

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported)
April 25, 2006

WASHINGTON TRUST BANCORP, INC.

(Exact Name of Registrant as Specified in Charter)

Rhode Island

(State or Other Jurisdiction
of Incorporation)

0-13091

(Commission
File Number)

05-0404671

(IRS Employer
Identification No.)

23 Broad Street, Westerly, Rhode Island 02891

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (401) 348-1200

Former name or address, if changed from last report: N/A

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))
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Item 1.01 Entry into a Material Definitive Agreement.

On April 25, 2006, Washington Trust Bancorp, Inc. (the “Company”) awarded Restricted Stock Units under the Washington Trust Bancorp, Inc. 1997 Equity Incentive Plan, as amended (the “1997 Plan”), and Restricted Stock Units under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (the “2003 Plan”), to certain of its executive officers and non-employee directors as set forth below.

The following Restricted Stock Units were awarded under the 1997 Plan; vest on the earlier of (a) April 25, 2009 or (b) a Change in Control (as defined in the 1997 Plan) of the Company, provided that a pro-rata share will vest upon the employee’s retirement if earlier; and required no consideration to be paid by the recipient. The Company will pay phantom dividends on the date and in the amount of the dividend paid to shareholders of the Company’s common stock.

Name	Position	Award
John C. Warren	Chairman and Chief Executive Officer	1,150 Restricted Stock Units

A copy of the form of Restricted Stock Units Certificate under the 1997 Plan used in connection with such Restricted Stock Units grants was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on June 17, 2005.

The following Restricted Stock Units were awarded under the 2003 Plan; vest on the earlier of (a) April 25, 2009 or (b) a Change in Control (as defined in the 2003 Plan) of the Company, provided that a pro-rata share will vest upon the employee’s retirement if earlier; and required no consideration to be paid by the recipient. The Company will pay phantom dividends on the date and in the amount of the dividend paid to shareholders of the Company’s common stock.

Name	Position	Award
John C. Warren	Chairman and Chief Executive Officer	5,350 Restricted Stock Units
John F. Treanor	President and Chief Operating Officer	3,900 Restricted Stock Units

A copy of the form of Restricted Stock Units Certificate (for employees) under the 2003 Plan used in connection with such Restricted Stock Units grant is filed as Exhibit 10.2 hereto and is hereby incorporated by reference.

The following Restricted Stock Units were awarded under the 2003 Plan; vest on the earlier of (a) April 25, 2009, (b) retirement of the Director, or (c) a Change in Control (as defined in the 2003 Plan) of the Company; and required no consideration to be paid by the recipient. For these purposes, retirement is defined as the cessation of service as a Director as of the Annual Meeting of Shareholders date following the attainment of age 70.

Name	Position	Award
Gary P. Bennett	Director	500 Restricted Stock Units
Steven J. Crandall	Director	500 Restricted Stock Units
Larry J. Hirsch, Esq.	Director	500 Restricted Stock Units
Barry G. Hittner	Director	500 Restricted Stock Units
Katherine W. Hoxsie	Director	500 Restricted Stock Units
Mary E. Kennard, Esq.	Director	500 Restricted Stock Units
Edward M. Mazze, Ph.D.	Director	500 Restricted Stock Units
Kathleen McKeough	Director	500 Restricted Stock Units
Victor J. Orsinger II	Director	500 Restricted Stock Units
H. Douglas Randall, III	Director	500 Restricted Stock Units
Joyce O. Resnikoff	Director	500 Restricted Stock Units
Patrick J. Shanahan, Jr.	Director	500 Restricted Stock Units
James P. Sullivan, CPA	Director	500 Restricted Stock Units
Neil H. Thorp	Director	500 Restricted Stock Units

A copy of the form of Restricted Stock Units Certificate (for Directors) under the 2003 Plan used in connection with such Restricted Stock Units grants is filed as Exhibit 10.3 hereto and is hereby incorporated by reference.

In addition, the Company may grant various awards to executive officers and directors under the 2003 Plan.

