a) prospectus is omitted from the Registration Statement in accordance with Rule 428 under the Securities Act of 1933 (the "Securities Act") and the Note to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents previously filed by the Registrant with the Securities and Exchange Commission (the "Commission") are incorporated by reference in this Registration Statement:

1. The Registrant's Annual Report on Form 10-K for the year ended December 31, 1996.
2. The Registrant's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1997 (as amended), June 30, 1997 and September 30, 1997.
3. The Registrant's Current Report on Form 8-K dated October 31, 1997.
4. The Registrant's Current Report on Form 8-K dated November 21, 1997.
5. The Registrant's Current Report on Form 8-K dated May 31, 1996, as amended by Amendment No. 1 dated July 25, 1996.
6. The Registrant's Proxy Statement dated April 22, 1996.
7. The Registrant's Form 8-B dated July 10, 1996.
8. All other reports filed pursuant to Section 13(a) and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") since the end of the fiscal year ended December 31, 1996.

9. Registrant's Form 8-A Registration Statement filed pursuant to Section 12 of the Exchange Act, containing a description of the Registrant's shares of beneficial interest ("Shares"), including any amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel

David M. Osnos, a trustee of the Registrant, is a member in the firm of Arent Fox Kintner Plotkin & Kahn, PLLC.

Item 6. Indemnification of Directors and Officers

The Registrant's Declaration of Trust dated April 5, 1996 provides that no Trustee or officer of the Registrant shall be personally liable, in tort, contract or otherwise, in connection with the Registrant's property or the affairs of the Registrant, or on account of his own acts or omissions to the Registrant, or to any shareholder, Trustee, officer or agent thereof except for (1) to the extent that it is proved that such Trustee, officer, actually received an improper benefit or profit in money, property, or services, in which case any such liability shall not exceed the amount of the benefit or profit in money, property or services actually received; or (2) to the extent that a judgment or other final adjudication adverse to such Trustee or officer is entering in a proceeding based on a finding in the proceeding that such Trustee's or officer's action or failure to act was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. All persons shall look solely to the Registrant's property for satisfaction of the claims of any nature in connection with the affairs of the Registrant. The Registrant's Declaration of Trust further provides for the indemnification of the Registrant's Trustees and officers to the fullest extent permitted by Section 2-418 of the Maryland General Corporation Law.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See Exhibit Index on page 8.

Item 9. Undertakings

(a) The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of the securities registered hereby, a post-effective amendment to this Registrant Statement;

(i) To include any prospectus required by Section 10(a) (3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that the undertakings set forth in paragraphs (1)(i) and (1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment 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.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The Registrant hereby further undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act 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.

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(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities 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 director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant, unless in the opinion of its counsel the matter has been settled by controlling precedent, will submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Kensington, State of Maryland, on the 16 day of March, 1998.

By: /s/ Edmund B. Cronin, Jr.

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints Edmund B. Cronin, Jr. and Larry E. Finger, and each of them his true and lawful attorney-in-fact and agent with power of substitution and resubstitution, for him, and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post effective amendments) to this Registration Statement on Form S-8, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done to comply with the provisions of the Securities Act and all requirements of the Commission, hereby ratifying and confirming all that said attorney-in-fact or any of them, or their or his or her substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated:

Signatures	Title	Date
<u>/s/ Authur A. Birney</u> Arthur A. Birney	Chairman of the Trustees	March 16, 1998
<u>/s/ William N. Cafritz</u> William N. Cafritz	Trustee	March 16, 1998
<u>/s/ Edmund B. Cronin, Jr.</u> Edmund B. Cronin, Jr.	Trustee, President and Chief Executive Officer	March 16, 1998
<u>/s/ John M. Derrick, Jr.</u> John M. Derrick, Jr.	Trustee	March 16, 1998
<u>/s/ Benjamin J. Dorsey</u> Benjamin H. Dorsey	Trustee	March 16, 1998

Signatures	Title	Date
<u>/s/ Larry E. Finger</u> Larry E. Finger	Senior Vice President and Chief Financial Officer (Principal Accounting Officer)	March 16, 1998
<u>/s/ David M. Osnos</u> David M. Osnos	Trustee	March 16, 1998
<u>/s/ Stanley P. Snyder</u>	Trustee	March 16, 1998

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24. Power of Attorney: included on signature page	

WASHINGTON REAL ESTATE INVESTMENT TRUST
STOCK OPTION PLAN FOR TRUSTEES

1. Purpose. This Stock Option Plan for Trustees ("Plan") is intended to provide incentive to members of the Board of Trustees (the "Board") of Washington Real Estate Investment Trust (the "Trust") who are not otherwise employees of the Trust by providing those individuals with opportunities to purchase shares of beneficial interest of the Trust ("Shares") under stock options ("Options").

