

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* CONFORTI LOUIS G			2. Issuer Name and Ticker or Trading Symbol WASHINGTON PRIME GROUP INC. [WPG]			5. Relationship of Reporting Person(s) to Issuer (Check all applicable) <input checked="" type="checkbox"/> Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) CEO		
(Last)	(First)	(Middle)	3. Date of Earliest Transaction (Month/Day/Year) 08/02/2019			6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person		
C/O WASHINGTON PRIME GROUP INC. 180 EAST BROAD STREET			4. If Amendment, Date of Original Filed (Month/Day/Year)					
(Street)	COLUMBUS OH 43215							
(City)	(State)	(Zip)						

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)	
				Code	V	(A)	(D)	Date Exercisable	Expiration Date						Title
Restricted Stock Units	(1)	08/02/2019		A		500,000		(2)	(2)	Common Stock, par value \$0.0001 per share	500,000	\$0	500,000	D	
Performance Stock Units	(3)	08/02/2019		A		500,000		(4)	(4)	Common Stock, par value \$0.0001 per share	500,000	\$0	500,000	D	

Explanation of Responses:

- Each of the restricted stock units ("RSUs") represents a contingent right to receive one share of Issuer's common stock (the "Common Stock").
- The awarded RSUs shall be evidenced by an award agreement (the "RSU Agreement") and vest and become non-forfeitable in one-third installments (including any dividend equivalent payments per the terms of the RSU Agreement) on each of the third, fourth and fifth anniversaries of August 2, 2019 (the "Grant Date"), provided that the Reporting Person is in continued compliance with certain covenants in the Reporting Person's amended and restated employment agreement (the "Agreement") and subject to certain provisions of the Agreement relating to termination of the Reporting Person and a change in control of the Issuer.
- Each of the performance stock units ("PSUs") represents a contingent right to receive one share of Common Stock.
- PSUs shall be evidenced by an award agreement (the "PSU Agreement") and be earned based upon the satisfaction of certain annualized total shareholder return criteria ("TSR Criteria") with the number of earned PSUs ranging from 0% to 200% of the allocated amount awarded based on the achievement by the Company of the TSR Criteria over a three-year performance period beginning on the Grant Date. Earned PSUs, if any, shall vest in one-third installments on each of the third, fourth and fifth anniversaries of the Grant Date, provided that the Reporting Person is in continued compliance with certain covenants in the Agreement and subject to certain provisions of the PSU Agreement relating to a change in control of the Issuer. Issuer shall exchange one share of Common Stock for one earned and vested PSU (including any dividend equivalent rights that shall also be paid in shares of Common Stock in accordance with the PSU Agreement).

/s/ Robert P. Demchak 08/02/2019

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.