A copy of the form of Restricted Stock Agreement under the 2003 Plan for employees is filed as Exhibit 10.4 hereto and is hereby incorporated by reference. A copy of the form of Restricted Stock Agreement under the 2003 Plan for members of the Board of Directors is filed as Exhibit 10.5 hereto and is hereby incorporated by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Item
10.1	Form of Restricted Stock Units Certificate under the Washington Trust Bancorp, Inc. 1997 Equity Incentive Plan, as amended (employees) *
10.2	Form of Restricted Stock Units Certificate under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (employees) **
10.3	Form of Restricted Stock Units Certificate under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (members of the Board of Directors) **
10.4	Form of Restricted Stock Agreement under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (employees) **
10.5	Form of Restricted Stock Agreement under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (members of the Board of Directors) **
*	Incorporated by reference to the Current Report on Form 8-K filed by Washington Trust Bancorp, Inc. with the Securities and Exchange Commission on June 17, 2005.
**	Filed herewith.

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 thereunto duly authorized.

Date: May 19, 2006

By: WASHINGTON TRUST BANCORP, INC.
/s/ John C. Warren
John C. Warren
Chairman and Chief Executive Officer

Exhibit Index

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10.2	Form of Restricted Stock Units Certificate under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (employees) **
10.3	Form of Restricted Stock Units Certificate under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (members of the Board of Directors) **
10.4	Form of Restricted Stock Agreement under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (employees) **
10.5	Form of Restricted Stock Agreement under the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan, as amended (members of the Board of Directors) **
*	Incorporated by reference to the Current Report on Form 8-K filed by Washington Trust Bancorp, Inc. with the Securities and Exchange Commission on June 17, 2005.
**	Filed herewith.

WASHINGTON TRUST BANCORP, INC.

2003 STOCK INCENTIVE PLAN

RESTRICTED STOCK UNITS CERTIFICATE

Name of Grantee:

Number of Units:

Grant Date:

Vesting Date:

Washington Trust Bancorp, Inc. (the “Company”) has selected you to receive the grant of restricted stock units identified above, subject to the provisions of its 2003 Stock Incentive Plan (the “Plan”) and the Statement of Terms and Conditions. Acceptance of this grant requires no action on your part. However, if you desire to refuse this grant, you must notify the Company promptly.

WASHINGTON TRUST BANCORP, INC

By:

Title:

STATEMENT OF TERMS AND CONDITIONS

1. **Preamble.** This Statement contains the terms and conditions of an award of restricted stock units of the Company (the “Restricted Units”) made to the Grantee identified on the attached Certificate pursuant to the Plan. Any consideration due to the Company on the issuance of the Restricted Units has been deemed to be satisfied by past services rendered by the Recipient to the Company. For purposes of this Statement, the defined terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

2. **Restrictions on Transfer.** The Restricted Units shall not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of, until and unless the Restricted Units shall have vested as provided in Section 3 of this Statement and a certificate has been issued pursuant to Section 6 of this Statement.

3. **Vesting.** The term “vest” as used in this Statement means the lapsing of the restrictions that are described in this Statement with respect to the Restricted Units. The Restricted Units shall vest in accordance with the schedule set forth on the Certificate, provided in each case that the Grantee is then, and since the Grant Date has continuously been, employed by the Company or its Subsidiaries. Notwithstanding the foregoing, the Grantee shall become vested in the Restricted Units prior to the vesting date set forth on the Certificate in the following circumstances:

(a) In the event of a Change in Control of the Company (as defined in the Company’s 2003 Stock Incentive Plan), all Restricted Units that have not previously been forfeited shall immediately vest; provided that the Grantee is then employed by the Company or its Subsidiaries.

(b) In the event of the Grantee’s death, all Restricted Units that have not previously been forfeited shall immediately vest; provided that the Grantee was employed by the Company or its Subsidiaries immediately prior to the date of death.

(c) Upon the Retirement of the Grantee prior to the Vesting Date, the Grantee shall vest in a number of his Restricted Units determined by multiplying the number of Restricted Units credited to the Grantee by a fraction, the numerator of which shall be the number of full months from the Grant Date to the date of the Grantee’s Retirement and the denominator of which shall be _____.

4. **Forfeiture.** In the event the Company terminates the Grantee’s employment or the Grantee terminates his employment on his own initiative prior to the Vesting Date, all Restricted Units that have not previously been forfeited on such date shall be immediately forfeited to the Company.

5. Dividend Equivalents.

(a) In the case of a dividend payable on shares of Common Stock (“Shares”) in the form of cash, the Company shall provide Grantee with additional compensation in an amount equal to the aggregate number of Restricted Units credited to the Grantee as of the record date of the dividend multiplied by the cash dividend per share amount.