2. Administration. The Plan shall be administered by the Board. However, the Board, in its sole discretion, may at any time delegate its administrative authority hereunder to a committee of trustees (the "Committee") who shall be selected by the members of the Board, provided that the Committee shall be composed of three or more trustees and all of the members of the Committee are "Non-Employee" trustees, as defined in Rule 16b-3 under the Securities and Exchange Act of 1934, as amended. The Board (or the Committee, if applicable) shall have authority, subject to the terms of the Plan, to determine the individuals to whom Options shall be granted, the number of Shares to be covered by each Option, the purchase price of the Shares covered by each Option, the time or times at which Options shall be granted, and the terms and provisions of the instruments by which Options shall be evidenced; to interpret the Plan; and to make all determinations necessary or advisable for the administration of the Plan. Subject to the requirements of the first sentence of this Section, business shall be transacted by a majority vote of the members of the Board (or the Committee) and a decision or determination reduced to writing and signed by the members of the Board (or the Committee) shall be fully effective as if it had been made by a vote at a meeting duly called and held. No member of the Board (or the Committee) shall be liable for any action or determination made in good faith with respect to the Plan or any Option granted under the Plan.

3. Eligibility. Options may be granted for the benefit of trustees of the Trust who are not employees. Granting of any Option to a trustee shall neither entitle such trustee to, nor disqualify him/her from, participation in any other grant of Options.

4. Shares. The Shares as to which Options may be granted shall be shares of beneficial interest of the Trust. When Options are exercised, the Trust may either issue unissued Shares or transfer issued Shares held in its treasury. The total amount of Shares which may be granted under the Plan shall not, when aggregated with any Shares issued either directly or in connection with the exercise of an Option under any other plan maintained by the Trust, exceed in any one year three percent (3%) of the number of then-outstanding Shares or, in the aggregate during any five (5) year period, exceed ten percent (10%) of the number of then-outstanding Shares, subject to further adjustment as provided in Section 7. In the event that any outstanding Option under the Plan for any reason expires or is terminated prior to the end of the period during

which Options may be granted, the Shares allocable to the unexercised portion of such Option may again be subject in full or in part to any Option under the Plan.

5. Granting of Options. Options may be granted under the Plan at any time prior to December 15, 2007. The date of grant of an Option under the Plan shall be the date on which the Option is awarded by the Board (or the Committee). In granting such Options, the Board (or the Committee) shall bear in mind that the Plan is designed to retain trustees and to reward such trustees for their dedication and loyalty to the Trust. Therefore, it is the Board's expectation and desire that Shares obtained through the exercise of Options shall generally be retained by such trustees during their period of trusteeship with the Trust so that such individuals shall enjoy the benefits and the ongoing incentive which is provided through equity ownership in the Trust. Except as set forth below, each year the Option to be granted to each eligible trustee shall cover two thousand (2,000) Shares, subject to adjustment as provided in Section 7. Notwithstanding the foregoing, with respect to a year in which a trustee is scheduled to terminate his/her trusteeship, such trustee shall be granted an Option which shall cover one thousand (1,000) Shares, subject to adjustment as provided in Section 7. In the event a new trustee is appointed, effective as of a date other than the first day of the fiscal year of the Trust, the number of Shares related to the Option to be granted to such Trustee for the fiscal year in which he or she is first appointed shall be appropriately adjusted by the Board (or the

Committee) to reflect the fraction of the fiscal year during which such individual serves as a trustee.

6. Terms and Conditions of Options. Options shall be evidenced by instruments in such form as the Board may from time-to-time approve. Such instruments shall conform to the following terms and conditions:

(a) Option Price. The Option price per Share shall not be less than the fair market value of a Share on the day the Option is granted. The "fair market value" of a Share shall be determined as the price equal to the mean of the highest and lowest selling prices for a Share on the stock exchange on which the Shares are traded as of the day the Option is granted. The Option price of any Share as to which an Option is exercised shall, upon delivery of the Shares, be paid in full by money order, cashier's check or by delivery of Shares already owned by the holder of the Option for a minimum of six (6) months (at the current fair market value of such Shares).

(b) Term of Options. Each Option shall expire upon the tenth anniversary of the date of its grant.

(c) Exercisability. Each Option may be exercisable on grant or may become exercisable in one or more installments at the time or times provided in the instrument evidencing the Option, as the Board (or the Committee) shall determine.

