

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**FORM 10-K**

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2023  
OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number 001-37994



**JBG SMITH**  
**JBG SMITH PROPERTIES**  
(Exact name of Registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction of incorporation or organization)

**81-4307010**  
(I.R.S. Employer Identification No.)

**4747 Bethesda Avenue**  
**Suite 200**  
(Address of Principal Executive Offices)

**Bethesda**

**MD**

**20814**  
(Zip Code)

Registrant's telephone number, including area code: **( 240 ) 333-3600**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, par value \$0.01 per share	JBGS	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulations S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Exchange Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes ☐ No ☒

As of February 16, 2024, JBG SMITH Properties had 91,927,506 common shares outstanding.

As of June 30, 2023, the aggregate market value of common stock held by non-affiliates of the Registrant was approximately \$1.6 billion based on the June 30, 2023 closing share price of \$15.04 per share on the New York Stock Exchange.

**DOCUMENTS INCORPORATED BY REFERENCE**

Part III incorporates by reference information from certain portions of the registrant's definitive proxy statement for its 2024 annual meeting of shareholders to be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

**JBG SMITH PROPERTIES  
ANNUAL REPORT ON FORM 10-K  
YEAR ENDED DECEMBER 31, 2023**

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## DEFINITIONS

Defined terms used in this Annual Report on Form 10-K:

**"2000/2001 South Bell Street"** refers to 2000 South Bell Street and 2001 South Bell Street, an under-construction multifamily asset.

**"2023 Term Loan"** refers to the \$120.0 million term loan maturing in June 2028.

**"ADA"** means the Americans with Disabilities Act.

**"Amazon"** refers to Amazon.com, Inc.

**"Annualized rent"** means: (i) for multifamily assets, or the multifamily component of a mixed-use asset, the in-place monthly base rent before free rent as of December 31, 2023, multiplied by 12, and (ii) for commercial assets, or the retail component of a mixed-use asset, the in-place monthly base rent before free rent, plus tenant reimbursements as of December 31, 2023, multiplied by 12. Annualized rent excludes rent from leases that have been signed but the tenant has not yet taken occupancy (not yet included in percent occupied metrics) and percentage rent. The in-place monthly base rent does not take into consideration temporary rent relief arrangements.

**"At JBG SMITH Share"** and **"Our share"** refer to our ownership percentage of consolidated and unconsolidated assets in real estate ventures, but exclude our: (i) 10.0% subordinated interest in one commercial building, (ii) 33.5% subordinated interest in four commercial buildings, (iii) 49.0% interest in three commercial buildings and (iv) 9.9% interest in one commercial building, as well as the associated non-recourse mortgage loans, held through unconsolidated real estate ventures; these interests and debt are excluded because our investment in each real estate venture is zero, we do not anticipate receiving any near-term cash flow distributions from the real estate ventures and we have not guaranteed their obligations or otherwise committed to providing financial support.

**"BOMA"** means Building Owners and Managers Association International.

**"CBRS"** means the Citizens Broadband Radio Service.

**"CIRP"** means cybersecurity incident response plan.

**"Code"** refers to the Internal Revenue Code of 1986, as amended.

**"CODM"** means our Chief Operating Decision Maker.

**"Combination"** refers to our acquisition of the management business and certain assets and liabilities of JBG.

**"COVID-19"** refers to the novel coronavirus pandemic.

**"D&I"** means diversity and inclusion.

**"Development pipeline"** refers to assets that have the potential to commence construction subject to receipt of full entitlements, completion of design and market conditions where we (i) own land or control the land through a ground lease or (ii) are under a long-term conditional contract to purchase, or enter into, a leasehold interest with respect to land.

**"ESG"** means environmental, social and governance.

**"Estimated potential development density"** reflects management's estimate of developable gross square feet based on our current business plans with respect to real estate owned or controlled as of December 31, 2023. Our current business plans may contemplate development of less than the maximum potential development density for individual assets. As

market conditions change, our business plans, and therefore, the estimated potential development density, could change accordingly. Given timing, zoning requirements and other factors, we make no assurance that estimated potential development density amounts will become actual density to the extent we complete development of assets for which we have made such estimates.

**"Exchange Act"** refers to the Securities Exchange Act of 1934, as amended.

**"FATCA"** means the Foreign Account Tax Compliance Act.

**"FATCA withholding"** refers to a FATCA withholding tax.

**"FIRPTA"** means the Foreign Investment in Real Property Tax Act of 1980, as amended.

**"Falkland Chase"** refers to Falkland Chase-South & West and Falkland Chase-North.

**"Formation Transaction"** refers to the Separation and the Combination.

**"Free rent"** means the amount of base rent and tenant reimbursements that are abated according to the applicable lease agreement(s).

**"FFO"** means funds from operations, a non-GAAP financial measure computed in accordance with the definition established by Nareit in the Nareit FFO White Paper - 2018 Restatement. See Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations-FFO" for further discussion.

**"GAAP"** means accounting principles generally accepted in the United States of America.

**"GSA"** means the General Services Administration, the independent U.S. federal government agency that manages real estate procurement for the federal government and federal agencies.

**"GRESB"** refers to the Global ESG Benchmark for Real Estate Assets.

**"In-service"** refers to multifamily or commercial operating assets that are at or above 90% leased or have been operating and collecting rent for more than 12 months as of December 31, 2023.

**"IRS"** means the Internal Revenue Service.

**"ISO"** means the International Organization for Standardization.

**"JBG"** refers to The JBG Companies.

**"JBG Legacy Funds"** refers to the legacy funds formerly organized by The JBG Companies.

**"JBG SMITH"** refers to JBG SMITH Properties together with its consolidated subsidiaries.

**"JBG SMITH LP"** refers to JBG SMITH Properties LP, our operating partnership, together with its consolidated subsidiaries.

**"JBG Excluded Assets"** refers to the assets of the JBG Legacy Funds that were not contributed to JBG SMITH LP in the Combination.

**"LIBOR"** means the London Interbank Offered Rate.

**"LTIP Units"** means long-term incentive partnership units.

**"MAAL"** means modeled average annual loss, which is the sum of climate-related expenses, decreased revenue, and/or business interruption over a fixed decadal period and expressed as an annual average within that decade.

**"Metro"** is the public transportation network serving the Washington, D.C. metropolitan area operated by the Washington Metropolitan Area Transit Authority.

**"Metro-served"** are locations, submarkets or assets that are within 0.5 miles of an existing or planned Metro station .

**"MGCL"** means the Maryland General Corporation Law.

**"MTA"** means the Master Transaction Agreement, dated as of October 31, 2016, by and among Vornado, certain affiliates of Vornado, JBG SMITH and certain affiliates of JBG SMITH, as amended.

**"Nareit"** means the National Association of Real Estate Investment Trusts.

**"NAV"** refers to net asset value.

**"NOI"** means net operating income, a non-GAAP financial measure management uses to assess an asset's performance.

The most directly comparable GAAP measure is net income (loss) attributable to common shareholders. We use NOI internally as a performance measure and believe NOI provides useful information to investors regarding our financial condition and results of operations because it reflects only property related revenue (which includes base rent, tenant reimbursements and other operating revenue, net of free rent and payments associated with assumed lease liabilities) less operating expenses and ground rent for operating leases, if applicable. NOI also excludes deferred rent, related party management fees, interest expense, and certain other non-cash adjustments, including the accretion of acquired below-market leases and the amortization of acquired above-market leases and below-market ground lease intangibles. Management uses NOI as a supplemental performance measure of our assets and believes it provides useful information to investors because it reflects only those revenue and expense items that are incurred at the asset level, excluding non-cash items. In addition, NOI is considered by many in the real estate industry to be a useful starting point for determining the value of a real estate asset or group of assets. However, because NOI excludes depreciation and amortization expense and captures neither the changes in the value of our assets that result from use or market conditions, nor the level of capital expenditures and capitalized leasing commissions necessary to maintain the operating performance of our assets, all of which have real economic effect and could materially impact the financial performance of our assets, the utility of NOI as a measure of the operating performance of our assets is limited. NOI presented by us may not be comparable to NOI reported by other REITs that define these measures differently. We believe that to facilitate a clear understanding of our operating results, NOI should be examined in conjunction with net income (loss) attributable to common shareholders as presented in our consolidated financial statements. NOI should not be considered as an alternative to net income (loss) attributable to common shareholders as an indication of our performance or to cash flows as a measure of liquidity or our ability to make distributions.

**"NYSE"** means the New York Stock Exchange.

**"Non-same store"** refers to all operating assets excluded from the same store pool.

**"OP Units"** refers to JBG SMITH LP common limited partnership units.

**"Percent leased"** is based on leases signed as of December 31, 2023, and is calculated as total rentable square feet less rentable square feet available for lease divided by total rentable square feet expressed as a percentage. Out-of-service square feet are excluded from this calculation.

**"Percent occupied"** is based on occupied rentable square feet/units as of December 31, 2023, and is calculated as: (i) for multifamily space, total units less unoccupied units divided by total units, expressed as a percentage, and (ii) for office and retail space, total rentable square feet less unoccupied square feet divided by total rentable square feet. Out-of-service square feet and units are excluded from this calculation.

"**QRS**" means qualified real estate investment trust subsidiaries.

"**REC**" means renewable energy credit.

"**REIT**" means a real estate investment trust under Section 856 through 860 of the Code.

"**REMIC**" means a real estate mortgage investment conduit.

"**Rosslyn Gateway**" refers to Rosslyn Gateway-North, Rosslyn Gateway-South, Rosslyn Gateway-South Land and Rosslyn Gateway-North Land.

"**SaaS**" means software as a service.

"**Same store**" refers to the pool of assets that were in-service for the entirety of both periods being compared, except for assets for which significant redevelopment, renovation, or repositioning occurred during either of the periods being compared.

"**SEC**" means the Securities and Exchange Commission.

"**Separation**" refers to the spin-off transaction on July 17, 2017 through which we received substantially all the assets and liabilities of Vornado's Washington, D.C. segment.

"**Separation Agreement**" refers to the Separation and Distribution Agreement.

"**Signed but not yet commenced leases**" means leases that, as of December 31, 2023, have been executed but for which rent has not commenced.

"**SOC**" means systems and organization controls.

"**SOFR**" means the Secured Overnight Financing Rate.

"**Square feet**" ("**SF**") refers to the area that can be rented to tenants, defined as: (i) for multifamily assets, management's estimate of approximate rentable square feet, (ii) for commercial assets, rentable square footage defined in the current lease and for vacant space the rentable square footage defined in the previous lease for that space, (iii) for under-construction assets, management's estimate of approximate rentable square feet based on current design plans as of December 31, 2023, and (iv) for assets in the development pipeline, management's estimate of developable gross square feet based on current business plans with respect to real estate owned or controlled as of December 31, 2023.

"**STEM**" means science, technology, engineering and mathematics.

"**Tax Matters Agreement**" refers to an agreement with Vornado regarding tax matters.

"**TCFD**" means Task Force on Climate-Related Financial Disclosures.

"**TIN**" means taxpayer identification number.

"**TMP**" means taxable mortgage pool.

"**Total annualized estimated rent**" represents contractual monthly base rent before free rent, plus estimated tenant reimbursements for the month in which the lease is expected to commence, multiplied by 12.

"**Tranche A-1 Term Loan**" refers to the \$200.0 million term loan maturing in January 2025.

**"Tranche A-2 Term Loan"** refers to the \$400.0 million term loan maturing in January 2028.

**"Transaction and other costs"** include pursuit costs related to completed, potential and pursued transactions, demolition costs, and severance and other costs.

**"TRS"** refers to taxable REIT subsidiaries.

**"Under-construction"** refers to assets that were under construction during the three months ended December 31, 2023.

**"Vornado"** means Vornado Realty Trust, a Maryland REIT.

**"WHI"** means the Washington Housing Initiative.

**"WHI Impact Pool"** is an investment vehicle managed by JBG SMITH on behalf of third-party investors that invests in affordable workforce housing.

## PART I

### ITEM 1. BUSINESS

#### The Company

JBG SMITH, a Maryland REIT, owns, operates, invests in and develops mixed-use properties in high growth and high barrier-to-entry submarkets in and around Washington, D.C., most notably National Landing. Through an intense focus on placemaking, JBG SMITH cultivates vibrant, amenity-rich, walkable neighborhoods throughout the Washington, D.C. metropolitan area. Approximately 75.0% of our holdings are in the National Landing submarket in Northern Virginia, which is anchored by four key demand drivers: Amazon's new headquarters; Virginia Tech's under-construction \$1 billion Innovation Campus; the submarket's proximity to the Pentagon; and our deployment of 5G digital infrastructure. In addition, our third-party asset management and real estate services business provides fee-based real estate services to the JBG Legacy Funds, other third parties and the WHI Impact Pool.

Substantially all our assets are held by, and our operations are conducted through, JBG SMITH LP. As of December 31, 2023, JBG SMITH, as its sole general partner, controlled JBG SMITH LP and owned 87.8% of its OP Units, after giving effect to the conversion of certain vested LTIP Units that are convertible into OP Units. JBG SMITH is referred to herein as "we," "us," "our" or other similar terms.

As of December 31, 2023, our Operating Portfolio consisted of 44 operating assets comprising 16 multifamily assets totaling 6,318 units (6,318 units at our share), 26 commercial assets totaling 8.3 million square feet (7.7 million square feet at our share) and two wholly owned land assets for which we are the ground lessor. Additionally, we have two under-construction multifamily assets with 1,583 units (1,583 units at our share) and 17 assets in the development pipeline totaling 10.8 million square feet (8.8 million square feet at our share) of estimated potential development density. We present combined portfolio operating data that aggregates assets we consolidate in our consolidated financial statements and assets in which we own an interest, but do not consolidate in our financial results. For additional information regarding our assets, see Item 2 "Properties."

Certain terms used throughout this Annual Report on Form 10-K are defined under "Definitions" starting on page 3.

#### Our Strategy

We own and operate urban mixed-use properties concentrated in what we believe are the highest growth, Metro-served submarkets in and around Washington, D.C., most notably National Landing, that have significant barriers to entry and key urban amenities. We have significant expertise with multifamily, office and retail assets. We believe that we are known for our creative deal-making and capital allocation skills and for our development and value creation expertise. We intend to continue to opportunistically sell or recapitalize assets as well as land sites where a ground lease or joint venture execution may represent the most attractive path to maximizing value. Recycling the proceeds from these sales will not only fund our planned growth through value-added development and potential acquisitions but will also further advance the strategic shift in the composition of our portfolio to majority multifamily, with an office portfolio concentrated in National Landing.

One of our approaches to value creation uses a series of complementary disciplines through a process we call "Placemaking." Placemaking involves strategically mixing high-quality multifamily and commercial buildings with anchor, specialty and neighborhood retail in a high density, thoughtfully planned and designed public space. Through this process, we create synergies, and thus value, across those varied uses leading to unique, amenity-rich, walkable neighborhoods that are desirable and enhance tenant and investor demand. We believe our Placemaking approach will increase occupancy and rental rates in our portfolio, in particular with respect to our concentrated and extensive land and operating asset holdings in National Landing. National Landing, situated in Northern Virginia directly across the Potomac River from Washington, D.C., is the interconnected and walkable neighborhood that encompasses Crystal City, the eastern portion of Pentagon City and the northern portion of Potomac Yard. We believe National Landing is one of the region's best-located urban mixed-use communities due to its central and easily accessible location, its adjacency to Reagan National Airport, and its large base of existing offices, apartments and hotels.



We are repositioning our holdings in National Landing by executing a broad array of Placemaking strategies, including the delivery of new multifamily and office developments, locally sourced amenity retail, and thoughtful improvements to the streetscape, sidewalks, parks and other outdoor gathering spaces. Utilizing our Placemaking expertise, each new project is intended to contribute to authentic and distinct neighborhoods by creating a vibrant street environment with robust retail offerings and other amenities, including improved public spaces.

Amazon's new headquarters is located in National Landing. During the second quarter of 2023, we completed the construction of two new office buildings for Amazon on Metropolitan Park in National Landing, totaling 2.1 million square feet, inclusive of approximately 50,000 square feet of street-level retail with new shops and restaurants, and Amazon took occupancy of its new headquarters in June 2023. We are the developer, property manager and retail leasing agent for Amazon's new headquarters at National Landing. As of December 31, 2023, we have leases with Amazon totaling approximately 927,000 square feet across five office buildings in National Landing.

In connection with Amazon's new headquarters in National Landing, the Commonwealth of Virginia agreed to provide tax incentives to Amazon to create a minimum of 25,000 new full-time jobs and potentially 37,850 full-time jobs in National Landing with average annual wage targets for each calendar year, starting with \$150,000 in 2019, and escalating 1.5% per year. As of March 2023, Amazon has created approximately 8,000 new full-time jobs in National Landing. We, alongside Amazon, Virginia Tech, and federal, state, and local governments plan to invest over \$12.0 billion, including infrastructure investments, that will directly benefit National Landing. The infrastructure investments include: a new Metro station (Potomac Yard), a new Metro entrance (Crystal Drive) a pedestrian bridge to Reagan National Airport; a new commuter rail station located between two of our Crystal Drive office assets; lowering of elevated sections of U.S. Route 1 that currently divide parts of National Landing to create better multimodal access and walkability; funding for the innovation campus anchored by Virginia Tech; and Long Bridge, the planned two-track rail connection between Washington, D.C. and National Landing. The Potomac Yard Metro station opened in May 2023.

In the fall of 2020, Virginia Tech virtually launched the inaugural academic year of its \$1 billion Innovation Campus in National Landing, which is under construction. This expected powerful demand driver sits adjacent to 2.0 million square feet of development density we own in National Landing and the new Potomac Yard Metro station, which opened in May 2023, all approximately one mile south of Amazon's new headquarters. The campus is part of a 20-acre innovation district, of which the fully entitled first phase encompasses approximately 1.6 million square feet of space, including four office towers and two residential buildings, with ground-level retail. On this campus, Virginia Tech intends to create an innovation ecosystem by co-locating academic and private sector uses to accelerate research and development spending, as well as the commercialization of technology. When the Innovation Campus is fully operational, Virginia Tech plans to annually enroll approximately 750 master students and 200 PhD students in STEM fields. Virginia Tech is expected to occupy a 3.5-acre campus in the Innovation Campus.

In December 2023, we, along with Monumental Sports & Entertainment, the Commonwealth of Virginia, and the City of Alexandria announced a plan to build a new sports and entertainment anchor in National Landing, subject to definitive documentation and applicable government approvals. This 1.2 million square foot anchor would include a new arena for the Washington Capitals and Washington Wizards, along with a global corporate headquarters for Monumental Sports & Entertainment, a Monumental Sports Network media studio, the Wizards practice facility, a performing arts venue, and an expanded e-sports facility – all situated adjacent to the Virginia Tech Innovation Campus and the recently delivered Potomac Yard Metro Station.

We are making cutting-edge digital infrastructure investments to establish National Landing as among the first 5G-operable submarkets in the nation. Building upon our Placemaking efforts, we are leveraging our concentrated and extensive land and operating asset holdings in National Landing to deploy a digital infrastructure platform at a neighborhood scale that delivers an amenity that we believe enhances tenant demand, specifically in the technology and defense sectors, and further differentiates National Landing.

The following are key components of our strategy:

**Capitalize on Significant Demand Catalysts in National Landing.** We believe the strong technology sector tailwinds created by Amazon, the Virginia Tech Innovation Campus, the Pentagon and our National Landing digital infrastructure

platform will contribute to substantial growth from our Operating Portfolio and our 6.6 million square foot development pipeline in National Landing. Approximately 75.0% of our portfolio is located in National Landing where Amazon is incentivized to employ a minimum of 25,000 new full-time jobs and potentially 37,850 planned employees, and Virginia Tech's \$1 billion Innovation Campus is under construction.

Given National Landing's proximity to the Pentagon, recent historic increases in the U.S. defense budget and robust foreign defense spending, we believe National Landing is positioned to capture growing defense demand, particularly as tech and defense are increasingly intertwined. In 2023, 47.4% of leases executed by us in National Landing were with the Department of Defense and defense contractors.

We believe our investment in digital infrastructure including dense, redundant, and secure fiber networks, data center access, next-generation 5G connectivity, and privately held CBRS wireless spectrum provide a key advantage in continuing to attract companies to National Landing. The digital infrastructure provides us with valuable tenant inducement tools, such as the ability to offer ubiquitous and redundant fiber connectivity and 5G private cellular networks. Based on our experience, these features, delivered with support from industry-leading service providers including AT&T, Cisco, and Federated Wireless, are increasingly important to technology and defense companies, especially innovators in cybersecurity, internet of things, artificial intelligence and cloud computing. In 2023, we believe that access to the unique digital infrastructure amenity was a decision factor for many of the tenants who executed leases in National Landing.

**In addition to our Primary Focus on National Landing, Invest in and Operate Mixed-Use Assets in Other High-Growth, Metro-Served Submarkets in the Washington, D.C. Metropolitan Area.** We intend to continue our longstanding strategy of owning and operating urban mixed-use properties concentrated in what we believe are the highest growth, Metro-served submarkets in the Washington, D.C. metropolitan area with high barriers to entry and vibrant urban amenities. In addition to National Landing, these submarkets include the Rosslyn-Ballston Corridor in Northern Virginia; the Ballpark, U Street/Shaw, and Union Market/NoMa, in the District of Columbia; and Bethesda in Maryland. These submarkets generally feature strong economic and demographic attributes, as well as superior transportation infrastructure that caters to the preferences of multifamily, office and retail tenants. We believe these positive attributes will enable our assets located in these high-growth submarkets to outperform the Washington, D.C. metropolitan area as a whole.

**Drive Incremental Growth Through Lease-up and Stabilization of Our Operating Assets, and Deliver Our Under-Construction Assets.** Given our leasing capabilities and tenant demand for high-quality space in our submarkets, we believe that we are well positioned to achieve significant internal growth from the lease-up of vacant space in our in-service Operating Portfolio. As of December 31, 2023, we had 16 multifamily assets totaling 6,318 units (6,318 units at our share), which were 96.0% leased at our share. As of December 31, 2023, we had 26 commercial assets totaling 8.3 million square feet (7.7 million square feet at our share), which were 86.3% leased at our share, resulting in 1.0 million square feet available for lease. In addition to portfolio lease-up, we expect increases in NOI from: (i) the commencement of signed but not yet commenced office and retail leases (\$4.7 million total annualized estimated rent as of December 31, 2023, of which \$2.7 million is expected in 2024) and (ii) contractual rent escalators in our non-GSA office and retail leases, which are based on increases in the Consumer Price Index or a fixed percentage.

As of December 31, 2023, we had 1,583 multifamily units under construction in National Landing across two projects (4 buildings): 1900 Crystal Drive and 2000/2001 South Bell Street. Based on our current plans and estimates, these assets will require an additional \$177.1 million to complete.

**Monetize Our Significant Development Pipeline.** We expect our pipeline of ground-up development opportunities will produce favorable risk-adjusted returns on invested capital.

As of December 31, 2023, our development pipeline consisted of 17 assets, and we estimate it can support 10.8 million square feet (8.8 million square feet at our share) of estimated potential development density: 82.1% of this potential development density comprises multifamily projects located in the high-growth submarkets of National Landing, the Ballpark, and Union Market/NoMa; and 100.0% of this potential development density is Metro-served. Subject to market conditions, we intend to invest in multifamily development and in new office development subject to preleasing. The estimated potential development densities and uses reflect our current business plans as of December 31, 2023 and are subject to change based on market conditions.

In addition to developing select assets in this pipeline, we expect to unlock value through opportunistic asset sales, ground leases and recapitalizations.

**Actively Allocate our Capital, Reposition Our Portfolio to Majority Multifamily and Concentrate our Office Portfolio in National Landing.** A fundamental component of our strategy to maximize long-term NAV per share is active capital allocation. We evaluate development, acquisition, disposition, share repurchases and other investment decisions based on how they may impact long-term NAV per share. We intend to continue to opportunistically sell or recapitalize assets as well as land sites where a ground lease or joint venture execution may represent the most attractive path to maximizing value. Successful execution of our capital allocation strategy enables us to source capital at NAV from the disposition of assets generating low cash yields and invest those proceeds in new acquisitions with higher cash yields and growth, development projects with significant yield spreads and profit potential, and share repurchases. Consequently, at any given time, we expect to be in various stages of discussions and negotiations with potential buyers, real estate venture partners, ground lessors, and other counterparties with respect to sales, joint ventures, and/or ground leases for certain of our assets, including portfolios thereof. These discussions and negotiations may or may not lead to definitive documentation or closed transactions. We anticipate redeploying the proceeds from these sales will not only help fund our planned growth but will also further advance the strategic shift of our portfolio to majority multifamily. Current market conditions, however, have significantly slowed down the pace of asset sales, and we expect this reduced activity to continue in 2024. In the meantime, we continue to advance our two under-construction multifamily assets in National Landing, 1900 Crystal Drive and 2000/2001 South Bell Street, totaling 1,583 units.

We expect near-term acquisition activity to be focused on assets in emerging growth neighborhoods, as well as assets adjacent to our existing holdings where the combination of sites can add unique value to any new investment with a focus on multifamily given our long-term objective of growing our portfolio to majority multifamily. Where there are opportunities to trade out of higher risk assets with extensive capital needs or those outside of our geographic footprint, we will consider like-kind exchanges under Section 1031 of the Code.

### **Third-Party Services Business**

Our third-party asset management and real estate services business provides fee-based real estate services to the JBG Legacy Funds, other third parties and the WHI Impact Pool. Although a significant portion of the assets and interests in assets formerly owned by certain of the JBG Legacy Funds were contributed to us in the Combination, the JBG Legacy Funds retained certain assets that were not consistent with our long-term business strategy. With respect to the remaining investments of the JBG Legacy Funds, we provide asset management, property management, development, construction management, leasing and other services. We expect to continue to earn fees for the management of the JBG Legacy Funds until their investments are liquidated. Certain individual members of our management team own direct equity co-investment and promote interests in the JBG Legacy Funds and certain of the funds' investments that were not contributed to us. These economic interests will be eliminated as the JBG Legacy Funds are wound down over time. Additionally, we often retain management of properties we sell as part of our capital allocation strategy. These assets, while no longer owned by us, continue to generate third-party service fees.

We believe that the fees we earn in connection with providing these third-party services enhance our overall returns, provide additional scale and efficiency in our operating, development and acquisition businesses and absorb a portion of the overhead and other administrative costs of our platform. This scale provides competitive advantages, including market knowledge, buying power and operating efficiencies across all product types. We also believe that our existing relationships arising out of our third-party asset management and real estate services business will continue to provide potential access to capital and new investment opportunities.

### **Competition**

The commercial real estate markets in which we operate are highly competitive. We compete with numerous acquirers, developers, owners and operators of commercial real estate including other REITs, private equity investors, domestic and foreign financial institutions, life insurance companies, pension trusts, partnerships, and individual investors, many of which own or may seek to acquire or develop assets similar to ours in the same markets in which our assets are located. These competitors may have greater financial resources or access to capital than we do or be willing to acquire assets in

transactions which are more highly leveraged or are less attractive from a financial viewpoint than we are willing to pursue, which may reduce the number of suitable investment opportunities available to us or increase pricing. Leasing is a major component of our business and is highly competitive. The principal means of competition in leasing are lease terms (including rent charged and tenant improvement allowances), location, services provided, and the nature and condition of the asset to be leased. If our competitors offer space at rental rates below current market rates, below the rental rates we currently charge our tenants, in better locations within our markets, in higher quality assets or offer better services, we may lose existing and potential tenants, and we may be pressured to reduce our rental rates below those we currently charge to retain tenants when our tenants' leases expire.

## Segment Data

We operate in the following business segments: multifamily, commercial and third-party asset management and real estate services. Financial information related to these business segments for each of the three years in the period ended December 31, 2023 is set forth in Note 20 to the consolidated financial statements.

## Tax Status

We have elected to be taxed as a REIT under Sections 856-860 of the Code. Under those sections, a REIT which distributes at least 90% of its REIT taxable income as dividends to its shareholders each year and which meets certain other conditions will not be taxed on that portion of its taxable income which is distributed to its shareholders. We currently adhere and intend to continue to adhere to these requirements and to maintain our REIT status in future periods.

Future distributions will be declared and paid at the discretion of our Board of Trustees and will depend upon cash generated by operating activities, our financial condition, capital requirements, annual dividend requirements under the REIT provisions of the Code and such other factors as our Board of Trustees deems relevant.

We also participate in the activities conducted by our subsidiary entities that have elected to be treated as TRSs under the Code. As such, we are subject to federal, state, and local taxes on the income from these activities. For additional information regarding our REIT status, see Item 9B "Other Information."

## Significant Tenants

Only the U.S. federal government accounted for 10% or more of our rental revenue, which consists of property rental and other property revenue, as follows:

	Year Ended December 31,		
	2023	2022	2021
	(Dollars in thousands)		
Rental revenue from the U.S. federal government	\$ 64,439	\$ 75,516	\$ 83,256
Percentage of commercial segment rental revenue	23.0 %	23.7 %	22.8 %
Percentage of rental revenue	12.9 %	14.8 %	16.2 %

## ESG

Our business values integrate environmental sustainability, social responsibility, D&I, and strong governance practices throughout our organization. We believe that by understanding the social and environmental impacts of our business, we are better able to protect asset value, reduce risk, and advance initiatives that result in positive social and environmental outcomes creating shared value. Our business model prioritizes maximizing long-term NAV per share. By investing in urban infill and transit-oriented development and strategically mixing high-quality multifamily and commercial buildings with public areas, retail spaces, and walkable streets, we are working to define neighborhoods that deliver benefits to the environment and our community, as well as long-term value to our shareholders.

We remain committed to transparent reporting of ESG financial and non-financial indicators. We intend to continue publishing an annual ESG report with key performance indicators that are aligned with the Global Reporting Initiative

reporting framework, United Nations Sustainable Development Goals, Sustainability Accounting Standards Board Standards, and recommendations set forth by the Task Force on Climate-Related Financial Disclosures. In 2023, we maintained a carbon neutral operating portfolio for Scope 1 and Scope 2. Carbon neutrality was accomplished first through energy and water efficiency, then the purchase of verified carbon offsets for Scope 1 emissions produced by onsite natural gas consumption and fugitive refrigerant emissions, and the purchase of Green-e RECs for Scope 2 emissions produced by consuming onsite electricity procured by us. (We own three company vehicles with emissions that are less than 0.01% of our carbon footprint and, therefore, are not included in our calculations of carbon neutrality.) Our planned next step toward long-term sustainability includes the development and execution of an offsite renewable energy strategy, which is expected to replace a significant portion of our annual REC purchases, which add renewable energy capacity to the national electrical grid. Our detailed sustainability information, including our strategy, key performance targets and indicators, annual absolute comparisons, achievements and historical ESG reports are available on our website at <https://www.JBGSMITH.com/About/Sustainability>. All energy, water, waste and greenhouse gas emissions data in our ESG report is third-party, limited assurance verified following ISO 14064-3. Our website and the information contained therein or connected thereto are not intended to be incorporated into this Annual Report on Form 10-K.

We focus on operating efficiency, responding to evolving environmental and social trends, and delivering on the needs of our tenants and communities. We have demonstrated the results of this focus by:

- Achieving a 5-star designation in the GRESB Global ESG Benchmark for Real Assets for both diversified operating assets and future development, and being recognized as a 2023 Global Sector Leader - Development - Residential Sector.
- Being named 2023 Nareit Diversified Leader in the Light award winner for sustained ESG excellence.
- Being named a 2023 U.S. Green Building Council Leadership award winner for sustainability leadership in the real estate sector.
- Maintaining an ESG Committee and oversight of environmental and social matters by the Board of Trustees' Corporate Governance & Nominating Committee.
- Being named to Bloomberg's Gender Equality Index.
- Maintaining the diversity of our Board of Trustees, which currently comprises 40% women. Reflecting the strength and diversity of our national labor force, our Board of Trustees has made a long-term commitment to evolve its composition to have equal balance between men and women and to reflect the ethnic diversity of our country.
- Surpassing \$114 million in investor commitments to the JBG SMITH-managed WHI Impact Pool, which raises funds from third parties and, through 2023, has closed \$72.0 million in financing related to the purchase of residential communities containing 2,833 units. We launched the WHI in 2018 in partnership with the Federal City Council to preserve or build between 2,000 and 3,000 units of affordable workforce housing in the Washington, D.C. region.

Our sustainability team works directly with our business units to integrate our ESG principles throughout our operations and investment processes. Our sustainability team is responsible for leading annual ESG reporting efforts, maintaining building certifications, energy, water and waste benchmarking, sustainability strategy development, and implementation and coordination with industry and community partners.

To ensure that our ESG principles are fully integrated into our business practices, our sustainability, human resources, legal, accounting, D&I, and social impact investing teams, as well as members of our management team, provide top-down support for the implementation of ESG initiatives. Our ESG Committee is responsible for ESG improvement initiatives and provides our Board of Trustees' Corporate Governance & Nominating and Audit Committees with periodic updates on ESG strategy. Accomplishments of this group in 2023 include an update to climate-related risks inclusive of physical and transition risks and the potential financial impacts of those risks, and the creation and adoption of human rights and ESG policies.

### *Energy and Water Efficiency and Management*

We believe that the efficient use of natural resources will result in sustainable long-term value and mitigate climate-related risks. By 2030, we have committed to reduce: energy consumption 25%, predicted energy consumption 25%, water consumption 20% and greenhouse gas emissions (Scope 1 and 2) 25%. Further, by 2030, we have committed to increase waste diversion to 60% and verify all assets using green building and health and well-being certifications across our Operating Portfolio and development pipeline. In addition to our 2030 targets, we have a legacy commitment to improve the energy efficiency of our commercial Operating Portfolio by at least 20% over the 10-year period ending in 2024 through the Department of Energy Better Buildings Challenge. We achieve this improvement through real time energy use monitoring. We are tracking a 15% reduction in energy consumption, a 12% reduction in water consumption and a 25% reduction in carbon emissions from our 2018 baseline through 2022. We report progress on these commitments annually in our ESG report.

Our long-term strategy to reduce energy and water consumption includes operational and capital improvements that align with our business plan and contribute to attaining our performance targets. Asset teams review historical performance, conduct energy audits and regularly assess opportunities to achieve efficiency targets. Capital investment planning considers the useful life of equipment, energy and water efficiency, occupant health impacts and maintenance requirements. Asset-level business plans that include energy and water efficiency capital investments were completed in 2023.

Our development strategy focuses on reducing predicted energy and water consumption and embodied carbon, contributing to attaining our performance targets. Development teams use energy, water, and embodied carbon modeling to inform design decisions that best fit each individual building program, adapt to identified climate change conditions for our region, and promote healthy buildings. Since the establishment of performance targets for our development projects, we are tracking an aggregate 25% reduction in predicted energy consumption, 35% reduction in predicted water use and 20% reduction in embodied carbon as of December 31, 2023.

We use green building and health and well-being certifications as a verification tool across our portfolio. These certifications demonstrate our commitment to green, smart, and healthy buildings and verify predicted operational performance. We seek to benchmark 100% of our assets to help inform capital improvement projects. As of December 31, 2023:

- 95% of all operating assets, based on square footage, have earned at least one green building or health and well-being certification:
  - o 3.2 million square feet of LEED Certified Multifamily Space (61%)
  - o 3.3 million square feet of LEED Certified Commercial Space (43%)
  - o 2.7 million square feet of ENERGY STAR Certified Multifamily Space (52%)
  - o 3.9 million square feet of ENERGY STAR Certified Commercial Space (51%)
  - o 7.5 million square feet of BOMA 360 Certified Commercial Space (99%)
  - o 3.8 million square feet of Fitwel Full Building Certified Commercial and Multifamily Space (29%)
  - o 7.3 million square feet of Fitwel Viral Response Module Certified Commercial Space (96%)
- 99.4% of our operating assets' energy and water use are benchmarked

### *Tenant Sustainability Impacts*

Customer service is an integral component of real estate management. Our mission includes creating a unique experience at all our properties where our tenants' needs are our highest priority. We believe in sustainability as a service — by integrating efficiency and conservation into standard operating practices, we engage on topics that are most impactful to our tenants and residents. We are committed to providing a healthy living and working environment for building occupants. We accomplish this goal through monitoring and improving indoor air quality, eliminating toxic chemicals, providing access to nature and daylight, fresh foods, fitness, composting and waste reduction programs.

We are a Green Lease Leader established by the Institute for Market Transformation and the U.S. Department of Energy's Better Buildings Alliance. Green Lease Leaders recognizes companies who use the leasing process to achieve better collaboration between landlords and tenants with the goal of reducing building energy consumption and operating costs. Our standard lease contains a cost recovery clause for resource efficiency-related capital improvements and requires tenants to provide data for measuring, managing, and reporting sustainability performance. This language is included in 100% of our new office and retail leases and renewals.

Nearly all our commercial tenants are metered at the whole building level for their grid electricity and water usage. Many of our retail tenants in multifamily buildings are billed directly for electricity and water. As such, the percentage of our directly sub-metered tenants is very low. In most cases, we receive a bill at the whole building level for grid electricity and water usage, and bill tenants based on the percentage of the building's square footage that they occupy. These tenants are not considered to be separately metered or sub-metered.

#### *Climate Change Resilience*

We take climate change and the associated risks seriously, and we are committed to managing and avoiding the impacts of climate change using science to inform action. We stand with our communities, tenants and shareholders in supporting meaningful solutions that address this global challenge. To develop a more informed view of future climate conditions and further our understanding of the direct climate-related risks to our properties, we have conducted a new climate-related risk assessment (both acute and chronic risks across our operating assets and development pipeline) which addresses both physical and transition climate risk factors, and estimates the financial implications of those modeled risks at the asset level.

#### *Climate Change Risk Management Strategy*

We have aligned our climate-related disclosures with the recommendations of the TCFD. As defined by the TCFD framework, physical risks associated with climate change include acute risks (extreme weather-related events) and chronic risks (such as extreme heat and coastal flooding), and transition risks associated with climate change include policy and legal risks, market and reputation-related risks and decarbonization technology risks.

Our 2023 assessment of climate change risk relied on S&P Global Inc.'s Climonomics modeling tool. The Climonomics methodology projects portfolio level risk exposure as well as individual asset risk exposure over four reference scenarios, or representative concentration pathways, established by the Intergovernmental Panel on Climate Change and across a range of time horizons through 2100. Climonomics' primary output is a risk exposure metric called MAAL. This value is presented as both absolute MAAL (\$ in millions) and relative MAAL (% of total asset or portfolio value). We intend to conduct periodic climate-related risk assessments as the composition of our portfolio changes.

The assessment included all in-service assets, and our development pipeline and landholdings, and included climate events such as hurricane, wildfire, temperature extremes, water stress, drought, fluvial and coastal flooding. The assessment of our portfolio identified fluvial and coastal flooding and temperature extremes (heat stress) as top hazards. We currently have no properties in a Federal Emergency Management Agency hazard designated area.

#### *Asset-Level Risk Management*

We are managing transition risks by benchmarking energy, carbon, water and waste performance at the asset level and review this information with asset management and operations teams quarterly. As a leader in green building, we will continue to make capital investments that enhance building performance and tenant comfort, energy and water efficiency, on-site renewable energy and other decarbonization strategies. We work with our insurance team to benchmark resilience features and develop adaptations for short-term horizons. We aim to develop risk mitigation and physical resilience plans for all assets taking into account the outputs from the Climonomics tool.



### *Carbon-Neutral Operations Strategy*

Our strategy to maintain carbon-neutral operations includes the following steps:

- First and foremost, plan for and deploy energy and water efficiency at all assets.
- Plan for and deploy energy, water, and embodied carbon reductions in the design of our buildings.
- Deploy on-site renewable energy where most impactful.
- Develop and deploy off-site renewable procurement strategies.
- To the extent necessary, offset any remaining emissions by purchasing verified renewable energy credits and carbon offsets.

### *Social Responsibility*

We believe the economic strength of our region is central to sustaining the long-term value of our portfolio. We are committed to the economic development of the Washington D.C. metropolitan area through continued investment in our projects and local communities. We recognize, however, that new development can foster challenging growth dynamics, with matters of social equity at the forefront. We strive to work alongside community members, leaders, and local and federal governments to appropriately respond to these challenges. One of our efforts is the WHI, which we launched in 2018 in partnership with the Federal City Council.

The WHI is a transformational market-driven approach to producing affordable workforce housing and creating sustainable, mixed-income communities. The WHI is a scalable, market-driven model funded by a unique relationship between philanthropy and private investment. As of December 31, 2023, we have invested \$7.7 million of our \$11.2 million commitment in the WHI Impact Pool. The WHI Impact Pool completed fundraising in 2020 with capital commitments totaling \$114.4 million, and has closed \$72.0 million in financing related to the purchase of residential communities containing 2,833 units through December 31, 2023.

To learn more about our ESG initiatives and performance, please visit <https://www.JBGSMITH.com/About/Sustainability> and download our ESG Report. The expected publication date of our 2024 ESG report is April 30, 2024. Our website and the information contained therein or connected thereto are not intended to be incorporated into this Annual Report on Form 10-K.

### *D&I*

We have a comprehensive, multi-year D&I strategy. See "Human Capital" below for further discussion.

### *Governance*

We are engaged in addressing ESG matters, including climate-related matters, at all levels of our organization. Management's role in overseeing, assessing, and managing climate-related risks, opportunities and initiatives is integrated throughout our business units. We have a dedicated team of sustainability professionals focused on ESG matters that coordinate and collaborate across business units and with our Board of Trustees and management, and which advises on environmental sustainability matters and develops and implements related initiatives. In 2022, management established a new ESG Committee to help inform ESG strategy and more robustly advise the Board of Trustees on climate-related risks and opportunities. The ESG Committee is responsible for ensuring compliance with guidelines from the SEC and other regulatory bodies, and assists in establishing our general strategy as it relates to ESG matters that may affect our business, operation, performance or reputation. The ESG Committee reports to the Chief Legal Officer, with oversight provided by the Corporate Governance and Nominating Committee. Co-chairs include our Deputy General Counsel and Senior Vice President of Sustainability, with representation by business leaders from various groups across the organization.



## **Regulatory Matters**

### *Environmental Matters*

Under various federal, state and local laws, ordinances and regulations, a current or former owner or operator of real estate may be liable for conducting or paying for the costs of the investigation, removal or remediation of certain hazardous or toxic substances on that real estate. These laws often impose such liability without regard to whether the owner knew of, or was responsible for, the presence of hazardous or toxic substances, and the liability may be joint and several. The costs of remediation or removal of these substances may be substantial and could exceed the value of the property, and the presence of these substances, or the failure to promptly remediate these substances, may adversely affect the owner's ability to sell or develop the real estate or to borrow using the real estate as collateral. In connection with the ownership and operation of our current and former assets, we may be potentially liable for these costs. The operations of current and former tenants at our assets have involved, or may have involved, the use of hazardous substances or generated hazardous wastes, and indemnities in our lease agreements may not fully protect us from liability, if, for example, a tenant responsible for environmental noncompliance or contamination becomes insolvent. The release of these hazardous substances and wastes could result in us incurring liabilities to remediate any resulting contamination. The presence of contamination or the failure to remediate contamination at our properties may (i) expose us to third-party liability (e.g., for cleanup costs, natural resource damages, bodily injury or property damage), (ii) subject our properties to liens in favor of the government for damages and costs the government incurs in connection with the contamination, (iii) impose restrictions on the manner in which a property may be used or businesses may be operated, or (iv) materially adversely affect our ability to sell, lease or develop the real estate or to borrow using the real estate as collateral. In addition, our assets are exposed to the risk of contamination originating from other sources. While a property owner may not be responsible for remediating contamination that has migrated onsite from an identifiable and viable offsite source, the contaminant's presence can have adverse effects on operations and the redevelopment of our assets. To the extent we arrange for contaminated materials to be sent to other locations for treatment or disposal, we may be liable for the cleanup of those sites if they become contaminated, without regard to whether we complied with environmental laws in doing so.

Most of our assets have been subject, at some point, to environmental assessments that are intended to evaluate the environmental condition of the subject and surrounding assets. These environmental assessments generally have included a historical review, a public records review, a visual inspection of the site and surrounding assets, visual or historical evidence of underground storage tanks and other features, and the preparation and issuance of a written report. Soil, soil vapor and/or groundwater subsurface testing is conducted at our assets, when necessary, to further investigate any issues raised by the initial assessment that could reasonably be expected to pose a material concern to the property or result in us incurring material environmental liabilities as a result of redevelopment. The tests may not, however, have included extensive sampling or subsurface investigations. In each case where the environmental assessments have identified conditions requiring remedial actions required by law, we have initiated appropriate actions. The environmental assessments have not revealed any material environmental contamination that we believe would have a material adverse effect on our overall business, financial condition or results of operations, or that have not been anticipated and remediated during site redevelopment as required by law. Nevertheless, there can be no assurance that the identification of new areas of contamination, changes in the extent or known scope of contamination, the discovery of additional sites or changes in cleanup requirements would not result in significant cost to us.

### *Affordable Housing and Tenant Protection Regulations*

Certain states and municipalities have adopted laws and regulations imposing restrictions on the timing or amount of rent increases and other tenant protections. As of December 31, 2023, approximately 7% of the multifamily units in our Operating Portfolio were designated as affordable housing. In addition, Washington, D.C. and Montgomery County, Maryland have laws that require, in certain circumstances, an owner of a multifamily rental property to allow tenant organizations the option to purchase the building at a market price if the owner attempts to sell the property. We expect to continue operating and acquiring assets in areas that either are subject to these types of laws or regulations or where such laws or regulations may be enacted in the future. Such laws and regulations limit our ability to charge market rents, increase rents, evict tenants or recover increases in our operating expenses and could make it more difficult for us to dispose of assets in certain circumstances.

*The Americans with Disabilities Act and other Federal, State and Local Regulations*

The ADA generally requires that public buildings, including our assets, meet certain federal requirements related to access and use by disabled persons. Noncompliance could result in the imposition of fines by the federal government or the award of damages to private litigants and/or legal fees to their counsel. If, under the ADA, we are required to make substantial alterations and capital expenditures in one or more of our assets, including the removal of access barriers, it could have a material adverse effect on us.

Additionally, our assets are subject to various federal, state and local regulatory requirements, such as state and local fire and life safety requirements. If we fail to comply with these requirements, we could incur fines or private damage awards. We do not know whether existing requirements will change or whether compliance with future requirements will require significant unanticipated expenditures that will affect our cash flow and results of operations.

*Regulation Related to Government Tenants*

As discussed above, the U.S. federal government is a significant tenant. Lease agreements with federal government agencies contain provisions required by federal law, which require, among other things, that the lessor of the property agree to comply with certain rules and regulations, including rules and regulations related to anti-kickback procedures, examination of records, audits and records, equal opportunity provisions, prohibition against segregated facilities, certain executive orders, subcontractor cost or pricing data, and certain provisions intending to assist small businesses. We directly manage assets with federal government agency tenants, which subjects us to additional risks associated with compliance with applicable federal rules and regulations. In addition, there are additional requirements relating to the potential application of equal opportunity provisions and related requirements to prepare written affirmative action plans applicable to government contractors and subcontractors. Some of the factors used to determine whether these requirements apply to a company that is affiliated with the actual government contractor (the legal entity that is the lessor under a lease with a federal government agency) include whether that company and the government contractor are under common ownership, have common management, and are under common control. We own the entity that is the government contractor and the property manager, increasing the risk that requirements of the Employment Standards Administration's Office of Federal Contract Compliance Programs and requirements to prepare affirmative action plans pursuant to the applicable executive order may be determined to be applicable to us. Compliance with these regulations is costly and any increase in regulation could increase our costs, which could have a material adverse effect on us.

**Human Capital**

Our headquarters is located at 4747 Bethesda Avenue, Suite 200, Bethesda, MD 20814. As of December 31, 2023, we had 844 employees.

We believe that our talent is our competitive advantage. To that end, we focus on talent development and succession planning, pay-for-performance, and D&I. We utilize talent management practices in the broadest sense to create an engaging workplace experience for our employees, where they feel valued, respected and supported. Based on our most recent engagement survey, our employees are highly satisfied with their jobs (90% favorable) and feel positive about our D&I efforts and progress (88% favorable).

We are keenly focused on the employee experience and want every person to feel respected for what makes them unique. At the same time, our core values provide a sound structure for finding common ground and working together as a team to deliver the best possible outcomes. In addition to our inclusive culture, our pay equity study results show no systemic disparity in compensation related to race or gender, affirming our strong belief in treating people equitably.

With our hybrid corporate office schedule, flexibility, and emphasis on health and welfare, we offer our employees an environment that enables them to be confident in their in-office experience and demonstrate the energy and excitement that comes from being together and collaborating with coworkers to achieve desirable outcomes. In addition, we are proud to have been recognized by the Washington Post as a "Top Workplace" several times in past years, and are focused on providing a positive employee experience to ensure that we remain an employer of choice.

We continually invest in our employee population, ensuring our employee experience more broadly continues to help us attract and retain the best talent in the industry. The list below is a sampling of offerings that help create a compelling employee experience:

- Streamlined annual performance reviews
- Executive coaching available
- Employee share purchase plan
- Hybrid / flexible work schedules
- Flexible paid time off
- Regular town halls where senior management updates the entire team on recent progress and other important matters
- Employee surveys
- Mentorship and coaching programs to develop and retain talent
- Monthly D&I communications
- Employee roundtable discussions on pertinent current events, workplace issues and teambuilding
- Utilization of JBGS Inclusion Community and Women's Initiative to guide D&I programming and events
- Partnerships with schools and organizations to facilitate recruitment of diverse talent
- Employee referral program
- Generous company subsidy on health-related benefits
- Lunches with Leaders
- Volunteer opportunities

In addition to the above, we have a strong pay-for-performance culture where compensation is tied to both company and individual performance, ensuring that employees are focused on our success, as well as their individual goals. We want our employees to feel aligned with our company vision and enabled to grow in their careers. To that end, we have a strong track record of promoting from within; in 2023, 50% of promotions went to people of color. Consequently, the opportunities for growth and development also help to keep our population engaged and motivated.

2023 continued the evolution of our comprehensive, multi-year D&I strategy. With an ongoing focus on our three strategic pillars – (i) employee development, (ii) engagement and (iii) recruiting – we have made additional progress and have continued to drive cultural and behavioral change. We offered a broad range of events and activities to recognize and celebrate our employees' rich cultural diversity.

We recognize that diversity in our workforce brings valuable perspectives, views and ideas to our organization. We pride ourselves on our strong, collaborative culture, and we strive to create an inclusive and healthy work environment for our employees, which helps us continue to attract innovators to our organization. Our workforce comprises 38% women and 61% people of color, and our senior leadership has 39% women representation. In addition, we were proud to be named to the 2023 Bloomberg Gender Equality Index.

Implementing more inclusive, equitable systems and practices had a significant impact on our ability to identify diverse talent, particularly related to our entry-level recruitment efforts. 100% of 2023 intern hires were from underrepresented groups, and 81% of our new hires at all levels were people of color. In addition, we have continued to expand our strategic partnerships with diverse educational, professional and community organizations to ensure that we are building a strong, diverse pipeline of talent.

#### **Available Information**

Copies of our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports are available free of charge through our website (<https://www.JBGSMTIH.com>) as soon as

reasonably practicable after they are electronically filed with, or furnished to, the SEC. Also available on our website are copies of our Audit Committee Charter, Compensation Committee Charter, Corporate Governance and Nominating Committee Charter, Code of Business Conduct and Ethics and Corporate Governance Guidelines. In the event of any changes to these charters or the code or guidelines, changed copies will also be made available on our website. Copies of these documents are also available directly from us free of charge. Our website also includes other financial information, including certain financial measures not in compliance with GAAP, none of which is a part of this Annual Report on Form 10-K. Copies of our filings under the Exchange Act are also available free of charge from us, upon request.

## ITEM 1A. RISK FACTORS

*You should carefully consider the following risks in evaluating our company and our common shares. If any of the following risks were to occur, our business, prospects, financial condition, results of operations, cash flow, and the ability to make distributions to our shareholders could be materially and adversely affected, which we refer to herein collectively as a "material adverse effect on us," the per share trading price of our common shares could decline significantly, and you could lose all or part of your investment. Some statements in this Form 10-K, including statements in the following risk factors, constitute forward-looking statements. Refer to the section entitled "Cautionary Statement Concerning Forward-Looking Statements" for additional information regarding these forward-looking statements.*

### Risks Related to Our Business and Operations

***A material portion of our portfolio comprises office assets, which have generally experienced a decrease in demand and may experience a further decrease in demand that could have a material adverse effect on us. Furthermore, the decline in the attractiveness of office assets, particularly combined with a lack of transactional activity and the current challenging capital markets could delay our capital recycling plans and our planned transition to majority multifamily.***

A material portion of our portfolio comprises office assets, which, due to the increase in work-from-home policies and practices, have generally experienced a decrease in demand and may experience a further decrease in demand as some tenants do not renew leases as they expire or renew space with a smaller footprint, which could have a material adverse effect on us. Demand for office space in the Washington, D.C. metropolitan area and nationwide, including in our portfolio, has declined and may continue to decline due to increased usage of teleworking arrangements and more flexible work-from-anywhere policies leading to reconsiderations regarding amount of square footage needed (e.g. certain tenants have reduced their leased square footage or advised us of their intention to do so), and cost cutting resulting from the pandemic, which could lead to continued lower office occupancy (as of December 31, 2023, 25.7% of our commercial and retail leases at our share, based on square footage, were scheduled to expire in 2024 or had month-to-month terms, and 6.8% were scheduled to expire in 2025), and new leasing has been slow to recover and will likely continue to lag due to delayed return-to-office plans and decision-making related to future office utilization. Furthermore, the decline in the attractiveness of office assets, particularly combined with a lack of transactional activity and the current challenging capital markets could delay our capital recycling plans and our plan to transition to a portfolio comprising a majority of multifamily assets. Finally, a key demand driver in National Landing is the presence of Amazon's headquarters, Phase I of which was completed in 2023. Phase II has not yet commenced construction due to a pause announced by Amazon; if Amazon determines to further delay construction, reduce the size of Phase II, or otherwise shrink its footprint in National Landing, that could have a material adverse impact on our plans for National Landing.

***Our portfolio of assets is geographically concentrated in Washington, D.C. metropolitan area submarkets, and particularly concentrated in National Landing, which makes us susceptible to adverse economic and other conditions such that an economic downturn affecting this area could have a material adverse effect on us.***

We are particularly susceptible to adverse economic or other conditions in the Washington D.C. metropolitan market (such as periods of economic slowdown or recession, business layoffs or downsizing, industry slowdowns, actual or anticipated federal government shutdowns, uncertainties related to federal elections, relocations of businesses, increases in real estate and other taxes, actual or perceived increases in retail theft and other crime, imposed curfews or states of security, and the cost of complying with governmental regulations or increased regulation), as well as to natural disasters (including earthquakes, floods, storms and hurricanes), utility outages (including electricity and drinking water), potentially adverse effects of climate change and other disruptions that occur in this market (such as terrorist activity or threats of terrorist activity and other events), any of which may have a greater impact on the value of our assets or on our operating results than if we owned a more geographically diverse portfolio.

Additionally, acts of violence, including terrorist attacks in the Washington, D.C. metropolitan area could directly or indirectly damage our assets, both physically and financially, or cause losses that materially exceed our insurance coverage. Properties that are occupied by federal government tenants may be more likely to be the target of a future attack. Moreover, the same risks that apply to the Washington, D.C. metropolitan area as a whole also apply to the individual submarkets where our assets are located. National Landing makes up more than half of our portfolio based on square footage at our share. Portions of our markets, including National Landing, have underperformed other markets in the region with respect to rent growth and occupancy. Any adverse economic or other conditions in the Washington, D.C. metropolitan area and our submarkets, especially National Landing, or any decrease in demand for multifamily, office or retail assets could have a material adverse effect on us.

***Our assets and the property development market in the Washington, D.C. metropolitan area are dependent on an economy that is heavily reliant on federal government spending and use of office assets, and any actual or anticipated curtailment of such spending could have a material adverse effect on us.***

Any curtailment of federal government spending, whether due to a change of presidential administration or control of Congress, federal government sequestrations, furloughs or shutdowns, a slowdown of the U.S. and/or global economy, any change in federal government agencies work-from-home policies or uses of office space or other factors, could have an adverse impact on real estate values and property development in the Washington, D.C. metropolitan area, on demand and willingness to enter into long-term contracts for office space by the federal government and companies dependent upon the federal government, as well as on occupancy rates and annualized rents of multifamily and retail assets by occupants or patrons whose employment is by or related to the federal government. For instance, certain of our GSA tenants reduced their leased square footage. Any such curtailments in federal spending or changes in federal leasing policy could occur in the future, which could have a material adverse effect on us.

***We have significant exposure to Amazon and the National Landing submarket .***

The impact of Amazon's headquarters in National Landing is difficult to forecast and quantify and may differ from what we, financial or industry analysts or investors anticipate and have anticipated since Amazon's November 2018 announcement that it had selected sites in National Landing as the location of its new headquarters. We have significant exposure to Amazon, both as a result of their status as a tenant and as a result of fees we expect to continue to receive from them as developer, property manager, and retail leasing agent for the company's new headquarters at National Landing. As of December 31, 2023, we have leases with Amazon across five office buildings in National Landing totaling approximately 927,000 square feet with annualized rent totaling \$41.6 million, of which 191,000 square feet are month-to-month and 378,000 square feet expire in 2024. Of the month-to-month leases and leases expiring in 2024, 444,000 square feet represent the entirety of 1800 South Bell Street and 2100 Crystal Drive. 1800 South Bell Street was taken out of service in the first quarter of 2024, and we plan to take 2100 Crystal Drive out of service when Amazon vacates in the second quarter of 2024. If Amazon invests less than the announced amounts in National Landing or makes such investment over a longer period than anticipated, if its business prospects decline, if it reduces the size of its workforce in National Landing below initially anticipated levels or further delays hiring or if it leases, releases or develops less square footage than anticipated, our ability to achieve the benefits associated with Amazon's headquarters location in National Landing could be adversely affected. If we, Virginia Tech, Amazon, federal, state and local governments do not make the anticipated investments, including infrastructure investments, that would directly benefit National Landing, we could be adversely affected. Furthermore, Amazon's headquarters may not have the anticipated collateral financial effect on the National Landing submarket. If we do not achieve the perceived benefits of such location as rapidly or to the extent anticipated by us, financial or industry analysts or investors, we and potentially the market price of our common shares could be adversely affected. If we are unable to re-lease that space at attractive rents, it could have a material adverse effect on us and the market price of our common shares. Additionally, if the Virginia Tech Innovation Campus reduces its contemplated size, further delays its opening, or does not have the anticipated collateral financial effect, or if any of our other key demand drivers in National Landing fail to materialize, it could have a material adverse effect on us.

***We derive a significant portion of our revenue from U.S. federal government tenants, and we may face additional risks and costs associated with directly managing assets occupied by government tenants.***

For the year ended December 31, 2023, 23.0% of the rental revenue from our commercial segment was generated by rentals to federal government tenants, and federal government tenants historically have been a significant source of new leasing for us. For the year ended December 31, 2023, GSA was our largest single tenant, with 37 leases comprising 22.7%

of total annualized rent at our share. The occurrence of events that have a negative impact on the demand for federal government office space, such as a decrease in federal government payrolls or a change in policy that prevents governmental tenants from renting our office space, would have a much larger adverse effect on our revenue than a corresponding occurrence affecting other categories of tenants. Additionally, a federal government shutdown could delay or prevent us from collecting rent payments from our federal government tenants. If demand for federal government office space were to decline, it would be more difficult for us to lease our buildings and could reduce overall market demand and corresponding rental rates, all of which could have a material adverse effect on us. For example, we have been notified by various GSA tenants that they are vacating their space totaling approximately 293,000 square feet in 2024. Lease agreements with these federal government agencies contain provisions required by federal law, which require, among other things, that the lessor of the property agree to comply with certain rules and regulations, including rules and regulations related to audits and records and subcontractor cost or pricing data. In addition, there are additional requirements relating to the potential application of equal opportunity provisions and related requirements to prepare written affirmative action plans applicable to government contractors and subcontractors. Some of the factors used to determine whether these requirements apply to a company that is affiliated with the actual government contractor (the legal entity that is the lessor under a lease with a federal government agency) include whether such company and the government contractor are under common ownership, have common management, and are under common control. We own the entity that is the government contractor and the property manager, increasing the risk that requirements of the Employment Standards Administration's Office of Federal Contract Compliance Programs and requirements to prepare affirmative action plans pursuant to the applicable executive order may be determined to be applicable to us. Compliance with these regulations is costly and any increase in regulation could increase our costs, which could have a material adverse effect on us.

***We are exposed to risks associated with real estate development and redevelopment, such as unanticipated expenses, delays and other contingencies, any of which could have a material adverse effect on us.***

Real estate development and redevelopment activities are a critical element of our business strategy, and we expect to engage in such activities with respect to several of our properties and with properties that we may acquire in the future. To the extent that we do so, we will continue to be subject to risks, including, without limitation:

- construction or redevelopment costs of a project may exceed original estimates, possibly making the project less profitable than originally estimated, or unprofitable;
- inflation could increase the costs of construction and development projects, which could decrease the yield on such projects, delaying their commencement or resulting in fewer such pursuits. In 2023, these conditions made new development starts infeasible;
- time required to complete the construction or redevelopment of a project or to lease-up the completed project may be greater than originally anticipated, thereby adversely affecting our cash flow and liquidity;
- contractor, subcontractor and supplier disputes, strikes, labor disputes or shortages, weather conditions or supply disruptions (including those related to the supply chain);
- failure to achieve expected occupancy and/or rent levels within the projected time frame, if at all;
- delays with respect to obtaining, or the inability to obtain, necessary zoning, occupancy, land use and other governmental permits, and changes in zoning and land use laws;
- occupancy rates and rents of a completed project may not be sufficient to make the project profitable;
- incurrence of design, permitting and other development costs for opportunities that we ultimately abandon;
- the ability of prospective real estate venture partners or buyers of our properties to obtain financing; and
- the availability and pricing of financing to fund our development activities on favorable terms or at all.

These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent the initiation or the completion of development or redevelopment activities, any of which could have a material adverse effect on us.

***Partnership or real estate venture investments could be adversely affected by our lack of sole decision-making authority, our reliance on partners' or co-venturers' financial condition and disputes between us and our partners or co-venturers, which could have a material adverse effect on us.***

As of December 31, 2023, 7.2% of our assets measured by total square feet at our share was held through real estate ventures, and we expect to co-invest in the future with other third parties through partnerships, real estate ventures or other entities, acquiring noncontrolling interests in or sharing responsibility for managing the affairs of a property, partnership, real estate venture or other entity. In particular, we may use real estate ventures as a significant source of equity capital to fund our development strategy. Consequently, with respect to any such third-party arrangement, we would not be in a position to exercise sole decision-making authority regarding the property, partnership, real estate venture or other entity, or structure of ownership and may, under certain circumstances, be exposed to risks not present were a third party not involved, including the possibility that partners or co-venturers might become bankrupt or fail to fund their share of required capital contributions, and we may be forced to make contributions to maintain the value of the property. Partners or co-venturers may have economic or other business interests or goals that are inconsistent or in direct conflict with our business interests or goals and may be in a position to take action or withhold consent contrary to our policies or objectives. These investments may also have the potential risk of impasses on decisions, such as a sale, because neither we nor the partner or co-venturer would have full control over the partnership or real estate venture. We and our respective partners or co-venturers may each have the right to trigger a buy-sell right or forced sale arrangement, which could cause us to sell our interest, or acquire our partners' or co-venturers' interest, or to sell the underlying asset, either on unfavorable terms or at a time when we otherwise would not have initiated such a transaction. In addition, a sale or transfer by us to a third party of our interests in the partnership or real estate venture may be subject to consent rights or rights of first refusal in favor of our partners or co-venturers, which would in each case restrict our ability to dispose of our interest in the partnership or real estate venture. Where we are a limited partner or non-managing member in any partnership or limited liability company, if the entity takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in that entity, including by contributing our interest to a subsidiary of ours that is subject to corporate level income tax. Disputes between us and partners or co-venturers may result in litigation or arbitration that would increase our expenses and prevent our officers and/or trustees from focusing their time and effort on our business. In addition, we may in certain circumstances be liable for the actions of our third-party partners or co-venturers. Our real estate ventures may be subject to debt, and the refinancing of such debt may require equity capital calls. Furthermore, any cash distributions from real estate ventures will be subject to the operating agreements of the real estate ventures, which may limit distributions, the timing of distributions or specify certain preferential distributions among the respective parties. The occurrence of any of the risks described above could have a material adverse effect on us.

***We depend on major tenants in our commercial portfolio, and the bankruptcy, insolvency or inability to pay rent of any of these tenants could have a material adverse effect on us.***

As of December 31, 2023, the 20 largest office and retail tenants in our Operating Portfolio represented 61.7% of our share of total annualized office and retail rent. In many cases, through tenant improvement allowances and other concessions, we have made substantial upfront investments in leases with our major tenants that we may not recover if they fail to pay rent through the end of the lease term. The inability or failure of a major tenant to pay rent, or the bankruptcy or insolvency of a major tenant, may adversely affect the income produced by our Operating Portfolio. Additionally, we may experience delays in enforcing our rights as landlord due to federal, state and local laws and regulations and may incur substantial costs in protecting our investment. Any such event could have a material adverse effect on us.

***We derive a significant portion of our revenue from five of our assets.***

As of December 31, 2023, five of our assets in the aggregate generated 26.1% of our share of annualized rent. The occurrence of events that have a negative impact on one or more of these assets, such as a natural disaster that damages one or more of these assets, would have a much larger adverse effect on our revenue than a corresponding occurrence affecting a less significant property. A substantial decline in the revenue generated by one or more of these assets could have a material adverse effect on us.

***Our Placemaking depends in significant part on a retail component, which frequently involves retail assets embedded in or adjacent to our multifamily assets and/or commercial assets, making us subject to risks that affect the retail environment generally, such as competition from discount and online retailers, weakness in the economy, fluctuations in foot traffic, pandemics, a decline in consumer spending and the financial condition of major retail tenants, any of***



***which could adversely affect market rents for retail space and the willingness or ability of retailers to lease space in our retail assets.***

If our retail assets lose tenants, whether to the proliferation of online businesses and discount retailers, a decline in general economic conditions and consumer spending or otherwise, it could have a material adverse effect on us. If we fail to reinvest in and redevelop our assets to maintain their attractiveness to retailers and shoppers, then retailers or shoppers may perceive that shopping at other venues or online is more convenient, cost-effective or otherwise more attractive, which could negatively affect our ability to rent retail space at our assets. In addition, some of our assets depend on anchor or major retail tenants and/or occupancy in surrounding offices to attract shoppers and could be adversely affected by the loss of, or a store closure by, one or more of these tenants or changes to in-office policies of surrounding businesses. Any of the foregoing factors could adversely affect the financial condition of our retail tenants, the willingness of retailers to lease space from us, and the success of our Placemaking, which could have a material adverse effect on us.

***The loss of one or more members of our senior management team could adversely affect our ability to manage our business and to implement our growth strategies or could create a negative perception in the capital markets.***

Our success and our ability to implement and manage anticipated future growth depend, in large part, upon the efforts of our senior management team. Members of our senior management team have national or regional industry reputations that attract business and investment opportunities and assist us in negotiations with lenders, existing and potential tenants and other industry participants. The loss of services of one or more members of our senior management team, or our inability to attract and retain similarly qualified personnel, could adversely affect our business, diminish our investment opportunities and weaken our relationships with lenders, business partners, existing and prospective tenants and industry participants, which could have a material adverse effect on us.

***The actual density of our development pipeline and/or any development parcel may not be consistent with our estimated potential development density.***

As of December 31, 2023, we estimate that our 17 assets in the development pipeline will total 10.8 million square feet (8.8 million square feet at our share) of estimated potential development density. The potential development density estimates for our development pipeline and/or any particular development parcel are based solely on our estimates, using data available to us, and our business plans as of December 31, 2023. The actual density of our development pipeline and/or any development parcel may differ substantially from our estimates based on numerous factors, including our inability to obtain necessary zoning, land use and other required entitlements, legal challenges to our plans by activists and others, as well as building, occupancy and other required governmental permits and authorizations, and changes in the entitlement, permitting and authorization processes that restrict or delay our ability to develop, redevelop or use our development pipeline at anticipated density levels. We can provide no assurance that the actual density of our development pipeline and/or any development parcel will be consistent with our estimated potential development density.

***The occurrence of cyber incidents, or a deficiency in our cybersecurity, or the cybersecurity of our service providers, could negatively impact our business by causing a disruption to our operations, a compromise or corruption of our confidential information, regulatory enforcement and other legal proceedings, and/or damage to our business relationships, all of which could negatively impact our financial results.***

A cyber incident is any intentional or unintentional adverse event that threatens the confidentiality, integrity, or availability of our information resources and can include unauthorized persons gaining access to systems to disrupt operations, corrupting data or stealing confidential information. The risk of a cyber incident or disruption, including by computer hackers, foreign governments and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks have increased globally. As our reliance on technology increases, so do the risks posed to our systems – both internal and external. Our primary risks that could directly result from the occurrence of a cyber incident are theft of assets; operational interruption; reputational damage; stolen funds; regulatory enforcement, lawsuits and other legal proceedings; damage to our relationships with our tenants; and private data exposure. A significant and extended disruption could damage our business or reputation, cause a loss of revenue, have an adverse effect on tenant relations, cause an unintended or unauthorized public disclosure, or lead to the misappropriation of proprietary, personally identifying, and confidential information, any of which could result in us incurring significant expenses to resolve these kinds of issues. Although we have implemented processes, procedures and controls to help mitigate the risks associated with a cyber incident, there can be no assurance that these measures will be sufficient for all possible situations. Even security measures



that are appropriate, reasonable and/or in accordance with applicable legal requirements may not be sufficient to protect the information we maintain. Unauthorized parties, whether within or outside our company, may disrupt or gain access to our systems, or those of third parties with whom we do business, through human error, misfeasance, fraud, trickery, or other forms of deceit, including break-ins, use of stolen credentials, social engineering, phishing, computer viruses or other malicious codes, and similar means of unauthorized and destructive tampering. A successful attack on one of our service providers could result in a compromise of our own network, theft of our data, legal obligations or liabilities, deployment of ransomware or a disruption in our supply chain or of services upon which we rely. Even the most well protected information, networks, systems and facilities remain potentially vulnerable because the techniques used in such attempted cyber incidents evolve and generally are not recognized until they have been launched against a number of targets. Accordingly, we may be unable to anticipate these techniques or to implement adequate security barriers or other preventative measures, making it impossible for us to entirely mitigate this risk. If any of the foregoing risks materialize, it could have a material adverse effect on us.

***Pandemics and other health concerns, including COVID-19, could have a negative effect on our business, results of operations, cash flows and financial condition.***

Pandemics, including COVID-19, as well as both future widespread and localized outbreaks of infectious diseases and other health concerns, and the measures taken to prevent the spread or lessen the impact, could cause a material disruption to multifamily and office industry or the economy as a whole. The impacts of such events could be severe and far-reaching, and may impact our operations in several ways. Additionally, pandemic outbreaks could lead governments and other authorities around the world, including federal, state and local authorities in the United States, to impose new or heightened measures intended to mitigate its spread, including restrictions on freedom of movement and business operations such as issuing guidelines, travel bans, border closings, business closures, quarantine orders, and orders not allowing the collection of rents, rent increases, or eviction of non-paying tenants. In the event of a decline in business activity and demand for real estate transactions, our ability or desire to grow or diversify our portfolio could be affected. Additionally, local and national authorities could extend or re-implement certain measures imposing restrictions on our ability to enforce contractual rental obligations upon our residents and tenants. Unanticipated costs and operating expenses coupled with decreased anticipated and actual revenue as a result of compliance with regulations, could negatively impact our business, results of operations, cash flow, and overall financial condition and/or our ability to satisfy certain REIT-related requirements.

The full extent of the impact of a pandemic on our business is largely uncertain and dependent on a number of factors beyond our control, and we are not able to estimate with any degree of certainty the effect a pandemic, or measures intended to curb its spread, could have on our business, results of operations, financial condition and cash flows. Moreover, many of the other risk factors described herein could be more likely to impact us as a result of a pandemic or measures intended to curb its spread.

***Increased focus on our ESG business values may constrain our business operations, impose additional costs and expose us to new risks that could have a material adverse effect on us.***

Our business values integrate environmental sustainability, social responsibility, D&I and strong governance practices throughout our organization—these types of ESG matters have become increasingly important to investors and other stakeholders. Some investors may use these factors to determine their investment strategies, while current and potential employees and business partners may consider these factors when considering relationships with us. Certain organizations that provide corporate risk and corporate governance advisory services to investors have developed scores and ratings to evaluate companies based upon ESG metrics, and investors may consider a company's score as a factor in making an investment decision. There can be no assurance that our focus on our ESG business values will be well regarded by investors, particularly since the criteria by which companies are rated for their ESG efforts may change. Additionally, focus and activism related to ESG matters may constrain our business operations or increase expenses, and we may face reputational damage if our corporate responsibility initiatives do not meet the standards set by various constituencies, including those of third-party providers of corporate responsibility ratings and reports. A low ESG score could result in a negative perception of us, exclusion of our securities from consideration by certain investors and/or cause investors to reallocate their capital away from us, each of which could have an adverse impact on the price of our securities.

As we continue to integrate environmental sustainability, social responsibility, D&I and strong governance practices throughout our organization, we could also be criticized by ESG detractors for the scope or nature of our ESG initiatives

or goals. We could also encounter negative reactions from governmental actors (such as anti-ESG legislation or retaliatory legislative treatment), tenants and residents, that that could have a material adverse effect on us.

***We face risks related to the real estate industry.***

As a REIT we are subject to significant risks related to the real estate industry, any of which could have a material adverse effect on us. These include, among other things:

- The value of real estate fluctuates depending on conditions in the general economy and the real estate business. Additionally, adverse changes in these conditions may result in a decline in rental revenue, sales proceeds and occupancy levels at our assets and adversely impact our revenue and cash flows. If rental revenue, sales proceeds and/or occupancy levels decline, we generally would expect to have less cash available to pay indebtedness and for distribution to shareholders. In addition, some of our major expenses, including mortgage loan payments, real estate taxes and maintenance costs generally do not decline when the related rents decline.
- The cost and availability of credit may be adversely affected by illiquid credit markets and wider credit spreads, and our inability or the inability of our tenants to timely refinance maturing liabilities to meet liquidity needs may materially affect our financial condition and results of operations. Additionally, mortgage loan obligations expose us to risk of foreclosure and the loss of properties subject to such obligations.
- It may be difficult to buy and sell real estate quickly, or we or potential buyers of our assets may experience difficulty in obtaining financing, which may limit our ability to vary our portfolio promptly in response to changes in economic or other conditions. Additionally, we may be unable to identify, negotiate, finance or consummate acquisitions of properties, or acquire properties on favorable terms, or at all.
- The composition of our portfolio by asset type is likely to continue to change over time, which could expose us to different asset class risks than if our portfolio composition remained static, and we may be adversely affected by trends in the asset classes we currently own.
- We may not be able to control the operating expenses associated with our properties, which include real estate taxes, insurance, loan payments, maintenance, and costs of compliance with governmental regulation, or our operating expenses may remain constant or increase, even if our revenue does not increase, which could have a material adverse effect on us.
- Macroeconomic trends, including increases in inflation and interest rates, could have a material adverse effect on us, as well as our tenants, which may adversely impact our business, financial condition and results of operations.
- We may be unable to renew leases, lease vacant space or re-let space as leases expire, or do so on favorable terms, which could have a material adverse effect on us. As of December 31, 2023, leases representing 25.7% of our share of the office and retail square footage in our Operating Portfolio were scheduled to expire in 2024 or have month-to-month terms, 6.8% were scheduled to expire in 2025, and 14.4% of our share of the square footage of the assets in our commercial portfolio was unoccupied and not generating rent. We may find it necessary to make rent or other concessions and/or significant capital expenditures to improve our assets to retain and attract tenants.
- We may be unable to maintain or increase our occupancy and revenue at certain multifamily, commercial and other assets due to an increase in supply, more favorable terms offered by competitors, and/or deterioration in our markets.
- Increased affordability of residential homes and other competition for tenants of our multifamily properties could affect our ability to retain current residents of our multifamily properties, attract new ones or increase or maintain rents, which could adversely affect our results of operations and our financial condition.
- We may from time to time be subject to litigation, which may significantly divert the attention of our officers and/or trustees and result in defense costs, settlements, fines or judgments against us, some of which are not, or cannot be, covered by insurance, any of which could have a material adverse effect on us. For example, we are currently a defendant in an antitrust lawsuit, brought by the Washington, D.C. Attorney General, involving RealPage, which is one of our vendors, alleging that RealPage and lessors of multifamily residential real estate conspired, principally in connection with the alleged use of RealPage revenue management systems, to artificially inflate the rental rates for multifamily residential real estate above competitive levels.
- We own leasehold interests in certain land on which some of our assets are located. If we default under the terms

of any of these ground leases, we may be liable for damages and could lose our leasehold interest in the property or our option to purchase the underlying fee interest in such asset. In addition, unless we purchase the underlying fee interests in the land on which a particular property is located, we will lose our right to operate the property or we will continue to operate it at much lower profitability, which would significantly adversely affect our results of operations. In addition, if we are perceived to have breached the terms of a ground lease, the fee owner may initiate proceedings to terminate the lease.

- Our assets may be subject to impairment losses, which could have a material adverse effect on our results of operations.
- Climate change, including rising sea levels, flooding, prolonged periods of extreme temperature or other extreme weather, and changes in precipitation and temperature, may result in physical damage to, or a total loss of, our assets located in areas affected by these conditions, including those in low-lying areas close to sea level, such as National Landing, and/or decreases in demand, rent from, or the value of those assets. In addition, we may incur material costs to protect these assets, including increases in our insurance premiums as a result of the threat of climate change, or the effects of climate change may not be covered by our insurance policies. Furthermore, changes in federal and state legislation and regulations on climate change could result in increased utility expenses and/or increased capital expenditures to improve the energy efficiency and reduce carbon emissions of our properties in order to comply with such regulations or result in fines for non-compliance. Any of the foregoing could have a material and adverse effect on us.

