

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K/A

Amendment No. 1

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of Earliest Event Reported): September 2, 2011

WASHINGTON REAL ESTATE INVESTMENT TRUST

(Exact Name of Registrant as Specified in its Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

1-6622
(Commission
File Number)

53-0261100
(IRS Employer
Identification Number)

6110 Executive Boulevard, Suite 800, Rockville, Maryland 20852
(Address of Principal Executive Office) (Zip Code)

Registrant's Telephone Number, Including Area Code: (301) 984-9400

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

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

This Current Report on Form 8-K/A (this "Amendment") updates information originally provided in a Current Report on Form 8-K, filed September 9, 2011 (the "Original Filing"), in which WRIT reported closing on the first three out of five separate purchase and sale agreements to effectuate the sale of WRIT's entire industrial portfolio and two office properties. Except for the following, this Amendment does not modify or update any other disclosure contained in the Original Filing, and this Amendment should be read in conjunction with the Original Filing and WRIT's Current Report on Form 8-K, filed August 9, 2011.

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in Item 2.01 with respect to the amendment to Purchase and Sale Agreement #5 is hereby incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On October 3, 2011, WRIT closed on the fourth purchase and sale agreement. The sales price under this agreement is \$44,554,233. The projected closing date for the last remaining transaction is November 1, 2011.

The properties, purchase prices and actual/projected closing dates under each of the purchase and sale agreements are as follows:

Purchase and Sale Agreement #1 (\$51,674,074; closed on September 2, 2011):

1. 8880 Gorman Road
2. Dulles South IV
3. Fullerton Business Center
4. Hampton Overlook
5. Alban Business Center

Purchase and Sale Agreement #2 (\$51,667,308; closed on September 2, 2011):

1. Pickett Industrial Park
2. Northern Virginia Industrial Park I

Purchase and Sale Agreement #3 (\$132,419,061; closed on September 2, 2011):

1. Albemarle Point
2. 270 Technology Park I
3. 270 Technology Park II
4. The Crescent
5. Fullerton Industrial Center
6. Sully Square
7. 9950 Business Parkway
8. Hampton South Phase I
9. Hampton South Phase II
10. 8900 Telegraph Road

Purchase and Sale Agreement #4 (\$44,554,233; closed on October 3, 2011):

1. Northern Virginia Industrial Park II

Purchase and Sale Agreement #5 (\$69,685,324; (subject to potential adjustment per the following paragraph); closing expected on or about November 1, 2011):

1. 6100 Columbia Park Road
2. Dulles Business Park I
3. Dulles Business Park II

On October 5, 2011 WRIT entered into an amendment to Purchase and Sale Agreement #5 under which WRIT agreed to seek prepayment of the mortgage note secured by Dulles Business Park II prior to closing the sale. Under the terms of the amendment, if WRIT can prepay the mortgage note prior to November 1, 2011, then the sale will close on November 1, 2011 and the sales price will be increased by \$875,000 to \$70,560,324, substantially offsetting the penalties incurred by WRIT for the prepayment of the mortgage note. If WRIT cannot prepay the mortgage note prior to November 1, 2011, then the closing date for the sale will occur on November 10, 2011 or the earliest date on which the mortgage note lender accepts prepayment of the mortgage note, and the increase in the sales price will be equal to the amount of the prepayment penalties incurred.

The foregoing description of the purchase and sale agreements does not purport to be complete and is qualified in its entirety by reference to the purchase and sale agreements, copies of which were filed as Exhibits to the Current Report on Form 8-K filed on August 9, 2011. Purchase and Sale Agreement #5 is subject to closing conditions and other terms and conditions customary for real estate transactions.

A copy of the amendment to Purchase and Sale Agreement #5 is filed as exhibit 10.42 and is incorporated herein by reference.

ITEM 9.01. Financial Statements and Exhibits.

(b) Pro Forma Financial Information

The pro forma financial statements reflecting the disposition of the properties included in all five of the purchase and sale agreements listed above, as well as for Dulles Station, Phase I, which was sold on April 5, 2011, were filed as exhibit 99.1 to the Original Filing.