(b) In the case of a dividend paid on Shares in the form of Shares, including without limitation a distribution of Shares by reason of a stock dividend, stock split or otherwise, the number of Restricted Units credited to the Grantee shall be increased by a number equal to the product of (i) the aggregate number of Restricted Units that have been awarded to the Recipient through the related dividend record date, and (ii) the number of Shares (including any fraction thereof) payable as dividend on one Share. Any additional Restricted Units shall be subject to the restrictions of this Statement in the same manner and for so long as the Restricted Units remain subject to such restrictions, and shall be promptly forfeited to the Company if and when the

Restricted Units are so forfeited.

6. Issuance of Shares.

(a) As soon as practicable following the Grantee's vesting in the Restricted Units, the Company shall issue to the Grantee a certificate representing the number of Shares equal to the aggregate number of Restricted Units credited to the Grantee on such date in full satisfaction of such Restricted Units. The issuance of certificates may be made in book entry form.

(b) In each instance above, the issuance of Shares to the Grantee shall be subject to the payment by the Grantee by cash or other means acceptable to the Company of any federal, state, local and other applicable taxes required to be withheld in connection with such issuance in accordance with Section 7 of this Statement. The Grantee understands that once Shares have been delivered to the Grantee in respect of the Restricted Units, the Grantee will be free to sell such Shares, subject to applicable requirements of federal and state securities laws. Immediately after the issuance of Shares, this Statement shall terminate and be of no further force or effect.

7. Tax Withholding. The Grantee expressly acknowledges that the issuance of Shares to him pursuant to the provisions of Section 6 will give rise to "wages" subject to withholding. The Grantee expressly acknowledges and agrees that the Grantee's rights hereunder are subject to the Grantee's paying to the Company in cash or by having the Company hold back from the Shares to be delivered, Shares having a Fair Market Value calculated to satisfy the minimum withholding requirement of all federal, state, local and any other applicable taxes required to be withheld in connection with such award or vesting.

8. Defined Terms. For purposes of this Statement, "Retirement" shall mean the Grantee's termination of employment with the Company or a Subsidiary with an election to commence promptly receipt of benefits under The Washington Trust Company Pension Plan.

9. Administration. The Committee shall have the authority to manage and control the operation and administration of this Statement. Any interpretation of the Statement by the Committee and any decision made by the Committee with respect to the Statement is final and binding.

10. Amendment. This Statement may be amended only by written statement between the Grantee and the Company, without the consent of any other person.

WASHINGTON TRUST BANCORP, INC.

2003 STOCK INCENTIVE PLAN

RESTRICTED STOCK UNITS CERTIFICATE

Name of Grantee:

Number of Units:

Grant Date:

Vesting Date:

Washington Trust Bancorp, Inc. (the “Company”) has selected you to receive the grant of restricted stock units identified above, subject to the provisions of its 2003 Stock Incentive Plan (the “Plan”) and the Statement of Terms and Conditions. Acceptance of this grant requires no action on your part. However, if you desire to refuse this grant, you must notify the Company promptly.

WASHINGTON TRUST BANCORP, INC

By:

Title:

STATEMENT OF TERMS AND CONDITIONS

1. **Preamble.** This Statement contains the terms and conditions of an award of restricted stock units of the Company (the “Restricted Units”) made to the Grantee identified on the attached Certificate pursuant to the Plan. Any consideration due to the Company on the issuance of the Restricted Units has been deemed to be satisfied by past services rendered by the Recipient to the Company. For purposes of this Statement, the defined terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

2. **Restrictions on Transfer.** The Restricted Units shall not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of, until and unless the Restricted Units shall have vested as provided in Section 3 of this Statement and a certificate has been issued pursuant to Section 6 of this Statement.

3. **Vesting.** The term “vest” as used in this Statement means the lapsing of the restrictions that are described in this Statement with respect to the Restricted Units. The Restricted Units shall vest in accordance with the schedule set forth on the Certificate, provided in each case that the Grantee is then, and since the Grant Date has continuously been, an active member of the Board of Directors. Notwithstanding the foregoing, the Grantee shall become vested in the Restricted Units prior to the vesting date set forth on the Certificate in the following circumstances:

(a) In the event of a Change in Control of the Company (as defined in the Company’s 2003 Stock Incentive Plan), all Restricted Units that have not previously been forfeited shall immediately vest; provided that the Grantee is then an active member of the Board of Directors.

(b) In the event of the Grantee’s death, all Restricted Units that have not previously been forfeited shall immediately vest; provided that the Grantee was an active member of the Board of Directors immediately prior to the date of death.

(c) Upon the Retirement of the Grantee prior to the Vesting Date, all Restricted Units that have not previously been forfeited shall immediately vest.