***We may incur significant costs to comply with environmental laws, and environmental contamination may impair our ability to lease and/or sell real estate.***

Our operations and assets are subject to various federal, state and local laws and regulations concerning the protection of the environment including air and water quality, hazardous or toxic substances and health and safety. Under some environmental laws, a current or previous owner or operator of real estate may be required to investigate and clean up hazardous or toxic substances released at a property. The owner or operator may also be held liable to a governmental entity or to third parties for property damage or personal injuries and for investigation and clean-up costs incurred by those parties because of the contamination. These laws often impose liability without regard to whether the owner or operator knew of the release of the substances or caused such release. The presence of contamination or the failure to remediate contamination may (i) expose us to third-party liability (e.g., for cleanup costs, natural resource damages, bodily injury or property damage), (ii) subject our properties to liens in favor of the government for damages and costs the government incurs in connection with the contamination, (iii) result in restrictions on the manner in which a property may be used or businesses may be operated, or (iv) impair our ability to sell or lease real estate or to borrow using the real estate as collateral. To the extent we send contaminated materials to other locations for treatment or disposal, we may be liable for cleanup of those sites if they become contaminated. Other laws and regulations govern indoor and outdoor air quality including those that can require the abatement or removal of asbestos-containing materials in the event of damage, demolition, renovation or remodeling, and also govern emissions of and exposure to asbestos fibers in the air. The maintenance and removal of lead paint and certain electrical equipment containing polychlorinated biphenyls (PCBs) are also regulated by federal and state laws. We are also subject to risks associated with human exposure to chemical or biological contaminants such as molds, pollens, viruses and bacteria which, above certain levels, can be alleged to be connected to allergic or other health effects and symptoms in susceptible individuals. Our predecessor companies may be subject to similar liabilities for activities of those companies in the past. We could incur fines for environmental noncompliance and be held liable for the costs of remedial action with respect to the foregoing regulated substances or related claims arising out of environmental contamination or human exposure at or from our assets. Most of our assets have been subjected to varying degrees of environmental assessment at various times. To date, these environmental assessments have not revealed any environmental condition material to our business. However, identification of new compliance concerns or undiscovered areas of contamination, changes in the extent or known scope of contamination, human exposure to contamination or changes in cleanup or compliance requirements could result in significant costs to us. In addition, we may become subject to costs or taxes, or increases therein, associated with natural resource or energy usage (such as a "carbon tax"). These costs or taxes could increase our operating costs and decrease the cash available to pay our obligations or distribute to equity holders.

***Increasingly competitive labor markets and our need to provide additional incentives to remain competitive in our hiring and retention efforts may hurt our ability to effectively operate our business and have a negative effect on our business, results of operations, cash flows, and financial condition.***

Our success depends on our ability to continue to attract, retain and motivate qualified personnel, but we may not be able to do so on acceptable terms or at all. Recently, the U.S. job market has experienced labor shortages, resulting in intense competition for retaining and hiring skilled employees. Additionally, the competitive labor conditions have significantly increased compensation expectations for our existing and prospective personnel. If we are unable to hire and retain qualified personnel as required for our operations, our business, results of operations, cash flows and financial condition could be adversely affected.

#### **Risks Related to the Capital Markets and Related Activities**

##### ***We face risks related to our common shares .***

These risks include, among other things, the risk that an economic downturn or a deterioration in the capital markets may materially affect the value of our equity securities; the absence of any guarantee or certainty regarding the timing, amount, or payment of future dividends on our common shares; the risk of dilution of ownership in our company due to certain actions taken by us; the risk that future offerings of debt or preferred equity securities, which would be senior to our common shares upon liquidation, and in the case of preferred equity securities may be senior to our common shares for purposes of dividend distributions or upon liquidation, may adversely affect the per share trading price of our common shares; and the risk that the announcement of a material acquisition may result in a rapid and significant decline in the price of our common shares. If any of the foregoing risks materialize, it could have a material adverse effect on us.

##### ***We have a substantial amount of indebtedness, and our debt agreements include restrictive covenants and other requirements, which may limit our financial and operating activities, our future acquisition and development activities, or otherwise affect our financial condition.***

As of December 31, 2023, we had \$2.6 billion aggregate principal amount of consolidated debt outstanding, and our unconsolidated real estate ventures had \$235.0 million aggregate principal amount of debt outstanding (\$68.0 million at our share), resulting in a total of \$2.6 billion aggregate principal amount of debt outstanding at our share. A portion of our outstanding debt is guaranteed by JBG SMITH LP. Our cash flow from operations may be insufficient to meet our required debt service and payments of principal and interest on borrowings may leave us with insufficient cash resources to operate our assets or to pay the dividends currently contemplated. Additionally, our debt agreements include customary restrictive covenants, that, among other things, restrict our ability to incur additional indebtedness, to engage in material asset sales, mergers, consolidations and acquisitions, and to make capital expenditures, and some of our debt agreements also include requirements to maintain financial ratios. Our ability to borrow is subject to compliance with these and other covenants, and failure to comply with our covenants could cause a default under the applicable debt instrument, and we may then be required to repay such debt with capital from other sources or give possession of a property to the lender. Any of the foregoing could affect our ability to obtain additional funds as needed, or on favorable terms, which could, among other things, adversely affect our ability to meet operational needs or to finance our future acquisition and development activities.

##### ***We may not be able to obtain capital to make investments.***

We are primarily dependent on external capital to fund the expected growth of our business. Our access to debt or equity capital depends on the willingness of third parties to lend or make equity investments and on conditions in the capital markets generally. There can be no assurance that new capital will be available or available on acceptable terms.

Our future development plans are capital intensive. To complete these plans, we anticipate funding construction and development through asset sales, real estate ventures with third parties, recapitalizations of assets, and public or private securities offerings, or a combination thereof. Similarly, these plans require a significant amount of debt financing which subjects us to additional risks, such as rising interest rates. For information about our available sources of funds, see "Management's Discussion and Analysis of Financial Condition and Results of Operations-Liquidity and Capital Resources" and the notes to the consolidated financial statements included herein.

***We are subject to interest rate risk, which could increase our interest expense, increase the cost to refinance and increase the cost of issuing new debt.***

As of December 31, 2023, \$670.6 million of our outstanding consolidated debt was subject to instruments that bear interest at variable rates, and we may continue to incur indebtedness that bears interest at variable interest rates. While some of this debt is protected against interest rate increases above specified rates via interest rate cap agreements, the remainder does not benefit from such arrangements. Further, we may borrow money at variable interest rates in the future without the benefit of associated hedges and caps. With respect to these unhedged amounts, increases in interest rates would increase our interest expense under these instruments, increase the cost of refinancing these instruments or issuing new debt, and adversely affect our cash flow and our ability to service our indebtedness and make distributions to our shareholders, which could, in turn, adversely affect the market price of our common shares. We may enter into hedging transactions to protect ourselves from the effects of interest rate fluctuations on floating rate debt. As of December 31, 2023, our hedging transactions included interest rate cap agreements, which covered \$466.1 million of our outstanding consolidated debt, a significant portion of which is with one counterparty, which also exposes us to counterparty risk. Interest rate hedging can be expensive, particularly during periods of rising and volatile interest rates, which could reduce the overall returns on our investments. Moreover, there can be no assurance that our hedging arrangements will qualify as highly effective hedges under applicable accounting standards. Furthermore, should we desire to terminate a hedging agreement, there could be significant costs and cash requirements. Additionally, we are required to maintain interest rate cap agreements under certain of our variable rate debt agreements. Renewing, extending or entering into new interest rate cap agreements in a rising and volatile interest rate environment may cause us to incur significant upfront costs. Finally, the REIT provisions of the Code impose certain restrictions on our ability to use hedges, swaps and other types of derivatives to hedge our liabilities. Any of the foregoing could increase our interest expense, increase the cost to refinance and increase the cost of issuing new debt.

**Risks and Conflicts of Interest Related to Our Organization and Structure**

***Tax consequences to holders of OP Units upon a sale of certain of our assets may cause the interests of our senior management to differ from your own.***

Some holders of OP Units, including some members of our senior management, may suffer different and more adverse tax consequences than holders of our common shares upon the sale of certain of the assets owned by JBG SMITH LP, and therefore these holders may have different objectives regarding the material terms of any sale or refinancing of certain assets, or whether to sell such assets at all.

***Certain of our trustees and executive officers may have actual or potential conflicts of interest, including because of their previous or continuing equity interest in, or positions at JBG, including trustees and members of our senior management, who have an ownership interest in the JBG Legacy Funds and own carried interests in certain JBG Legacy Funds and in certain of our real estate ventures that entitle them to receive additional compensation if certain funds or real estate ventures achieve certain return thresholds.***

Some of our trustees and executive officers are persons who were employees of JBG, and they own equity interests in certain JBG Legacy Funds and related entities. Ownership of interests in the JBG Legacy Funds and current or past service as a managing member, at JBG, could create, or appear to create, potential conflicts of interest. Certain of the JBG Legacy Funds own the JBG Excluded Assets, which JBG Legacy Funds are owned in part by members of our senior management and certain trustees. In addition, although the asset management and property management fees associated with the JBG Excluded Assets were assigned to us upon completion of the Formation Transaction, the general partner and managing member interests in the JBG Legacy Funds held by former JBG executives (who became members of our management team) and certain trustees were not transferred to us and remain under the control of these individuals. Our management's time and efforts may be diverted from the management of our assets to management of the JBG Legacy Funds, which could adversely affect the execution of our business plan and our results of operations and cash flow.

Members of our senior management and certain trustees have an ownership interest in the JBG Legacy Funds and own carried interests in each fund and in certain of our real estate ventures that entitle them to receive additional compensation if the fund or real estate venture achieves certain return thresholds. Additionally, in the future, we may elect to assign to certain employees a percentage of third-party fees, carried interests or other equity interests in certain assets, joint ventures or other real estate ventures. As a result, such employees could be incentivized to spend time and effort maximizing the

cash flow from the assets being retained by the JBG Legacy Funds or other relevant real estate ventures in which they have an ownership or other interest, including through sales of assets, which may, for example, accelerate payments of the carried interest but would reduce the asset management and other fees that would otherwise be payable to us with respect to the JBG Excluded Assets. These actions could adversely impact our results of operations and cash flow. Other potential conflicts of interest may arise with the JBG Legacy Funds or other relevant real estate ventures if we engage in direct transactions or compete for tenants. For example, we have entered, and in the future may enter into transactions with the JBG Legacy Funds, such as purchasing assets from them. Any such transaction creates a conflict of interest as a result of our management team's interests on both sides of the transaction, because we manage the JBG Legacy Funds and because members of our management and Board of Trustees own interests in the general partner or other managing entities of the funds. Any of the above-described conflicts of interest could have a material adverse effect on us.

***We may acquire properties or portfolios of properties through tax deferred contribution transactions, which could result in shareholder dilution and limit our ability to sell or refinance such assets.***

In the future, we may acquire properties or portfolios of properties through tax deferred contribution transactions in exchange for partnership interests in JBG SMITH LP, which may result in shareholder dilution through the issuance of OP Units that may be exchanged for common shares. This acquisition structure may have the effect of, among other things, reducing the amount of tax depreciation we could deduct (as compared to a transaction where we do not inherit the contributor's tax basis but acquire tax basis equal to the value of the consideration exchanged for the property) until the OP Units issued in such transactions are redeemed for cash or converted into common shares. While no such protection arrangements existed as of December 31, 2023, in the future we may agree to protect the contributors' ability to defer recognition of taxable gain through restrictions on our ability to dispose of, or refinance the debt on, the acquired properties for specified periods of time. Similarly, we may be required to incur or maintain debt we would otherwise not incur or maintain so that we can allocate the debt to the contributors to maintain their tax bases. These restrictions could limit our ability to sell an asset at a time, or on terms that would be favorable absent such restrictions.

***Our declaration of trust and bylaws, the partnership agreement of JBG SMITH LP and MGCL, and the Code contain provisions that may delay, defer or prevent a change of control transaction that might involve a premium price for our common shares or that our shareholders otherwise believe to be in their best interest.***

Our declaration of trust contains ownership limits with respect to our shares. Generally, to maintain our qualification as a REIT under the Code, not more than 50% in value of our outstanding shares of beneficial interest may be owned, directly or indirectly, by five or fewer "individuals" (including some types of entities) at any time during the last half of our taxable year. To address this requirement and other tax considerations, our declaration of trust prohibits, among other things, the actual, beneficial or constructive ownership by any person of more than 7.5% in value or number of shares, whichever is more restrictive, of the outstanding shares of any class or series, including our common shares. For these purposes, our declaration of trust includes a "group" as that term is used for purposes of Section 13(d)(3) of the Exchange Act in the definition of "person." Our Board of Trustees may exempt a person, prospectively or retroactively, from these ownership limits if certain conditions are satisfied, but is not required to grant any exemption. Our Board of Trustees may determine not to grant an exemption even if no adverse tax or REIT qualification consequences would be caused by ownership in excess of the 7.5% ownership limit.

This ownership limit and the other restrictions on ownership and transfer of our shares contained in our declaration of trust may: (i) discourage a tender offer or other transactions or a change in management or of control that might involve a premium price for our common shares or that our shareholders might otherwise believe to be in their best interest; or (ii) result in the transfer of shares acquired in excess of the restrictions to a trust for the benefit of a charitable beneficiary and, as a result, the forfeiture by the acquirer of the benefits of owning the additional shares.

Additionally, our declaration of trust authorizes the Board of Trustees, without shareholder approval, to establish a class or series of common or preferred shares whose terms could delay, deter or prevent a change in control or other transaction that might involve a premium price or otherwise be in the best interest of our shareholders. Our declaration of trust and bylaws contain other provisions that may delay, deter or prevent a change of control or other transaction that might involve a premium price or otherwise be in the best interest of our shareholders.

Provisions of MGCL could inhibit changes in control, which may discourage third parties from conducting a tender offer or seeking other change of control transactions that might involve a premium price for our common shares or that our shareholders might otherwise believe to be in their best interest. Provisions of the MGCL, may have the effect of inhibiting



a third party from making a proposal to acquire us or of impeding a change of control under circumstances that otherwise could provide the holders of common shares with the opportunity to realize a premium over the then-prevailing market price of such shares, including:

- provisions that prohibit business combinations between us and an "interested shareholder," defined generally as any holder or affiliate of any holder who beneficially owns 10% or more of the voting power of our shares, for five years after the most recent date on which the shareholder becomes an interested shareholder, and thereafter impose fair price and/or supermajority shareholder voting requirements on these combinations; and
- provisions that provide that a shareholder's "control shares" acquired in a "control share acquisition," as defined in the MGCL, have no voting rights, except to the extent approved by our shareholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

As permitted by the MGCL, we have elected in our bylaws to opt out of the business combination and control share provisions of the MGCL. However, we cannot assure you that our Board of Trustees will not opt to be subject to such provisions of the MGCL in the future, including opting to be subject to such provisions retroactively.

***The limited partnership agreement of JBG SMITH LP requires the approval of the limited partners with respect to certain extraordinary transactions involving JBG SMITH, which may reduce the likelihood of such transactions being consummated, even if they are in the best interests of, and have been approved by, our shareholders.***

The limited partnership agreement of JBG SMITH LP provides that we may not engage in a merger, consolidation or other combination with or into another person, a sale of all or substantially all of our assets, or a reclassification, recapitalization or a change in outstanding shares (except for changes in par value, or from par value to no par value, or as a result of a subdivision or combination of our common shares), which we refer to collectively as an extraordinary transaction, unless specified criteria are met. In particular, with respect to any extraordinary transaction, if partners will receive consideration for their limited partnership units and if we seek the approval of our shareholders for the transaction (or if we would have been required to obtain shareholder approval of any such extraordinary transaction but for the fact that a tender offer shall have been accepted with respect to a sufficient number of our common shares to permit consummation of such extraordinary transaction without shareholder approval), then the limited partnership agreement prohibits us from engaging in the extraordinary transaction unless we also obtain "partnership approval." To obtain "partnership approval," we must obtain the consent of our limited partners (including us and any limited partners majority owned, directly or indirectly, by us) representing a percentage interest in JBG SMITH LP that is equal to or greater than the percentage of our outstanding common shares required (or that would have been required in the absence of a tender offer) to approve the extraordinary transaction, provided that we and any limited partners majority owned, directly or indirectly, by us will be deemed to have provided consent for our partnership units solely in proportion to the percentage of our common shares approving the extraordinary transaction (or, if there is no shareholder vote with respect to such extraordinary transaction because a tender offer shall have been accepted with respect to a sufficient number of our common shares to permit consummation of the extraordinary transaction without shareholder approval, the percentage of our common shares with respect to which such tender offer shall have been accepted). The limited partners of JBG SMITH LP may have interests in an extraordinary transaction that differ from those of common shareholders, and there can be no assurance that, if we are required to seek "partnership approval" for such a transaction, we will be able to obtain it. As a result, if a sufficient number of limited partners oppose such an extraordinary transaction, the limited partnership agreement may prohibit us from consummating it, even if it is in the best interests of, and has been approved by, our shareholders.

***Substantially all our assets are owned by subsidiaries. We depend on dividends and distributions from these subsidiaries. The creditors of these subsidiaries are entitled to amounts payable to them by the subsidiaries before the subsidiaries may pay any dividends or other distributions to us.***

Substantially all of our assets are held through JBG SMITH LP, which holds substantially all of its assets through wholly owned subsidiaries. JBG SMITH LP's cash flow is dependent on cash distributions to it by its subsidiaries, and in turn, substantially all of our cash flow is dependent on cash distributions to us by JBG SMITH LP. The creditors of each of our subsidiaries are entitled to payment of that subsidiary's obligations to them when due and payable before distributions may be made by that subsidiary to its equity holders. In addition, the operating agreements governing some of our subsidiaries which are parties to real estate joint ventures may have restrictions on distributions which could limit the ability of those subsidiaries to make distributions to JBG SMITH LP. Thus, JBG SMITH LP's ability to make distributions to holders of its units, including us, depends on its subsidiaries' ability first to satisfy their obligations to their creditors, and then to

make distributions to holders of its units. Likewise, our ability to pay dividends depends on JBG SMITH LP's ability first to satisfy its obligations, if any, to its creditors and make distributions payable to holders of preferred units (if any), and then to make distributions to us. In addition, our participation in any distribution of the assets of any of our subsidiaries upon the liquidation, reorganization or insolvency of the subsidiary, occurs only after the claims of the creditors, including trade creditors, and preferred security holders, if any, of the applicable direct or indirect subsidiaries are satisfied.

***Our rights and the rights of our shareholders to take action against our trustees and officers are limited.***

As permitted by MGCL, under our declaration of trust, trustees and officers shall not be liable to us and our shareholders for money damages, except for liability resulting from actual receipt of an improper benefit or profit in money, property or services; or a final judgment based upon a finding of active and deliberate dishonesty by the trustee or officer that was material to the cause of action adjudicated. In addition, our declaration of trust and indemnification agreements require us to indemnify our trustees and officers (in some cases, without requiring a preliminary determination of the trustee's or officer's ultimate entitlement to indemnification) for actions taken by them in those and certain other capacities to the maximum extent permitted by MGCL. The Maryland REIT law permits a REIT to indemnify and advance expenses to its trustees, officers, employees and agents to the same extent as permitted by the MGCL for directors and officers of a Maryland corporation. Generally, MGCL permits a Maryland corporation to indemnify its present and former directors and officers except in instances where the person seeking indemnification acted in bad faith or with active and deliberate dishonesty, actually received an improper personal benefit in money, property or services or, in the case of a criminal proceeding, had reasonable cause to believe that his or her actions were unlawful. Under MGCL, a Maryland corporation also may not indemnify a director or officer in a suit by or in the right of the corporation in which the director or officer was adjudged liable to the corporation or for a judgment of liability on the basis that a personal benefit was improperly received. A court may order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification, even though the director or officer did not meet the prescribed standard of conduct; however, indemnification for an adverse judgment in a suit by us or in our right, or for a judgment of liability on the basis that personal benefit was improperly received, is limited to expenses. As a result, we and our shareholders may have more limited rights against our trustees and officers than might otherwise exist. Accordingly, if actions taken in good faith by any of our trustees or officers impede the performance of our company, our shareholder's ability to recover damages from such trustee or officer will be limited.

**Risks Related to Our Status as a REIT**

***We may fail to qualify or remain qualified as a REIT and may be required to pay income taxes at corporate rates.***

Although we believe that we are organized and intend to operate to qualify as a REIT for federal income tax purposes, we may fail to remain so qualified. Qualification and taxation as a REIT are governed by highly technical and complex provisions of the Code for which there are only limited judicial or administrative interpretations and depend on various facts and circumstances that are not entirely within our control. If, with respect to any taxable year, we fail to maintain our qualification as a REIT and do not qualify under the relevant statutory relief provisions, we would have to pay federal income tax on our taxable income at regular corporate rates, could not deduct our distributions in determining our taxable income subject to tax, and would possibly also be subject to certain taxes enacted by the Inflation Reduction Act of 2022 that are applicable to non-REIT corporations, including the nondeductible 1% excise tax on certain stock repurchases. If we had to pay federal income tax, the amount of money available to distribute to shareholders and pay our indebtedness would be reduced for the year or years involved, and we would not be required to make distributions to shareholders in that taxable year and in future years until we again were able to qualify as a REIT. In addition, we would also be disqualified from treatment as a REIT for the four taxable years following the year during which qualification was lost, unless we were entitled to relief under the relevant statutory provisions.

***REIT distribution requirements could adversely affect our liquidity and our ability to execute our business plan or require us to make distributions of our shares or other securities.***

For us to qualify to be taxed as a REIT, we generally must distribute to our shareholders each year at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gains. We intend to distribute 100% of our REIT taxable income to our shareholders out of assets legally available therefor. From time to time, we may generate taxable income greater than our cash flow. If we do not have other funds available, we could be required to borrow funds on unfavorable terms, sell assets at disadvantageous prices, distribute amounts that



would otherwise be invested in future acquisitions, capital expenditures or repayment of debt, or make taxable distributions of our shares to make distributions sufficient to enable us to pay out enough of our taxable income to satisfy the REIT distribution requirement and avoid corporate income tax and a 4% excise tax in a particular year. These alternatives could increase our costs or reduce our equity. Because amounts distributed will not be available to fund investment activities, compliance with the REIT requirements may hinder our ability to grow, which could adversely affect the value of our shares. Restrictions on our ability to incur additional indebtedness or make certain distributions could preclude us from meeting the 90% distribution requirement. Consequently, there can be no assurance that we will be able to make distributions at the anticipated distribution rate or any other rate.

***The tax imposed on REITs engaging in "prohibited transactions" may limit our ability to engage in transactions that would be treated as sales for U.S. federal income tax purposes.***

A REIT's net income from prohibited transactions is subject to a 100% penalty tax. In general, prohibited transactions are sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business. Although we and our subsidiary REITs believe that we have held, and intend to continue to hold, our properties for investment and do not intend to hold directly (rather than through taxable corporate subsidiaries) any properties that could be characterized as held for sale to customers in the ordinary course of our business, such characterization is a factual determination and no guarantee can be given that the IRS would agree with our characterization of our properties or that we will always be able to make use of the available statutory safe harbor. In the case of some of our properties held through partnerships with third parties, our ability to control the disposition of such properties in a manner that avoids the imposition of the prohibited transactions tax depends in part on the action of third parties over which we have no control or only limited influence.

***To comply with the restrictions imposed on REITs, we may have to conduct certain activities and own certain assets through a TRS, which will be subject to normal corporate income tax, and we could be subject to a 100% penalty tax if our transactions with our TRSs are not conducted on arm's length terms.***

A TRS is an entity taxed as a corporation in which a REIT directly or indirectly holds stock and which has elected with the REIT to be treated as a TRS of the REIT and which is taxable as a regular corporation, at regular corporate income tax rates. As a REIT, we cannot own certain assets or conduct certain activities directly, without risking failing the income or asset tests that apply to REITs. We can, however, hold these assets or undertake these activities through a TRS. For example, we generally cannot provide certain non-customary services to our tenants, and we cannot derive income from a third party that provides such services. If we forego providing such services to our tenants, we may be at a disadvantage to competitors who are not subject to the same restrictions. Accordingly, we provide such non-customary services to our tenants and share in the revenue from such services through our TRSs. As noted, the income earned through our TRSs will be subject to corporate income taxes. In addition, a 100% excise tax will be imposed on certain transactions between us and our TRSs that are not conducted on an arm's length basis.

**Risks Related to the Formation Transaction**

***We could be required to indemnify Vornado for certain material tax obligations that could arise as addressed in the Tax Matters Agreement and certain obligations under the Separation and Distribution Agreement. Furthermore, Vornado agreed to indemnify us for certain pre-distribution liabilities and liabilities related to Vornado assets and there can be no assurance that these obligations will be sufficient to protect us. Additionally, there may be undisclosed liabilities of the Vornado and JBG assets contributed to us in the Formation Transaction that might expose us to potentially large, unanticipated costs.***

Under the Tax Matters Agreement that we entered into with Vornado, we may be required to indemnify Vornado against any taxes and related amounts and costs if the distribution of JBG SMITH shares by Vornado, together with certain related transactions, is not tax-free and that treatment results from (i) actions or failures to act by us, or (ii) our breach of certain representations or undertakings. The Separation Agreement provides for indemnification obligations designed to make us financially responsible for substantially all liabilities that may exist relating to our business activities, whether incurred prior to or after the Formation Transaction, as well as those obligations of Vornado that we assumed pursuant to the Separation Agreement. If we are required to indemnify Vornado under the circumstances set forth in the Tax Matters Agreement or the Separation Agreement, we may be subject to substantial liabilities. Pursuant to the Separation Agreement, Vornado agreed to indemnify us for certain liabilities. However, third parties could seek to hold us responsible

for any of the liabilities that Vornado agreed to retain, and there can be no assurance that Vornado will be able to fully satisfy its indemnification obligations. Moreover, even if we ultimately succeed in recovering from Vornado any amounts for which we are held liable, such indemnification may be insufficient to fully offset the financial impact of such liabilities and/or we may be temporarily required to bear these losses while seeking recovery from Vornado. Additionally, prior to entering into the MTA, the diligence reviews performed by each of Vornado and JBG with respect to the business and assets of the other were necessarily limited in nature and scope and may not have adequately uncovered all of the contingent or undisclosed liabilities that we assumed in connection with the Formation Transaction, many of which may not be covered by insurance. The MTA does not provide for indemnification for these types of liabilities by either party post-closing, and, therefore, we may not have any recourse with respect to such unexpected liabilities. Any such liabilities could cause us to experience losses, which may be significant, which could have a material adverse effect on us.

***Unless Vornado and JBG SMITH were both REITs following the Separation, JBG SMITH could be required to recognize certain corporate-level gains for tax purposes as a result of the Separation.***

We believe that each of Vornado and JBG SMITH operated in a manner so that each qualified as a REIT immediately after the Separation and at all times during the two years after the Separation. However, if either Vornado or JBG SMITH failed to qualify as a REIT following the Separation, then, for our taxable year that includes the Separation, the IRS may assert that JBG SMITH would have to recognize corporate-level gain on assets acquired in the Separation.

#### **CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS**

Certain statements contained herein constitute forward-looking statements within the meaning of the federal securities laws. Forward-looking statements are not guarantees of future performance. They represent our intentions, plans, expectations and beliefs and are subject to numerous assumptions, risks and uncertainties. Our future results, financial condition and business may differ materially from those expressed in these forward-looking statements. You can find many of these statements by looking for words such as "approximates," "believes," "expects," "anticipates," "estimates," "intends," "plans," "would," "may" or other similar expressions in this Annual Report on Form 10-K.

Investors are cautioned to interpret many of the risks identified under the section titled "Risk Factors" in this Annual Report on Form 10-K as being heightened as a result of the numerous adverse impacts of COVID-19.

In particular, information included under "Business," "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contains forward-looking statements. Many of the factors that will determine the outcome of these and our other forward-looking statements are beyond our ability to control or predict. Such factors include:

- the economic health and public safety climate of the greater Washington Metro region and our geographic concentration therein, particularly our concentration in National Landing;
- decreases in demand for office space in the Washington, D.C. metropolitan area, particularly with respect to our two largest tenants, Amazon and the federal government;
- the amount and timing of Amazon's investments in National Landing and revenue we receive from them currently and may receive in the future;
- whether any or all of the other three demand drivers discussed above will fail to materialize;
- whether the plan to build a sports and entertainment anchor in National Landing will materialize at the planned scale, or at all;
- reductions in or actual or threatened changes to the timing of federal government spending;
- changes in general political, economic, public safety and competitive conditions and specific market conditions;
- the risks associated with real estate development and redevelopment, including unanticipated expenses, delays and other contingencies;
- the risks associated with the acquisition, disposition and ownership of real estate in general and our real estate assets in particular;
- the ability to control our operating expenses;

- the risks related to co-investments in real estate ventures and partnerships;
- the ability to renew leases, lease vacant space or re-let space as leases expire, and to do so on favorable terms;
- the economic health of our tenants;
- fluctuations in interest rates;
- the supply of competing properties and competition in the real estate industry generally;
- the availability and terms of financing and capital and the general volatility of securities markets;
- the risks associated with mortgage loans and other indebtedness;
- compliance with applicable laws, including those concerning the environment and access by persons with disabilities;
- increased investor focus and activism related to ESG matters;
- terrorist attacks, acts of violence and the occurrence of cyber incidents or system failures;
- the ability to maintain key personnel;
- failure to qualify and maintain our qualification as a REIT and the risks of changes in laws affecting REITs; and
- other factors discussed under the caption "Risk Factors."

For a further discussion of factors that could materially affect the outcome of our forward-looking statements, see "Risk Factors" in this Annual Report on Form 10-K.

For these forward-looking statements, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. You are cautioned not to place undue reliance on our forward-looking statements, which speak only as of the date of this Annual Report on Form 10-K or the date of any document incorporated by reference. All subsequent written and oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. We do not undertake any obligation to release publicly any revisions to our forward-looking statements to reflect events or circumstances occurring after the date of this Annual Report on Form 10-K.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

There are no unresolved comments from the staff of the SEC as of the date of this Annual Report on Form 10-K.

#### **ITEM 1C. CYBERSECURITY**

##### **Strategy and Risk Management**

To mitigate cybersecurity risks we have adopted a process of continuous improvement and adaptation to the ever-changing threat landscape. As part of this process, we engage with industry-leading managed security service provider(s) to supplement our efforts in preventing, identifying and responding to cybersecurity threats. Our information technology operations, information security processes and CIRP are generally aligned with the National Institute of Standards and Technology's framework.

We have adopted a cloud-first strategy which is a foundational element to our overall cybersecurity posture. For essential systems, we utilize SaaS-based software partners who annually conduct Statement on Standards for Attestation Engagements SOC 1 or SOC 2 assessments, as appropriate, based on functional use within our company. Based on the nature of services provided by our technology partners, our third-party risk management process may include:

- Reviewing cybersecurity practices of such provider.
- Contractually obligating the provider to share detailed results of cybersecurity assessments on an annual basis.
- Contractually obligating the provider to make us aware of significant cybersecurity related incidents.
- Coordinating independent security assessments with the provider utilizing our own resources.

### **Cybersecurity Risk Management**

We have adopted a cybersecurity risk management process that is designed to identify and mitigate potential cybersecurity risks. On an annual basis, we work with credible, third-party cybersecurity experts to assess our ability to prevent, identify, and respond to cybersecurity threats through internal and external penetration tests and monthly vulnerability scans. We also test our organizational cybersecurity capabilities through facilitated tabletop exercises which simulate real life scenarios. Together with the findings of the SOC 1 and 2 assessments, and our threat intelligence and monitoring activities, these exercises, tests and scans help us identify potential cybersecurity risks.

We seek to mitigate cybersecurity risks we identify through a variety of methods, including:

- When practical and necessary, we patch vulnerabilities that are identified.
- We deploy endpoint detection and monitoring technologies to identify potential cybersecurity incidents.
- We back up our systems and data to mitigate the impact of a cybersecurity event that would impact our ability to operate or result in the loss of data.
- We partner with strategic managed cybersecurity service providers to supplement the capabilities of our internal team.
- We update and refine our CIRP in response to identified risks.
- To manage the third-party cybersecurity risk introduced by our cloud-first strategy, we have implemented a due diligence process for new software partners as well as an annual review process for essential SaaS system partners.
- We conduct cybersecurity awareness training annually and simulated phishing campaigns no less than quarterly to test and educate our employees.

Notwithstanding the steps we take to address cybersecurity, we may not be successful in preventing or mitigating all cybersecurity incidents or threats. See Item 1A. Risk Factors - Risks Related to Our Business and Operations – *The occurrence of cyber incidents, or a deficiency in our cybersecurity, or the cybersecurity of our service providers, could negatively impact our business by causing a disruption to our operations, a compromise or corruption of our confidential information, regulatory enforcement and other legal proceedings, and/or damage to our business relationships, all of which could negatively impact our financial results* – for a discussion of cybersecurity risks. To date, we have not experienced any material cybersecurity incidents.

### **Governance**

Our Chief Information & Technology Officer along with our Vice President of Cybersecurity & Cloud Infrastructure provide principal oversight and guidance of our cybersecurity risk management strategy, programs and processes. The Chief Information & Technology Officer has over 20 years of experience in information technology in the real estate sector, leading organizations through strategic technology and process improvement initiatives. The Vice President of Cybersecurity & Cloud Infrastructure has over 15 years of extensive experience in cybersecurity and information technology. They are supported in their efforts by a team of technical experts who have had formal training and possess relevant industry related experience in addition to managed cybersecurity service providers who specialize in preventing, identifying, and responding to cybersecurity threats.

The Audit Committee of our Board of Trustees provides board-level governance and oversight regarding cybersecurity matters. Management meets with the Audit Committee periodically to discuss cybersecurity strategy, risk, trends, and internal personnel and qualifications. As part of our annual enterprise risk assessment, technology and cyber risks are standing risk factors which are ranked and reviewed by management.

In the event of a cyberattack, we engage our CIRP, which provides a framework of processes and procedures related to identifying, categorizing, responding, containing, analyzing, and eradicating cybersecurity threats to mitigate downtime and promptly restore systems and services. Management has responsibility for reporting cybersecurity incidents to the Audit Committee as they occur, if consistent with our CIRP. The CIRP also addresses management's responsibility, with Audit Committee oversight, with respect to any reporting or disclosure determinations related to a given cybersecurity incident and provides for Audit Committee and Board of Trustee briefings as appropriate.

## **ITEM 2. PROPERTIES**

*Note on presentation of "at share" information.* We present certain financial information and metrics "at JBG SMITH Share," which is calculated on an entity-by-entity basis, but exclude our: (i) 10.0% subordinated interest in one commercial building, (ii) 33.5% subordinated interest in four commercial buildings, (iii) 49.0% interest in three commercial buildings and (iv) 9.9% interest in one commercial building, as well as the associated non-recourse mortgage loans, held through unconsolidated real estate ventures; these interests and debt are excluded because our investment in each real estate venture is zero, we do not anticipate receiving any near-term cash flow distributions from the real estate ventures and we have not guaranteed their obligations or otherwise committed to providing financial support. "At JBG SMITH Share" information, which we also refer to as being "at share," "our pro rata share" or "our share," is not, and is not intended to be, a presentation in accordance with GAAP. Because as of December 31, 2023, 7.2% of our assets, as measured by total square feet, was held through real estate ventures in which we own less than 100% of the ownership interest, we believe this form of presentation, which includes our economic interests in the unconsolidated real estate ventures, provides investors important information regarding a significant component of our portfolio, its composition, performance and capitalization. We classify our portfolio as "operating," "under-construction," or "development pipeline."

The following tables provide information about our multifamily, commercial and development pipeline portfolios as of December 31, 2023. Many of our assets in the development pipeline are adjacent to or an integrated component of operating multifamily or commercial assets in our portfolio. A number of our assets included in the following tables are held through real estate ventures with third parties or are subject to ground leases. In addition to other information, the following tables indicate our percentage ownership, whether the asset is consolidated or unconsolidated, and whether the asset is subject to a ground lease.

## Multifamily Assets

Multifamily Assets	% Ownership	C/U <sup>(1)</sup>	Same Store <sup>(2)</sup> : YTD 2022-2023	Number of Units	Total Square Feet	% Leased	Multifamily % Occupied	Retail % Occupied
<b>National Landing</b>								
RiverHouse Apartments	100.0 %	C	Y	1,676	1,327,551	96.6%	96.0%	100.0%
The Bartlett	100.0 %	C	Y	699	619,372	97.2%	96.7%	100.0%
220 20th Street	100.0 %	C	Y	265	271,476	95.1%	94.0%	100.0%
2221 S. Clark Street - Residential <sup>(3)</sup>	100.0 %	C	Y	216	96,948	88.6%	85.9%	-
<b>D.C.</b>								
West Half	100.0 %	C	Y	465	385,368	94.4%	93.1%	83.1%
Fort Totten Square	100.0 %	C	Y	345	384,956	97.3%	91.6%	100.0%
The Wren	100.0 %	C	Y	433	332,682	96.8%	94.2%	100.0%
The Batley	100.0 %	C	Y	432	300,388	96.1%	94.4%	-
WestEnd25	100.0 %	C	Y	283	273,264	94.3%	93.6%	-
F1RST Residences	100.0 %	C	Y	325	270,928	95.1%	94.2%	100.0%
Atlantic Plumbing	100.0 %	C	Y	310	245,143	94.0%	93.9%	89.2%
1221 Van Street	100.0 %	C	Y	291	225,592	96.0%	93.1%	100.0%
901 W Street	100.0 %	C	Y	161	154,379	94.5%	95.7%	63.9%
900 W Street <sup>(3)</sup>	100.0 %	C	Y	95	71,050	61.1%	47.4%	-
North End Retail <sup>(4)</sup>	100.0 %	C	Y	—	27,355	96.0%	-	96.0%
<b>MD</b>								
8001 Woodmont	100.0 %	C	N	322	363,979	96.2%	94.1%	95.1%
<b>Operating - Total / Weighted Average <sup>(3)</sup></b>				<b>6,318</b>	<b>5,350,431</b>	<b>96.0%</b>	<b>94.7%</b>	<b>95.3%</b>
<b>Under-Construction</b>								
<b>National Landing</b>								
1900 Crystal Drive <sup>(5)</sup>	—	C		808	633,985			
2000/2001 South Bell Street <sup>(5)</sup>	—	C		775	580,966			
<b>Under-Construction - Total</b>				<b>1,583</b>	<b>1,214,951</b>			
<b>Total</b>				<b>7,901</b>	<b>6,565,382</b>			
<b>Totals at JBG SMITH Share <sup>(3)</sup></b>								
National Landing				2,856	2,315,347	96.6%	96.0%	100.0%
D.C.				3,140	2,671,105	95.5%	93.7%	94.7%
MD				322	363,979	96.2%	94.1%	95.1%
<b>Operating - Total / Weighted Average</b>				<b>6,318</b>	<b>5,350,431</b>	<b>96.0%</b>	<b>94.7%</b>	<b>95.3%</b>
Under-construction assets				1,583	1,214,951			

Note: At 100% share, unless otherwise noted.

(1) "C" denotes a consolidated interest and "U" denotes an unconsolidated interest.

(2) "Y" denotes an asset as same store and "N" denotes an asset as non-same store.

(3) 2221 S. Clark Street - Residential and 900 W Street are excluded from percent leased and percent occupied metrics as they are operated as short-term rental properties.

(4) In January 2024, we sold North End Retail for a gross sales price of \$14.3 million.

(5) In 2021, we leased the land underlying 1900 Crystal Drive and 2000/2001 South Bell Street to a lessee. The assets are consolidated in our financial statements as they are owned through variable interest entities for which we are the primary beneficiary. See Note 6 to the consolidated financial statements for additional information.

## Commercial Assets

Commercial Assets	% Ownership	C/U <sup>(1)</sup>	Same Store <sup>(2)</sup> : YTD 2022-2023	Total Square Feet	% Leased	Office % Occupied	Retail % Occupied
<b>National Landing</b>							
1550 Crystal Drive <sup>(3)</sup>	100.0 %	C	Y	555,302	95.3%	91.4%	100.0%
2121 Crystal Drive	100.0 %	C	Y	509,922	89.7%	87.0%	100.0%
2345 Crystal Drive	100.0 %	C	Y	499,688	55.4%	55.0%	74.3%
2231 Crystal Drive	100.0 %	C	Y	468,907	72.7%	69.6%	97.4%
2011 Crystal Drive	100.0 %	C	Y	440,510	57.6%	57.7%	50.3%
2451 Crystal Drive	100.0 %	C	Y	402,375	86.3%	86.1%	92.6%
1235 S. Clark Street	100.0 %	C	Y	384,656	97.5%	95.4%	95.0%
241 18th Street S. <sup>(3)</sup>	100.0 %	C	Y	355,728	96.3%	93.8%	100.0%
1215 S. Clark Street	100.0 %	C	Y	336,159	99.6%	100.0%	44.5%
201 12th Street S.	100.0 %	C	Y	329,687	99.8%	98.4%	100.0%
251 18th Street S. <sup>(3)</sup>	100.0 %	C	Y	309,450	82.7%	81.7%	100.0%
1225 S. Clark Street	100.0 %	C	Y	276,203	94.2%	91.1%	80.9%
1901 South Bell Street	100.0 %	C	Y	274,912	67.6%	67.6%	-
1770 Crystal Drive	100.0 %	C	Y	273,787	100.0%	100.0%	100.0%
2100 Crystal Drive	100.0 %	C	Y	253,437	100.0%	100.0%	-
1800 South Bell Street <sup>(3)</sup>	100.0 %	C	Y	203,273	100.0%	100.0%	100.0%
200 12th Street S.	100.0 %	C	Y	202,761	77.5%	77.5%	-
2200 Crystal Drive <sup>(3)</sup>	100.0 %	C	Y	161,668	100.0%	100.0%	-
Crystal Drive Retail <sup>(3)</sup>	100.0 %	C	Y	42,938	100.0%	-	100.0%
Crystal City Shops at 2100 <sup>(3)</sup>	100.0 %	C	Y	34,452	100.0%	-	100.0%
Central Place Tower <sup>(4)</sup>	50.0 %	U	Y	551,594	96.4%	96.2%	100.0%
<b>Other</b>							
2101 L Street	100.0 %	C	Y	375,493	76.1%	74.6%	92.6%
800 North Glebe Road	100.0 %	C	Y	303,759	99.3%	100.0%	92.4%
One Democracy Plaza <sup>(4) (5)</sup>	100.0 %	C	Y	213,139	85.5%	85.6%	70.5%
4747 Bethesda Avenue <sup>(6)</sup>	20.0 %	U	Y	300,535	98.0%	97.9%	100.0%
1101 17th Street	55.0 %	U	Y	209,401	88.6%	88.9%	82.8%
<b>Operating - Total / Weighted Average</b>				<b>8,269,736</b>	<b>87.0%</b>	<b>85.7%</b>	<b>95.9%</b>
<b>Totals at JBG SMITH Share</b>							
National Landing				6,591,612	86.2%	84.6%	96.5%
Other				1,067,669	87.2%	86.9%	91.4%
<b>Operating - Total / Weighted Average</b>				<b>7,659,281</b>	<b>86.3%</b>	<b>84.9%</b>	<b>95.8%</b>

Note: At 100% share, unless otherwise noted.

(1) "C" denotes a consolidated interest and "U" denotes an unconsolidated interest.

(2) "Y" denotes an asset as same store and "N" denotes an asset as non-same store.

(3) The following assets contain space that is held for development or not otherwise available for lease. This out-of-service square footage is excluded from square feet, leased and occupancy metrics in the above table.

Commercial Asset	In-Service	Not Available for Lease
1550 Crystal Drive	555,302	3,270
241 18th Street S.	355,728	6,612
251 18th Street S.	309,450	29,996
1800 South Bell Street	203,273	2,913
2200 Crystal Drive	161,668	121,940
Crystal Drive Retail	42,938	14,027
Crystal City Shops at 2100	34,452	37,763
2221 S. Clark Street - Office	—	35,182

(4) Asset is subject to a ground lease where we are the lessee. In February 2024, one of our unconsolidated real estate ventures sold Central Place Tower for a gross sales price of \$325.0 million.

(5) Not Metro-served.

(6) Includes our corporate office lease for approximately 84,400 square feet.

### Development Pipeline

		Estimated Potential Development Density (SF)				Estimated Number of
Asset	% Ownership	Total	Multifamily	Office	Retail	Units
National Landing						
Potomac Yard Landbay F/G/H	50.0% / 100.0%	2,614,000	1,147,000	1,369,000	98,000	1,240
1415 S. Eads Street	100.0%	531,400	527,400	—	4,000	635
3330 Exchange Avenue	50.0%	239,800	216,400	—	23,400	240
3331 Exchange Avenue	50.0%	180,600	164,300	—	16,300	170
RiverHouse Land	100.0%	1,988,400	1,960,600	—	27,800	1,665
2250 Crystal Drive	100.0%	696,200	681,300	—	14,900	825
223 23rd Street	100.0%	492,100	484,100	—	8,000	610
2525 Crystal Drive	100.0%	373,000	370,000	—	3,000	370
101 12th Street S.	100.0%	239,600	—	234,400	5,200	—
1800 South Bell Street Land <sup>(1)</sup>	100.0%	311,000	—	307,000	4,000	—
D.C.						
Gallaudet Parcel 2-3 <sup>(2)</sup>	100.0%	819,100	758,200	—	60,900	820
Capitol Point - North	100.0%	451,400	434,100	—	17,300	470
Gallaudet Parcel 4 <sup>(2)</sup>	100.0%	644,200	605,200	—	39,000	645
					—	
Other Development Parcels <sup>(3)</sup>		1,248,100	142,200	1,105,900	—	—
Total		10,828,900	7,490,800	3,016,300	321,800	7,690
Totals at JBG SMITH Share						
National Landing		6,649,000	5,137,300	1,375,900	135,800	5,280
D.C.		2,107,000	1,840,200	149,600	117,200	1,935
		8,756,000	6,977,500	1,525,500	253,000	7,215

Note: At 100% share, unless otherwise noted.

(1) Currently encumbered by an operating commercial asset.

(2) Controlled through an option to acquire a leasehold interest. As of December 31, 2023, the weighted average remaining term for the option is 1.4 years.

(3) Comprises four assets in which we have a minority interest.

### Major Tenants

The following table sets forth information for our 10 largest tenants by annualized rent for the year ended December 31, 2023:

Tenant	Number of Leases	Square Feet	% of Total Square Feet	At JBG SMITH Share	
				Annualized Rent (In thousands)	% of Total Annualized Rent
GSA	37	1,810,310	26.1 %	\$ 72,167	22.7 %
Amazon	6	926,703	13.4 %	41,640	13.1 %
Gartner, Inc	1	174,424	2.5 %	12,878	4.1 %
Lockheed Martin Corporation	2	207,095	3.0 %	10,001	3.2 %
Accenture LLP	2	116,736	1.7 %	5,722	1.8 %
Public Broadcasting Service	1	120,328	1.7 %	5,004	1.6 %
Booz Allen Hamilton Inc	3	107,415	1.5 %	4,859	1.5 %
Greenberg Traurig LLP	1	64,090	0.9 %	4,698	1.5 %
The International Justice Mission	1	74,833	1.1 %	4,508	1.4 %
Family Health International	1	59,514	0.9 %	4,047	1.3 %
<b>Total</b>	<b>55</b>	<b>3,661,448</b>	<b>52.8 %</b>	<b>\$ 165,524</b>	<b>52.2 %</b>

Note: Includes all leases as of December 31, 2023 for which a tenant has taken occupancy for office and retail space within our Operating Portfolio.



### Lease Expirations

The following table sets forth as of December 31, 2023 the scheduled expirations of tenant leases in our Operating Portfolio for each year from 2024 through 2032 and thereafter:

At JBG SMITH Share						
Year of Lease Expiration	Number of Leases	Square Feet	% of Total Square Feet	Annualized Rent <sup>(1)</sup> (In thousands)	% of Total Annualized Rent	Annualized Rent Per Square Foot <sup>(1)</sup>
Month-to-Month	34	350,538	5.1 %	\$ 12,823	4.0 %	\$ 36.58
2024	84	1,425,853	20.6 %	67,318	21.2 %	47.21
2025	59	470,183	6.8 %	21,600	6.8 %	45.94
2026	52	246,936	3.6 %	12,414	3.9 %	50.27
2027	34	508,033	7.3 %	24,879	7.8 %	48.97
2028	39	429,762	6.2 %	20,916	6.6 %	48.67
2029	27	199,507	2.9 %	9,730	3.1 %	48.77
2030	22	608,111	8.8 %	29,839	9.4 %	49.07
2031	27	552,510	8.0 %	21,122	6.7 %	38.23
2032	20	793,813	11.5 %	36,919	11.6 %	46.51
Thereafter	62	1,345,827	19.2 %	59,766	18.9 %	45.74
<b>Total / Weighted Average</b>	<b>460</b>	<b>6,931,073</b>	<b>100.0 %</b>	<b>\$ 317,326</b>	<b>100.0 %</b>	<b>\$ 46.04</b>

Note: Includes all leases as of December 31, 2023 for which a tenant has taken occupancy for office and retail space within our Operating Portfolio and assuming no exercise of renewal options or early termination rights. The weighted average remaining lease term for the entire portfolio is 5.1 years.

<sup>(1)</sup> Annualized rent and annualized rent per square foot exclude percentage rent and the square footage of tenants that only pay percentage rent.

### ITEM 3. LEGAL PROCEEDINGS

We are, from time to time, involved in legal actions arising in the ordinary course of business. In our opinion, the outcome of such matters is not expected to have a material adverse effect on our financial position, results of operations or cash flows.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

#### ***Market Information and Dividends***

Our common shares trade under the symbol "JBGS." On February 16, 2024, there were 832 holders of record of our common shares. This number does not reflect individuals or other entities who hold their shares in "street name."

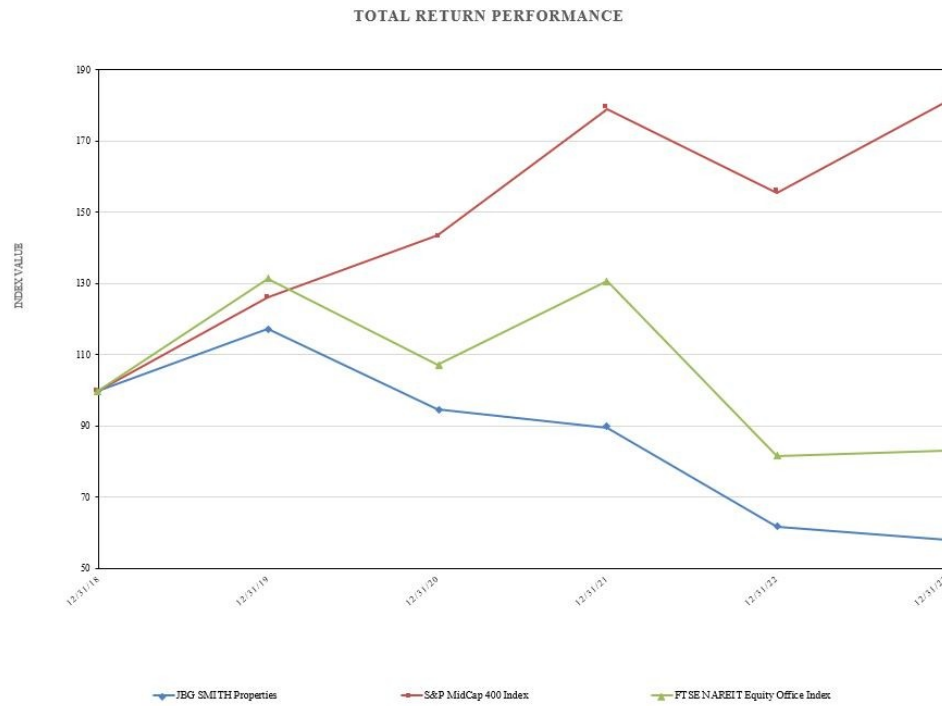
Dividends declared for the year ended December 31, 2023 totaled \$0.675 per common share (quarterly dividends of \$0.225 per common share for the first three quarters of 2023). On February 14, 2024, our Board of Trustees declared a quarterly dividend of \$0.175 per common share, payable on March 15, 2024 to shareholders of record as of March 1, 2024. Dividends declared for the years ended December 31, 2022 and 2021 totaled \$0.90 per common share (quarterly dividends of \$0.225 per common share). Future dividends will be declared at the discretion of our Board of Trustees and will depend upon cash generated by our operating activities, our financial condition, capital requirements, annual distribution requirements under the REIT provisions of the Code and such other factors as our Board of Trustees deems relevant. To qualify for the beneficial tax treatment accorded to REITs under the Code, we are currently required to make distributions to holders of our shares in an amount equal to at least 90% of our REIT taxable income as defined in Section 857 of the Code.

The annual distribution amounts are different from dividends as calculated for federal income tax purposes. Distributions to the extent of our current and accumulated earnings and profits for federal income tax purposes generally will be taxable to a shareholder as ordinary dividend income. Distributions in excess of current and accumulated earnings and profits will be treated as a nontaxable reduction of the shareholder's basis in the shareholder's shares, to the extent thereof, and thereafter as taxable capital gain. Distributions that are treated as a reduction of the shareholder's basis in its shares will have the effect of increasing the amount of gain, or reducing the amount of loss, recognized upon the sale of the shareholder's shares. No assurances can be given regarding what portion, if any, of distributions in 2024 or subsequent years will constitute a return of capital for federal income tax purposes. During a year in which a REIT earns a net long-term capital gain, the REIT can elect under Section 857(b)(3) of the Code to designate a portion of dividends paid to shareholders as capital gain dividends. If this election is made, the capital gain dividends are generally taxable to the shareholder as long-term capital gains.

#### ***Performance Graph***

*This performance graph shall not be deemed "soliciting material" or to be "filed" with the SEC for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our filings under the Securities Act or the Exchange Act.*

The graph below compares the cumulative total return of our common shares, the S&P MidCap 400 Index and the FTSE Nareit Equity Office Index, from December 31, 2018 through December 31, 2023. The comparison assumes \$100 was invested on December 31, 2018 in our common shares and in each of the foregoing indexes and assumes reinvestment of dividends, as applicable. We have included the FTSE Nareit Equity Office Index because we believe that it is representative of the industry in which we compete and is relevant to an assessment of our performance. There can be no assurance that the performance of our shares will continue in line with the same or similar trends depicted in the graph below.



	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023
JBG SMITH Properties	100.00	117.23	94.71	89.58	61.77	57.98
S&P MidCap 400 Index	100.00	126.20	143.44	178.95	155.58	181.15
FTSE Nareit Equity Office Index	100.00	131.42	107.19	130.77	81.58	83.23

### ***Sales of Unregistered Shares***

During the year ended December 31, 2023, we did not sell any unregistered securities.

### Repurchases of Equity Securities

The following is a summary of common shares repurchased:

Period	Total Number Of Common Shares Purchased	Average Price Paid Per Common Share	Total Number Of Common Shares Purchased As Part Of Publicly Announced Plans Or Programs	Approximate Dollar Value Of Common Shares That May Yet Be Purchased Under the Plan Or Programs
October 1, 2023 - October 31, 2023	2,021,688	\$ 13.85	2,021,688	\$ 559,438,395
November 1, 2023 - November 30, 2023	914,797	13.40	914,797	547,157,665
December 1, 2023 - December 31, 2023	1,194,234	15.31	1,194,234	528,849,166
Total for the three months ended December 31, 2023	4,130,719	14.17	4,130,719	
Total for the year ended December 31, 2023	22,576,594	14.83	22,576,594	
Program total since inception in March 2020 <sup>(1)</sup>	45,874,003	20.88	45,874,003	

<sup>(1)</sup> During the first quarter of 2024, through the date of this filing, we repurchased and retired 2.7 million common shares for \$45.4 million, a weighted average purchase price per share of \$16.52, pursuant to a repurchase plan under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended.

Our Board of Trustees previously authorized the repurchase of up to \$1.0 billion of our outstanding common shares, and in May 2023, increased the authorized repurchase amount to \$1.5 billion. Purchases under the program are made either in the open market or in privately negotiated transactions from time to time as permitted by federal securities laws and other legal requirements. The timing, manner, price and amount of any repurchases will be determined by us at our discretion and will be subject to economic and market conditions, share price, applicable legal requirements and other factors. The program may be suspended or discontinued at our discretion without prior notice.

### Equity Compensation Plan Information

Information regarding equity compensation plans is presented in Part III, Item 12 of this Annual Report on Form 10-K and incorporated herein by reference.

### ITEM 6. [RESERVED]

### ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion is intended to provide material information relevant to our financial condition and results of operations, including cash flows, and should be read in conjunction with the consolidated financial statements and notes thereto appearing in Item 8 - Financial Statements and Supplementary Data of this Annual Report on Form 10-K.

### Organization and Basis of Presentation

JBG SMITH, a Maryland REIT, owns, operates, invests in and develops mixed-use properties in high growth and high barrier-to-entry submarkets in and around Washington, D.C., most notably National Landing. Through an intense focus on placemaking, JBG SMITH cultivates vibrant, amenity-rich, walkable neighborhoods throughout the Washington, D.C. metropolitan area. Approximately 75.0% of our holdings are in the National Landing submarket in Northern Virginia, which is anchored by four key demand drivers: Amazon's new headquarters; Virginia Tech's under-construction \$1 billion Innovation Campus; the submarket's proximity to the Pentagon; and our deployment of 5G digital infrastructure. In addition, our third-party asset management and real estate services business provides fee-based real estate services to the

JBG Legacy Funds, other third parties and the WHI Impact Pool. Substantially all our assets are held by, and our operations are conducted through, JBG SMITH LP.

We were organized for the purpose of receiving, via the spin-off on July 17, 2017, substantially all the assets and liabilities of Vornado's Washington, D.C. segment. On July 18, 2017, we acquired the management business and certain assets and liabilities of JBG.

We have elected to be taxed as a REIT under sections 856-860 of the Code. Under those sections, a REIT which distributes at least 90% of its REIT taxable income as dividends to its shareholders each year and which meets certain other conditions will not be taxed on that portion of its taxable income which is distributed to its shareholders. We currently adhere and intend to continue to adhere to these requirements and to maintain our REIT status in future periods.

As a REIT, we can reduce our taxable income by distributing all or a portion of such taxable income to shareholders. Future distributions will be declared and paid at the discretion of the Board of Trustees and will depend upon cash generated by operating activities, our financial condition, capital requirements, annual dividend requirements under the REIT provisions of the Code, and such other factors as our Board of Trustees deems relevant.

We also participate in the activities conducted by our subsidiary entities that have elected to be treated as TRSs under the Code. As such, we are subject to federal, state, and local taxes on the income from these activities. Income taxes attributable to our TRSs are accounted for under the asset and liability method. Under the asset and liability method, deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the consolidated financial statements, which will result in taxable or deductible amounts in the future.

We aggregate our operating segments into three reportable segments (multifamily, commercial and third-party asset management and real estate services) based on the economic characteristics and nature of our assets and services.

We compete with many property owners and developers. Our success depends upon, among other factors, trends affecting national and local economies, the financial condition and operating results of current and prospective tenants, the availability and cost of capital, interest rates, construction and renovation costs, taxes, governmental regulations and legislation, population trends, zoning laws, and our ability to lease, sublease or sell our assets at profitable levels. Our success is also subject to our ability to refinance existing debt on acceptable terms as it comes due.

## **Overview**

As of December 31, 2023, our Operating Portfolio consisted of 44 operating assets comprising 16 multifamily assets totaling 6,318 units (6,318 units at our share), 26 commercial assets totaling 8.3 million square feet (7.7 million square feet at our share) and two wholly owned land assets for which we are the ground lessor. Additionally, we have two under-construction multifamily assets with 1,583 units (1,583 units at our share) and 17 assets in the development pipeline totaling 10.8 million square feet (8.8 million square feet at our share) of estimated potential development density.

We continue to implement our comprehensive plan to reposition our holdings in the National Landing submarket in Northern Virginia by executing a broad array of Placemaking strategies. Our Placemaking includes the delivery of new multifamily and office developments, locally sourced amenity retail, and thoughtful improvements to the streetscape, sidewalks, parks and other outdoor gathering spaces. In keeping with our dedication to Placemaking, each new project is intended to contribute to authentic and distinct neighborhoods by creating a vibrant street environment with robust retail offerings and other amenities, including improved public spaces. To that end, we saw the delivery of two Placemaking projects, Water Park and Surreal, this year. Additionally, the digital infrastructure investments we are making, including our ownership of CBRS wireless spectrum in National Landing and our agreements with AT&T, Cisco and Federated Wireless, are advancing our efforts to make National Landing among the first 5G-operable submarkets in the nation.

During the second quarter of 2023, we completed the construction of two new office buildings for Amazon on Metropolitan Park in National Landing, totaling 2.1 million square feet, inclusive of approximately 50,000 square feet of street-level retail with new shops and restaurants, and Amazon took occupancy of its new headquarters in June 2023. We are the developer, property manager and retail leasing agent for Amazon's new headquarters at National Landing. As of December

31, 2023, we also have leases with Amazon totaling approximately 927,000 square feet across five office buildings in National Landing.

#### *Outlook*

A fundamental component of our strategy to maximize long-term NAV per share is active capital allocation. We evaluate development, acquisition, disposition, share repurchases and other investment decisions based on how they may impact long-term NAV per share. We intend to continue to opportunistically sell or recapitalize assets as well as land sites where a ground lease or joint venture execution may represent the most attractive path to maximizing value. Successful execution of our capital allocation strategy enables us to source capital at NAV from the disposition of assets generating low cash yields and invest those proceeds in new acquisitions with higher cash yields and growth, development projects with significant yield spreads and profit potential, and share repurchases. Consequently, at any given time, we expect to be in various stages of discussions and negotiations with potential buyers, real estate venture partners, ground lessors and other counterparties with respect to sales, joint ventures and/or ground leases for certain of our assets, including portfolios thereof. These discussions and negotiations may or may not lead to definitive documentation or closed transactions. We anticipate redeploying the proceeds from these sales will not only help fund our planned growth, but will also further advance the strategic shift of our portfolio to majority multifamily. Current market conditions have significantly slowed down the pace of asset sales, and we expect this reduced activity to continue in 2024.

Our multifamily portfolio occupancy as of December 31, 2023 increased by 110 basis points compared to December 31, 2022. For fourth quarter lease expirations, we increased effective rents, which represent the average change in rental rates versus expiring rental rates net of concessions, by 7.0% upon renewal while achieving a 56.0% renewal rate across our portfolio. We continue to advance our two under-construction multifamily assets in National Landing, 1900 Crystal Drive and 2000/2001 South Bell Street, totaling 1,583 units. Upon delivery of 1900 Crystal Drive, expected in the second quarter of 2024, we will no longer be able to capitalize interest, which will increase annual interest expense by approximately \$17.3 million once the mortgage loan is fully drawn. Upon delivery of 2000/2001 South Bell Street, expected in the third quarter of 2025, we will no longer be able to capitalize interest, which will increase annual interest expense by approximately \$14.1 million once the mortgage loan is fully drawn. The current weighted average interest rate on these mortgage loans is 7.2%, and while we anticipate refinancing with agency debt upon stabilization, the ultimate terms of those future refinancings are not yet known.

Our office portfolio occupancy as of December 31, 2023 decreased by 20 basis points compared to December 31, 2022. During 2023, we executed 927,000 square feet of office leases during the year at our share, approximately 89% of which comprised leases in National Landing and 90.3% of leases (on a square footage basis) were with defense and technology tenants. We have 1.5 million square feet of office leases in National Landing expiring in 2024 or on a month-to-month status and expect only approximately 20.0% of this space to be renewed. As of December 31, 2023, we have leases with Amazon across five office buildings in National Landing totaling approximately 927,000 square feet with annualized rent totaling \$41.6 million, of which 191,000 square feet are month-to-month and 378,000 square feet expire in 2024. Of the month-to-month leases and leases expiring in 2024, 444,000 square feet represent the entirety of 1800 South Bell Street and 2100 Crystal Drive (which together generated \$14.7 million of NOI in 2023). In addition, we anticipate approximately 750,000 square feet (approximately \$36.9 million of annualized rent) will be vacated in 2024. In 2025, we have approximately 375,000 square feet expiring, and while it is too early to determine a precise retention rate, we expect at least 110,000 square feet or 29% (at least \$4.4 million of annualized rent) will vacate, but that number could increase as those expirations grow nearer.

As the office market continues to experience headwinds due to hybrid work trends and the broader macroeconomic environment, we anticipate continued weakness in the commercial office sector. In this environment, we expect many tenants will look for space that is newer or repurposed for their current flexible workspace needs. We have also seen tenants lease space but contract their total footprint. Accordingly, our efforts to re-lease certain spaces will be targeted toward buildings with long-term viability where we can concentrate occupancy, and we intend to take some of our other buildings out of service. In addition to 1800 South Bell Street, which we took out of service in the first quarter of 2024, we plan to take 2100 Crystal Drive out of service when Amazon vacates in the second quarter of 2024. We also plan to begin phasing 2200 Crystal Drive out of service as leases expire. With the objective of ultimately reducing our competitive

inventory in National Landing, we expect to repurpose these older, obsolete and vacant buildings for redevelopment, conversion to multifamily or another specialty use.

#### *Operating Results*

Highlights of operating results for the year ended December 31, 2023 included:

- net loss attributable to common shareholders of \$80.0 million, or \$0.78 per diluted common share, compared to net income attributable to common shareholders of \$85.4 million, or \$0.70 per diluted common share, for 2022;
- third-party real estate services revenue, including reimbursements, of \$92.1 million compared to \$89.0 million for 2022;
- operating multifamily portfolio leased and occupied percentages <sup>(1)</sup> at our share of 96.0% and 94.7% compared to 94.5% and 93.6% as of December 31, 2022;
- operating commercial portfolio leased and occupied percentages at our share of 86.3% and 84.9% compared to 88.5% and 85.1% as of December 31, 2022;
- the leasing of 927,000 square feet at our share, at an initial rent <sup>(2)</sup> of \$47.14 per square foot and a GAAP-basis weighted average rent per square foot <sup>(3)</sup> of \$45.52; and
- an increase in same store <sup>(4)</sup> NOI of 1.6% to \$299.9 million compared to \$295.0 million for 2022.

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<sup>(1)</sup> 2221 S. Clark Street - Residential and 900 W Street are excluded from leased and occupied percentages as they are operated as short-term rental properties.

<sup>(2)</sup> Represents the cash basis weighted average starting rent per square foot, which excludes free rent and fixed escalations.

<sup>(3)</sup> Represents the weighted average rent per square foot recognized over the term of the respective leases, including the effect of free rent and fixed escalations.

<sup>(4)</sup> Includes the results of the properties that are owned, operated and in-service for the entirety of both periods being compared except for properties for which significant redevelopment, renovation or repositioning occurred during either of the periods being compared.

Additionally, investing and financing activity during the year ended December 31, 2023 included:

- the sale of Falkland Chase, 5 M Street Southwest, Crystal City Marriott and Capitol Point-North-75 New York Avenue. See Note 3 to the consolidated financial statements for additional information;
- the sale of an 80.0% interest in 4747 Bethesda Avenue, and the sale of Stonebridge at Potomac Town Center and Rosslyn Gateway by our unconsolidated real estate ventures. See Note 5 to the consolidated financial statements for additional information;
- a \$187.6 million loan facility, collateralized by The Wren and F1RST Residences. See Note 10 to the consolidated financial statements for additional information;
- the repayment of \$142.4 million in mortgage loans collateralized by Falkland Chase-South & West and 800 North Glebe Road;
- net borrowings of \$62.0 million under our revolving credit facility;
- the amendment of our revolving credit facility. See Note 10 to the consolidated financial statements for additional information;
- the drawing of the \$50.0 million remaining advance under our Tranche A-2 Term Loan;
- a \$120.0 million term loan. See Note 10 to the consolidated financial statements for additional information;
- the payment of dividends totaling \$94.0 million and distributions to our noncontrolling interests of \$15.3 million;
- the repurchase and retirement of 22.6 million of our common shares for \$335.3 million, a weighted average purchase price per share of \$14.83; and
- the investment of \$333.7 million in development costs, construction in progress and real estate additions.



Activity subsequent to December 31, 2023 included:

- the repurchase and retirement of 2.7 million common shares for \$45.4 million, a weighted average purchase price per share of \$16.52, pursuant to a repurchase plan under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended;
- the repayment of our outstanding revolving credit facility;
- the sale of North End Retail, a multifamily asset, for a gross sales price of \$14.3 million;
- the sale of Central Place Tower by one of our unconsolidated real estate ventures for a gross sales price of \$325.0 million; and
- the declaration of a quarterly dividend of \$0.175 per common share, payable on March 15, 2024 to shareholders of record as of March 1, 2024.

### **Critical Accounting Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that in certain circumstances may significantly impact our financial results. These estimates are prepared using management's best judgment, after considering past and current events and economic conditions. In addition, certain information relied upon by management in preparing such estimates includes internally generated financial and operating information, external market information, when available, and when necessary, information obtained from consultations with third-party experts. Actual results could differ from these estimates. We consider an accounting estimate to be critical if changes in the estimate could have a material impact on our consolidated results of operations or financial condition.

Our significant accounting policies are fully described in Note 2 to the consolidated financial statements; however, the most critical accounting estimates, which involve the use of judgments as to future uncertainties and, therefore, may result in actual amounts that differ from estimates, are as follows:

#### *Asset Acquisitions*

*Description:* We account for asset acquisitions, which includes the consolidation of previously unconsolidated real estate ventures, at cost, including transaction costs, plus the fair value of any assumed debt. We estimate the fair values of acquired assets and liabilities assumed based on our evaluation of information and estimates available at the date of acquisition. Based on these estimates, we allocate the purchase price, including all transaction costs related to the acquisition and any contingent consideration, to the identified assets acquired and liabilities assumed based on their relative fair value.

*Judgments and Uncertainties:* Asset acquisitions primarily consist of buildings and land. The fair values of buildings are determined using the "as-if vacant" approach whereby we use discounted cash flow models with inputs and assumptions that we believe are consistent with current market conditions for similar assets. The most significant assumptions in determining the allocation of the purchase price to buildings are the exit capitalization rate, discount rate, estimated market rents and hypothetical expected lease-up periods, when applicable. We assess the fair value of land based on market comparisons and development projects using an income approach of cost plus a margin.

*Sensitivity of Estimate to Change:* While our methodology did not change in 2023, to the extent the estimates and assumptions in our discounted cash flow models used to value our buildings or our projections of land value change due to market conditions or other factors, our estimated fair values may be different and such differences could be material to our consolidated financial statements.

#### *Real Estate*

*Description:* Real estate is carried at cost, net of accumulated depreciation and amortization. As real estate is undergoing redevelopment activities, all property operating expenses directly associated with and attributable to the redevelopment, including interest expense, are capitalized to the extent that we believe such costs are recoverable through the value of the property.

*Judgments and Uncertainties:* Our real estate and related intangible assets are reviewed for impairment whenever there are changes in circumstances or indicators that the carrying amount of the assets may not be recoverable. These indicators may include declining operating performance, below average occupancy, shortened anticipated holding periods, costs in excess of budgets for under-construction assets and other adverse changes. An impairment exists when the carrying amount of an asset exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. Estimates of future cash flows are based on our current plans, anticipated holding periods and available market information at the time the analyses are prepared. An impairment loss is recognized if the carrying amount of the asset is not recoverable and is measured based on the excess of the property's carrying amount over its estimated fair value. Estimated fair values are calculated based on the following information in order of preference, dependent upon availability: (i) pending or executed agreements, (ii) market prices for comparable properties or (iii) the sum of discounted cash flows.

*Sensitivity of Estimate to Change:* While our methodology did not change in 2023, if our estimates of future cash flows, anticipated holding periods, asset strategy or fair values change, based on market conditions, anticipated selling prices or other factors, our evaluation of impairment losses may be different and such differences could be material to our consolidated financial statements. Estimates of future cash flows are subjective and are based, in part, on assumptions regarding future occupancy, rental rates, capitalization and discount rates, and capital requirements that could differ materially from actual results. Longer anticipated holding periods for real estate assets directly reduce the likelihood of recording an impairment loss. If there is a change in the strategy for an asset or if market conditions dictate a shorter holding period, an impairment loss may be recognized, and such loss could be material.

#### *Investments in Real Estate Ventures*

*Description:* We use the equity method of accounting for investments in unconsolidated real estate ventures when we have significant influence, but do not have a controlling financial interest.

*Judgments and Uncertainties:* On a periodic basis, we evaluate our investments in unconsolidated real estate ventures for impairment. An investment in a real estate venture is considered impaired if we determine that its fair value is less than the net carrying value of the investment in that real estate venture on an other-than-temporary basis. Cash flow projections for the investments consider property level factors such as expected future operating income, trends and prospects, anticipated holding periods, as well as the effects of demand, competition and other factors. We consider various qualitative factors to determine if a decrease in the value of our investment is other-than-temporary. These factors include the age of the venture, our intent and ability to retain our investment in the real estate venture, financial condition and long-term prospects of the real estate venture and relationships with our partners and banks. If we believe that the decline in the fair value of the investment is temporary, no impairment loss is recorded. If our analysis indicates that there is an other-than temporary impairment related to the investment in a particular real estate venture, the carrying value of the venture will be adjusted to an amount that reflects the estimated fair value of the investment. In the event our investment in a real estate venture is reduced to zero, and we are not obligated to provide for additional losses, have not guaranteed its obligations or otherwise committed to providing financial support, we will discontinue the equity method of accounting until such point that our share of net income equals the share of net losses not recognized during the period the equity method was suspended.

*Sensitivity of Estimate to Change:* While our methodology did not change in 2023, if our cash flow projections or our evaluation of qualitative factors change, based on market conditions or other factors, our evaluation of impairment losses may be different and such differences could be material to our consolidated financial statements. Cash flow projections are subjective and are based, in part, on assumptions regarding expected future operating income, trends and prospects, anticipated holding periods, as well as the effects of demand, competition and other factors that could differ materially from actual results. If our assessment that an impairment is other-than-temporary changes, it could result in an impairment loss that could be material to our consolidated financial statements.

#### *Revenue Recognition*

*Description:* We have leases with various tenants across our portfolio of properties, which generate rental income and operating cash flows for our benefit. Property rental revenue includes base rent each tenant pays in accordance with the terms of its respective lease and is reported on a straight-line basis over the non-cancellable term of the lease, which includes the effects of periodic step-ups in rent and rent abatements under the lease.

**Judgments and Uncertainties:** We periodically evaluate the collectability of amounts due from tenants and recognize an adjustment to property rental revenue for accounts receivable and deferred rent receivable if we conclude it is not probable we will collect the remaining lease payments under the lease agreements. We exercise judgment in assessing the probability of collection and consider payment history, current credit status and economic outlook in making this determination.

**Sensitivity of Estimate to Change:** If the probability of collection changes, due to tenant creditworthiness, changes to tenant payment patterns or economic trends, our evaluation of collectability may be different and such differences could be material to our consolidated financial statements.

## Recent Accounting Pronouncements

See Note 2 to the consolidated financial statements for a description of recent accounting pronouncements.

## Results of Operations

The following section discusses certain line items from our consolidated statements of operations and the year-to-year comparisons between 2023 and 2022. Discussions of the year-to-year comparisons between 2022 and 2021 can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of [Annual Report on Form 10-K for the year ended December 31, 2022](#), filed with the SEC on February 21, 2023.

In 2023, we sold an 80.0% interest in 4747 Bethesda Avenue to an unconsolidated real estate venture, and we sold Falkland Chase, 5 M Street Southwest, Crystal City Marriott and Capital Point-North-75 New York Avenue. In 2022, we sold the Universal Buildings and Pen Place, and sold 7200 Wisconsin Avenue, 1730 M Street, RTC-West/RTC-West Trophy Office/RTC-West Land and Courthouse Plaza 1 and 2 to an unconsolidated real estate venture. We collectively refer to these assets as the "Disposed Properties" in the discussion below. In 2022, we acquired the remaining 36.0% ownership interest in Atlantic Plumbing and the remaining 50.0% ownership interest in 8001 Woodmont, which were previously owned by unconsolidated real estate ventures and consolidated upon acquisition.

### Comparison of the Year Ended December 31, 2023 to 2022

The following summarizes certain line items from our consolidated statements of operations that we believe are important in understanding our operations and/or those items which significantly changed in the year ended December 31, 2023 compared to the same period in 2022:

	Year Ended December 31,		
	2023	2022	% Change
	(Dollars in thousands)		
Property rental revenue	\$ 483,159	\$ 491,738	(1.7)%
Third-party real estate services revenue, including reimbursements	92,051	89,022	3.4 %
Depreciation and amortization expense	210,195	213,771	(1.7)%
Property operating expense	144,049	150,004	(4.0)%
Real estate taxes expense	57,668	62,167	(7.2)%
General and administrative expense:			
Corporate and other	54,838	58,280	(5.9)%
Third-party real estate services	88,948	94,529	(5.9)%
Share-based compensation related to Formation Transaction and special equity awards	549	5,391	(89.8)%
Loss from unconsolidated real estate ventures, net	26,999	17,429	54.9 %
Interest and other income, net	15,781	18,617	(15.2)%
Interest expense	108,660	75,930	43.1 %
Gain on the sale of real estate, net	79,335	161,894	(51.0)%
Impairment loss	90,226	—	*

\* Not meaningful.