(d) Exhibits

The following exhibits are filed herewith:

| <u>EXHIBIT NO.</u> | <u>DESCRIPTION OF EXHIBITS</u> |
|--------------------|---|
| 10.42 | First Amendment to Purchase and Sale Agreement, dated as of October 5, 2011, for 6100 Columbia Park Road, Dulles Business Park I and Dulles Business Park II. |
| 99.1 | Press release issued October 3, 2011 regarding the completion of the second phase of the Industrial Portfolio sale. |

SIGNATURES

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

WASHINGTON REAL ESTATE INVESTMENT TRUST

By: /s/ Laura M. Franklin

Laura M. Franklin

Executive Vice President Accounting,
Administration and Corporate Secretary

Date: October 6, 2011

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of October , 2011, by and between (i) the following parties (collectively, the "Purchaser"): AP AG Portfolio LLC (the "Original Purchaser"), AP Adler DBP LLC ("DBP Purchaser") and AP Adler Columbia Park LLC ("Columbia Park Purchaser," and together with DBP Purchaser, the "Assignees"); and (ii) the following parties (each, a "Seller" and, collectively, the "Sellers"): WRIT Dulles I, LLC (the "DBP II Seller"), FR/Cal Columbia Park, LLC and Washington Real Estate Investment Trust.

RECITALS

A. The Sellers and Original Purchaser entered into that certain Purchase and Sale Agreement dated August 5, 2011 (the "Agreement"), pursuant to which the Sellers agreed to sell, and the Original Purchaser agreed to purchase, the Properties identified in the Agreement and described on Exhibit A-2 to the Agreement.

B. Original Purchaser assigned its rights under the Purchase Agreement to Assignees pursuant to that certain Assignment of Purchase Agreement dated September 6, 2011, but Original Purchaser remains liable for the obligations of the "Purchaser" under the Agreement.

C. The Agreement contemplates that the Purchaser will assume the Assumed Loan at Closing, and that the Closing will occur on November 1, 2011.

D. The Purchaser and the Sellers (collectively, the "Parties") wish to amend certain terms and provisions of the Agreement, including certain terms and provisions relating to the Assumed Loan and the Closing Date.

NOW, THEREFORE, in consideration of the undertakings of each party set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound hereby, agree as follows:

1. **Definitions.** Each capitalized term used but not defined herein has the meaning set forth in the Agreement, except to the extent that such meaning is modified by the terms hereof (including as a result of Section 5(a) below).

2. **Repayment of Assumed Loan.**

(a) Purchaser and Sellers acknowledge that prepayment of the Assumed Loan requires 60-days prior written notice from the DBP II Seller (a "Prepayment Notice"), and that such Prepayment Notice has not yet been provided. As a result, the DBP II Lender is not contractually required to accept prepayment of the Assumed Loan on the October 10, 2011 Prepayment Date or the November 10, 2011 Prepayment Date. The DBP II Seller shall request that the DBP II Lender accept a prepayment of the Assumed Loan on either the October 10, 2011 Prepayment Date or the November 10, 2011 Prepayment Date. The Sellers shall not be in

default under the Agreement or this Amendment if the DBP II Lender, for any reason, does not accept a prepayment of the Assumed Loan.

(b) If the DBP II Lender advises the DBP II Seller at any time that it will not accept prepayment on the October 10, 2011 Prepayment Date or the November 10, 2011 Prepayment Date, then the DBP II Seller shall promptly give the DBP II Lender a Prepayment Notice designating the next possible Prepayment Date in accordance with the 60-day notice requirement under the Assumed Loan Documents.

(c) As used herein, the terms "Prepayment Date" and "Prepayment Premium" have the meanings set forth in the Assumed Loan Documents. The term "Deed of Trust" shall mean the deed of trust securing the Assumed Loan.

3. Timing of Prepayment or Assumption

(a) If the DBP II Seller has prepaid the Assumed Loan prior to November 1, 2011 and has Discharged the Deed of Trust or made arrangements for the Deed of Trust to be Discharged at Closing, then, notwithstanding any of the provisions of the Agreement to the contrary (including the provisions of Section 2.2.2, Section 4.2 and Section 5.1 of the Agreement):

(i) The Closing Date for all Properties shall be November 1, 2011 (or, if later, the first business day that is not fewer than ten (10) days after the date on which the DBP II Seller notifies the Purchaser of such prepayment);

(ii) The Purchaser shall not be obligated to assume the Assumed Loan (and, as a result Section 4.2 of the Agreement shall be null and void);

(iii) The Purchase Price shall be increased from Sixty-Nine Million Six Hundred Eighty-Five Thousand Three Hundred Twenty-Four Dollars (\$69,685,324.00) (as set forth in Section 2.2 of the Agreement) to Seventy Million Five Hundred Sixty Thousand Three Hundred Twenty-Four Dollars (\$70,560,324.00); and

(iv) The Closing Payment (A) shall not be decreased by the amount outstanding under the Assumed Loan as set forth in clause (b) of Section 2.2 of the Agreement, and (B) shall not reflect any adjustment for interest payments pursuant to Section 5.5.11 of the Agreement.