The holder of an Option shall have none of the rights or privileges of a shareholder with respect to the Shares issuable upon the exercise of the Option until certificates

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representing such Shares shall have been issued and delivered to him/her upon the exercise of his/her Option.

The Trust shall make delivery of such Shares within a reasonable period of time, provided, however, that if any law, regulation, or agreement requires the Trust to take any action with respect to such Shares before the issuance thereof, then the date of delivery of such Shares shall be extended for the period necessary to take such action.

(d) Termination of Trusteeship. If an Optionee ceases to be a trustee of the Trust for any reason, any Option or unexercised portion thereof granted to him/her shall continue in accordance with its terms and shall expire on its normal date of expiration unless previously exercised.

(e) Assignability. No Option shall be assignable or transferable by the Optionee except by will or the laws of descent and distribution, and during the lifetime of the Optionee, each Option shall be exercisable only by the Optionee or the Optionee's guardian or legal representative. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of an Option or any of the rights of the Optionee thereunder (other than by will or the laws of descent and distribution), such Option shall immediately become null and void and the rights and privileges of the Optionee thereunder shall immediately terminate.

Instruments evidencing Options may contain such other provisions, not inconsistent with the Plan, as the Board (or the Committee) deems advisable. Among those provisions may be a requirement that the Optionee represent to the Trust in writing, when an Option is granted or when he/she purchases Shares on its exercise, that he/she is accepting such Option or purchasing such Shares (unless they are then covered by a registration statement under the Securities Act of 1933) for his/her own account for investment only. All Shares which are not registered under the Securities Act of 1933 at the time of the exercise of any Option shall be, at the direction of the Board and upon advice of counsel to the Trust, marked with an appropriate legend restricting their transfer to insure compliance with said Act.

7. Capital Adjustments. The number and price of the Shares covered by each Option and the total number of Shares that may be granted under the Plan shall be proportionately adjusted to reflect, as deemed equitable and appropriate by the Board, any stock dividends, stock split or share combination of the Shares or recapitalization of the Trust. To the extent deemed equitable and appropriate by the Board, subject to any required action by shareholders, in any merger, consolidation, reorganization, liquidation or dissolution, any Option granted under the Plan shall pertain to the securities and other property to which a holder of the number of Shares covered by the Option would have been entitled to receive in connection with such event.

Upon the dissolution or liquidation of the Trust, each Option granted under the Plan shall terminate; but the Optionee shall have the right, immediately prior to such dissolution or

liquidation, to exercise his/her Option in full to the extent not theretofore exercised regardless of any provision in the Option contract providing for the deferment of the exercise thereof.

8. Indemnification of Board. In addition to such other rights of indemnification as they may have as members of the Board, the members of the Board shall be indemnified by the Trust against all costs and expenses reasonably incurred by them in connection with any action, suit or proceeding to which they or any of them may be party by reason of any action taken or failure to act under or in connection with the Plan, or any Option granted thereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by legal counsel selected by the Trust) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except a judgment based upon a finding of bad faith. Upon the institution of any such action, suit or proceeding, a Board member shall notify the Trust in writing, giving the Trust an opportunity, at its own expense, to handle and defend the same before such Board member undertakes to handle it on his/her own behalf.

9. Termination and Amendment. The Plan shall expire on December 15, 2007 (except as to Options outstanding on that date). The Plan may be terminated or amended by the Board as provided below.

The Board by majority vote and without shareholder approval may terminate the Plan and at any time and from time-to-time amend the Plan in such respects as it shall deem advisable to conform to any change in the law or for any other purpose.

The amendment of the Plan shall not, without the written consent of a trustee, affect his/her rights under an Option theretofore granted to him/her.

WASHINGTON REAL ESTATE INVESTMENT TRUST
STOCK OPTION PLAN FOR TRUSTEES

1. Purpose. This Stock Option Plan for Trustees ("Plan") is intended to provide incentive to members of the Board of Trustees (the "Board") of Washington Real Estate Investment Trust (the "Trust") who are not otherwise employees of the Trust by providing those individuals with opportunities to purchase shares of beneficial interest of the Trust ("Shares") under stock options ("Options").