Property rental revenue decreased by \$8.6 million, or 1.7%, to \$483.2 million in 2023 from \$491.7 million in 2022. The decrease was primarily due to a \$39.1 million decrease in revenue from our commercial assets, partially offset by a \$26.6

million increase in revenue from our multifamily assets and a \$3.9 million increase in other revenue. The decrease in revenue from our commercial assets was primarily due to a \$31.2 million decrease related to the Disposed Properties, and lower occupancy and rents across the portfolio. The increase in revenue from our multifamily assets was primarily due to a \$16.9 million increase related to the consolidation of Atlantic Plumbing and 8001 Woodmont, and higher occupancy and rents across the portfolio, partially offset by a \$2.0 million decrease related to the sale of Falkland Chase.

Third-party real estate services revenue, including reimbursements, increased by \$3.0 million, or 3.4%, to \$92.1 million in 2023 from \$89.0 million in 2022. The increase was primarily due to a \$1.9 million increase in development fees related to the timing of development projects, a \$1.9 million increase in reimbursement revenue and an \$861,000 increase in construction management fees due to an increase in active projects, partially offset by a \$1.2 million decrease in asset management fees due to the sale of assets within the JBG Legacy Funds.

Depreciation and amortization expense decreased by \$3.6 million, or 1.7%, to \$210.2 million in 2023 from \$213.8 million in 2022. The decrease was primarily due to a \$14.9 million decrease related to the Disposed Properties, a \$4.3 million decrease due to the amortization of the acquired in-place lease intangible at The Batley in 2022 and a \$3.9 million decrease related to 2221 S. Clark Street-Residential due to the amortization and disposal of certain tenant improvements in 2022. The decrease in depreciation and amortization expense was partially offset by an \$8.9 million increase related to the consolidation of Atlantic Plumbing and 8001 Woodmont, a \$6.5 million increase related to 2100 Crystal Drive due to the acceleration of depreciation of certain assets as the building will be taken out of service in the second quarter of 2024, and a \$4.2 million increase related to 2451 Crystal Drive and 1550 Crystal Drive due to the amortization and disposal of certain tenant improvements in 2023.

Property operating expense decreased by \$6.0 million, or 4.0%, to \$144.0 million in 2023 from \$150.0 million in 2022. The decrease was primarily due to a \$11.0 million decrease in property operating expense from our commercial assets and a \$5.2 million decrease in other property operating expense, partially offset by a \$10.2 million increase in property operating expense from our multifamily assets. The decrease in property operating expense from our commercial assets was primarily due to a \$9.5 million decrease related to the Disposed Properties and a \$1.4 million decrease in construction management services provided to tenants. The decrease in other property operating expense was primarily due to a \$1.9 million decrease in insurance claims covered by our captive insurance subsidiary, a \$1.1 million decrease in costs incurred related to digital infrastructure initiatives in National Landing and a \$1.1 million decrease related to operating expenses for properties under development. The increase in property operating expense from our multifamily assets was primarily due to a \$6.9 million increase related to the consolidation of Atlantic Plumbing and 8001 Woodmont, and a \$3.6 million increase in operating expenses across our multifamily portfolio, primarily related to higher compensation, temporary staffing, cleaning, marketing, legal and security expenses.

Real estate taxes expense decreased by \$4.5 million, or 7.2%, to \$57.7 million in 2023 from \$62.2 million in 2022. The decrease was primarily due to a \$5.8 million decrease related to the Disposed Properties and lower assessments across the portfolio, partially offset by a \$2.1 million increase related to the consolidation of Atlantic Plumbing and 8001 Woodmont.

General and administrative expense: corporate and other decreased by \$3.4 million, or 5.9%, to \$54.8 million in 2023 from \$58.3 million in 2022. The decrease was primarily due to lower compensation expense resulting from lower headcount, partially offset by a decrease in capitalized payroll.

General and administrative expense: third-party real estate services decreased by \$5.6 million, or 5.9%, to \$88.9 million in 2023 from \$94.5 million in 2022. The decrease was primarily due to lower compensation expense resulting from lower headcount, partially offset by an increase in third-party reimbursable expenses.

General and administrative expense: share-based compensation related to Formation Transaction and special equity awards decreased by \$4.8 million, or 89.8%, to \$549,000 in 2023 from \$5.4 million in 2022. The decrease was primarily due to the graded vesting of certain awards issued in prior years, which resulted in lower expense as portions of the awards vested.

Loss from unconsolidated real estate ventures increased by \$9.6 million, or 54.9%, to \$27.0 million for 2023 from \$17.4 million in 2022. The increase was primarily due to a \$9.3 million increase in impairment losses, a \$6.4 million reduction in gains at our share from the sale of various assets in 2022 and a decrease in income at our share. The increase in loss

from unconsolidated real estate ventures was partially offset by a \$5.6 million decrease in loss related to the consolidation of Atlantic Plumbing and 8001 Woodmont as these assets were not yet stabilized and incurring losses and a \$1.6 million decrease related to our suspension of the equity method of accounting for the L'Enfant Plaza Assets.

Interest and other income decreased by approximately \$2.8 million, or 15.2%, to \$15.8 million in 2023 from \$18.6 million in 2022. The decrease was primarily due to a \$12.6 million decrease in realized gains primarily from the sale of investments in equity securities in 2022 and an \$883,000 decrease in unrealized gains from investments. The decrease in interest and other income was partially offset by a \$6.2 million increase in interest income from our outstanding cash balances and a \$6.0 million gain from the settlement of litigation in 2023.

Interest expense increased by \$32.7 million, or 43.1%, to \$108.7 million in 2023 from \$75.9 million in 2022. The increase in interest expense was primarily due to (i) a \$32.3 million increase due to higher outstanding debt, (ii) a \$15.2 million decrease related to the mark-to-market associated with our non-designated derivatives, (iii) a \$14.0 million increase related to rising interest rates on variable rate mortgage loans and (iv) a \$3.8 million increase related to the consolidation of 8001 Woodmont. The increase in interest expense was partially offset by (v) a \$15.9 million increase in capitalized interest, (vi) a \$7.7 million decrease related to mortgage loans collateralized by 2121 Crystal Drive and Falkland Chase-South & West, which were repaid during 2023, and (vii) a \$7.1 million decrease related to the Disposed Properties, excluding Falkland Chase-South & West.

Gain on the sale of real estate of \$79.3 million in 2023 and \$161.9 million in 2022 was due to the sale of the Disposed Properties.

Impairment loss of \$90.2 million in 2023 related to various commercial assets (2101 L Street, 2100 Crystal Drive and 2200 Crystal Drive) and a development parcel, which were written down to their estimated fair value.

## **FFO**

FFO is a non-GAAP financial measure computed in accordance with the definition established by Nareit in the Nareit FFO White Paper - 2018 Restatement. Nareit defines FFO as net income (loss) (computed in accordance with GAAP), excluding depreciation and amortization expense related to real estate, gains (losses) from the sale of certain real estate assets, gains (losses) from change in control and impairment write-downs of certain real estate assets and investments in entities when the impairment is directly attributable to decreases in the value of depreciable real estate held by the entity, including our share of such adjustments for unconsolidated real estate ventures.

We believe FFO is a meaningful non-GAAP financial measure useful in comparing our levered operating performance from period-to-period and compared to similar real estate companies because FFO excludes real estate depreciation and amortization expense, which implicitly assumes that the value of real estate diminishes predictably over time rather than fluctuating based on market conditions, and other non-comparable income and expenses. FFO does not represent cash generated from operating activities and is not necessarily indicative of cash available to fund cash requirements and should not be considered as an alternative to net income (loss) (computed in accordance with GAAP), as a performance measure or cash flow as a liquidity measure. FFO may not be comparable to similarly titled measures used by other companies.

The following is the reconciliation of net income (loss) attributable to common shareholders, the most directly comparable GAAP measure, to FFO:

	Year Ended December 31,		
	2023	2022	2021
	(In thousands)		
Net income (loss) attributable to common shareholders	\$ (79,978)	\$ 85,371	\$ (79,257)
Net income (loss) attributable to redeemable noncontrolling interests	(10,596)	13,244	(8,728)
Net income (loss) attributable to noncontrolling interests	(1,135)	371	(1,740)
Net income (loss)	(91,709)	98,986	(89,725)
Gain on the sale of real estate, net of tax	(79,335)	(158,769)	(11,290)
Gain on the sale of unconsolidated real estate assets	(411)	(6,797)	(28,326)
Real estate depreciation and amortization	203,269	204,752	227,424
Real estate impairment loss, net of tax	90,226	—	24,301
Impairment related to unconsolidated real estate ventures <sup>(1)</sup>	28,598	19,286	25,263
Pro rata share of real estate depreciation and amortization from unconsolidated real estate ventures	11,545	21,169	28,216
FFO attributable to noncontrolling interests	1,024	(735)	1,522
FFO attributable to OP Units	163,207	177,892	177,385
FFO attributable to redeemable noncontrolling interests	(22,820)	(21,846)	(18,034)
FFO attributable to common shareholders	<u>\$ 140,387</u>	<u>\$ 156,046</u>	<u>\$ 159,351</u>

<sup>(1)</sup> Related to decreases in the value of the underlying real estate assets.

### NOI and Same Store NOI

NOI is a non-GAAP financial measure management uses to assess an asset's performance. The most directly comparable GAAP measure is net income (loss) attributable to common shareholders. We use NOI internally as a performance measure and believe NOI provides useful information to investors regarding our financial condition and results of operations because it reflects only property related revenue (which includes base rent, tenant reimbursements and other operating revenue, net of free rent and payments associated with assumed lease liabilities) less operating expenses and ground rent for operating leases, if applicable. NOI also excludes deferred rent, related party management fees, interest expense, and certain other non-cash adjustments, including the accretion of acquired below-market leases and the amortization of acquired above-market leases and below-market ground lease intangibles. Management uses NOI as a supplemental performance measure of our assets and believes it provides useful information to investors because it reflects only those revenue and expense items that are incurred at the asset level, excluding non-cash items. In addition, NOI is considered by many in the real estate industry to be a useful starting point for determining the value of a real estate asset or group of assets. However, because NOI excludes depreciation and amortization expense and captures neither the changes in the value of our assets that result from use or market conditions, nor the level of capital expenditures and capitalized leasing commissions necessary to maintain the operating performance of our assets, all of which have real economic effect and could materially impact the financial performance of our assets, the utility of NOI as a measure of the operating performance of our assets is limited. NOI presented by us may not be comparable to NOI reported by other REITs that define these measures differently. We believe to facilitate a clear understanding of our operating results, NOI should be examined in conjunction with net income (loss) attributable to common shareholders as presented in our consolidated financial statements. NOI should not be considered as an alternative to net income (loss) attributable to common shareholders as an indication of our performance or to cash flows as a measure of liquidity or our ability to make distributions.

Information provided on a same store basis includes the results of properties that are owned, operated and in-service for the entirety of both periods being compared, which excludes disposed properties or properties for which significant redevelopment, renovation or repositioning occurred during either of the periods being compared. During the year ended December 31, 2023, our same store pool decreased to 42 properties from 47 properties due to (i) the sale of Falkland Chase, Crystal City Marriott, Stonebridge at Potomac Town Center and Rosslyn Gateway, (ii) the exclusion of The Foundry as we discontinued the equity method of accounting for this unconsolidated real estate venture and our investment in the venture was reduced to zero and (iii) the inclusion of The Wren and The Batley as they were in service for the entirety of the comparable periods. While there is judgment surrounding changes in designations, a property is removed

from the same store pool when the property is considered to be under-construction because it is undergoing significant redevelopment or renovation pursuant to a formal plan or is being repositioned in the market and such renovation or repositioning is expected to have a significant impact on property NOI. A development property or under-construction property is moved to the same store pool once a substantial portion of the growth expected from the development or redevelopment is reflected in both the current and comparable prior year period. Acquisitions are moved into the same store pool once we have owned the property for the entirety of the comparable periods and the property is not under significant development or redevelopment.

Same store NOI increased by \$4.8 million, or 1.6%, to \$299.9 million for the year ended December 31, 2023 from \$295.0 million for the year ended December 31, 2022. The increase was substantially attributable to (i) higher rents and occupancy, partially offset by higher concessions and higher operating expenses in our multifamily portfolio and (ii) lower occupancy, partially offset by the burn off of rent abatements, higher parking revenue and lower operating expenses in our commercial portfolio.

The following is the reconciliation of net income (loss) attributable to common shareholders to NOI and same store NOI:

	<b>Year Ended December 31,</b>	
	<b>2023</b>	<b>2022</b>
	(Dollars in thousands)	
Net income (loss) attributable to common shareholders	\$ (79,978)	\$ 85,371
Add:		
Depreciation and amortization expense	210,195	213,771
General and administrative expense:		
Corporate and other	54,838	58,280
Third-party real estate services	88,948	94,529
Share-based compensation related to Formation Transaction and special equity awards	549	5,391
Transaction and other costs	8,737	5,511
Interest expense	108,660	75,930
Loss on the extinguishment of debt	450	3,073
Impairment loss	90,226	—
Income tax expense (benefit)	(296)	1,264
Net income (loss) attributable to redeemable noncontrolling interests	(10,596)	13,244
Net income (loss) attributable to noncontrolling interests	(1,135)	371
Less:		
Third-party real estate services, including reimbursements revenue	92,051	89,022
Other revenue	10,902	7,421
Loss from unconsolidated real estate ventures, net	(26,999)	(17,429)
Interest and other income, net	15,781	18,617
Gain on the sale of real estate, net	79,335	161,894
<b>Consolidated NOI</b>	<b>299,528</b>	<b>297,210</b>
NOI attributable to unconsolidated real estate ventures at our share	19,452	26,861
Non-cash rent adjustments <sup>(1)</sup>	(23,482)	(17,442)
Other adjustments <sup>(2)</sup>	22,994	27,739
Total adjustments	18,964	37,158
<b>NOI</b>	<b>318,492</b>	<b>334,368</b>
Less: out-of-service NOI loss <sup>(3)</sup>	(3,512)	(4,849)
<b>Operating Portfolio NOI</b>	<b>322,004</b>	<b>339,217</b>
<b>Non-same store NOI <sup>(4)</sup></b>	<b>22,125</b>	<b>44,174</b>
<b>Same store NOI <sup>(5)</sup></b>	<b>\$ 299,879</b>	<b>\$ 295,043</b>
Change in same store NOI	1.6%	
Number of properties in same store pool	42	

<sup>(1)</sup> Adjustment to exclude straight-line rent, above/below market lease amortization and lease incentive amortization.

<sup>(2)</sup> Adjustment to include other revenue and payments associated with assumed lease liabilities related to operating properties and to exclude commercial lease termination revenue and related party management fees.

<sup>(3)</sup> Includes the results of our under-construction assets and assets in the development pipeline.



- (4) Includes the results of properties that were not in-service for the entirety of both periods being compared, including disposed properties, and properties for which significant redevelopment, renovation or repositioning occurred during either of the periods being compared.
- (5) Includes the results of the properties that are owned, operated and in-service for the entirety of both periods being compared.

#### Reportable Segments

We review operating and financial data for each property on an individual basis; therefore, each of our individual properties is a separate operating segment. We define our reportable segments to be aligned with our method of internal reporting and the way our Chief Executive Officer, who is also our CODM, makes key operating decisions, evaluates financial results, allocates resources and manages our business. Accordingly, we aggregate our operating segments into three reportable segments (multifamily, commercial and third-party asset management and real estate services) based on the economic characteristics and nature of our assets and services.

The CODM measures and evaluates the performance of our operating segments, with the exception of the third-party asset management and real estate services business, based on the NOI of properties within each segment.

With respect to the third-party asset management and real estate services business, the CODM reviews revenue streams generated by this segment ("Third-party real estate services, including reimbursements"), as well as the expenses attributable to the segment ("General and administrative: third-party real estate services"), which are both disclosed separately in our consolidated statements of operations. The following represents the components of revenue from our third-party asset management and real estate services business:

	Year Ended December 31,	
	2023	2022
	(In thousands)	
Property management fees	\$ 19,930	\$ 19,589
Asset management fees	5,030	6,191
Development fees	10,253	8,325
Leasing fees	5,592	6,017
Construction management fees	1,383	522
Other service revenue	5,316	5,706
Third-party real estate services revenue, excluding reimbursements	47,504	46,350
Reimbursement revenue <sup>(1)</sup>	44,547	42,672
Third-party real estate services revenue, including reimbursements	92,051	89,022
Third-party real estate services expenses	88,948	94,529
Third-party real estate services revenue less expenses	\$ 3,103	\$ (5,507)

- <sup>(1)</sup> Represents reimbursements of expenses incurred by us on behalf of third parties, including allocated payroll costs and amounts paid to third-party contractors for construction management projects.

See discussion of third-party real estate services revenue, including reimbursements, and third-party real estate services expenses for the year ended December 31, 2023 in the preceding pages under "Results of Operations."

Consistent with internal reporting presented to our CODM and our definition of NOI, the third-party asset management and real estate services operating results are excluded from the NOI data below. Property revenue is calculated as property rental revenue plus parking revenue. Property expense is calculated as property operating expenses plus real estate taxes. Consolidated NOI is calculated as property revenue less property expense. See Note 20 to the consolidated financial statements for the reconciliation of net income (loss) attributable to common shareholders to consolidated NOI for the years ended December 31, 2023 and 2022.

The following is a summary of NOI by segment:

	Year Ended December 31,	
	2023	2022
	(In thousands)	
Property revenue: <sup>(1)</sup>		
Multifamily	\$ 207,752	\$ 180,925
Commercial	279,670	318,485
Other <sup>(2)</sup>	13,823	9,971
Total property revenue	501,245	509,381
Property expense: <sup>(3)</sup>		
Multifamily	94,225	82,597
Commercial	108,800	124,173
Other <sup>(2)</sup>	(1,308)	5,401
Total property expense	201,717	212,171
Consolidated NOI:		
Multifamily	113,527	98,328
Commercial	170,870	194,312
Other <sup>(2)</sup>	15,131	4,570
Consolidated NOI	\$ 299,528	\$ 297,210

<sup>(1)</sup> Includes property rental revenue and parking revenue.

<sup>(2)</sup> Includes activity related to development assets, corporate entities, land assets for which we are the ground lessor and the elimination of inter-segment activity.

<sup>(3)</sup> Includes property operating expenses and real estate taxes.

#### Comparison of the Year Ended December 31, 2023 to 2022

Multifamily: Property revenue increased by \$26.8 million, or 14.8%, to \$207.8 million in 2023 from \$180.9 million in 2022. Consolidated NOI increased by \$15.2 million, or 15.5%, to \$113.5 million in 2023 from \$98.3 million in 2022. The increases in property revenue and consolidated NOI were primarily due to the consolidation of Atlantic Plumbing and 8001 Woodmont, and higher occupancy and rents across the portfolio. The increase in consolidated NOI was partially offset by an increase in property operating costs.

Commercial: Property revenue decreased by \$38.8 million, or 12.2%, to \$279.7 million in 2023 from \$318.5 million in 2022. Consolidated NOI decreased by \$23.4 million, or 12.1%, to \$170.9 million in 2023 from \$194.3 million in 2022. The decreases in property revenue and consolidated NOI were primarily due to the Disposed Properties and lower occupancy and rents across the portfolio.

#### Liquidity and Capital Resources

Property rental revenue is our primary source of operating cash flow and depends on many factors including occupancy levels and rental rates, as well as our tenants' ability to pay rent. In addition, our third-party asset management and real estate services business provides fee-based real estate services to the JBG Legacy Funds, other third parties and the WHI Impact Pool. Our assets provide a relatively consistent level of cash flow that enables us to pay operating expenses, debt service, recurring capital expenditures, dividends to shareholders and distributions to holders of OP Units and LTIP Units. Other sources of liquidity to fund cash requirements include proceeds from financings, recapitalizations, asset sales, and the issuance and sale of securities. We anticipate that cash flows from continuing operations and proceeds from financings, asset sales and recapitalizations, together with existing cash balances, will be adequate to fund our business operations, debt amortization, capital expenditures, any dividends to shareholders, and distributions to holders of OP Units and LTIP Units.

## Mortgage Loans

The following is a summary of mortgage loans:

	Weighted Average Effective Interest Rate <sup>(1)</sup>	December 31,	
		2023	2022
		(In thousands)	
Variable rate <sup>(2)</sup>	6.25%	\$ 608,582	\$ 892,268
Fixed rate <sup>(3)</sup>	4.78%	1,189,643	1,009,607
Mortgage loans		1,798,225	1,901,875
Unamortized deferred financing costs and premium/discount, net <sup>(4)</sup>		(15,211)	(11,701)
Mortgage loans, net		\$ 1,783,014	\$ 1,890,174

(1) Weighted average effective interest rate as of December 31, 2023.

(2) Includes variable rate mortgage loans with interest rate cap agreements. For mortgage loans with interest rate caps, the weighted average interest rate cap strike was 3.33%, and the weighted average maturity date of the interest rate caps is March 2025. The interest rate cap strike is exclusive of the credit spreads associated with the mortgage loans. As of December 31, 2023, one-month term SOFR was 5.35%.

(3) Includes variable rate mortgage loans with interest rates fixed by interest rate swap agreements

(4) As of December 31, 2022, excludes \$2.2 million of net deferred financing costs related to unfunded mortgage loans that were included in "Other assets, net" in our consolidated balance sheet.

As of December 31, 2023 and 2022, the net carrying value of real estate collateralizing our mortgage loans totaled \$2.2 billion. Our mortgage loans contain covenants that limit our ability to incur additional indebtedness on these properties and, in certain circumstances, require lender approval of tenant leases and/or yield maintenance upon repayment prior to maturity. Certain mortgage loans are recourse to us. See Note 21 to the consolidated financial statements for additional information.

In January 2023, we entered into a \$187.6 million loan facility, collateralized by The Wren and F1RST Residences. The loan has a seven-year term and a fixed interest rate of 5.13%. This loan is the initial advance under a Fannie Mae multifamily credit facility which provides flexibility for collateral substitutions, future advances tied to performance, ability to mix fixed and floating rates, and staggered maturities. Proceeds from the loan were used, in part, to repay the \$131.5 million mortgage loan collateralized by 2121 Crystal Drive, which had a fixed interest rate of 5.51%.

In June 2023, we repaid \$142.4 million in mortgage loans collateralized by Falkland Chase-South & West and 800 North Glebe Road.

In August 2022, we entered into a mortgage loan with a principal balance of \$97.5 million collateralized by WestEnd25. The mortgage loan has a seven-year term and an interest rate of SOFR plus 1.45%. We also entered into an interest rate swap with a total notional value of \$97.5 million, which effectively fixes SOFR at an average interest rate of 2.71% through the maturity date. During the year ended December 31, 2021, we entered into two separate mortgage loans with an aggregate principal balance of \$190.0 million, collateralized by 1225 S. Clark Street and 1215 S. Clark Street.

As of December 31, 2023 and 2022, we had various interest rate swap and cap agreements on certain of our mortgage loans with an aggregate notional value of \$1.7 billion and \$1.3 billion. See Note 19 to the consolidated financial statements for additional information.

## Revolving Credit Facility and Term Loans

As of December 31, 2023, our unsecured revolving credit facility and term loans totaling \$1.5 billion consisted of a \$750.0 million revolving credit facility maturing in June 2027, a \$200.0 million Tranche A-1 Term Loan maturing in January 2025, a \$400.0 million Tranche A-2 Term Loan maturing in January 2028 and a \$120.0 million 2023 Term Loan maturing in June 2028.

In January 2022, the Tranche A-1 Term Loan was amended to extend the maturity date to January 2025 with two one-year extension options, and to amend the interest rate to SOFR plus 1.15% to SOFR plus 1.75%, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets.

In July 2022, the Tranche A-2 Term Loan was amended to increase its borrowing capacity by \$200.0 million. The incremental \$200.0 million included a delayed draw feature, of which \$150.0 million was drawn in September 2022 and the remaining \$50.0 million was drawn in May 2023. The amendment extended the maturity date of the term loan to January 2028 and amended the interest rate to SOFR plus 1.25% to SOFR plus 1.80%, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets.

Effective as of June 29, 2023, the revolving credit facility was amended to: (i) reduce the borrowing capacity from \$1.0 billion to \$750.0 million, (ii) extend the maturity date from January 2025 to June 2027 and (iii) amend the interest rate to daily SOFR plus 1.40% to daily SOFR plus 1.85%, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets. We have the option to increase the \$750.0 million revolving credit facility or add term loans up to \$500.0 million, and we also have the right to extend the maturity date beyond June 2027 via two six-month extension options.

In addition, on June 29, 2023, we entered into a \$120.0 million term loan maturing in June 2028 with an interest rate of one-month term SOFR plus 1.25% to one-month term SOFR plus 1.80%, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets.

In July 2023, we amended the covenants related to the Tranche A-1 Term Loan and the Tranche A-2 Term Loan to be consistent with the revolving credit facility and 2023 Term Loan covenants.

The following is a summary of amounts outstanding under the revolving credit facility and term loans:

	Effective Interest Rate <sup>(1)</sup>	December 31,	
		2023	2022
		(In thousands)	
Revolving credit facility <sup>(2) (3)</sup>	6.83%	\$ 62,000	\$ —
Tranche A-1 Term Loan <sup>(4)</sup>	2.70%	\$ 200,000	\$ 200,000
Tranche A-2 Term Loan <sup>(5)</sup>	3.58%	400,000	350,000
2023 Term Loan <sup>(6)</sup>	5.31%	120,000	—
Term loans		720,000	550,000
Unamortized deferred financing costs, net		(2,828)	(2,928)
Term loans, net		\$ 717,172	\$ 547,072

<sup>(1)</sup> Effective interest rate as of December 31, 2023. The interest rate for the revolving credit facility excludes a 0.15% facility fee.

<sup>(2)</sup> As of December 31, 2023, daily SOFR was 5.38%. As of December 31, 2023 and 2022, letters of credit with an aggregate face amount of \$467,000 were outstanding under our revolving credit facility. In February 2024, we repaid all amounts outstanding under our revolving credit facility.

<sup>(3)</sup> As of December 31, 2023 and 2022, excludes net deferred financing costs related to our revolving credit facility of \$10.2 million and \$3.3 million that were included in "Other assets, net" in our consolidated balance sheets.

<sup>(4)</sup> As of December 31, 2023, the interest rate swaps fix SOFR at a weighted average interest rate of 1.46%. Interest rate swaps with a total notional value of \$200.0 million mature in July 2024. We have two forward-starting interest rate swaps that will be effective July 2024 with a total notional value of \$200.0 million, which will effectively fix SOFR at a weighted average interest rate of 4.00% through January 2027.

<sup>(5)</sup> As of December 31, 2023, the interest rate swaps fix SOFR at a weighted average interest rate of 2.29%. Interest rate swaps with a total notional value of \$200.0 million mature in July 2024 and with a total notional value of \$200.0 million mature in January 2028. We have two forward-starting interest rate swaps that will be effective July 2024 with a total notional value of \$200.0 million, which will effectively fix SOFR at a weighted average interest rate of 2.81% through the maturity date.

<sup>(6)</sup> As of December 31, 2023, the outstanding balance was fixed by an interest rate swap agreement, which fixes SOFR at an interest rate of 4.01% through the maturity date.

### *Common Shares Repurchased*

Our Board of Trustees previously authorized the repurchase of up to \$1.0 billion of our outstanding common shares, and in May 2023, increased the common share repurchase authorization to \$1.5 billion. During the year ended December 31, 2023, we repurchased and retired 22.6 million common shares for \$335.3 million, a weighted average purchase price per share of \$14.83. During the year ended December 31, 2022, we repurchased and retired 14.2 million common shares for \$361.0 million, a weighted average purchase price per share of \$25.49. During the year ended December 31, 2021, we repurchased and retired 5.4 million common shares for \$157.7 million, a weighted average purchase price per share of \$29.34. Since we began the share repurchase program through December 31, 2023, we have repurchased and retired 45.9 million common shares for \$958.8 million, a weighted average purchase price per share of \$20.88.

During the first quarter of 2024, through the date of this filing, we repurchased and retired 2.7 million common shares for \$45.4 million, a weighted average purchase price per share of \$16.52, pursuant to a repurchase plan under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended.

Purchases under the program are made either in the open market or in privately negotiated transactions from time to time as permitted by federal securities laws and other legal requirements. The timing, manner, price and amount of any repurchases will be determined by us at our discretion and will be subject to economic and market conditions, share price, applicable legal requirements and other factors. The program may be suspended or discontinued at our discretion without prior notice.

### *Material Cash Requirements*

Our material cash requirements for the next 12 months and beyond are to fund:

- normal recurring expenses;
- debt service and principal repayment obligations, including balloon payments on maturing mortgage debt — As of December 31, 2023, we had \$120.3 million on a consolidated basis and at our share related to a mortgage loan scheduled to mature in 2024;
- capital expenditures, including major renovations, tenant improvements and leasing costs — As of December 31, 2023, we had committed tenant-related obligations totaling \$46.8 million (\$46.0 million related to our consolidated entities and \$828,000 related to our unconsolidated real estate ventures at our share);
- development expenditures — As of December 31, 2023, we had assets under construction that, based on our current plans and estimates, require an additional \$177.1 million to complete, which we anticipate will be primarily expended over the next two years;
- dividends to shareholders and distributions to holders of OP Units and LTIP Units — on February 14, 2024, our Board of Trustees declared a quarterly dividend of \$0.175 per common share;
- possible common share repurchases — during the first quarter of 2024, through the date of this filing, we repurchased and retired 2.7 million common shares for \$45.4 million; and
- possible acquisitions of properties, either directly or indirectly through the acquisition of equity interests.

We expect to satisfy these requirements using one or more of the following:

- cash and cash equivalents — As of December 31, 2023, we had cash and cash equivalents of \$164.8 million;
- cash flows from operations;
- distributions from real estate ventures;
- borrowing capacity under our current revolving credit facility — As of December 31, 2023, we had \$687.5 million of availability under our revolving credit facility;
- proceeds from financings, asset sales and recapitalizations; and

- proceeds from the issuance of securities.

The following is a summary of our material cash requirements as of December 31, 2023:

	<u>Total</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>Thereafter</u>
				(In thousands)			
Material cash requirements (principal and interest):							
Debt obligations <sup>(1) (2)</sup>	\$ 3,120,752	\$ 254,845	\$ 712,085	\$ 213,919	\$ 560,265	\$ 660,333	\$ 719,305
Operating leases <sup>(3)</sup>	93,848	6,539	6,737	6,942	7,154	5,934	60,542
Other	662	365	108	105	84	—	—
Total material cash requirements <sup>(4)</sup>	\$ 3,215,262	\$ 261,749	\$ 718,930	\$ 220,966	\$ 567,503	\$ 666,267	\$ 779,847

- (1) Interest was computed giving effect to interest rate hedges. One-month term SOFR of 5.35% and daily SOFR of 5.38% was applied to loans, as applicable, which are variable (no hedge) or variable with an interest rate cap. Additionally, we assumed no additional borrowings on construction loans.
- (2) Excludes our proportionate share of unconsolidated real estate venture indebtedness. See additional information in Unconsolidated Real Estate Ventures section below.
- (3) We have operating lease right-of-use assets and lease liabilities associated with various ground leases for which we are the lessee in our consolidated balance sheet. See Note 21 to the consolidated financial statements for additional information.
- (4) Excludes obligations related to construction or development contracts totaling \$177.1 million since payments are only due upon satisfactory performance under the contracts. Also excludes committed tenant-related obligations totaling \$46.8 million (\$46.0 million related to our consolidated entities and \$828,000 related to our unconsolidated real estate ventures at our share) as timing and amounts of payments are uncertain and may only be due upon satisfactory performance of certain conditions. See Commitments and Contingencies section below for additional information.

#### Summary of Cash Flows

The following summary discussion of our cash flows is based on our consolidated statements of cash flows and is not meant to be an all-inclusive discussion of the changes in our cash flows:

	<u>Year Ended December 31,</u>	
	<u>2023</u>	<u>2022</u>
	(In thousands)	
Net cash provided by operating activities	\$ 183,372	\$ 178,037
Net cash (used in) provided by investing activities	(98,179)	524,021
Net cash used in financing activities	(158,825)	(730,080)

#### Cash Flows for the Year Ended December 31, 2023

Cash and cash equivalents, and restricted cash decreased \$73.6 million to \$200.4 million as of December 31, 2023, compared to \$274.1 million as of December 31, 2022. This decrease resulted from \$158.8 million of net cash used in financing activities and \$98.2 million of net cash used in investing activities, partially offset by \$183.4 million of net cash provided by operating activities. Our outstanding debt was \$2.6 billion and \$2.5 billion as of December 31, 2023 and 2022.

Net cash provided by operating activities of \$183.4 million primarily comprised: (i) \$185.2 million of net income (before \$356.2 million of non-cash items and \$79.3 million of gain on the sale of real estate), (ii) \$20.7 million of return on capital from unconsolidated real estate ventures and (iii) \$22.5 million of net change in operating assets and liabilities. Non-cash income adjustments of \$356.2 million primarily include depreciation and amortization expense, impairment loss, share-based compensation expense, loss from unconsolidated real estate ventures, deferred rent and other non-cash items.

Net cash used in investing activities of \$98.2 million primarily comprised: (i) \$333.7 million of development costs, construction in progress and real estate additions, (ii) \$29.0 million of investments in unconsolidated real estate ventures and other investments and (iii) a \$19.6 million payment of a deferred purchase price related to the 2020 acquisition of a development parcel, partially offset by (iv) \$281.5 million of proceeds from the sale of real estate and (v) \$10.5 million of distributions of capital from unconsolidated real estate ventures and other investments.

Net cash used in financing activities of \$158.8 million primarily comprised: (i) \$335.3 million of common shares repurchased, (ii) \$309.8 million of repayments of the revolving credit facility, (iii) \$281.9 million of repayments of mortgage loans, (iv) \$94.0 million of dividends paid to common shareholders, (v) \$17.6 million of debt issuance and modification costs and (vi) \$15.3 million of distributions to redeemable noncontrolling interests, partially offset by (vii) \$371.8 million of proceeds from borrowings under the revolving credit facility, (viii) \$345.1 million of borrowings under mortgage loans and (ix) \$170.0 million of borrowings under the term loans.

#### *Unconsolidated Real Estate Ventures*

We consolidate entities in which we have a controlling interest or are the primary beneficiary in a variable interest entity. From time to time, we may have off-balance-sheet unconsolidated real estate ventures and other unconsolidated arrangements with varying structures.

As of December 31, 2023, we have investments in unconsolidated real estate ventures totaling \$264.3 million. For these investments, we exercise significant influence over but do not control these entities and, therefore, account for these investments using the equity method of accounting. For a more complete description of our real estate ventures, see Note 5 to the consolidated financial statements.

From time to time, we (or ventures in which we have an ownership interest) have agreed, and may in the future agree with respect to unconsolidated real estate ventures, to (i) guarantee portions of the principal, interest and other amounts in connection with borrowings, (ii) provide customary environmental indemnifications and nonrecourse carve-outs (e.g., guarantees against fraud, misrepresentation and bankruptcy) in connection with borrowings or (iii) provide guarantees to lenders and other third parties for the completion of development projects. We customarily have agreements with our outside venture partners whereby the partners agree to reimburse the real estate venture or us for their share of any payments made under certain of these guarantees. At times, we also have agreements with certain of our outside venture partners whereby we agree to either indemnify the partners and/or the associated ventures with respect to certain contingent liabilities associated with operating assets or to reimburse our partner for its share of any payments made by them under certain guarantees. Guarantees (excluding environmental) customarily terminate either upon the satisfaction of specified circumstances or repayment of the underlying debt. Amounts that we may be required to pay in future periods in relation to guarantees associated with budget overruns or operating losses are not estimable.

As of December 31, 2023, we had additional capital commitments and certain recorded guarantees to our unconsolidated real estate ventures and other investments totaling \$61.3 million. As of December 31, 2023, we had no principal payment guarantees related to our unconsolidated real estate ventures.

#### **Commitments and Contingencies**

##### *Insurance*

We maintain general liability insurance with limits of \$150.0 million per occurrence and in the aggregate, and property and rental value insurance coverage with limits of \$1.0 billion per occurrence, with sub-limits for certain perils such as floods and earthquakes on each of our properties. We also maintain coverage, through our wholly owned captive insurance subsidiary, for a portion of the first loss on the above limits and for both conventional terrorist acts and for nuclear, biological, chemical or radiological terrorism events with limits of \$2.0 billion per occurrence. These policies are partially reinsured by third-party insurance providers.

We will continue to monitor the state of the insurance market, and the scope and costs of coverage for acts of terrorism. We cannot anticipate what coverage will be available on commercially reasonable terms in the future. We are responsible for deductibles and losses in excess of the insurance coverage, which could be material.

Our debt, consisting of mortgage loans secured by our properties, a revolving credit facility and term loans, contains customary covenants requiring adequate insurance coverage. Although we believe that we currently have adequate insurance coverage, we may not be able to obtain an equivalent amount of coverage at a reasonable cost in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect our ability to finance or refinance our properties.



#### *Construction Commitments*

As of December 31, 2023, we had assets under construction that will, based on our current plans and estimates, require an additional \$177.1 million to complete, which we anticipate will be primarily expended over the next two years. These capital expenditures are generally due as the work is performed, and we expect to finance them with debt proceeds, proceeds from asset recapitalizations and sales, and available cash.

#### *Other*

As of December 31, 2023, we had committed tenant-related obligations totaling \$46.8 million (\$46.0 million related to our consolidated entities and \$828,000 related to our unconsolidated real estate ventures at our share). The timing and amounts of payments for tenant-related obligations are uncertain and may only be due upon satisfactory performance of certain conditions.

There are various legal actions against us in the ordinary course of business. In our opinion, the outcome of such matters will not have a material adverse effect on our financial condition, results of operations or cash flows. During the year ended December 31, 2023, we recognized a \$6.0 million gain from the settlement of litigation, which was included in "Interest and other income, net" in our consolidated statement of operations.

With respect to borrowings of our consolidated entities, we have agreed, and may in the future agree, to (i) guarantee portions of the principal, interest and other amounts, (ii) provide customary environmental indemnifications and nonrecourse carve-outs (e.g., guarantees against fraud, misrepresentation and bankruptcy) or (iii) provide guarantees to lenders, tenants and other third parties for the completion of development projects. As of December 31, 2023, the aggregate amount of principal payment guarantees was \$8.3 million for our consolidated entities.

In connection with the Formation Transaction, we have a Tax Matters Agreement that provides special rules that allocate tax liabilities if the distribution of JBG SMITH shares by Vornado, together with certain related transactions, is determined not to be tax-free. Under the Tax Matters Agreement, we may be required to indemnify Vornado against any taxes and related amounts and costs resulting from a violation by us of the Tax Matters Agreement.

#### **Environmental Matters**

Under various federal, state and local laws, ordinances and regulations, a current or former owner or operator of real estate may be liable for conducting or paying for the costs of the investigation, removal or remediation of certain hazardous or toxic substances on that real estate. These laws often impose such liability without regard to whether the owner knew of, or was responsible for, the presence of hazardous or toxic substances, and the liability may be joint and several. The costs of remediation or removal of these substances may be substantial and could exceed the value of the property, and the presence of these substances, or the failure to promptly remediate these substances, may adversely affect the owner's ability to sell or develop the real estate or to borrow using the real estate as collateral. In connection with the ownership and operation of our current and former assets, we may be potentially liable for these costs. The operations of current and former tenants at our assets have involved, or may have involved, the use of hazardous substances or generated hazardous wastes, and indemnities in our lease agreements may not fully protect us from liability, if, for example, a tenant responsible for environmental noncompliance or contamination becomes insolvent. The release of these hazardous substances and wastes could result in us incurring liabilities to remediate any resulting contamination. The presence of contamination or the failure to remediate contamination at our properties may (i) expose us to third-party liability (e.g., for cleanup costs, natural resource damages, bodily injury or property damage), (ii) subject our properties to liens in favor of the government for damages and costs the government incurs in connection with the contamination, (iii) impose restrictions on the manner in which a property may be used or businesses may be operated, or (iv) materially adversely affect our ability to sell, lease or develop the real estate or to borrow using the real estate as collateral. In addition, our assets are exposed to the risk of contamination originating from other sources. While a property owner may not be responsible for remediating contamination that has migrated onsite from an identifiable and viable offsite source, the contaminant's presence can have adverse effects on operations and the redevelopment of our assets. To the extent we arrange for contaminated materials to be sent to other locations for treatment or disposal, we may be liable for the cleanup of those sites if they become contaminated, without regard to whether we complied with environmental laws in doing so.

Most of our assets have been subject, at some point, to environmental assessments that are intended to evaluate the environmental condition of the subject and surrounding assets. These environmental assessments generally have included a historical review, a public records review, a visual inspection of the site and surrounding assets, visual or historical evidence of underground storage tanks and other features, and the preparation and issuance of a written report. Soil, soil vapor and/or groundwater subsurface testing is conducted at our assets, when necessary, to further investigate any issues raised by the initial assessment that could reasonably be expected to pose a material concern to the property or result in us incurring material environmental liabilities as a result of redevelopment. The tests may not, however, have included extensive sampling or subsurface investigations. In each case where the environmental assessments have identified conditions requiring remedial actions required by law, we have initiated appropriate actions. The environmental assessments have not revealed any material environmental contamination that we believe would have a material adverse effect on our overall business, financial condition or results of operations, or that have not been anticipated and remediated during site redevelopment as required by law. Nevertheless, there can be no assurance that the identification of new areas of contamination, changes in the extent or known scope of contamination, the discovery of additional sites or changes in cleanup requirements would not result in significant cost to us. As disclosed in Note 21 to the consolidated financial statements, environmental liabilities totaled \$17.6 million and \$18.0 million as of December 31, 2023 and 2022, and are included in "Other liabilities, net" in our consolidated balance sheets.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

### Interest Rate Risk

We have exposure to fluctuations in interest rates, which are sensitive to many factors that are beyond our control. The following is a summary of our exposure to a change in interest rates:

	December 31, 2023			December 31, 2022	
	Balance	Weighted Average Effective Interest Rate	Annual Effect of 1% Change in Base Rates	Balance	Weighted Average Effective Interest Rate
(Dollars in thousands)					
Debt (contractual balances):					
Mortgage loans:					
Variable rate <sup>(1)</sup>	\$ 608,582	6.25%	\$ 1,445	\$ 892,268	5.21%
Fixed rate <sup>(2)</sup>	1,189,643	4.78%	—	1,009,607	4.44%
	<u>\$ 1,798,225</u>		<u>\$ 1,445</u>	<u>\$ 1,901,875</u>	
Revolving credit facility and term loans:					
Revolving credit facility <sup>(3)</sup>	\$ 62,000	6.83%	\$ 629	\$ —	5.51%
Tranche A-1 Term Loan <sup>(4)</sup>	200,000	2.70%	—	200,000	2.61%
Tranche A-2 Term Loan <sup>(4)</sup>	400,000	3.58%	—	350,000	3.40%
2023 Term Loan <sup>(5)</sup>	120,000	5.31%	—	—	—
	<u>\$ 782,000</u>		<u>\$ 629</u>	<u>\$ 550,000</u>	
Pro rata share of debt of unconsolidated real estate ventures (contractual balances):					
Variable rate <sup>(1)</sup>	\$ 35,000	5.00%	\$ —	\$ 22,065	6.45%
Fixed rate <sup>(2)</sup>	33,000	4.13%	—	33,000	4.13%
	<u>\$ 68,000</u>		<u>\$ —</u>	<u>\$ 55,065</u>	

<sup>(1)</sup> Includes variable rate mortgage loans with interest rate cap agreements. For mortgage loans with interest rate caps, the weighted average interest rate cap strike was 3.33%, and the weighted average maturity date of the interest rate caps is March 2025. The interest rate cap strike is exclusive of the credit spreads associated with the mortgage loans. As of December 31, 2023, one-month term SOFR was 5.35%. The impact of these interest rate caps is reflected in our calculation of the annual effect of a 1% change in base rates.

<sup>(2)</sup> Includes variable rate mortgage loans with interest rates fixed by interest rate swap agreements.

- (3) As of December 31, 2023, daily SOFR was 5.38%. The interest rate for the revolving credit facility excludes a 0.15% facility fee. In February 2024, we repaid all amounts outstanding under our revolving credit facility.
- (4) As of December 31, 2023 and 2022, the outstanding balance was fixed by interest rate swap agreements. As of December 31, 2023, the interest rate swaps fix SOFR at a weighted average interest rate of 1.46% for the Tranche A-1 Term Loan and 2.29% for the Tranche A-2 Term Loan. See Note 10 to the consolidated financial statements for additional information.
- (5) As of December 31, 2023, the outstanding balance was fixed by an interest rate swap agreement, which fixes SOFR at an interest rate of 4.01% through the maturity date.

The fair value of our mortgage loans is estimated by discounting the future contractual cash flows of these instruments using current risk-adjusted rates available to borrowers with similar credit profiles based on market sources. The fair value of our revolving credit facility and term loans is calculated based on the net present value of payments over the term of the facilities using estimated market rates for similar notes and remaining terms. As of December 31, 2023 and 2022, the estimated fair value of our consolidated debt was \$2.5 billion and \$2.4 billion. These estimates of fair value, which are made at the end of the reporting period, may be different from the amounts that may ultimately be realized upon the disposition of our financial instruments.

### **Hedging Activities**

To manage, or hedge, our exposure to interest rate risk, we follow established risk management policies and procedures, including the use of a variety of derivative financial instruments.

#### *Derivative Financial Instruments Designated as Effective Hedges*

Certain derivative financial instruments, consisting of interest rate swap and cap agreements, are cash flow hedges that are designated as effective hedges, and are carried at their estimated fair value on a recurring basis. We assess the effectiveness of our hedges both at inception and on an ongoing basis. If the hedges are deemed to be effective, the fair value is recorded in "Accumulated other comprehensive income" in our consolidated balance sheets and is subsequently reclassified into "Interest expense" in our consolidated statements of operations in the period that the hedged forecasted transactions affect earnings. Our hedges become less than perfectly effective if the critical terms of the hedging instrument and the forecasted transactions do not perfectly match such as notional amounts, settlement dates, reset dates, calculation period and interest rates. In addition, we evaluate the default risk of the counterparty by monitoring the creditworthiness of the counterparty. While management believes its judgments are reasonable, a change in a derivative's effectiveness as a hedge could materially affect expenses, net income (loss) and equity.

As of December 31, 2023 and 2022, we had interest rate swap and cap agreements with an aggregate notional value of \$2.2 billion and \$1.4 billion, which were designated as effective hedges. The fair value of our interest rate swaps and caps designated as effective hedges consisted of assets totaling \$35.6 million and \$53.5 million as of December 31, 2023 and 2022 included in "Other assets, net" in our consolidated balance sheets, and liabilities totaling \$7.9 million as of December 31, 2023 included in "Other liabilities, net" in our consolidated balance sheet.

#### *Non-Designated Derivatives*

Certain derivative financial instruments, consisting of interest rate cap agreements, do not meet the accounting requirements to be classified as hedging instruments. These derivatives are carried at their estimated fair value on a recurring basis with realized and unrealized gains recorded in "Interest expense" in our consolidated statements of operations. As of December 31, 2023 and 2022, we had various interest rate cap agreements with an aggregate notional value of \$642.7 million and \$711.8 million, which were non-designated derivatives. The fair value of our interest rate cap agreements which were non-designated derivatives consisted of assets totaling \$6.7 million and \$8.1 million as of December 31, 2023 and 2022, included in "Other assets, net" in our consolidated balance sheets, and liabilities totaling \$6.5 million as of December 31, 2023, included in "Other liabilities, net" in our consolidated balance sheet.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Trustees of JBG SMITH Properties

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of JBG SMITH Properties and subsidiaries (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), equity, and cash flows, for each of the three years in the period ended December 31, 2023, and the related notes and the schedule listed in the Index at Item 15 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 20, 2024, expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

### Real Estate – Impairment Indicators and Impairment- Refer to Notes 2 and 19 to the consolidated financial statements

#### *Critical Audit Matter Description*

The Company evaluates real estate assets for impairment whenever there are changes in circumstances or indicators that the carrying amount of the asset may not be recoverable. These indicators may include declining operating performance, below average occupancy, shortened anticipated holding periods, and other adverse changes. An impairment exists when

the carrying amount of an asset exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset.

For those real estate assets where an indicator of impairment has been identified, estimates of future cash flows are based on the Company's current plans, anticipated holding periods and available market information. Estimates of future cash flows are subjective and are based, in part, on assumptions regarding future occupancy, rental rates and capital requirements. An impairment loss is recognized if the carrying amount of the asset is not recoverable and is measured based on the excess of a property's carrying amount over its estimated fair value. Estimated fair values are calculated based on the following information in order of preference, dependent upon availability: (i) pending or executed agreements, (ii) market prices for comparable properties or (iii) the sum of discounted cash flows. The Company's estimates of fair value are determined using either a discounted cash flow model which requires judgements related to the anticipated holding periods, current market conditions and unobservable quantitative inputs, including appropriate capitalization and discount rates, or a market approach.

Given (1) the Company's evaluation of possible indicators of impairment of real estate assets requires management to make significant judgments, including anticipated holding periods, when determining whether events or changes in circumstances indicate that the carrying amounts of real estate assets may not be recoverable and (2) for those real estate assets where indicators of impairment have been identified, the Company's evaluation of the recoverability and fair value of such assets requires management to make significant estimates and assumptions, our audit procedures to evaluate (a) whether management appropriately identified impairment indicators (b) the reasonableness of management's undiscounted future cash flows analysis and (c) when required, the reasonableness of the estimated fair values of real estate assets required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the assessment of real estate assets for possible indicators of impairment, the estimate of future operating cash flows, and the determination of fair value for those assets where impairment has been identified included the following, among others:

- We tested the effectiveness of controls over management's identification of possible circumstances that may indicate that the carrying amounts of real estate assets may not be recoverable. We tested the effectiveness of controls over management's cash flow recoverability and fair value analyses, including controls over management's estimates of future occupancy, rental rates, capital requirements and, as applicable, capitalization and discount rates and management's selection of comparable properties used in the market approach, when applicable.
- We evaluated the Company's assessment of impairment indicators by:
  - Testing real estate assets for possible indicators of impairment, including searching for adverse asset-specific and/or market conditions.
  - Inquiring of management and reading business performance reports and board minutes to identify properties that should be evaluated for shortened anticipated holding periods.
  - Developing an expectation of assets for which impairment indicators are identified in management's analysis.
- We evaluated the Company's future cash flows prepared when an indicator of impairment has been identified by performing the following:
  - Discussing with management the assumptions used in the Company's undiscounted cash flow models and evaluating the consistency of the assumptions used with evidence obtained in other areas of the audit.
  - Testing the recoverability assessments by developing independent estimates, based in part on applicable third-party market data, and compared our estimates to those used by management.

- We evaluated the Company's determination of fair value for those assets where impairment had been identified by performing the following:
  - With the assistance of our fair value specialists, we evaluated the reasonableness of the valuation methodology and the market prices for comparable properties, and we developed a range of independent estimates of fair value and compared our estimates to those used by management.

/s/ Deloitte & Touche LLP  
McLean, Virginia  
February 20, 2024

We have served as the Company's auditor since 2016.



**JBG SMITH PROPERTIES**  
**Consolidated Balance Sheets**  
(In thousands, except par value amounts)

	<b>December 31,</b>	
	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
Real estate, at cost:		
Land and improvements	\$ 1,194,737	\$ 1,302,569
Buildings and improvements	4,021,322	4,310,821
Construction in progress, including land	659,103	544,692
	5,875,162	6,158,082
Less: accumulated depreciation	( 1,338,403 )	( 1,335,000 )
Real estate, net	4,536,759	4,823,082
Cash and cash equivalents	164,773	241,098
Restricted cash	35,668	32,975
Tenant and other receivables	44,231	56,304
Deferred rent receivable	171,229	170,824
Investments in unconsolidated real estate ventures	264,281	299,881
Deferred leasing costs, net	81,477	94,069
Intangible assets, net	56,616	68,177
Other assets, net	163,481	117,028
<b>TOTAL ASSETS</b>	<b>\$ 5,518,515</b>	<b>\$ 5,903,438</b>
<b>LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY</b>		
Liabilities:		
Mortgage loans, net	\$ 1,783,014	\$ 1,890,174
Revolving credit facility	62,000	—
Term loans, net	717,172	547,072
Accounts payable and accrued expenses	124,874	138,060
Other liabilities, net	138,869	132,710
Total liabilities	2,825,929	2,708,016
Commitments and contingencies		
Redeemable noncontrolling interests	440,737	481,310
Shareholders' equity:		
Preferred shares, \$ 0.01 par value - 200,000 shares authorized; none issued	—	—
Common shares, \$ 0.01 par value - 500,000 shares authorized; 94,309 and 114,013 shares issued and outstanding as of December 31, 2023 and 2022	944	1,141
Additional paid-in capital	2,978,852	3,263,738
Accumulated deficit	( 776,962 )	( 628,636 )
Accumulated other comprehensive income	20,042	45,644
Total shareholders' equity of JBG SMITH Properties	2,222,876	2,681,887
Noncontrolling interests	28,973	32,225
Total equity	2,251,849	2,714,112
<b>TOTAL LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY</b>	<b>\$ 5,518,515</b>	<b>\$ 5,903,438</b>

See accompanying notes to the consolidated financial statements.

**JBG SMITH PROPERTIES**  
**Consolidated Statements of Operations**  
(In thousands, except per share data)

	Year Ended December 31,		
	2023	2022	2021
<b>REVENUE</b>			
Property rental	\$ 483,159	\$ 491,738	\$ 499,586
Third-party real estate services, including reimbursements	92,051	89,022	114,003
Other revenue	28,988	25,064	20,773
Total revenue	604,198	605,824	634,362
<b>EXPENSES</b>			
Depreciation and amortization	210,195	213,771	236,303
Property operating	144,049	150,004	150,638
Real estate taxes	57,668	62,167	70,823
General and administrative:			
Corporate and other	54,838	58,280	53,819
Third-party real estate services	88,948	94,529	107,159
Share-based compensation related to Formation Transaction and special equity awards	549	5,391	16,325
Transaction and other costs	8,737	5,511	10,429
Total expenses	564,984	589,653	645,496
<b>OTHER INCOME (EXPENSE)</b>			
Loss from unconsolidated real estate ventures, net	( 26,999 )	( 17,429 )	( 2,070 )
Interest and other income, net	15,781	18,617	8,835
Interest expense	( 108,660 )	( 75,930 )	( 67,961 )
Gain on the sale of real estate, net	79,335	161,894	11,290
Loss on the extinguishment of debt	( 450 )	( 3,073 )	—
Impairment loss	( 90,226 )	—	( 25,144 )
Total other income (expense)	( 131,219 )	84,079	( 75,050 )
<b>INCOME (LOSS) BEFORE INCOME TAX (EXPENSE) BENEFIT</b>	( 92,005 )	100,250	( 86,184 )
Income tax (expense) benefit	296	( 1,264 )	( 3,541 )
<b>NET INCOME (LOSS)</b>	( 91,709 )	98,986	( 89,725 )
Net (income) loss attributable to redeemable noncontrolling interests	10,596	( 13,244 )	8,728
Net (income) loss attributable to noncontrolling interests	1,135	( 371 )	1,740
<b>NET INCOME (LOSS) ATTRIBUTABLE TO COMMON SHAREHOLDERS</b>	<b>\$ ( 79,978 )</b>	<b>\$ 85,371</b>	<b>\$ ( 79,257 )</b>
<b>EARNINGS (LOSS) PER COMMON SHARE - BASIC AND DILUTED</b>	<b>\$ ( 0.78 )</b>	<b>\$ 0.70</b>	<b>\$ ( 0.63 )</b>
<b>WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING - BASIC AND DILUTED</b>	<b>105,095</b>	<b>119,005</b>	<b>130,839</b>

See accompanying notes to the consolidated financial statements.

**JBG SMITH PROPERTIES**  
**Consolidated Statements of Comprehensive Income (Loss)**  
(In thousands)

	Year Ended December 31,		
	2023	2022	2021
NET INCOME (LOSS)	\$ ( 91,709 )	\$ 98,986	\$ ( 89,725 )
OTHER COMPREHENSIVE INCOME (LOSS):			
Change in fair value of derivative financial instruments	2,603	67,576	11,326
Reclassification of net (income) loss on derivative financial instruments from accumulated other comprehensive income (loss) into interest expense	( 34,776 )	2,574	15,378
Total other comprehensive income (loss)	( 32,173 )	70,150	26,704
COMPREHENSIVE INCOME (LOSS)	( 123,882 )	169,136	( 63,021 )
Net (income) loss attributable to redeemable noncontrolling interests	10,596	( 13,244 )	8,728
Net (income) loss attributable to noncontrolling interests	1,135	( 371 )	1,740
Other comprehensive (income) loss attributable to redeemable noncontrolling interests	4,486	( 8,411 )	( 2,675 )
Other comprehensive (income) loss attributable to noncontrolling interests	2,085	( 145 )	—
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO JBG SMITH PROPERTIES	\$ ( 105,580 )	\$ 146,965	\$ ( 55,228 )

See accompanying notes to the consolidated financial statements.

**JBG SMITH PROPERTIES**  
**Consolidated Statements of Equity**  
(In thousands)

	Common Shares		Additional	Accumulated	Accumulated Other Comprehensive	Noncontrolling	Total
	Shares	Amount	Paid-In Capital	Deficit	Income (Loss)	Interests	Equity
BALANCE AS OF DECEMBER 31, 2020	131,778	\$ 1,319	\$ 3,657,643	\$ ( 412,944 )	\$ ( 39,979 )	\$ 167	\$ 3,206,206
Net loss attributable to common shareholders and noncontrolling interests	—	—	—	( 79,257 )	—	( 1,740 )	( 80,997 )
Redemption of common limited partnership units ("OP Units") for common shares	906	9	29,625	—	—	—	29,634
Common shares repurchased	( 5,370 )	( 54 )	( 157,632 )	—	—	—	( 157,686 )
Common shares issued pursuant to employee incentive compensation plan and employee share purchase plan ("ESPP")	64	1	2,426	—	—	—	2,427
Dividends declared on common shares (\$ 0.90 per common share)	—	—	—	( 117,130 )	—	—	( 117,130 )
Contributions from noncontrolling interests, net	—	—	—	—	—	24,080	24,080
Redeemable noncontrolling interests redemption value adjustment and total other comprehensive income allocation	—	—	7,854	—	( 2,675 )	—	5,179
Total other comprehensive income	—	—	—	—	26,704	—	26,704
BALANCE AS OF DECEMBER 31, 2021	127,378	1,275	3,539,916	( 609,331 )	( 15,950 )	22,507	2,938,417
Net income attributable to common shareholders and noncontrolling interests	—	—	—	85,371	—	371	85,742
Redemption of OP Units for common shares	701	7	16,697	—	—	—	16,704
Common shares repurchased	( 14,151 )	( 142 )	( 360,900 )	—	—	—	( 361,042 )
Common shares issued pursuant to employee incentive compensation plan and ESPP	85	1	2,661	—	—	—	2,662
Dividends declared on common shares (\$ 0.90 per common share)	—	—	—	( 104,676 )	—	—	( 104,676 )
Contributions from noncontrolling interests, net	—	—	—	—	—	9,202	9,202
Redeemable noncontrolling interests redemption value adjustment and total other comprehensive income allocation	—	—	65,364	—	( 8,411 )	—	56,953
Total other comprehensive income	—	—	—	—	70,150	—	70,150
Other comprehensive income attributable to noncontrolling interests	—	—	—	—	( 145 )	145	—
BALANCE AS OF DECEMBER 31, 2022	114,013	1,141	3,263,738	( 628,636 )	45,644	32,225	2,714,112
Net loss attributable to common shareholders and noncontrolling interests	—	—	—	( 79,978 )	—	( 1,135 )	( 81,113 )
Redemption of OP Units for common shares	2,758	28	44,592	—	—	—	44,620
Common shares repurchased	( 22,576 )	( 225 )	( 335,088 )	—	—	—	( 335,313 )
Common shares issued pursuant to employee incentive compensation plan and ESPP	114	—	2,506	—	—	—	2,506
Dividends declared on common shares (\$ 0.675 per common share)	—	—	—	( 68,348 )	—	—	( 68,348 )
Distributions to noncontrolling interests, net	—	—	—	—	—	( 32 )	( 32 )
Redeemable noncontrolling interests redemption value adjustment and total other comprehensive loss allocation	—	—	3,104	—	4,486	—	7,590
Total other comprehensive loss	—	—	—	—	( 32,173 )	—	( 32,173 )
Other comprehensive loss attributable to noncontrolling interests	—	—	—	—	2,085	( 2,085 )	—
BALANCE AS OF DECEMBER 31, 2023	<u>94,309</u>	<u>\$ 944</u>	<u>\$ 2,978,852</u>	<u>\$ ( 776,962 )</u>	<u>\$ 20,042</u>	<u>\$ 28,973</u>	<u>\$ 2,251,849</u>

See accompanying notes to the consolidated financial statements

**JBG SMITH PROPERTIES**  
**Consolidated Statements of Cash Flows**  
(In thousands)

	Year Ended December 31,		
	2023	2022	2021
<b>OPERATING ACTIVITIES:</b>			
Net income (loss)	\$ ( 91,709 )	\$ 98,986	\$ ( 89,725 )
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Share-based compensation expense	32,100	41,272	51,551
Depreciation and amortization expense, including amortization of deferred financing costs	215,628	217,841	240,454
Deferred rent	( 20,664 )	( 23,602 )	( 21,964 )
Loss from unconsolidated real estate ventures, net	26,999	17,429	2,070
Amortization of market lease intangibles, net	( 960 )	( 1,127 )	( 1,189 )
Amortization of lease incentives	1,711	7,734	7,973
Loss on the extinguishment of debt	450	3,073	—
Impairment loss	90,226	—	25,144
Gain on the sale of real estate, net	( 79,335 )	( 161,894 )	( 11,290 )
Loss on operating lease and other receivables	882	2,160	2,595
Income from investments, net	( 972 )	( 14,488 )	( 3,620 )
Return on capital from unconsolidated real estate ventures	20,701	11,407	15,912
Other non-cash items	10,818	( 5,517 )	( 922 )
Changes in operating assets and liabilities:			
Tenant and other receivables	11,123	( 13,154 )	8,812
Other assets, net	( 8,959 )	( 10,737 )	( 12,780 )
Accounts payable and accrued expenses	( 11,255 )	( 1,282 )	8,700
Other liabilities, net	( 13,412 )	9,936	( 4,099 )
Net cash provided by operating activities	<u>183,372</u>	<u>178,037</u>	<u>217,622</u>
<b>INVESTING ACTIVITIES:</b>			
Development costs, construction in progress and real estate additions	( 333,744 )	( 326,741 )	( 173,177 )
Acquisition of real estate	( 19,551 )	( 65,302 )	( 208,342 )
	281,525	928,908	14,370
Proceeds from the sale of real estate	—	19,030	—
Proceeds from the sale of investments	—	19,030	—
Proceeds from derivative financial instruments	1,922	—	—
Payments on derivative financial instruments	( 9,830 )	—	—
Distributions of capital from unconsolidated real estate ventures and other investments	10,503	59,717	40,188
Investments in unconsolidated real estate ventures and other investments	( 29,004 )	( 91,591 )	( 41,780 )
Net cash (used in) provided by investing activities	<u>( 98,179 )</u>	<u>524,021</u>	<u>( 368,741 )</u>
<b>FINANCING ACTIVITIES:</b>			
Borrowings under mortgage loans	345,140	179,744	190,000
Borrowings under revolving credit facility	371,750	100,000	300,000
Borrowings under term loans	170,000	150,000	—
Repayments of mortgage loans	( 281,854 )	( 270,676 )	( 5,611 )
Repayments of revolving credit facility	( 309,750 )	( 400,000 )	—
Proceeds from derivative financial instruments	9,600	—	—
Payments on derivative financial instruments	( 1,922 )	—	—
Debt issuance and modification costs	( 17,579 )	( 5,137 )	( 6,610 )
Redemption of partner's noncontrolling interest	( 647 )	( 9,531 )	—
Finance lease payments	—	—	( 19,970 )
Proceeds from common shares issued pursuant to ESPP	1,102	1,458	1,594
Common shares repurchased	( 335,313 )	( 361,042 )	( 157,686 )
Dividends paid to common shareholders	( 94,002 )	( 107,688 )	( 118,115 )
Distributions to redeemable noncontrolling interests	( 15,318 )	( 16,409 )	( 17,804 )
Distributions to noncontrolling interests	( 32 )	( 182 )	( 46 )
Contributions from noncontrolling interests	—	9,383	24,126
Net cash (used in) provided by financing activities	<u>( 158,825 )</u>	<u>( 730,080 )</u>	<u>189,878</u>

**JBG SMITH PROPERTIES**  
**Consolidated Statements of Cash Flows**  
(In thousands)

	Year Ended December 31,		
	2023	2022	2021
Net (decrease) increase in cash and cash equivalents, and restricted cash	\$ ( 73,632 )	\$ ( 28,022 )	\$ 38,759
Cash and cash equivalents, and restricted cash, beginning of period	274,073	302,095	263,336
Cash and cash equivalents, and restricted cash, end of period	<u>\$ 200,441</u>	<u>\$ 274,073</u>	<u>\$ 302,095</u>
<b>CASH AND CASH EQUIVALENTS, AND RESTRICTED CASH, END OF PERIOD:</b>			
Cash and cash equivalents	\$ 164,773	\$ 241,098	\$ 264,356
Restricted cash	35,668	32,975	37,739
Cash and cash equivalents, and restricted cash	<u>\$ 200,441</u>	<u>\$ 274,073</u>	<u>\$ 302,095</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW AND NON-CASH INFORMATION:</b>			
Cash paid for interest (net of capitalized interest of \$17,357 , \$ 10,888 and \$ 6,734 in 2023, 2022 and 2021)	\$ 88,755	\$ 71,861	\$ 61,928
Accrued capital expenditures included in accounts payable and accrued expenses	63,136	73,612	43,290
Write-off of fully depreciated assets	6,281	19,794	61,123
Cash paid for income taxes	1,916	1,205	815
Deconsolidation of real estate asset	—	—	26,476
Accrued dividends to common shareholders	—	25,653	28,665
Accrued distributions to redeemable noncontrolling interests	—	3,968	3,938
Redemption of OP Units for common shares	44,620	16,704	29,634
Recognition (derecognition) of operating lease right-of-use asset	61,443	—	( 1,596 )
Recognition (derecognition) of liabilities related to operating lease right-of-use asset	61,443	—	( 1,587 )
(Derecognition) recognition of finance lease right-of-use assets	—	( 179,668 )	139,507
(Derecognition) recognition of liabilities related to finance lease right-of-use assets	—	( 163,586 )	141,574
Cash paid for amounts included in the measurement of lease liabilities for operating leases	5,178	1,906	2,295

See accompanying notes to the consolidated financial statements.

**JBG SMITH PROPERTIES**  
**Notes to Consolidated Financial Statements**

**1. Organization and Basis of Presentation**

*Organization*

JBG SMITH Properties ("JBG SMITH"), a Maryland real estate investment trust ("REIT"), owns, operates, invests in and develops mixed-use properties in high growth and high barrier-to-entry submarkets in and around Washington, D.C., most notably National Landing. Through an intense focus on placemaking, JBG SMITH cultivates vibrant, amenity-rich, walkable neighborhoods throughout the Washington, D.C. metropolitan area. Approximately 75.0 % of our holdings are in the National Landing submarket in Northern Virginia, which is anchored by four key demand drivers: Amazon.com, Inc.'s ("Amazon") new headquarters; Virginia Tech's under-construction \$ 1 billion Innovation Campus; the submarket's proximity to the Pentagon; and our deployment of 5G digital infrastructure. In addition, our third-party asset management and real estate services business provides fee-based real estate services to the legacy funds formerly organized by The JBG Companies ("JBG") (the "JBG Legacy Funds"), other third parties and the Washington Housing Initiative ("WHI") Impact Pool.

Substantially all our assets are held by, and our operations are conducted through, JBG SMITH Properties LP ("JBG SMITH LP"), our operating partnership. As of December 31, 2023, JBG SMITH, as its sole general partner, controlled JBG SMITH LP and owned 87.8 % of its OP Units, after giving effect to the conversion of certain vested long-term incentive partnership units ("LTIP Units") that are convertible into OP Units. JBG SMITH is referred to herein as "we," "us," "our" or other similar terms. References to "our share" refer to our ownership percentage of consolidated and unconsolidated assets in real estate ventures, but exclude our: (i) 10.0 % subordinated interest in one commercial building, (ii) 33.5 % subordinated interest in four commercial buildings (the "Fortress Assets"), (iii) 49.0 % interest in three commercial buildings (the "L'Enfant Plaza Assets") and (iv) 9.9 % interest in The Foundry, as well as the associated non-recourse mortgage loans, held through unconsolidated real estate ventures; these interests and debt are excluded because our investment in each real estate venture is zero, we do not anticipate receiving any near-term cash flow distributions from the real estate ventures, and we have not guaranteed their obligations or otherwise committed to providing financial support.

We were organized for the purpose of receiving, via the spin-off on July 17, 2017 (the "Separation"), substantially all of the assets and liabilities of Vornado Realty Trust's ("Vornado") Washington, D.C. segment. On July 18, 2017, we acquired the management business and certain assets and liabilities of JBG (the "Combination"). The Separation and the Combination are collectively referred to as the "Formation Transaction."

As of December 31, 2023, our Operating Portfolio consisted of 44 operating assets comprising 16 multifamily assets totaling 6,318 units ( 6,318 units at our share), 26 commercial assets totaling 8.3 million square feet ( 7.7 million square feet at our share) and two wholly owned land assets for which we are the ground lessor. Additionally, we have two under-construction multifamily assets totaling 1,583 units ( 1,583 units at our share) and 17 assets in the development pipeline totaling 10.8 million square feet ( 8.8 million square feet at our share) of estimated potential development density.

We derive our revenue primarily from leases with multifamily and commercial tenants, which include fixed and percentage rents, and reimbursements from tenants for certain expenses such as real estate taxes, property operating expenses, and repairs and maintenance. In addition, our third-party asset management and real estate services business provides fee-based real estate services.

Only the U.S. federal government accounted for 10% or more of our rental revenue, which consists of property rental and other property revenue, as follows:

	Year Ended December 31,		
	2023	2022	2021
	(Dollars in thousands)		
Rental revenue from the U.S. federal government	\$ 64,439	\$ 75,516	\$ 83,256
Percentage of commercial segment rental revenue	23.0 %	23.7 %	22.8 %
Percentage of rental revenue	12.9 %	14.8 %	16.2 %

#### *Basis of Presentation*

The accompanying consolidated financial statements and notes are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All intercompany transactions and balances have been eliminated.

The accompanying consolidated financial statements include our accounts and those of our wholly owned subsidiaries and consolidated variable interest entities ("VIEs"), including JBG SMITH LP. See Note 6 for additional information. The portions of the equity and net income (loss) of consolidated entities that are not attributable to us are presented separately as amounts attributable to noncontrolling interests in our consolidated financial statements.

#### *Reclassification*

Deferred leasing costs totaling \$ 94.1 million were reclassified from "Intangible assets, net" to "Deferred leasing costs, net" in our balance sheet as of December 31, 2022 to present deferred leasing costs separately from intangible assets, which is consistent with our current year presentation.

## **2. Summary of Significant Accounting Policies**

### **Use of Estimates**

The preparation of the consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

### **Asset Acquisitions**

We account for asset acquisitions, which includes the consolidation of previously unconsolidated real estate ventures, at cost, including transaction costs, plus the fair value of any assumed debt. We estimate the fair values of acquired tangible assets (consisting of real estate, tenant and other receivables, and other assets, as applicable), identified intangible assets and liabilities (consisting of in-place leases and above- and below-market leases, as applicable), assumed debt and other liabilities, and noncontrolling interests, as applicable, based on our evaluation of information and estimates available at the date of acquisition. Based on these estimates, we allocate the purchase price, including all transaction costs related to the acquisition and any contingent consideration, to the identified assets acquired and liabilities assumed based on their relative fair value. The results of operations of acquisitions are prospectively included in our consolidated financial statements beginning with the date of the acquisition.

The fair values of buildings are determined using the "as-if vacant" approach whereby we use discounted cash flow models with inputs and assumptions that we believe are consistent with current market conditions for similar assets. The most significant assumptions in determining the allocation of the purchase price to buildings are the exit capitalization rate, discount rate, estimated market rents and hypothetical expected lease-up periods, when applicable. We assess the fair value of land based on market comparisons and development projects using an income approach of cost plus a margin.



The fair values of identified intangible assets and liabilities are determined based on the following:

- The value allocable to the above- or below-market component of an acquired in-place lease is determined based upon the present value (using a discount rate which reflects the risks associated with the acquired lease) of the difference between: (i) the contractual amounts to be received pursuant to the lease over its remaining term and (ii) management's estimate of the amounts that would be received using market rates over the remaining term of the lease. Amounts allocated to above- market leases are recorded as lease intangible assets in "Intangible assets, net" in our consolidated balance sheets, and amounts allocated to below-market leases are recorded as lease intangible liabilities in "Other liabilities, net" in our consolidated balance sheets. These intangibles are amortized to "Property rental revenue" in our consolidated statements of operations over the remaining terms of the respective leases.
- Factors considered in determining the value allocable to in-place leases during hypothetical lease-up periods related to space that is leased at the time of acquisition include: (i) lost rent and operating cost recoveries during the hypothetical lease-up period and (ii) theoretical leasing commissions required to execute similar leases. These intangible assets are recorded as lease intangible assets in "Intangible assets, net" in our consolidated balance sheets and are amortized to "Depreciation and amortization expense" in our consolidated statements of operations over the remaining term of the existing lease.

### **Real Estate**

Real estate is carried at cost, net of accumulated depreciation and amortization. Maintenance and repairs are expensed as incurred and are included in "Property operating expenses" in our consolidated statements of operations.

Construction in progress, including land, is carried at cost, and no depreciation is recorded. All direct and indirect costs related to development activities, including redevelopment activities, are capitalized to the extent that we believe such costs are recoverable through the value of the property into "Construction in progress, including land" in our consolidated balance sheets, except for certain demolition costs, which are expensed as incurred. Direct development costs incurred include: pre-development expenditures directly related to a specific project, development and construction costs, interest, insurance and real estate taxes. Indirect development costs include: employee salaries and benefits, travel and other related costs that are directly associated with the development. Our method of calculating capitalized interest expense is based upon applying our weighted average borrowing rate to the actual accumulated expenditures if the property does not have property specific debt. If the property is encumbered by specific debt, we will capitalize both the interest incurred applicable to that debt and additional interest expense using our weighted average borrowing rate for any accumulated expenditures in excess of the principal balance of the debt encumbering the property. The capitalization of such expenses ceases when the real estate is ready for its intended use, but no later than one-year from substantial completion of major construction activities at which point the costs associated with a property are allocated to its various components.

Depreciation and amortization expense require an estimate of the useful life of each property and improvement. Depreciation and amortization expense are recognized on a straight-line basis over estimated useful lives, which range from three to 40 years. Tenant improvements are amortized on a straight-line basis over the lives of the related leases, which approximate the useful lives of the tenant improvements. When assets are sold or retired, their costs and related accumulated depreciation are removed from the accounts with the resulting gains (losses) reflected in net income (loss) for the period.

Our real estate and related intangible assets are reviewed for impairment whenever there are changes in circumstances or indicators that the carrying amount of the assets may not be recoverable. These indicators may include declining operating performance, below average occupancy, shortened anticipated holding periods, costs in excess of budgets for under-construction assets and other adverse changes. An impairment exists when the carrying amount of an asset exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. Estimates of future cash flows are based on our current plans, anticipated holding periods and available market information at the time the analyses are prepared. Longer anticipated holding periods for real estate assets directly reduce the likelihood of recording an impairment loss. An impairment loss is recognized if the carrying amount of the asset is not recoverable and is measured based on the excess of the property's carrying amount over its estimated fair value. Estimated fair values are

calculated based on the following information in order of preference, dependent upon availability: (i) pending or executed agreements, (ii) market prices for comparable properties or (iii) the sum of discounted cash flows.

If our estimates of future cash flows, anticipated holding periods, asset strategy or fair values change, based on market conditions, anticipated selling prices or other factors, our evaluation of impairment losses may be different and such differences could be material to our consolidated financial statements. Estimates of future cash flows are subjective and are based, in part, on assumptions regarding future occupancy, rental rates and capital requirements that could differ materially from actual results.

#### **Cash and Cash Equivalents**

Cash and cash equivalents consist of highly liquid investments with a purchase date life to maturity of three months or less and are carried at cost, which approximates fair value due to their short-term maturities.

#### **Restricted Cash**

Restricted cash consists primarily of proceeds from property dispositions held in escrow, security deposits held on behalf of our tenants and cash escrowed under loan agreements for debt service, real estate taxes, property insurance and capital improvements.

#### **Investments in Real Estate Ventures**

We analyze each real estate venture at acquisition, formation, after a change in the ownership agreement, after a change in the entity's economics or after any other reconsideration event to determine whether the entity is a VIE. An entity is a VIE because it is in the development stage and/or does not hold sufficient equity at risk, or conducts substantially all its operations on behalf of an investor with disproportionately few voting rights. If it is determined that an entity is a VIE in which we have a variable interest, we assess whether we are the primary beneficiary of the VIE to determine whether it should be consolidated. We will consolidate a VIE if we are the primary beneficiary of the VIE, which entails having the power to direct the activities that most significantly impact the VIE's economic performance. We are not the primary beneficiary of a VIE when we do not have voting control, lack the power to direct the activities that most significantly impact the entity's economic performance, or the limited partners (or non-managing members) have substantive participatory rights. If it is determined that the real estate venture is not a VIE, then the determination as to whether we consolidate is based on whether we have a controlling financial interest in the real estate venture, which is based on our voting interests and the degree of influence we have over the real estate venture. Management uses judgment when determining if we are the primary beneficiary of a VIE or have a controlling financial interest in a real estate venture determined not to be a VIE. Factors considered in determining whether we have the power to direct the activities that most significantly impact the entity's economic performance include voting rights, involvement in day-to-day capital and operating decisions, and the extent of our involvement in the entity.