(b) If the DBP II Seller prepays the Assumed Loan on the November 10, 2011 Prepayment Date and (in connection with the Closing) Discharges the Deed of Trust, then, notwithstanding any of the provisions of the Agreement to the contrary (including the provisions of Section 2.2.2, Section 4.2 and Section 5.1 of the Agreement):

(i) The Closing Date for all Properties shall be November 10, 2011 (or, if later, the first business day that is not fewer than ten (10) days after the date on which the DBP II Seller notifies the Purchaser of such prepayment);

(ii) The Purchaser shall not be obligated to assume the Assumed Loan (and, as a result, Section 4.2 of the Agreement shall be null and void);

(iii) The Purchase Price shall equal the sum of (A) Sixty-Nine Million Six Hundred Eighty-Five Thousand Three Hundred Twenty-Four Dollars (\$69,685,324.00) (as set forth in Section 2.2 of the Agreement) and (B) the amount of the Prepayment Penalty incurred in connection with the November 10, 2011 prepayment; and

(iv) The Closing Payment (A) shall not be decreased by the amount outstanding under the Assumed Loan as set forth in clause (b) of Section 2.2 of the Agreement, and (B) shall not reflect any adjustment for interest payments pursuant to Section 5.5.11 of the Agreement.

(c) If the DBP II Seller has not prepaid the Assumed Loan prior to November 1 (as contemplated by Section 3(a)) and if the DBP II Seller does not prepay the Assumed Loan on the November 10, 2011 Prepayment Date (as contemplated by Section 3(b)), then, notwithstanding any of the provisions of the Agreement to the contrary (including the provisions of Section 2.2.2, Section 4.2 and Section 5.1 of the Agreement):

(i) The Closing Date for all Properties shall be the earliest date on which the DBP II Lender accepts prepayment of the Assumed Loan (or, if later, the first business day that is not fewer than ten (10) days after the DBP II Seller notifies the Purchaser as to the date of such prepayment);

(ii) The Purchaser shall not be obligated to assume the Assumed Loan (and, as a result, Section 4.2 of the Agreement shall be null and void);

(iii) The Purchase Price shall be equal the sum of (A) Sixty-Nine Million Six Hundred Eighty-Five Thousand Three Hundred Twenty-Four Dollars (\$69,685,324.00) (as set forth in Section 2.2 of the Agreement) and (B) the amount of the Prepayment Penalty incurred in connection with the prepayment of the Assumed Loan; and

(iv) The Closing Payment (A) shall not be decreased by the amount outstanding under the Assumed Loan as set forth in clause (b) of Section 2.2 of the Agreement, and (B) shall not reflect any adjustment for interest payments pursuant to Section 5.5.11 of the Agreement.

Although the DBP II Seller may prepay the Assumed Loan on a day other than a Prepayment Date if the DBP II Seller elects to do so and if the DBP II Lender agrees to accept prepayment on such date, the Sellers shall not be required to prepay the Assumed Loan on a date that is not a Prepayment Date.

4. Additional Default Payment

In the event that (a) the DBP II Seller has prepaid the Assumed Loan as contemplated above and (b) a Purchaser Default occurs, then (in addition to, and not in lieu of, the right of the Sellers to terminate the Agreement and receive the Earnest Money Deposit pursuant to Section 9.1 of the Agreement) the Purchaser shall also reimburse the DBP II Seller for the Prepayment

Penalty incurred by the DBP II Seller in connection with such prepayment.

The Purchaser shall not be obligated to add the Prepayment Penalty to the Earnest Money Deposit in connection with the prepayment of the Assumed Loan. Instead, the reimbursement obligation under this Section 4 shall be a general unsecured obligation of the Purchaser.