2. Administration. The Plan shall be administered by the Board. However, the Board, in its sole discretion, may at any time delegate its administrative authority hereunder to a committee of trustees (the "Committee") who shall be selected by the members of the Board, provided that the Committee shall be composed of three or more trustees and all of the members of the Committee are "Non-Employee" trustees, as defined in Rule 16b-3 under the Securities and Exchange Act of 1934, as amended. The Board (or the Committee, if applicable) shall have authority, subject to the terms of the Plan, to determine the individuals to whom Options shall be granted, the number of Shares to be covered by each Option, the purchase price of the Shares covered by each Option, the time or times at which Options shall be granted, and the terms and provisions of the instruments by which Options shall be evidenced; to interpret the Plan; and to make all determinations necessary or advisable for the administration of the Plan. Subject to the requirements of the first sentence of this Section, business shall be transacted by a majority vote of the members of the Board (or the Committee) and a decision or determination reduced to writing and signed by the members of the Board (or the Committee) shall be fully effective as if it had been made by a vote at a meeting duly called and held. No member of the Board (or the Committee) shall be liable for any action or determination made in good faith with respect to the Plan or any Option granted under the Plan.

3. Eligibility. Options may be granted for the benefit of trustees of the Trust who are not employees. Granting of any Option to a trustee shall neither entitle such trustee to, nor disqualify him/her from, participation in any other grant of Options.

4. Shares. The Shares as to which Options may be granted shall be shares of beneficial interest of the Trust. When Options are exercised, the Trust may either issue unissued Shares or transfer issued Shares held in its treasury. The total amount of Shares which may be granted under the Plan shall not, when aggregated with any Shares issued either directly or in connection with the exercise of an Option under any other plan maintained by the Trust, exceed in any one year three percent (3%) of the number of then-outstanding Shares or, in the aggregate during any five (5) year period, exceed ten percent (10%) of the number of then-outstanding Shares, subject to further adjustment as provided in Section 7. In the event that any outstanding Option under the Plan for any reason expires or is terminated prior to the end of the period during

which Options may be granted, the Shares allocable to the unexercised portion of such Option may again be subject in full or in part to any Option under the Plan.

5. Granting of Options. Options may be granted under the Plan at any time prior to December 15, 2007. The date of grant of an Option under the Plan shall be the date on which the Option is awarded by the Board (or the Committee). In granting such Options, the Board (or the Committee) shall bear in mind that the Plan is designed to retain trustees and to reward such trustees for their dedication and loyalty to the Trust. Therefore, it is the Board's expectation and desire that Shares obtained through the exercise of Options shall generally be retained by such trustees during their period of trusteeship with the Trust so that such individuals shall enjoy the benefits and the ongoing incentive which is provided through equity ownership in the Trust. Except as set forth below, each year the Option to be granted to each eligible trustee shall cover two thousand (2,000) Shares, subject to adjustment as provided in Section 7. Notwithstanding the foregoing, with respect to a year in which a trustee is scheduled to terminate his/her trusteeship, such trustee shall be granted an Option which shall cover one thousand (1,000) Shares, subject to adjustment as provided in Section 7. In the event a new trustee is appointed, effective as of a date other than the first day of the fiscal year of the Trust, the number of Shares related to the Option to be granted to such Trustee for the fiscal year in which he or she is first appointed shall be appropriately adjusted by the Board (or the

Committee) to reflect the fraction of the fiscal year during which such individual serves as a trustee.

6. Terms and Conditions of Options. Options shall be evidenced by instruments in such form as the Board may from time-to-time approve. Such instruments shall conform to the following terms and conditions:

(a) Option Price. The Option price per Share shall not be less than the fair market value of a Share on the day the Option is granted. The "fair market value" of a Share shall be determined as the price equal to the mean of the highest and lowest selling prices for a Share on the stock exchange on which the Shares are traded as of the day the Option is granted. The Option price of any Share as to which an Option is exercised shall, upon delivery of the Shares, be paid in full by money order, cashier's check or by delivery of Shares already owned by the holder of the Option for a minimum of six (6) months (at the current fair market value of such Shares).

(b) Term of Options. Each Option shall expire upon the tenth anniversary of the date of its grant.

(c) Exercisability. Each Option may be exercisable on grant or may become exercisable in one or more installments at the time or times provided in the instrument evidencing the Option, as the Board (or the Committee) shall determine.

The holder of an Option shall have none of the rights or privileges of a shareholder with respect to the Shares issuable upon the exercise of the Option until certificates

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representing such Shares shall have been issued and delivered to him/her upon the exercise of his/her Option.

The Trust shall make delivery of such Shares within a reasonable period of time, provided, however, that if any law, regulation, or agreement requires the Trust to take any action with respect to such Shares before the issuance thereof, then the date of delivery of such Shares shall be extended for the period necessary to take such action.

(d) Termination of Trusteeship. If an Optionee ceases to be a trustee of the Trust for any reason, any Option or unexercised portion thereof granted to him/her shall continue in accordance with its terms and shall expire on its normal date of expiration unless previously exercised.