4. **Forfeiture.** In the event the Grantee ceases to be an active member of the Board of Directors for any reason other than those provided in Section 3 of this Statement prior to the Vesting Date, all Restricted Units that have not previously been forfeited on such date shall be immediately forfeited to the Company.

5. Dividend Equivalents.

(a) In the case of a dividend payable on shares of Common Stock (“Shares”) in the form of cash, the Company shall provide Grantee with an additional cash payment in an amount equal to the aggregate number of Restricted Units credited to the Grantee as of the record date of the dividend multiplied by the cash dividend per share amount.

(b) In the case of a dividend paid on Shares in the form of Shares, including without limitation a distribution of Shares by reason of a stock dividend, stock split or otherwise, the number of Restricted Units credited to the Grantee shall be increased by a number equal to the product of (i) the aggregate number of Restricted Units that have been awarded to the Recipient through the related dividend record date, and (ii) the number of Shares (including any fraction thereof) payable as dividend on one Share. Any additional Restricted Units shall be subject to the restrictions of this Statement in the same manner and for so long as the Restricted Units remain subject to such restrictions, and shall be promptly forfeited to the Company if and when the Restricted Units are so forfeited.

6. Issuance of Shares.

(a) As soon as practicable following the Grantee's vesting in the Restricted Units, the Company shall issue to the Grantee a certificate representing the number of Shares equal to the aggregate number of Restricted Units credited to the Grantee on such date in full satisfaction of such Restricted Units. The issuance of certificates may be made in book entry form.

(b) In each instance above, the issuance of Shares to the Grantee shall be subject to the payment by the Grantee by cash or other means acceptable to the Company of any federal, state, local and other applicable taxes required to be withheld in connection with such issuance in accordance with Section 7 of this Statement. The Grantee understands that once Shares have been delivered to the Grantee in respect of the Restricted Units, the Grantee will be free to sell such Shares, subject to applicable requirements of federal and state securities laws. Immediately after the issuance of Shares, this Statement shall terminate and be of no further force or effect.

7. Tax Withholding. The Grantee expressly acknowledges that the issuance of Shares to him pursuant to the provisions of Section 6 will result in taxable income which may be subject to withholding. The Grantee expressly acknowledges and agrees that the Grantee's rights hereunder are subject to the Grantee's paying to the Company in cash or by having the Company hold back from the Shares to be delivered, Shares having a Fair Market Value calculated to satisfy the minimum withholding requirement of all federal, state, local and any other applicable taxes required to be withheld in connection with such award or vesting.

8. Defined Terms. For purposes of this Statement, "Retirement" shall mean the Grantee's cessation of service as a Director as of the Annual Meeting date following the attainment of age 70.

9. Administration. The Committee shall have the authority to manage and control the operation and administration of this Statement. Any interpretation of the Statement by the Committee and any decision made by the Committee with respect to the Statement is final and binding.

10. Amendment. This Statement may be amended only by written statement between the Grantee and the Company, without the consent of any other person.

WASHINGTON TRUST BANCORP, INC.

2003 STOCK INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

Name of Grantee: **Employee Name**
 No. of Shares: **# Granted**
 Purchase Price per Share: None
 Grant Date:

Pursuant to the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan (the "Plan") as amended through the date hereof, Washington Trust Bancorp, Inc. (the "Company") hereby grants a Restricted Stock Award (an "Award") to the Grantee named above. Upon acceptance of this Award, the Grantee shall receive the number of shares of common stock, par value U.S. \$0.0625 per share (the "Stock") of the Company specified above, subject to the restrictions and conditions set forth herein and in the Plan. Any consideration due to the Company on the issuance of the Award will be satisfied by future services to be rendered to the Company by the Grantee.

1. **Acceptance of Award.** The Grantee shall have no rights with respect to this Award unless he or she shall have accepted this Award by signing and delivering to the Company a copy of this Award Agreement. Upon acceptance of this Award by the Grantee, the shares of Restricted Stock so accepted shall be issued and held by the Company's transfer agent in book entry form or issued in the form of stock certificates, as determined by the Company, and the Grantee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have all the rights of a shareholder with respect to such shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified herein.

2. **Restrictions and Conditions.**

(a) Shares of Restricted Stock granted herein may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of by the Grantee prior to vesting.

(b) If the Grantee's employment with the Company and its Subsidiaries is voluntarily or involuntarily terminated for any reason prior to vesting of shares of Restricted Stock granted herein, all shares of Restricted Stock that have not been vested shall be forfeited and returned to the Company.