We use the equity method of accounting for investments in unconsolidated real estate ventures when we have significant influence but are not the primary beneficiary of a VIE or do not have a controlling financial interest in a real estate venture determined not to be a VIE. Significant influence is typically indicated through ownership of 20% or more of the voting interests. Under the equity method, we record our investments in these entities in "Investments in unconsolidated real estate ventures" in our consolidated balance sheets, and our proportionate share of earnings (losses) earned by the real estate venture is recognized in "Loss from unconsolidated real estate ventures, net" in the accompanying consolidated statements of operations.

We earn revenue from the management services we provide to unconsolidated real estate ventures. These fees are determined in accordance with the terms specific to each arrangement and may include property and asset management fees, or transactional fees for leasing, acquisition, development and construction, financing and legal services provided. We account for this revenue gross of our ownership interest in each respective real estate venture and recognize such revenue in "Third-party real estate services, including reimbursements" in our consolidated statements of operations when earned. Our proportionate share of related expenses is recognized in "Loss from unconsolidated real estate ventures, net" in our consolidated statements of operations.

We may also earn incremental promote distributions if certain financial return benchmarks are achieved upon ultimate disposition of the underlying properties. Promote revenue is recognized when certain earnings events have occurred, and the amount of revenue is determinable and collectible. Any promote revenue is reflected in "Loss from unconsolidated real estate ventures, net" in our consolidated statements of operations. In the event our investment in a real estate venture is reduced to zero, and we are not obligated to provide for additional losses, have not guaranteed its obligations or otherwise committed to providing financial support, we will discontinue the equity method of accounting until such point that our share of net income equals the share of net losses not recognized during the period the equity method was suspended.

With regard to distributions from unconsolidated real estate ventures, we use the information that is available to us to determine the nature of the underlying activity that generated the distributions. Using the nature of distribution approach, cash flows generated from the operations of an unconsolidated real estate venture are classified as a return on investment (cash inflow from operating activities) and cash flows from property sales, debt refinancing or sales of our investments are classified as a return of investment (cash inflow from investing activities).

On a periodic basis, we evaluate our investments in unconsolidated real estate ventures for impairment. An investment in a real estate venture is considered impaired if we determine that its fair value is less than the net carrying value of the investment in that real estate venture on an other-than-temporary basis. Cash flow projections for the investments consider property level factors such as expected future operating income, trends and prospects, anticipated holding periods, as well as the effects of demand, competition and other factors. We consider various qualitative factors to determine if a decrease in the value of our investment is other-than-temporary. These factors include the age of the venture, our intent and ability to retain our investment in the real estate venture, financial condition and long-term prospects of the real estate venture and relationships with our partners and banks. If we believe that the decline in the fair value of the investment is temporary, no impairment loss is recorded. If our analysis indicates that there is an other-than temporary impairment related to the investment in a particular real estate venture, the carrying value of the venture will be adjusted to an amount that reflects the estimated fair value of the investment.

We evaluate reconsideration events as we become aware of them. Reconsideration events include, among other criteria, amendments to real estate venture agreements or changes in the capital requirements of the real estate venture. A reconsideration event could cause us to consolidate an unconsolidated real estate venture or deconsolidate a consolidated entity.

### **Intangibles**

Intangible assets primarily consist of: (i) in-place leases, below-market ground rent obligations, and above-market real estate leases that were recorded in connection with the acquisition of properties and (ii) management and leasing contracts and options to enter into ground leases that were acquired in the Combination. Intangible liabilities consist of above-market ground rent obligations and below-market real estate leases that are also recorded in connection with the acquisition of properties. Both intangible assets and liabilities are amortized and accreted using the straight-line method over their applicable remaining useful life. When a lease or contract is terminated early, any remaining unamortized or unaccreted balances are charged to earnings. The useful lives of intangible assets are evaluated each reporting period with any changes in estimated useful lives being accounted for over the revised remaining useful life.

Intangible assets also include the wireless spectrum licenses we acquired. While the licenses are issued for ten years, as long as we act within the requirements and constraints of the regulatory authorities, the renewal and extension of these licenses is reasonably certain at minimal cost, which would be capitalized as part of the asset. Accordingly, we have concluded that the licenses are indefinite-lived intangible assets.

### **Investments**

Investments in equity securities without readily determinable fair values are carried at cost. Investments in investment funds without readily determinable fair values that qualify for the net asset value ("NAV") practical expedient are carried at fair value based on their reported NAV. Investments in equity securities and investment funds are included in "Other assets, net" in our consolidated balance sheets. Realized and unrealized gains (losses) are included in "Interest and other income, net" in our consolidated statements of operations.

### **Assets Held for Sale**

Assets, primarily consisting of real estate, are classified as held for sale when all the necessary criteria are met. The criteria include: (i) management, having the authority to approve action, commits to a plan to sell the property in its present condition, (ii) the sale of the property is at a price reasonable in relation to its current fair value and (iii) the sale is probable and expected to be completed within one year. Real estate held for sale is carried at the lower of carrying amounts or estimated fair value less disposal costs. Depreciation and amortization expense is not recognized on real estate classified as held for sale.

### **Deferred Costs**

Deferred leasing costs include direct and incremental costs incurred in the successful negotiation of leases, including leasing commissions and other costs, which are deferred and amortized on a straight-line basis over the corresponding lease term. Unamortized leasing costs are charged to expense upon the early termination of the lease.

Deferred financing costs consist of loan issuance costs directly related to financing transactions that are deferred and amortized over the term of the related loan as a component of interest expense. Unamortized deferred financing costs related to our mortgage loans and term loans are presented as a direct deduction from the carrying amounts of the related debt instruments, while such costs related to our revolving credit facility are included in other assets.

### **Noncontrolling Interests**

We identify our noncontrolling interests separately in our consolidated balance sheets. Amounts of consolidated net income (loss) attributable to redeemable noncontrolling interests and to the noncontrolling interests in consolidated subsidiaries are presented separately in our consolidated statements of operations.

*Redeemable Noncontrolling Interests* - Redeemable noncontrolling interests primarily consists of OP Units issued in conjunction with the Formation Transaction and LTIP Units issued to employees. Redeemable noncontrolling interests are generally redeemable at the option of the holder for our common shares, or cash at our election, subject to certain limitations, and are presented in the mezzanine section between total liabilities and shareholders' equity in our consolidated balance sheets. The carrying amount of redeemable noncontrolling interests is adjusted to its redemption value at the end of each reporting period, but no less than its initial carrying value, with such adjustments recognized in "Additional paid-in capital." See Note 13 for additional information.

*Noncontrolling Interests* - Noncontrolling interests represents the portion of equity that we do not own in entities we consolidate, including interests in consolidated real estate ventures.

### **Derivative Financial Instruments and Hedge Accounting**

Derivative financial instruments are used at times to manage exposure to variable interest rate risk. Derivative financial instruments are recognized as either assets or liabilities and are measured at fair value. The accounting for changes in the fair value of a derivative depends on the intended use of the derivative and the resulting designation. Cash flows and related gains (losses) associated with derivative financial instruments are classified as operating cash flows in our consolidated statements of cash flows, unless the derivative financial instrument contains an other-than-insignificant financing element at inception, in which case the related cash flows are reported as either cash flows from investing or financing activities depending on the derivative's off-market nature at inception.

*Derivative Financial Instruments Designated as Effective Hedges* - Certain derivative financial instruments, consisting of interest rate swap and cap agreements, are cash flow hedges that are designated as effective hedges, and are carried at their estimated fair value on a recurring basis. We assess the effectiveness of our hedges both at inception and on an ongoing basis. If the hedges are deemed to be effective, the fair value is recorded in "Accumulated other comprehensive income" in our consolidated balance sheets and is subsequently reclassified into "Interest expense" in our consolidated statements of operations in the period that the hedged forecasted transactions affect earnings. Our hedges become less than perfectly effective if the critical terms of the hedging instrument and the forecasted transactions do not perfectly match such as

notional amounts, settlement dates, reset dates, calculation period and interest rates. In addition, we evaluate the default risk of the counterparty by monitoring the creditworthiness of the counterparty.

Derivative financial instruments and hedging activities require management to make judgments on the nature of its derivatives and their effectiveness as hedges. These judgments determine if the changes in fair value of the derivative instruments are reported in our consolidated statements of operations, or in our consolidated statements of comprehensive income (loss).

*Non-Designated Derivatives* - Certain derivative financial instruments, consisting of interest rate cap agreements, are used to manage our exposure to interest rate movements, but do not meet the accounting requirements to be classified as hedging instruments. These derivatives are carried at their estimated fair value on a recurring basis with realized and unrealized gains (losses) recorded in "Interest expense" in our consolidated statements of operations.

#### **Fair Value of Assets and Liabilities**

Accounting Standards Codification ("ASC") 820 ("Topic 820"), Fair Value Measurement and Disclosures, defines fair value and establishes a framework for measuring fair value. The objective of fair value is to determine the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (the exit price). Topic 820 establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three levels:

- Level 1 — quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities;
- Level 2 — observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and
- Level 3 — unobservable inputs that are used when little or no market data is available.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. In determining fair value, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as consider counterparty credit risk in our assessment of fair value. Investments that are valued using NAV as a practical expedient are excluded from the fair value hierarchy disclosures.

#### **Revenue Recognition**

We have leases with various tenants across our portfolio of properties, which generate rental income and operating cash flows for our benefit. Through these leases, we provide tenants with the right to control the use of our real estate, which tenants agree to use and control. The right to control our real estate conveys to our tenants substantially all of the economic benefits and the right to direct how and for what purpose the real estate is used throughout the period of use, thereby meeting the definition of a lease. Leases will be classified as either operating, sales-type or direct finance leases based on whether the lease is structured in effect as a financed purchase.

Property rental revenue includes base rent each tenant pays in accordance with the terms of its respective lease and is reported on a straight-line basis over the non-cancellable term of the lease, which includes the effects of periodic step-ups in rent and rent abatements under the lease. When a renewal option is included within the lease, we assess whether the option is reasonably certain of being exercised against relevant economic factors to determine whether the option period should be included as part of the lease term. Further, property rental revenue includes tenant reimbursement revenue from the recovery of all or a portion of the operating expenses and real estate taxes of the respective assets. Tenant reimbursements, which vary each period, are non-lease components that are not the predominant activity within the contract. We have elected the practical expedient that allows us to combine certain lease and non-lease components of our operating leases. Non-lease components are recognized together with fixed base rent in "Property rental revenue," as variable lease income in the same periods as the related expenses are incurred. Certain commercial leases may also provide for the payment by the lessee of additional rents based on a percentage of sales, which are recorded as variable lease income in the period the additional rents are earned.

We commence rental revenue recognition when the tenant takes possession of the leased space or controls the physical use of the leased space and when the leased space is substantially ready for its intended use. In circumstances where we provide a tenant improvement allowance for improvements that are owned by the tenant, we recognize the allowance as a reduction of property rental revenue on a straight-line basis over the term of the lease commencing when the tenant takes possession of the space. Differences between rental revenue recognized and amounts due under the respective lease agreements are recorded as an increase or decrease to "Deferred rent receivable" in our consolidated balance sheets. Property rental revenue also includes the amortization or accretion of acquired above-and below-market leases. We periodically evaluate the collectability of amounts due from tenants and recognize an adjustment to property rental revenue for accounts receivable and deferred rent receivable if we conclude it is not probable we will collect substantially all of the remaining lease payments under the lease agreements. Any changes to the provision for lease revenue determined to be not probable of collection are included in "Property rental revenue" in our consolidated statements of operations. We exercise judgment in assessing the probability of collection and consider payment history, current credit status and economic outlook in making this determination.

Third-party real estate services revenue, including reimbursements, includes property and asset management fees, and transactional fees for leasing, acquisition, development and construction, financing, and legal services. These fees are determined in accordance with the terms specific to each arrangement and are recognized as the related services are performed. Development fees are earned from providing services to third-party property owners and our unconsolidated real estate ventures. The performance obligations associated with our development services contracts are satisfied over time and we recognize our development fee revenue using a time-based measure of progress over the course of the development project due to the stand-ready nature of the promised services. The transaction prices for our performance obligations are variable based on the costs ultimately incurred to develop the underlying assets and are estimated based on their expected value. Our transaction prices, and the corresponding recognition of revenue, are constrained such that a significant reversal of revenue is not probable when the variability is subsequently resolved. Judgments impacting the timing and amount of revenue recognized from our development services contracts include the determination of the nature and number of performance obligations within a contract, estimates of total development project costs, from which the fees are typically derived, the application of a constraint to our transaction price and estimates of the period of time over which the development services are expected to be performed, which is the period over which the revenue is recognized. We recognize development fees earned from unconsolidated real estate venture projects to the extent of our venture partners' ownership interest.

#### **Third-Party Real Estate Services Expenses**

Third-party real estate services expenses include the costs associated with the management services provided to our unconsolidated real estate ventures and other third parties, including amounts paid to third-party contractors for construction projects that we manage. We allocate personnel and other overhead costs using estimates of the time spent performing services for our third-party real estate services and other allocation methodologies.

#### **Lessee Accounting**

We have, or have entered in the past, operating and finance leases, including ground leases on certain of our properties. When a renewal option is included within a lease, we assess whether the option is reasonably certain of being exercised against relevant economic factors to determine whether the option period should be included as part of the lease term. Lease payments associated with renewal periods that we are reasonably certain will be exercised are included in the measurement of the corresponding lease liability and right-of-use asset. Lease expense for our operating leases is recognized on a straight-line basis over the expected lease term and is included in our consolidated statements of operations in "Property operating expenses." Amortization of the right-of-use asset associated with a finance lease is recognized on a straight-line basis over the expected lease term and is included in our consolidated statements of operations in "Depreciation and amortization expense" with the related interest on our outstanding lease liability included in "Interest expense."

Certain lease agreements include variable lease payments that, in the future, will vary based on changes in inflationary measures, market rates or our share of expenditures of the leased premises. Such variable payments are recognized in lease expense in the period in which the variability is determined. Certain lease agreements may also include various non-lease

components that primarily relate to property operating expenses associated with our office leases, which also vary each period. We have elected the practical expedient which allows us to combine lease and non-lease components for our ground and office leases and recognize variable non-lease components in lease expense when incurred.

We discount our future lease payments for each lease to calculate the related lease liability using an estimated incremental borrowing rate computed based on observable corporate borrowing rates reflective of the general economic environment, taking into consideration our creditworthiness and various financing and asset specific considerations, adjusted to approximate a secured borrowing for the lease term. We made a policy election to forgo recording right-of-use assets and the related lease liabilities for leases with initial terms of 12 months or less.

## **Income Taxes**

We have elected to be taxed as a REIT under sections 856-860 of the Internal Revenue Code of 1986, as amended (the "Code"). Under those sections, a REIT which distributes at least 90% of its REIT taxable income as dividends to its shareholders each year and which meets certain other conditions will not be taxed on that portion of its taxable income which is distributed to its shareholders. Prior to the Separation, Vornado operated as a REIT and distributed 100% of its REIT taxable income to its shareholders; accordingly, no provision for federal income taxes has been made in the accompanying consolidated financial statements for the periods prior to the Separation. We currently adhere and intend to continue to adhere to these requirements and to maintain our REIT status in future periods.

As a REIT, we can reduce our taxable income by distributing all or a portion of such taxable income to shareholders. Future distributions will be declared and paid at the discretion of the Board of Trustees and will depend upon cash generated by operating activities, our financial condition, capital requirements, annual dividend requirements under the REIT provisions of the Code and such other factors as our Board of Trustees deems relevant.

We also participate in the activities conducted by our subsidiary entities that have elected to be treated as taxable REIT subsidiaries ("TRS") under the Code. As such, we are subject to federal, state, and local taxes on the income from these activities. Income taxes attributable to our TRSs are accounted for under the asset and liability method. Under the asset and liability method, deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in our consolidated financial statements, which will result in taxable or deductible amounts in the future. We provide for a valuation allowance for deferred income tax assets if we believe all or some portion of the deferred tax asset may not be realized. Any increase or decrease in the valuation allowance that results from a change in circumstances that causes a change in the estimated ability to realize the related deferred tax asset is included in deferred tax benefit (expense).

ASC 740 ("Topic 740"), Income Taxes, provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in our consolidated financial statements. Topic 740 requires the evaluation of tax positions taken in the course of preparing our tax returns to determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable tax authority. Tax benefits of positions not deemed to meet the more-likely-than-not threshold are recorded as a tax expense in the current year.

## **Earnings (Loss) Per Common Share**

Basic earnings (loss) per common share is computed by dividing net income (loss) available to common shareholders by the weighted average common shares outstanding during the period. Unvested share-based compensation awards that entitle holders to receive non-forfeitable distributions are considered participating securities. Consequently, we are required to apply the two-class method of computing basic and diluted earnings (loss) that would otherwise have been available to common shareholders. Under the two-class method, earnings for the period are allocated between common shareholders and participating securities based on their respective rights to receive dividends. During periods of net loss, losses are allocated only to the extent the participating securities are required to absorb their share of such losses. Distributions to participating securities in excess of their allocated income (loss) are shown as a reduction to net income (loss) attributable to common shareholders. Diluted earnings (loss) per common share reflects the potential dilution of the assumed exchange of various unit and share-based compensation awards into common shares to the extent they are dilutive.



## Share-Based Compensation

The fair value of share-based compensation awards granted to our trustees, management or employees is determined, depending on the type of award, using the Monte Carlo or Black-Scholes methods, which is intended to estimate the fair value of the awards at the grant date using dividend yields, expected volatilities that are primarily based on available implied data and peer group companies' historical data and post-vesting restriction periods. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. The shortcut method is used for determining the expected life used in the valuation method.

Compensation expense is based on the fair value of our common shares at the date of the grant and is recognized ratably over the vesting period using a graded vesting attribution model. Compensation expense for share-based compensation awards made to retirement eligible employees is recognized over a six-month period after the grant date or over the remaining period until they become retirement eligible. We account for forfeitures as they occur. Distributions paid on unvested OP Units and LTIP Units are recorded to "Redeemable noncontrolling interests" in our consolidated balance sheets. Distributions paid on unvested Restricted Share Units ("RSUs") are recorded to "Additional paid-in capital" in our consolidated balance sheets.

## Recent Accounting Pronouncements

### *Standard Adopted*

#### *Reference Rate Reform*

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, Reference Rate Reform ("Topic 848"), which was amended in December 2022 by ASU 2022-06, Reference Rate Reform (Topic 848). Topic 848 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. As of December 31, 2023, we have converted all our London Interbank Offered Rate-indexed debt and derivative financial instruments to Secured Overnight Financing Rate ("SOFR")-based indexes. For all derivative financial instruments designated as effective hedges, we utilized the elective relief in Topic 848 that allows for the continuation of hedge accounting through the transition process.

### *Standards Not Yet Adopted*

#### *Income Taxes*

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("Topic 740"). Topic 740 modifies the rules on income tax disclosures to require entities to disclose (i) specific categories in the rate reconciliation, (ii) the income (loss) from continuing operations before income tax expense or benefit (separated between domestic and foreign) and (iii) income tax expense or benefit from continuing operations (separated by federal, state and foreign). Topic 740 also requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The guidance is effective for annual periods beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. This guidance should be applied on a prospective basis, but retrospective application is permitted. We are currently evaluating the potential impact of adopting this new guidance on our consolidated financial statements and related disclosures.

#### *Segment Reporting*

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segments Disclosures" ("Topic 280"). Topic 280 enhances disclosures of significant segment expenses and other segment items regularly provided to the chief operating decision maker ("CODM"), extends certain annual disclosures to interim periods and permits more than one measure of segment profit (loss) to be reported under certain conditions. The amendments are effective in fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Retrospective adoption to all periods presented is required, and early adoption of the



amendments is permitted. We are currently evaluating the potential impact of adopting this new guidance on our consolidated financial statements and related disclosures.

### **3. Acquisitions and Dispositions**

#### *Acquisitions*

During 2023, we paid the deferred purchase price of \$ 19.6 million related to the 2020 acquisition of a development parcel, formerly the Americana hotel.

In October 2022, we acquired the remaining 50.0 % ownership interest in 8001 Woodmont, a 322 -unit multifamily asset in Bethesda, Maryland previously owned by an unconsolidated real estate venture, for a purchase price of \$ 115.0 million, including the assumption of the \$ 51.9 million mortgage loan at our share. The asset was encumbered by a \$ 103.8 million mortgage loan and was consolidated as of the date of acquisition. We recorded our investment in the asset at the carryover basis for our previously held equity investment plus the incremental cash consideration paid to acquire our partner's interest.

In August 2022, we acquired the remaining 36.0 % ownership interest in Atlantic Plumbing, a 310 -unit multifamily asset in Washington, D.C. previously owned by an unconsolidated real estate venture, which was encumbered by a \$ 100.0 million mortgage loan, for a purchase price of \$ 19.7 million and our partner's share of the working capital. The mortgage loan was repaid in August 2022. Atlantic Plumbing was consolidated as of the date of acquisition. We recorded our investment in the asset at the carryover basis for our previously held equity investment plus the incremental cash consideration paid to acquire our partner's interest.

In November 2021, we acquired The Batley, a 432 -unit multifamily asset in the Union Market submarket of Washington, D.C., for \$ 205.3 million, exclusive of \$ 3.1 million of transaction costs that were capitalized as part of the acquisition. We used The Batley as a replacement property in a like-kind exchange for the sale of Pen Place, which closed during the second quarter of 2022.

### Dispositions

The following is a summary of disposition activity:

Date Disposed	Assets	Segment	Gross Sales Price	Cash Proceeds from Sale	Gain (Loss) on the Sale of Real Estate
(In thousands)					
<b>Year Ended December 31, 2023</b>					
March 17, 2023	Development Parcel	Other	\$ 5,500	\$ 4,954	\$ ( 53 )
March 23, 2023	4747 Bethesda Avenue <sup>(1)</sup>	Commercial			40,053
September 20, 2023	Falkland Chase-South & West and Falkland Chase-North	Multifamily	95,000	93,094	1,208
October 4, 2023	5 M Street Southwest	Other	29,500	28,585	430
November 30, 2023	Crystal City Marriott	Commercial	80,000	79,563	37,051
December 5, 2023	Capitol Point-North-75 New York Avenue	Other	11,516	11,285	( 23 )
	Other <sup>(2)</sup>				669
					<u>\$ 79,335</u>
<b>Year Ended December 31, 2022</b>					
March 28, 2022	Development Parcel	Other	\$ 3,250	\$ 3,149	\$ ( 136 )
April 1, 2022	Universal Buildings <sup>(3)</sup>	Commercial	228,000	194,737	41,245
April 13, 2022	7200 Wisconsin Avenue, 1730 M Street, RTC-West and Courthouse Plaza 1 and 2 <sup>(4)</sup>	Commercial/Other	580,000	527,694	( 4,047 )
May 25, 2022	Pen Place	Other	198,000	197,528	121,502
December 23, 2022	Land Option	Other	6,150	5,800	3,330
					<u>\$ 161,894</u>

<sup>(1)</sup> We sold an 80.0 % interest in the asset for a gross sales price of \$ 196.0 million, representing a gross valuation of \$ 245.0 million. See Note 5 for additional information.

<sup>(2)</sup> Related to prior period dispositions.

<sup>(3)</sup> Cash proceeds from sale excludes a lease termination fee of \$ 24.3 million received during the first quarter of 2022.

<sup>(4)</sup> Assets were sold to an unconsolidated real estate venture. See Note 5 for additional information. "RTC-West" refers to RTC-West, RTC-West Trophy Office and RTC-West Land. In April 2022, \$ 164.8 million of mortgage loans related to 1730 M Street and RTC-West were repaid.

In April 2021, we invested cash in and contributed land to two real estate ventures and recognized an \$ 11.3 million gain on the disposition of land, which was included in "Gain on sale of real estate, net" in our consolidated statement of operations for the year ended December 31, 2021. See Note 5 for additional information.

In January 2024, we sold North End Retail, a multifamily asset, for a gross sales price of \$ 14.3 million.

### 4. Tenant and Other Receivables

The following is a summary of tenant and other receivables:

	December 31,	
	2023	2022
(In thousands)		
Tenants	\$ 30,895	\$ 36,271
Third-party real estate services	8,959	14,177
Other	4,377	5,856
Total tenant and other receivables	<u>\$ 44,231</u>	<u>\$ 56,304</u>

## 5. Investments in Unconsolidated Real Estate Ventures

The following is a summary of the composition of our investments in unconsolidated real estate ventures:

Real Estate Venture	Effective Ownership Interest <sup>(1)</sup>	December 31,	
		2023	2022
(In thousands)			
Prudential Global Investment Management <sup>(2)</sup>	50.0 %	\$ 163,375	\$ 203,529
J.P. Morgan Global Alternatives ("J.P. Morgan") <sup>(3)</sup>	50.0 %	72,742	64,803
4747 Bethesda Venture	20.0 %	13,118	—
Brandywine Realty Trust	30.0 %	13,681	13,678
CBREI Venture <sup>(4)</sup>	10.0 %	180	12,516
Landmark Partners <sup>(5)</sup>	18.0 %	605	4,809
Other		580	546
Total investments in unconsolidated real estate ventures <sup>(6) (7)</sup>		\$ 264,281	\$ 299,881

<sup>(1)</sup> Reflects our effective ownership interests in the underlying real estate as of December 31, 2023. We have multiple investments with certain venture partners in the underlying real estate.

<sup>(2)</sup> An impairment loss of \$ 25.3 million related to Central Place Tower was included in "Loss from unconsolidated real estate ventures, net" in our consolidated statement of operations for the year ended December 31, 2023. In February 2024, the venture sold its interest in Central Place Tower for a gross sales price of \$ 325.0 million.

<sup>(3)</sup> J.P. Morgan is the advisor for an institutional investor.

<sup>(4)</sup> In August 2023, the venture sold its interest in Stonebridge at Potomac Town Center. An impairment loss of \$ 3.3 million related to The Foundry was included in "Loss from unconsolidated real estate ventures, net" in our consolidated statement of operations for the year ended December 31, 2023. Excludes The Foundry for which we have a zero -investment balance and discontinued applying the equity method of accounting after September 30, 2023. In August 2022, we acquired the remaining 36.0 % ownership interest in Atlantic Plumbing, an asset previously owned by the venture. See Note 3 for additional information.

<sup>(5)</sup> In November 2023, the venture sold its interest in Rosslyn Gateway-North, Rosslyn Gateway-South, Rosslyn Gateway-South Land and Rosslyn Gateway-North Land ("Rosslyn Gateway"). Impairment losses totaling \$ 19.3 million related to the L'Enfant Plaza Assets and the Rosslyn Gateway assets, and \$ 23.9 million on the L'Enfant Plaza Assets were included in "Loss from unconsolidated real estate ventures, net" in our consolidated statements of operations for the years ended December 31, 2022 and 2021. Excludes the L'Enfant Plaza Assets for which we have a zero -investment balance and discontinued applying the equity method of accounting after September 30, 2022.

<sup>(6)</sup> Excludes (i) 10.0 % subordinated interest in one commercial building, (ii) the Fortress Assets, (iii) the L'Enfant Plaza Assets and (iv) The Foundry held through unconsolidated real estate ventures. See Note 1 for more information. Also, excludes our interest in an investment in the real estate venture that owns 1101 17th Street for which we have discontinued applying the equity method of accounting since June 30, 2018 because we received distributions in excess of our contributions and share of earnings, which reduced our investment to zero ; further, we are not obligated to provide for losses, have not guaranteed its obligations or otherwise committed to provide financial support.

<sup>(7)</sup> As of December 31, 2023 and 2022, our total investments in unconsolidated real estate ventures were greater than our share of the net book value of the underlying assets by \$ 8.7 million and \$ 8.9 million, resulting principally from our zero -investment balance in certain real estate ventures and capitalized interest.

We provide leasing, property management and other real estate services to our unconsolidated real estate ventures. We recognized revenue, including expense reimbursements, of \$ 21.7 million, \$ 24.0 million and \$ 23.7 million for each of the three years in the period ended December 31, 2023, for such services.

The following is a summary of disposition activity by our unconsolidated real estate ventures:

Date Disposed	Real Estate Venture Partner	Assets	Ownership Percentage	Gross Sales Price	Mortgage Loans Repaid by Venture	Proportionate Share of Aggregate Gain (Loss) <sup>(1)</sup>
(In thousands)						
<b>Year Ended December 31, 2023</b>						
August 24, 2023	CBREI Venture	Stonebridge at Potomac Town Center	10.0 %	\$ 172,500	\$ 79,600	\$ 641
November 14, 2023	Landmark	Rosslyn Gateway	18.0 %	52,000	44,844	( 230 )
						<b>\$ 411</b>
<b>Year Ended December 31, 2022</b>						
January 27, 2022	Landmark	The Alaire, The Terano and 12511 Parklawn Drive	1.8 % - 18.0 %	\$ 137,500	\$ 79,829	\$ 5,243
May 10, 2022	Landmark	Galvan	1.8 %	152,500	89,500	407
June 1, 2022	CPPIB	1900 N Street	55.0 %	265,000	151,709	529
December 15, 2022	CBREI Venture	The Gale Eckington	5.0 %	215,550	110,813	618
						<b>\$ 6,797</b>
<b>Year Ended December 31, 2021</b>						
May 3, 2021	CBREI Venture	Fairway Apartments/Fairway Land	10.0 %	\$ 93,000	\$ 45,343	\$ 2,094
May 19, 2021	Landmark	Courthouse Metro Land/Courthouse Metro Land – Option	18.0 %	3,000	—	2,352
May 27, 2021	Landmark	5615 Fishers Lane	18.0 %	6,500	—	743
September 17, 2021	Landmark	500 L'Enfant Plaza	49.0 %	166,500	80,000	23,137
						<b>\$ 28,326</b>

<sup>(1)</sup> Included in "Loss from unconsolidated real estate ventures, net" in our consolidated statements of operations.

#### 4747 Bethesda Venture

In March 2023, we sold an 80.0 % interest in 4747 Bethesda Avenue to 4747 Bethesda Venture for a gross sales price of \$ 196.0 million, representing a gross valuation of \$ 245.0 million. In connection with the transaction, the real estate venture assumed the related \$ 175.0 million mortgage loan.

#### Fortress Investment Group LLC ("Fortress")

In April 2022, we formed an unconsolidated real estate venture with affiliates of Fortress to recapitalize a 1.6 million square foot office portfolio and land parcels for a gross sales price of \$ 580.0 million comprising four wholly owned commercial assets (7200 Wisconsin Avenue, 1730 M Street, RTC-West and Courthouse Plaza 1 and 2). Additionally, we contributed \$ 66.1 million in cash for a 33.5 % interest in the venture, while Fortress contributed \$ 131.0 million in cash for a 66.5 % interest in the venture. In connection with the transaction, the venture obtained mortgage loans totaling \$ 458.0 million secured by the properties, of which \$ 402.0 million was drawn at closing. We provide asset management, property management and leasing services to the venture. Because our interest in the venture is subordinated to a 15 % preferred return to Fortress, we do not anticipate receiving any near-term cash flow distributions from it. Per the terms of the venture agreement, we determined the venture was not a VIE and we do not have a controlling financial interest in the venture. As of the transaction date, our investment in the venture was zero, and we have discontinued applying the equity method of accounting as we have not guaranteed its obligations or otherwise committed to providing financial support.

# JP Morgan

In April 2021, we entered into two real estate ventures with an institutional investor advised by J.P. Morgan, in which we have 50 % ownership interests, to design, develop, manage and own 2.0 million square feet of new mixed-use development located in Potomac Yard, the southern portion of National Landing. Our venture partner contributed a land site that is entitled for 1.3 million square feet of development at Potomac Yard Landbay F, while we contributed cash and adjacent land with over 700,000 square feet of estimated development capacity at Potomac Yard Landbay G. We will also act as pre-developer, developer, property manager and leasing agent for all future commercial and residential properties on the site. We have determined the ventures are VIEs, but we are not the primary beneficiary of the VIEs and, accordingly, we have not consolidated either venture. We recognized an \$ 11.3 million gain on the land contributed to one of the real estate ventures based on the cash received and the remeasurement of our retained interest in the asset, which was included in "Gain on sale of real estate, net" in our consolidated statement of operations for the year ended December 31, 2021. As part of the transaction, our venture partner elected to accelerate the monetization of a 2013 promote interest in the land contributed by it to the ventures. During the second quarter of 2021, the total amount of the promote paid was \$ 17.5 million, of which \$ 4.2 million was paid to certain of our non-employee trustees and certain of our executives.

The following is a summary of the debt of our unconsolidated real estate ventures:

	Weighted Average Effective Interest Rate <sup>(1)</sup>	December 31,	
		2023	2022
(In thousands)			
Variable rate <sup>(2)</sup>	5.00 %	\$ 175,000	\$ 184,099
Fixed rate <sup>(3)</sup>	4.13 %	60,000	60,000
Mortgage loans <sup>(4)</sup>		235,000	244,099
Unamortized deferred financing costs and premium / discount, net		( 8,531 )	( 411 )
Mortgage loans, net <sup>(4) (5)</sup>		\$ 226,469	\$ 243,688

(1) Weighted average effective interest rate as of December 31, 2023.

(2) Includes variable rate mortgages with interest rate cap agreements.

(3) Includes variable rate mortgages with interest rates fixed by interest rate swap agreements.

(4) Excludes mortgages related to the Fortress Assets, the L'Enfant Plaza Assets and The Foundry.

(5) See Note 21 for additional information on guarantees related to our unconsolidated real estate ventures.

The following is a summary of the financial information for our unconsolidated real estate ventures:

	December 31,	
	2023	2022
(In thousands)		
<b>Combined balance sheet information: <sup>(1)</sup></b>		
Real estate, net	\$ 729,791	\$ 888,379
Other assets, net	137,771	160,015
Total assets	\$ 867,562	\$ 1,048,394
Mortgage loans, net	\$ 226,469	\$ 243,688
Other liabilities, net	47,251	54,639
Total liabilities	273,720	298,327
Total equity	593,842	750,067
Total liabilities and equity	\$ 867,562	\$ 1,048,394

	Year Ended December 31,		
	2023	2022	2021
	(In thousands)		
Combined income statement information: <sup>(1)</sup>			
Total revenue	\$ 85,280	\$ 143,665	\$ 187,252
Operating income (loss) <sup>(2)</sup>	( 62,668 )	91,473	48,214
Net income (loss) <sup>(2)</sup>	( 85,551 )	59,215	16,051

<sup>(1)</sup> Excludes amounts related to the Fortress Assets. Excludes combined balance sheet information for both periods presented and combined income statement information for 2023 and the fourth quarter of 2022 related to the L'Enfant Plaza Assets as we discontinued applying the equity method of accounting after September 30, 2022. Excludes combined balance sheet information as of December 31, 2023 and combined income statement information for the fourth quarter of 2023 related to The Foundry as we discontinued applying the equity method of accounting after September 30, 2023.

<sup>(2)</sup> Includes the gain from the sale of various assets totaling \$ 3.0 million, \$ 114.9 million and \$ 85.5 million for each of the three years in the period ended December 31, 2023. Includes impairment losses of \$ 80.7 million, \$ 37.7 million and \$ 48.7 million for each of the three years in the period ended December 31, 2023.

## 6. Variable Interest Entities

### *Unconsolidated VIEs*

As of December 31, 2023 and 2022, we had interests in entities deemed to be VIEs. Although we may be responsible for managing the day-to-day operations of these investees, we are not the primary beneficiary of these VIEs as we do not hold unilateral power over activities that, when taken together, most significantly impact the respective VIE's economic performance. We account for our investment in these entities under the equity method. As of December 31, 2023 and 2022, the net carrying amounts of our investment in these entities were \$ 87.3 million and \$ 83.2 million, which were included in "Investments in unconsolidated real estate ventures" in our consolidated balance sheets. Our equity in the income of unconsolidated VIEs was included in "Loss from unconsolidated real estate ventures, net" in our consolidated statements of operations. Our maximum loss exposure in these entities is limited to our investments, construction commitments and debt guarantees. See Note 21 for additional information.

### *Consolidated VIEs*

JBG SMITH LP is our most significant consolidated VIE. We hold 87.8 % of the limited partnership interest in JBG SMITH LP, act as the general partner and exercise full responsibility, discretion and control over its day-to-day management. The noncontrolling interests of JBG SMITH LP do not have substantive liquidation rights, substantive kick-out rights without cause or substantive participating rights that could be exercised by a simple majority of noncontrolling interest limited partners (including by such a limited partner unilaterally). Because the noncontrolling interest holders do not have these rights, JBG SMITH LP is a VIE. As general partner, we have the power to direct the activities of JBG SMITH LP that most significantly affect its economic performance, and through our majority interest, we have both the right to receive benefits from and the obligation to absorb losses of JBG SMITH LP. Accordingly, we are the primary beneficiary of JBG SMITH LP and consolidate it in our financial statements. Because we conduct our business through JBG SMITH LP, its total assets and liabilities comprise substantially all of our consolidated assets and liabilities.

As of December 31, 2023 and 2022, we also consolidated two VIEs (1900 Crystal Drive and 2000/2001 South Bell Street) with total assets of \$ 503.2 million and \$ 265.5 million, and liabilities of \$ 293.3 million and \$ 116.3 million, primarily consisting of construction in process and mortgage loans. The assets of the VIEs can only be used to settle the obligations of the VIEs, and the liabilities include third-party liabilities of the VIEs for which the creditors or beneficial interest holders do not have recourse against us.

## 7. Deferred Leasing Costs, Net

The following is a summary of the deferred leasing costs, net:

	December 31,	
	2023	2022
	(In thousands)	
Deferred leasing costs	\$ 173,019	\$ 182,609
Accumulated amortization	( 91,542 )	( 88,540 )
Deferred leasing costs, net	<u>\$ 81,477</u>	<u>\$ 94,069</u>

## 8. Intangible Assets, Net

The following is a summary of the intangible assets, net:

	December 31, 2023			December 31, 2022		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
	(In thousands)					
Lease intangible assets:						
In-place leases	\$ 14,767	\$ ( 9,874 )	\$ 4,893	\$ 22,449	\$ ( 12,390 )	\$ 10,059
Above-market real estate leases	5,321	( 4,580 )	741	6,110	( 4,564 )	1,546
	<u>20,088</u>	<u>( 14,454 )</u>	<u>5,634</u>	<u>28,559</u>	<u>( 16,954 )</u>	<u>11,605</u>
Other identified intangible assets:						
Wireless spectrum licenses	25,780	—	25,780	25,780	—	25,780
Option to enter into ground lease	17,090	—	17,090	17,090	—	17,090
Management and leasing contracts	43,600	( 35,488 )	8,112	45,900	( 32,198 )	13,702
	<u>86,470</u>	<u>( 35,488 )</u>	<u>50,982</u>	<u>88,770</u>	<u>( 32,198 )</u>	<u>56,572</u>
Total intangible assets, net	<u>\$ 106,558</u>	<u>\$ ( 49,942 )</u>	<u>\$ 56,616</u>	<u>\$ 117,329</u>	<u>\$ ( 49,152 )</u>	<u>\$ 68,177</u>

The following is a summary of amortization expense related to lease and other identified intangible assets:

	Year Ended December 31,		
	2023	2022	2021
	(In thousands)		
In-place lease amortization <sup>(1)</sup>	\$ 4,972	\$ 8,594	\$ 4,171
Above-market real estate lease amortization <sup>(2)</sup>	720	738	1,032
Management and leasing contract amortization <sup>(1)</sup>	5,590	5,905	5,905
Total amortization expense related to lease and other identified intangible assets	<u>\$ 11,282</u>	<u>\$ 15,237</u>	<u>\$ 11,108</u>

<sup>(1)</sup> Amounts are included in "Depreciation and amortization expense" in our consolidated statements of operations.

<sup>(2)</sup> Amounts are included in "Property rental revenue" in our consolidated statements of operations.

The following is a summary of the estimated amortization related to lease and other identified intangible assets for the next five years and thereafter as of December 31, 2023:

Year ending December 31,	Amount (In thousands)
2024	\$ 7,572
2025	3,099
2026	916
2027	472
2028	360
Thereafter	1,327
Total <sup>(1)</sup>	<u>\$ 13,746</u>

- (1) Estimated amortization related to the option to enter into ground lease is excluded from the amortization table above as the ground lease does not have a definite start date. Additionally, the wireless spectrum licenses are excluded from the amortization table as they are indefinite-lived intangible assets.

## 9. Other Assets, Net

The following is a summary of other assets, net:

	December 31,	
	2023	2022
	(In thousands)	
Prepaid expenses	\$ 13,215	\$ 16,440
Derivative financial instruments, at fair value	42,341	61,622
Deferred financing costs, net	10,199	5,516
Deposits	371	483
Operating lease right-of-use assets <sup>(1)</sup>	60,329	1,383
Investments in funds <sup>(2)</sup>	21,785	16,748
Other investments <sup>(3)</sup>	3,487	3,524
Other	11,754	11,312
Total other assets, net	<u>\$ 163,481</u>	<u>\$ 117,028</u>

- (1) Includes our corporate office lease at 4747 Bethesda Avenue as of December 31, 2023.
- (2) Consists of investments in real estate-focused technology companies which are recorded at their fair value based on their reported net asset value. For each of the three years in the period ended December 31, 2023, unrealized gains totaled \$ 1.3 million, \$ 2.1 million and \$ 4.6 million related to these investments. During the years ended December 31, 2023 and 2022, realized losses related to these investments totaled \$ 758,000 and \$ 1.2 million. Unrealized and realized gains (losses) were included in "Interest and other income, net" in our consolidated statements of operations.
- (3) Primarily consists of equity investments that are carried at cost. For each of the three years in the period ended December 31, 2023, realized gains (losses) totaled \$ 436,000 , \$ 13.5 million and (\$ 1.0 ) million related to these investments, which were included in "Interest and other income, net" in our consolidated statements of operations.



## 10. Debt

### Mortgage Loans

The following is a summary of mortgage loans:

	Weighted Average Effective Interest Rate <sup>(1)</sup>	December 31,	
		2023	2022
		(In thousands)	
Variable rate <sup>(2)</sup>	6.25 %	\$ 608,582	\$ 892,268
Fixed rate <sup>(3)</sup>	4.78 %	1,189,643	1,009,607
Mortgage loans		1,798,225	1,901,875
Unamortized deferred financing costs and premium / discount, net <sup>(4)</sup>		( 15,211 )	( 11,701 )
Mortgage loans, net		\$ 1,783,014	\$ 1,890,174

(1) Weighted average effective interest rate as of December 31, 2023.

(2) Includes variable rate mortgage loans with interest rate cap agreements. For mortgage loans with interest rate caps, the weighted average interest rate cap strike was 3.33 %, and the weighted average maturity date of the interest rate caps is March 2025. The interest rate cap strike is exclusive of the credit spreads associated with the mortgage loans. As of December 31, 2023, one-month term SOFR was 5.35 %.

(3) Includes variable rate mortgage loans with interest rates fixed by interest rate swap agreements

(4) As of December 31, 2022, excludes \$2.2 million of net deferred financing costs related to unfunded mortgage loans that were included in "Other assets, net" in our consolidated balance sheet.

As of December 31, 2023 and 2022, the net carrying value of real estate collateralizing our mortgage loans totaled \$ 2.2 billion. Our mortgage loans contain covenants that limit our ability to incur additional indebtedness on these properties and, in certain circumstances, require lender approval of tenant leases and/or yield maintenance upon repayment prior to maturity. Certain mortgage loans are recourse to us. See Note 21 for additional information.

In January 2023, we entered into a \$ 187.6 million loan facility, collateralized by The Wren and F1RST Residences. The loan has a seven-year term and a fixed interest rate of 5.13 %. This loan is the initial advance under a Fannie Mae multifamily credit facility which provides flexibility for collateral substitutions, future advances tied to performance, ability to mix fixed and floating rates, and staggered maturities. Proceeds from the loan were used, in part, to repay the \$ 131.5 million mortgage loan collateralized by 2121 Crystal Drive, which had a fixed interest rate of 5.51 %.

In June 2023, we repaid \$ 142.4 million in mortgage loans collateralized by Falkland Chase-South & West and 800 North Glebe Road.

In August 2022, we entered into a mortgage loan with a principal balance of \$ 97.5 million collateralized by WestEnd25. The mortgage loan has a seven-year term and an interest rate of SOFR plus 1.45 %. We also entered into an interest rate swap with a total notional value of \$ 97.5 million, which effectively fixes SOFR at an average interest rate of 2.71 % through the maturity date. During the year ended December 31, 2021, we entered into two separate mortgage loans with an aggregate principal balance of \$ 190.0 million, collateralized by 1225 S. Clark Street and 1215 S. Clark Street.

As of December 31, 2023 and 2022, we had various interest rate swap and cap agreements on certain of our mortgage loans with an aggregate notional value of \$ 1.7 billion and \$ 1.3 billion. See Note 19 for additional information.

### Revolving Credit Facility and Term Loans

As of December 31, 2023, our unsecured revolving credit facility and term loans totaling \$ 1.5 billion consisted of a \$ 750.0 million revolving credit facility maturing in June 2027, a \$ 200.0 million term loan ("Tranche A-1 Term Loan") maturing in January 2025, a \$ 400.0 million term loan ("Tranche A-2 Term Loan") maturing in January 2028 and a \$ 120.0 million term loan ("2023 Term Loan") maturing in June 2028.

In January 2022, the Tranche A-1 Term Loan was amended to extend the maturity date to January 2025 with two one-year extension options, and to amend the interest rate to SOFR plus 1.15 % to SOFR plus 1.75 %, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets.

In July 2022, the Tranche A-2 Term Loan was amended to increase its borrowing capacity by \$ 200.0 million. The incremental \$ 200.0 million included a delayed draw feature, of which \$ 150.0 million was drawn in September 2022 and the remaining \$ 50.0 million was drawn in May 2023. The amendment extended the maturity date of the term loan to January 2028 and amended the interest rate to SOFR plus 1.25 % to SOFR plus 1.80 %, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets.

Effective as of June 29, 2023, the revolving credit facility was amended to: (i) reduce the borrowing capacity from \$ 1.0 billion to \$ 750.0 million, (ii) extend the maturity date from January 2025 to June 2027 and (iii) amend the interest rate to daily SOFR plus 1.40 % to daily SOFR plus 1.85 %, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets. We have the option to increase the \$ 750.0 million revolving credit facility or add term loans up to \$ 500.0 million, and we also have the right to extend the maturity date beyond June 2027 via two six-month extension options.

In addition, on June 29, 2023, we entered into a \$ 120.0 million term loan maturing in June 2028 with an interest rate of one-month term SOFR plus 1.25 % to one-month term SOFR plus 1.80 %, varying based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets.

In July 2023, we amended the covenants related to the Tranche A-1 Term Loan and the Tranche A-2 Term Loan to be consistent with the revolving credit facility and 2023 Term Loan covenants.

The following is a summary of amounts outstanding under the revolving credit facility and term loans:

	Effective Interest Rate <sup>(1)</sup>	December 31,	
		2023	2022
		(In thousands)	
Revolving credit facility <sup>(2) (3)</sup>	6.83 %	\$ 62,000	\$ —
Tranche A-1 Term Loan <sup>(4)</sup>	2.70 %	\$ 200,000	\$ 200,000
Tranche A-2 Term Loan <sup>(5)</sup>	3.58 %	400,000	350,000
2023 Term Loan <sup>(6)</sup>	5.31 %	120,000	—
Term loans		720,000	550,000
Unamortized deferred financing costs, net		( 2,828 )	( 2,928 )
Term loans, net		\$ 717,172	\$ 547,072

<sup>(1)</sup> Effective interest rate as of December 31, 2023. The interest rate for the revolving credit facility excludes a 0.15 % facility fee.

<sup>(2)</sup> As of December 31, 2023, daily SOFR was 5.38 %. As of December 31, 2023 and 2022, letters of credit with an aggregate face amount of \$ 467,000 were outstanding under our revolving credit facility. In February 2024, we repaid all amounts outstanding under our revolving credit facility.

<sup>(3)</sup> As of December 31, 2023 and 2022, excludes net deferred financing costs related to our revolving credit facility of \$ 10.2 million and \$ 3.3 million that were included in "Other assets, net" in our consolidated balance sheets.

<sup>(4)</sup> As of December 31, 2023, the interest rate swaps fix SOFR at a weighted average interest rate of 1.46 %. Interest rate swaps with a total notional value of \$ 200.0 million mature in July 2024. We have two forward-starting interest rate swaps that will be effective July 2024 with a total notional value of \$ 200.0 million, which will effectively fix SOFR at a weighted average interest rate of 4.00 % through January 2027.

<sup>(5)</sup> As of December 31, 2023, the interest rate swaps fix SOFR at a weighted average interest rate of 2.29 %. Interest rate swaps with a total notional value of \$ 200.0 million mature in July 2024 and with a total notional value of \$ 200.0 million mature in January 2028. We have two forward-starting interest rate swaps that will be effective July 2024 with a total notional value of \$ 200.0 million, which will effectively fix SOFR at a weighted average interest rate of 2.81 % through the maturity date.

<sup>(6)</sup> As of December 31, 2023, the outstanding balance was fixed by an interest rate swap agreement, which fixes SOFR at an interest rate of 4.01 % through the maturity date.

### Principal Maturities

The following is a summary of principal maturities of debt outstanding, including mortgage loans and the term loans, as of December 31, 2023:

Year ending December 31,	Amount (In thousands)
2024	\$ 123,585
2025	595,582
2026	112,539
2027	483,204
2028	609,532
Thereafter	655,783
Total	<u>\$ 2,580,225</u>

### 11. Other Liabilities, Net

The following is a summary of other liabilities, net:

	December 31,	
	2023	2022
	(In thousands)	
Lease intangible liabilities	\$ 5,978	\$ 33,246
Accumulated amortization	( 2,482 )	( 25,971 )
Lease intangible liabilities, net	3,496	7,275
Lease assumption liabilities	25	2,647
Lease incentive liabilities	7,546	11,539
Liabilities related to operating lease right-of-use assets <sup>(1)</sup>	64,501	5,308
Prepaid rent	11,881	15,923
Security deposits	12,133	13,963
Environmental liabilities	17,568	17,990
Deferred tax liability, net	3,326	4,903
Dividends payable	—	29,621
Derivative financial instruments, at fair value	14,444	—
Deferred purchase price related to the acquisition of a development parcel	—	19,447
Other	3,949	4,094
Total other liabilities, net	<u>\$ 138,869</u>	<u>\$ 132,710</u>

<sup>(1)</sup> Includes our corporate office lease at 4747 Bethesda Avenue as of December 31, 2023.

Amortization expense included in "Property rental revenue" in our consolidated statements of operations related to lease intangible liabilities for each of the three years in the period ended December 31, 2023 was \$ 1.7 million, \$ 1.9 million and \$ 2.2 million.

The following is a summary of the estimated amortization of lease intangible liabilities for the next five years and thereafter as of December 31, 2023:

Year ending December 31,	Amount (In thousands)
2024	\$ 455
2025	455
2026	381
2027	264
2028	255
Thereafter	1,686
Total	<u>\$ 3,496</u>

## 12. Income Taxes

We have elected to be taxed as a REIT, and accordingly, we have incurred no federal income tax expense related to our REIT subsidiaries except for our TRSs.

Our consolidated financial statements include the operations of our TRSs, which are subject to federal, state and local income taxes on their taxable income. As a REIT, we may also be subject to federal excise taxes if we engage in certain types of transactions. Continued qualification as a REIT depends on our ability to satisfy the REIT distribution tests, stock ownership requirements and various other qualification tests. The net basis of our assets and liabilities for tax reporting purposes is approximately \$ 422.1 million higher than the amounts reported in our consolidated balance sheet as of December 31, 2023.

The following is a summary of our income tax (expense) benefit:

	Year Ended December 31,		
	2023	2022	2021
	(In thousands)		
Current tax expense	\$ (1,282)	\$ (1,701)	\$ (709)
Deferred tax (expense) benefit	1,578	437	(2,832)
Income tax (expense) benefit	<u>\$ 296</u>	<u>\$ (1,264)</u>	<u>\$ (3,541)</u>

As of December 31, 2023 and 2022, we have a net deferred tax liability of \$ 3.3 million and \$ 4.9 million primarily related to basis differences in management, leasing and other investment, partially offset by deferred tax assets associated with tax versus book differences and related general and administrative expenses. We are subject to federal, state and local income tax examinations by taxing authorities for the tax years ending in 2019 through 2022.

	December 31,	
	2023	2022
	(In thousands)	
Deferred tax assets:		
Accrued bonus	\$ 474	\$ 474
NOL	—	159
Deferred revenue	503	1,266
Charitable contributions	748	500
Other	171	307
Total deferred tax assets	1,896	2,706
Valuation allowance	( 748 )	( 500 )
Total deferred tax assets, net of valuation allowance	1,148	2,206
Deferred tax liabilities:		
Basis difference - intangible assets	( 2,739 )	( 3,835 )
Basis difference - real estate	( 344 )	( 1,722 )
Basis difference - investments	( 1,348 )	( 1,517 )
Other	( 43 )	( 35 )
Total deferred tax liabilities	( 4,474 )	( 7,109 )
Net deferred tax liability	\$ ( 3,326 )	\$ ( 4,903 )

During the year ended December 31, 2023, our Board of Trustees declared cash dividends totaling \$ 0.675 of which \$ 0.135 was taxable as ordinary income for federal income tax purposes and \$ 0.540 were capital gain distributions. During the year ended December 31, 2022, our Board of Trustees declared cash dividends totaling \$ 0.90 of which \$ 0.025 was taxable as ordinary income for federal income tax purposes and \$ 0.875 were capital gain distributions. During the year ended December 31, 2021, our Board of Trustees declared cash dividends totaling \$ 0.90 of which \$ 0.252 was taxable as ordinary income for federal income tax purposes and \$ 0.648 were capital gain distributions.

### 13. Redeemable Noncontrolling Interests

#### JBG SMITH LP

OP Units held by persons other than JBG SMITH are redeemable for cash or, at our election, our common shares, subject to certain limitations. Vested LTIP Units are redeemable into OP Units. During the years ended December 31, 2023 and 2022, unitholders redeemed 2.8 million and 701,222 OP Units, which we elected to redeem for an equivalent number of our common shares. As of December 31, 2023, outstanding OP Units and redeemable LTIP Units totaled 13.1 million, representing a 12.2 % ownership interest in JBG SMITH LP. Our OP Units and certain vested LTIP Units are presented at the higher of their redemption value or their carrying value, with adjustments to the redemption value recognized in "Additional paid-in capital" in our consolidated balance sheets. Redemption value per OP Unit is equivalent to the market value of one of our common shares at the end of the period. In 2024, as of the date of this filing, unitholders redeemed 351,105 OP Units and LTIP Units, which we elected to redeem for an equivalent number of our common shares.

#### Consolidated Real Estate Venture

We were a partner in a consolidated real estate venture that owned a multifamily asset, The Wren, located in Washington, D.C. As of December 31, 2022, we held a 99.7 % ownership interest in the real estate venture, which reflects the redemption of a 3.7 % interest in October 2022, and in February 2023, another partner redeemed its 0.3 % interest, increasing our ownership interest to 100.0 %.

The following is a summary of the activity of redeemable noncontrolling interests:

	Year Ended December 31,					
	2023			2022		
	JBG SMITH LP	Consolidated Real Estate Venture	Total	JBG SMITH LP	Consolidated Real Estate Venture	Total
	(In thousands)					
Balance, beginning of period	\$ 480,663	\$ 647	\$ 481,310	\$ 513,268	\$ 9,457	\$ 522,725
Redemptions	( 44,620 )	( 647 )	( 45,267 )	( 16,704 )	( 9,531 )	( 26,235 )
LTIP Units issued in lieu of cash compensation <sup>(1)</sup>	5,213	—	5,213	6,584	—	6,584
Net income (loss)	( 10,596 )	—	( 10,596 )	13,212	32	13,244
Other comprehensive income (loss)	( 4,486 )	—	( 4,486 )	8,411	—	8,411
Distributions	( 11,351 )	—	( 11,351 )	( 16,172 )	( 267 )	( 16,439 )
Share-based compensation expense	29,018	—	29,018	38,384	—	38,384
Adjustment to redemption value	( 3,104 )	—	( 3,104 )	( 66,320 )	956	( 65,364 )
Balance, end of period	<u>\$ 440,737</u>	<u>\$ —</u>	<u>\$ 440,737</u>	<u>\$ 480,663</u>	<u>\$ 647</u>	<u>\$ 481,310</u>

<sup>(1)</sup> See Note 15 for additional information.

#### 14. Property Rental Revenue

The following is a summary of property rental revenue from our non-cancellable leases:

	Year Ended December 31,		
	2023	2022	2021
	(In thousands)		
Fixed	\$ 436,933	\$ 447,007	\$ 456,393
Variable	46,226	44,731	43,193
Property rental revenue	<u>\$ 483,159</u>	<u>\$ 491,738</u>	<u>\$ 499,586</u>

As of December 31, 2023, the amounts that are contractually due from lease payments under our operating leases on an annual basis for the next five years and thereafter are as follows:

Year ending December 31,	Amount
	(In thousands)
2024	\$ 299,178
2025	187,723
2026	180,271
2027	172,746
2028	155,596
Thereafter	1,882,367

#### 15. Share-Based Payments and Employee Benefits

##### OP UNITS

Certain OP Units issued in the Combination to the former owners of JBG/Operating Partners, L.P. were subject to post-combination that vested over a period of 60 months based on continued employment. Compensation expense for these OP Units was recognized over the graded vesting period through July 2022. The total-grant date fair value of the OP Units that vested for the years ended December 31, 2022 and 2021 was \$ 14.7 million and \$ 36.0 million.

*JBG SMITH 2017 Omnibus Share Plan*

On June 23, 2017, our Board of Trustees adopted the JBG SMITH 2017 Omnibus Share Plan (the "Plan"), effective as of July 17, 2017, and authorized the reservation of 10.3 million of our common shares pursuant to the Plan. In April 2021, our shareholders approved an amendment to the Plan to increase the common shares reserved under the Plan by 8.0 million. As of December 31, 2023, there were 5.8 million common shares available for issuance under the Plan.

Formation Awards

The formation awards issued in the Combination ("Formation Awards") were structured in the form of profits interests in JBG SMITH LP that provided for a share of appreciation determined by the increase in the value of a common share at the time of conversion over the volume-weighted average price of a common share at the time the formation unit was granted. The Formation Awards, subject to certain conditions, generally vested 25 % on each of the third and fourth anniversaries and 50 % on the fifth anniversary of the date granted, subject to continued employment. Compensation expense for these awards was recognized over a five-year period through July 2022.

The value of vested Formation Awards is realized through conversion of the award into a number of LTIP Units, and subsequent conversion into a number of OP Units determined based on the difference between the volume-weighted average price of a common share at the time the Formation Award was granted and the value of a common share on the conversion date. The conversion ratio between Formation Awards and LTIP Units, which starts at zero, is the quotient of: (i) the excess of the value of a common share on the conversion date above the per share value at the time the Formation Award was granted over (ii) the value of a common share as of the date of conversion. Formation Awards have a finite 10-year term over which their value is allowed to increase and during which they may be converted into LTIP Units (and in turn, OP Units). Holders of Formation Awards will not receive distributions or allocations of net income (net loss) prior to conversion to LTIP Units.

The total-grant date fair value of the Formation Awards that vested for the years ended December 31, 2022 and 2021 was \$ 8.9 million and \$ 6.0 million.

Time-Based LTIP Units, LTIP Units and Special Time-Based LTIP Units

During each of the three years in the period ended December 31, 2023, we granted to certain employees 979,138 , 644,995 and 498,955 LTIP Units with time-based vesting requirements ("Time-Based LTIP Units") and a weighted average grant-date fair value of \$ 17.56 , \$ 27.39 and \$ 29.21 per unit that primarily vest ratably over four years subject to continued employment. Compensation expense for these units is primarily being recognized over a four-year period.

In July 2021, we granted to certain employees as part of a long-term retention incentive award 608,325 Time-Based LTIP Units with a grant-date fair value of \$ 31.73 per unit that vest 50 % on the fifth anniversary of the grant date and 25 % on each of the sixth and seventh anniversaries of the grant date, subject to continued employment. Additionally, in January 2022, we granted to certain employees 15,790 LTIP Units with a grant-date fair value of \$ 28.39 per unit that vest over the same period. Compensation expense for these units is being recognized over a seven-year period.

During each of the three years in the period ended December 31, 2023, we granted 280,342 , 252,206 and 163,065 fully vested LTIP Units to certain employees, who elected to receive all or a portion of their cash bonuses related to prior service as LTIP Units. The LTIP Units had a grant-date fair value of \$ 15.90 , \$ 22.19 and \$ 29.54 per unit.

During each of the three years in the period ended December 31, 2023, as part of their annual compensation, we granted to non-employee trustees a total of 155,523 , 95,084 and 71,792 fully vested LTIP Units with a grant-date fair value of \$ 11.30 , \$ 20.90 and \$ 26.31 . The LTIP Units may not be sold while a trustee is serving on the Board of Trustees.

The aggregate grant-date fair value of the Time-Based LTIP Units and LTIP Units granted (collectively "Granted LTIPs") for each of the three years in the period ended December 31, 2023 was \$ 23.4 million, \$ 25.7 million and \$ 40.6 million. Holders of the Granted LTIPs and the Time-Based LTIP Units issued in 2018 related to our successful pursuit of Amazon's new headquarters ("Special Time-Based LTIP Units") have the right to convert vested units into OP Units, which are then

subsequently exchangeable for our common shares. Granted LTIPs and Special Time-Based LTIP Units do not have redemption rights, but any OP Units into which units are converted are entitled to redemption rights. Granted LTIPs and Special Time-Based LTIP Units, generally, vote with the OP Units and do not have any separate voting rights except in connection with actions that would materially and adversely affect the rights of the Granted LTIPs and Special Time-Based LTIP Units. The Granted LTIPs were valued based on the closing common share price on the date of grant, less a discount for post-grant restrictions. The discount was determined using Monte Carlo simulations based on the following significant assumptions:

	Year Ended December 31,		
	2023	2022	2021
Expected volatility	26.0 % to 31.0 %	30.0 % to 41.0 %	34.0 % to 39.0 %
Risk-free interest rate	3.4 % to 4.9 %	0.4 % to 2.9 %	0.1 % to 0.4 %
Post-grant restriction periods	2 to 6 years	2 to 6 years	2 to 3 years

The following is a summary of the Granted LTIPs and Special Time-Based LTIP Units activity:

	Unvested Shares	Weighted Average Grant-Date Fair Value
Unvested as of December 31, 2022	1,827,563	\$ 31.01
Granted	1,415,003	16.54
Vested	( 1,131,006 )	24.74
Forfeited	( 245,848 )	25.10
Unvested as of December 31, 2023	1,865,712	24.62

The total-grant date fair value of the Granted LTIPs and Special Time-Based LTIP Units that vested for each of the three years in the period ended December 31, 2023 was \$ 28.0 million, \$ 27.2 million and \$ 19.1 million.

#### Appreciation-Only LTIP Units ("AO LTIP Units")

During the years ended December 31, 2023 and 2022, we granted to certain employees 1.7 million and 1.5 million performance-based AO LTIP Units with a weighted average grant-date fair value of \$ 3.73 and \$ 4.44 per unit. The AO LTIP Units are structured in the form of profits interests that provide for a share of appreciation determined by the increase in the value of a common share at the time of conversion over the participation threshold of \$ 20.83 and \$ 32.30 for the years ended December 31, 2023 and 2022. The AO LTIP Units are subject to a total shareholder return ("TSR") modifier whereby the number of AO LTIP Units that will ultimately be earned will be increased or reduced by as much as 25 %. The AO LTIP Units have a three-year performance period with 50 % of the AO LTIP Units earned vesting at the end of the three-year performance period and the remaining 50 % vesting on the fourth anniversary of the grant date, subject to continued employment. The AO LTIP Units expire on the tenth anniversary of their grant date.

The aggregate grant-date fair value of the AO LTIP Units granted for the years ended December 31, 2023 and 2022 was \$ 6.4 million and \$ 6.6 million, valued using Monte Carlo simulations based on the following significant assumptions:

	Year Ended December 31,	
	2023	2022
Expected volatility	30.0 %	27.0 %
Dividend yield	3.2 %	2.7 %
Risk-free interest rate	4.1 %	1.6 %



The following is a summary of the AO LTIP Units activity:

	Unvested Shares	Weighted Average Grant- Date Fair Value
Unvested as of December 31, 2022	1,481,593	\$ 4.44
Granted	1,710,246	3.73
Forfeited	( 91,889 )	3.74
Unvested as of December 31, 2023	<u>3,099,950</u>	4.07

#### Performance-Based LTIP Units

During the year ended December 31, 2021, we granted to certain employees 627,874 LTIP Units with performance-based vesting requirements ("Performance-Based LTIP Units") and a weighted average grant-date fair value of \$ 15.14 per unit.

Performance-Based LTIP Units are performance-based equity compensation pursuant to which participants have the opportunity to earn LTIP Units based on the relative performance of the TSR of our common shares compared to the companies in the FTSE Nareit Equity Office Index, over the defined performance period beginning on the grant date, inclusive of dividends and stock price appreciation.

Our Performance-Based LTIP Units have a three-year performance period. 50 % of any Performance-Based LTIP Units that are earned vest at the end of the three-year performance period and the remaining 50 % vest on the fourth anniversary of the date of grant, subject to continued employment. If, however, the Performance-Based LTIP Units do not achieve a positive absolute TSR at the end of the three-year performance period, but achieve at least the threshold level of the relative performance criteria thereof, 50 % of the units that otherwise could have been earned will be forfeited, and the remaining units that are earned will vest if and when we achieve a positive TSR during the succeeding seven years, measured at the end of each quarter. Compensation expense for these units is generally being recognized over a four-year period.

In July 2021, we granted to certain employees as part of a long-term retention incentive award 844,070 Performance-Based LTIP Units with a weighted average grant-date fair value of \$ 23.08 per unit that vest 50 % on the fifth anniversary of the grant date and 25 % on each of the sixth and seventh anniversaries of the grant date, subject to continued employment, based on our achievement of four share price targets during the performance period commencing on the first anniversary of the grant date and ending on the sixth anniversary of the grant date. Additionally, in January 2022, we granted to certain employees 21,705 Performance-Based LTIP Units with a grant-date fair value of \$ 17.68 per unit that vest over the same period. Compensation expense for these units is being recognized over a seven-year period.

The aggregate grant-date fair value of the Performance-Based LTIP Units for the years ended December 31, 2022 and 2021 was \$ 384,000 and \$ 29.0 million, valued using Monte Carlo simulations based on the following significant assumptions:

	<u>Year Ended December 31,</u>	
	<u>2022</u>	<u>2021</u>
Expected volatility	28.0 %	31.0 % to 34.0 %
Dividend yield	2.7 %	2.6 %
Risk-free interest rate	1.5 %	0.2 % to 1.0 %

The following is a summary of the Performance-Based LTIP Units activity:

	Unvested Shares	Weighted Average Grant- Date Fair Value
Unvested as of December 31, 2022	1,957,748	\$ 19.33
Forfeited <sup>(1)</sup>	( 1,191,918 )	17.23
Unvested as of December 31, 2023	<u>765,830</u>	<u>22.58</u>

<sup>(1)</sup> Includes 554,093 Performance-Based LTIP Units, which were forfeited in December 2023 as the performance measures were not met.

The total-grant date fair value of the Performance-Based LTIP Units that vested for the years ended December 31, 2022 and 2021 was \$ 4.2 million and \$ 5.1 million.

#### RSUs

During each of the three years in the period ended December 31, 2023, we granted to certain non-executive employees 78,681 , 39,536 and 22,194 RSUs with time-based vesting requirements ("Time-Based RSUs") and a weighted average grant-date fair value of \$ 18.94 , \$ 29.36 and \$ 31.52 per unit. During the year ended December 31, 2021, we granted to certain non-executive employees 13,516 RSUs with performance-based vesting requirements ("Performance-Based RSUs") and a weighted average grant-date fair value of \$ 15.16 per unit. Vesting requirements and compensation expense recognition for the Time-Based RSUs and the Performance-Based RSUs are primarily consistent to those of the Time-Based LTIP Units and Performance-Based LTIP Units granted in during each of the three years in the period ended December 31, 2023.

The aggregate grant-date fair value of the RSUs granted during each of the three years in the period ended December 31, 2023 was \$ 1.5 million, \$ 1.2 million and \$ 905,000 . The Time-Based RSUs were valued based on the closing common share price on the date of grant and the Performance-Based RSUs were valued using Monte Carlo simulations with the same significant assumptions used to value the Performance-Based LTIP Units above.

The following is a summary of the RSUs activity:

	Time-Based RSUs		Performance-Based RSUs	
	Unvested Shares	Weighted Average Grant- Date Fair Value	Unvested Shares	Weighted Average Grant- Date Fair Value
Unvested as of December 31, 2022	48,514	\$ 30.04	13,516	\$ 15.16
Granted	78,681	18.94	—	—
Vested	( 45,019 )	24.24	—	—
Forfeited	( 11,426 )	23.39	( 13,516 )	15.16
Unvested as of December 31, 2023	<u>70,750</u>	<u>22.46</u>	<u>—</u>	<u>—</u>

The aggregate total-grant date fair value of the RSUs that vested for the years ended December 31, 2023 and 2022 was \$ 1.1 million and \$ 271,000 .

#### ESPP

The ESPP authorized the issuance of up to 2.1 million common shares. The ESPP provides eligible employees an option to contribute up to \$ 25,000 in any calendar year, through payroll deductions, toward the purchase of our common shares at a discount of 15.0 % of the closing price of a common share on relevant determination dates. As of December 31, 2023, there were 1.7 million common shares available for issuance under the ESPP.

Pursuant to the ESPP, employees purchased 84,673, 79,040 and 64,321 common shares for \$ 1.1 million, \$ 1.5 million and \$ 1.6 million during each of the three years in the period ended December 31, 2023, valued using the Black Scholes model based on the following significant assumptions:

	Year Ended December 31,		
	2023	2022	2021
Expected volatility	30.0 % to 37.0 %	23.0 % to 30.0 %	22.0 % to 39.0 %
Dividend yield	2.4 % to 6.3 %	1.6 % to 4.1 %	1.5 % to 3.1 %
Risk-free interest rate	4.7 % to 5.4 %	0.2 % to 2.4 %	0.1 %
Expected life	6 months	6 months	6 months

#### Share-Based Compensation Expense

The following is a summary of share-based compensation expense:

	Year Ended December 31,		
	2023	2022	2021
	(In thousands)		
Time-Based LTIP Units	\$ 16,822	\$ 19,378	\$ 16,705
AO LTIP Units and Performance-Based LTIP Units	10,647	12,615	13,101
LTIP Units	1,000	1,000	1,091
Other equity awards <sup>(1)</sup>	5,394	6,610	7,355
Share-based compensation expense - other	33,863	39,603	38,252
Formation Awards, OP Units and LTIP Units <sup>(2)</sup>	108	2,156	10,801
Special Time-Based LTIP Units and Special Performance-Based LTIP Units <sup>(3)</sup>	441	3,235	5,524
Share-based compensation related to Formation Transaction and special equity awards <sup>(4)</sup>	549	5,391	16,325
Total share-based compensation expense	34,412	44,994	54,577
Less: amount capitalized	( 2,312 )	( 3,722 )	( 3,026 )
Share-based compensation expense	\$ 32,100	\$ 41,272	\$ 51,551

- (1) Primarily comprising compensation expense for: (i) fully vested LTIP Units issued to certain employees in lieu of all or a portion of any cash bonuses earned, (ii) RSUs and (iii) shares issued under our ESPP.
- (2) Includes share-based compensation expense for Formation Awards, LTIP Units and OP Units issued in the Formation Transaction, which fully vested in July 2022.
- (3) Represents equity awards issued related to our successful pursuit of Amazon's additional headquarters in National Landing.
- (4) Included in "General and administrative expense: Share-based compensation related to Formation Transaction and special equity awards" in the accompanying consolidated statements of operations.

As of December 31, 2023, we had \$ 27.3 million of total unrecognized compensation expense related to unvested share-based payment arrangements, which is expected to be recognized over a weighted average period of 2.9 years.

#### Employee Benefits

We have a 401(k) defined contribution plan covering substantially all of our officers and employees which permits participants to defer compensation up to the maximum amount permitted by law. We provide a discretionary matching contribution. Employer contributions vest after one year of service. Our contributions for each of the three years in the period ended December 31, 2023 were \$ 2.3 million, \$ 2.4 million and \$ 2.4 million.

#### 2024 Grants

In 2024, we granted 1.9 million AO LTIP Units, 974,140 Time-Based LTIP Units and 74,842 Time-Based RSUs to certain employees with an estimated total grant-date fair value of \$ 23.9 million. Additionally, we granted 209,047 fully vested

LTIP Units, with a total grant-date fair value of \$ 3.0 million, to certain employees who elected to receive all or a portion of their cash bonus earned, related to 2023 service, as LTIP Units.

#### 16. Transaction and Other Costs

The following is a summary of transaction and other costs:

	Year Ended December 31,		
	2023	2022	2021
		(In thousands)	
Completed, potential and pursued transaction expenses <sup>(1)</sup>	\$ 1,625	\$ 2,660	\$ 5,818
Severance and other costs	4,491	2,038	1,038
Demolition costs	2,621	813	3,573
Transaction and other costs	<u>\$ 8,737</u>	<u>\$ 5,511</u>	<u>\$ 10,429</u>

<sup>(1)</sup> Includes legal and other costs related to pursued transactions and dead deal costs.

#### 17. Interest Expense

The following is a summary of interest expense:

	Year Ended December 31,		
	2023	2022	2021
		(In thousands)	
Interest expense before capitalized interest	\$ 117,811	\$ 87,246	\$ 68,485
Amortization of deferred financing costs	9,779	4,532	4,291
Interest expense related to finance lease right-of-use assets	—	2,091	2,261
Net (gain) loss on non-designated derivatives:			
Net unrealized (gain) loss	7,822	( 7,355 )	( 342 )
Net realized loss	—	304	—
Capitalized interest	<u>( 26,752 )</u>	<u>( 10,888 )</u>	<u>( 6,734 )</u>
Interest expense	<u>\$ 108,660</u>	<u>\$ 75,930</u>	<u>\$ 67,961</u>

#### 18. Shareholders' Equity and Earnings (Loss) Per Common Share

##### *Common Shares Repurchased*

Our Board of Trustees previously authorized the repurchase of up to \$ 1.0 billion of our outstanding common shares, and in May 2023, increased the common share repurchase authorization to \$ 1.5 billion. During the year ended December 31, 2023, we repurchased and retired 22.6 million common shares for \$ 335.3 million, a weighted average purchase price per share of \$ 14.83 . During the year ended December 31, 2022, we repurchased and retired 14.2 million common shares for \$ 361.0 million, a weighted average purchase price per share of \$ 25.49 . During the year ended December 31, 2021, we repurchased and retired 5.4 million common shares for \$ 157.7 million, a weighted average purchase price per share of \$ 29.34 . Since we began the share repurchase program through December 31, 2023, we have repurchased and retired 45.9 million common shares for \$ 958.8 million, a weighted average purchase price per share of \$ 20.88 .

During the first quarter of 2024, through the date of this filing, we repurchased and retired 2.7 million common shares for \$ 45.4 million, a weighted average purchase price per share of \$ 16.52 , pursuant to a repurchase plan under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended.

### Earnings (Loss) Per Common Share

The following is a summary of the calculation of basic and diluted earnings (loss) per common share and a reconciliation of net income (loss) to the amounts of net income (loss) available to common shareholders used in calculating basic and diluted earnings (loss) per common share:

	Year Ended December 31,		
	2023	2022	2021
	(In thousands, except per share amounts)		
Net income (loss)	\$ ( 91,709 )	\$ 98,986	\$ ( 89,725 )
Net (income) loss attributable to redeemable noncontrolling interests	10,596	( 13,244 )	8,728
Net (income) loss attributable to noncontrolling interests	1,135	( 371 )	1,740
Net income (loss) attributable to common shareholders	( 79,978 )	85,371	( 79,257 )
Distributions to participating securities	( 2,054 )	( 1,860 )	( 2,854 )
Net income (loss) available to common shareholders - basic and diluted	\$ ( 82,032 )	\$ 83,511	\$ ( 82,111 )
Weighted average number of common shares outstanding - basic and diluted	105,095	119,005	130,839
Earnings (loss) per common share - basic and diluted	\$ ( 0.78 )	\$ 0.70	\$ ( 0.63 )

The effect of the redemption of OP Units, Time-Based LTIP Units, fully vested LTIP Units and Special Time-Based LTIP Units that were outstanding as of the end of each period is excluded in the computation of diluted earnings (loss) per common share as the assumed exchange of such units for common shares on a one-for-one basis was antidilutive (the assumed redemption of these units would have no impact on the determination of diluted earnings (loss) per share). Since OP Units, Time-Based LTIP Units, LTIP Units and Special Time-Based LTIP Units, which are held by noncontrolling interests, are attributed gains at an identical proportion to the common shareholders, the gains attributable and their equivalent weighted average impact are excluded from net income (loss) available to common shareholders and from the weighted average number of common shares outstanding in calculating diluted earnings (loss) per common share. AO LTIP Units, Performance-Based LTIP Units, Formation Awards and RSUs, which totaled 6.8 million, 5.9 million and 4.5 million for each of the three years in the period ended December 31, 2023, were excluded from the calculation of diluted earnings (loss) per common share as they were antidilutive, but potentially could be dilutive in the future.

### Dividends Declared in February 2024

On February 14, 2024, our Board of Trustees declared a quarterly dividend of \$ 0.175 per common share, payable on March 15, 2024 to shareholders of record as of March 1, 2024.

## 19. Fair Value Measurements

### Fair Value Measurements on a Recurring Basis

To manage or hedge our exposure to interest rate risk, we follow established risk management policies and procedures, including the use of a variety of derivative financial instruments.