5. Miscellaneous Provisions.

(a) In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control. The provisions of this Amendment are hereby incorporated into the Agreement as if set forth fully therein, whether or such provisions are designated above as amending or replacing any particular provision of the Agreement. All references to the Agreement in any of the Exhibits to the Agreement, or in any Closing documents, shall be deemed to refer to the Agreement as amended by this Amendment.

(b) This Amendment shall be binding upon and inure to the benefit of Seller, Purchaser, and their respective successors and assigns.

(c) This Amendment may be executed in counterparts. So long as such counterparts, taken together, contain the signatures of all Parties, such counterparts, taken together, shall have the same effect as a single fully-executed counterpart of this Amendment.

(d) An increase in the Purchase Price pursuant to Section 3(a)(iii), Section 3(b)(iii) or Section 3(c)(iii) above shall be allocated among the Properties pro rata in accordance with the Properties' Allocated Shares set forth on Exhibit A-4 to the Agreement.

[Signature pages follow]

Transaction V

First Amendment to Purchase and Sale Agreement

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed by its duly-authorized representative as of the date first set forth above.

PURCHASER:

AP AG PORTFOLIO LLC,
a Delaware limited liability company

By: /s/ Howard Huang

Name: Howard Huang

Title: Authorized Representative

AP ADLER DBP LLC,
a Delaware limited liability company

By: /s/ Howard Huang

Name: Howard Huang

Title: Authorized Representative

AP ADLER COLUMBIA PARK LLC,
a Delaware limited liability company

By: /s/ Howard Huang

Name: Howard Huang

Title: Authorized Representative

[Signatures continue on the next page]

SELLERS:

FR/CAL COLUMBIA PARK, LLC,
a Delaware limited liability company

By: Washington Real Estate Investment Trust,
a Maryland real estate investment trust,
its sole member

By: /s/ George F. McKenzie
George F. McKenzie
President & Chief Executive Officer

**WASHINGTON REAL ESTATE
INVESTMENT TRUST,**
a Maryland real estate investment trust

By: /s/ George F. McKenzie
George F. McKenzie
President & Chief Executive Officer

WRIT DULLES I, LLC,
a Delaware limited liability company

By: Washington Dulles Manager, Inc.,
a Delaware corporation,
its manager

By: /s/ George F. McKenzie
George F. McKenzie
President & Chief Executive Officer



WASHINGTON
REAL ESTATE
INVESTMENT
TRUST

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October 3, 2011

**WASHINGTON REAL ESTATE INVESTMENT TRUST COMPLETES SALE OF
SECOND PHASE OF INDUSTRIAL PORTFOLIO FOR \$44.5 MILLION**

Washington Real Estate Investment Trust (WRIT) (NYSE: WRE) has completed the fourth of five sale transactions of its industrial portfolio by closing on the sale of Northern Virginia Industrial Park (NVIP) II for \$44.5 million.

As previously announced, WRIT completed the first three industrial portfolio sale transactions in September 2011 for \$235.8 million. WRIT has one remaining sale transaction, encompassing 6100 Columbia Park Road and Dulles Business Park, which is expected to close in November 2011 for approximately \$69.7 million. The aggregate sales proceeds for the entire industrial portfolio are \$350 million. The buyers are affiliates of a joint venture between AREA Property Partners and the Adler Group.

WRIT is a self-administered, self-managed, equity real estate investment trust investing in income-producing properties in the greater Washington metro region. WRIT owns a diversified portfolio of 75 properties totaling approximately 9 million square feet of commercial space and 2,540 residential units, and land held for development. These 75 properties consist of 28 office properties, 2 industrial/flex properties, 18 medical office properties, 16 retail centers and 11 multifamily properties. WRIT shares are publicly traded on the New York Stock Exchange (NYSE: WRE).

Certain statements in this press release are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements involve known and unknown risks, uncertainties, and other factors that may cause actual results to differ materially. Such risks, uncertainties and other factors include, but are not limited to, the potential for federal government budget reductions, changes in general and local economic and real estate market conditions, the timing and pricing of lease transactions, the effect of the current credit and financial market conditions, the availability and cost of capital, fluctuations in interest rates, tenants' financial conditions, levels of competition, the effect of government regulation, the impact of newly adopted accounting principles, and other risks and uncertainties detailed from time to time in our filings with the SEC, including our 2010 Form 10-K and second quarter 2011 Form 10-Q. We assume no obligation to update or supplement forward-looking statements that become untrue because of subsequent events.