3. **Vesting of Restricted Stock.** The restrictions and conditions in Paragraph 2 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an employee of the Company or Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 2 shall lapse only with respect to the number of shares of Restricted Stock specified as vested on such date.

Number of Shares Vested

Vesting Date

Subsequent to such Vesting Date or Dates, the shares of Stock on which all restrictions and conditions have lapsed shall no longer be deemed Restricted Stock.

Notwithstanding the foregoing, the Grantee shall become vested in the shares of Restricted Stock prior to the Vesting Dates in the following circumstances:

(a) In the event of a Change in Control of the Company (as defined in the Company's 2003 Stock Incentive Plan), all shares of Restricted Stock that have not previously been forfeited shall immediately vest; provided that the Grantee is then employed by the Company or its Subsidiaries.

(b) In the event of the Grantee's death, all shares of Restricted Stock that have not previously been forfeited shall immediately vest; provided that the Grantee was employed by the Company or its Subsidiaries immediately prior to the date of death.

(c) Upon the Retirement of the Grantee prior to the Vesting Date, the Grantee shall vest in a number of his shares of Restricted Stock determined by multiplying the number of shares of Restricted Stock credited to the Grantee by a fraction, the numerator of which shall be the number of full months from the Grant Date to the date of the Grantee's Retirement and the denominator of which shall be ____.

For purposes hereof, "Retirement" shall mean the Grantee's termination of employment with the Company or a Subsidiary with an election to commence promptly receipt of benefits under The Washington Trust Company Pension Plan.

4. Certificates.

(a) Legended Certificates. The Grantee is executing and delivering to the Company blank stock powers to be used in the event of forfeiture. Any certificates representing shares of unvested Restricted Stock shall be held by the Company and such certificates (and, to the extent determined by the Company, any other evidence of ownership of unvested Restricted Stock) shall contain the following legend:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF THE ISSUER'S 2003 STOCK INCENTIVE PLAN AND A RESTRICTED STOCK AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND THE ISSUER. COPIES OF SUCH PLAN AND AGREEMENT ARE ON FILE IN THE OFFICES OF THE ISSUER.

(b) Book Entry. If unvested shares of Restricted Stock are held in book entry form, the Grantee agrees that the Company may give stop transfer instructions to the transfer agent to ensure compliance with the provisions of this Agreement.

(c) Acknowledgement. The Grantee hereby (i) acknowledges that the Restricted Stock may be held in the book entry form on the books of the Company's transfer agent and irrevocably authorizes the Company to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any such shares that are unvested and forfeited hereunder; (ii) agrees to deliver to the Company, as a precondition to the issuance of any certificate or certificates with respect to unvested shares of Restricted Stock, one or more stock powers, endorsed in blank, with respect to such shares; and (iii) agrees to sign other powers and take such other action as the Company may reasonably request to accomplish the transfer or forfeiture of any shares of unvested Restricted Stock that are forfeited hereunder.

5. Dividends. Dividends on shares of Restricted Stock shall be paid currently to the Grantee.

6. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

7. **Transferability.** This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.
8. **Amendment.** This Agreement may only be modified or amended by a writing signed by both parties, unless the Committee determines that the proposed modification or amendment would not materially and adversely affect the Grantee, in which case the Grantee’s consent shall not be required for such modification or amendment.
9. **Tax Withholding.** The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Committee for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Grantee may elect to have such minimum tax withholding obligation satisfied, in whole or in part, by authorizing the Company to withhold from shares of Stock to be issued a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.
10. **No Obligation to Continue Employment.** Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.
11. **Notices.** Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.
12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island, applied without regard to conflict of law principles.

WASHINGTON TRUST BANCORP, INC.

By: _____

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Date	Employee Name
	Employee Address

WASHINGTON TRUST BANCORP, INC.

2003 STOCK INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

Name of Grantee: **Director Name**
 No. of Shares: **# Granted**
 Purchase Price per Share: None
 Grant Date:

Pursuant to the Washington Trust Bancorp, Inc. 2003 Stock Incentive Plan (the "Plan") as amended through the date hereof, Washington Trust Bancorp, Inc. (the "Company") hereby grants a Restricted Stock Award (an "Award") to the Grantee named above. Upon acceptance of this Award, the Grantee shall receive the number of shares of common stock, par value U.S. \$0.0625 per share (the "Stock") of the Company specified above, subject to the restrictions and conditions set forth herein and in the Plan. Any consideration due to the Company on the issuance of the Award will be satisfied by future services to be rendered to the Company by the Grantee.