As of December 31, 2023 and 2022, we had various derivative financial instruments consisting of interest rate swap and cap agreements that are measured at fair value on a recurring basis. The net unrealized gain on our derivative financial instruments designated as effective hedges was \$ 22.7 million and \$ 55.0 million as of December 31, 2023 and 2022 and was recorded in "Accumulated other comprehensive income" in our consolidated balance sheets, of which a portion was reclassified to "Redeemable noncontrolling interests." Within the next 12 months, we expect to reclassify \$ 24.2 million of the net unrealized gain as a decrease to interest expense.

The fair values of the derivative financial instruments are based on the estimated amounts we would receive or pay to terminate the contracts at the reporting date and are determined using interest rate pricing models and observable inputs. The derivative financial instruments are classified within Level 2 of the valuation hierarchy.

The following is a summary of assets and liabilities measured at fair value on a recurring basis:

	Fair Value Measurements			
	Total	Level 1	Level 2	Level 3
	(In thousands)			
December 31, 2023				
Derivative financial instruments designated as effective hedges:				
Classified as assets in "Other assets, net"	\$ 35,632	—	\$ 35,632	—
Classified as liabilities in "Other liabilities, net"	7,936	—	7,936	—
Non-designated derivatives:				
Classified as assets in "Other assets, net"	6,709	—	6,709	—
Classified as liabilities in "Other liabilities, net"	6,508	—	6,508	—
December 31, 2022				
Derivative financial instruments designated as effective hedges:				
Classified as assets in "Other assets, net"	\$ 53,515	—	\$ 53,515	—
Non-designated derivatives:				
Classified as assets in "Other assets, net"	8,107	—	8,107	—

The fair values of our derivative financial instruments were determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of the derivative financial instrument. This analysis reflected the contractual terms of the derivative, including the period to maturity, and used observable market-based inputs, including interest rate market data and implied volatilities in such interest rates. While it was determined that the majority of the inputs used to value the derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with the derivatives also utilized Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default. However, as of December 31, 2023 and 2022, the significance of the impact of the credit valuation adjustments on the overall valuation of the derivative financial instruments was assessed, and it was determined that these adjustments were not significant to the overall valuation of the derivative financial instruments. As a result, it was determined that the derivative financial instruments in their entirety should be classified in Level 2 of the fair value hierarchy. The net unrealized gains (losses) included in "Other comprehensive income (loss)" in our consolidated statements of comprehensive income (loss) for each of the three years in the period ended December 31, 2023 were attributable to the net change in unrealized gains (losses) related to effective interest rate swaps that were outstanding during those periods, none of which were reported in our consolidated statements of operations as the interest rate swaps were documented and qualified as hedging instruments. Realized and unrealized gains related to non-designated derivatives are included in "Interest expense" in our consolidated statements of operations.

#### *Fair Value Measurements on a Nonrecurring Basis*

Our real estate assets are reviewed for impairment whenever there are changes in circumstances or indicators that the carrying amount of the assets may not be recoverable.

During the year ended December 31, 2023, this assessment resulted in the impairment of three commercial assets and one development parcel. Our estimate of the fair value of 2101 L Street of \$ 121.3 million was determined using a discounted cash flow model and was classified as Level 3 in the fair value hierarchy, which considers, among other things, the anticipated holding period, current market conditions and utilizes unobservable quantitative inputs, including capitalization and discount rates. Our estimate of the fair value of 2100 Crystal Drive, 2200 Crystal Drive and a development parcel totaling \$ 56.4 million was based on a market approach and classified as Level 2 in the fair value hierarchy. The development parcel was sold in December 2023. The impairment loss totaled \$ 90.2 million, which was included in "Impairment loss" in our consolidated statement of operations for the year ended December 31, 2023.

There were no assets measured at fair value on a nonrecurring basis as of December 31, 2022.

During the year ended December 31, 2021, this assessment resulted in the impairment of 7200 Wisconsin Avenue, RTC-West and a development parcel, which were written down to their estimated aggregate fair value of \$ 309.0 million and were classified as Level 2 in the fair value hierarchy. Our estimates of the fair values were based on expected sales prices

as determined by contracts that were under negotiation as of December 31, 2021, after adjusting for estimated selling costs. The assets were sold to an unconsolidated real estate venture in April 2022. The impairment loss totaled \$ 25.1 million, which was included in "Impairment loss" in our consolidated statement of operations for the year ended December 31, 2021.

#### *Financial Assets and Liabilities Not Measured at Fair Value*

As of December 31, 2023 and 2022, all financial instruments and liabilities were reflected in our consolidated balance sheets at amounts which, in our estimation, reasonably approximated their fair values, except for the following:

	December 31, 2023		December 31, 2022	
	Carrying Amount <sup>(1)</sup>	Fair Value	Carrying Amount <sup>(1)</sup>	Fair Value
	(In thousands)			
Financial liabilities:				
Mortgage loans	\$ 1,798,225	\$ 1,753,251	\$ 1,901,875	\$ 1,830,651
Revolving credit facility	62,000	62,000	—	—
Term loans	720,000	715,950	550,000	551,369

<sup>(1)</sup> The carrying amount consists of principal only.

The fair values of the mortgage loans, revolving credit facility and term loans were determined using Level 2 inputs of the fair value hierarchy. The fair value of our mortgage loans is estimated by discounting the future contractual cash flows of these instruments using current risk-adjusted rates available to borrowers with similar credit profiles based on market sources. The fair value of our revolving credit facility and term loans is calculated based on the net present value of payments over the term of the facilities using estimated market rates for similar notes and remaining terms.

## **20. Segment Information**

We review operating and financial data for each property on an individual basis; therefore, each of our individual properties is a separate operating segment. We define our reportable segments to be aligned with our method of internal reporting and the way our Chief Executive Officer, who is also our CODM, makes key operating decisions, evaluates financial results, allocates resources and manages our business. Accordingly, we aggregate our operating segments into three reportable segments (multifamily, commercial and third-party asset management and real estate services) based on the economic characteristics and nature of our assets and services.

The CODM measures and evaluates the performance of our operating segments, with the exception of the third-party asset management and real estate services business, based on the net operating income ("NOI") of properties within each segment. NOI includes property rental revenue and parking revenue, and deducts property operating expenses and real estate taxes.

With respect to the third-party asset management and real estate services business, the CODM reviews revenue streams generated by this segment ("Third-party real estate services, including reimbursements"), as well as the expenses attributable to the segment ("General and administrative: third-party real estate services"), which are both disclosed separately in our consolidated statements of operations.

The following represents the components of revenue from our third-party asset management and real estate services business:

	Year Ended December 31,		
	2023	2022	2021
		(In thousands)	
Property management fees	\$ 19,930	\$ 19,589	\$ 19,427
Asset management fees	5,030	6,191	8,468
Development fees	10,253	8,325	25,493
Leasing fees	5,592	6,017	5,833
Construction management fees	1,383	522	512
Other service revenue	5,316	5,706	6,146
Third-party real estate services revenue, excluding reimbursements	47,504	46,350	65,879
Reimbursement revenue <sup>(1)</sup>	44,547	42,672	48,124
Third-party real estate services revenue, including reimbursements	92,051	89,022	114,003
Third-party real estate services expenses	88,948	94,529	107,159
Third-party real estate services revenue less expenses	\$ 3,103	\$ (5,507)	\$ 6,844

<sup>(1)</sup> Represents reimbursement of expenses incurred by us on behalf of third parties, including allocated payroll costs and amounts paid to third-party contractors for construction management projects.

Management company assets primarily consist of management and leasing contracts with a net book value of \$ 8.1 million and \$ 13.7 million as of December 31, 2023 and 2022, which are classified in "Intangible assets, net" in our consolidated balance sheets. Consistent with internal reporting presented to our CODM and our definition of NOI, the third-party asset management and real estate services operating results are excluded from the NOI data below.

The following is the reconciliation of net income (loss) attributable to common shareholders to consolidated NOI:

	Year Ended December 31,		
	2023	2022	2021
		(In thousands)	
Net income (loss) attributable to common shareholders	\$ (79,978)	\$ 85,371	\$ (79,257)
Add:			
Depreciation and amortization expense	210,195	213,771	236,303
General and administrative expense:			
Corporate and other	54,838	58,280	53,819
Third-party real estate services	88,948	94,529	107,159
Share-based compensation related to Formation Transaction and special equity awards	549	5,391	16,325
Transaction and other costs	8,737	5,511	10,429
Interest expense	108,660	75,930	67,961
Loss on the extinguishment of debt	450	3,073	—
Impairment loss	90,226	—	25,144
Income tax expense (benefit)	(296)	1,264	3,541
Net income (loss) attributable to redeemable noncontrolling interests	(10,596)	13,244	(8,728)
Net income (loss) attributable to noncontrolling interests	(1,135)	371	(1,740)
Less:			
Third-party real estate services, including reimbursements revenue	92,051	89,022	114,003
Other revenue	10,902	7,421	7,671
Loss from unconsolidated real estate ventures, net	(26,999)	(17,429)	(2,070)
Interest and other income, net	15,781	18,617	8,835
Gain on the sale of real estate, net	79,335	161,894	11,290
Consolidated NOI	\$ 299,528	\$ 297,210	\$ 291,227



The following is a summary of NOI and certain balance sheet data by segment. Items classified in the Other column include development assets, corporate entities, land assets for which we are the ground lessor and the elimination of inter-segment activity.

	<b>Year Ended December 31, 2023</b>			
	<b>Multifamily</b>	<b>Commercial</b>	<b>Other</b>	<b>Total</b>
	(In thousands)			
Property rental revenue	\$ 206,705	\$ 262,826	\$ 13,628	\$ 483,159
Parking revenue	1,047	16,844	195	18,086
Total property revenue	207,752	279,670	13,823	501,245
Property expense:				
Property operating	72,264	75,254	( 3,469 )	144,049
Real estate taxes	21,961	33,546	2,161	57,668
Total property expense	94,225	108,800	( 1,308 )	201,717
Consolidated NOI	\$ 113,527	\$ 170,870	\$ 15,131	\$ 299,528
	<b>Year Ended December 31, 2022</b>			
	<b>Multifamily</b>	<b>Commercial</b>	<b>Other</b>	<b>Total</b>
	(In thousands)			
Property rental revenue	\$ 180,068	\$ 301,955	\$ 9,715	\$ 491,738
Parking revenue	857	16,530	256	17,643
Total property revenue	180,925	318,485	9,971	509,381
Property expense:				
Property operating	62,017	86,223	1,764	150,004
Real estate taxes	20,580	37,950	3,637	62,167
Total property expense	82,597	124,173	5,401	212,171
Consolidated NOI	\$ 98,328	\$ 194,312	\$ 4,570	\$ 297,210
	<b>Year Ended December 31, 2021</b>			
	<b>Multifamily</b>	<b>Commercial</b>	<b>Other</b>	<b>Total</b>
	(In thousands)			
Property rental revenue	\$ 139,918	\$ 352,180	\$ 7,488	\$ 499,586
Parking revenue	415	12,441	246	13,102
Total property revenue	140,333	364,621	7,734	512,688
Property expense:				
Property operating	52,527	102,967	( 4,856 )	150,638
Real estate taxes	20,207	45,701	4,915	70,823
Total property expense	72,734	148,668	59	221,461
Consolidated NOI	\$ 67,599	\$ 215,953	\$ 7,675	\$ 291,227
	<b>Multifamily</b>	<b>Commercial</b>	<b>Other</b>	<b>Total</b>
	(In thousands)			
<b>December 31, 2023</b>				
Real estate, at cost	\$ 3,154,116	\$ 2,357,713	\$ 363,333	\$ 5,875,162
Investments in unconsolidated real estate ventures	—	176,786	87,495	264,281
Total assets	2,559,395	2,683,947	275,173	5,518,515
<b>December 31, 2022</b>				
Real estate, at cost	\$ 2,986,907	\$ 2,754,832	\$ 416,343	\$ 6,158,082
Investments in unconsolidated real estate ventures	304	218,723	80,854	299,881
Total assets	2,483,902	2,829,576	589,960	5,903,438

## **21. Commitments and Contingencies**

### *Insurance*

We maintain general liability insurance with limits of \$ 150.0 million per occurrence and in the aggregate, and property and rental value insurance coverage with limits of \$ 1.0 billion per occurrence, with sub-limits for certain perils such as floods and earthquakes on each of our properties. We also maintain coverage, through our wholly owned captive insurance subsidiary, for a portion of the first loss on the above limits and for both conventional terrorist acts and for nuclear, biological, chemical or radiological terrorism events with limits of \$ 2.0 billion per occurrence. These policies are partially reinsured by third-party insurance providers.

We will continue to monitor the state of the insurance market, and the scope and costs of coverage for acts of terrorism. We cannot anticipate what coverage will be available on commercially reasonable terms in the future. We are responsible for deductibles and losses in excess of the insurance coverage, which could be material.

Our debt, consisting of mortgage loans secured by our properties, a revolving credit facility and term loans, contains customary covenants requiring adequate insurance coverage. Although we believe that we currently have adequate insurance coverage, we may not be able to obtain an equivalent amount of coverage at a reasonable cost in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect our ability to finance or refinance our properties.

### *Construction Commitments*

As of December 31, 2023, we had assets under construction that, based on our current plans and estimates, require an additional \$ 177.1 million to complete, which we anticipate will be primarily expended over the next two years. These capital expenditures are generally due as the work is performed, and we expect to finance them with debt proceeds, proceeds from asset sales and recapitalizations, and available cash.

### *Environmental Matters*

Most of our assets have been subject, at some point, to environmental assessments that are intended to evaluate the environmental condition of the subject and surrounding assets. The environmental assessments have not revealed any material environmental contamination that we believe would have a material adverse effect on our overall business, financial condition or results of operations, or that have not been anticipated and remediated during site redevelopment as required by law. Nevertheless, there can be no assurance that the identification of new areas of contamination, changes in the extent or known scope of contamination, the discovery of additional sites or changes in cleanup requirements would not result in significant cost to us. Environmental liabilities totaled \$ 17.6 million and \$ 18.0 million as of December 31, 2023 and 2022, and are included in "Other liabilities, net" in our consolidated balance sheets.

### *Operating and Finance Leases*

As of December 31, 2023, we are obligated under non-cancellable operating leases, including ground leases on certain of our properties with terms extending through the year 2037. As of December 31, 2023, our operating lease liabilities were calculated based on the weighted average discount rates of 5.6 % and had a weighted average remaining lease term of 13.5 years.

As of December 31, 2023, future minimum lease payments under our non-cancellable operating leases are as follows:

Year ending December 31,	Amount (In thousands)
2024	\$ 6,539
2025	6,737
2026	6,942
2027	7,154
2028	5,934
Thereafter	60,542
Total future minimum lease payments	93,848
Imputed interest	( 29,347 )
Total liabilities related to lease right-of-use assets	\$ 64,501

During the year ended December 31, 2023, we incurred \$ 5.4 million of fixed operating lease expenses, and \$ 180,000 of variable operating lease expenses. In April 2022, we sold the finance ground leases at 1730 M Street and Courthouse Plaza 1 and 2 to an unconsolidated real estate venture. During the year ended December 31, 2022, we incurred \$ 601,000 and \$ 2.6 million of fixed operating and finance lease expenses, and \$ 97,000 of variable operating lease expenses. During the year ended December 31, 2021, we incurred \$ 731,000 and \$ 2.8 million of fixed operating and finance lease expenses, and \$ 2.6 million of variable operating lease expenses.

#### *Other*

As of December 31, 2023, we had committed tenant-related obligations totaling \$ 46.8 million (\$ 46.0 million related to our consolidated entities and \$ 828,000 related to our unconsolidated real estate ventures at our share). The timing and amounts of payments for tenant-related obligations are uncertain and may only be due upon satisfactory performance of certain conditions.

There are various legal actions against us in the ordinary course of business. In our opinion, the outcome of such matters will not have a material adverse effect on our financial condition, results of operations or cash flows. During the year ended December 31, 2023, we recognized a \$ 6.0 million gain from the settlement of litigation, which was included in "Interest and other income, net" in our consolidated statement of operations.

From time to time, we (or ventures in which we have an ownership interest) have agreed, and may in the future agree with respect to unconsolidated real estate ventures, to (i) guarantee portions of the principal, interest and other amounts in connection with borrowings, (ii) provide customary environmental indemnifications and nonrecourse carve-outs (e.g., guarantees against fraud, misrepresentation and bankruptcy) in connection with borrowings, or (iii) provide guarantees to lenders and other third parties for the completion of development projects. We customarily have agreements with our outside venture partners whereby the partners agree to reimburse the real estate venture or us for their share of any payments made under certain of these guarantees. At times, we also have agreements with certain of our outside venture partners whereby we agree to either indemnify the partners and/or the associated ventures with respect to certain contingent liabilities associated with operating assets or to reimburse our partner for its share of any payments made by them under certain guarantees. Guarantees (excluding environmental) customarily terminate either upon the satisfaction of specified circumstances or repayment of the underlying debt. Amounts that we may be required to pay in future periods in relation to guarantees associated with budget overruns or operating losses are not estimable.

As of December 31, 2023, we had additional capital commitments and certain recorded guarantees to our unconsolidated real estate ventures and other investments totaling \$ 61.3 million. As of December 31, 2023, we had no principal payment guarantees related to our unconsolidated real estate ventures.

Additionally, with respect to borrowings of our consolidated entities, we have agreed, and may in the future agree, to (i) guarantee portions of the principal, interest and other amounts, (ii) provide customary environmental indemnifications and nonrecourse carve-outs (e.g., guarantees against fraud, misrepresentation and bankruptcy) or (iii) provide guarantees to

lenders, tenants and other third parties for the completion of development projects. As of December 31, 2023, the aggregate amount of principal payment guarantees was \$ 8.3 million for our consolidated entities.

In connection with the Formation Transaction, we have an agreement with Vornado regarding tax matters (the "Tax Matters Agreement") that provides special rules that allocate tax liabilities if the distribution of JBG SMITH shares by Vornado, together with certain related transactions, is determined not to be tax-free. Under the Tax Matters Agreement, we may be required to indemnify Vornado against any taxes and related amounts and costs resulting from a violation by us of the Tax Matters Agreement.

## **22. Transactions with Related Parties**

Our third-party asset management and real estate services business provides fee-based real estate services to the JBG Legacy Funds, other third parties and the WHI Impact Pool. In connection with the contribution to us of certain assets formerly owned by the JBG Legacy Funds as part of the Formation Transaction, the general partner and managing member interests in the JBG Legacy Funds that were held by certain former JBG executives (and who became members of our management team and/or Board of Trustees) were not transferred to us and remain under the control of these individuals. In addition, certain members of our senior management team and Board of Trustees have ownership interests in the JBG Legacy Funds, and own carried interests in each fund and in certain of our real estate ventures that entitle them to receive cash payments if the fund or real estate venture achieves certain return thresholds.

We launched the WHI with the Federal City Council in June 2018 as a scalable market-driven model that uses private capital to help address the scarcity of housing for middle income families. As of December 31, 2023, the WHI Impact Pool completed fundraising in 2020 with capital commitments totaling \$ 114.4 million, which included a commitment from us of \$ 11.2 million. As of December 31, 2023, our remaining commitment was \$ 3.5 million.

The third-party real estate services revenue, including expense reimbursements, from the JBG Legacy Funds and the WHI Impact Pool was \$ 21.3 million, \$ 20.0 million and \$ 22.6 million for each of the three years in the period ended December 31, 2023. As of December 31, 2023 and 2022, we had receivables from the JBG Legacy Funds and the WHI Impact Pool totaling \$ 3.5 million and \$ 4.5 million for such services.

Commencing in March 2023, in connection with the sale of an 80.0 % interest in 4747 Bethesda Avenue, we leased our corporate offices from an unconsolidated real estate venture and incurred \$ 5.0 million of rent expense for the year ended December 31, 2023, which was included in "General and administrative expense" in our consolidated statement of operations.

We rented our former corporate offices from an unconsolidated real estate venture and made payments totaling \$ 922,000 and \$ 1.3 million for the years ended December 31, 2022 and 2021.

We have agreements with Building Maintenance Services ("BMS"), an entity in which we have a minor preferred interest, to supervise cleaning, engineering and security services at our properties. We paid BMS \$ 9.3 million, \$ 10.7 million and \$ 18.6 million for each of the three years in the period ended December 31, 2023, which was included in "Property operating expenses" in our consolidated statements of operations.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures**

As required by Rule 13a-15(b) under the Exchange Act, we carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of December 31, 2023, our disclosure controls and procedures were effective.

**Management's Report on Internal Control over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over our financial reporting (as such term is defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act). Our internal control over financial reporting is a process designed under the supervision of our Chief Executive Officer and Chief Financial Officer to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our consolidated financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles. Our internal control over financial reporting includes policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and dispositions of our assets, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of our management and directors, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisitions, use or disposition of our assets that could have a material effect on our consolidated financial statements.

As of December 31, 2023, management conducted an assessment of the effectiveness of our internal control over financial reporting based on the framework established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2023.

Deloitte & Touche LLP, an independent registered public accounting firm, has audited our consolidated financial statements and has issued a report on the effectiveness of our internal control over financial reporting, which is included herein.

**Changes in Internal Control over Financial Reporting**

There have been no changes in our internal control over financial reporting during the quarter ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Trustees of JBG SMITH Properties

### Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of JBG SMITH Properties and subsidiaries (the "Company") as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2023, of the Company and our report dated February 20, 2024, expressed an unqualified opinion on those consolidated financial statements.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP  
McLean, Virginia  
February 20, 2024

## ITEM 9B. OTHER INFORMATION

### TRADING ARRANGEMENTS

During the three months ended December 31, 2023, none of our officers or trustees adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

### AMENDMENT TO EMPLOYMENT AGREEMENTS

On February 14, 2024, the Company's Compensation Committee approved, and the Company entered into, amendments to the employment agreements between the Company and each of Ms. Banerjee, Messrs. Museles, Reynolds and Xanders which changed the severance amount upon a qualifying change in control termination (as defined in each such employment agreement) from two times the sum of the executive's current base salary and target annual bonus, to three times the sum of the executive's current base salary and target annual bonus. The foregoing summary of the amendments is qualified in its entirety by each of the amendments, copies of which are filed as Exhibits 10.57, 10.58, 10.54 and 10.59 to this Annual Report on Form 10-K and incorporated by reference herein.

### MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes our taxation and the material U.S. federal income tax consequences to holders of our common shares, preferred shares and depositary shares (together with common shares and preferred shares, the "shares") as well as our warrants and rights (together with the shares, the "securities") and is provided for general information only. This is not tax advice. The tax treatment of our shareholders will vary depending upon the holder's particular situation, and this discussion does not deal with all aspects of taxation that may be relevant to particular shareholders in light of their personal investment or tax circumstances. This section also does not deal with all aspects of taxation that may be relevant to certain types of shareholders to which special provisions of the U.S. federal income tax laws apply, including:

- dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- banks;
- life insurance companies;
- tax-exempt organizations;
- certain insurance companies;
- persons liable for the alternative minimum tax;
- persons that hold shares that are a hedge, that are hedged against interest rate or currency risks or that are part of a straddle or conversion transaction;
- persons that purchase or sell shares as part of a wash sale for tax purposes;
- persons who do not hold our shares as capital assets; and
- U.S. shareholders whose functional currency is not the U.S. dollar.

This summary is based on the Internal Revenue Code of 1986 (the "Code"), its legislative history, existing and proposed regulations under the Code, published rulings and court decisions. This summary describes the provisions of these sources of law only as they are currently in effect. All of these sources of law may change at any time, and any change in the law may apply retroactively.

If a partnership holds our shares, the U.S. federal income tax treatment of a partner generally depends on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding our shares should consult its tax advisor with regard to the U.S. federal income tax treatment of an investment in our shares.

We urge you to consult with your tax advisors regarding the federal, state, local and foreign tax consequences to you of acquiring, owning and selling our shares, in light of your particular circumstances.

#### **Taxation of JBG SMITH as a REIT**

We elected to be taxed as a REIT under Sections 856 through 860 of the Code, commencing with our taxable year that ended December 31, 2017 (our first taxable year). We believe that we are organized and operate in such a manner as to qualify for taxation as a REIT under the applicable provisions of the Code. We conduct our business as an umbrella partnership REIT, pursuant to which substantially all of our assets are held by our operating partnership, JBG SMITH LP. We are the sole general partner of JBG SMITH LP and we own 87.8% of its outstanding OP Units. JBG SMITH LP owns, directly or indirectly, majority interests in several subsidiary REITs and minority interests in certain other subsidiary REITs through its interests in certain joint ventures. Our subsidiary REITs are subject to the same REIT qualification requirements and other limitations described herein that apply to us (and in certain cases, are subject to more stringent REIT qualification requirements).

When we offer our shares, we will request an opinion of Hogan Lovells US LLP, our REIT tax counsel, to the effect that we have been organized and have operated in conformity with the requirements for qualification and taxation as a REIT, effective for each of our taxable years ended December 31, 2017, through and including our immediately preceding calendar year, and that our current organization and current and intended method of operation will enable us to continue to meet the requirements for qualification and taxation as a REIT under the Code for the taxable year in which the offering occurs and thereafter.

It must be emphasized that the opinion of Hogan Lovells US LLP, described in the preceding paragraph, regarding our status as a REIT, will rely, without independent investigation or verification, on various assumptions relating to our organization and operation and on prior opinions provided by Sullivan & Cromwell LLP and Hogan Lovells US LLP, as described below under "Failure to Qualify as a REIT," as to the qualification and taxation of Vornado, each REIT that was contributed by VRLP to JBG SMITH LP and each REIT that was contributed to JBG SMITH LP by JBG, as a REIT, and will be conditioned upon fact-based representations and covenants made by our management regarding our organization, assets and income, and the present and future conduct of our business operations. While we intend to continue to operate so that we continue to qualify to be taxed as a REIT, given the highly complex nature of the rules governing REITs, the ongoing importance of factual determinations, and the possibility of future changes in our circumstances, no assurance can be given by Hogan Lovells US LLP or by us that we will qualify to be taxed as a REIT for any particular year. Any such opinion will be expressed as of the date issued. In connection with such opinion, Hogan Lovells US LLP will have no obligation to advise us or our shareholders of any subsequent change in the matters stated, represented or assumed, or of any subsequent change in the applicable law. You should be aware that opinions of counsel are not binding on the IRS, and no assurance can be given that the IRS will not challenge the conclusions set forth in any such opinion. Hogan Lovells US LLP's opinion would not foreclose the possibility that we may have to use one or more of the REIT savings provisions discussed below, which could require us to pay an excise or penalty tax (which could be significant in amount) in order to maintain our REIT qualification.

Our qualification and taxation as a REIT depend on our ability to meet, on a continuing basis, through actual operating results, distribution levels and diversity of share ownership, various qualification requirements imposed upon REITs by the Code, the compliance with which will not be monitored by Hogan Lovells US LLP. Our ability to qualify to be taxed as a REIT also requires that we satisfy certain tests, some of which depend upon the fair market values of assets that we own directly or indirectly. Such values may not be susceptible to a precise determination. Accordingly, no assurance can be given that the actual results of our operations for any taxable year will satisfy such requirements for qualification and taxation as a REIT.

As noted above, we have elected, and believe we have been organized and have operated in such a manner as to qualify, to be taxed as a REIT for U.S. federal income tax purposes, from and after our taxable year that ended December 31, 2017



(our first taxable year). The material qualification requirements are summarized below under "-Requirements for Qualification." While we believe that we operate so that we qualify to be taxed as a REIT, no assurance can be given that the IRS will not challenge our qualification, or that we will be able to operate in accordance with the REIT requirements in the future. Please refer to "-Failure to Qualify as a REIT." The discussion in this section "-Taxation of JBG SMITH as a REIT" assumes that we will qualify as a REIT.

As a REIT, we generally do not have to pay federal corporate income taxes on our net income that we currently distribute to our shareholders. This treatment substantially eliminates the "double taxation" at the corporate and shareholder levels that generally results from investment in a regular corporation. Our dividends, however, typically are not eligible for (i) the reduced rates of tax applicable to dividends received by noncorporate shareholders, except in limited circumstances, and (ii) the corporate dividends received deduction. For taxable years beginning before January 1, 2026, however, U.S. shareholders that are individuals, trusts or estates may deduct 20% of the aggregate amount of ordinary dividends distributed by us, subject to certain limitations. Our capital gain dividends and qualified dividend income generally are subject to a maximum 23.8% rate (which rate takes into account the maximum capital gain rate of 20% and the 3.8% Medicare tax on net investment income, described below under "-Net Investment Income Tax"). See "-Taxation of U.S. Shareholders-Taxation of Taxable U.S. Shareholders-Taxation of Dividends."

Any net operating losses, foreign tax credits and other tax attributes generated or incurred by us generally do not pass through to our shareholders, subject to special rules for certain items such as the capital gain that we recognize. See "-Taxation of U.S. Shareholders-Taxation of Taxable U.S. Shareholders-Taxation of Dividends."

Although we generally do not pay federal corporate income tax on our net income that we currently distribute to our shareholders, we will have to pay U.S. federal income tax as follows:

- First, we will have to pay tax at regular corporate rates on any undistributed REIT taxable income, including undistributed net capital gains.
- Second, if we elect to treat property that we acquire in connection with certain leasehold terminations or a foreclosure of a mortgage loan as "foreclosure property," we may thereby avoid (i) the 100% prohibited transactions tax on gain from a resale of that property (if the sale otherwise would constitute a prohibited transaction); and (ii) the inclusion of any income from such property as non-qualifying income for purposes of the REIT gross income tests discussed below. Income from the sale or operation of the property may be subject to U.S. federal corporate income tax at the highest applicable rate (currently 21%).
- Third, if we have net income from "prohibited transactions," as defined in the Code, we will have to pay a 100% tax on that income. Prohibited transactions are, in general, certain sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business.
- Fourth, if we should fail to satisfy the 75% gross income test or the 95% gross income test, as discussed below under "-Requirements for Qualification-Income Tests," but have nonetheless maintained our qualification as a REIT because we have satisfied some other requirements, we will have to pay a 100% tax on an amount equal to (a) the gross income attributable to the greater of (i) 75% of our gross income over the amount of gross income that is qualifying income for purposes of the 75% test, and (ii) 95% of our gross income over the amount of gross income that is qualifying income for purposes of the 95% test, multiplied by (b) a fraction intended to reflect our profitability.
- Fifth, if we should fail to distribute during each calendar year at least the sum of (1) 85% of our REIT ordinary income for that year, (2) 95% of our REIT capital gain net income for that year and (3) any undistributed taxable income from prior periods, we would have to pay a 4% excise tax on the excess of that required distribution over the sum of the amounts actually distributed and retained amounts on which income tax is paid at the corporate level.
- Sixth, if we acquire any asset from a C corporation in certain transactions in which we succeed to the basis of the asset or any other property in the hands of the C corporation as the basis of the asset in our hands, and we recognize gain on the disposition of that asset during the five-year period beginning on the date on which we acquired that

asset, then we will have to pay tax on the built-in gain at the highest regular corporate rate. A C corporation means generally a corporation that has to pay full corporate-level tax.

- Seventh, if we derive "excess inclusion income" from a residual interest in a REMIC or certain interests in a TMP we could be subject to corporate level federal income tax at a 21% rate to the extent that such income is allocable to certain types of tax-exempt shareholders that are not subject to unrelated business income tax, such as government entities.
- Eighth, if we receive non-arm's-length income from a TRS, or as a result of services provided by a TRS to our tenants or to us, we will be subject to a 100% tax on the amount of our non-arm's-length income.
- Ninth, if we fail to satisfy a REIT asset test, as described below, due to reasonable cause and we nonetheless maintain our REIT qualification because of specified cure provisions, we will generally be required to pay a tax equal to the greater of \$50,000 or the highest corporate tax rate multiplied by the net income generated by the nonqualifying assets that caused us to fail such test.
- Tenth, if we fail to satisfy any provision of the Code that would result in our failure to qualify as a REIT (other than a violation of the REIT gross income tests or a violation of the asset tests described below) and the violation is due to reasonable cause, we may retain our REIT qualification but will be required to pay a penalty of \$50,000 for each such failure.
- Eleventh, we have a number of TRSs, the net income of which will be subject to U.S. federal, state and local corporate income tax at normal rates.

Notwithstanding our qualification as a REIT, we and our subsidiaries also may be subject to a variety of other taxes, including payroll taxes, property and other taxes on our assets, operations and net worth. We also could be subject to tax in other situations and on transactions not presently contemplated.

#### **Requirements for Qualification**

The Code defines a REIT as a corporation, trust or association:

- which is managed by one or more directors or trustees;
- the beneficial ownership of which is evidenced by transferable shares, or by transferable certificates of beneficial interest;
- that would otherwise be taxable as a domestic corporation, but for Sections 856 through 859 of the Code;
- that is neither a financial institution nor an insurance company to which certain provisions of the Code apply;
- the beneficial ownership of which is held by 100 or more persons (except with respect to the first taxable year for which an election to be taxed as a REIT is made);
- during the last half of each taxable year, not more than 50% in value of the outstanding shares of which is owned, directly or constructively, by five or fewer individuals, as defined in the Code to include certain entities (the "not closely held requirement") (except with respect to the first taxable year for which an election to be taxed as a REIT is made); and
- that meets certain other tests, including tests described below regarding the nature of its income and assets.

The Code provides that the conditions described in the first through fourth bullet points above must be met during the entire taxable year and that the condition described in the fifth bullet point above must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a taxable year of less than 12 months. We satisfy the conditions described in the first through sixth bullet points of the preceding paragraph. Our declaration of trust provides for restrictions regarding the ownership and transfer of our shares of beneficial interest, which restrictions are intended to assist us in continuing to satisfy the share ownership requirements described in the fifth and sixth bullet points of the preceding paragraph. The ownership and transfer restrictions pertaining to our common shares are described in this

prospectus under the heading "Description of Shares of Beneficial Interest-Common Shares-Restrictions on Ownership of Common Shares."

### **Ownership of Subsidiary Entities**

#### *Ownership of Partnerships, Limited Liability Companies and Qualified REIT Subsidiaries*

If we are a partner in an entity that is treated as a partnership for U.S. federal income tax purposes, Treasury regulations under Section 856 of the Code provide that for purposes of the gross income and asset tests applicable to REITs that are described below, we will be deemed to own our proportionate share of the assets of the partnership and will be deemed to be entitled to the income of the partnership attributable to that share. In addition, the character of the assets and gross income of the partnership will retain the same character in our hands for purposes of Section 856 of the Code, including for purposes of satisfying the gross income tests and the asset tests. As the sole general partner of our operating partnership, JBG SMITH LP, we have direct control over it and indirect control over the subsidiaries in which JBG SMITH LP or a subsidiary has a controlling interest. We currently intend to operate these entities in a manner consistent with the requirements for our qualification as a REIT. If we are or become a limited partner or non-managing member in any partnership or limited liability company and such entity takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in such entity (including possibly by transferring the interest to one of our TRSs). In addition, it is possible that a partnership or limited liability company could take an action that could cause us to fail a gross income or asset test, and that we would not become aware of such action in time for us to dispose of our interest in the partnership or limited liability company or take other corrective action on a timely basis. In that case, we could fail to qualify as a REIT unless we were entitled to relief as described below in "-Failure to Qualify as a REIT." In addition, actions taken by partnerships in which we own an interest can affect the determination of whether we have net income from prohibited transactions. See the fourth bullet in the list under "-Taxation of JBG SMITH as a REIT" for a brief description of prohibited transactions.

Under the Bipartisan Budget Act of 2015, liability is imposed on a partnership (rather than its partners) for adjustments to reported partnership taxable income resulting from audits or other tax proceedings. The liability can include an imputed underpayment of tax, calculated by using the highest marginal U.S. federal income tax rate, as well as interest and penalties on such imputed underpayment of tax. Using certain rules, partnerships may be able to transfer these liabilities to their partners. In the event any adjustments are imposed by the IRS on the taxable income reported by JBG SMITH LP or any of our other subsidiary partnerships, we intend to use the audit rules to the extent possible to allow us to transfer any liability with respect to such adjustments to the partners of JBG SMITH LP (which would include us) or the partners of any other subsidiary partnership who should properly bear such liability. However, there is no assurance that we will qualify under those rules or that we will have the authority to use those rules under the operating agreements for certain of our subsidiary partnerships.

If we own a corporate subsidiary that is a QRS, the QRS generally is disregarded for U.S. federal income tax purposes, and its assets, liabilities and items of income, deduction and credit are treated as assets, liabilities and items of income, deduction and credit of ours, including for purposes of the gross income and asset tests that apply to us as a REIT. A QRS is any corporation other than a TRS that is wholly owned by us. Other entities that are wholly owned by us, including single member limited liability companies that have not elected to be taxed as corporations for U.S. federal income tax purposes, also generally are disregarded as separate entities for U.S. federal income tax purposes, including for purposes of the REIT income and asset tests. Disregarded subsidiaries, along with any partnerships in which we hold an equity interest, are sometimes referred to herein as "pass-through subsidiaries."

If a disregarded subsidiary ceases to be wholly owned by us (for example, if any equity interest in the subsidiary is acquired by a person other than us or another disregarded subsidiary of ours), the subsidiary's separate existence no longer would be disregarded for U.S. federal income tax purposes. Instead, the subsidiary would have multiple owners and would be treated either as a partnership or a taxable corporation. Such an event could, depending on the circumstances, adversely affect our ability to satisfy the various asset and gross income requirements applicable to REITs, including the requirement that REITs generally may not own, directly or indirectly, more than 10% of the securities of another corporation unless it is a TRS, a QRS or another REIT. See "-Income Tests" and "-Asset Tests."

#### *Ownership of Subsidiary REITs*

JBG SMITH LP owns, directly or indirectly, majority interests in several subsidiary REITs and minority interests in certain other subsidiary REITs through our interests in certain joint ventures. We believe that these subsidiary REITs are organized and operate in a manner that permits them to qualify for taxation as a REIT for U.S. federal income tax purposes. However, if any of these subsidiary REITs were to fail to qualify as a REIT, then (i) the subsidiary REIT would become subject to regular U.S. corporate income tax, as described herein, see "-Failure to Qualify as a REIT" below, and (ii) our equity interest in such subsidiary REIT would cease to be a qualifying real estate asset for purposes of the 75% asset test and could become subject to the 5% asset test, the 10% voting share asset test, and the 10% value asset test generally applicable to our ownership in corporations other than REITs, QRSs and TRSs. See "-Asset Tests" below. If a subsidiary REIT were to fail to qualify as a REIT and if we were not able to treat the subsidiary REIT as a TRS of ours pursuant to certain prophylactic elections we have made, it is possible that we would not meet the 10% voting share test and the 10% value test with respect to our indirect interest in such entity, in which event we would fail to qualify as a REIT unless we could avail ourselves of certain relief provisions.

#### *Taxable REIT Subsidiaries*

JBG SMITH LP owns a number of TRSs. A TRS is any corporation in which a REIT directly or indirectly owns stock, provided that the REIT and that corporation make a joint election to treat that corporation as a TRS. The election can be revoked at any time as long as the REIT and the TRS revoke such election jointly. In addition, if a TRS holds, directly or indirectly, more than 35% of the securities of any other corporation other than a REIT (by vote or by value), then that other corporation is also treated as a TRS. A corporation can be a TRS with respect to more than one REIT.

A TRS is subject to U.S. federal income tax at regular corporate rates (currently a maximum rate of 21%), and may also be subject to state and local taxation. Any dividends paid or deemed paid by any one of our TRSs will also be taxable, either (1) to us to the extent the dividend is retained by us, or (2) to our shareholders to the extent the dividends received from the TRS are paid to our shareholders. We may hold more than 10% of the stock of a TRS without jeopardizing our qualification as a REIT notwithstanding the rule described below under "-Asset Tests" that generally precludes ownership of more than 10% of any issuer's securities. However, as noted below, for us to qualify as a REIT, the securities of all the TRSs in which we have invested either directly or indirectly may not represent more than 20% of the total value of our assets. Other than certain activities related to operating or managing a lodging or health care facility, a TRS may generally engage in any business, including the provision of customary or non-customary services to tenants of the parent REIT.

#### **Income Tests**

To maintain our qualification as a REIT, we annually must satisfy two gross income requirements.

- First, we must derive at least 75% of our gross income, excluding gross income from prohibited transactions, for each taxable year directly or indirectly from investments relating to real property, mortgages on real property or investments in REIT equity securities, including "rents from real property," as defined in the Code, or from certain types of temporary investments. Rents from real property generally include our expenses that are paid or reimbursed by tenants.
- Second, at least 95% of our gross income, excluding gross income from prohibited transactions, for each taxable year must be derived from real property investments as described in the preceding bullet point, dividends, interest and gain from the sale or disposition of stock or securities, or from any combination of these types of sources.

Rents that we receive will qualify as rents from real property in satisfying the gross income requirements for a REIT described above only if the rents satisfy several conditions.

- First, the amount of rent must not be based in whole or in part on the income or profits of any person. However, an amount received or accrued generally will not be excluded from rents from real property solely because it is based on a fixed percentage or percentages of receipts or sales.

- Second, the Code provides that rents received from a tenant will not qualify as rents from real property in satisfying the gross income tests if the REIT, directly or under the applicable attribution rules, owns a 10% or greater interest in that tenant; except that rents received from a TRS under certain circumstances qualify as rents from real property even if we own more than a 10% interest in the subsidiary. We refer to a tenant in which we own a 10% or greater interest as a "related party tenant."
- Third, if rent attributable to personal property leased in connection with a lease of real property is greater than 15% of the total rent received under the lease, then the portion of rent attributable to the personal property will not qualify as rents from real property.
- Finally, for rents received to qualify as rents from real property, the REIT generally must not operate or manage the property or furnish or render services to the tenants of the property, other than through an independent contractor from whom the REIT derives no revenue or through a TRS. However, we may directly perform certain services that landlords usually or customarily render when renting space for occupancy only or that are not considered rendered to the occupant of the property.

We expect that we will not derive material rents from related party tenants. We also expect that we will not derive material rental income attributable to personal property, except where the personal property is leased in connection with the lease of real property and the amount of which is less than 15% of the total rent received under the lease.

We directly perform services for some of our tenants. We do not believe that the provision of these services will cause our gross income attributable to these tenants to fail to be treated as rents from real property. If we were to directly provide services to a tenant that are other than those that landlords usually or customarily provide when renting space for occupancy only, amounts received or accrued by us for any of these services will not be treated as rents from real property for purposes of the REIT gross income tests. However, the amounts received or accrued for these services will not cause other amounts received with respect to the property to fail to be treated as rents from real property unless the amounts treated as received in respect of the services, together with amounts received for certain management services, exceed 1% of all amounts received or accrued by us during the taxable year with respect to the property. If the sum of the amounts received in respect of the services to tenants and management services described in the preceding sentence exceeds the 1% threshold, then all amounts received or accrued by us with respect to the property will not qualify as rents from real property, even if we only provide the impermissible services to some, but not all, of the tenants of the property.

The term "interest" generally does not include any amount received or accrued, directly or indirectly, if the determination of that amount depends in whole or in part on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term "interest" solely because it is based on a fixed percentage or percentages of receipts or sales.

From time to time, we may enter into hedging transactions with respect to one or more of our assets or liabilities. Our hedging activities may include entering into interest rate swaps, caps and floors, options to purchase these items, and futures and forward contracts. Except to the extent provided by Treasury regulations, any income we derive from a hedging transaction that is clearly identified as such as specified in the Code, including gain from the sale or disposition of such a transaction, will not constitute gross income for purposes of the 75% or 95% gross income tests, and therefore will be excluded for purposes of these tests, but only to the extent that the transaction hedges indebtedness incurred or to be incurred by us to acquire or carry real estate. The term "hedging transaction," as used above, generally means any transaction we enter into in the normal course of our business primarily to manage risk of interest rate or price changes or currency fluctuations with respect to borrowings made or to be made, or ordinary obligations incurred or to be incurred, by us. "Hedging transaction" also includes any transaction entered into primarily to manage the risk of currency fluctuations with respect to any item of income or gain that would be qualifying income under the 75% or 95% gross income test (or any property which generates such income or gain), including gain from the termination of such a transaction. Gross income also excludes income from clearly identified hedging transactions that are entered into with respect to previously acquired hedging transactions that a REIT entered into to manage interest rate or currency fluctuation risks when the previously hedged indebtedness is extinguished or property is disposed of. We intend to structure any hedging transactions in a manner that does not jeopardize our status as a REIT.

Interest income and gain from the sale of a debt instrument not secured by real property or an interest in real property, including "nonqualified" debt instruments issued by a "publicly offered REIT," are not treated as qualifying income for purposes of the 75% gross income test (even though such instruments are treated as "real estate assets," as discussed below) but are treated as qualifying income for purposes of the 95% gross income test. A "publicly offered REIT" means a REIT that is required to file annual and periodic reports with the SEC under the Exchange Act.

As a general matter, certain foreign currency gains will be excluded from gross income for purposes of one or both of the gross income tests, as follows.

"Real estate foreign exchange gain" will be excluded from gross income for purposes of both the 75% and 95% gross income test. Real estate foreign exchange gain generally includes foreign currency gain attributable to any item of income or gain that is qualifying income for purposes of the 75% gross income test, foreign currency gain attributable to the acquisition or ownership of (or becoming or being the obligor under) obligations secured by mortgages on real property or on interests in real property and certain foreign currency gain attributable to certain qualified business units of a REIT.

"Passive foreign exchange gain" will be excluded from gross income for purposes of the 95% gross income test. Passive foreign exchange gain generally includes real estate foreign exchange gain as described above, and also includes foreign currency gain attributable to any item of income or gain that is qualifying income for purposes of the 95% gross income test and foreign currency gain attributable to the acquisition or ownership of (or becoming or being the obligor under) obligations that would not fall within the scope of the definition of real estate foreign exchange gain.

If we fail to satisfy one or both of the 75% or 95% gross income tests for any taxable year, we may nevertheless qualify as a REIT for that year if we satisfy the requirements of other provisions of the Code that allow relief from disqualification as a REIT. These relief provisions will generally be available if:

- Our failure to meet the income tests was due to reasonable cause and not due to willful neglect; and
- We file a schedule of each item of income in excess of the limitations described above in accordance with regulations to be prescribed by the IRS.

We might not be entitled to the benefit of these relief provisions, however, and, even if these relief provisions apply, we would have to pay a tax on the excess income. The tax will be a 100% tax on an amount equal to (a) the gross income attributable to the greater of (i) 75% of our gross income over the amount of gross income that is qualifying income for purposes of the 75% test, and (ii) 95% of our gross income over the amount of gross income that is qualifying income for purposes of the 95% test, *multiplied by* (b) a fraction intended to reflect our profitability.

#### **Asset Tests**

At the close of each quarter of our taxable year, we must also satisfy four tests relating to the nature of our assets.

- First, at least 75% of the value of our total assets must be represented by real estate assets, including (a) real estate assets held by our QRSs, our allocable share of real estate assets held by partnerships in which we own an interest and stock issued by another REIT, (b) for a period of one year from the date of our receipt of proceeds of an offering of our shares of beneficial interest or publicly offered debt with a term of at least five years, stock or debt instruments purchased with these proceeds, (c) cash, cash items and government securities, and (d) certain debt instruments of "publicly offered REITs" (as defined above), interests in real property or interests in mortgages on real property (including a mortgage secured by both real property and personal property, provided that the fair market value of the personal property does not exceed 15% of the total fair market value of all property securing such mortgage), and personal property to the extent that rents attributable to the property are treated as rents from real property under the applicable Code section.
- Second, not more than 25% of our total assets may be represented by securities other than those in the 75% asset class (except that not more than 25% of the REIT's total assets may be represented by "nonqualified" debt instruments issued by publicly offered REITs). For this purpose, a "nonqualified" debt instrument issued by a

publicly offered REIT is any real estate asset that would cease to be a real estate asset if the definition of a real estate asset was applied without regard to the reference to debt instruments issued by publicly offered REITs.

- Third, not more than 20% of our total assets may constitute securities issued by TRSs and, of the investments included in the 25% asset class, the value of any one issuer's securities, other than equity securities issued by another REIT or securities issued by a TRS, owned by us may not exceed 5% of the value of our total assets.
- Fourth, we may not own more than 10% of the vote or value of the outstanding securities of any one issuer, except for issuers that are REITs, QRSs or TRSs, or certain securities that qualify under a safe harbor provision of the Code (such as so-called "straight-debt" securities).

Solely for the purposes of the 10% value test described above, the determination of our interest in the assets of any partnership or limited liability company in which we own an interest will be based on our capital interest in any securities issued by the partnership or limited liability company, excluding for this purpose certain securities described in the Code.

If the IRS successfully challenges the partnership status of any of the partnerships in which we maintain a more than 10% vote or value interest, and the partnership is reclassified as a corporation or a publicly traded partnership taxable as a corporation, we could lose our REIT status. In addition, in the case of such a successful challenge, we could lose our REIT status if such recharacterization results in us otherwise failing one of the asset tests described above.

Certain relief provisions may be available to us if we fail to satisfy the asset tests described above after a 30-day cure period. Under these provisions, we will be deemed to have met the 5% and 10% REIT asset tests if the value of our nonqualifying assets (i) does not exceed the lesser of (a) 1% of the total value of our assets at the end of the applicable quarter and (b) \$10,000,000, and (ii) we dispose of the nonqualifying assets within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury regulations to be issued. For violations due to reasonable cause and not willful neglect that are not described in the preceding sentence, we may avoid disqualification as a REIT under any of the asset tests, after the 30-day cure period, by taking steps including (i) the disposition of the nonqualifying assets to meet the asset test within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury regulations to be issued, (ii) paying a tax equal to the greater of (a) \$50,000 or (b) the highest corporate tax rate multiplied by the net income generated by the nonqualifying assets, and (iii) disclosing certain information to the IRS.

#### ***Annual Distribution Requirements.***

To qualify as a REIT, we are required to distribute, on an annual basis, dividends, other than capital gain dividends, to our shareholders in an amount at least equal to (1) the sum of (a) 90% of our "REIT taxable income," computed without regard to the dividends paid deduction and our net capital gain, and (b) 90% of the net after-tax income, if any, from foreclosure property *minus* (2) the sum of certain items of non-cash income.

In addition, if we acquire an asset from a C corporation in a carryover basis transaction and dispose of such asset during the five-year period beginning on the date on which we acquired that asset, we may be required to distribute at least 90% of the after-tax built-in gain, if any, recognized on the disposition of the asset.

These distributions must be paid in the taxable year to which they relate or may be paid in the following taxable year if the distributions are declared before we timely file our tax return for the year to which they relate and are paid on or before the first regular dividend payment after the declaration. A special rule applies that permits distributions that are declared in October, November or December as of a record date in such month and actually paid in January of the following year to be treated as if they were paid on December 31 of the year declared.

To the extent that we do not distribute all of our net capital gain or distribute at least 90%, but less than 100%, of our REIT taxable income, as adjusted, we will have to pay tax on the undistributed amounts at regular ordinary and capital gain corporate tax rates. Furthermore, if we fail to distribute during each calendar year at least the sum of (a) 85% of our ordinary income for that year, (b) 95% of our capital gain net income for that year, and (c) any undistributed taxable income from prior periods, we will have to pay a 4% excise tax on the excess of the required distribution over the sum of the amounts actually distributed and retained amounts on which income tax is paid at the corporate level.



In order for distributions to be counted as satisfying the annual distribution requirement for REITs, and to provide REITs with a REIT-level dividends paid deduction, the distributions must not be "preferential dividends." A distribution is not a preferential dividend if the distribution is (1) pro rata among all outstanding shares of stock within a particular class and (2) in accordance with the preferences among different classes of stock as set forth in the REIT's organizational documents. This requirement does not apply to publicly offered REITs, including us, but continues to apply to our subsidiary REITs.

We intend to satisfy the annual distribution requirements.

The calculation of REIT taxable income includes deductions for noncash charges, such as depreciation. Accordingly, we anticipate that we generally will have sufficient cash or liquid assets to enable us to satisfy the distribution requirements described above. However, from time to time, we may not have sufficient cash or other liquid assets to meet these distribution requirements due to timing differences between the actual receipt of income and the actual payment of deductible expenses, and the inclusion of income and deduction of expenses for purposes of determining our annual taxable income. Further, under Section 451 of the Code, subject to certain exceptions, we must accrue income for U.S. federal income tax purposes no later than the time at which such income is taken into account in our consolidated financial statements, which could create additional differences between REIT taxable income and the receipt of cash attributable to such income. In addition, we may decide to retain our cash, rather than distribute it, to repay debt, acquire assets, or for other reasons. If these timing differences occur, we may borrow funds to pay dividends or we may pay dividends through the distribution of other property (including our shares) in order to meet the distribution requirements, while preserving our cash. Alternatively, subject to certain conditions and limitations, we may declare a taxable dividend payable in cash or shares at the election of each shareholder, where the aggregate amount of cash to be distributed with respect to such dividend may be subject to limitation. In such case, for U.S. federal income tax purposes, shareholders receiving such dividends will be required to include the full amount (both the cash and share component) of the dividend as ordinary taxable income to the extent of our current and accumulated earnings and profits.

Under certain circumstances, we may be able to rectify a failure to meet the distribution requirement for a year by paying "deficiency dividends" to shareholders in a later year, which may be included in our deduction for dividends paid for the earlier year. Thus, we may be able to avoid being taxed on amounts distributed as deficiency dividends; however, we will be required to pay interest based upon the amount of any deduction taken for deficiency dividends.

#### ***Interest Deduction Limitation***

Section 163(j) of the Code limits the deductibility of net interest expense paid or accrued on debt properly allocable to a trade or business to 30% of "adjusted taxable income," subject to certain exceptions. Any amount paid or accrued in excess of the limitation is carried forward and may be deducted in a subsequent year, again subject to the 30% limitation. Adjusted taxable income is determined without regard to certain deductions, including those for net interest expense, and net operating loss carryforwards. Beginning with our federal income tax return for the taxable year ended December 31, 2018, we made a timely election (which is irrevocable), such that the 30% limitation does not apply. This election is available for a trade or business involving real property development, redevelopment, construction, reconstruction, rental, operation, acquisition, conversion, disposition, management, leasing or brokerage, within the meaning of Section 469(c)(7)(C) of the Code. As a result of this election, depreciable real property (including certain improvements) held by the relevant trade or business must be depreciated under the alternative depreciation system under the Code, which generally is less favorable than the generally applicable system of depreciation under the Code. If it was subsequently determined that this election was not in fact available with respect to all or certain of our business activities, the new interest deduction limitation could result in us having more REIT taxable income and, thus, increase the amount of distributions we must make in order to comply with the REIT requirements and avoid incurring corporate level income tax.

#### ***Failure to Qualify as a REIT***

If we would otherwise fail to qualify as a REIT because of a violation of one of the requirements described above, our qualification as a REIT will not be terminated if the violation is due to reasonable cause and not willful neglect and we pay a penalty tax of \$50,000 for the violation. The immediately preceding sentence does not apply to a violation of the income tests described above or a violation of the asset tests described above, each of which has a specific relief provision that is described above.



If we fail to qualify for taxation as a REIT in any taxable year, and the relief provisions described above do not apply, we would be subject to tax on our taxable income at regular corporate tax rates. We cannot deduct distributions to holders of our shares in any year in which we are not a REIT, nor would we be required to make distributions in such a year. We would possibly also be subject to certain taxes enacted by the Inflation Reduction Act of 2022 that are applicable to non-REIT corporations, including the nondeductible 1% excise tax on certain stock repurchases. As a result, we anticipate that our failure to qualify as a REIT would reduce the funds available for distribution by us to our shareholders. In addition, if we fail to qualify as a REIT, all distributions to our shareholders will be taxable as regular corporate dividends to such shareholders to the extent of current and accumulated earnings and profits (as determined for U.S. federal income tax purposes). Such dividends paid to U.S. holders of our shares that are individuals, trusts and estates may be taxable at the preferential income tax rates (i.e., the 23.8% maximum U.S. federal rate for capital gain, which rate takes into account the maximum capital gain rate of 20% and the 3.8% Medicare tax on net investment income, described below under "-Net Investment Income Tax") for qualified dividends. Such dividends, however, would not be eligible for the 20% deduction on "qualified" REIT dividends allowed by Section 199A of the Code generally available to U.S. holders of our shares that are individuals, trusts or estates for taxable years beginning before January 1, 2026. In addition, in a case where we did not qualify to be taxed as a REIT, corporate distributees may be eligible for the dividends received deduction, subject to the limitations of the Code. Unless we are entitled to relief under specific statutory provisions, we also will be disqualified from re-electing to be taxed as a REIT for the four taxable years following the year during which we lose our qualification. It is not possible to state whether, in all circumstances, we will be entitled to this statutory relief.

In addition, if either Vornado or JBG SMITH were to fail to qualify as a REIT immediately after the Separation in July 2017, then, in our 2017 taxable year, we would have to recognize corporate-level gain on our assets that were acquired in so-called "conversion transactions." (Out of an abundance of caution, we are assuming that the "immediately after" requirement would be applied looking at the two years following the Separation). For more information, please review the risk factor entitled "Unless Vornado and JBG SMITH are both REITs immediately after the distribution of JBG SMITH by Vornado and at all times during the two years thereafter, JBG SMITH could be required to recognize certain corporate-level gains for tax purposes" in our [Annual Report on Form 10-K for the year ended December 31, 2018](#), which is incorporated by reference herein. In connection with the distribution of JBG SMITH by Vornado and the combination, we received an opinion of Sullivan & Cromwell LLP and an opinion of Hogan Lovells US LLP to the effect that we were organized in conformity with the requirements for qualification and taxation as a REIT under the Code, and that our proposed method of operation enabled us to meet the requirements for qualification and taxation as a REIT commencing with our taxable year ended December 31, 2017. In addition, we received an opinion of Hogan Lovells US LLP with respect to each REIT that was contributed to JBG SMITH LP by JBG in the combination, and we and JBG received an opinion of Sullivan & Cromwell LLP with respect to each REIT that was contributed by VRLP to JBG SMITH LP, in each case to the effect that each such REIT had been organized and had operated in conformity with the requirements for qualification and taxation as a REIT under the Code, and that its actual method of operation enabled such REIT to meet up to the date of the distribution, and its proposed method of operation would enable such REIT to continue to meet following the date of the distribution, the requirements for qualification and taxation as a REIT under the Code.

## **Taxation of U.S. Shareholders**

### ***Taxation of Taxable U.S. Shareholders***

As used in this section, the term "U.S. shareholder" means a holder of our shares who, for U.S. federal income tax purposes, is:

- a citizen or resident of the United States;
- a domestic corporation;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust if a United States court can exercise primary supervision over the trust's administration and one or more United States persons have authority to control all substantial decisions of the trust.

*Taxation of Dividends.*

As long as we qualify as a REIT, distributions made by us out of our current or accumulated earnings and profits, and not designated by us as capital gain dividends, will constitute dividends that are taxable to our taxable U.S. shareholders as ordinary income.

Noncorporate U.S. shareholders will generally not be entitled to the preferential tax rate (currently 23.8%, inclusive of the 3.8% net investment income tax) applicable to certain types of dividends that give rise to "qualified dividend income," except with respect to the portion of any distribution (a) that represents income from dividends we received from a corporation in which we own shares to the extent that such dividends would be eligible for the lower rate on dividends if paid by the corporation to its individual shareholders, (b) that is equal to the sum of our REIT taxable income (taking into account the dividends paid deduction available to us) and certain net built-in gain with respect to property acquired from a C corporation in certain transactions in which we must adopt the basis of the asset in the hands of the C corporation for our previous taxable year and less any taxes paid by us during our previous taxable year, or (c) that represents earnings and profits that were accumulated by us in a prior non-REIT taxable year, in each case, provided that certain holding period and other requirements are satisfied at both the REIT and individual shareholder level. For taxable years prior to January 1, 2026, our U.S. shareholders that are individuals, trusts or estates may deduct 20% of the aggregate amount of ordinary dividends distributed by us, subject to certain limitations, pursuant to the temporary 20% deduction allowed by Section 199A of the Code. Such noncorporate U.S. shareholders should consult their tax advisors to determine the impact of tax rates on dividends received from us.

Our distributions will not be eligible for the dividends received deduction in the case of U.S. shareholders that are corporations. Our distributions that we properly designate as capital gain dividends will be taxable to U.S. shareholders as gain from the sale of a capital asset held for more than one year, to the extent that they do not exceed our actual net capital gain for the taxable year, without regard to the period for which a U.S. shareholder has held its shares. Thus, with certain limitations, capital gain dividends received by an individual U.S. shareholder may be eligible for preferential rates of taxation. U.S. shareholders that are corporations may, however, be required to treat up to 20% of certain capital gain dividends as ordinary income. The maximum amount of dividends that may be designated by us as capital gain dividends and as "qualified dividend income" with respect to any taxable year may not exceed the dividends paid by us with respect to such year, including dividends paid by us in the succeeding taxable year that relate back to the prior taxable year for purposes of determining our dividends paid deduction. Capital gains attributable to the sale of depreciable real property held for more than twelve months are subject to a 25% maximum U.S. federal income tax rate for taxpayers who are taxed as individuals, to the extent of previously claimed depreciation deductions. In addition, the IRS has been granted authority to prescribe regulations or other guidance requiring the proportionality of the designation for particular types of dividends (for example, capital gain dividends) among REIT shares.

To the extent that we make ordinary distributions in excess of our current and accumulated earnings and profits, these distributions will be treated first as a tax-free return of capital to each U.S. shareholder. Thus, these distributions will reduce the adjusted basis which the U.S. shareholder has in its shares for tax purposes by the amount of the distribution, but not below zero. Distributions in excess of a U.S. shareholder's adjusted basis in its shares will be taxable as capital gain, provided that the shares have been held as a capital asset. For purposes of determining the portion of distributions on separate classes of shares that will be treated as dividends for federal income tax purposes, current and accumulated earnings and profits will be allocated first to distributions attributable to the priority rights of preferred shares before being allocated to other distributions.

Dividends authorized by us in October, November or December of any year and payable to a shareholder of record on a specified date in any of those months will be treated as both paid by us and received by the shareholder on December 31 of that year, provided that we actually pay the dividend on or before January 31 of the following calendar year but only to the extent of earnings and profits in that year. Shareholders may not include in their own income tax returns any of our net operating losses or capital losses.

We may make distributions to our shareholders that are paid in shares. These distributions would be intended to be treated as dividends for U.S. federal income tax purposes and a U.S. shareholder would, therefore, generally have taxable income

with respect to such distributions of shares and may have a tax liability on account of such distribution in excess of the cash (if any) that is received.

U.S. shareholders holding shares at the close of our taxable year will be required to include, in computing their long-term capital gains for the taxable year in which the last day of our taxable year falls, the amount of our undistributed net capital gain that we designate in a written notice distributed to our shareholders. We may not designate amounts in excess of our undistributed net capital gain for the taxable year. Each U.S. shareholder required to include the designated amount in determining the shareholder's long-term capital gains will be deemed to have paid, in the taxable year of the inclusion, the tax paid by us in respect of the undistributed net capital gains. U.S. shareholders to whom these rules apply will be allowed a credit or a refund, as the case may be, for the tax they are deemed to have paid. U.S. shareholders will increase their basis in their shares by the difference between the amount of the includible gains and the tax deemed paid by the shareholder in respect of these gains.

Distributions made by us and gain arising from a U.S. shareholder's sale or exchange of shares will not be treated as passive activity income. As a result, U.S. shareholders generally will not be able to apply any passive losses against that income or gain.

*Distributions to Holders of Depositary Shares.* Owners of depositary shares will be treated for U.S. federal income tax purposes as if they were owners of the underlying preferred shares represented by such depositary shares. Accordingly, such owners will be entitled to take into account, for U.S. federal income tax purposes, income and deductions to which they would be entitled if they were direct holders of underlying preferred shares. In addition, (i) no gain or loss will be recognized for U.S. federal income tax purposes upon the withdrawal of certificates evidencing the underlying preferred shares in exchange for depositary receipts, (ii) the tax basis of each share of the underlying preferred shares to an exchanging owner of depositary shares will, upon such exchange, be the same as the aggregate tax basis of the depositary shares exchanged therefor, and (iii) the holding period for the underlying preferred shares in the hands of an exchanging owner of depositary shares will include the period during which such person owned such depositary shares.

#### *Sale or Exchange of Shares*

When a U.S. shareholder sells or otherwise disposes of shares, the shareholder will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between (a) the amount of cash and the fair market value of any property received on the sale or other disposition, and (b) the holder's adjusted basis in the shares for tax purposes. This gain or loss will be capital gain or loss if the U.S. shareholder has held the shares as a capital asset. The gain or loss will be long-term gain or loss if the U.S. shareholder has held the shares for more than one year. Long-term capital gain of an individual U.S. shareholder is generally taxed at preferential rates. In general, any loss recognized by a U.S. shareholder when the shareholder sells or otherwise disposes of our shares that the shareholder has held for nine months or less, after applying certain holding period rules, will be treated as a long-term capital loss, to the extent of distributions received by the shareholder from us which were required to be treated as long-term capital gains.

The IRS has the authority to prescribe, but has not yet prescribed, Treasury Regulations that would apply a capital gain tax rate of 25% (which is higher than the long-term capital gain tax rate for noncorporate U.S. shareholders) to all or a portion of capital gain realized by a noncorporate U.S. shareholder on the sale of shares of our shares that would correspond to the U.S. shareholder's share of our "unrecaptured Section 1250 gain." U.S. shareholders should consult with their tax advisors with respect to their capital gain tax liability.

#### *Redemption of Preferred Shares and Depositary Shares.*

We do not currently have any preferred shares outstanding, but if we were to issue preferred shares in the future, the following would apply to a redemption of those preferred shares.

Whenever we redeem any preferred shares held by the depositary, the depositary will redeem as of the same redemption date the number of depositary shares representing the preferred shares so redeemed. The treatment accorded to any redemption by us for cash (as distinguished from a sale, exchange or other disposition) of our preferred shares to a holder of such preferred shares can only be determined on the basis of the particular facts as to each holder at the time of

redemption. In general, a holder of our preferred shares will recognize capital gain or loss measured by the difference between the amount received by the holder of such shares upon the redemption and such holder's adjusted tax basis in the preferred shares redeemed (provided the preferred shares are held as a capital asset) if such redemption (i) is "not essentially equivalent to a dividend" with respect to the holder of the preferred shares under Section 302(b)(1) of the Code, (ii) is a "substantially disproportionate" redemption with respect to the shareholder under Section 302(b)(2) of the Code, or (iii) results in a "complete termination" of the holder's interest in all classes of our shares under Section 302(b)(3) of the Code. In applying these tests, there must be taken into account not only any series or class of the preferred shares being redeemed, but also such holder's ownership of other classes of our shares and any options (including stock purchase rights) to acquire any of the foregoing. The holder of our preferred shares also must take into account any such securities (including options) which are considered to be owned by such holder by reason of the constructive ownership rules set forth in Sections 318 and 302(c) of the Code.

If the holder of preferred shares owns (actually or constructively) none of our voting shares, or owns an insubstantial amount of our voting shares, based upon current law, it is probable that the redemption of preferred shares from such a holder would be considered to be "not essentially equivalent to a dividend." However, whether a distribution is "not essentially equivalent to a dividend" depends on all of the facts and circumstances, and a holder of our preferred shares intending to rely on any of these tests at the time of redemption should consult its tax advisor to determine their application to its particular situation.

Satisfaction of the "substantially disproportionate" and "complete termination" exceptions is dependent upon compliance with the respective objective tests set forth in Section 302(b)(2) and Section 302(b)(3) of the Code. A distribution to a holder of preferred shares will be "substantially disproportionate" if the percentage of our outstanding voting shares actually and constructively owned by the shareholder immediately following the redemption of preferred shares (treating preferred shares redeemed as not outstanding) is less than 80% of the percentage of our outstanding voting shares actually and constructively owned by the shareholder immediately before the redemption, and immediately following the redemption the shareholder actually and constructively owns less than 50% of the total combined voting power of the Company. Because the Company's preferred shares are nonvoting shares, a shareholder would have to reduce such holder's holdings (if any) in our classes of voting shares to satisfy this test.

If the redemption does not meet any of the tests under Section 302 of the Code, then the redemption proceeds received from our preferred shares will be treated as a distribution on our shares as described under "-Taxation of U.S. Shareholders-Taxation of Taxable U.S. Shareholders-Taxation of Dividends," and "-Taxation of Non-U.S. Shareholders." If the redemption of a holder's preferred shares is taxed as a dividend, the adjusted basis of such holder's redeemed preferred shares will be transferred to any other shares held by the holder. If the holder owns no other shares, under certain circumstances, such basis may be transferred to a related person, or it may be lost entirely.

#### *Backup Withholding and Information Reporting*

In general, information reporting requirements will apply to payments of dividends on and payments of the proceeds of the sale of our shares held by U.S. shareholders, unless an exception applies. The applicable withholding agent is required to withhold tax on such payments if (i) the payee fails to furnish a TIN to the payor or to establish an exemption from backup withholding, or (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect. In addition, the applicable withholding agent with respect to the dividends on our shares is required to withhold tax if (i) there has been a notified payee under-reporting with respect to interest, dividends or original issue discount described in Section 3406(c) of the Code, or (ii) there has been a failure of the payee to certify under the penalty of perjury that the payee is not subject to backup withholding under the Code. A U.S. shareholder that does not provide the applicable withholding agent with a correct TIN may also be subject to penalties imposed by the IRS. In addition, we may be required to withhold a portion of capital gain distributions to any U.S. shareholders who fail to certify their U.S. status to us.

Some U.S. shareholders, including corporations, may be exempt from backup withholding. Any amounts withheld under the backup withholding rules from a payment to a U.S. shareholder will be allowed as a credit against the U.S. shareholder's U.S. federal income tax and may entitle the shareholder to a refund, provided that the required information is furnished to the IRS. The applicable withholding agent will be required to furnish annually to the IRS and to U.S. shareholders of our shares information relating to the amount of dividends paid on our shares, and that information reporting may also apply

to payments of proceeds from the sale of our shares. Some U.S. shareholders, including corporations, financial institutions and certain tax-exempt organizations, are generally not subject to information reporting.

#### *Net Investment Income Tax*

A U.S. shareholder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, is subject to a 3.8% tax on the lesser of (1) the U.S. shareholder's "net investment income" (or "undistributed net investment income" in the case of an estate or trust) for the relevant taxable year and (2) the excess of the U.S. shareholder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals is between \$125,000 and \$250,000, depending on the individual's circumstances). A holder's net investment income generally includes its dividend income and its net gains from the disposition of REIT shares, unless such dividends or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). The temporary 20% deduction allowed by Section 199A of the Code with respect to ordinary REIT dividends received by noncorporate taxpayers is allowed only for purposes of Chapter 1 of the Code and, thus, apparently is not allowed as a deduction allocable to such dividends for purposes of determining the amount of net investment income subject to the 3.8% Medicare tax, which is imposed under Chapter 2A of the Code. If you are a U.S. shareholder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the Medicare tax to your income and gains in respect of your investment in our shares.

#### ***Taxation of Tax-Exempt Shareholders***

The IRS has ruled that amounts distributed as dividends by a REIT generally do not constitute unrelated business taxable income when received by a tax-exempt entity. Based on that ruling, provided that a tax-exempt shareholder is not one of the types of entity described below and has not held its shares as "debt financed property" within the meaning of the Code, the dividend income from shares will not be unrelated business taxable income to a tax-exempt shareholder. Similarly, income from the sale of shares will not constitute unrelated business taxable income unless the tax-exempt shareholder has held the shares as "debt financed property" within the meaning of the Code or has used the shares in a trade or business.

Notwithstanding the above paragraph, tax-exempt shareholders will be required to treat as unrelated business taxable income any dividends paid by us that are allocable to our "excess inclusion" income, if any.

Income from an investment in our shares will constitute unrelated business taxable income for tax-exempt shareholders that are social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts, and qualified group legal services plans exempt from U.S. federal income taxation under the applicable subsections of Section 501(c) of the Code, unless the organization is able to properly deduct amounts set aside or placed in reserve for certain purposes so as to offset the income generated by its shares. Prospective investors of the types described in the preceding sentence should consult their tax advisors concerning these "set aside" and reserve requirements.

Notwithstanding the foregoing, however, a portion of the dividends paid by a "pension-held REIT" will be treated as unrelated business taxable income to any trust which:

- is described in Section 401(a) of the Code;
- is tax-exempt under Section 501(a) of the Code; and
- holds more than 10% (by value) of the equity interests in the REIT.

Tax-exempt pension, profit-sharing and stock bonus funds that are described in Section 401(a) of the Code are referred to below as "qualified trusts." A REIT is a "pension-held REIT" if:

- it would not have qualified as a REIT but for the fact that Section 856(h)(3) of the Code provides that stock owned by qualified trusts will be treated, for purposes of the "not closely held" requirement, as owned by the beneficiaries of the trust (rather than by the trust itself); and

- either (a) at least one qualified trust holds more than 25% by value of the interests in the REIT or (b) one or more qualified trusts, each of which owns more than 10% by value of the interests in the REIT, hold in the aggregate more than 50% by value of the interests in the REIT.

The percentage of any REIT dividend treated as unrelated business taxable income to a qualifying trust is equal to the ratio of (a) the gross income of the REIT from unrelated trades or businesses, determined as though the REIT were a qualified trust, less direct expenses related to this gross income, to (b) the total gross income of the REIT, less direct expenses related to the total gross income. A *de minimis* exception applies where this percentage is less than 5% for any year. We are not and do not expect to be classified as a pension-held REIT.

The rules described above under the heading "U.S. Shareholders" concerning the inclusion of our designated undistributed net capital gains in the income of its shareholders will apply to tax-exempt entities. Thus, tax-exempt entities will be allowed a credit or refund of the tax deemed paid by these entities in respect of the includible gains.

#### **Taxation of Non-U.S. Shareholders**

The rules governing U.S. federal income taxation of nonresident alien individuals, foreign corporations, foreign partnerships and estates or trusts that in either case are not subject to U.S. federal income tax on a net income basis who own shares, which we call "non-U.S. shareholders," are complex. The following discussion is only a limited summary of these rules. Prospective non-U.S. shareholders should consult with their tax advisors to determine the impact of U.S. federal, state and local income tax laws with regard to an investment in our shares, including any reporting requirements.

#### **Ordinary Dividends**

Distributions, other than distributions that are treated as attributable to gain from sales or exchanges by us of U.S. real property interests, as discussed below, and other than distributions designated by us as capital gain dividends, will be treated as ordinary income to the extent that they are made out of our current or accumulated earnings and profits. A withholding tax equal to 30% of the gross amount of the distribution will ordinarily apply to distributions of this kind to non-U.S. shareholders, unless an applicable tax treaty reduces that tax. However, if income from the investment in the shares is (i) treated as effectively connected with the non-U.S. shareholder's conduct of a U.S. trade or business or is (ii) attributable to a permanent establishment that the non-U.S. shareholder maintains in the United States if that is required by an applicable income tax treaty as a condition for subjecting the non-U.S. shareholder to U.S. taxation on a net income basis, tax at graduated rates will generally apply to the non-U.S. shareholder in the same manner as U.S. shareholders are taxed with respect to dividends, and the 30% branch profits tax may also apply if the shareholder is a foreign corporation. We expect to withhold U.S. tax at the rate of 30% on the gross amount of any dividends, other than dividends treated as attributable to gain from sales or exchanges of U.S. real property interests and capital gain dividends, paid to a non-U.S. shareholder, unless (a) a lower treaty rate applies and the required form evidencing eligibility for that reduced rate is filed with us or the appropriate withholding agent or (b) the non-U.S. shareholder files an IRS Form W-8 ECI or a successor form with us or the appropriate withholding agent claiming that the distributions are effectively connected with the non-U.S. shareholder's conduct of a U.S. trade or business and in either case other applicable requirements were met.

Distributions to a non-U.S. shareholder that are designated by us at the time of distribution as capital gain dividends that are not attributable to, or treated as not attributable to, the disposition by us of a U.S. real property interest generally will not be subject to U.S. federal income taxation, except as described below.

If a non-U.S. shareholder receives an allocation of "excess inclusion income" with respect to a REMIC residual interest or an interest in a TMP owned by us, the non-U.S. shareholder will be subject to U.S. federal income tax withholding at the maximum rate of 30% with respect to such allocation, without reduction pursuant to any otherwise applicable income tax treaty.

#### **Return of Capital**

Distributions in excess of our current and accumulated earnings and profits that are not treated as attributable to the gain from our disposition of a U.S. real property interest, will not be taxable to a non-U.S. shareholder to the extent that they

do not exceed the adjusted basis of the non-U.S. shareholder's shares. Distributions of this kind will instead reduce the adjusted basis of the shares. To the extent that distributions of this kind exceed the adjusted basis of a non-U.S. shareholder's shares, they will give rise to tax liability if the non-U.S. shareholder otherwise would have to pay tax on any gain from the sale or disposition of its shares, as described below. If it cannot be determined at the time a distribution is made whether the distribution will be in excess of current and accumulated earnings and profits, withholding will apply to the distribution at the rate applicable to dividends. However, the non-U.S. shareholder may seek a refund of these amounts from the IRS if it is subsequently determined that the distribution was, in fact, in excess of our current accumulated earnings and profits.

Also, we could potentially be required to withhold at least 15% of any distribution in excess of our current and accumulated earnings and profits, even if the non-U.S. shareholder is not liable for U.S. tax on the receipt of that distribution. However, a non-U.S. shareholder may seek a refund of these amounts from the IRS if the non-U.S. shareholder's tax liability with respect to the distribution is less than the amount withheld. Such withholding should generally not be required if a non-U.S. shareholder would not be taxed under the FIRPTA, upon a sale or exchange of shares. See the discussion below under "-Sales of Shares."