(e) Assignability. No Option shall be assignable or transferable by the Optionee except by will or the laws of descent and distribution, and during the lifetime of the Optionee, each Option shall be exercisable only by the Optionee or the Optionee's guardian or legal representative. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of an Option or any of the rights of the Optionee thereunder (other than by will or the laws of descent and distribution), such Option shall immediately become null and void and the rights and privileges of the Optionee thereunder shall immediately terminate.

Instruments evidencing Options may contain such other provisions, not inconsistent with the Plan, as the Board (or the Committee) deems advisable. Among those provisions may be a requirement that the Optionee represent to the Trust in writing, when an Option is granted or when he/she purchases Shares on its exercise, that he/she is accepting such Option or purchasing such Shares (unless they are then covered by a registration statement under the Securities Act of 1933) for his/her own account for investment only. All Shares which are not registered under the Securities Act of 1933 at the time of the exercise of any Option shall be, at the direction of the Board and upon advice of counsel to the Trust, marked with an appropriate legend restricting their transfer to insure compliance with said Act.

7. Capital Adjustments. The number and price of the Shares covered by each Option and the total number of Shares that may be granted under the Plan shall be proportionately adjusted to reflect, as deemed equitable and appropriate by the Board, any stock dividends, stock split or share combination of the Shares or recapitalization of the Trust. To the extent deemed equitable and appropriate by the Board, subject to any required action by shareholders, in any merger, consolidation, reorganization, liquidation or dissolution, any Option granted under the Plan shall pertain to the securities and other property to which a holder of the number of Shares covered by the Option would have been entitled to receive in connection with such event.

Upon the dissolution or liquidation of the Trust, each Option granted under the Plan shall terminate; but the Optionee shall have the right, immediately prior to such dissolution or

liquidation, to exercise his/her Option in full to the extent not theretofore exercised regardless of any provision in the Option contract providing for the deferment of the exercise thereof.

8. Indemnification of Board. In addition to such other rights of indemnification as they may have as members of the Board, the members of the Board shall be indemnified by the Trust against all costs and expenses reasonably incurred by them in connection with any action, suit or proceeding to which they or any of them may be party by reason of any action taken or failure to act under or in connection with the Plan, or any Option granted thereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by legal counsel selected by the Trust) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except a judgment based upon a finding of bad faith. Upon the institution of any such action, suit or proceeding, a Board member shall notify the Trust in writing, giving the Trust an opportunity, at its own expense, to handle and defend the same before such Board member undertakes to handle it on his/her own behalf.

9. Termination and Amendment. The Plan shall expire on December 15, 2007 (except as to Options outstanding on that date). The Plan may be terminated or amended by the Board as provided below.

The Board by majority vote and without shareholder approval may terminate the Plan and at any time and from time-to-time amend the Plan in such respects as it shall deem advisable to conform to any change in the law or for any other purpose.

The amendment of the Plan shall not, without the written consent of a trustee, affect his/her rights under an Option theretofore granted to him/her.

[Arent Fox Kintner Plotkin & Kahn, PLLC Letterhead]

March 13, 1998

The Board of 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-8, filed by the Trust with the Securities and Exchange Commission (the "Commission") in connection with the registration under the Securities Act of 1933 of 1,715,241.50 Shares of Beneficial Interest, par value \$.01 (the "Shares").

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

We assume that, prior to the sale of any Shares to which the Registration Statement relates, appropriate action will be taken to register and qualify such Shares for sale, to the extent necessary, under any applicable state securities laws.

Based on the foregoing, we are of the opinion that the 200,000 Shares currently subject to the Washington Real Estate Investment Trust Share Grant Plan and the 1,515,241.50 Shares currently subject to the Washington Real Estate Investment Trust Stock Option Plan for Trustees, when issued and paid for in accordance with the terms thereof, will be validly issued, fully paid and, subject to the following paragraph, nonassessable.

The Board of Trustees
March 13, 1998
Page 2

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. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the General Rules and Regulations thereunder.

Very truly yours,

ARENTE FOX KINTNER PLOTKIN & KAHN, PLLC

By: /s/ Jeffrey E. Jordan

Jeffrey E. Jordan

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement on Form S-8 and the related Prospectus, of our report dated November 14, 1997, relating to the audited historical summary of gross income and direct operating expenses of Space Center Tysons, Inc., which report is included in the Trust's Current Report on Form 8-K dated November 21, 1997.

MCGLADREY & PULLEN, LLP

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