1. **Acceptance of Award.** The Grantee shall have no rights with respect to this Award unless he or she shall have accepted this Award by signing and delivering to the Company a copy of this Award Agreement. Upon acceptance of this Award by the Grantee, the shares of Restricted Stock so accepted shall be issued and held by the Company's transfer agent in book entry form or issued in the form of stock certificates, as determined by the Company, and the Grantee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have all the rights of a shareholder with respect to such shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified herein.

2. **Restrictions and Conditions.**

(a) Shares of Restricted Stock granted herein may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of by the Grantee prior to vesting.

(b) In the event the Grantee ceases to be an active member of the Board of Directors for any reason other than those provided in Section 3 of this Statement prior to the Vesting Date, all shares of Restricted Stock that have not been vested shall be forfeited and returned to the Company.

3. **Vesting of Restricted Stock.** The restrictions and conditions in Paragraph 2 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an active member of the Board of Directors on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 2 shall lapse only with respect to the number of shares of Restricted Stock specified as vested on such date.

Number of Shares Vested

Vesting Date

Subsequent to such Vesting Date or Dates, the shares of Stock on which all restrictions and conditions have lapsed shall no longer be deemed Restricted Stock.

Notwithstanding the foregoing, the Grantee shall become vested in the shares of Restricted Stock prior to the Vesting Dates in the following circumstances:

(a) In the event of a Change in Control of the Company (as defined in the Company's 2003 Stock Incentive Plan), all shares of Restricted Stock that have not previously been forfeited shall immediately vest; provided that the Grantee is then an active member of the Board of Directors.

(b) In the event of the Grantee's death, all shares of Restricted Stock that have not previously been forfeited shall immediately vest; provided that the Grantee was an active member of the Board of Directors immediately prior to the date of death.

(c) Upon the Retirement of the Grantee prior to the Vesting Date, all shares of Restricted Stock that have not been previously forfeited shall immediately vest.

For purposes hereof, "Retirement" shall mean the Grantee's cessation of service as a Director as of the Annual Meeting date following the attainment of age 70.

4. **Certificates.**

(a) **Legended Certificates.** The Grantee is executing and delivering to the Company blank stock powers to be used in the event of forfeiture. Any certificates representing shares of unvested Restricted Stock shall be held by the Company and such certificates (and, to the extent determined by the Company, any other evidence of ownership of unvested Restricted Stock) shall contain the following legend:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF THE ISSUER'S 2003 STOCK INCENTIVE PLAN AND A RESTRICTED STOCK AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND THE ISSUER. COPIES OF SUCH PLAN AND AGREEMENT ARE ON FILE IN THE OFFICES OF THE ISSUER.

(b) **Book Entry.** If unvested shares of Restricted Stock are held in book entry form, the Grantee agrees that the Company may give stop transfer instructions to the transfer agent to ensure compliance with the provisions of this Agreement.

(c) **Acknowledgement.** The Grantee hereby (i) acknowledges that the Restricted Stock may be held in the book entry form on the books of the Company's transfer agent and irrevocably authorizes the Company to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any such shares that are unvested and forfeited hereunder; (ii) agrees to deliver to the Company, as a precondition to the issuance of any certificate or certificates with respect to unvested shares of Restricted Stock, one or more stock powers, endorsed in blank, with respect to such shares; and (iii) agrees to sign other powers and take such other action as the Company may reasonably request to accomplish the transfer or forfeiture of any shares of unvested Restricted Stock that are forfeited hereunder.

5. **Dividends.** Dividends on shares of Restricted Stock shall be paid currently to the Grantee.

6. **Incorporation of Plan.** Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

7. **Transferability.** This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by

operation of law or otherwise, other than by will or the laws of descent and distribution.

8. **Amendment.** This Agreement may only be modified or amended by a writing signed by both parties, unless the Committee determines that the proposed modification or amendment would not materially and adversely affect the Grantee, in which case the Grantee's consent shall not be required for such modification or amendment.

9. **Tax Withholding.** The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Committee for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Grantee may elect to have such minimum tax withholding obligation satisfied, in whole or in part, by authorizing the Company to withhold from shares of Stock to be issued a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

10. **Notices.** Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island, applied without regard to conflict of law principles.

WASHINGTON TRUST BANCORP, INC.

By: _____

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Date

Director Name

Director Address