#### ***Capital Gain Dividends***

Distributions that are attributable to gain from sales or exchanges by us of U.S. real property interests that are paid with respect to any class of stock that is regularly traded on an established securities market located in the United States and held by a non-U.S. shareholder who does not own more than 10% of such class of stock at any time during the one-year period ending on the date of distribution will be treated as a normal distribution by us, and such distributions will be taxed as described above in "-Ordinary Dividends."

Distributions that are not described in the preceding paragraph and are attributable to gain from sales or exchanges by us of U.S. real property interests will be taxed to a non-U.S. shareholder under the provisions of FIRPTA. Under this statute, these distributions are taxed to a non-U.S. shareholder as if the gain were effectively connected with a U.S. business. Thus, non-U.S. shareholders will be taxed on the distributions at the normal capital gain rates applicable to U.S. shareholders, subject to any applicable alternative minimum tax. We are required by applicable Treasury regulations under this statute to withhold 21% of any distribution that we could designate as a capital gain dividend. However, if we designate as a capital gain dividend a distribution made before the day we actually effect the designation, then, although the distribution may be taxable to a non-U.S. shareholder, withholding does not apply to the distribution under this statute. Rather, we must effectuate the 21% withholding from distributions made on and after the date of the designation, until the distributions so withheld equal the amount of the prior distribution designated as a capital gain dividend. The non-U.S. shareholder may credit the amount withheld against its U.S. tax liability.

#### ***Share Distributions***

We may make distributions to our shareholders that are paid in shares. These distributions will be intended to be treated as dividends for U.S. federal income tax purposes and, accordingly, will be treated in a manner consistent with the discussion above in "-Ordinary Dividends" and "Capital Gain Dividends." If we are required to withhold an amount in excess of any cash distributed along with the shares, we will retain and sell some of the shares that would otherwise be distributed in order to satisfy our withholding obligations.

#### ***Sales of Shares***

Gain recognized by a non-U.S. shareholder upon a sale or exchange of our shares generally will not be taxed under FIRPTA if we are a "domestically controlled REIT," defined generally as a REIT less than 50% in value of whose stock is and was held directly or indirectly by foreign persons at all times during a specified testing period (for this purpose, if any class of a REIT's stock is regularly traded on an established securities market in the United States, a person holding less than 5% of such class during the testing period is presumed not to be a foreign person, unless we have actual knowledge otherwise). We believe that we are a domestically controlled REIT, but because our common shares are publicly traded, there can be no assurance that we in fact will qualify as a domestically-controlled REIT. Assuming that we continue to be a domestically controlled REIT, taxation under FIRPTA generally will not apply to the sale of shares. However, gain to which the FIRPTA



rules do not apply still will be taxable to a non-U.S. shareholder if investment in the shares is treated as effectively connected with the non-U.S. shareholder's U.S. trade or business or is attributable to a permanent establishment that the non-U.S. shareholder maintains in the United States if that is required by an applicable income tax treaty as a condition for subjecting the non-U.S. shareholder to U.S. taxation on a net income basis. In this case, the same treatment will apply to the non-U.S. shareholder as to U.S. shareholders with respect to the gain. In addition, gain to which FIRPTA does not apply will be taxable to a non-U.S. shareholder if the non-U.S. shareholder is a nonresident alien individual who was present in the United States for 183 days or more during the taxable year and has a "tax home" in the United States, or maintains an office or a fixed place of business in the United States to which the gain is attributable. In this case, a 30% tax will apply to the nonresident alien individual's capital gains. A similar rule will apply to capital gain dividends to which FIRPTA does not apply.

If we do not qualify as a domestically controlled REIT, the tax consequences of a sale of shares by a non-U.S. shareholder will depend upon whether such shares are regularly traded on an established securities market and the amount of such shares that are held by the non-U.S. shareholder. Specifically, a non-U.S. shareholder that holds a class of shares that is traded on an established securities market will only be subject to FIRPTA in respect of a sale of such shares if the shareholder owned more than 10% of the shares of such class at any time during a specified period. A non-U.S. shareholder that holds a class of our shares that is not traded on an established securities market will only be subject to FIRPTA in respect of a sale of such shares if, on the date the shares were acquired by the shareholder, the shares had a fair market value greater than the fair market value on that date of 5% of the regularly traded class of our outstanding shares with the lowest fair market value. If a non-U.S. shareholder holds a class of our shares that is not regularly traded on an established securities market, and subsequently acquires additional interests of the same class, then all such interests must be aggregated and valued as of the date of the subsequent acquisition for purposes of the 5% test that is described in the preceding sentence. If tax under FIRPTA applies to the gain on the sale of shares, the same treatment would apply to the non-U.S. shareholder as to U.S. shareholders with respect to the gain, subject to any applicable alternative minimum tax. For purposes of determining the amount of shares owned by a shareholder, complex constructive ownership rules apply. You should consult your tax advisors regarding such rules in order to determine your ownership in the relevant period.

#### ***Qualified Shareholders and Qualified Foreign Pension Funds***

Stock of a REIT will not be treated as a U.S. real property interest subject to FIRPTA if the stock is held directly (or indirectly through one or more partnerships) by a "qualified shareholder" or "qualified foreign pension fund." Similarly, any distribution made to a "qualified shareholder" or "qualified foreign pension fund" with respect to REIT stock will not be treated as gain from the sale or exchange of a U.S. real property interest to the extent the stock of the REIT held by such qualified shareholder or qualified foreign pension fund is not treated as a U.S. real property interest.

A "qualified shareholder" generally means a foreign person which (i) (x) is eligible for certain income tax treaty benefits and the principal class of interests of which is listed and regularly traded on at least one recognized stock exchange or (y) a foreign limited partnership that has an agreement with the United States for the exchange of information with respect to taxes, has a class of limited partnership units that is regularly traded on the NYSE or the Nasdaq Stock Market, and such units' value is greater than 50% of the value of all the partnership's units; (ii) is a "qualified collective investment vehicle;" and (iii) maintains certain records with respect to certain of its owners. A "qualified collective investment vehicle" is a foreign person which (i) is entitled, under a comprehensive income tax treaty, to certain reduced withholding rates with respect to ordinary dividends paid by a REIT even if such person holds more than 10% of the stock of the REIT; (ii) (x) is a publicly traded partnership that is not treated as a corporation, (y) is a withholding foreign partnership for purposes of chapters 3, 4 and 61 of the Code, and (z) if the foreign partnership were a United States corporation, it would be a United States real property holding corporation, at any time during the five-year period ending on the date of disposition of, or distribution with respect to, such partnership's interest in a REIT; or (iii) is designated as a qualified collective investment vehicle by the Secretary of the Treasury and is either fiscally transparent within the meaning of Section 894 of the Code or is required to include dividends in its gross income, but is entitled to a deduction for distribution to a person holding interests (other than interests solely as a creditor) in such foreign person.

Notwithstanding the foregoing, if a foreign investor in a qualified shareholder directly or indirectly, whether or not by reason of such investor's ownership interest in the qualified shareholder, holds more than 10% of the stock of the REIT, then a portion of the REIT stock held by the qualified shareholder (based on the foreign investor's percentage ownership



of the qualified shareholder) will be treated as a U.S. real property interest in the hands of the qualified shareholder and will be subject to FIRPTA.

A "qualified foreign pension fund" is any trust, corporation, or other organization or arrangement (A) which is created or organized under the law of a country other than the United States, (B) which is established (i) by such country (or one or more political subdivisions thereof) to provide retirement or pension benefits to participants or beneficiaries that are current or former employees (including self-employed individuals) or persons designated by such employees, as a result of services rendered by such employees to their employers or (ii) by one or more employers to provide retirement or pension benefits to participants or beneficiaries that are current or former employees (including self-employed individuals) or persons designated by such employees in consideration for services rendered by such employees to such employers, (C) which does not have a single participant or beneficiary with a right to more than 5% of its assets or income, (D) which is subject to government regulation and with respect to which annual information about its beneficiaries is provided, or is otherwise available, to the relevant tax authorities in the country in which it is established or operates, and (E) with respect to which, under the laws of the country in which it is established or operates, (i) contributions to such organization or arrangement that would otherwise be subject to tax under such laws are deductible or excluded from the gross income of such entity or arrangement or taxed at a reduced rate, or (ii) taxation of any investment income of such organization or arrangement is deferred or such income is excluded from the gross income of such entity or arrangement or is taxed at a reduced rate.

#### **Federal Estate Taxes**

Shares held by a non-U.S. shareholder at the time of death will be included in the shareholder's gross estate for U.S. federal estate tax purposes unless an applicable estate tax treaty provides otherwise.

#### **Backup Withholding and Information Reporting**

Generally, information reporting will apply to payments of interest and dividends on our shares, and backup withholding described above for a U.S. shareholder will apply, unless the payee certifies that it is not a U.S. person or otherwise establishes an exemption.

The payment of the proceeds from the disposition of our shares to or through the U.S. office of a U.S. or foreign broker will be subject to information reporting and backup withholding as described above for U.S. shareholders unless the non-U.S. shareholder satisfies the requirements necessary to be an exempt non-U.S. shareholder or otherwise qualifies for an exemption. The proceeds of a disposition by a non-U.S. shareholder of our shares to or through a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, if the broker is a U.S. person, a controlled foreign corporation for U.S. federal income tax purposes, a foreign person 50% or more of whose gross income from all sources for specified periods is from activities that are effectively connected with a U.S. trade or business, a foreign partnership if partners who hold more than 50% of the interest in the partnership are U.S. persons, or a foreign partnership that is engaged in the conduct of a trade or business in the U.S., then information reporting generally will apply as though the payment was made through a U.S. office of a U.S. or foreign broker.

#### **Taxation of Holders of Our Warrants and Rights**

We do not currently have any warrants or rights outstanding, but if we were in the future, the follow treatment would apply to the holders of those warrants or rights.

**Warrants.** Holders of our warrants will not generally recognize gain or loss upon the exercise of a warrant. A holder's basis in the common shares, preferred shares, or depositary shares representing preferred shares, as the case may be, received upon the exercise of the warrant will be equal to the sum of the holder's adjusted tax basis in the warrant and the exercise price paid. A holder's holding period in the common shares, preferred shares, or depositary shares representing preferred shares, as the case may be, received upon the exercise of the warrant will not include the period during which the warrant was held by the holder. Upon the expiration of a warrant, the holder will recognize a capital loss in an amount equal to the holder's adjusted tax basis in the warrant. Upon the sale or exchange of a warrant to a person other than us, a holder will recognize gain or loss in an amount equal to the difference between the amount realized on the sale or exchange and the holder's adjusted tax basis in the warrant. Such gain or loss will be capital gain or loss and will be long-term capital gain.

or loss if the warrant was held for more than one year. Upon the sale of the warrant to us, the IRS may argue that the holder should recognize ordinary income on the sale. Prospective holders of our warrants should consult their own tax advisors as to the consequences of a sale of a warrant to us.

*Rights.* In the event of a rights offering, the tax consequences of the receipt, expiration, and exercise of the rights we issue will be addressed in detail in a prospectus supplement. Prospective holders of our rights should review the applicable prospectus supplement in connection with the ownership of any rights, and consult their own tax advisors as to the consequences of investing in the rights.

## **Dividend Reinvestment and Share Purchase Plan**

### ***General***

We offer shareholders and prospective shareholders the opportunity to participate in our Dividend Reinvestment and Share Purchase Plan, which is referred to herein as the "DRIP."

Although we do not currently offer any discount in connection with the DRIP, nor do we plan to offer such a discount at present, we reserve the right to offer in the future a discount on shares purchased, not to exceed 5%, with reinvested dividends or cash distributions and shares purchased through the optional cash investment feature. This discussion assumes that we do not offer a discount in connection with the DRIP. If we were to offer a discount in connection with the DRIP the tax considerations described below would materially differ. In the event that we offer a discount in connection with the DRIP, shareholders are urged to consult with their tax advisors regarding the tax treatment to them of receiving a discount.

### ***Amounts Treated as a Distribution***

Generally, a DRIP participant will be treated as having received a distribution with respect to our shares for U.S. federal income tax purposes in an amount determined as described below.

- A shareholder who participates in the dividend reinvestment feature of the DRIP and whose dividends are reinvested in our shares purchased from us will generally be treated for U.S. federal income tax purposes as having received the gross amount of any cash distributions which would have been paid by us to such a shareholder had they not elected to participate. The amount of the distribution deemed received will be reported on the Form 1099-DIV received by the shareholder.
- A shareholder who participates in the dividend reinvestment feature of the DRIP and whose dividends are reinvested in our shares purchased in the open market, will generally be treated for U.S. federal income tax purposes as having received (and will receive a Form 1099-DIV reporting) the gross amount of any cash distributions which would have been paid by us to such a shareholder had they not elected to participate (plus any brokerage fees and any other expenses deducted from the amount of the distribution reinvested) on the date the dividends are reinvested.

We will pay the annual maintenance cost for each shareholder's DRIP account. Consistent with the conclusion reached by the IRS in a private letter ruling issued to another REIT, we intend to take the position that the administrative costs do not constitute a distribution which is either taxable to a shareholder or which would reduce the shareholder's basis in their common shares. However, because the private letter ruling was not issued to us, we have no legal right to rely on its conclusions. Thus, it is possible that the IRS might view the shareholder's share of the administrative costs as constituting a taxable distribution to them and/or a distribution which reduces the basis in their shares. For this and other reasons, we may in the future take a different position with respect to these costs.

In the situations described above, a shareholder will be treated as receiving a distribution from us even though no cash distribution is actually received. These distributions will be taxable in the same manner as all other distributions paid by us, as described above under "-Taxation of U.S. Shareholders-Taxation of Taxable U.S. Shareholders," "-Taxation of U.S. Shareholders -Taxation of Tax-Exempt Shareholders," or "-Taxation of Non-U.S. Shareholders," as applicable.

***Basis and Holding Period in Shares Acquired Pursuant to the DRIP.*** The tax basis for our shares acquired by reinvesting cash distributions through the DRIP generally will equal the fair market value of our shares on the date of distribution (plus the amount of any brokerage fees paid by the shareholder). The holding period for our shares acquired by reinvesting cash distributions will begin on the day following the date of distribution.

The tax basis in our shares acquired through an optional cash investment generally will equal the cost paid by the participant in acquiring our shares, including any brokerage fees paid by the shareholder. The holding period for our shares purchased through the optional cash investment feature of the DRIP generally will begin on the day our shares are purchased for the participant's account.

***Withdrawal of Shares from the DRIP.*** When a participant withdraws stock from the DRIP and receives whole shares, the participant will not realize any taxable income. However, if the participant receives cash for a fractional share, the participant will be required to recognize gain or loss with respect to that fractional share.

***Effect of Withholding Requirements.*** Withholding requirements generally applicable to distributions from us will apply to all amounts treated as distributions pursuant to the DRIP. See "-Backup Withholding and Information Reporting" for discussion of the withholding requirements that apply to other distributions that we pay. All withholding amounts will be withheld from distributions before the distributions are reinvested under the DRIP. Therefore, if a U.S. shareholder is subject to withholding, distributions which would otherwise be available for reinvestment under the DRIP will be reduced by the withholding amount.

#### **Withholdable Payments to Foreign Financial Entities and Other Foreign Entities**

Pursuant to Sections 1471 through 1474 of the Code, commonly known as FATCA, a 30% FATCA withholding may be imposed on U.S.-source dividends paid to you or to certain foreign financial institutions, investment funds and other non-U.S. persons receiving payments on your behalf if you or such persons fail to comply with information reporting requirements. Payments of dividends that you receive in respect of our shares could be affected by this withholding if you are subject to the FATCA information reporting requirements and fail to comply with them or if you hold shares through a non-U.S. person (e.g., a foreign bank or broker) that fails to comply with these requirements (even if payments to you would not otherwise have been subject to FATCA withholding). An intergovernmental agreement between the United States and an applicable non-U.S. government may modify these rules. You should consult your tax advisors regarding the relevant U.S. law and other official guidance on FATCA withholding.

#### **Other Tax Consequences**

##### ***State and Local Taxes***

State or local taxation may apply to us and our shareholders in various state or local jurisdictions, including those in which we or they transact business or reside. The state and local tax treatment of us and our shareholders may not conform to the U.S. federal income tax consequences discussed above. Consequently, prospective shareholders should consult their tax advisors regarding the effect of state and local tax laws on an investment in us.

##### ***Legislative or Other Actions Affecting REITs***

The rules dealing with U.S. federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Treasury Department. We cannot assure you that a change in law, including the possibility of major tax legislation, possibly with retroactive application, will not significantly alter the tax considerations (including applicable tax rates) on REITs or their shareholders that we describe herein, which could adversely affect an investment in our shares. Taxpayers should consult with their tax advisors regarding the effect of any future legislation, on their particular circumstances.

## **Tax Consequences of Exercising the OP Unit Redemption Right**

If you are a holder of OP Units, other than a holder to which special provisions of the U.S. federal income tax laws apply, as enumerated above, and you exercise your redemption right under the JBG SMITH LP partnership agreement, we may elect to exercise our right to acquire some or all of such OP Units in exchange for cash or our common shares (rather than having JBG SMITH LP satisfy your redemption right. However, we are under no obligation to exercise this right. If we do elect to acquire your OP Units in exchange for cash or our common shares, the transaction will be treated as a fully taxable sale of your OP Units to us. Your amount realized, taxable gain and the tax consequences of that gain are described under "- Disposition of OP Units" below. If we do not elect to acquire some or all of your OP Units in exchange for our common shares, JBG SMITH LP is required to redeem those OP Units for cash. Your amount realized, taxable gain and the tax consequences of that gain are described under "- Redemption of OP Units" below. In addition, you will need to take into account the state and local tax consequences that would apply to you on exercise of your redemption right.

### ***Redemption of OP Units***

If JBG SMITH LP redeems OP Units for cash contributed by us in order to effect the redemption, the redemption likely will be treated as a sale of the OP Units to us in a fully taxable transaction, with your taxable gain and the tax consequences of that gain determined as described under "- Disposition of OP Units" below.

If your OP Units are redeemed for cash that is not contributed by us to effect the redemption, your tax treatment will depend upon whether or not the redemption results in a disposition of all of your OP Units. If all of your OP Units are redeemed, your taxable gain and the tax consequences of that gain will be determined as described under "- Disposition of OP Units" below. However, if less than all of your OP Units are redeemed, you will recognize taxable gain only if and to the extent that your amount realized, calculated as described below, on the redemption exceeds your adjusted tax basis in all of your OP Units immediately before the redemption (rather than just your adjusted tax basis in the OP Units redeemed), and you will not be allowed to recognize loss on the redemption.

### ***Disposition of OP Units***

If you sell, exchange or otherwise dispose of OP Units (including through the exercise of the OP Unit redemption right where the disposition is treated as a sale, as discussed above in "-Redemption of OP Units"), gain or loss from the disposition will be based on the difference between the amount realized on the disposition and the adjusted tax basis of the OP Units. The amount realized on the disposition of OP Units generally will equal the sum of: any cash received, the fair market value of any other property received (including the fair market value of any of our common shares received pursuant to the redemption) received, and the amount of liabilities of JBG SMITH LP allocated to the OP Units.

You will recognize gain on the disposition of OP Units to the extent that this amount realized exceeds your adjusted tax basis in the OP Units. Because the amount realized includes any amount attributable to the relief from liabilities of JBG SMITH LP attributable to the OP Units, you could have taxable income, or perhaps even a tax liability, in excess of the amount of cash and value of the property received upon the disposition of the OP Units.

Generally, gain recognized on the disposition of OP Units will be capital gain. However, any portion of your amount realized that is attributable to "unrealized receivables" of JBG SMITH LP (as defined in Section 751 of the Code) will give rise to ordinary income. The amount of ordinary income recognized would be equal to the amount by which your share of "unrealized receivables" of JBG SMITH LP exceeds the portion of your adjusted tax basis that is attributable to those assets. Unrealized receivables include, to the extent not previously included in JBG SMITH LP's income, your allocable share of any rights held by JBG SMITH LP to payment for services rendered or to be rendered. Unrealized receivables also include amounts that would be subject to recapture as ordinary income if JBG SMITH LP were to sell its assets at their fair market value at the time of the sale of OP Units. In addition, a portion of the capital gain recognized on a sale or other disposition of OP Units may be subject to tax at a maximum rate of 25% to the extent attributable to accumulated depreciation on our "section 1250 property," or depreciable real property.

If you are considering disposing of your OP Units (including through exercise of your redemption right), you should consult with your personal tax advisor regarding the tax consequences to you of the disposition in light of your particular

circumstances, particularly if any of your OP Units were converted from LTIP Units. If you are a holder of OP Units and you exercise your redemption right under the JBG SMITH LP partnership agreement, you will be required to reimburse the JBG SMITH LP for certain quarterly nonresident partner state income tax payments made on your behalf.

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not Applicable.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required by Item 10 is incorporated herein by reference from our definitive Proxy Statement to be filed pursuant to Regulation 14A of the Exchange Act for our 2024 Annual Meeting of Shareholders to be held on April 25, 2024 (the "2024 Proxy Statement"). The 2024 Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2023.

**ITEM 11. EXECUTIVE COMPENSATION**

The information required by Item 11 is incorporated herein by reference from our 2024 Proxy Statement. The 2024 Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2023.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by Item 12 is incorporated herein by reference from our 2024 Proxy Statement. The 2024 Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2023.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by Item 13 is incorporated herein by reference from our 2024 Proxy Statement. The 2024 Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2023.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by Item 14 is incorporated herein by reference from our 2024 Proxy Statement. The 2024 Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2023.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) The following consolidated information is included in this Form 10-K:

**(1) Consolidated Financial Statements**

[Report of Independent Registered Public Accounting Firm](#)

[Consolidated Balance Sheets as of December 31, 2023 and 2022](#)

[Consolidated Statements of Operations for the years ended December 31, 2023, 2022 and 2021](#)

[Consolidated Statements of Comprehensive Income \(Loss\) for the years ended December 31, 2023, 2022 and 2021](#)

[Consolidated Statements of Equity for the years ended December 31, 2023, 2022 and 2021](#)

[Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022 and 2021](#)

[Notes to Consolidated Financial Statements](#)

These consolidated financial statements are set forth in Item 8 of this report and are hereby incorporated by reference.

**(2) Financial Statement Schedules**

[Schedule III - Real Estate Investments and Accumulated Depreciation](#)

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Schedules other than the one listed above are omitted because they are not applicable or the information required is included in the consolidated financial statements or the notes thereto.

**SCHEDULE III**  
**JBG SMITH PROPERTIES**  
**REAL ESTATE AND ACCUMULATED DEPRECIATION**  
**December 31, 2023**  
**(Dollars in thousands)**

		Costs									
		Capitalized			Gross Amounts at Which Carried				Accumulated		
		Initial Cost to Company		Subsequent	at Close of Period			Depreciation			
		Land and	Buildings and	to	Land and	Buildings and		and	Date of	Date	
Description	Encumbrances <sup>(1)</sup>	Improvements	Improvements	Acquisition <sup>(2)</sup>	Improvements <sup>(3)</sup>	Improvements	Total	Amortization	Construction <sup>(4)</sup>	Acquired	
Multifamily Operating Assets											
Fort Totten Square	\$ —	\$ 24,390	\$ 90,404	\$ 2,009	\$ 24,424	\$ 92,379	\$ 116,803	\$ 23,985	2015	2017	
WestEnd25	97,500	67,049	5,039	115,308	69,177	118,219	187,396	44,004	2009	2007	
FIRST Residences	77,512	31,064	133,256	1,034	31,069	134,285	165,354	20,740	2017	2019	
1221 Van Street	87,253	27,386	63,775	27,952	28,263	90,850	119,113	24,748	2018	2017	
North End Retail <sup>(5)</sup>	—	5,847	9,333	( 109 )	5,871	9,200	15,071	1,987	2015	2017	
RiverHouse Apartments	307,710	118,421	125,078	101,369	139,341	205,527	344,868	100,055	1960	2007	
The Bartlett	217,453	41,687	—	228,710	41,993	228,404	270,397	46,040	2016	2007	
220 20th Street	80,240	8,434	19,340	103,748	9,030	122,492	131,522	49,363	2009	2017	
West Half	—	45,668	17,902	164,575	49,079	179,066	228,145	43,091	2019	2017	
The Wren	110,045	14,306	—	140,978	17,767	137,517	155,284	23,580	2020	2017	
900 W Street	—	21,685	5,162	39,214	22,182	43,879	66,061	8,323	2020	2017	
901 W Street	—	25,992	8,790	65,715	26,905	73,592	100,497	13,478	2020	2017	
The Batley	—	44,315	158,408	403	44,412	158,714	203,126	12,175	2019	2021	
2221 S. Clark-Residential	—	6,185	16,981	37,084	6,540	53,710	60,250	16,563	1964	2002	
8001 Woodmont Ave	101,720	28,621	180,775	( 3,714 )	28,641	177,041	205,682	7,596	2021	2022	
Atlantic Plumbing	—	50,287	105,483	567	50,307	106,030	156,337	6,528	2016	2022	
Commercial Operating Assets											
2101 L Street	120,307	32,815	51,642	16,727	29,834	71,350	101,184	1,315	1975	2003	
2121 Crystal Drive	—	21,503	87,329	62,516	24,613	146,735	171,348	64,534	1985	2002	
2345 Crystal Drive	—	23,126	93,918	62,152	24,260	154,936	179,196	82,224	1988	2002	
2231 Crystal Drive	—	20,611	83,705	32,476	21,969	114,823	136,792	63,041	1987	2002	
1550 Crystal Drive	—	22,182	70,525	185,485	42,560	235,632	278,192	68,700	1980, 2020	2002	
2011 Crystal Drive	—	18,940	76,921	55,542	19,897	131,506	151,403	67,615	1984	2002	
2451 Crystal Drive	—	11,669	68,047	53,057	12,573	120,200	132,773	59,539	1990	2002	
1235 S. Clark Street	76,537	15,826	56,090	36,146	16,733	91,329	108,062	52,722	1981	2002	
241 18th Street S.	—	13,867	54,169	64,746	24,076	108,706	132,782	57,420	1977	2002	
251 18th Street S.	34,152	12,305	49,360	60,206	15,572	106,299	121,871	58,313	1975	2002	
1215 S. Clark Street	105,000	13,636	48,380	55,905	14,401	103,520	117,921	55,243	1983	2002	
201 12th Street S.	32,728	8,432	52,750	31,264	9,106	83,340	92,446	47,072	1987	2002	
800 North Glebe Road	—	28,168	140,983	1,865	28,168	142,848	171,016	34,589	2012	2017	
2200 Crystal Drive	—	10,136	30,050	( 23,390 )	3,680	13,116	16,796	281	1968	2002	
1225 S. Clark Street	85,000	11,176	43,495	38,712	11,810	81,573	93,383	40,465	1982	2002	
1901 South Bell Street	—	11,669	36,918	19,034	12,325	55,296	67,621	32,242	1968	2002	
2100 Crystal Drive	—	7,957	23,590	( 11,148 )	4,650	15,749	20,399	6,873	1968	2002	
1800 South Bell Street <sup>(6)</sup>	—	9,072	28,702	9,989	9,299	38,464	47,763	36,978	1969	2002	
200 12th Street S.	16,439	8,016	30,552	21,349	8,473	51,444	59,917	32,323	1985	2002	
Crystal City Shops at 2100	—	4,059	9,309	( 5,992 )	2,940	4,436	7,376	1,870	1968	2002	
Crystal Drive Retail	—	5,241	20,465	( 1,230 )	5,375	19,101	24,476	11,786	2003	2004	
One Democracy Plaza	—	—	33,628	( 27,590 )	71	5,967	6,038	2,219	1987	2002	
1770 Crystal Drive	—	10,771	44,276	72,722	14,385	113,384	127,769	13,965	1980, 2020	2002	
Ground Leases and Other											
1700 M Street	—	34,178	46,938	( 26,130 )	54,986	—	54,986	—		2002, 2006	
1831/1861 Wiehle Avenue	—	39,529	—	3,677	43,206	—	43,206	—		2017	
Under-Construction Assets											
1900 Crystal Drive <sup>(7)</sup>	187,358	16,811	53,187	335,465	7,989	397,474	405,463	136	2023	2002	
2000/2001 South Bell Street	61,271	7,300	8,805	194,793	—	210,898	210,898	—		2002	
Development Pipeline	—	144,471	15,189	90,356	136,785	113,231	250,016	25			
Corporate											
Corporate	782,000	—	—	18,163	—	18,163	18,163	4,657		2017	
	\$ 2,580,225	\$ 1,124,803	\$ 2,298,649	\$ 2,451,710	\$ 1,194,737	\$ 4,680,425	\$5,875,162	\$ 1,338,403			



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Note: Depreciation of the buildings and improvements is calculated over lives ranging from the life of the lease to 40 years. The net basis of our assets and liabilities for tax reporting purposes is approximately \$ 422.1 million higher than the amounts reported in our consolidated balance sheet as of December 31, 2023.

- (1) Represents the contractual debt obligations.
- (2) Includes asset impairments recognized, amounts written off in connection with redevelopment activities and partial sale of assets.
- (3) Land associated with buildings under construction was included in construction in progress which is reflected in the Building and Improvements column.
- (4) Date of original construction, many assets have had substantial renovation or additional construction. See "Costs Capitalized Subsequent to Acquisition" column.
- (5) In January 2024, we sold North End Retail for a gross sales price of \$ 14.3 million.
- (6) In the first quarter of 2024, 1800 South Bell Street was taken out of service.
- (7) In December 2023, a portion of 1900 Crystal Drive was placed into service.

The following is a reconciliation of real estate and accumulated depreciation:

	Year Ended December 31,		
	2023	2022	2021
<b>Real Estate: <sup>(1)</sup></b>			
Balance at beginning of the year	\$ 6,158,082	\$ 6,310,361	\$ 6,074,516
Acquisitions	—	365,166	202,565
Additions	347,757	352,034	165,930
Assets sold or written-off	( 444,480 )	( 869,479 )	( 92,332 )
Real estate impaired <sup>(2)</sup>	( 186,197 )	—	( 40,318 )
Balance at end of the year	<u>\$ 5,875,162</u>	<u>\$ 6,158,082</u>	<u>\$ 6,310,361</u>
<b>Accumulated Depreciation:</b>			
Balance at beginning of the year	\$ 1,335,000	\$ 1,368,012	\$ 1,232,699
Depreciation expense	187,988	184,678	201,649
Accumulated depreciation on assets sold or written-off	( 88,614 )	( 217,690 )	( 51,162 )
Accumulated depreciation on real estate impaired <sup>(2)</sup>	( 95,971 )	—	( 15,174 )
Balance at end of the year	<u>\$ 1,338,403</u>	<u>\$ 1,335,000</u>	<u>\$ 1,368,012</u>

- (1) Includes assets held for sale.
- (2) In 2023, we determined that 2101 L Street, 2100 Crystal Drive, 2200 Crystal Drive and a development parcel were impaired and recorded an impairment loss totaling \$ 90.2 million. In 2021, we determined that 7200 Wisconsin Avenue, RTC-West and a development parcel were impaired and recorded an impairment loss totaling \$ 25.1 million. See Note 19 to the consolidated financial statements for additional information.

**(3) Exhibit Index**

<b>Exhibits</b>	<b>Description</b>
2.1	<a href="#"><u>Master Transaction Agreement, dated as of October 31, 2016, by and among Vornado Realty Trust, Vornado Realty L.P., JBG Properties, Inc., JBG/Operating Partners, L.P., certain affiliates of JBG Properties Inc. and JBG/Operating Partners set forth on Schedule A thereto, JBG SMITH Properties and JBG SMITH Properties LP (incorporated by reference to Exhibit 2.1 to our Registration Statement on Form 10, filed on June 12, 2017).</u></a>
2.2	<a href="#"><u>Amendment to Master Transaction Agreement, dated as of July 17, 2017, by and among Vornado Realty Trust, Vornado Realty L.P., JBG Properties, Inc., JBG/Operating Partners, L.P., certain affiliates of JBG Properties Inc. and JBG/Operating Partners set forth on Schedule A thereto, JBG SMITH Properties and JBG SMITH Properties LP (incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
2.3	<a href="#"><u>Separation and Distribution Agreement, dated as of July 17, 2017, by and among Vornado Realty Trust, Vornado Realty L.P., JBG SMITH Properties and JBG SMITH Properties LP (incorporated by reference to Exhibit 2.2 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
3.1	<a href="#"><u>Declaration of Trust of JBG SMITH Properties, as amended and restated (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
3.2	<a href="#"><u>Articles Supplementary to Declaration of Trust of JBG SMITH Properties (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on March 6, 2018).</u></a>
3.3	<a href="#"><u>Articles of Amendment to Declaration of Trust of JBG SMITH Properties (incorporated by reference to Exhibit 3.1 to our current report on Form 8-K, filed on May 3, 2018).</u></a>
3.4	<a href="#"><u>Second Amended and Restated Bylaws of JBG SMITH Properties, effective August 3, 2023 (incorporated by reference to Exhibit 3.4 in our Quarterly Report on Form 10-Q, filed on August 8, 2023).</u></a>
4.1**	<a href="#"><u>Description of Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, as amended.</u></a>
10.1	<a href="#"><u>Second Amended and Restated Limited Partnership Agreement of JBG SMITH Properties LP, dated as of December 17, 2020 (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on December 17, 2020).</u></a>
10.2	<a href="#"><u>Amendment No. 1 to Second Amended and Restated Limited Partnership Agreement of JBG SMITH Properties LP, dated as of April 29, 2021 (incorporated by reference to Exhibit 10.2 to our Registration Statement on Form S-3, filed on June 30, 2021).</u></a>
10.3	<a href="#"><u>Tax Matters Agreement, dated as of July 17, 2017, by and between Vornado Realty Trust and JBG SMITH Properties (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
10.4	<a href="#"><u>Employee Matters Agreement, dated as of July 17, 2017, by and between Vornado Realty Trust, Vornado Realty L.P., JBG SMITH Properties and JBG SMITH Properties LP (incorporated by reference to Exhibit 10.2 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
10.5	<a href="#"><u>Transition Services Agreement, dated as of July 17, 2017, by and between Vornado Realty Trust and JBG SMITH Properties (incorporated by reference to Exhibit 10.3 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>

Exhibits	Description
10.6	<a href="#"><u>Credit Agreement, dated as of January 14, 2022 by and among JBG SMITH Properties LP, as Borrower, the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Administrative Agent (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on January 14, 2022).</u></a>
10.7	<a href="#"><u>First Amendment to Credit Agreement, dated as of July 29, 2022, by and among JBG SMITH Properties LP, as Borrower, the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Administrative Agent (incorporated by reference to Exhibit 10.3 to our Quarterly Report on Form 10-Q, filed on August 2, 2022).</u></a>
10.8	<a href="#"><u>Second Amendment to Credit Agreement, dated as of July 24, 2023, by and among JBG SMITH Properties LP, as Borrower, the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Administrative Agent (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on July 28, 2023).</u></a>
10.9	<a href="#"><u>Credit Agreement, dated as of July 29, 2022, by and among JBG SMITH Properties LP, as Borrower, the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Administrative Agent (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q, filed on August 2, 2022).</u></a>
10.10	<a href="#"><u>First Amendment to Credit Agreement, dated as of July 24, 2023, by and among JBG SMITH Properties LP, as Borrower, the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Administrative Agent (incorporated by reference to Exhibit 10.2 to our Current Report on Form - K, filed on July 28, 2023).</u></a>
10.11	<a href="#"><u>Amended and Restated Credit Agreement, dated as of June 29, 2023, by and among JBG SMITH Properties LP, as Borrower, the financial institutions party thereto as lenders, and Bank of America, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on June 29, 2023).</u></a>
10.12†	<a href="#"><u>Form of JBG SMITH Properties Unit Issuance Agreement (incorporated by reference to Exhibit 10.7 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
10.13†	<a href="#"><u>JBG SMITH Properties Non-Employee Trustee Unit Issuance Agreement, dated July 18, 2017, by and among, JBG SMITH Properties, JBG SMITH Properties LP, Michael J. Glosserman and Glosserman Family JBG Operating, L.L.C. (incorporated by reference to Exhibit 10.8 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
10.14†	<a href="#"><u>Separation Agreement, dated as of July 31, 2020, by and between JBG SMITH Properties and Robert A. Stewart (incorporated by reference to Exhibit 10.1 to our Current Report on Form 10-Q, filed on November 3, 2020).</u></a>
10.15†	<a href="#"><u>Form of Indemnification Agreement between JBG SMITH Properties and each of its trustees and executive officers (incorporated by reference to Exhibit 10.12 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>
10.16†	<a href="#"><u>JBG SMITH Properties 2017 Employee Share Purchase Plan (incorporated by reference to Exhibit 10.9 to our Current Report on Form 8-K, filed on July 21, 2017).</u></a>

Exhibits	Description
10.17†	<a href="#">Amendment No. 1 to the JBG SMITH Properties 2017 Employee Share Purchase Plan, effective January 1, 2018 (incorporated by reference to Exhibit 10.20 to our Annual Report on Form 10-K, filed on March 12, 2018).</a>
10.18†	<a href="#">JBG SMITH Properties 2017 Omnibus Share Plan (incorporated by reference to Exhibit 10.10 to our Current Report on Form 8-K, filed on July 21, 2017).</a>
10.19†	<a href="#">Form of JBG SMITH Properties Formation Unit Agreement (incorporated by reference to Exhibit 10.18 to our Registration Statement on Form 10, filed on June 12, 2017).</a>
10.20†	<a href="#">Form of JBG SMITH Properties Formation Unit Agreement for Non-Employee Trustees (incorporated by reference to Exhibit 10.19 to our Registration Statement on Form 10, filed on June 12, 2017).</a>
10.21†	<a href="#">Form of JBG SMITH Properties Restricted LTIP Unit Agreement (incorporated by reference to Exhibit 10.20 to our Registration Statement on Form 10, filed on June 12, 2017).</a>
10.22†	<a href="#">Form of JBG SMITH Properties Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.21 to our Registration Statement on Form 10, filed on June 12, 2017).</a>
10.23†	<a href="#">Form of Second Amended and Restated 2017 JBG SMITH Properties Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.1 to our Current Report on Form 10-Q, filed on August 4, 2020).</a>
10.24†	<a href="#">Form of 2018 Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.26 to our Annual Report on Form 10-K, filed on March 12, 2018).</a>
10.25†	<a href="#">Form of July 2021 Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.3 to our Current Report on Form 10-Q, filed on August 3, 2021).</a>
10.26†	<a href="#">Amended Form of July 2021 Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.2 to our Current Report on Form 10-Q, filed on November 2, 2021).</a>
10.27†	<a href="#">Form of JBG SMITH Properties Non-Employee Trustee Restricted LTIP Unit Agreement (incorporated by reference to Exhibit 10.22 to our Registration Statement on Form 10, filed on June 21, 2017).</a>
10.28†	<a href="#">Form of JBG SMITH Properties Non-Employee Trustee Restricted Stock Agreement (incorporated by reference to Exhibit 10.23 to our Registration Statement on Form 10, filed on June 21, 2017).</a>
10.29†	<a href="#">Form of JBG SMITH Properties Non-Employee Trustee Unit Issuance Agreement (incorporated by reference to Exhibit 10.24 to our Registration Statement on Form 10, filed on June 21, 2017).</a>
10.30	<a href="#">Side Letter to Tax Matters Agreement, dated as of August 13, 2018, by and between Vornado Realty Trust and JBG SMITH Properties (incorporated by reference to Exhibit 10.1 to our Current Report on Form 10-Q filed on November 7, 2018).</a>
10.31†	<a href="#">Amendment No. 1 to the JBG SMITH Properties 2017 Omnibus Share Plan, effective February 18, 2020 (incorporated by reference to Exhibit 10.30 to our Annual Report on Form 10-K, filed on March 5, 2020).</a>
10.32†	<a href="#">Amendment No. 2 to the JBG SMITH Properties 2017 Employee Share Purchase Plan, effective May 1, 2019 (incorporated by reference to Exhibit 10.31 to our Annual Report on Form 10-K, filed on March 5, 2020).</a>

Exhibits	Description
10.33†	<a href="#">Amendment No. 3 to the 2017 Employee Share Purchase Plan, effective July 20, 2020 (incorporated by reference to Exhibit 10.2 to our Current Report on Form 10-Q, filed on November 3, 2020).</a>
10.34†**	<a href="#">Amendment No. 4 to the 2017 Employee Share Purchase Plan, effective October 30, 2023.</a>
10.35†	<a href="#">Form of 2020 JBG SMITH Properties Restricted LTIP Unit Agreement (incorporated by reference to Exhibit 10.32 to our Annual Report on Form 10-K, filed on March 5, 2020).</a>
10.36†	<a href="#">Form of 2020 JBG SMITH Properties Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.33 to our Annual Report on Form 10-K, filed on March 5, 2020).</a>
10.37†	<a href="#">Form of Amended and Restated 2018 Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.30 to our Annual Report on Form 10-K, filed on March 5, 2020).</a>
10.38†	<a href="#">Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and W. Matthew Kelly (incorporated by reference to Exhibit 10.32 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.39†	<a href="#">Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Kevin P. Reynolds (incorporated by reference to Exhibit 10.34 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.40†	<a href="#">Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Madhumita Moina Banerjee (incorporated by reference to Exhibit 10.35 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.41†	<a href="#">Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Steven A. Museles (incorporated by reference to Exhibit 10.37 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.42†	<a href="#">Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and George Xanders (incorporated by reference to Exhibit 10.38 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.43†	<a href="#">Amendment No. 2 to the JBG SMITH Properties 2017 Omnibus Share Plan, effective December 1, 2020 (incorporated by reference to Exhibit 10.39 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.44†	<a href="#">Amendment No. 3 to the JBG SMITH Properties 2017 Omnibus Share Plan (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on April 30, 2021).</a>
10.45†	<a href="#">Form of JBG SMITH Properties Restricted Share Unit Award Agreement for Employees (incorporated by reference to Exhibit 10.40 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.46†	<a href="#">Form of JBG SMITH Properties Restricted Share Unit Award Agreement for Consultants (incorporated by reference to Exhibit 10.41 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.47†	<a href="#">Form of July 2021 Restricted LTIP Unit Agreement (incorporated by reference to Exhibit 10.5 to our Current Report on Form 10-Q, filed on August 3, 2021).</a>

Exhibits	Description
10.48†	<a href="#">Form of July 2021 Restricted LTIP Unit Agreement (Special Termination &amp; Vesting Provisions) (incorporated by reference to Exhibit 10.6 to our Current Report on Form 10-Q, filed on August 3, 2021).</a>
10.49†	<a href="#">Form of JBG SMITH Properties Performance Share Unit Award Agreement (incorporated by reference to Exhibit 10.42 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.50†	<a href="#">Form of 2021 JBG SMITH Properties Performance LTIP Unit Agreement (incorporated by reference to Exhibit 10.43 to our Annual Report on Form 10-K, filed on February 23, 2021).</a>
10.51†	<a href="#">Form of AO LTIP Unit Agreement (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K, filed on January 5, 2022).</a>
10.52†**	<a href="#">Form of 2024 AO LTIP Unit Agreement.</a>
10.53†**	<a href="#">Form of Agreement Equity Award in Lieu of Annual Cash Bonus.</a>
10.54†**	<a href="#">First Amendment to Second Amended and Restated Employment Agreement, dated as of February 14, 2024, by and between JBG SMITH Properties and Kevin P. Reynolds.</a>
10.55†**	<a href="#">Employment Agreement, dated as of February 14, 2024, by and between JBG SMITH Properties and Evan Regan-Levine.</a>
10.56†**	<a href="#">Employment Agreement, dated as of February 14, 2024, by and between JBG SMITH Properties and David Ritchey.</a>
10.57†**	<a href="#">First Amendment to Amended and Restated Employment Agreement, dated as of February 14, 2024, by and between JBG SMITH Properties and Madhumita Moina Banerjee.</a>
10.58†**	<a href="#">First Amendment to Amended and Restated Employment Agreement, dated as of February 14, 2024, by and between JBG SMITH Properties and Steven A. Museles.</a>
10.59†**	<a href="#">First Amendment to Employment Agreement, dated as of February 14, 2024, by and between JBG SMITH Properties and George Xanders.</a>
21.1**	<a href="#">List of Subsidiaries of the Registrant.</a>
23.1**	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>
31.1**	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended and Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2**	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended and Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1**	<a href="#">Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended and 18 U.S.C 1350, as created by Section 906 of the Sarbanes- Oxley Act of 2002.</a>
97.1†**	<a href="#">JBG SMITH Properties Incentive Compensation Recovery Policy.</a>
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

Exhibits	Description
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Extension Calculation Linkbase
101.LAB	Inline XBRL Extension Labels Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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\*\* Filed herewith.

† Denotes a management contract or compensatory plan, contract or arrangement.

**ITEM 16. FORM 10-K SUMMARY**

None.



**SIGNATURES**

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

**JBG SMITH Properties**

Date: February 20, 2024

/s/ M. Moina Banerjee  
M. Moina Banerjee  
Chief Financial Officer  
(Principal Financial Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

<u>NAME</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ Robert A. Stewart</u> Robert Stewart	Chairman of the Board	February 20, 2024
<u>/s/ W. Matthew Kelly</u> W. Matthew Kelly	Chief Executive Officer and Trustee (Principal Executive Officer)	February 20, 2024
<u>/s/ M. Moina Banerjee</u> M. Moina Banerjee	Chief Financial Officer (Principal Financial Officer)	February 20, 2024
<u>/s/ Angela Valdes</u> Angela Valdes	Chief Accounting Officer (Principal Accounting Officer)	February 20, 2024
<u>/s/ Phyllis R. Caldwell</u> Phyllis R. Caldwell	Trustee	February 20, 2024
<u>/s/ Scott A. Estes</u> Scott A. Estes	Trustee	February 21, 2023
<u>/s/ Alan S. Forman</u> Alan S. Forman	Trustee	February 20, 2024
<u>/s/ Michael J. Glosserman</u> Michael J. Glosserman	Trustee	February 20, 2024
<u>/s/ Alisa M. Mall</u> Alisa M. Mall	Trustee	February 20, 2024
<u>/s/ Carol A. Melton</u> Carol A. Melton	Trustee	February 20, 2024
<u>/s/ William J. Mulrow</u> William J. Mulrow	Trustee	February 20, 2024
<u>/s/ D. Ellen Shuman</u> D. Ellen Shuman	Trustee	February 20, 2024

**DESCRIPTION OF THE REGISTRANT'S SECURITIES**  
**REGISTERED PURSUANT TO SECTION 12 OF THE**  
**SECURITIES EXCHANGE ACT OF 1934**

The following description sets forth certain material terms and provisions of our common shares, par value \$0.01 per share, which is our only security registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and also summarizes relevant provisions of the Maryland General Corporation Law ("MGCL") and certain provisions of our Articles of Amendment and Restatement of the Declaration of Trust (the "declaration of trust") and our Second Amended and Restated Bylaws (the "bylaws"). The following description does not purport to be complete and is subject to and qualified in its entirety by reference to applicable Maryland law and to our declaration of trust and bylaws, each of which are incorporated by reference as exhibits to the Annual Report on Form 10-K of which this Exhibit 4.1 is a part. We encourage you to read our declaration of trust, our bylaws and the applicable provisions of Maryland law for additional information.

**General**

Our authorized shares of beneficial interest consist of 500,000,000 common shares, par value \$0.01 per share, and 200,000,000 preferred shares, par value \$0.01 per share. Our declaration of trust, as permitted by Maryland law, authorizes our board of trustees, with the approval of a majority of the entire board and without any action on the part of our shareholders, to amend our declaration of trust to increase or decrease the aggregate number of shares that we are authorized to issue or the number of authorized shares of any class or series. The authorized common shares and undesignated preferred shares are generally available for future issuance without further action by our shareholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded.

Maryland's statutory law governing real estate investment trusts (or "REITs") formed under Maryland law and our declaration of trust provide that none of our shareholders will be personally liable by reason of such shareholder's status as a shareholder for any of our obligations.

**Dividend, Voting and Other Rights of Holders of Common Shares**

The holders of common shares are entitled to receive dividends when, if and as authorized by the board of trustees and declared by us out of assets legally available to pay dividends, if receipt of the dividends complies with the provisions in the declaration of trust restricting the ownership and transfer of our shares and the preferential rights of any other class or series of our shares.

Subject to the provisions of our declaration of trust regarding the restrictions on ownership and transfer of our common shares and except as may otherwise be specified in the terms of any class or series of shares of beneficial interest, the holders of common shares are entitled to one vote for each share on all matters on which shareholders are entitled to vote, including elections of trustees. There is no cumulative voting in the election of trustees, which means that the holders of a majority of the outstanding common shares can elect all of the trustees then standing for election. Generally, the holders of common shares do not have any conversion, sinking fund, redemption, appraisal or preemptive rights to subscribe to any securities. If we are dissolved, liquidated or wound up, holders of common shares will be entitled to share proportionally in any assets remaining after satisfying (i) the prior rights of creditors, including holders of our indebtedness, and (ii) the aggregate liquidation preference of any preferred shares then outstanding.

Subject to the provisions of our declaration of trust regarding the restrictions on ownership and transfer of our common shares, common shares have equal dividend, distribution, liquidation and other rights and have no preference or exchange rights. The rights, preferences and privileges of the holders of common shares are subject to,

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and may be adversely affected by, the rights of the holders of shares of any class or series of preferred shares that we may designate and issue in the future.

#### **Preferred Shares and Share Reclassification**

Under the terms of our declaration of trust, our board of trustees may classify any unissued preferred shares, and reclassify any unissued common shares or any previously classified but unissued preferred shares into other classes or series of shares, including one or more classes or series of shares that have priority over our common shares with respect to distributions or upon liquidation, and we are authorized to issue the newly classified shares. Prior to the issuance of shares of each class or series, the board of trustees is required by the Maryland statute governing real estate investment trusts formed under the laws of that state, which we refer to as the Maryland REIT Law, and our declaration of trust to set, subject to the provisions of our declaration of trust regarding the restrictions on ownership and transfer of our shares, the preferences, conversion or other rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption for each such class or series. These actions may be taken without shareholder approval, unless shareholder approval is required by applicable law, the terms of any other class or series of our shares or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded. As of the date hereof, no preferred shares are outstanding. Any preferred shares issued will be subject to ownership and transfer restrictions that are similar to the restrictions applicable to common shares (including a prohibition on owning more than 7.5% of the outstanding preferred shares of any class or series).

#### **Power to Increase Authorized Shares and Issue Additional Common and Preferred Shares**

We believe that the power of our board of trustees, without shareholder approval, to amend our declaration of trust to increase or decrease the aggregate number of authorized shares or the number of shares in any class or series that we have authority to issue, to issue additional authorized but unissued common shares or preferred shares and to classify or reclassify unissued common shares or preferred shares and thereafter to issue such classified or reclassified shares provides us with flexibility in structuring possible future financings and acquisitions and in meeting other needs which might arise. These actions may be taken without shareholder approval, unless shareholder approval is required by applicable law, the terms of any other class or series of our shares or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded. Although our board of trustees does not currently intend to do so, it could authorize us to issue additional classes or series of common shares or preferred shares that could, depending upon the terms of the particular class or series, delay, defer or prevent a transaction or a change of control of our company, even if such transaction or change of control involves a premium price for our shareholders or shareholders believe that such transaction or change of control may be in their best interests.

#### **Listing**

Our common shares are listed on the NYSE and trade under the symbol "JBGS."

#### **REIT Qualification**

Under our declaration of trust, the board of trustees may revoke or otherwise terminate our REIT election without shareholder approval if it determines that it is no longer in our best interest to continue to qualify as a REIT.

#### **Transfer Agent and Registrar**

The transfer agent and registrar for our common shares is Equiniti Trust Company, LLC.

#### **Certain Provisions of Maryland Law and Our Declaration of Trust and Bylaws**

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The following description of certain provisions of Maryland law and our declaration of trust and bylaws is only a summary and does not purport to be a complete statement of the relevant provisions. The summary is qualified in its entirety by reference to these documents, which you should read (along with the applicable provisions of Maryland law) for complete information on such provisions.

### ***The Board of Trustees***

Our declaration of trust and bylaws provide that the number of our trustees may be established, increased or decreased only by a majority of the entire board of trustees but may not be fewer than the number required by the Maryland REIT Law, which is currently one, nor, unless our bylaws are amended, more than 15, provided, however, that the tenure of office of a trustee will not be affected by any decrease in the number of trustees. Our declaration of trust also provides that, except as may be provided by our board of trustees in setting the terms of any class or series of shares, any vacancy may be filled only by a majority of the remaining trustees, even if the remaining trustees do not constitute a quorum, and any trustee elected to fill a vacancy will hold office for the remainder of the full term of the trusteeship in which the vacancy occurred and until a successor is duly elected and qualifies.

All trustees are elected annually for a term of one year and shall hold office until the next succeeding annual meeting and until their successors are duly elected and qualify. There is no cumulative voting in the election of trustees.

Under our bylaws, in any uncontested election of trustees, the affirmative vote of a majority of the votes cast for and against such nominee at a meeting of shareholders duly called and at which a quorum is present is required to elect a trustee. Our bylaws provide for plurality voting for contested trustee elections. Notwithstanding such vote requirement, our Corporate Governance Guidelines provide that any nominee in an uncontested election who does not receive a greater number of "for" votes than "against" votes shall promptly tender his or her offer of resignation to the board of trustees following certification of the vote. The Corporate Governance and Nominating Committee shall consider the offer to resign and shall recommend to the board of trustees the action to be taken in response to the offer, and the board of trustees shall determine whether to accept such resignation. The board of trustees shall publicly disclose its decision regarding the tendered resignation and the reasons therefor by a press release, in a Current Report on Form 8-K furnished to the Securities and Exchange Commission (the "SEC") or other broadly disseminated means of communication within 90 days from the date of the certification of the election results.

### ***Removal of Trustees***

Our declaration of trust provides that, subject to the rights of holders of one or more classes or series of preferred shares to elect or remove one or more trustees, a trustee may be removed only for cause (defined as conviction of a felony or a final judgment of a court of competent jurisdiction holding that such trustee caused demonstrable, material harm to the trust through willful misconduct, bad faith or active and deliberate dishonesty) and only by the affirmative vote of a majority of the shares then outstanding and entitled to vote generally in the election of trustees. This provision, when coupled with the exclusive power of our board of trustees to fill vacancies on our board of trustees, precludes shareholders from removing incumbent trustees, except for cause and upon a majority affirmative vote, and filling the vacancies created by the removal with their own nominees.

### ***Business Combinations***

Under the Maryland Business Combination Act (the "MBCA"), a "business combination" between a Maryland real estate investment trust and an interested shareholder or an affiliate of an interested shareholder is prohibited for five years after the most recent date on which the interested shareholder becomes an interested shareholder. A business combination includes a merger, consolidation, share exchange, or, in circumstances specified in the statute, an asset transfer, issuance or reclassification of equity securities or recapitalization. An interested shareholder is defined as:

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- a person who beneficially owns, directly or indirectly, 10% or more of the voting power of the real estate investment trust's outstanding voting shares; or
- an affiliate or associate of the real estate investment trust who, at any time within the two-year period prior to the date in question, was the beneficial owner, directly or indirectly, of 10% or more of the voting power of the then-outstanding voting shares of the real estate investment trust.

A person is not an interested shareholder under the statute if the board of trustees approved in advance the transaction by which such person otherwise would have become an interested shareholder. In approving a transaction, the board of trustees may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by the board of trustees.

After the five-year prohibition, any business combination between the Maryland real estate investment trust and an interested shareholder generally must be recommended by the board of trustees of the real estate investment trust and approved by the affirmative vote of at least:

- 80% of the votes entitled to be cast by holders of outstanding voting shares of the real estate investment trust; and
- two-thirds of the votes entitled to be cast by holders of voting shares of the real estate investment trust other than shares held by the interested shareholder with whom or with whose affiliate the business combination is to be effected or held by an affiliate or associate of the interested shareholder.

These super-majority vote requirements do not apply if, among other conditions, the real estate investment trust's common shareholders receive a minimum price, as defined under the MBCA, for their shares in the form of cash or other consideration in the same form as previously paid by the interested shareholder for its shares.

The MBCA permits various exemptions from its provisions, including business combinations that are approved or exempted by the board of trustees before the time that the interested shareholder becomes an interested shareholder.

The MBCA may have the effect of delaying, deferring or preventing a change in control or other transaction that might involve a premium price or otherwise be in the best interest of the shareholders. The MBCA may discourage others from trying to acquire control and increase the difficulty of consummating any offer.

As permitted by the MGCL, we have elected by resolution of our board of trustees to opt out of the MBCA. However, we cannot assure you that our board of trustees will not opt to be subject to such provisions in the future, including opting to be subject to such provisions retroactively.

### ***Control Share Acquisitions***

The Maryland Control Share Acquisition Act (the "MCSAA") provides that control shares of a Maryland real estate investment trust acquired in a control share acquisition have no voting rights except to the extent approved by a vote of two-thirds of the votes entitled to be cast on the matter. Shares owned by the acquiring person, by officers or by employees who are trustees of the real estate investment trust are excluded from shares entitled to vote on the matter. "Control shares" are voting shares which, if aggregated with all other shares owned by the acquiring person or in respect of which the acquiring person is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquiring person to exercise voting power in electing trustees within one of the following ranges of voting power:

- one-tenth or more but less than one-third;
  - one-third or more but less than a majority; or
  - a majority or more of all voting power.
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Control shares do not include shares that the acquiring person is then entitled to vote as a result of having previously obtained shareholder approval or shares acquired directly from the real estate investment trust. A control share acquisition means the acquisition of control shares, subject to certain exceptions.

A person who has made or proposes to make a control share acquisition may compel the board of trustees of the real estate investment trust to call a special meeting of shareholders to be held within 50 days of the demand to consider the voting rights of the control shares. The right to compel the calling of a special meeting is subject to the satisfaction of certain conditions, including an undertaking to pay the expenses of the meeting. If no request for a meeting is made, the real estate investment trust may itself present the question at any shareholders meeting.

If voting rights are not approved at the meeting or if the acquiring person does not deliver an acquiring person statement as required by the MCSAA, then the real estate investment trust may redeem for fair value any or all of the control shares, except those for which voting rights have previously been approved. The right of the real estate investment trust to redeem control shares is subject to certain conditions and limitations. Fair value is determined, without regard to the absence of voting rights for the control shares, as of the date of the last control share acquisition by the acquiring person or, if a meeting of shareholders is held at which the voting rights of the shares are considered and not approved, as of the date of such meeting. If voting rights for control shares are approved at a shareholders meeting and the acquiring person becomes entitled to vote a majority of the shares entitled to vote, all other shareholders may exercise appraisal rights. The fair value of the shares as determined for purposes of appraisal rights may not be less than the highest price per share paid by the acquiring person in the control share acquisition.

The MCSAA does not apply to (a) shares acquired in a merger, consolidation or share exchange if the real estate investment trust is a party to the transaction, or (b) acquisitions approved or exempted by the declaration of trust or bylaws of the real estate investment trust.

Our bylaws contain a provision exempting from the MCSAA any and all acquisitions by any person of our shares. There can be no assurance that this provision will not be amended or eliminated at any time in the future.

#### ***Approval of Extraordinary Trust Action; Amendment of Declaration of Trust and Bylaws***

Under the Maryland REIT Law, a Maryland real estate investment trust generally cannot dissolve, amend its declaration of trust or merge with or convert into another entity, unless the action is advised by its board of trustees and approved by the affirmative vote of shareholders holding at least two-thirds of the shares entitled to vote on the matter. However, a Maryland real estate investment trust may provide in its declaration of trust for approval of these matters by a lesser percentage, but not less than a majority of all of the votes entitled to be cast on the matter. Except for certain amendments described in our declaration of trust that require only approval by our board of trustees, our declaration of trust provides for approval of any of these matters by the affirmative vote of not less than a majority of all of the votes entitled to be cast on such matters. However, the partnership agreement of JBG SMITH LP, our operating partnership, provides that certain extraordinary transactions will require, in addition to the consent of our shareholders, "partnership approval" from the limited partners of JBG SMITH LP (as defined in JBG SMITH LP's partnership agreement).

Our bylaws provide that any provision of our bylaws may be amended, altered or repealed, and new bylaws adopted by the board of trustees or by the affirmative vote of holders of our shares representing not less than a majority of all the votes entitled to be cast on the matter.

#### ***Exclusive Forum***

Our bylaws provide that, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought in our right or on our behalf, (b) any action asserting a claim of breach of any duty owed by any of our trustees or officers or other employees or agents to us or to our shareholders, (c) any action asserting a claim against us or any of our trustees or officers or other employees or agents arising pursuant to any provision of the Maryland REIT Law or our declaration of trust or bylaws or

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(d) any action asserting a claim against us or any of our trustees or officers or other employees that is governed by the internal affairs doctrine shall be the Circuit Court for Baltimore City, Maryland (and any shareholder that is a party to any action or proceeding pending in such Court shall cooperate in having the action or proceeding assigned to the Business & Technology Case Management Program), or, if that Court does not have jurisdiction, the United States District Court for the District of Maryland, Baltimore Division.

#### ***Advance Notice of Trustee Nominations and New Business***

Our bylaws provide that with respect to an annual meeting of shareholders, nominations of persons for election to the board of trustees and the proposal of business to be considered by shareholders may be made only (i) pursuant to our notice of the meeting, (ii) by or at the direction of our board of trustees or (iii) by a shareholder who is a shareholder of record both at the time of giving the advance notice required by the bylaws and at the time of the meeting, who is entitled to vote at the meeting and who has complied with the advance notice procedures of the bylaws. With respect to special meetings of shareholders, only the business specified in our notice of the meeting may be brought before the meeting. Nominations of persons for election to the board of trustees at a special meeting may be made only (i) by the board of trustees or (ii) provided that the special meeting has been called in accordance with the bylaws for the purpose of electing trustees, by a shareholder who is a shareholder of record both at the time of giving the advance notice required by the bylaws and at the time of the meeting, who is entitled to vote at the meeting and who has complied with the advance notice provisions of the bylaws.

#### ***Maryland Unsolicited Takeover Act***

Subtitle 8 of Title 3 of the MGCL, commonly referred to as the Maryland Unsolicited Takeovers Act ("MUTA"), permits a Maryland real estate investment trust with a class of equity securities registered under the Exchange Act and at least three independent trustees to elect to be subject, by provision in its declaration of trust or bylaws or a resolution of its board of trustees and notwithstanding any contrary provision in the declaration of trust or bylaws, to any or all of the following five provisions:

- a classified board;
- a two-thirds vote requirement for removing a trustee;
- a requirement that the number of trustees be fixed only by vote of the trustees;
- a requirement that a vacancy on the board of trustees be filled only by the remaining trustees and, if its board is classified, for the remainder of the full term of the class of trustees in which the vacancy occurred; or
- a majority requirement for the calling of a shareholder-requested special meeting of shareholders.

Our declaration of trust prohibits us from electing to be subject to any provision of MUTA unless such election is first approved by our shareholders by the affirmative vote of at least a majority of the votes entitled to vote on the matter. Through provisions in our declaration of trust and bylaws unrelated to Subtitle 8, we vest in the board of trustees the exclusive power to fix the number of trusteeships, subject to limitations set forth in our declaration of trust and bylaws.

#### ***Anti-takeover Effect of Certain Provisions of Maryland Law and of Our Declaration of Trust and Bylaws***

The business combination provisions and, if the applicable provision in our bylaws is rescinded, the control share acquisition provisions of Maryland law, the provisions of our declaration of trust on removal of trustees and the advance notice provisions of our bylaws could delay, defer or prevent a transaction or a change in control that might involve a premium price for holders of our common shares or otherwise be in their best interest.

#### ***Shareholder Meetings***

Our bylaws provide that annual meetings of our shareholders may only be held each year at a date, time and place determined by our board of trustees. Special meetings of shareholders may be called by the chair of our board

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of trustees, our chief executive officer, our president, our board of trustees and our shareholders that hold a majority of all of the votes entitled to be cast on the matter. Only matters set forth in the notice of a special meeting of shareholders may be conducted at such a meeting.

#### ***Shareholder Action by Written Consent***

Under our declaration of trust and bylaws, any action required to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote if (i) a unanimous consent setting forth the action is given in writing or by electronic transmission by all shareholders entitled to vote on the matter or (ii) the action is advised and submitted to the shareholders for approval by our board of trustees and a consent in writing or by electronic transmission is given by shareholders entitled to cast not less than the minimum number of votes that would be required to take the action at a meeting of our shareholders.

#### ***Limitation of Liability and Indemnification of Trustees and Officers***

Maryland law permits a Maryland real estate investment trust to include in its declaration of trust a provision eliminating the liability of its trustees and officers to the real estate investment trust and its shareholders for money damages except for liability resulting from (i) actual receipt of an improper benefit or profit in money, property or services or (ii) active and deliberate dishonesty that is established by a final judgment and which is material to the cause of action. Our declaration of trust includes such a provision eliminating such liability to the maximum extent permitted by Maryland law.

Our declaration of trust and bylaws obligate us, to the fullest extent permitted by Maryland law in effect from time to time, to indemnify and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding, without requiring a preliminary determination of the trustee's or officer's ultimate entitlement to indemnification, to (i) any present or former trustee or officer who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity, or (ii) any individual who, while serving as our trustee or officer and at our request, serves or has served as a director, trustee, officer, partner, member or manager of another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity. Our declaration of trust and bylaws also permit us, with the approval of the board of trustees, to indemnify and advance expenses to any person who served one of our predecessors in any of the capacities described above and to any of our employees, agents or predecessors.

The Maryland REIT Law permits a Maryland real estate investment trust to indemnify and advance expenses to its trustees and officers to the same extent as permitted by the MGCL for directors and officers of Maryland corporations. The MGCL permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that a personal benefit was improperly received, unless in either case a court orders indemnification and then only for expenses. In addition, the MGCL permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by him or her or on his or her behalf to repay the amount paid or reimbursed by the corporation if it shall ultimately be determined that the standard of conduct was not met.

We entered into indemnification agreements with each of our trustees and executive officers that provide for indemnification to the maximum extent permitted by Maryland law.

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Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to our officers, trustees or controlling persons pursuant to the foregoing provisions or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy and, therefore, unenforceable. We have purchased liability insurance for the purpose of providing a source of funds to pay the indemnification described above.

### ***Business Opportunities***

Our declaration of trust provides that our trustees who are also trustees, officers, employees or agents of Vornado Realty Trust ("Vornado") or any of Vornado's affiliates (each such trustee, a "Covered Person") shall have no duty to communicate or present any business opportunity to us, and we renounce any potential interest or expectation in, or right to be offered or to participate in, such business opportunity and waives to the maximum extent permitted from time to time by Maryland law any claim against a Covered Person arising from the fact that he or she does not present, communicate or offer any such business opportunity to us or any of our subsidiaries or pursues such business opportunity or facilitates the pursuit of such business opportunity by others; provided, however, that the foregoing shall not apply in a case in which a Covered Person is presented with a business opportunity in writing expressly in his or her capacity as our trustee. Accordingly, to the maximum extent permitted from time to time by Maryland law and except to the extent such business opportunity is presented to a Covered Person in writing expressly in his or her capacity as our trustee, (a) no Covered Person is required to present, communicate or offer any business opportunity to us and (b) any Covered Person, on his or her own behalf or on behalf of Vornado, shall have the right to hold and exploit any business opportunity, or to direct, recommend, offer, sell, assign or otherwise transfer such business opportunity to any person or entity other than us.

### ***Proxy Access***

Our bylaws permit a shareholder, or group of up to 20 shareholders, owning at least 3% of our outstanding common shares, continuously for at least three years, to nominate and include in our proxy statement for an annual meeting of shareholders, trustee nominees constituting up to the greater of two nominees or 20% of the board of trustees, provided that the shareholder(s) and the trustee nominee(s) satisfy the requirements specified in the bylaws.

## **Restrictions on Ownership and Transfer**

### ***The Beneficial Ownership Limit***

For us to maintain our qualification as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"), not more than 50% of the value of our outstanding shares of beneficial interest may be owned, directly or indirectly, by five or fewer individuals at any time during the last half of a taxable year, and the shares of beneficial interest must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months, or during a proportionate part of a shorter taxable year (except, in each case, with respect to the first taxable year for which an election to be taxed as a REIT is made). The Code defines "individuals" to include some entities for purposes of the preceding sentence. All references to a shareholder's ownership of common shares in this section "—The Beneficial Ownership Limit" assume application of the applicable attribution rules of the Code under which, for example, a shareholder is deemed to own shares owned by his or her spouse.

The declaration of trust contains several provisions that restrict the ownership and transfer of our shares that are designed to safeguard us against loss of our REIT status. These provisions also seek to deter non-negotiated acquisitions of, and proxy fights for, us by third parties. The declaration of trust contains a limitation that restricts, with some exceptions, shareholders from owning more than 7.5% (in value or number of shares, whichever is more restrictive) of the outstanding shares of any class or series, including our common shares. We refer to this percentage as the "beneficial ownership limit."

Shareholders should be aware that events other than a purchase or other transfer of common shares can result in ownership, under the applicable attribution rules of the Code, of common shares in excess of the beneficial ownership limit. For instance, if two shareholders, each of whom owns 6% of the outstanding common shares, were

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to marry, then after their marriage both shareholders would be deemed to own 12% of the outstanding common shares, which is in excess of the beneficial ownership limit. Similarly, if a shareholder who is treated as owning 6% of the outstanding common shares purchased a 50% interest in a corporation which owns 10% of the outstanding common shares, then the shareholder would be deemed to own 11% of the outstanding common shares immediately after such purchase. You should consult your tax advisors concerning the application of the attribution rules of the Code in your particular circumstances.

#### ***Closely Held and General Restriction on Ownership***

In addition, common shares may not be transferred if, as a result of such transfer, more than 50% in value of the outstanding common shares would be owned by five or fewer individuals or if such transfer would otherwise cause us to fail to qualify as a REIT.

#### ***The Constructive Ownership Limit***

Under the Code, rental income received by a REIT from persons in which the REIT is treated, under the applicable attribution rules of the Code, as owning a 10% or greater interest does not constitute qualifying income for purposes of the income requirements that REITs must satisfy. For these purposes, a REIT is treated as owning any shares owned, under the applicable attribution rules of the Code, by a person that owns 10% or more of the value of the outstanding shares of the REIT. The attribution rules of the Code applicable for these purposes are different from those applicable with respect to the beneficial ownership limit. All references to a shareholder's ownership of common shares in this section "—The Constructive Ownership Limit" assume application of the applicable attribution rules of the Code.

To ensure that our rental income will not be treated as nonqualifying income under the rule described in the preceding paragraph, and thus to ensure that we will not inadvertently lose our REIT status as a result of the ownership of shares by a tenant, or a person that holds an interest in a tenant, the declaration of trust contains an ownership limit that restricts, with some exceptions, shareholders from constructively owning, directly or indirectly, more than 7.5% (in value or number of shares, whichever is more restrictive) of the outstanding shares of any class or series. We refer to this 7.5% ownership limit as the "constructive ownership limit."

Shareholders should be aware that events other than a purchase or other transfer of shares may result in ownership, under the applicable attribution rules of the Code, of shares in excess of the constructive ownership limit. As the attribution rules that apply with respect to the constructive ownership limit differ from those that apply with respect to the beneficial ownership limit, the events other than a purchase or other transfer of shares which may result in share ownership in excess of the constructive ownership limit may differ from those which may result in share ownership in excess of the beneficial ownership limit. You should consult your tax advisors concerning the application of the attribution rules of the Code in your particular circumstances.

#### ***Automatic Transfer to a Trust If the Ownership Limits Are Violated***

The declaration of trust provides that a transfer of shares of any class or series that would otherwise result in ownership, under the applicable attribution rules of the Code, of shares in excess of the beneficial ownership limit or the constructive ownership limit would cause our shares of beneficial interest to be beneficially owned by fewer than 100 persons, would result in us being "closely held" (within the meaning of Section 856(h) of the Code) or would otherwise cause us to fail to qualify as a REIT, will be void and the purported transferee will acquire no rights or economic interest in the shares. In addition, our declaration of trust provides that, if the provisions causing a transfer to be void do not prevent a violation of the restrictions mentioned in the preceding sentence, the shares that would otherwise be owned, under the applicable attribution rules of the Code, in excess of the beneficial ownership limit or the constructive ownership limit, or that would cause us to be "closely held" or otherwise fail to qualify as a REIT, will be automatically transferred to one or more charitable trusts (each, a "charitable trust") for the benefit of one or more charitable beneficiaries, appointed by us, effective as of the close of business on the business day prior to the date of the relevant transfer.

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Shares held in a charitable trust will be issued and outstanding shares. Pursuant to our declaration of trust, the purported transferee will have no rights in the shares held in a charitable trust and will not benefit economically from ownership of any shares held in the charitable trust, will have no rights to dividends or other distributions and will have no right to vote or other rights attributable to the shares held in the charitable trust. Instead, our declaration of trust provides that the trustee of the charitable trust will have all voting rights and rights to dividends or other distributions with respect to shares held in the charitable trust, to be exercised for the exclusive benefit of the charitable beneficiary. Under our declaration of trust, any dividend or other distribution paid prior to the discovery by us that the shares have been transferred to the charitable trust shall be paid by the holder of such dividend or other distribution to the trustee upon demand and any dividend or other distribution authorized but unpaid shall be paid when due to the trustee. Subject to Maryland law, the trustee of the charitable trust has the authority (i) to rescind as void any vote cast by a purported transferee prior to the discovery by us that the shares have been transferred to the charitable trust and (ii) to recast such vote in accordance with the desires of the trustee acting for the benefit of the charitable beneficiary. However, if we have already taken irreversible trust action, then the trustee will not have the authority to rescind and recast the vote.

Under our declaration of trust, within 20 days of receiving notice from us that shares have been transferred to the charitable trust, the trustee of the charitable trust shall sell the shares held in the charitable trust to a person or persons, designated by the trustee, whose ownership of the shares will not violate the restrictions on ownership and transfer noted above. Upon such sale, our declaration of trust provides that the interest of the charitable beneficiary in the shares sold terminates and the trustee of the charitable trust is required to distribute the net proceeds of the sale to the purported transferee and to the charitable beneficiary as follows: the purported transferee will receive the lesser of (i) the price paid by the purported transferee for the shares or, if the purported transferee did not purchase the shares for the market price (as defined in our declaration of trust) in connection with the event causing the shares to be held in the charitable trust, the market price of the shares on the date of the event causing the shares to be held in the charitable trust and (ii) the price per share received by the trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares held in the charitable trust. The trustee of the charitable trust may reduce the amount payable to the purported transferee by the amount of dividends and distributions which have been paid to the purported transferee and are owed by the purported transferee to the charitable trust, as described above. Any net sales proceeds in excess of the amount payable to the purported transferee will be paid immediately to the charitable beneficiary. If, prior to the discovery by us that common shares have been transferred to the charitable trust, such shares are sold by a purported transferee, then (1) such shares shall be deemed to have been sold on behalf of the charitable trust and (2) to the extent that the purported transferee received an amount for such shares that exceeds the amount that such purported transferee would have been entitled to receive if such shares had been sold by the charitable trust, such excess shall be paid to the trustee upon demand.

Our declaration of trust provides that any shares transferred to the charitable trust are deemed to have been offered for sale to us, or our designee. The price at which we, or our designee, may purchase the shares transferred to the charitable trust will be equal to the lesser of (i) the price paid by the purported transferee for the shares or, if the purported transferee did not purchase the shares for the market price in connection with the event causing the shares to be held in the charitable trust, the market price of the shares on the date of the event causing the shares to be held in the charitable trust and (ii) the market price of the shares on the date that we, or our designee, accepts the offer. Upon a sale to us, the interest of the beneficiary in the shares sold will terminate and the trustee will distribute the net proceeds of the sale to the purported transferee and the trustee will distribute any dividends or other distributions held by the trustee with respect to such shares to the beneficiary.

We may reduce the amount payable to the purported transferee by the amount of dividends and other distributions that have been paid to the purported transferee and are owed by the purported transferee to the charitable trust, as described above. Our right to accept the offer described above exists for as long as the charitable trust has not otherwise sold the shares held in trust.

In addition, if our board of trustees determines that a transfer or other event has occurred that would violate the restrictions on ownership and transfer of shares described above, the board of trustees may take such action as it deems advisable to refuse to give effect to or to prevent such transfer, including, but not limited to, causing us to redeem shares, refusing to give effect to the transfer on our books or instituting proceedings to enjoin the transfer.

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### ***Other Provisions Concerning the Restrictions on Ownership***

Our board of trustees, in its sole discretion, may prospectively or retroactively exempt persons from the beneficial ownership limit and the constructive ownership limit and increase or decrease the beneficial ownership limit and constructive ownership limit for one or more persons, if in each case the board of trustees obtains such representations, covenants and undertakings as the board of trustees may deem appropriate in order to conclude that such exemption or modification will not cause us to lose our status as a REIT. In addition, the board of trustees may require such opinions of counsel, affidavits, undertakings or agreements or a ruling from the Internal Revenue Service as it may deem necessary or advisable in order to determine or ensure our status as a REIT, and any such exemption or modification may be subject to such conditions or restrictions as the board of trustees may impose.

The foregoing restrictions on transfer and ownership will not apply if the board of trustees determines that it is no longer in our best interests to attempt to qualify, or to continue to qualify, as a REIT or that compliance with any of the foregoing restrictions is no longer required for REIT qualification.

All persons who own, directly or by virtue of the applicable attribution rules of the Code, more than 1.0% (or such lower percentage as required by the Code or the regulations promulgated thereunder) of the outstanding shares of any class or series must give a written notice to us containing the information specified in the declaration of trust by January 31 of each year. In addition, each shareholder will be required to disclose to us upon demand any information that we may request, in good faith, to determine our status as a REIT or to comply with Treasury regulations promulgated under the REIT provisions of the Code.

The transfer and ownership restrictions described above may have the effect of precluding acquisition of control of us unless our board of trustees determines that maintenance of REIT status is no longer in our best interests or that compliance with any of the foregoing restrictions is no longer required for REIT qualification.

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JBG SMITH Properties Amendment

No. 4

to the

2017 Employee Share Purchase Plan

(As approved by the sole shareholder on July 10, 2017)

The 2017 Employee Share Purchase Plan of JBG SMITH Properties, effective July 17, 2017 (the "ESPP"), is hereby amended as follows, effective October 30, 2023:

1. Section 15 of the ESPP is hereby deleted in its entirety and replaced with the following:

15. Options Not Transferable.

Options under this Plan are not transferable by a participating employee other than by will or the laws of descent and distribution, and are exercisable during the employee's lifetime only by the employee.

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**FORM OF JBG SMITH PROPERTIES  
2017 OMNIBUS SHARE PLAN  
APPRECIATION-ONLY LTIP UNIT AGREEMENT**

This APPRECIATION-ONLY LTIP UNIT AGREEMENT (the "Award Agreement") is made as of the Grant Date set forth on Schedule A hereto between JBG SMITH Properties, a Maryland real estate investment trust (the "Company"), its subsidiary JBG SMITH Properties LP, a Delaware limited partnership (the "Partnership"), and the employee of the Company or one of its affiliates listed on Schedule A (the "Employee").

RECITALS

A. The Employee is an employee of the Company or of a subsidiary of the Company and provides services to the Partnership (and/or its subsidiaries), through which the Company conducts substantially all of its operations.

B. In accordance with the JBG SMITH Properties 2017 Omnibus Share Plan, as it may be amended from time to time (the "Plan"), the Company desires to provide the Employee with an opportunity to acquire Appreciation-Only LTIP Units (as defined in that certain Second Amended and Restated Limited Partnership Agreement, dated December 17, 2020 of the Partnership, as amended from time to time (the "Partnership Agreement")) having the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption and conversion set forth herein, in the Plan and in the Partnership Agreement, and thereby provide additional incentive for the Employee to promote the progress and success of the business of the Company, the Partnership and its subsidiaries.

C. Schedule A hereto sets forth certain significant details of the Appreciation-Only LTIP Unit grant herein and is incorporated herein by reference. Capitalized terms used herein and not otherwise defined have the meanings provided in the Partnership Agreement and on Schedule A.

NOW, THEREFORE, the Company, the Partnership and the Employee hereby agree as follows:

AGREEMENT

1. Grant of AO LTIP Units. On the terms and conditions set forth below, as well as the terms and conditions of the Plan, the Company hereby grants to the Employee the Maximum Number of Appreciation-Only LTIP Units set forth on Schedule A (the "AO LTIP Units"). To the extent vested in accordance with Section 3, each AO LTIP Unit is intended to provide the Employee with the opportunity to share in the appreciation of the value of a Share in excess of the Formation Unit Participation Threshold set forth on Schedule A based on the Formation Unit Conversion Factor and other terms set forth in the Partnership Agreement. The AO LTIP Units will accumulate and/or participate in regular cash distributions made for Common Partnership Units as set forth in the Partnership Agreement, in accordance with the Formation Unit Fraction set forth on Schedule A.

2. Conversion and Term. Subject to earlier forfeiture, termination, acceleration or cancellation of the AO LTIP Units as provided in the Partnership

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Agreement, Plan or this Award Agreement, until the Expiration Date (or such later time as set forth in the Employee's employment agreement), vested AO LTIP Units shall be convertible at the Employee's election into a number of LTIP Units, as determined in accordance with the Partnership Agreement, which in turn are convertible into Common Partnership Units and common Shares ("Common Shares") as provided in the Partnership Agreement. For purposes of this Award Agreement, "Expiration Date" means the earlier of (a) the date of the Employee's termination of employment by the Company for Cause, and (b) the tenth (10th) anniversary of the Grant Date. Unless otherwise provided in an agreement between the Company and the Employee, upon the Expiration Date any AO LTIP Units which have not been converted into LTIP Units shall terminate, be cancelled for no consideration and be without further force or effect.

3. Vesting Period. The vesting period of the AO LTIP Units (the "Vesting Period") begins on the Grant Date and continues until such Vesting Dates, and subject to such vesting conditions, as set forth on Schedule A. On the first Vesting Date following the date of this Award Agreement and each Vesting Date thereafter, the applicable number of AO LTIP Units specified on Schedule A shall become vested, subject to earlier forfeiture as provided in this Award Agreement. To the extent that Schedule A provides for amounts or schedules of vesting that conflict with the provisions of this paragraph, the provisions of Schedule A will govern. Except as permitted under Section 14, the AO LTIP Units for which the applicable Vesting Period has not expired may not be sold, assigned, transferred, pledged or otherwise disposed of or encumbered (whether voluntarily or involuntarily or by judgment, levy, attachment, garnishment or other legal or equitable proceeding).

The Employee shall have the right to vote the AO LTIP Units if and when voting is allowed under the Partnership Agreement, regardless of whether the applicable Vesting Period has expired.

4. Forfeiture of AO LTIP Units.

(a) If the Employee is a party to a Service Agreement that addresses treatment of equity awards on a termination of employment and ceases to be an employee of the Company or any of its affiliates, the provisions of such Service Agreement will apply as it pertains to any defined terms, and this Agreement will govern to determine the number of AO LTIP Units that become vested and not as it pertains to any defined terms. If the Employee is not a party to a Service Agreement that addresses treatment of equity awards on a termination of employment, Section 4(b) shall govern the treatment of the Employee's AO LTIP Units exclusively. In the event an entity ceases to be a subsidiary or affiliate of the Company or the Partnership, such action shall be deemed to be a termination of employment of all employees of that entity for purposes of this Agreement, provided that the Committee or the Board, in its sole and absolute discretion, may make provision in such circumstances for lapse of forfeiture restrictions and/or accelerated vesting of some or all of the Employee's remaining unvested AO LTIP Units that have not previously been forfeited, effective immediately prior to such event.

(b) Upon the Employee's Disability or death, or if the employment of the Employee by the Company or its affiliate is terminated following the first anniversary of the Grant Date but prior to the fourth anniversary of the Grant Date either by the Company or its affiliate (or a successor thereof) without Cause or by the Employee for Good Reason, then the Employee shall remain eligible to vest in the Vesting Amount specified in Schedule A that would otherwise vest on the Vesting Date immediately following Employee's termination date, which Vesting Amount shall vest and become convertible into LTIP Units and non-forfeitable as of the Employee's termination date, or, if the

Calculation Period (as defined in Schedule A) has not expired as of such date, then on the third anniversary of the Grant Date. Any unvested AO LTIP Units outstanding as of the date of the Employee's termination of employment without Good Reason or by the Company or its affiliate (or a successor thereof) for Cause, or that remain unvested after the application of this Section 4(b) shall be forfeited and returned to the Company for delivery to the Partnership and cancellation. Upon the Employee's Retirement, the Employee shall remain eligible to vest in the Vesting Amount specified in Schedule A that would otherwise vest on all of the Vesting Dates following Employee's termination date, which Vesting Amount shall vest and become convertible into LTIP Units and non-forfeitable as of the Employee's termination date, or, if the Calculation Period (as defined in Schedule A) has not expired as of such date, then on the third anniversary of the Grant Date.

5. Change in Control. Notwithstanding anything in the Plan to the contrary, if (a) the Employee holds unvested AO LTIP Units as of immediately prior to a Change in Control, (b) the unvested AO LTIP Units are not continued, assumed or substituted in connection with such Change in Control, and (c) the Employee remains in employment as of immediately prior to the consummation of such Change in Control, then the AO LTIP Units shall vest and become convertible into LTIP Units and non-forfeitable as of immediately prior to the consummation of the Change in Control as follows: (i) if such Change in Control occurs prior to the third anniversary of the Grant Date, then such number of AO LTIP Units shall become vested as determined in accordance with Schedule A, with such calculation performed as of the Change in Control, and (ii) if such Change in Control occurs on or after the third anniversary of the Grant Date and before such AO LTIP Units have become vested, the remainder of the unvested AO LTIPs that were determined to be Earned AO LTIP Units shall become fully vested. The AO LTIP Units shall be considered "assumed" or "substituted" for purposes of the preceding sentence only if each of the following requirements is satisfied, as determined by the Committee, as constituted immediately before the Change in Control, in its sole discretion: (i) the contractual obligations represented by the AO LTIP Units are expressly assumed (and not simply by operation of law) by the successor entity or its parent in connection with the Change in Control with appropriate adjustments to the number and type of securities of the successor entity or its parent subject to the converted or substituted award and to the Formation Unit Participation Threshold which at least preserves the compensation element of the AO LTIP Units existing at the time of the Change in Control; (ii) in the case of a substituted award, it must be of the same type of award and have the same tax consequences to the Employee as the AO LTIP Units; (iii) the vesting terms of the converted or substituted award (including with respect to accelerated vesting upon certain terminations of employment) must be substantially identical to the terms of the AO LTIP Units; (iv) the converted or substituted award must be convertible or redeemable into another security that is itself convertible or redeemable into shares of a publicly traded company, each in a manner substantially identical to the corresponding terms of the AO LTIP Units; and (v) all the other terms and conditions of the converted or substituted award must be no less favorable to the Employee than the terms of the AO LTIP Units (including the provisions that would apply in the event of a subsequent Change in Control).

6. Definitions.

For purposes of this Award Agreement, the following terms will have the meaning given to them by any employment agreement between the Employee and the Company, and if there is no such agreement, the meanings below:



"Cause" means the Employee's: (a) conviction of, or plea of guilty or nolo contendere to, a felony, (b) willful and continued failure to use reasonable efforts to perform in all material respects his employment duties (other than such failure resulting from the Employee's incapacity due to physical or mental illness) that the Employee fails to remedy within 30 days after written notice is delivered by the Company to the Employee that specifically identifies in reasonable detail the manner in which the Company believes the Employee has not used reasonable efforts to perform in all material respects his duties hereunder, or (c) willful misconduct that is materially economically injurious to the Company. For purposes of this paragraph, no act, or failure to act, by the Employee will be considered "willful" unless committed in bad faith and without a reasonable belief that the act or omission was in the best interests of the Company.

"Disability" means a termination of employment by the Company or an affiliate as a result of the Employee having been substantially unable to perform his duties for a continuous period of 180 days due to incapacity caused by physical or mental illness and within 30 days after receiving written Notice of such termination of employment after such 180-day period, the Employee shall not have returned to the substantial performance of his duties on a full-time basis.

"Good Reason" means (a) a material reduction by the Company in the Employee's base salary, (b) a material diminution in the Employee's position, authority, duties or responsibilities, (c) a relocation of the Employee's location of employment to a location outside of the Washington D.C. metropolitan area, or (d) a material breach of the Agreement; provided, in each of clauses (a) and (b), in connection with or after a Change in Control any reduction or any diminution (regardless of materiality) shall be deemed to satisfy such clauses, and in each of clauses (a) through (d), that the Employee terminates employment within 90 days after the Employee has actual knowledge of the occurrence, without the written consent of Employee, of one of the foregoing events that has not been cured within 30 days after written notice thereof has been given by the Employee to the Company setting forth in reasonable detail the basis of the event (provided such notice must be given to the Company within 30 days of the Employee becoming aware of such condition).

"Retirement" means the termination of employment of the Employee after the Employee has met all of the following conditions: (a) the Employee has attained at least age 50, (b) the Employee has completed at least ten (10) years of service with the Company and its affiliates (including any predecessors thereto), (c) the sum of his or her age and years of service with the Company and its affiliates (including any predecessors thereto) equals or exceeds seventy (70) and (d) the Employee has provided at least six (6) months' notice of his or her termination of employment to the Company or its applicable affiliate.

"Service Agreement" means, as of a particular date, any employment, consulting or similar service agreement then in effect between the Employee, on the one hand, and the Employer, on the other hand, as amended or supplemented through such date.

7. Certificates. Each certificate, if any, issued in respect of the AO LTIP Units awarded under this Award Agreement shall be registered in the Employee's name and held by the Company until the expiration of the applicable Vesting Period. If certificates representing the AO LTIP Units are issued by the Partnership, at the expiration of each Vesting Period, the Company shall deliver to the Employee (or, if applicable, to the Employee's legal representatives, beneficiaries or heirs) certificates representing the number of AO LTIP Units that vested upon the expiration of such

Vesting Period. The Employee agrees that any resale of the AO LTIP Units received upon the expiration of the applicable Vesting Period (or Common Shares) received upon redemption of or in exchange for AO LTIP Units, other Partnership Units or Common Partnership Units of the Partnership into which AO LTIP Units may have been converted) shall not occur during the "blackout periods" forbidding sales of Company securities, as set forth in the then-applicable Company employee manual or insider trading policy. In addition, any resale shall be made in compliance with the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), or an applicable exemption therefrom, including, without limitation, the exemption provided by Rule 144 promulgated thereunder (or any successor rule).

8. Tax Withholding. The Company or its applicable affiliate has the right, to the extent applicable, to withhold from cash compensation payable to the Employee all applicable income and employment taxes due and owing at the time the applicable portion of the AO LTIP Units becomes includible in the Employee's income (the "Withholding Amount"), and/or to delay delivery of AO LTIP Units until appropriate arrangements have been made for payment of such withholding. In the alternative, the Company has the right to retain and cancel, or sell or otherwise dispose of, such number of AO LTIP Units as have a market value (determined as of the date the applicable AO LTIP Units vest) approximately equal to the Withholding Amount, with any excess proceeds being paid to Employee.

9. Certain Adjustments. The AO LTIP Units shall be subject to adjustment as provided in the Partnership Agreement, and except as otherwise provided therein, if (i) the Company shall at any time be involved in a merger, consolidation, dissolution, liquidation, reorganization, exchange of shares, sale of all or substantially all of the assets or stock of the Company, spin-off of a Subsidiary, business unit or other transaction similar thereto, (ii) any stock dividend, stock split, reverse stock split, stock combination, reclassification, recapitalization, significant repurchases of stock, or other similar change in the capital structure of the Company, or any extraordinary dividend or other distribution to holders of Common Shares or Common Partnership Units other than regular dividends shall occur, or (iii) any other event shall occur that in each case in the good faith judgment of the Compensation Committee of the Board (the "Committee") necessitates action by way of appropriate equitable adjustment in the terms of this Award Agreement, the Plan or the AO LTIP Units, then the Committee shall take such action as it deems necessary to maintain the Employee's rights hereunder so that they are substantially proportionate to the rights existing under this Award Agreement and the terms of the AO LTIP Units prior to such event, including, without limitation: (A) adjustments in the AO LTIP Units; and (B) substitution of other awards under the Plan or otherwise. In the event of any change in the outstanding Common Shares (or corresponding change in the Conversion Factor applicable to Common Partnership Units of the Partnership) by reason of any share dividend or split, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other corporate change, or any distribution to common shareholders of the Company other than regular dividends, any LTIP Units, Common Partnership Units, shares or other securities received by the Employee with respect to the applicable AO LTIP Units for which the Vesting Period shall not have expired will be subject to the same restrictions as the AO LTIP Units with respect to an equivalent number of shares or securities and shall be deposited with the Company.

10. No Right to Employment. Nothing herein contained shall affect the right of the Company or any affiliate to terminate the Employee's services, responsibilities and duties at any time for any reason whatsoever.

11. Notice. Any notice to be given to the Company shall be addressed to the Chief Legal Officer, JBG SMITH Properties, 4747 Bethesda Avenue, Suite 200, Bethesda, MD 20814, and any notice to be given the Employee shall be addressed to the Employee at the Employee's address as it appears on the employment records of the Company, or at such other address as the Company or the Employee may hereafter designate in writing to the other.

12. Governing Law. This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without references to principles of conflict of laws.

13. Successors and Assigns. This Award Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the Company and any successors to the Employee by will or the laws of descent and distribution, but this Award Agreement shall not otherwise be assignable or otherwise subject to hypothecation by the Employee.

14. Transfer; Redemption. None of the AO LTIP Units shall be sold, assigned, transferred, pledged or otherwise disposed of or encumbered (whether voluntarily or involuntarily or by judgment, levy, attachment, garnishment or other legal or equitable proceeding) (each such action, a "Transfer"), or redeemed in accordance with the Partnership Agreement (a) prior to vesting and (b) unless such Transfer is in compliance with all applicable securities laws (including, without limitation, the Securities Act), and such Transfer is in accordance with the applicable terms and conditions of the Partnership Agreement. Any attempted Transfer of AO LTIP Units not in accordance with the terms and conditions of this Section 14 shall be null and void, and the Partnership shall not reflect on its records any change in record ownership of any AO LTIP Units as a result of any such Transfer, and shall otherwise refuse to recognize any such Transfer.

15. Severability. If, for any reason, any provision of this Award Agreement is held invalid, such invalidity shall not affect any other provision of this Award Agreement not so held invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Award Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Award Agreement, shall to the full extent consistent with law continue in full force and effect.

16. Headings. The headings of paragraphs hereof are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Award Agreement.

17. Counterparts. This Award Agreement may be executed in multiple counterparts with the same effect as if each of the signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

18. Miscellaneous. This Award Agreement may not be amended except in writing signed by the Company and the Employee. Notwithstanding the foregoing, this Award Agreement may be amended in writing signed only by the Company to: (a) correct any errors or ambiguities in this Award Agreement; and/or (b) to make such changes that do not materially adversely affect the Employee's rights hereunder. This grant shall in no

way affect the Employee's participation or benefits under any other plan or benefit program maintained or provided by the Company. In the event of a conflict between this Award Agreement and the Plan or the Partnership Agreement, the Plan or the Partnership Agreement, respectively, shall govern; provided, that the Plan may not be amended in a manner that materially adversely affects the Employee's rights hereunder without the Employee's consent.

19. Intentionally Omitted.

20. Status as a Partner. Unless the Employee is already a partner of the Partnership as of the Grant Date, the Employee shall be admitted as a partner of the Partnership as of the Grant Date with beneficial ownership of the Maximum Number of Appreciation-Only LTIP Units set forth on Schedule A issued to the Employee as of such date pursuant to this Award Agreement by: (A) signing and delivering to the Partnership a copy of this Award Agreement; and (B) signing, as a Limited Partner, and delivering to the Partnership a counterpart signature page to the Partnership Agreement (attached hereto as Exhibit A).

21. Status of AO LTIP Units under the Plan. The AO LTIP Units are both issued as equity securities of the Partnership and granted as awards under the Plan. The Company will have the right at its option, as set forth in the Partnership Agreement, to issue Common Shares in exchange for Partnership Units into which AO LTIP Units may have been converted pursuant to the Partnership Agreement, subject to certain limitations set forth in the Partnership Agreement, and such Common Shares, if issued, will be issued under the Plan. The Employee must be eligible to receive the AO LTIP Units in compliance with applicable federal and state securities laws and to that effect is required to complete, execute and deliver certain covenants, representations and warranties (attached as Exhibit B). The Employee acknowledges that the Employee will have no right to approve or disapprove such determination by the Company.

22. Investment Representations: Registration. The Employee hereby makes the covenants, representations and warranties as set forth on Exhibit B attached hereto. All of such covenants, warranties and representations shall survive the execution and delivery of this Award Agreement by the Employee. The Partnership will have no obligation to register under the Securities Act any AO LTIP Units or any other securities issued pursuant to this Award Agreement or upon conversion or exchange of AO LTIP Units.

23. Data Privacy Consent. In order to administer the Plan and this Award Agreement and to implement or structure future equity grants, the Company and its agents may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Award Agreement (the "Relevant Information"). By entering into this Award Agreement, the Employee (i) authorizes the Company to collect, process, register and transfer to its agents all Relevant Information; and (ii) authorizes the Company and its agents to store and transmit such information in electronic form. The Employee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law and to the extent necessary to administer the Plan and this Award Agreement, and the Company and its agents will keep the Relevant Information confidential except as specifically authorized under this paragraph.

24. Electronic Delivery of Documents. By accepting this Award Agreement, the Employee (i) consents to the electronic delivery of this Award Agreement, all information with respect to the Plan and any reports of the Company provided generally to the Company's stockholders; (ii) acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Employee by contacting the Company by telephone or in writing; (iii) further acknowledges that he or she may revoke his or her consent to electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledges that he or she is not required to consent to electronic delivery of documents.

25. Section 83(b) Election. In connection with this Award Agreement, the Employee hereby agrees to make an election to include in gross income in the year of transfer the fair market value of the applicable AO LTIP Units over the amount paid for them pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, substantially in the form attached hereto as Exhibit C and to supply the necessary information in accordance with the regulations promulgated thereunder.

26. Acknowledgement. The Employee hereby acknowledges and agrees that this Award Agreement and the AO LTIP Units issued hereunder shall constitute satisfaction in full of all obligations of the Company and the Partnership, if any, to grant to the Employee AO LTIP Units pursuant to the terms of any written employment agreement or letter or other written offer or description of employment with the Company and/or the Partnership executed prior to or coincident with the date hereof.

*[signature page follows]*

IN WITNESS WHEREOF, this Award Agreement has been executed by the parties hereto as of the date and year first above written.

**JBG SMITH PROPERTIES**, a Maryland real estate investment trust

By: \_\_\_\_\_  
Name: Steven Museles  
Title: Chief Legal Officer and Secretary

**JBG SMITH PROPERTIES LP**, a Delaware limited partnership

By: JBG SMITH Properties GP LLC, a Delaware limited liability company, its general partner

By: \_\_\_\_\_  
Name: Steven Museles  
Title: Chief Legal Officer and Secretary

EMPLOYEE

Name: \_\_\_\_\_

## EXHIBIT A

### FORM OF LIMITED PARTNER SIGNATURE PAGE

The Employee, desiring to become one of the within named Limited Partners of JBG SMITH Properties LP, hereby accepts all of the terms and conditions of (including, without limitation, the provisions related to powers of attorney), and becomes a party to, the Second Amended and Restated Limited Partnership Agreement, dated December 17, 2020, of JBG SMITH Properties LP, as amended (the "Partnership Agreement"). The Employee agrees that this signature page may be attached to any counterpart of the Partnership Agreement and further agrees as follows (where the term "Limited Partner" refers to the Employee). Capitalized terms used but not defined herein have the meaning ascribed thereto in the Partnership Agreement.

1. The Limited Partner hereby confirms that it has reviewed the terms of the Partnership Agreement and affirms and agrees that it is bound by each of the terms and conditions of the Partnership Agreement, including, without limitation, the provisions thereof relating to limitations and restrictions on the transfer of Partnership Units.

2. The Limited Partner hereby confirms that it is acquiring the Partnership Units for its own account as principal, for investment and not with a view to resale or distribution, and that the Partnership Units may not be transferred or otherwise disposed of by the Limited Partner otherwise than in a transaction pursuant to a registration statement filed by the Partnership (which it has no obligation to file) or that is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and all applicable state and foreign securities laws, and the General Partner may refuse to transfer any Partnership Units as to which evidence of such registration or exemption from registration satisfactory to the General Partner is not provided to it, which evidence may include the requirement of a legal opinion regarding the exemption from such registration. If the General Partner delivers to the Limited Partner common Shares of beneficial interest of the General Partner ("Common Shares") upon redemption of any Partnership Units, the Common Shares will be acquired for the Limited Partner's own account as principal, for investment and not with a view to resale or distribution, and the Common Shares may not be transferred or otherwise disposed of by the Limited Partner otherwise than in a transaction pursuant to a registration statement filed by the General Partner with respect to such Common Shares (which it has no obligation under the Partnership Agreement to file) or that is exempt from the registration requirements of the Securities Act and all applicable state and foreign securities laws, and the General Partner may refuse to transfer any Common Shares as to which evidence of such registration or exemption from such registration satisfactory to the General Partner is not provided to it, which evidence may include the requirement of a legal opinion regarding the exemption from such registration.

3. The Limited Partner hereby affirms that it has appointed the General Partner, any Liquidator and authorized officers and attorneys-in-fact of each, and each of those acting singly, in each case with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, in accordance with Section 2.4 of the Partnership Agreement, which section is hereby incorporated by reference. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the death, incompetency, dissolution, disability, incapacity, bankruptcy or termination

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of the Limited Partner and shall extend to the Limited Partner's heirs, executors, administrators, legal representatives, successors and assigns.

4. The Limited Partner hereby confirms that, notwithstanding any provisions of the Partnership Agreement to the contrary, the AO LTIP Units shall not be redeemable by the Limited Partner pursuant to Section 8.6 of the Partnership Agreement.

5. (a) The Limited Partner hereby irrevocably consents in advance to any amendment to the Partnership Agreement, as may be recommended by the General Partner, intended to avoid the Partnership being treated as a publicly-traded partnership within the meaning of Section 7704 of the Internal Revenue Code, including, without limitation, (x) any amendment to the provisions of Section 8.6 of the Partnership Agreement intended to increase the waiting period between the delivery of a Notice of Redemption and the Specified Redemption Date and/or the Valuation Date to up to sixty (60) days or (y) any other amendment to the Partnership Agreement intended to make the redemption and transfer provisions, with respect to certain redemptions and transfers, more similar to the provisions described in Treasury Regulations Section 1.7704-1(f).

(b) The Limited Partner hereby appoints the General Partner, any Liquidator and authorized officers and attorneys-in-fact of each, and each of those acting singly, in each case with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute and deliver any amendment referred to in the foregoing paragraph 5(a) on the Limited Partner's behalf. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the death, incompetency, dissolution, disability, incapacity, bankruptcy or termination of the Limited Partner and shall extend to the Limited Partner's heirs, executors, administrators, legal representatives, successors and assigns.

6. The Limited Partner agrees that it will not transfer any interest in the Partnership Units (x) through (i) a national, non-U.S., regional, local or other securities exchange, (ii) PORTAL or (iii) an over-the-counter market (including an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers by electronic means or otherwise) or (y) to or through (a) a person, such as a broker or dealer, that makes a market in, or regularly quotes prices for, interests in the Partnership, (b) a person that regularly makes available to the public (including customers or subscribers) bid or offer quotes with respect to any interests in the Partnership and stands ready to effect transactions at the quoted prices for itself or on behalf of others or (c) another readily available, regular and ongoing opportunity to sell or exchange the interest through a public means of obtaining or providing information of offers to buy, sell or exchange the interest.

7. The Limited Partner acknowledges that the General Partner shall be a third-party beneficiary of the representations, covenants and agreements set forth in Sections 4 and 6 hereof. The Limited Partner agrees that it will transfer, whether by assignment or otherwise, Partnership Units only to the General Partner or to transferees that provide the Partnership and the General Partner with the representations and covenants set forth in Sections 4 and 6 hereof.

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8. This acceptance shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

Signature Line for Limited Partner:

Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2024

Address of Limited Partner:

\_\_\_\_\_

## EXHIBIT B

### EMPLOYEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES

The Employee hereby represents, warrants and covenants as follows:

- (a) The Employee has received and had an opportunity to review the following documents (the "Background Documents"):
- (i) The Company's latest Annual Report to Shareholders;
  - (ii) The Company's Proxy Statement for its most recent Annual Meeting of Shareholders;
  - (iii) The Company's Report on Form 10-K for the fiscal year most recently ended;
  - (iv) The Company's Form 10-Q for the most recently ended quarter if one has been filed by the Company with the Securities and Exchange Commission since the filing of the Form 10-K described in clause (iii) above;
  - (v) Each of the Company's Current Report(s) on Form 8-K, if any, filed since the later of the Form 10-K described in clause (iii) above and the Form 10-Q described in clause (iv) above;
  - (vi) The Partnership Agreement; and
  - (vii) The Plan.

The Employee also acknowledges that any delivery of the Background Documents and other information relating to the Company and the Partnership prior to the determination by the Partnership of the suitability of the Employee as a holder of AO LTIP Units shall not constitute an offer of AO LTIP Units until such determination of suitability shall be made.

- (b) The Employee hereby represents and warrants that:

(i) The Employee either (A) is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act"), or (B) by reason of the business and financial experience of the Employee, together with the business and financial experience of those persons, if any, retained by the Employee to represent or advise him with respect to the grant to him of AO LTIP Units, the potential conversion of AO LTIP Units into Common Partnership Units of the Partnership ("Common Units") and the potential redemption of such Common Units for the Company's Common Shares, has such knowledge, sophistication and experience in financial and business matters and in making investment decisions of this type that the Employee (I) is capable of evaluating the merits and risks of an investment in the Partnership and potential investment in the Company and of making an informed investment decision, (II) is capable of protecting his own interest or has engaged representatives or advisors to assist him in protecting his interests, and (III) is capable of bearing the economic risk of such investment.

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(ii) The Employee understands that (A) the Employee is responsible for consulting his own tax advisors with respect to the application of the U.S. federal income tax laws, and the tax laws of any state, local or other taxing jurisdiction to which the Employee is or by reason of the award of AO LTIP Units may become subject, to his particular situation; (B) the Employee has not received or relied upon business or tax advice from the Company, the Partnership or any of their respective employees, agents, consultants or advisors, in their capacity as such; (C) the Employee provides services to the Partnership on a regular basis and in such capacity has access to such information, and has such experience of and involvement in the business and operations of the Partnership, as the Employee believes to be necessary and appropriate to make an informed decision to accept this award of AO LTIP Units; and (D) an investment in the Partnership and/or the Company involves substantial risks. The Employee has been given the opportunity to make a thorough investigation of matters relevant to the AO LTIP Units and has been furnished with, and has reviewed and understands, materials relating to the Partnership and the Company and their respective activities (including, but not limited to, the Background Documents). The Employee has been afforded the opportunity to obtain any additional information (including any exhibits to the Background Documents) deemed necessary by the Employee to verify the accuracy of information conveyed to the Employee. The Employee confirms that all documents, records, and books pertaining to his receipt of AO LTIP Units which were requested by the Employee have been made available or delivered to the Employee. The Employee has had an opportunity to ask questions of and receive answers from the Partnership and the Company, or from a person or persons acting on their behalf, concerning the terms and conditions of the AO LTIP Units. **The Employee has relied upon, and is making its decision solely upon, the Background Documents and other written information provided to the Employee by the Partnership or the Company.**

(iii) The AO LTIP Units to be issued, the Common Units issuable upon conversion of the AO LTIP Units and any Common Shares issued in connection with the redemption of any such Common Units will be acquired for the account of the Employee for investment only and not with a current view to, or with any intention of, a distribution or resale thereof, in whole or in part, or the grant of any participation therein, without prejudice, however, to the Employee's right (subject to the terms of the AO LTIP Units, the Plan and this Award Agreement) at all times to sell or otherwise dispose of all or any part of his AO LTIP Units, Common Units or Common Shares in compliance with the Securities Act, and applicable state securities laws, and subject, nevertheless, to the disposition of his assets being at all times within his control.

(iv) The Employee acknowledges that (A) neither the AO LTIP Units to be issued, nor the Common Units issuable upon conversion of the AO LTIP Units, have been registered under the Securities Act or state securities laws by reason of a specific exemption or exemptions from registration under the Securities Act and applicable state securities laws and, if such AO LTIP Units or Common Units are represented by certificates, such certificates will bear a legend to such effect, (B) the reliance by the Partnership and the Company on such exemptions is predicated in part on the accuracy and completeness of the representations and warranties of the Employee contained herein, (C) such AO LTIP Units or Common

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Units, therefore, cannot be resold unless registered under the Securities Act and applicable state securities laws, or unless an exemption from registration is available, (D) there is no public market for such AO LTIP Units and Common Units and (E) neither the Partnership nor the Company has any obligation or intention to register such AO LTIP Units or the Common Units issuable upon conversion of the AO LTIP Units under the Securities Act or any state securities laws or to take any action that would make available any exemption from the registration requirements of such laws, except that, upon the redemption of the Common Units for Common Shares, the Company may issue such Common Shares under the Plan and pursuant to a Registration Statement on Form S-8 under the Securities Act, to the extent that (I) the Employee is eligible to receive such Common Shares under the Plan at the time of such issuance, (II) the Company has filed a Form S-8 Registration Statement with the Securities and Exchange Commission registering the issuance of such Common Shares and (III) such Form S-8 is effective at the time of the issuance of such Common Shares. The Employee hereby acknowledges that because of the restrictions on transfer or assignment of such AO LTIP Units acquired hereby and the Common Units issuable upon conversion of the AO LTIP Units which are set forth in the Partnership Agreement or this Award Agreement, the Employee may have to bear the economic risk of his ownership of the AO LTIP Units acquired hereby and the Common Units issuable upon conversion of the AO LTIP Units for an indefinite period of time.

(v) The Employee has determined that the AO LTIP Units are a suitable investment for the Employee.

(vi) No representations or warranties have been made to the Employee by the Partnership or the Company, or any officer, director, shareholder, agent or affiliate of any of them, and the Employee has received no information relating to an investment in the Partnership or the AO LTIP Units except the information specified in paragraph (a) above.

(c) So long as the Employee holds any AO LTIP Units, the Employee shall disclose to the Partnership in writing such information as may be reasonably requested with respect to ownership of AO LTIP Units as the Partnership may deem reasonably necessary to ascertain and to establish compliance with provisions of the Code applicable to the Partnership or to comply with requirements of any other appropriate taxing authority.

(d) The Employee hereby agrees to make an election under Section 83(b) of the Code with respect to the AO LTIP Units awarded hereunder, and has delivered with this Award Agreement a completed, executed copy of the election form attached hereto as Exhibit C. The Employee agrees to file the election (or to permit the Partnership to file such election on the Employee's behalf) within thirty (30) days after the award of the AO LTIP Units hereunder with the IRS Service Center at which such Employee files his personal income tax returns.

(e) The address set forth on the signature page of this Award Agreement is the address of the Employee's principal residence, and the Employee has no present intention of becoming a resident of any country, state or jurisdiction other than the country and state in which such residence is sited.

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**EXHIBIT C**

**ELECTION TO INCLUDE IN GROSS INCOME IN YEAR OF TRANSFER OF PROPERTY PURSUANT TO  
SECTION 83(B) OF THE INTERNAL REVENUE CODE**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and taxpayer identification number of the undersigned are:  
  
Name: [ ] (the "Taxpayer")  
  
Address:  
  
Social Security No./Taxpayer Identification No.:
  2. Description of property with respect to which the election is being made:  
  
The election is being made with respect to AO LTIP Units in JBG SMITH Properties LP (the "Partnership").
  3. The date on which the AO LTIP Units were transferred is January 2, 2024. The taxable year to which this election relates is calendar year 2024.
  4. Nature of restrictions to which the AO LTIP Units are subject:
    - (a) With limited exceptions, until the AO LTIP Units vest, the Taxpayer may not transfer in any manner any portion of the AO LTIP Units without the consent of the Partnership.
    - (b) The Taxpayer's AO LTIP Units vest in accordance with the vesting provisions described in the Schedule attached hereto. Unvested AO LTIP Units are forfeited in accordance with the vesting provisions described in the Schedule attached hereto.
  5. The fair market value at time of transfer (determined without regard to any restrictions other than a nonlapse restriction as defined in Treasury Regulations Section 1.83-3(h)) of the AO LTIP Units with respect to which this election is being made was \$0 per AO LTIP Unit.
  6. The amount paid by the Taxpayer for the AO LTIP Units was \$0 per AO LTIP Unit.
  7. A copy of this statement has been furnished to the Partnership and JBG SMITH Properties.  
  
Dated: \_\_\_\_\_  
Name: \_\_\_\_\_
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## SCHEDULE TO EXHIBIT C

### Vesting Provisions of AO LTIP Units

The AO LTIP Units are subject to a combination of time and performance-based vesting, based on relative total shareholder return, over a period commencing on the day after the Grant Date and ending on the fourth anniversary of the Grant Date, provided that the Taxpayer remains an employee of JBG SMITH Properties or its affiliates through the vesting period, subject to acceleration in the event of certain extraordinary transactions or termination of the Taxpayer's service relationship with JBG SMITH Properties (or its affiliate) under specified circumstances. Unvested AO LTIP Units are subject to forfeiture in the event of failure to vest based on the passage of time and continued employment.

**JBG SMITH PROPERTIES**, a Maryland real estate investment trust

By:

\_\_\_\_\_  
Name: Steven Museles  
Title: Chief Legal Officer and  
Secretary

\_\_\_\_\_  
Employee

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## SCHEDULE A TO AWARD AGREEMENT

(Terms being defined are in quotation marks.)

Date of Award Agreement: January 2, 2024

Name of Employee:

Maximum Number of AO LTIP Units Subject to Grant:

Target Number of AO LTIP Units Subject to Grant

"Grant Date": January 2, 2024

"Formation Unit Participation Threshold": \$[ ], which amount represents the greater of the Value on the Grant Date and 110% of the Fair Market Value of a Common Share on the Grant Date.

"Formation Unit Fraction": 10%

"Vesting Amount": "Vesting Dates"/"Vesting Period":

50% of the AO LTIP Units that become Earned AO LTIP Units 1. The third anniversary of the Grant Date

50% of the AO LTIP Units that become Earned AO LTIP Units) 2. The fourth anniversary of the Grant Date

"Earned AO LTIP Units":

The number of AO LTIP Units that will become Earned AO LTIP Units will be determined by the Committee as soon as practicable following the expiration of the Calculation Period based on the Company's Relative Total Shareholder Return as follows:

- If the Company's Relative Total Shareholder Return is at or above the 25<sup>th</sup> percentile and at or below the 75<sup>th</sup> percentile, the number of AO LTIP Units that will become Earned AO LTIP Units is the Target Number.
  - If the Company's Relative Total Shareholder Return is below the 25<sup>th</sup> percentile, the number of AO LTIP Units that will become Earned AO LTIP Units will be determined by reducing the Target Number of AO LTIP Units by 25%.
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- If the Company's Relative Total Shareholder Return is above the 75<sup>th</sup> percentile, the number of AO LTIP Units that will become Earned AO LTIP Units will be determined by increasing the Target Number of AO LTIP Units by 25%.

For purposes of calculating the Earned AO LTIP Units, the following definitions shall apply:

"Baseline Value" for each of the Company and the Peer Companies means the dollar amount representing the average of the Fair Market Value of one share of common stock of such company over the five consecutive trading days ending on, and including, the first day of the Calculation Period.

"Calculation Period" means the period commencing on the Grant Date and ending on the third anniversary of the Grant Date.

"Common Share Price" means, with respect to the Company and each of the Peer Companies, as of a particular date, the average of the Fair Market Value of one share of common stock of such company over all trading days beginning immediately after the first day of the Calculation Period and ending on, and including, such date (or, if such date is not a trading day, the most recent trading day immediately preceding such date); provided, however, that if such date is the date upon which a Transactional Change of Control occurs, the Common Share Price of a share of common stock as of such date shall be equal to the fair value, as determined by the Committee, of the total consideration paid or payable in the transaction resulting in the Transactional Change of Control for one Share, while the Common Share Price as determined in accordance with the remainder of this definition will be used to determine the Common Share Price for the rest of the Peer Companies.

"Fair Market Value" of a security means, as of any given date, the closing sale price reported for such security on the principal stock exchange or, if applicable, any other national exchange on which the security is traded or admitted to trading on such date on which a sale was reported. If there are no market quotations for such date, the determination shall be made by reference to the last day preceding such date for which there are market quotations.

"Peer Companies" means the companies in the FTSE NAREIT Equity Office Index with a market capitalization at the beginning of the Calculation Period greater than \$400 million, but excluding Alexandria Real Estate Equities.

"Relative Total Shareholder Return" means the Company's Total Shareholder Return over the Calculation Period relative to the Total Shareholder Return of the Peer Companies over the Calculation Period expressed as a percentile calculated by dividing the number of such Peer Companies with a Total Shareholder Return less than the Company's Total Shareholder Return by the total number of such Peer Companies.

"Total Shareholder Return" means, for each of the Company and the Peer Companies, with respect to the Calculation Period, the total return (expressed as a percentage) that would have been realized by a shareholder who (a) bought one share of common stock of such company at the Baseline Value on the first day of the Calculation Period, (b) reinvested

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each dividend and other distribution declared during such Calculation Period with respect to such share (and any other shares, or fractions thereof, previously received upon reinvestment of dividends or other distributions or on account of stock dividends), without deduction for any taxes with respect to such dividends or other distributions or any charges in connection with such reinvestment, in additional shares at a price per share equal to (i) the Fair Market Value on the trading day immediately preceding the ex-dividend date for such dividend or other distribution less (ii) the amount of such dividend or other distribution, and (c) sold such shares on the last day of the Calculation Period at the Common Share Price, without deduction for any taxes with respect to any gain on such sale or any charges in connection with such sale. As set forth in, and pursuant to, Section 9 of this Agreement, appropriate adjustments to the Total Shareholder Return shall be made to take into account all stock dividends, stock splits, reverse stock splits and the other events set forth in Section 9 that occur during the Calculation Period.

“Transactional Change of Control” means a Change of Control resulting from any person or group making a tender offer for the Shares, a merger or consolidation where the Company is not the acquirer or surviving entity or consisting of a sale, lease, exchange or other transfer to an unrelated party of all or substantially all of the assets of the Company.

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**AGREEMENT  
EQUITY AWARD IN LIEU OF ANNUAL CASH BONUS**

This AGREEMENT (the "Agreement") is made as of the Grant Date set forth on Schedule A hereto between JBG SMITH Properties, a Maryland real estate investment trust (the "Company"), its subsidiary JBG SMITH Properties LP, a Delaware limited partnership (the "Partnership"), and the employee of the Company or one of its affiliates listed on Schedule A (the "Employee").

RECITALS

A. In accordance with the JBG SMITH Properties 2017 Omnibus Share Plan, as it may be amended from time to time (the "Plan"), the Company desires, in connection with the employment of the Employee, to provide the Employee with an opportunity to acquire LTIP Units (as defined in the agreement of limited partnership of the Partnership, as amended (the "Partnership Agreement")) having the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption and conversion set forth herein, in the Plan and in the Partnership Agreement, in lieu of the Employee's annual cash bonus amount payable for services performed in 2023, and thereby provide additional incentive for the Employee to promote the progress and success of the business of the Company, the Partnership and its Subsidiaries.

B. Schedule A hereto sets forth certain significant details of the LTIP Unit grant herein and is incorporated herein by reference. Capitalized terms used herein and not otherwise defined have the meanings provided in the Partnership Agreement and on Schedule A.

NOW, THEREFORE, the Company, the Partnership and the Employee hereby agree as follows:

AGREEMENT

1. Grant of Restricted LTIP Units. On the terms and conditions set forth below, as well as the terms and conditions of the Plan, the Company hereby grants to the Employee such number of LTIP Units as is set forth on Schedule A (the "Restricted LTIP Units").

2. Vesting. The Restricted LTIP Units will vest immediately upon grant, but shall be subject to such transfer restrictions as may be provided for under the Partnership Agreement and forfeiture as provided in this Agreement.

The Employee shall be entitled to receive distributions with respect to Restricted LTIP Units to the extent provided for in the Partnership Agreement, as modified hereby, if applicable. The Distribution Participation Date (as defined in the Partnership Agreement) for the Restricted LTIP Units shall be the Grant Date.

The Employee shall have the right to vote the Restricted LTIP Units if and when voting is allowed under the Partnership Agreement.

3. Forfeiture of Restricted LTIP Units. Upon completion of the Company's final accounting of the results for the 2023 calendar year and, in any event, no later than March 15, 2024, if (x) the aggregate grant date fair value equivalent of Restricted LTIP Units exceeds (y) the dollar amount of the Employee's bonus actually earned in connection with the Company's short term incentive program approved by the Committee with respect to the

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2023 calendar year, based on a final accounting of the results for the 2023 calendar year, then a number of Restricted LTIP Units equivalent to such excess (as determined by the Company's Chief Executive Officer and Chief Financial Officer) shall be forfeited as of the date of such determination and returned to the Company for delivery to the Partnership and cancellation.

4. Certificates. If certificates representing the LTIP Units are issued by the Partnership, the Company shall deliver to the Grantee certificates representing the number of LTIP Units awarded hereunder. The Grantee agrees that any resale of the LTIP Units (or Shares received upon redemption of or in exchange for LTIP Units or Common Partnership Units of the Partnership into which LTIP Units may have been converted) shall not occur during the "blackout periods" forbidding sales of Company securities, as set forth in the then-applicable Company employee manual or insider trading policy. In addition, any resale shall be made in compliance with the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), or an applicable exemption therefrom, including, without limitation, the exemption provided by Rule 144 promulgated thereunder (or any successor rule).

5. Tax Withholding. The Company or its applicable affiliate has the right, to the extent applicable, to withhold from cash compensation payable to the Employee all applicable income and employment taxes due and owing at the time the applicable portion of the Restricted LTIP Units becomes includible in the Employee's income (the "Withholding Amount"), and/or to delay delivery of Restricted LTIP Units until appropriate arrangements have been made for payment of such withholding. In the alternative, the Company has the right to retain and cancel, or sell or otherwise dispose of, such number of Restricted LTIP Units as have a market value (determined as of the date the applicable LTIP Units vest) approximately equal to the Withholding Amount, with any excess proceeds being paid to Employee.

6. Certain Adjustments. The LTIP Units shall be subject to adjustment as provided in the Partnership Agreement, and except as otherwise provided therein, if (a) the Company shall at any time be involved in a merger, consolidation, dissolution, liquidation, reorganization, exchange of shares, sale of all or substantially all of the assets or stock of the Company, spin-off of a Subsidiary, business unit or other transaction similar thereto, (b) any stock dividend, stock split, reverse stock split, stock combination, reclassification, recapitalization, significant repurchases of stock, or other similar change in the capital structure of the Company, or any extraordinary dividend or other distribution to holders of Shares or Common Partnership Units other than regular dividends shall occur, or (c) any other event shall occur that in each case in the good faith judgment of the Compensation Committee of the Board (the "Committee") necessitates action by way of appropriate equitable adjustment in the terms of this Agreement, the Plan or the LTIP Units, then the Committee shall take such action as it deems necessary to maintain the Employee's rights hereunder so that they are substantially proportionate to the rights existing under this Agreement and the terms of the LTIP Units prior to such event, including, without limitation: (i) adjustments in the LTIP Units; and (ii) substitution of other awards under the Plan or otherwise.

7. No Right to Employment. Nothing herein contained shall affect the right of the Company or any affiliate to terminate the Employee's services, responsibilities and duties at any time for any reason whatsoever.

8. Notice. Any notice to be given to the Company shall be addressed to the Chief Legal Officer, JBG SMITH Properties, 4747 Bethesda Avenue, Suite 200, Bethesda,

Maryland 20814, and any notice to be given the Employee shall be addressed to the Employee at the Employee's address as it appears on the employment records of the Company, or at such other address as the Company or the Employee may hereafter designate in writing to the other.

9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without references to principles of conflict of laws.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the Company and any successors to the Employee by will or the laws of descent and distribution, but this Agreement shall not otherwise be assignable or otherwise subject to hypothecation by the Employee.

11. Transfer; Redemption. None of the LTIP Units shall be sold, assigned, transferred, pledged or otherwise disposed of or encumbered (whether voluntarily or involuntarily or by judgment, levy, attachment, garnishment or other legal or equitable proceeding) (each such action, a "Transfer"), or redeemed in accordance with the Partnership Agreement unless such Transfer is in compliance with all applicable securities laws (including, without limitation, the Securities Act), and such Transfer is in accordance with the applicable terms and conditions of the Partnership Agreement. Any attempted Transfer of LTIP Units not in accordance with the terms and conditions of this Section 11 shall be null and void, and the Partnership shall not reflect on its records any change in record ownership of any LTIP Units as a result of any such Transfer, and shall otherwise refuse to recognize any such Transfer.

The restrictions on Transfer provided for in this Section will also apply to Shares received upon redemption of or in exchange for LTIP Units or Common Partnership Units of the Partnership into which LTIP Units may have been converted.

12. Severability. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not so held invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

13. Headings. The headings of paragraphs hereof are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

14. Counterparts. This Agreement may be executed in multiple counterparts with the same effect as if each of the signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

15. Miscellaneous. This Agreement may not be amended except in writing signed by the Company and the Employee. Notwithstanding the foregoing, this Agreement may be amended in writing signed only by the Company to: (a) correct any errors or ambiguities in this Agreement; and/or (b) to make such changes that do not materially adversely affect the Employee's rights hereunder. This grant shall in no way affect the Employee's participation or benefits under any other plan or benefit program maintained or

provided by the Company. In the event of a conflict between this Agreement and the Plan, the Plan shall govern.

16. Conflict With Employment Agreement. If (and only if) the Employee and the Company or its affiliates have entered into an employment agreement, in the event of any conflict between any of the provisions of this Agreement and any such employment agreement, the provisions of such employment agreement will govern; provided, however, that this Agreement will govern solely to determine the number of Restricted LTIP Units forfeited in accordance with Section 3 of this Agreement. As further provided in Section 7, nothing herein shall imply that any employment agreement exists between the Employee and the Company or its affiliates.

17. Status as a Partner. As of the Grant Date, the Employee shall be admitted as a partner of the Partnership with beneficial ownership of the number of LTIP Units issued to the Employee as of such date pursuant to this Agreement by: (A) signing and delivering to the Partnership a copy of this Agreement; and (B) signing, as a Limited Partner, and delivering to the Partnership a counterpart signature page to the Partnership Agreement (attached hereto as Exhibit A).

18. Status of LTIP Units under the Plan. The LTIP Units are both issued as equity securities of the Partnership and granted as awards under the Plan. The Company will have the right at its option, as set forth in the Partnership Agreement, to issue Shares in exchange for Common Partnership Units into which LTIP Units may have been converted pursuant to the Partnership Agreement, subject to certain limitations set forth in the Partnership Agreement, and such Shares, if issued, will be issued under the Plan. The Employee must be eligible to receive the LTIP Units in compliance with applicable federal and state securities laws and to that effect is required to complete, execute and deliver certain covenants, representations and warranties (attached as Exhibit B). The Employee acknowledges that the Employee will have no right to approve or disapprove such determination by the Company.

19. Investment Representations; Registration. The Employee hereby makes the covenants, representations and warranties as set forth on Exhibit B attached hereto. All of such covenants, warranties and representations shall survive the execution and delivery of this Agreement by the Employee. The Partnership will have no obligation to register under the Securities Act any LTIP Units or any other securities issued pursuant to this Agreement or upon conversion or exchange of LTIP Units.

20. Section 83(b) Election. In connection with this Agreement, the Employee hereby agrees to make an election to include in gross income in the year of transfer the fair market value of the applicable LTIP Units over the amount paid for them pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, substantially in the form attached hereto as Exhibit C and to supply the necessary information in accordance with the regulations promulgated thereunder.

21. Acknowledgement. The Employee hereby acknowledges and agrees that this Agreement and the LTIP Units issued hereunder shall constitute satisfaction in full of all obligations of the Company and the Partnership, if any, to grant to the Employee LTIP Units pursuant to the terms of any written employment agreement or letter or other written offer or description of employment with the Company and/or the Partnership executed prior to or coincident with the date hereof.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written.

JBG SMITH Properties

By: \_\_\_\_\_  
Name: Steven Museles  
Title: Chief Legal Officer and Secretary

JBG SMITH Properties LP

By: \_\_\_\_\_  
Name: Steven Museles  
Title: Chief Legal Officer and Secretary

EMPLOYEE

Name: \_\_\_\_\_  
[ ]

## EXHIBIT A

### FORM OF LIMITED PARTNER SIGNATURE PAGE

The Employee, desiring to become one of the within named Limited Partners of JBG SMITH Properties LP, hereby accepts all of the terms and conditions of (including, without limitation, the provisions related to powers of attorney), and becomes a party to, the Second Amended and Restated Limited Partnership Agreement, dated as of December 17, 2020, of JBG SMITH Properties LP, as amended (the "Partnership Agreement"). The Employee agrees that this signature page may be attached to any counterpart of the Partnership Agreement and further agrees as follows (where the term "Limited Partner" refers to the Employee): Capitalized terms used but not defined herein have the meaning ascribed thereto in the Partnership Agreement.

1. The Limited Partner hereby confirms that it has reviewed the terms of the Partnership Agreement and affirms and agrees that it is bound by each of the terms and conditions of the Partnership Agreement, including, without limitation, the provisions thereof relating to limitations and restrictions on the transfer of Partnership Units.

2. The Limited Partner hereby confirms that it is acquiring the Partnership Units for its own account as principal, for investment and not with a view to resale or distribution, and that the Partnership Units may not be transferred or otherwise disposed of by the Limited Partner otherwise than in a transaction pursuant to a registration statement filed by the Partnership (which it has no obligation to file) or that is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and all applicable state and foreign securities laws, and the General Partner may refuse to transfer any Partnership Units as to which evidence of such registration or exemption from registration satisfactory to the General Partner is not provided to it, which evidence may include the requirement of a legal opinion regarding the exemption from such registration. If the General Partner delivers to the Limited Partner common Shares of beneficial interest of the General Partner ("Common Shares") upon redemption of any Partnership Units, the Common Shares will be acquired for the Limited Partner's own account as principal, for investment and not with a view to resale or distribution, and the Common Shares may not be transferred or otherwise disposed of by the Limited Partner otherwise than in a transaction pursuant to a registration statement filed by the General Partner with respect to such Common Shares (which it has no obligation under the Partnership Agreement to file) or that is exempt from the registration requirements of the Securities Act and all applicable state and foreign securities laws, and the General Partner may refuse to transfer any Common Shares as to which evidence of such registration or exemption from such registration satisfactory to the General Partner is not provided to it, which evidence may include the requirement of a legal opinion regarding the exemption from such registration.

3. The Limited Partner hereby affirms that it has appointed the General Partner, any Liquidator and authorized officers and attorneys-in-fact of each, and each of those acting singly, in each case with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, in accordance with Section 2.4 of the Partnership Agreement, which section is hereby incorporated by reference. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the death, incompetency, dissolution, disability, incapacity, bankruptcy or termination of the Limited Partner and shall extend to the Limited Partner's heirs, executors, administrators, legal representatives, successors and assigns.

Exhibit A-1

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4. The Limited Partner hereby confirms that, notwithstanding any provisions of the Partnership Agreement to the contrary, the LTIP Units shall not be redeemable by the Limited Partner pursuant to Section 8.6 of the Partnership Agreement.

5. (a) The Limited Partner hereby irrevocably consents in advance to any amendment to the Partnership Agreement, as may be recommended by the General Partner, intended to avoid the Partnership being treated as a publicly-traded partnership within the meaning of Section 7704 of the Internal Revenue Code, including, without limitation, (x) any amendment to the provisions of Section 8.6 of the Partnership Agreement intended to increase the waiting period between the delivery of a Notice of Redemption and the Specified Redemption Date and/or the Valuation Date to up to sixty (60) days or (y) any other amendment to the Partnership Agreement intended to make the redemption and transfer provisions, with respect to certain redemptions and transfers, more similar to the provisions described in Treasury Regulations Section 1.7704-1(f).

(b) The Limited Partner hereby appoints the General Partner, any Liquidator and authorized officers and attorneys-in-fact of each, and each of those acting singly, in each case with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute and deliver any amendment referred to in the foregoing paragraph 5(a) on the Limited Partner's behalf. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the death, incompetency, dissolution, disability, incapacity, bankruptcy or termination of the Limited Partner and shall extend to the Limited Partner's heirs, executors, administrators, legal representatives, successors and assigns.

6. The Limited Partner agrees that it will not transfer any interest in the Partnership Units (x) through (i) a national, non-U.S., regional, local or other securities exchange, (ii) PORTAL or (iii) an over-the-counter market (including an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers by electronic means or otherwise) or (y) to or through (a) a person, such as a broker or dealer, that makes a market in, or regularly quotes prices for, interests in the Partnership, (b) a person that regularly makes available to the public (including customers or subscribers) bid or offer quotes with respect to any interests in the Partnership and stands ready to effect transactions at the quoted prices for itself or on behalf of others or (c) another readily available, regular and ongoing opportunity to sell or exchange the interest through a public means of obtaining or providing information of offers to buy, sell or exchange the interest.

7. The Limited Partner acknowledges that the General Partner shall be a third-party beneficiary of the representations, covenants and agreements set forth in Sections 4 and 6 hereof. The Limited Partner agrees that it will transfer, whether by assignment or otherwise, Partnership Units only to the General Partner or to transferees that provide the Partnership and the General Partner with the representations and covenants set forth in Sections 4 and 6 hereof.



8. This acceptance shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

Signature Line for Limited Partner:

Name: \_\_\_\_\_

Date:

Address of Limited Partner:

Exhibit A-3

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## EXHIBIT B

### EMPLOYEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES

The Employee hereby represents, warrants and covenants as follows:

(a) The Employee has received and had an opportunity to review the following documents (the "Background Documents"):

- (i) The Company's latest Annual Report to Shareholders;
- (ii) The Company's Proxy Statement for its most recent Annual Meeting of Shareholders;
- (iii) The Company's Report on Form 10-K for the fiscal year most recently ended;
- (iv) The Company's Form 10-Q for the most recently ended quarter if one has been filed by the Company with the Securities and Exchange Commission since the filing of the Form 10-K described in clause (iii) above;
- (v) Each of the Company's Current Report(s) on Form 8-K, if any, filed since the later of the Form 10-K described in clause (iii) above and the Form 10-Q described in clause (iv) above;
- (vi) The Partnership Agreement; and
- (vii) The Plan.

The Employee also acknowledges that any delivery of the Background Documents and other information relating to the Company and the Partnership prior to the determination by the Partnership of the suitability of the Employee as a holder of LTIP Units shall not constitute an offer of LTIP Units until such determination of suitability shall be made.

(b) The Employee hereby represents and warrants that:

(i) The Employee either (A) is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act"), or (B) by reason of the business and financial experience of the Employee, together with the business and financial experience of those persons, if any, retained by the Employee to represent or advise him with respect to the grant to him of LTIP Units, the potential conversion of LTIP Units into Common Partnership Units of the Partnership ("Common Units") and the potential redemption of such Common Units for the Company's common Shares ("REIT Shares"), has such knowledge, sophistication and experience in financial and business matters and in making investment decisions of this type that the Employee (I) is capable of evaluating the merits and risks of an investment in the Partnership and potential investment in the Company and of making an informed investment decision, (II) is capable of protecting his own interest or has engaged representatives or advisors to assist him in protecting his interests, and (III) is capable of bearing the economic risk of such investment.

Exhibit B-1

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(ii) The Employee understands that (A) the Employee is responsible for consulting his own tax advisors with respect to the application of the U.S. federal income tax laws, and the tax laws of any state, local or other taxing jurisdiction to which the Employee is or by reason of the award of LTIP Units may become subject, to his particular situation; (B) the Employee has not received or relied upon business or tax advice from the Company, the Partnership or any of their respective employees, agents, consultants or advisors, in their capacity as such; (C) the Employee provides services to the Partnership on a regular basis and in such capacity has access to such information, and has such experience of and involvement in the business and operations of the Partnership, as the Employee believes to be necessary and appropriate to make an informed decision to accept this award of LTIP Units; and (D) an investment in the Partnership and/or the Company involves substantial risks. The Employee has been given the opportunity to make a thorough investigation of matters relevant to the LTIP Units and has been furnished with, and has reviewed and understands, materials relating to the Partnership and the Company and their respective activities (including, but not limited to, the Background Documents). The Employee has been afforded the opportunity to obtain any additional information (including any exhibits to the Background Documents) deemed necessary by the Employee to verify the accuracy of information conveyed to the Employee. The Employee confirms that all documents, records, and books pertaining to his receipt of LTIP Units which were requested by the Employee have been made available or delivered to the Employee. The Employee has had an opportunity to ask questions of and receive answers from the Partnership and the Company, or from a person or persons acting on their behalf, concerning the terms and conditions of the LTIP Units. **The Employee has relied upon, and is making its decision solely upon, the Background Documents and other written information provided to the Employee by the Partnership or the Company.**

(iii) The LTIP Units to be issued, the Common Units issuable upon conversion of the LTIP Units and any REIT Shares issued in connection with the redemption of any such Common Units will be acquired for the account of the Employee for investment only and not with a current view to, or with any intention of, a distribution or resale thereof, in whole or in part, or the grant of any participation therein, without prejudice, however, to the Employee's right (subject to the terms of the LTIP Units, the Plan and this Agreement) at all times to sell or otherwise dispose of all or any part of his LTIP Units, Common Units or REIT Shares in compliance with the Securities Act, and applicable state securities laws, and subject, nevertheless, to the disposition of his assets being at all times within his control.

(iv) The Employee acknowledges that (A) neither the LTIP Units to be issued, nor the Common Units issuable upon conversion of the LTIP Units, have been registered under the Securities Act or state securities laws by reason of a specific exemption or exemptions from registration under the Securities Act and applicable state securities laws and, if such LTIP Units or Common Units are represented by certificates, such certificates will bear a

legend to such effect, (B) the reliance by the Partnership and the Company on such exemptions is predicated in part on the accuracy and completeness of the representations and warranties of the Employee contained herein, (C) such LTIP Units or Common Units, therefore, cannot be resold unless registered under the Securities Act and applicable state securities laws, or unless an exemption from registration is available, (D) there is no public market for such LTIP Units and Common Units and (E) neither the Partnership nor the Company has any obligation or intention to register such LTIP Units or the Common Units issuable upon conversion of the LTIP Units under the Securities Act or any state securities laws or to take any action that would make available any exemption from the registration requirements of such laws, except that, upon the redemption of the Common Units for REIT Shares, the Company may issue such REIT Shares under the Plan and pursuant to a Registration Statement on Form S-8 under the Securities Act, to the extent that (I) the Employee is eligible to receive such REIT Shares under the Plan at the time of such issuance, (II) the Company has filed a Form S-8 Registration Statement with the Securities and Exchange Commission registering the issuance of such REIT Shares and (III) such Form S-8 is effective at the time of the issuance of such REIT Shares. The Employee hereby acknowledges that because of the restrictions on transfer or assignment of such LTIP Units acquired hereby and the Common Units issuable upon conversion of the LTIP Units which are set forth in the Partnership Agreement or this Agreement, the Employee may have to bear the economic risk of his ownership of the LTIP Units acquired hereby and the Common Units issuable upon conversion of the LTIP Units for an indefinite period of time.

(v) The Employee has determined that the LTIP Units are a suitable investment for the Employee.

(vi) No representations or warranties have been made to the Employee by the Partnership or the Company, or any officer, director, shareholder, agent or affiliate of any of them, and the Employee has received no information relating to an investment in the Partnership or the LTIP Units except the information specified in paragraph (a) above.

(c) So long as the Employee holds any LTIP Units, the Employee shall disclose to the Partnership in writing such information as may be reasonably requested with respect to ownership of LTIP Units as the Partnership may deem reasonably necessary to ascertain and to establish compliance with provisions of the Code applicable to the Partnership or to comply with requirements of any other appropriate taxing authority.

(d) The Employee hereby agrees to make an election under Section 83(b) of the Code with respect to the LTIP Units awarded hereunder, and has delivered with this Agreement a completed, executed copy of the election form attached hereto as Exhibit C. The Employee agrees to file the election (or to permit the Partnership to file such election on the Employee's behalf) within thirty (30) days after the award of the LTIP Units hereunder with the IRS Service Center at which such Employee files his personal income tax returns.

Exhibit B-3

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(e) The address set forth on the signature page of this Agreement is the address of the Employee's principal residence, and the Employee has no present intention of becoming a resident of any country, state or jurisdiction other than the country and state in which such residence is sited.

Exhibit B-4

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EXHIBIT C

ELECTION TO INCLUDE IN GROSS INCOME IN YEAR OF TRANSFER OF PROPERTY PURSUANT TO  
SECTION 83(B) OF THE INTERNAL REVENUE CODE

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and taxpayer identification number of the undersigned are:  
Name: \_\_\_\_\_ (the "Taxpayer")  
Address: \_\_\_\_\_  
Social Security No./Taxpayer Identification No.: \_\_\_\_\_
2. Description of property with respect to which the election is being made:  
The election is being made with respect to LTIP Units in JBG SMITH Properties LP (the "Partnership").
3. The date on which the LTIP Units were transferred is January 2, 2024. The taxable year to which this election relates is calendar year 2024.
4. Nature of restrictions to which the LTIP Units are subject:
  - (a) With limited exceptions, until the substantial risk of forfeiture with respect to the LTIP Units lapses, the Taxpayer may not transfer in any manner any portion of the LTIP Units without the consent of the Partnership.
  - (b) The substantial risk of forfeiture with respect to Taxpayer's LTIP Units will lapse upon the final assessment of certain corporate and individual performance against performance goals for the 2023 calendar year. LTIP Units not earned based on such assessment will be forfeited.
5. The fair market value at time of transfer (determined without regard to any restrictions other than a nonlapse restriction as defined in Treasury Regulations Section 1.83-3(h)) of the LTIP Units with respect to which this election is being made was \$0 per LTIP Unit.
6. The amount paid by the Taxpayer for the LTIP Units was \$0 per LTIP Unit.
7. A copy of this statement has been furnished to the Partnership and JBG SMITH Properties.  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

## **SCHEDULE A TO AGREEMENT**

(Terms being defined are in quotation marks.)

Date of Agreement:

Name of Employee:

Number of LTIP Units Subject to Grant:

"Grant Date":

A-1

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**FIRST AMENDMENT TO  
SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment") is made as of the 14<sup>th</sup> day of February, 2024 by the undersigned (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into that certain Amended and Restated Employment Agreement dated as of February 18, 2021 (as amended hereby, the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The foregoing Recitals are incorporated into this Amendment by this reference and are deemed restated herein for all relevant purposes.

2. Subsection 8(b)(i)(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(A) if such termination is following the execution of a definitive agreement the consummation of which would result in, or within two years following, a Change in Control of the Company (and such Change in Control does in fact occur) (a “Qualifying CIC Termination”), three times the sum of Executive’s: (x) current Base Salary, and (y) target Annual Bonus, payable in a lump sum within 60 days after the Date of Termination; or”

3. To the extent, if any, that any provision of this Amendment conflicts with or differs from any provision of the Agreement, such provision of this Amendment shall prevail and govern for all purposes and in all respects.

4. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned in the Agreement. Except as modified hereby, all terms and conditions of the Agreement shall remain in full force and effect, which terms and conditions are hereby ratified and confirmed for all purposes and in all respects.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

**COMPANY:**

**EXECUTIVE:**

**JBG SMITH Properties**, a Maryland real estate  
investment trust

By:	<u>/s/ Steven A. Museles</u>	<u>/s/ Kevin Reynolds</u>
	Name: Steven A. Museles	Kevin Reynolds
	Title: Chief Legal Officer and Corporate Secretary	

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## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated as of February 14, 2024, is by and between JBG SMITH Properties, a Maryland real estate investment trust (together with its affiliates, the "Company"), with its principal offices in Bethesda, Maryland and Evan Regan-Levine ("Executive").

### Recitals

Executive is currently employed by the Company; and

The Company and Executive desire to enter into this Agreement to set forth the terms of Executive's continued employment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties hereby agree as follows:

### Agreement

1. Employment. The Company hereby agrees to employ Executive, and Executive hereby accepts such employment, on the terms and conditions hereinafter set forth.

2. Term. The term of Executive's employment hereunder by the Company will commence on the date hereof (the "Effective Date") and will continue until continued until July 18, 2025 (the "Initial Period"). On the expiration of the Initial Period, the term will automatically renew for a one-year period and will continue to renew on the anniversary of July 18, 2025 for one year periods unless either party notifies in writing the other party of nonrenewal at least 180 days prior to the renewal date (the Initial Period and any subsequent renewal periods, the "Employment Period").

3. Position and Duties. During the Employment Period, Executive will serve as Chief Strategy Officer of the Company and will report to the Company's Chief Executive Officer. Executive will have those powers and duties normally associated with the position of Chief Strategy Officer and such other powers and duties as may be reasonably prescribed by or at the direction of the Chief Executive Officer or the board of trustees of the Company (the "Board"), provided that such other powers and duties are consistent with Executive's position as Chief Strategy Officer of the Company. Executive will devote substantially all of his working time, attention and energies during normal business hours (other than absences due to illness or vacation) to the performance of his duties for the Company and its affiliates. Without the consent of the Board, during the Employment Period, Executive will not serve on the board of directors, trustees or any similar governing body of more than one for-profit entity (with the exception of any entity which has been disclosed to the Company on a list provided to the Company by Executive coincident with the execution of this Agreement). Notwithstanding the above, Executive will be permitted, to the extent such activities do not substantially interfere with the performance by Executive of his duties and responsibilities hereunder or violate Section 11(a), (b) or (c) of this Agreement, to (i) manage Executive's (and his immediate family's) personal, financial and legal affairs, and (ii) serve on civic or charitable boards or committees (it being expressly understood and agreed that Executive's continuing to serve on the board and/or committees on which Executive is serving, or with which Executive is otherwise associated, as of the Effective Date (each of which has been disclosed to the Company on a list provided to the Company by Executive coincident with the execution of this Agreement), will be deemed not to interfere with the performance by Executive of his duties and responsibilities under this Agreement).

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4. Place of Performance. The place of employment of Executive will be at the Company's offices in the Washington D.C. metropolitan area.

5. Compensation and Related Matters.

(a) *Base Salary.* During the Employment Period, the Company will pay Executive a base salary at the rate of not less than \$350,000 per year ("Base Salary"). Executive's Base Salary will be paid in approximately equal installments in accordance with the Company's customary payroll practices. Executive's Base Salary shall be reviewed at least annually for possible increase, but not decrease. If Executive's Base Salary is increased by the Company, such increased Base Salary will then constitute the Base Salary for all purposes of this Agreement.

(b) *Annual Bonus.* During the Employment Period, Executive will be entitled to receive an annual bonus ("Annual Bonus") of 100% of Base Salary at target performance, with the actual amount earned payable in cash. Such bonus shall be paid no later than March 15<sup>th</sup> of the year following the year in which it was earned.

(c) *Annual Long-Term Incentive Awards.* Executive has received grants under the Company's long-term incentive compensation plan (the "LTI Plan") consisting of time-based long-term incentive partnership units (the "LTIP Units"), and performance-based long-term incentive partnership units (the "Performance LTIP Units") which contain such terms and conditions as set forth in the applicable award agreements issued pursuant to the LTI Plan. The Executive will be eligible to receive future grants under the LTI Plan, the amount and terms of which will be determined in the sole discretion of the Compensation Committee of the Board.

(d) *Initial Formation Award.* Prior to the date hereof, the Company granted to Executive a certain number of initial formation partnership units (in the form of profits interests which provide for a share of appreciation above the fair market value on the grant date) (the "Initial Formation Award"). Notwithstanding this paragraph 5(d), the parties acknowledge and agree that, if applicable tax laws change such that the Initial Formation Award becomes taxable to Executive as ordinary income, the Initial Formation Award may be restructured by the Company in a way that permits the Company a tax deduction while preserving substantially similar pre-tax economics to Executive.

(e) *Welfare, Pension and Incentive Benefit Plans.* During the Employment Period, Executive will be entitled to participate in such 401(k) and employee welfare and benefit plans and programs of the Company as are made available to the Company's senior level executives or to its employees generally, as such plans or programs may be in effect from time to time, including, without limitation, health, medical, dental, long-term disability and life insurance plans.

(f) *Expenses.* The Company will promptly reimburse Executive for all reasonable business expenses upon the presentation of reasonably itemized statements of such expenses in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

(g) *Vacation.* Executive will be entitled to vacation in accordance with the Company's vacation policy as in effect from time to time.

6. Reasons for Termination. Executive's employment hereunder may or will be terminated during the Employment Period under the following circumstances:

(a) *Death.* Executive's employment hereunder will terminate upon his death.

(b) *Disability.* If, as a result of Executive's incapacity due to physical or mental illness, Executive shall have been substantially unable to perform his duties hereunder for a continuous period of 180 days, and within 30 days after written Notice of Termination is given after such 180-day period, Executive shall not have returned to the substantial performance of his duties on a full-time basis, the Company may terminate Executive's employment hereunder for "Disability". During any period that Executive fails to perform his duties hereunder as a result of incapacity due to physical or mental illness, Executive will continue to receive his full Base Salary set forth in Section 5(a) until his employment terminates.

(c) *Cause.* The Company may terminate Executive's employment for Cause. For purposes of this Agreement, the Company will have "Cause" to terminate Executive's employment upon Executive's:

(i) conviction of, or plea of guilty or nolo contendere to, a felony;

(ii) willful and continued failure to use reasonable best efforts to substantially perform his duties hereunder (other than such failure resulting from Executive's incapacity due to physical or mental illness) that Executive fails to remedy within 30 days after written notice is delivered by the Company to Executive that specifically identifies in reasonable detail the manner in which the Company believes Executive has not used reasonable efforts to perform in all material respects his duties hereunder; or

(iii) willful misconduct (including, but not limited to, a willful breach of the provisions of Section 11) that is materially economically injurious to the Company.

For purposes of this Section 6(c), no act, or failure to act, by Executive will be considered "willful" unless committed in bad faith and without a reasonable belief that the act or omission was in the best interests of the Company.

(d) *Good Reason.* Executive may terminate his employment with "Good Reason" within 120 days after Executive has actual knowledge of the occurrence, without the written consent of Executive, of one of the following events that has not been cured within 30 days after written notice thereof has been given by Executive to the Company setting forth in reasonable detail the basis of the event (provided that such notice must be given to the Company within 60 days of Executive becoming aware of such condition):

(i) a reduction by the Company in Executive's Base Salary or target Annual Bonus under this Agreement;

(ii) a material diminution in Executive's position, authority, duties or responsibilities or the assignment of duties materially and adversely inconsistent with Executive's position as Chief Strategy Officer;

(iii) a relocation of Executive's location of employment to a location outside of the Washington D.C. metropolitan area; or

(iv) the Company's material breach of any provision of this Agreement or any equity agreement, which will be deemed to include (a) Executive not holding the title of Chief Strategy Officer, (b) failure of a successor to the Company to assume this Agreement in accordance with Section 13(a) below and (c) a material change in Executive's reporting relationship such that Executive no longer reports directly to the Company's Chief Executive Officer.

Executive's continued employment during the 90-day period referred to above in this paragraph (d) shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder. Executive's right to terminate his employment hereunder for Good Reason shall not be affected by his incapacity due to physical or mental illness.

(e) *Without Cause.* The Company may terminate Executive's employment hereunder without Cause by providing Executive with a Notice of Termination (as defined in Section 7). This means that, notwithstanding this Agreement, Executive's employment with the Company will be "at will."

(f) *Without Good Reason.* Executive may terminate his employment hereunder without Good Reason by providing the Company with a Notice of Termination.

#### 7. Termination Procedure.

(a) *Notice of Termination.* Any termination of Executive's employment by the Company or by Executive during the Employment Period (other than termination pursuant to Section 6(a)) will be communicated by written Notice of Termination to the other party hereto in accordance with Section 14. For purposes of this Agreement, a "Notice of Termination" means a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated if the termination is based on Sections 6(b), (c) or (d).

(b) *Date of Termination.* "Date of Termination" means (i) if Executive's employment is terminated by his death, the date of his death, (ii) if Executive's employment is terminated pursuant to Section 6(b) (Disability), 30 days after Notice of Termination (provided that Executive shall not have returned to the substantial performance of his duties on a full-time basis during such 30-day period), (iii) upon notice to Executive of the Company's intention to not renew the term of this Agreement, pursuant to Section 2, the last day of the Employment Period, and (iv) if Executive's employment terminates for any other reason, the date on which a Notice of Termination is given or any later date (within 30 days after the giving of such notice) set forth in such Notice of Termination; provided, however, that if such termination is due to a Notice of Termination by Executive, the Company shall have the right to accelerate such notice and make the Date of Termination the date of the Notice of Termination or such other date prior to Executive's intended Date of Termination as the Company deems appropriate, which acceleration shall in no event be deemed a termination by the Company without Cause or constitute Good Reason.

(c) *Removal from any Boards and Position.* Upon the termination of Executive's employment with the Company for any reason, he shall be deemed to resign (i) from the

board of trustees or directors of any subsidiary of the Company and/or any other board to which he has been appointed or nominated by or on behalf of the Company (including the Board), and (ii) from any position with the Company or any subsidiary of the Company, including, but not limited to, as an officer and trustee or director of the Company and any of its subsidiaries.

8. Compensation upon Termination. This Section provides the payments and benefits to be paid or provided to Executive as a result of his termination of employment. Except as provided in this Section 8, Executive shall not be entitled to anything further from the Company as a result of the termination of his employment, regardless of the reason for such termination.

(a) *Termination for Any Reason*. Following the termination of Executive's employment, regardless of the reason for such termination and including, without limitation, a termination of his employment by the Company for Cause or by Executive without Good Reason or upon expiration of the Employment Period, the Company will:

(i) pay Executive (or his estate in the event of his death) as soon as practicable following the Date of Termination (A) any earned but unpaid Base Salary and (B) any accrued and unused vacation pay to the extent provided by the Company's vacation policy as in effect from time to time, through the Date of Termination;

(ii) reimburse Executive as soon as practicable following the Date of Termination for any amounts due Executive pursuant to Section 5(f) (unless such termination occurred as a result of misappropriation of funds); and

(iii) provide Executive with any compensation and/or benefits as may be due or payable to Executive in accordance with the terms and provisions of any employee benefit plans or programs of the Company.

Upon any termination of Executive's employment hereunder, except as otherwise provided herein, Executive (or his beneficiary, legal representative or estate, as the case may be, in the event of his death) shall be entitled to such rights in respect of any equity awards theretofore made to Executive, and to only such rights, as are provided by the plan or the award agreement pursuant to which such equity awards have been granted to Executive or other written agreement or arrangement between Executive and the Company.

(b) *Termination by Company without Cause or by Executive for Good Reason*. If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason, Executive will be entitled to the payments and benefits provided in Section 8(a) hereof and, in addition, the Company will, subject to the following paragraph, pay to Executive (i) the Severance Amount, (ii) the Pro Rata Bonus, (iii) the Medical Benefits,

(iv) notwithstanding anything to the contrary in the plan or award agreement pursuant to which the Executive's equity awards have been granted, the Equity Vesting Benefits, and (v) any unpaid Annual Bonus for the year preceding the year of termination if the relevant measurement period for such bonus concluded prior to the Date of Termination (the "Unpaid Prior Year Bonus").

(i) The "Severance Amount" will be equal to:

(A) if such termination is following the execution of a definitive agreement the consummation of which would result in, or within two years

following, a Change in Control of the Company (and such Change in Control does in fact occur) (a "Qualifying CIC Termination"), three times the sum of Executive's: (x) current Base Salary, and (y) target Annual Bonus, payable in a lump sum within 60 days after the Date of Termination; or

(B) if such termination is not a Qualifying CIC Termination, one times the sum of Executive's (x) current Base Salary, and (y) target Annual Bonus, payable in equal installments over 12 months in accordance with the Company's regular payroll procedures, commencing within 60 days after the Date of Termination.

(ii) The "Pro Rata Bonus" will be equal to:

(A) if such termination is a Qualifying CIC Termination, Executive's target Annual Bonus for the year of termination, paid in a lump sum within 60 days after the Date of Termination; or

(B) if such termination is not a Qualifying CIC Termination, Executive's Annual Bonus earned in the year of termination based on actual performance, paid at the time bonuses are paid to similarly situated employees of the Company;

in either case such amount will be prorated based on the number of days in the year up to and including the Date of Termination and divided by 365.

(iii) The "Medical Benefits" require the Company to provide Executive medical insurance coverage substantially identical to that provided to other senior executives of the Company (which may be provided pursuant to the Consolidated Omnibus Budget Reconciliation Act) for (A) if such termination is a Qualifying CIC Termination, two years following the Termination Date or (B) if such termination is not a Qualifying CIC Termination, 18 months following the Termination Date. If this agreement to provide benefits continuation raises any compliance issues or impositions of penalties under the Patient Protection and Affordable Care Act or other applicable law, then the parties agree to modify this Agreement so that it complies with the terms of such laws without impairing the economic benefit to Executive.

(iv) The "Equity Vesting Benefits" mean:

(A) if such termination is a Qualifying CIC Termination, vesting of all outstanding unvested equity-based awards (including the Initial Formation Award) on the Date of Termination (with Performance LTIP Units and other awards with performance-vesting conditions measured at performance specified in the applicable award agreement); or

(B) if such termination is not a Qualifying CIC Termination, (i) vesting of any outstanding unvested portion of the Initial Formation Award, (ii) vesting of a prorated portion of any Performance LTIP Units and other performance-based awards scheduled to vest on the next vesting date based on the number of days completed in the vesting cycle then in process for such awards up to and including the Date of Termination divided by the total number of days in such vesting cycle, with performance-vesting conditions

measured at performance specified in the award agreement (e.g., if 300 units are granted on January 1, 2025, the award vests in three annual installments, and the Date of Termination is July 1, 2026, then 50% of the 100 units that would vest on January 1, 2027 will vest (if earned based on performance) and the remaining unvested units will be forfeited); provided, however, that if the terms of the award agreement pursuant to which such Performance LTIP Units or other performance-based award have been granted would provide more favorable treatment in the specific circumstance, such terms shall govern and (iii) full vesting of any outstanding unvested LTIP Units and other equity awards without performance-vesting conditions (excluding the Initial Formation Award);

(v) "Change in Control" shall mean:

(A) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d) (2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (1) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of trustees (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section 8(b)(v), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its affiliates or (iv) any acquisition by any corporation pursuant to a transaction that complies with Sections 8(b)(v)(C)(1), 8(b)(v)(C)(2) and 8(b)(v)(C)(3);

(A) Any time at which individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a trustee subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the trustees then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of trustees or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(B) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination



beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (2) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (3) at least a majority of the members of the board of directors or trustees of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(C) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

As a condition to the payments and other benefits pursuant to Section 8(b), Executive must execute a separation and general release agreement in the form attached hereto as Exhibit A (the "Release"), which must become effective within 55 days following the Date of Termination; provided, however, that if Executive's Date of Termination occurs on or after November 1 of a given calendar year, any such payments (except as provided in Section 8(b)(ii)(B)) shall, subject to Section 9 hereof, be paid (or commence to be paid) in January of the immediately following calendar year.

(c) *Disability*. In the event Executive's employment is terminated for Disability pursuant to Section 6(b), Executive will be entitled to the payments and benefits provided in Section 8(a) hereof and (i) vesting of any outstanding unvested portion of the Initial Formation Award, (ii) vesting of a prorated portion of any outstanding unvested Performance LTIP Units scheduled to vest on the next vesting date (if earned pursuant to the terms and conditions of the award agreement) based on the number of days completed in the vesting cycle then in process for such awards up to and including the Date of Termination divided by the total number of days in such vesting cycle); provided, however, that if the terms of the award agreement pursuant to which such Performance LTIP Units has been granted would provide more favorable treatment in the specific circumstance, such terms shall govern, (iii) vesting of all outstanding unvested LTIP Units, (iv) the Pro Rata Bonus and (v) the Unpaid Prior Year Bonus (collectively, the "Death and Disability Vesting Benefits").

(d) *Death*. If Executive's employment is terminated by his death, Executive's beneficiary, legal representative or estate, as the case may be, will be entitled to the payments and benefits provided in Section 8(a) hereof and the Death and Disability Vesting Benefits.

(e) *Nonrenewal of the Agreement by the Company.* Upon notice to Executive of the Company's intention to not renew the term of this Agreement, pursuant to Section 2, and conditioned upon the execution by Executive of the Release, which must become effective within 55 days following the Date of Termination, Executive shall be entitled to receive (i) an amount equal to one times the sum of Executive's (x) current Base Salary, and

(y) target Annual Bonus, payable in equal installments over 12 months in accordance with the Company's regular payroll procedures, commencing within 60 days after the Date of Termination, (ii) the Pro Rata Bonus, (iii) the Equity Vesting Benefits and (iv) the Unpaid Prior Year Bonus. Notwithstanding the foregoing, if upon mutual agreement with Executive to continue Executive's employment with the Company, the Company repudiates the notice described in the preceding sentence, Executive shall not be entitled to any payments described in this Section 8(e). For the avoidance of doubt, following a nonrenewal of the Agreement by the Company, Executive shall continue to be subject to those provisions that survive the termination of this Agreement, including without limitation, those provided in Section 11.

9. 409A and Termination. Notwithstanding the foregoing, if necessary to comply with the restriction in Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code") concerning payments to "specified employees" (as defined in Section 409A of the Code and applicable regulations thereunder, "Section 409A") any payment on account of Executive's separation from service that would otherwise be due hereunder within six months after such separation shall nonetheless be delayed until the first business day of the seventh month following Executive's date of termination and the first such payment shall include the cumulative amount of any payments that would have been paid prior to such date if not for such restriction, together with interest on such cumulative amount during the period of such restriction at a rate, per annum, equal to the applicable federal short-term rate (compounded monthly) in effect under Section 1274(d) of the Code on the Date of Termination. Notwithstanding anything contained herein to the contrary, Executive shall not be considered to have terminated employment with the Company for purposes of Section 8 hereof unless he would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. Notwithstanding anything contained herein to the contrary, if necessary to comply with the restriction in Treas. Reg. § 1.409A-3(c), known as the "anti-toggle" rule, the Severance Amount due upon a Qualifying CIC Termination shall be paid in the form of installment payments to the minimum extent necessary to satisfy such rule.

10. Section 280G. In the event that any payments or benefits otherwise payable to Executive, whether or not pursuant to this Agreement, (1) constitute "parachute payments" within the meaning of Section 280G of the Code, and (2) but for this Section 10, would be subject to the excise tax imposed by Section 4999 of the Code, then such payments and benefits will be either (x) delivered in full, or (y) delivered as to such lesser extent that would result in no portion of such payments and benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income and employment taxes and the excise tax imposed by Section 4999 of the Code (and any equivalent state or local excise taxes), results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such payments and benefits may be taxable under Section 4999 of the Code. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 10 will be made in writing by a nationally-recognized accounting or consulting firm selected by the Company in its discretion (the "Accountants"), whose determination will be conclusive and binding upon Executive and the Company for all purposes, other than in the event of manifest error. The

Company shall request the Accountants to perform all necessary calculations promptly in connection with the applicable Change in Control or termination of employment. For purposes of making the calculations required by this Section 10, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive agree to furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this provision. The Company will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this provision. Any reduction in payments and/or benefits required by this provision will occur in the following order: (1) reduction of cash payments; (2) reduction of vesting acceleration of equity awards; and (3) reduction of other benefits paid or provided to Executive. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant for equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. To the extent requested by Executive, the Company shall cooperate with Executive in good faith in valuing, and the Accountants shall take into account the value of, services to be provided by Executive (including Executive agreeing to refrain from performing services pursuant to a covenant not to compete) before, on or after the date of the transaction which causes the application of Section 280G of the Code such that payments in respect of such services may be considered to be "reasonable compensation" within the meaning of Q&A-9 and Q&A-40 to Q&A 44 of the final regulations under Section 280G of the Code and/or exempt from the definition of the term "parachute payment" within the meaning of Q&A-2(a) of such final regulations in accordance with Q&A-5(a) of such final regulations.

11. Confidential Information, Ownership of Documents; Non-Competition; Non- Solicitation.

(a) *Confidential Information.* During the Employment Period and thereafter, Executive shall hold in a fiduciary capacity for the benefit of the Company all trade secrets and confidential information, knowledge or data relating to the Company and its businesses and investments, which shall have been obtained by Executive during Executive's employment by the Company and which is not generally available public or industry knowledge (other than by acts by Executive in violation of this Agreement). Except as may be required or appropriate in connection with his carrying out his duties under this Agreement, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or any legal process, any statutory obligation or order of any court or statutory tribunal of competent jurisdiction, or as requested by a governmental or administrative agency, or as is necessary in connection with any adversarial proceeding against the Company (in which case Executive shall use his reasonable best efforts in cooperating with the Company (at the Company's expense) in obtaining a protective order against disclosure by a court of competent jurisdiction), communicate or divulge any such trade secrets, information, knowledge or data to anyone other than the Company and those designated by the Company or on behalf of the Company in the furtherance of its business or to perform duties hereunder. For the avoidance of doubt, nothing in this Agreement is intended to impair Executive's rights to make disclosures under any applicable Federal whistleblower law.

(b) *Removal of Documents; Rights to Products.* Executive may not remove any records, files, drawings, documents, models, equipment, and the like relating to the Company's business from the Company's premises without its written consent, unless such removal is in the furtherance of the Company's business or is in connection with Executive's

carrying out his duties under this Agreement and, if so removed, they will be returned to the Company promptly after termination of Executive's employment hereunder, or otherwise promptly after removal if such removal occurs following termination of employment. Executive shall and hereby does assign to the Company all rights to trade secrets and other products relating to the Company's business developed by his alone or in conjunction with others at any time while employed by the Company. In the event of any conflict between the provision of this paragraph and of any applicable employee manual or similar policy of the Company, the provisions of this paragraph will govern.

(c) *Protection of Business.* During the Employment Period and until the (1) first anniversary of the applicable Date of Termination, Executive will not (x) engage in any Competing Business (as defined below) or pursue or attempt to develop any project known to Executive and which the Company is pursuing, developing or attempting to develop as of the Date of Termination (a "Project"), directly or indirectly, alone, in association with or as a shareholder, principal, agent, partner, officer, director, employee or consultant of any other organization or (y) divert to any entity which is engaged in any business conducted by the Company any Project, corporate opportunity or any customer of the Company; and (2) the second anniversary of the applicable Date of Termination, Executive will not solicit any officer, employee (other than secretarial staff) or exclusive or primary consultant of the Company to leave the employ of the Company. Notwithstanding the preceding sentence, Executive shall not be prohibited from owning less than 1% percent of any publicly-traded corporation, whether or not such corporation is in competition with the Company or from owning any passive investment in a hedge fund, private equity fund or similar instrument that, at the time of Executive's acquisition, did not to Executive's knowledge (after reasonable inquiry) hold any investment in any Competing Business (as defined below); provided, that, Executive shall be permitted to invest in mutual funds or ETFs so long as such funds or ETFs are not invested primarily in real estate investment trusts. If, at any time, the provisions of this Section 11(c) shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to duration or scope of activity, this Section 11(c) shall be considered divisible and shall become and be immediately amended to only such duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and Executive agrees that this Section 11(c) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. "Competing Business" means any business the primary business of which is being engaged in by the Company in the Washington, D.C. metropolitan area as a principal business as of the Date of Termination (including, without limitation, the development, owning and operating of commercial real estate and the acquisition and disposition of commercial real estate for the purpose of development, owning and operating such real estate).

(d) *Injunctive Relief.* In addition to any other remedy available to the Company under applicable law, in the event of a breach or threatened breach of this Section 11, Executive agrees that the Company shall be entitled to seek injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, Executive acknowledging that damages would be inadequate and insufficient.

(e) *Forfeiture of Unvested Equity Awards.* In the event that Executive breaches Section 11(a), 11(b) or 11(c), Executive will forfeit his rights to payment or benefits under all outstanding unvested equity awards including any shares, partnership equity or profits interests to be issued in respect thereof.

(f) *Continuing Operation.* Except as specifically provided in this Section 11, the termination of Executive's employment or of this Agreement shall have no effect on the continuing operation of this Section 11.

12. Indemnification.

(a) The Company agrees that if Executive is made a party to or threatened to be made a party to or is requested to be made a witness in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that Executive is or was a trustee, director or officer of the Company or is or was serving at the request of the Company or any subsidiary or either thereof as a trustee, director, officer, member, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to employee benefit plans, whether or not the basis of such Proceeding is alleged action in an official capacity as a trustee, director, officer, member, employee or agent while serving as a trustee, director, officer, member, employee or agent, Executive shall be indemnified and held harmless by the Company to the fullest extent authorized by applicable law (including the advancement of applicable, reasonable legal fees and expenses), as the same exists or may hereafter be amended, against all liabilities, costs, fees and other expenses incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even if Executive has ceased to be an officer, director, trustee or agent, or is no longer employed by the Company and shall inure to the benefit of his heirs, executors and administrators.

(b) Executive will be entitled to coverage under the Company's directors' and officers' liability insurance policy on substantially the same terms as for the Company's other officers.

13. Successors; Binding Agreement.

(a) *Company's Successors.* No rights or obligations of the Company under this Agreement may be assigned or transferred except that the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) *Executive's Successors.* No rights or obligations of Executive under this Agreement may be assigned or transferred by Executive other than his rights to payments or benefits hereunder, which may be transferred only by will or the laws of descent and distribution. If Executive should die following his Date of Termination while any amounts would still be payable to him hereunder if he had continued to live, all such amounts unless otherwise provided herein shall be paid in accordance with the terms of this Agreement to such person or persons so appointed in writing by Executive, or otherwise to his legal representatives or estate.

14. Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered either personally or by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

Address on file with the Company

If to the Company:

JBG SMITH Properties  
4747 Bethesda Avenue, Suite 200  
Bethesda, MD 20814 Attention: Chief  
Legal Officer

15. Resolution of Differences Over Breaches of Agreement. The parties shall use good faith efforts to resolve any controversy or claim arising out of, or relating to this Agreement or the breach thereof, first in accordance with the Company's internal review procedures, except that this requirement shall not apply to any claim or dispute under or relating to Section 11 of this Agreement. If despite their good faith efforts, the parties are unable to resolve such controversy or claim through the Company's internal review procedures, then such controversy or claim shall be resolved by arbitration in Maryland, in accordance with the rules then applicable of the American Arbitration Association (provided that the Company shall pay the filing fee and all hearing fees, arbitrator expenses and compensation fees, and administrative and other fees associated with any such arbitration), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any contest or dispute shall arise between the Company and Executive regarding any provision of this Agreement, the Company shall reimburse Executive for all legal fees and expenses reasonably incurred by Executive in connection with such contest or dispute, but only if Executive is successful in respect of substantially all of Executive's claims brought and pursued in connection with such contest or dispute.

16. Miscellaneous.

(a) *Amendments.* No provisions of this Agreement may be amended, modified, or waived unless such amendment or modification is agreed to in writing signed by Executive and by a duly authorized officer of the Company, and such waiver is set forth in writing and signed by the party to be charged. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(b) *Full Settlement.* The Company's obligations to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder will not (absent fraud or willful misconduct or a termination for Cause) be affected by any set-offs, counterclaims, recoupment, defense, or other claim, right or action that the Company may have against Executive or others. After termination of the Employment Period, in no event will Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts will not be reduced whether or not Executive obtains other employment.

(c) *Governing Law.* The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Maryland without regard to its conflicts of law principles.

17. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, term sheets, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto in respect of such subject matter. Any other prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled, other than any equity agreements or any compensatory plan or program in which Executive is a participant on the Effective Date. For the avoidance of doubt, nothing in this Agreement addresses or impacts in any way the terms of the Common Partnership Units issued to Executive under that certain Unit Issuance Agreement entered into as of July 18, 2017 by and between Executive, the Company and JBG SMITH Properties LP.

18. 409A Compliance.

(a) This Agreement is intended to comply with the requirements of Section 409A. To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A or to the extent any provision in this Agreement must be modified to comply with Section 409A (including, without limitation, Treasury Regulation 1.409A-3(c)), such provision shall be read, or shall be modified (with the mutual consent of the parties, which consent shall not be unreasonably withheld), as the case may be, in such a manner so that all payments due under this Agreement shall comply with Section 409A. For purposes of Section 409A, each payment made under this Agreement shall be treated as a separate payment. In no event may Executive, directly or indirectly, designate the calendar year of payment.

(b) All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit.

(c) Executive further acknowledges that any tax liability incurred by Executive under Section 409A of the Code is solely the responsibility of Executive.

19. Representations. Executive represents and warrants to the Company that he is under no contractual or other binding legal restriction which would prohibit him from entering into and performing under this Agreement or that would limit the performance of his duties under this Agreement.

20. Withholding Taxes. The Company may withhold from any amounts or benefits payable under this Agreement income taxes and payroll taxes that are required to be withheld pursuant to any applicable law or regulation.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of

the parties reflected hereon as the signatories. Photographic, faxed or PDF copies of such signed counterparts may be used in lieu of the originals for any purpose.

*[signature page follows]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**COMPANY:**

**EXECUTIVE:**

**JBG SMITH Properties**, a Maryland real estate investment trust

By:	<u>/s/ Steven A. Museles</u>	<u>/s/ Evan Regan-Levine</u>
	Name: Steven A. Museles	Evan Regan-Levine
	Title: Chief Legal Officer and Corporate Secretary	

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**EXHIBIT A**  
**GENERAL RELEASE AND WAIVER OF CLAIMS**

**General Release AND WAIVER OF CLAIMS** (this "Release"), by Evan Regan-Levine ("Executive") in favor of JBG SMITH Properties, a Maryland real estate investment trust (together with its affiliates, the "Company"), stockholders, beneficial owners of its stock, its current or former officers, directors, employees, members, attorneys and agents, and their predecessors (including Vornado Realty Trust, a Maryland real estate investment trust and Vornado Realty L.P., a Delaware limited partnership (the "Vornado Parties"), and JBG Properties Inc., a Maryland corporation and JBG/Operating Partners, L.P., a Delaware limited partnership), successors and assigns, individually and in their official capacities (together, the "Released Parties").

WHEREAS, Executive has been employed as Chief Strategy Officer; WHEREAS, Executive's employment with the Company was terminated,

effective as of \_\_\_\_\_ (the "Termination Date"); and

WHEREAS, Executive is seeking certain payments under Section 8 [(b)][(e)] of the Employment Agreement entered into by JBG SMITH Properties and the Executive dated as of February [14], 2024 (the "Employment Agreement"), with Company that are conditioned on the effectiveness of this Release.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. General Release. Executive knowingly and voluntarily waives, terminates, cancels, releases and discharges forever the Released Parties from any and all suits, actions, causes of action, claims, allegations, rights, obligations, liabilities, demands, entitlements or charges (collectively, "Claims") that Executive (or Executive's heirs, executors, administrators, successors and assigns) has or may have, whether known, unknown or unforeseen, vested or contingent, by reason of any matter, cause or thing occurring at any time before and including the date of this Release arising under or in connection with Executive's employment or termination of employment with the Company, including, without limitation: Claims under United States federal, state or local law and the national or local law of any foreign country (statutory or decisional), for wrongful, abusive, constructive or unlawful discharge or dismissal, for breach of any contract, or for discrimination based upon race, color, ethnicity, sex, age, national origin, religion, disability, sexual orientation, or any other unlawful criterion or circumstance, including rights or Claims under the Age Discrimination in Employment Act of 1967 ("ADEA"), violations of the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Employee Retirement Income Security Act, the Worker Adjustment Retraining and Notification Act, the Family Medical Leave Act, including all amendments to any of the aforementioned acts; and violations of any other federal, state, or municipal fair employment statutes or laws, including, without limitation, violations of any other law, rule, regulation, or ordinance pertaining to employment, wages, compensation, hours worked, or any other Claims for compensation or bonuses, whether or not paid under any compensation plan or arrangement; breach of contract; tort and other common law Claims; defamation; libel; slander; impairment of economic opportunity; sexual harassment; retaliation; attorneys' fees; emotional distress; intentional infliction of emotional distress; assault; battery, pain and suffering; and punitive or exemplary damages. In addition, in consideration of the provisions of this Release, Executive further agrees to waive any and all rights under the

laws of any jurisdiction in the United States, or any other country, that limit a general release to those Claims that are known or suspected to exist in Executive's favor as of the Effective Date (as defined below).

2. Surviving Claims. Notwithstanding anything herein to the contrary, this Release shall not:

- (i) release any Claims for payment of amounts payable under the Employment Agreement (including under Section 8(b)(e) thereof);
- (ii) release any Claims for employee benefits under plans covered by ERISA to the extent any such Claim may not lawfully be waived or for any payments or benefits under any plans of the Company that have vested in accordance with the terms of such plans;
- (iii) release any Claim that may not lawfully be waived;
- (iv) release any Claim for indemnification and D&O insurance in accordance with the Employment Agreement and with applicable laws and the corporate governance documents of the Company; or
- (v) prohibit Executive from reporting possible violations of federal law or regulation or making other disclosures that are protected under (or claiming any award under) the whistleblower provisions of federal law or regulation.

3. Additional Representations. Executive further represents and warrants that Executive has not filed any civil action, suit, arbitration, administrative charge, or legal proceeding against any Released Party nor, has Executive assigned, pledged, or hypothecated as of the Effective Date any Claim to any person and no other person has an interest in the Claims that he is releasing.

4. Acknowledgements by Executive. Executive acknowledges and agrees that Executive has read this Release in its entirety and that this Release is a general release of all known and unknown Claims. Executive further acknowledges and agrees that:

- (i) this Release does not release, waive or discharge any rights or Claims that may arise for actions or omissions after the Effective Date of this Release and Executive acknowledges that he is not releasing, waiving or discharging any ADEA Claims that may arise after the Effective Date of this Release;
- (ii) Executive is entering into this Release and releasing, waiving and discharging rights or Claims only in exchange for consideration which he is not already entitled to receive;
- (iii) Executive has been advised, and is being advised by the Release, to consult with an attorney before executing this Release; Executive acknowledges that he has consulted with counsel of his choice concerning the terms and conditions of this Release;
- (iv) Executive has been advised, and is being advised by this Release, that he has been given at least [21][45] days within which to consider the Release, but Executive can execute this Release at any time prior to the expiration of such review period; and
- (v) Executive is aware that this Release shall become null and void if he revokes his agreement to this Release within seven (7) days following the date of execution of this Release. Executive may revoke this Release at any time during such seven-day period by delivering (or causing to be delivered) to the Company written notice of his revocation of this Release no later than 5:00 p.m. Eastern time on the seventh (7th) full day following the date of execution of this Release (the "Effective Date"). Executive agrees and acknowledges that a letter of revocation that is not received by such date and time will be invalid and will not revoke this Release.

5. Cooperation With Investigations and Litigation. Executive agrees, upon the Company's request, to reasonably cooperate with the Company in any investigation, litigation, arbitration or regulatory proceeding regarding events that occurred during Executive's tenure with the Company or its affiliate, including making herself reasonably available to consult with Company's counsel, to provide information and to give testimony. Company will reimburse Executive for reasonable out-of-pocket expenses Executive incurs in extending such cooperation, so long as Executive provides advance written notice of Executive's request for reimbursement and provides satisfactory documentation of the expenses. Nothing in this section is intended to, and shall not, restrict or limit the Executive from exercising his or her protected rights in Section 4 hereof or restrict or limit

the Executive from providing truthful information in response to a subpoena, other legal process or valid governmental inquiry.

6. Non-Disparagement. Executive agrees not to make any defamatory or derogatory statements concerning the Company or any of its affiliates or predecessors and their respective directors, officers and employees. Nothing in this section is intended to, and shall not, restrict or limit the Executive from exercising his or her protected rights in Section 2 hereof or restrict or limit the Executive from providing truthful information in response to a subpoena, other legal process or valid governmental inquiry or in the event of litigation between the Executive and the Company or its affiliates.

7. Governing Law. To the extent not subject to federal law, this Release will be governed by and construed in accordance with the law of the State of Maryland applicable to contracts made and to be performed entirely within that state.

8. Severability. If any provision of this Release should be declared to be unenforceable by any administrative agency or court of law, then remainder of the Release shall remain in full force and effect.

9. Captions; Section Headings. Captions and section headings used herein are for convenience only and are not a part of this Release and shall not be used in construing it.

10. Counterparts; Facsimile Signatures. This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument without the production of any other counterpart. Any signature on this Release, delivered by either party by photographic, facsimile or PDF shall be deemed to be an original signature thereto.

IN WITNESS WHEREOF, Executive has signed this Release on \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_. **[To be dated on or after the Termination Date.]**

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated as of February 14, 2024, is by and between JBG SMITH Properties, a Maryland real estate investment trust (together with its affiliates, the "Company"), with its principal offices in Bethesda, Maryland and David Ritchey ("Executive").

### Recitals

Executive is currently employed by the Company; and

The Company and Executive desire to enter into this Agreement to set forth the terms of Executive's continued employment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties hereby agree as follows:

### Agreement

1. Employment. The Company hereby agrees to employ Executive, and Executive hereby accepts such employment, on the terms and conditions hereinafter set forth.

2. Term. The term of Executive's employment hereunder by the Company will commence on the date hereof (the "Effective Date") and will continue until continued until July 18, 2025 (the "Initial Period"). On the expiration of the Initial Period, the term will automatically renew for a one-year period and will continue to renew on the anniversary of July 18, 2025 for one year periods unless either party notifies in writing the other party of nonrenewal at least 180 days prior to the renewal date (the Initial Period and any subsequent renewal periods, the "Employment Period").

3. Position and Duties. During the Employment Period, Executive will serve as Chief Commercial Officer of the Company and will report to the Company's Chief Executive Officer. Executive will have those powers and duties normally associated with the position of Chief Commercial Officer and such other powers and duties as may be reasonably prescribed by or at the direction of the Chief Executive Officer or the board of trustees of the Company (the "Board"), provided that such other powers and duties are consistent with Executive's position as Chief Commercial Officer of the Company. Executive will devote substantially all of his working time, attention and energies during normal business hours (other than absences due to illness or vacation) to the performance of his duties for the Company and its affiliates. Without the consent of the Board, during the Employment Period, Executive will not serve on the board of directors, trustees or any similar governing body of more than one for-profit entity (with the exception of any entity which has been disclosed to the Company on a list provided to the Company by Executive coincident with the execution of this Agreement). Notwithstanding the above, Executive will be permitted, to the extent such activities do not substantially interfere with the performance by Executive of his duties and responsibilities hereunder or violate Section 11(a), (b) or (c) of this Agreement, to (i) manage Executive's (and his immediate family's) personal, financial and legal affairs, and (ii) serve on civic or charitable boards or committees (it being expressly understood and agreed that Executive's continuing to serve on the board and/or committees on which Executive is serving, or with which Executive is otherwise associated, as of the Effective Date (each of

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which has been disclosed to the Company on a list provided to the Company by Executive coincident with the execution of this Agreement), will be deemed not to interfere with the performance by Executive of his duties and responsibilities under this Agreement).

4. Place of Performance. The place of employment of Executive will be at the Company's offices in the Washington D.C. metropolitan area.

5. Compensation and Related Matters.

(a) *Base Salary*. During the Employment Period, the Company will pay Executive a base salary at the rate of not less than \$500,000 per year ("Base Salary"). Executive's Base Salary will be paid in approximately equal installments in accordance with the Company's customary payroll practices. Executive's Base Salary shall be reviewed at least annually for possible increase, but not decrease. If Executive's Base Salary is increased by the Company, such increased Base Salary will then constitute the Base Salary for all purposes of this Agreement.

(b) *Annual Bonus*. During the Employment Period, Executive will be entitled to receive an annual bonus ("Annual Bonus") of 100% of Base Salary at target performance, with the actual amount earned payable in cash. Such bonus shall be paid no later than March 15<sup>th</sup> of the year following the year in which it was earned.

(c) *Annual Long-Term Incentive Awards*. Executive has received grants under the Company's long-term incentive compensation plan (the "LTI Plan") consisting of time-based long-term incentive partnership units (the "LTIP Units"), and performance-based long-term incentive partnership units (the "Performance LTIP Units") which contain such terms and conditions as set forth in the applicable award agreements issued pursuant to the LTI Plan. The Executive will be eligible to receive future grants under the LTI Plan, the amount and terms of which will be determined in the sole discretion of the Compensation Committee of the Board.

(d) *Initial Formation Award*. Prior to the date hereof, the Company granted to Executive a certain number of initial formation partnership units (in the form of profits interests which provide for a share of appreciation above the fair market value on the grant date) (the "Initial Formation Award"). Notwithstanding this paragraph 5(d), the parties acknowledge and agree that, if applicable tax laws change such that the Initial Formation Award becomes taxable to Executive as ordinary income, the Initial Formation Award may be restructured by the Company in a way that permits the Company a tax deduction while preserving substantially similar pre-tax economics to Executive.

(e) *Welfare, Pension and Incentive Benefit Plans*. During the Employment Period, Executive will be entitled to participate in such 401(k) and employee welfare and benefit plans and programs of the Company as are made available to the Company's senior level executives or to its employees generally, as such plans or programs may be in effect from time to time, including, without limitation, health, medical, dental, long-term disability and life insurance plans.

(f) *Expenses*. The Company will promptly reimburse Executive for all reasonable business expenses upon the presentation of reasonably itemized statements of such expenses in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

(g) *Vacation.* Executive will be entitled to vacation in accordance with the Company's vacation policy as in effect from time to time.

6. Reasons for Termination. Executive's employment hereunder may or will be terminated during the Employment Period under the following circumstances:

(a) *Death.* Executive's employment hereunder will terminate upon his death.

(b) *Disability.* If, as a result of Executive's incapacity due to physical or mental illness, Executive shall have been substantially unable to perform his duties hereunder for a continuous period of 180 days, and within 30 days after written Notice of Termination is given after such 180-day period, Executive shall not have returned to the substantial performance of his duties on a full-time basis, the Company may terminate Executive's employment hereunder for "Disability". During any period that Executive fails to perform his duties hereunder as a result of incapacity due to physical or mental illness, Executive will continue to receive his full Base Salary set forth in Section 5(a) until his employment terminates.

(c) *Cause.* The Company may terminate Executive's employment for Cause. For purposes of this Agreement, the Company will have "Cause" to terminate Executive's employment upon Executive's:

(i) conviction of, or plea of guilty or nolo contendere to, a felony;

(ii) willful and continued failure to use reasonable best efforts to substantially perform his duties hereunder (other than such failure resulting from Executive's incapacity due to physical or mental illness) that Executive fails to remedy within 30 days after written notice is delivered by the Company to Executive that specifically identifies in reasonable detail the manner in which the Company believes Executive has not used reasonable efforts to perform in all material respects his duties hereunder; or

(iii) willful misconduct (including, but not limited to, a willful breach of the provisions of Section 11) that is materially economically injurious to the Company.

For purposes of this Section 6(c), no act, or failure to act, by Executive will be considered "willful" unless committed in bad faith and without a reasonable belief that the act or omission was in the best interests of the Company.

(d) *Good Reason.* Executive may terminate his employment with "Good Reason" within 120 days after Executive has actual knowledge of the occurrence, without the written consent of Executive, of one of the following events that has not been cured within 30 days after written notice thereof has been given by Executive to the Company setting forth in reasonable detail the basis of the event (provided that such notice must be given to the Company within 60 days of Executive becoming aware of such condition):

(i) a reduction by the Company in Executive's Base Salary or target Annual Bonus under this Agreement;

(ii) a material diminution in Executive's position, authority, duties or responsibilities or the assignment of duties materially and adversely inconsistent with Executive's position as Chief Commercial Officer;



(iii) a relocation of Executive's location of employment to a location outside of the Washington D.C. metropolitan area; or

(iv) the Company's material breach of any provision of this Agreement or any equity agreement, which will be deemed to include (a) Executive not holding the title of Chief Commercial Officer, (b) failure of a successor to the Company to assume this Agreement in accordance with Section 13(a) below and (c) a material change in Executive's reporting relationship such that Executive no longer reports directly to the Company's Chief Executive Officer.

Executive's continued employment during the 90-day period referred to above in this paragraph (d) shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder. Executive's right to terminate his employment hereunder for Good Reason shall not be affected by his incapacity due to physical or mental illness.

(e) *Without Cause.* The Company may terminate Executive's employment hereunder without Cause by providing Executive with a Notice of Termination (as defined in Section 7). This means that, notwithstanding this Agreement, Executive's employment with the Company will be "at will."

(f) *Without Good Reason.* Executive may terminate his employment hereunder without Good Reason by providing the Company with a Notice of Termination.

7. Termination Procedure.

(a) *Notice of Termination.* Any termination of Executive's employment by the Company or by Executive during the Employment Period (other than termination pursuant to Section 6(a)) will be communicated by written Notice of Termination to the other party hereto in accordance with Section 14. For purposes of this Agreement, a "Notice of Termination" means a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated if the termination is based on Sections 6(b), (c) or (d).

(b) *Date of Termination.* "Date of Termination" means (i) if Executive's employment is terminated by his death, the date of his death, (ii) if Executive's employment is terminated pursuant to Section 6(b) (Disability), 30 days after Notice of Termination (provided that Executive shall not have returned to the substantial performance of his duties on a full-time basis during such 30-day period), (iii) upon notice to Executive of the Company's intention to not renew the term of this Agreement, pursuant to Section 2, the last day of the Employment Period, and (iv) if Executive's employment terminates for any other reason, the date on which a Notice of Termination is given or any later date (within 30 days after the giving of such notice) set forth in such Notice of Termination; provided, however, that if such termination is due to a Notice of Termination by Executive, the Company shall have the right to accelerate such notice and make the Date of Termination the date of the Notice of Termination or such other date prior to Executive's intended Date of Termination as the Company deems appropriate, which acceleration shall in no event be deemed a termination by the Company without Cause or constitute Good Reason.

(c) *Removal from any Boards and Position.* Upon the termination of Executive's employment with the Company for any reason, he shall be deemed to resign (i) from the

board of trustees or directors of any subsidiary of the Company and/or any other board to which he has been appointed or nominated by or on behalf of the Company (including the Board), and (ii) from any position with the Company or any subsidiary of the Company, including, but not limited to, as an officer and trustee or director of the Company and any of its subsidiaries.

8. Compensation upon Termination. This Section provides the payments and benefits to be paid or provided to Executive as a result of his termination of employment. Except as provided in this Section 8, Executive shall not be entitled to anything further from the Company as a result of the termination of his employment, regardless of the reason for such termination.

(a) *Termination for Any Reason*. Following the termination of Executive's employment, regardless of the reason for such termination and including, without limitation, a termination of his employment by the Company for Cause or by Executive without Good Reason or upon expiration of the Employment Period, the Company will:

(i) pay Executive (or his estate in the event of his death) as soon as practicable following the Date of Termination (A) any earned but unpaid Base Salary and (B) any accrued and unused vacation pay to the extent provided by the Company's vacation policy as in effect from time to time, through the Date of Termination;

(ii) reimburse Executive as soon as practicable following the Date of Termination for any amounts due Executive pursuant to Section 5(f) (unless such termination occurred as a result of misappropriation of funds); and

(iii) provide Executive with any compensation and/or benefits as may be due or payable to Executive in accordance with the terms and provisions of any employee benefit plans or programs of the Company.

Upon any termination of Executive's employment hereunder, except as otherwise provided herein, Executive (or his beneficiary, legal representative or estate, as the case may be, in the event of his death) shall be entitled to such rights in respect of any equity awards theretofore made to Executive, and to only such rights, as are provided by the plan or the award agreement pursuant to which such equity awards have been granted to Executive or other written agreement or arrangement between Executive and the Company.

(b) *Termination by Company without Cause or by Executive for Good Reason*. If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason, Executive will be entitled to the payments and benefits provided in Section 8(a) hereof and, in addition, the Company will, subject to the following paragraph, pay to Executive (i) the Severance Amount, (ii) the Pro Rata Bonus, (iii) the Medical Benefits,

(iv) notwithstanding anything to the contrary in the plan or award agreement pursuant to which the Executive's equity awards have been granted, the Equity Vesting Benefits, and (v) any unpaid Annual Bonus for the year preceding the year of termination if the relevant measurement period for such bonus concluded prior to the Date of Termination (the "Unpaid Prior Year Bonus").

(i) The "Severance Amount" will be equal to:

(A) if such termination is following the execution of a definitive agreement the consummation of which would result in, or within two years

following, a Change in Control of the Company (and such Change in Control does in fact occur) (a "Qualifying CIC Termination"), three times the sum of Executive's: (x) current Base Salary, and (y) target Annual Bonus, payable in a lump sum within 60 days after the Date of Termination; or

(B) if such termination is not a Qualifying CIC Termination, one times the sum of Executive's (x) current Base Salary, and (y) target Annual Bonus, payable in equal installments over 12 months in accordance with the Company's regular payroll procedures, commencing within 60 days after the Date of Termination.

(ii) The "Pro Rata Bonus" will be equal to:

(A) if such termination is a Qualifying CIC Termination, Executive's target Annual Bonus for the year of termination, paid in a lump sum within 60 days after the Date of Termination; or

(B) if such termination is not a Qualifying CIC Termination, Executive's Annual Bonus earned in the year of termination based on actual performance, paid at the time bonuses are paid to similarly situated employees of the Company;

in either case such amount will be prorated based on the number of days in the year up to and including the Date of Termination and divided by 365.

(iii) The "Medical Benefits" require the Company to provide Executive medical insurance coverage substantially identical to that provided to other senior executives of the Company (which may be provided pursuant to the Consolidated Omnibus Budget Reconciliation Act) for (A) if such termination is a Qualifying CIC Termination, two years following the Termination Date or (B) if such termination is not a Qualifying CIC Termination, 18 months following the Termination Date. If this agreement to provide benefits continuation raises any compliance issues or impositions of penalties under the Patient Protection and Affordable Care Act or other applicable law, then the parties agree to modify this Agreement so that it complies with the terms of such laws without impairing the economic benefit to Executive.

(iv) The "Equity Vesting Benefits" mean:

(A) if such termination is a Qualifying CIC Termination, vesting of all outstanding unvested equity-based awards (including the Initial Formation Award) on the Date of Termination (with Performance LTIP Units and other awards with performance-vesting conditions measured at performance specified in the applicable award agreement); or

(B) if such termination is not a Qualifying CIC Termination, (i) vesting of any outstanding unvested portion of the Initial Formation Award, (ii) vesting of a prorated portion of any Performance LTIP Units and other performance-based awards scheduled to vest on the next vesting date based on the number of days completed in the vesting cycle then in process for such awards up to and including the Date of Termination divided by the total number of days in such vesting cycle, with performance-vesting conditions

measured at performance specified in the award agreement (e.g., if 300 units are granted on January 1, 2025, the award vests in three annual installments, and the Date of Termination is July 1, 2026, then 50% of the 100 units that would vest on January 1, 2027 will vest (if earned based on performance) and the remaining unvested units will be forfeited); provided, however, that if the terms of the award agreement pursuant to which such Performance LTIP Units or other performance-based award have been granted would provide more favorable treatment in the specific circumstance, such terms shall govern and (iii) full vesting of any outstanding unvested LTIP Units and other equity awards without performance-vesting conditions (excluding the Initial Formation Award);

(v) "Change in Control" shall mean:

(A) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d) (2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (1) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of trustees (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section 8(b)(v), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its affiliates or (iv) any acquisition by any corporation pursuant to a transaction that complies with Sections 8(b)(v)(C)(1), 8(b)(v)(C)(2) and 8(b)(v)(C)(3);

(A) Any time at which individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a trustee subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the trustees then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of trustees or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(B) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination

beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors or trustees, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (2) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (3) at least a majority of the members of the board of directors or trustees of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(C) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

As a condition to the payments and other benefits pursuant to Section 8(b), Executive must execute a separation and general release agreement in the form attached hereto as Exhibit A (the "Release"), which must become effective within 55 days following the Date of Termination; provided, however, that if Executive's Date of Termination occurs on or after November 1 of a given calendar year, any such payments (except as provided in Section 8(b)(ii)(B)) shall, subject to Section 9 hereof, be paid (or commence to be paid) in January of the immediately following calendar year.

(c) *Disability*. In the event Executive's employment is terminated for Disability pursuant to Section 6(b), Executive will be entitled to the payments and benefits provided in Section 8(a) hereof and (i) vesting of any outstanding unvested portion of the Initial Formation Award, (ii) vesting of a prorated portion of any outstanding unvested Performance LTIP Units scheduled to vest on the next vesting date (if earned pursuant to the terms and conditions of the award agreement) based on the number of days completed in the vesting cycle then in process for such awards up to and including the Date of Termination divided by the total number of days in such vesting cycle); provided, however, that if the terms of the award agreement pursuant to which such Performance LTIP Units has been granted would provide more favorable treatment in the specific circumstance, such terms shall govern, (iii) vesting of all outstanding unvested LTIP Units, (iv) the Pro Rata Bonus and (v) the Unpaid Prior Year Bonus (collectively, the "Death and Disability Vesting Benefits").

(d) *Death*. If Executive's employment is terminated by his death, Executive's beneficiary, legal representative or estate, as the case may be, will be entitled to the payments and benefits provided in Section 8(a) hereof and the Death and Disability Vesting Benefits.

(e) *Nonrenewal of the Agreement by the Company.* Upon notice to Executive of the Company's intention to not renew the term of this Agreement, pursuant to Section 2, and conditioned upon the execution by Executive of the Release, which must become effective within 55 days following the Date of Termination, Executive shall be entitled to receive (i) an amount equal to one times the sum of Executive's (x) current Base Salary, and (y) target Annual Bonus, payable in equal installments over 12 months in accordance with the Company's regular payroll procedures, commencing within 60 days after the Date of Termination, (ii) the Pro Rata Bonus, (iii) the Equity Vesting Benefits and (iv) the Unpaid Prior Year Bonus. Notwithstanding the foregoing, if upon mutual agreement with Executive to continue Executive's employment with the Company, the Company repudiates the notice described in the preceding sentence, Executive shall not be entitled to any payments described in this Section 8(e). For the avoidance of doubt, following a nonrenewal of the Agreement by the Company, Executive shall continue to be subject to those provisions that survive the termination of this Agreement, including without limitation, those provided in Section 11.

9. 409A and Termination. Notwithstanding the foregoing, if necessary to comply with the restriction in Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code") concerning payments to "specified employees" (as defined in Section 409A of the Code and applicable regulations thereunder, "Section 409A") any payment on account of Executive's separation from service that would otherwise be due hereunder within six months after such separation shall nonetheless be delayed until the first business day of the seventh month following Executive's date of termination and the first such payment shall include the cumulative amount of any payments that would have been paid prior to such date if not for such restriction, together with interest on such cumulative amount during the period of such restriction at a rate, per annum, equal to the applicable federal short-term rate (compounded monthly) in effect under Section 1274(d) of the Code on the Date of Termination. Notwithstanding anything contained herein to the contrary, Executive shall not be considered to have terminated employment with the Company for purposes of Section 8 hereof unless he would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. Notwithstanding anything contained herein to the contrary, if necessary to comply with the restriction in Treas. Reg. § 1.409A-3(c), known as the "anti-toggle" rule, the Severance Amount due upon a Qualifying CIC Termination shall be paid in the form of installment payments to the minimum extent necessary to satisfy such rule.

10. Section 280G. In the event that any payments or benefits otherwise payable to Executive, whether or not pursuant to this Agreement, (1) constitute "parachute payments" within the meaning of Section 280G of the Code, and (2) but for this Section 10, would be subject to the excise tax imposed by Section 4999 of the Code, then such payments and benefits will be either (x) delivered in full, or (y) delivered as to such lesser extent that would result in no portion of such payments and benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income and employment taxes and the excise tax imposed by Section 4999 of the Code (and any equivalent state or local excise taxes), results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such payments and benefits may be taxable under Section 4999 of the Code. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 10 will be made in writing by a nationally-recognized accounting or consulting firm selected by the Company in its discretion (the "Accountants"), whose determination will be conclusive and binding upon Executive and the Company for all purposes, other than in the event of manifest error. The

Company shall request the Accountants to perform all necessary calculations promptly in connection with the applicable Change in Control or termination of employment. For purposes of making the calculations required by this Section 10, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive agree to furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this provision. The Company will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this provision. Any reduction in payments and/or benefits required by this provision will occur in the following order: (1) reduction of cash payments; (2) reduction of vesting acceleration of equity awards; and (3) reduction of other benefits paid or provided to Executive. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant for equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. To the extent requested by Executive, the Company shall cooperate with Executive in good faith in valuing, and the Accountants shall take into account the value of, services to be provided by Executive (including Executive agreeing to refrain from performing services pursuant to a covenant not to compete) before, on or after the date of the transaction which causes the application of Section 280G of the Code such that payments in respect of such services may be considered to be "reasonable compensation" within the meaning of Q&A-9 and Q&A-40 to Q&A 44 of the final regulations under Section 280G of the Code and/or exempt from the definition of the term "parachute payment" within the meaning of Q&A-2(a) of such final regulations in accordance with Q&A-5(a) of such final regulations.

11. Confidential Information, Ownership of Documents; Non-Competition; Non- Solicitation.

(a) *Confidential Information.* During the Employment Period and thereafter, Executive shall hold in a fiduciary capacity for the benefit of the Company all trade secrets and confidential information, knowledge or data relating to the Company and its businesses and investments, which shall have been obtained by Executive during Executive's employment by the Company and which is not generally available public or industry knowledge (other than by acts by Executive in violation of this Agreement). Except as may be required or appropriate in connection with his carrying out his duties under this Agreement, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or any legal process, any statutory obligation or order of any court or statutory tribunal of competent jurisdiction, or as requested by a governmental or administrative agency, or as is necessary in connection with any adversarial proceeding against the Company (in which case Executive shall use his reasonable best efforts in cooperating with the Company (at the Company's expense) in obtaining a protective order against disclosure by a court of competent jurisdiction), communicate or divulge any such trade secrets, information, knowledge or data to anyone other than the Company and those designated by the Company or on behalf of the Company in the furtherance of its business or to perform duties hereunder. For the avoidance of doubt, nothing in this Agreement is intended to impair Executive's rights to make disclosures under any applicable Federal whistleblower law.

(b) *Removal of Documents; Rights to Products.* Executive may not remove any records, files, drawings, documents, models, equipment, and the like relating to the Company's business from the Company's premises without its written consent, unless such removal is in the furtherance of the Company's business or is in connection with Executive's

carrying out his duties under this Agreement and, if so removed, they will be returned to the Company promptly after termination of Executive's employment hereunder, or otherwise promptly after removal if such removal occurs following termination of employment. Executive shall and hereby does assign to the Company all rights to trade secrets and other products relating to the Company's business developed by his alone or in conjunction with others at any time while employed by the Company. In the event of any conflict between the provision of this paragraph and of any applicable employee manual or similar policy of the Company, the provisions of this paragraph will govern.

(c) *Protection of Business.* During the Employment Period and until the (1) first anniversary of the applicable Date of Termination, Executive will not (x) engage in any Competing Business (as defined below) or pursue or attempt to develop any project known to Executive and which the Company is pursuing, developing or attempting to develop as of the Date of Termination (a "Project"), directly or indirectly, alone, in association with or as a shareholder, principal, agent, partner, officer, director, employee or consultant of any other organization or (y) divert to any entity which is engaged in any business conducted by the Company any Project, corporate opportunity or any customer of the Company; and (2) the second anniversary of the applicable Date of Termination, Executive will not solicit any officer, employee (other than secretarial staff) or exclusive or primary consultant of the Company to leave the employ of the Company. Notwithstanding the preceding sentence, Executive shall not be prohibited from owning less than 1% percent of any publicly-traded corporation, whether or not such corporation is in competition with the Company or from owning any passive investment in a hedge fund, private equity fund or similar instrument that, at the time of Executive's acquisition, did not to Executive's knowledge (after reasonable inquiry) hold any investment in any Competing Business (as defined below); provided, that, Executive shall be permitted to invest in mutual funds or ETFs so long as such funds or ETFs are not invested primarily in real estate investment trusts. If, at any time, the provisions of this Section 11(c) shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to duration or scope of activity, this Section 11(c) shall be considered divisible and shall become and be immediately amended to only such duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and Executive agrees that this Section 11(c) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. "Competing Business" means any business the primary business of which is being engaged in by the Company in the Washington, D.C. metropolitan area as a principal business as of the Date of Termination (including, without limitation, the development, owning and operating of commercial real estate and the acquisition and disposition of commercial real estate for the purpose of development, owning and operating such real estate).

(d) *Injunctive Relief.* In addition to any other remedy available to the Company under applicable law, in the event of a breach or threatened breach of this Section 11, Executive agrees that the Company shall be entitled to seek injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, Executive acknowledging that damages would be inadequate and insufficient.

(e) *Forfeiture of Unvested Equity Awards.* In the event that Executive breaches Section 11(a), 11(b) or 11(c), Executive will forfeit his rights to payment or benefits under all outstanding unvested equity awards including any shares, partnership equity or profits interests to be issued in respect thereof.



(f) *Continuing Operation.* Except as specifically provided in this Section 11, the termination of Executive's employment or of this Agreement shall have no effect on the continuing operation of this Section 11.

12. Indemnification.

(a) The Company agrees that if Executive is made a party to or threatened to be made a party to or is requested to be made a witness in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that Executive is or was a trustee, director or officer of the Company or is or was serving at the request of the Company or any subsidiary or either thereof as a trustee, director, officer, member, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to employee benefit plans, whether or not the basis of such Proceeding is alleged action in an official capacity as a trustee, director, officer, member, employee or agent while serving as a trustee, director, officer, member, employee or agent, Executive shall be indemnified and held harmless by the Company to the fullest extent authorized by applicable law (including the advancement of applicable, reasonable legal fees and expenses), as the same exists or may hereafter be amended, against all liabilities, costs, fees and other expenses incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even if Executive has ceased to be an officer, director, trustee or agent, or is no longer employed by the Company and shall inure to the benefit of his heirs, executors and administrators.

(b) Executive will be entitled to coverage under the Company's directors' and officers' liability insurance policy on substantially the same terms as for the Company's other officers.

13. Successors; Binding Agreement.

(a) *Company's Successors.* No rights or obligations of the Company under this Agreement may be assigned or transferred except that the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) *Executive's Successors.* No rights or obligations of Executive under this Agreement may be assigned or transferred by Executive other than his rights to payments or benefits hereunder, which may be transferred only by will or the laws of descent and distribution. If Executive should die following his Date of Termination while any amounts would still be payable to him hereunder if he had continued to live, all such amounts unless otherwise provided herein shall be paid in accordance with the terms of this Agreement to such person or persons so appointed in writing by Executive, or otherwise to his legal representatives or estate.

14. Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered either personally or by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

Address on file with the Company

If to the Company:

JBG SMITH Properties  
4747 Bethesda Avenue, Suite 200  
Bethesda, MD 20814 Attention: Chief  
Legal Officer

15. Resolution of Differences Over Breaches of Agreement. The parties shall use good faith efforts to resolve any controversy or claim arising out of, or relating to this Agreement or the breach thereof, first in accordance with the Company's internal review procedures, except that this requirement shall not apply to any claim or dispute under or relating to Section 11 of this Agreement. If despite their good faith efforts, the parties are unable to resolve such controversy or claim through the Company's internal review procedures, then such controversy or claim shall be resolved by arbitration in Maryland, in accordance with the rules then applicable of the American Arbitration Association (provided that the Company shall pay the filing fee and all hearing fees, arbitrator expenses and compensation fees, and administrative and other fees associated with any such arbitration), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any contest or dispute shall arise between the Company and Executive regarding any provision of this Agreement, the Company shall reimburse Executive for all legal fees and expenses reasonably incurred by Executive in connection with such contest or dispute, but only if Executive is successful in respect of substantially all of Executive's claims brought and pursued in connection with such contest or dispute.

16. Miscellaneous.

(a) *Amendments.* No provisions of this Agreement may be amended, modified, or waived unless such amendment or modification is agreed to in writing signed by Executive and by a duly authorized officer of the Company, and such waiver is set forth in writing and signed by the party to be charged. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(b) *Full Settlement.* The Company's obligations to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder will not (absent fraud or willful misconduct or a termination for Cause) be affected by any set-offs, counterclaims, recoupment, defense, or other claim, right or action that the Company may have against Executive or others. After termination of the Employment Period, in no event will Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts will not be reduced whether or not Executive obtains other employment.

(c) *Governing Law.* The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Maryland without regard to its conflicts of law principles.

17. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, term sheets, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto in respect of such subject matter. Any other prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled, other than any equity agreements or any compensatory plan or program in which Executive is a participant on the Effective Date. For the avoidance of doubt, nothing in this Agreement addresses or impacts in any way the terms of the Common Partnership Units issued to Executive under that certain Unit Issuance Agreement entered into as of July 18, 2017 by and between Executive, the Company and JBG SMITH Properties LP.

18. 409A Compliance.

(a) This Agreement is intended to comply with the requirements of Section 409A. To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A or to the extent any provision in this Agreement must be modified to comply with Section 409A (including, without limitation, Treasury Regulation 1.409A-3(c)), such provision shall be read, or shall be modified (with the mutual consent of the parties, which consent shall not be unreasonably withheld), as the case may be, in such a manner so that all payments due under this Agreement shall comply with Section 409A. For purposes of Section 409A, each payment made under this Agreement shall be treated as a separate payment. In no event may Executive, directly or indirectly, designate the calendar year of payment.

(b) All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit.

(c) Executive further acknowledges that any tax liability incurred by Executive under Section 409A of the Code is solely the responsibility of Executive.

19. Representations. Executive represents and warrants to the Company that he is under no contractual or other binding legal restriction which would prohibit him from entering into and performing under this Agreement or that would limit the performance of his duties under this Agreement.

20. Withholding Taxes. The Company may withhold from any amounts or benefits payable under this Agreement income taxes and payroll taxes that are required to be withheld pursuant to any applicable law or regulation.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of

the parties reflected hereon as the signatories. Photographic, faxed or PDF copies of such signed counterparts may be used in lieu of the originals for any purpose.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**COMPANY:**

**EXECUTIVE:**

**JBG SMITH Properties**, a Maryland real estate investment trust

By: /s/ Steven A. Museles

Name: Steven A. Museles

Title: Chief Legal Officer and Corporate Secretary

/s/ David Richey

David Richey

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**EXHIBIT A**  
**GENERAL RELEASE AND WAIVER OF CLAIMS**

**General Release AND WAIVER OF CLAIMS** (this "Release"), by David Ritchey ("Executive") in favor of JBG SMITH Properties, a Maryland real estate investment trust (together with its affiliates, the "Company"), stockholders, beneficial owners of its stock, its current or former officers, directors, employees, members, attorneys and agents, and their predecessors (including Vornado Realty Trust, a Maryland real estate investment trust and Vornado Realty L.P., a Delaware limited partnership (the "Vornado Parties"), and JBG Properties Inc., a Maryland corporation and JBG/Operating Partners, L.P., a Delaware limited partnership), successors and assigns, individually and in their official capacities (together, the "Released Parties").

WHEREAS, Executive has been employed as Chief Commercial Officer; WHEREAS, Executive's employment with the Company was terminated,

effective as of \_\_\_\_\_ (the "Termination Date"); and

WHEREAS, Executive is seeking certain payments under Section 8 [(b)](e) of the Employment Agreement entered into by JBG SMITH Properties and the Executive dated as of February 14, 2024 (the "Employment Agreement"), with Company that are conditioned on the effectiveness of this Release.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. General Release. Executive knowingly and voluntarily waives, terminates, cancels, releases and discharges forever the Released Parties from any and all suits, actions, causes of action, claims, allegations, rights, obligations, liabilities, demands, entitlements or charges (collectively, "Claims") that Executive (or Executive's heirs, executors, administrators, successors and assigns) has or may have, whether known, unknown or unforeseen, vested or contingent, by reason of any matter, cause or thing occurring at any time before and including the date of this Release arising under or in connection with Executive's employment or termination of employment with the Company, including, without limitation: Claims under United States federal, state or local law and the national or local law of any foreign country (statutory or decisional), for wrongful, abusive, constructive or unlawful discharge or dismissal, for breach of any contract, or for discrimination based upon race, color, ethnicity, sex, age, national origin, religion, disability, sexual orientation, or any other unlawful criterion or circumstance, including rights or Claims under the Age Discrimination in Employment Act of 1967 ("ADEA"), violations of the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Employee Retirement Income Security Act, the Worker Adjustment Retraining and Notification Act, the Family Medical Leave Act, including all amendments to any of the aforementioned acts; and violations of any other federal, state, or municipal fair employment statutes or laws, including, without limitation, violations of any other law, rule, regulation, or ordinance pertaining to employment, wages, compensation, hours worked, or any other Claims for compensation or bonuses, whether or not paid under any compensation plan or arrangement; breach of contract; tort and other common law Claims; defamation; libel; slander; impairment of economic opportunity; sexual harassment; retaliation; attorneys' fees; emotional distress; intentional infliction of emotional distress; assault; battery, pain and suffering; and punitive or exemplary damages. In addition, in consideration of the provisions of this Release, Executive further agrees to waive any and all rights under the

laws of any jurisdiction in the United States, or any other country, that limit a general release to those Claims that are known or suspected to exist in Executive's favor as of the Effective Date (as defined below).

2. Surviving Claims. Notwithstanding anything herein to the contrary, this Release shall not:

- (i) release any Claims for payment of amounts payable under the Employment Agreement (including under Section 8(b)(e) thereof);
- (ii) release any Claims for employee benefits under plans covered by ERISA to the extent any such Claim may not lawfully be waived or for any payments or benefits under any plans of the Company that have vested in accordance with the terms of such plans;
- (iii) release any Claim that may not lawfully be waived;
- (iv) release any Claim for indemnification and D&O insurance in accordance with the Employment Agreement and with applicable laws and the corporate governance documents of the Company; or
- (v) prohibit Executive from reporting possible violations of federal law or regulation or making other disclosures that are protected under (or claiming any award under) the whistleblower provisions of federal law or regulation.

3. Additional Representations. Executive further represents and warrants that Executive has not filed any civil action, suit, arbitration, administrative charge, or legal proceeding against any Released Party nor, has Executive assigned, pledged, or hypothecated as of the Effective Date any Claim to any person and no other person has an interest in the Claims that he is releasing.

4. Acknowledgements by Executive. Executive acknowledges and agrees that Executive has read this Release in its entirety and that this Release is a general release of all known and unknown Claims. Executive further acknowledges and agrees that:

- (i) this Release does not release, waive or discharge any rights or Claims that may arise for actions or omissions after the Effective Date of this Release and Executive acknowledges that he is not releasing, waiving or discharging any ADEA Claims that may arise after the Effective Date of this Release;
- (ii) Executive is entering into this Release and releasing, waiving and discharging rights or Claims only in exchange for consideration which he is not already entitled to receive;
- (iii) Executive has been advised, and is being advised by the Release, to consult with an attorney before executing this Release; Executive acknowledges that he has consulted with counsel of his choice concerning the terms and conditions of this Release;
- (iv) Executive has been advised, and is being advised by this Release, that he has been given at least [21][45] days within which to consider the Release, but Executive can execute this Release at any time prior to the expiration of such review period; and
- (v) Executive is aware that this Release shall become null and void if he revokes his agreement to this Release within seven (7) days following the date of execution of this Release. Executive may revoke this Release at any time during such seven-day period by delivering (or causing to be delivered) to the Company written notice of his revocation of this Release no later than 5:00 p.m. Eastern time on the seventh (7th) full day following the date of execution of this Release (the "Effective Date"). Executive agrees and acknowledges that a letter of revocation that is not received by such date and time will be invalid and will not revoke this Release.

5. Cooperation With Investigations and Litigation. Executive agrees, upon the Company's request, to reasonably cooperate with the Company in any investigation, litigation, arbitration or regulatory proceeding regarding events that occurred during Executive's tenure with the Company or its affiliate, including making herself reasonably available to consult with Company's counsel, to provide information and to give testimony. Company will reimburse Executive for reasonable out-of-pocket expenses Executive incurs in extending such cooperation, so long as Executive provides advance written notice of Executive's request for reimbursement and provides satisfactory documentation of the expenses. Nothing in this section is intended to, and shall not, restrict or limit the Executive from exercising his or her protected rights in Section 4 hereof or restrict or limit



the Executive from providing truthful information in response to a subpoena, other legal process or valid governmental inquiry.

6. Non-Disparagement. Executive agrees not to make any defamatory or derogatory statements concerning the Company or any of its affiliates or predecessors and their respective directors, officers and employees. Nothing in this section is intended to, and shall not, restrict or limit the Executive from exercising his or her protected rights in Section 2 hereof or restrict or limit the Executive from providing truthful information in response to a subpoena, other legal process or valid governmental inquiry or in the event of litigation between the Executive and the Company or its affiliates.

7. Governing Law. To the extent not subject to federal law, this Release will be governed by and construed in accordance with the law of the State of Maryland applicable to contracts made and to be performed entirely within that state.

8. Severability. If any provision of this Release should be declared to be unenforceable by any administrative agency or court of law, then remainder of the Release shall remain in full force and effect.

9. Captions; Section Headings. Captions and section headings used herein are for convenience only and are not a part of this Release and shall not be used in construing it.

10. Counterparts; Facsimile Signatures. This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument without the production of any other counterpart. Any signature on this Release, delivered by either party by photographic, facsimile or PDF shall be deemed to be an original signature thereto.

IN WITNESS WHEREOF, Executive has signed this Release on \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_. **[To be dated on or after the Termination Date.]**

**FIRST AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment") is made as of the 14<sup>th</sup> day of February, 2024 by the undersigned (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into that certain Amended and Restated Employment Agreement dated as of February 18, 2021 (as amended hereby, the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The foregoing Recitals are incorporated into this Amendment by this reference and are deemed restated herein for all relevant purposes.

2. Subsection 8(b)(i)(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(A) if such termination is following the execution of a definitive agreement the consummation of which would result in, or within two years following, a Change in Control of the Company (and such Change in Control does in fact occur) (a “Qualifying CIC Termination”), three times the sum of Executive’s: (x) current Base Salary, and (y) target Annual Bonus, payable in a lump sum within 60 days after the Date of Termination; or”

3. To the extent, if any, that any provision of this Amendment conflicts with or differs from any provision of the Agreement, such provision of this Amendment shall prevail and govern for all purposes and in all respects.

4. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned in the Agreement. Except as modified hereby, all terms and conditions of the Agreement shall remain in full force and effect, which terms and conditions are hereby ratified and confirmed for all purposes and in all respects.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

**COMPANY:**

**EXECUTIVE:**

**JBG SMITH Properties**, a Maryland real estate investment trust

By:     /s/ Steven A. Museles  
          Name: Steven A. Museles  
          Title: Chief Legal Officer and Corporate Secretary

\_\_\_\_\_  
/s/ Madhumita Moina Banerjee  
Madhumita Moina Banerjee

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**FIRST AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment") is made as of the 14<sup>th</sup> day of February, 2024 by the undersigned (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into that certain Amended and Restated Employment Agreement dated as of February 18, 2021 (as amended hereby, the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The foregoing Recitals are incorporated into this Amendment by this reference and are deemed restated herein for all relevant purposes.

2. Subsection 8(b)(i)(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(A) if such termination is following the execution of a definitive agreement the consummation of which would result in, or within two years following, a Change in Control of the Company (and such Change in Control does in fact occur) (a “Qualifying CIC Termination”), three times the sum of Executive’s: (x) current Base Salary, and (y) target Annual Bonus, payable in a lump sum within 60 days after the Date of Termination; or”

3. To the extent, if any, that any provision of this Amendment conflicts with or differs from any provision of the Agreement, such provision of this Amendment shall prevail and govern for all purposes and in all respects.

4. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned in the Agreement. Except as modified hereby, all terms and conditions of the Agreement shall remain in full force and effect, which terms and conditions are hereby ratified and confirmed for all purposes and in all respects.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

**COMPANY:**

**EXECUTIVE:**

**JBG SMITH Properties**, a Maryland real estate investment trust

By: /s/ W. Matthew Kelly  
Name: W. Matthew Kelly  
Title: Chief Legal Officer and Corporate Secretary

/s/ Steven A. Museles  
Steven A. Museles

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**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made as of the 14<sup>th</sup> day of February, 2024 by the undersigned (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into that certain Employment Agreement dated as of February 18, 2021 (as amended hereby, the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The foregoing Recitals are incorporated into this Amendment by this reference and are deemed restated herein for all relevant purposes.

2. Subsection 8(b)(i)(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(A) if such termination is following the execution of a definitive agreement the consummation of which would result in, or within two years following, a Change in Control of the Company (and such Change in Control does in fact occur) (a “Qualifying CIC Termination”), three times the sum of Executive’s: (x) current Base Salary, and (y) target Annual Bonus, payable in a lump sum within 60 days after the Date of Termination; or”

3. To the extent, if any, that any provision of this Amendment conflicts with or differs from any provision of the Agreement, such provision of this Amendment shall prevail and govern for all purposes and in all respects.

4. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned in the Agreement. Except as modified hereby, all terms and conditions of the Agreement shall remain in full force and effect, which terms and conditions are hereby ratified and confirmed for all purposes and in all respects.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

**COMPANY:**

**EXECUTIVE:**

**JBG SMITH Properties**, a Maryland real estate  
investment trust

By:	<u>/s/ Steven A. Museles</u>	<u>/s/ George L. Xanders</u>
	Name: Steven A. Museles	George L. Xanders
	Title: Chief Legal Officer and Corporate Secretary	

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**SUBSIDIARIES OF THE REGISTRANT**  
**JBG SMITH PROPERTIES**  
**as of December 31, 2023**

	<b>Entity</b>	<b>State of Organization</b>
1	1101 Fern Street, L.L.C.	Delaware
2	1200 Eads Street LLC	Delaware
3	1200 Eads Street Sub LLC	Delaware
4	12100 Sunset Hills, L.L.C.	Delaware
5	1229-1231 25th Street LLC	Delaware
6	1241-1251 6th Street NE, L.L.C.	Delaware
7	1244 South Capitol Residential, L.L.C.	Delaware
8	1250 First Street Office, L.L.C.	Delaware
9	1263 First Street, L.L.C.	Delaware
10	1270 4th Street NE, L.L.C.	Delaware
11	1275 5th Street NE, L.L.C.	Delaware
12	1331 5th Street NE, L.L.C.	Delaware
13	1400 Eads Street LLC	Delaware
14	1400 Eads Street Sub LLC	Delaware
15	1460 Richmond Highway, L.L.C.	Delaware
16	151 Q Street Residential, L.L.C.	Delaware
17	151 Q Street REIT, L.L.C.	Delaware
18	1601 Fairfax Drive, L.L.C.	Delaware
19	1730 M Lessee, L.L.C. (Shelf Entity)	Delaware
20	1730 M, L.L.C.	Delaware
21	1770 Crystal Drive, L.L.C. (Shelf Entity)	Virginia
22	1800 S. Bell, L.L.C. (Shelf Entity)	Delaware
23	1900 CML, L.L.C.	Delaware
24	1900 CMZ, L.L.C.	Delaware
25	2000-2001 S. Bell ML, L.L.C.	Delaware
26	2000-2001 S. Bell MZ, L.L.C.	Delaware
27	2000-2001 S. Bell, L.L.C.	Delaware
28	2150 Clarendon, L.L.C.	Delaware
29	220 S. 20th Street LLC	Delaware
30	220 S. 20th Street Member, L.L.C.	Delaware
31	2200 Clarendon, L.L.C.	Delaware
32	2221 South Clark, L.L.C. (Shelf Entity)	Delaware
33	2300 Clarendon, L.L.C.	Delaware
34	2301 Richmnd Highway, L.L.C. (Shelf Entity)	Delaware
35	2868 Fort Scott Drive, L.L.C.	Delaware
36	2900 Potomac Avenue, L.L.C.	Delaware
37	2901 Main Line Boulevard, L.L.C.	Delaware
38	3150 Exchange Avenue, L.L.C.	Delaware
39	3151 Exchange Avenue, L.L.C.	Delaware

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40	3330 Exchange Avenue, L.L.C.	Delaware
41	3331 Exchange Avenue, L.L.C.	Delaware
42	3450 Exchange Avenue, L.L.C.	Delaware
43	3451 Exchange Avenue, L.L.C.	Delaware
44	4747 Bethesda Venture, LLC	Delaware
45	50 Patterson Office, L.L.C.	Delaware
46	51 N 50 Patterson Holdings, L.L.C.	Delaware
47	51 N Residential, L.L.C.	Delaware
48	601 E. Glebe Road, L.L.C.	Delaware
49	7200 Wisconsin, L.L.C.	Delaware
50	75 New York Avenue, L.L.C.	Delaware
51	7900 Wisconsin Residential, L.L.C.	Delaware
52	Arna-Eads, L.L.C.	Delaware
53	Arna-Ferm, L.L.C.	Delaware
54	Ashley House Member, L.L.C.	Delaware
55	Ashley House Residential, L.L.C.	Delaware
56	Atlantic Residential A, L.L.C.	Delaware
57	Atlantic Residential C, L.L.C.	Delaware
58	Atlantic Retail B, L.L.C.	Delaware
59	Ballpark Square REA Manager, Inc.	Delaware
60	Blue Lion Cell 2, PC	District of Columbia
61	Blue Lion PCC, LLC	District of Columbia
62	Building Maintenance Services LLC	Delaware
63	Central Place Office, L.L.C.	Delaware
64	Central Place REIT, L.L.C.	Delaware
65	Central Place TRS, L.L.C.	Delaware
66	CESC 1101 17th Street Limited Partnership	Maryland
67	CESC 1101 17th Street Manager, L.L.C.	Delaware
68	CESC 1101 17th Street, L.L.C.	Delaware
69	CESC 1150 17th Street LLC	Delaware
70	CESC 1150 17th Street Manager, L.L.C.	Delaware
71	CESC 1730 M Street L.L.C.	Delaware
72	CESC 2101 L Street LLC	Delaware
73	CESC Crystal Square Four L.L.C.	Delaware
74	CESC Crystal/Rosslyn II, L.L.C.	Delaware
75	CESC Crystal/Rosslyn L.L.C.	Delaware
76	CESC District Holdings L.L.C.	Delaware
77	CESC Downtown Member L.L.C.	Delaware
78	CESC Engineering TRS, LLC	Delaware
79	CESC Gateway One L.L.C.	Delaware
80	CESC Gateway Two Limited Partnership	Virginia
81	CESC Gateway Two Manager L.L.C.	Virginia
82	CESC Gateway Two Member L.L.C.	Delaware
83	CESC Gateway Two Venture L.L.C.	Delaware

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84	CESC Gateway/Square L.L.C.	Delaware
85	CESC Gateway/Square Member L.L.C.	Delaware
86	CESC H Street L.L.C.	Delaware
87	CESC Mall L.L.C.	Virginia
88	CESC Mall Land L.L.C.	Delaware
89	CESC One Democracy Plaza L.P.	Maryland
90	CESC One Democracy Plaza Manager L.L.C.	Delaware
91	CESC Park Five Land L.L.C.	Delaware
92	CESC Park Five Manager L.L.C.	Virginia
93	CESC Park Four Land L.L.C.	Delaware
94	CESC Park Four Manager L.L.C.	Virginia
95	CESC Park One Land L.L.C.	Delaware
96	CESC Park One Manager L.L.C.	Delaware
97	CESC Park Three Land L.L.C.	Delaware
98	CESC Park Three Land Manager L.L.C.	Virginia
99	CESC Park Two L.L.C.	Delaware
100	CESC Park Two Land L.L.C.	Delaware
101	CESC Plaza Five Limited Partnership	Virginia
102	CESC Plaza Limited Partnership	Virginia
103	CESC Plaza Manager L.L.C.	Virginia
104	CESC Potomac Yard LLC	Delaware
105	CESC Square L.L.C.	Virginia
106	CESC TRS, L.L.C.	Delaware
107	CESC Two Courthouse Plaza Limited Partnership	Virginia
108	CESC Two Courthouse Plaza Manager L.L.C.	Delaware
109	CESC Water Park L.L.C.	Virginia
110	Charles E. Smith Commercial Realty L.P.	Virginia
111	Clarendon Plaza L.L.C.	Delaware
112	Crystal Gateway 3 Owner Member, L.L.C.	Delaware
113	Crystal Gateway 3 Owner, L.L.C.	Delaware
114	Crystal Gateway 3 Venture, L.L.C.	Delaware
115	Crystal Tech Fund LP	Delaware
116	Falkland Chase Residential I, L.L.C.	Delaware
117	Falkland Chase Residential II, L.L.C.	Delaware
118	Falkland Preservation Member, L.L.C.	Delaware
119	Falkland Preservation, L.L.C.	Delaware
120	Falkland Road Residential, L.L.C.	Delaware
121	Falkland/REC Holdco Member, L.L.C.	Delaware
122	Falkland/REC Holdco, L.L.C.	Delaware
123	Fifth Crystal Park Associates Limited Partnership	Virginia
124	First Crystal Park Associates Limited Partnership	Virginia
125	Florida Avenue Residential, L.L.C.	Delaware
126	Fort Totten North, L.L.C.	Delaware
127	Fourth Crystal Park Associates Limited Partnership	Virginia

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128	H Street Building Corporation	Delaware
129	H Street Management LLC	Delaware
130	James House Member LLC	Delaware
131	James House Residential, L.L.C.	Delaware
132	JBG Associates, L.L.C.	Delaware
133	JBG Core Venture I, L.P.	Delaware
134	JBG SMITH Management Services, L.L.C.	Delaware
135	JBG SMITH Properties	Maryland
136	JBG SMITH Properties LP	Delaware
137	JBG Urban, L.L.C.	Delaware
138	JBG/1250 First Member, L.L.C.	Delaware
139	JBG/1300 First Street, L.L.C.	Delaware
140	JBG/1831 Wiehle Lessee, L.L.C.	Delaware
141	JBG/1831 Wiehle, L.L.C.	Delaware
142	JBG/55 New York Avenue, L.L.C.	Delaware
143	JBG/6th Street Associates, L.L.C.	Delaware
144	JBG/7200 Wisconsin Mezz, L.L.C.	Delaware
145	JBG/7200 Wisconsin, L.L.C.	Maryland
146	JBG/7900 Wisconsin Member, L.L.C.	Delaware
147	JBG/Asset Management, L.L.C.	Delaware
148	JBG/Atlantic Developer, L.L.C.	Delaware
149	JBG/BC Chase Tower, L.P.	Delaware
150	JBG/BC GP, L.L.C.	Delaware
151	JBG/BC Investor, L.P.	Delaware
152	JBG/Bethesda Avenue, L.L.C.	Delaware
153	JBG/Commercial Management, L.L.C.	Delaware
154	JBG/Core I GP, L.L.C.	Delaware
155	JBG/Core I LP, L.L.C.	Delaware
156	JBG/Development Group, L.L.C.	Delaware
157	JBG/Development Services, L.L.C.	Delaware
158	JBG/Foundry Office REIT, L.L.C.	Delaware
159	JBG/Foundry Office, L.L.C.	Delaware
160	JBG/Fund IX Transferred, L.L.C.	Delaware
161	JBG/Fund VI Transferred, L.L.C.	Delaware
162	JBG/Fund VII Transferred, L.L.C.	Delaware
163	JBG/Fund VII Trust	Maryland
164	JBG/Fund VIII Transferred, L.L.C.	Delaware
165	JBG/Hatton Retail, L.L.C.	Delaware
166	JBG/Landbay G Member, L.L.C.	Delaware
167	JBG/Landbay G, L.L.C.	Delaware
168	JBG/L'Enfant Plaza Member, L.L.C.	Delaware
169	JBG/L'Enfant Plaza Mezzanine, L.L.C.	Delaware
170	JBG/Lionhead, L.L.C.	Delaware
171	JBG/N & Patterson Member, L.L.C.	Delaware

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172	JBG/New York Avenue, L.L.C.	Delaware
173	JBG/Residential Management, L.L.C.	Delaware
174	JBG/Retail Management, L.L.C.	Maryland
175	JBG/Rosslyn Gateway North, L.L.C.	Delaware
176	JBG/Rosslyn Gateway South, L.L.C.	Delaware
177	JBG/Shay Retail, L.L.C.	Delaware
178	JBG/Sherman Member, L.L.C.	Delaware
179	JBG/Tenant Services, L.L.C.	Delaware
180	JBG/UDM Transferred, L.L.C.	Delaware
181	JBG/West Half Residential Member, L.L.C.	Delaware
182	JBG/Woodbridge REIT, L.L.C.	Delaware
183	JBG/Woodbridge Retail, L.L.C.	Delaware
184	JBG/Woodbridge, L.L.C.	Delaware
185	JBG/Woodmont II, L.L.C.	Delaware
186	JBGS Employee Company, L.L.C.	Delaware
187	JBGS/1101 South Capitol, L.L.C.	Delaware
188	JBGS/1235 South Clark, L.L.C.	Delaware
189	JBGS/17th Street Holdings, L.P.	Delaware
190	JBGS/17th Street, L.L.C.	Delaware
191	JBGS/1900 N GP, L.L.C.	Delaware
192	JBGS/1900 N Member, L.P.	Delaware
193	JBGS/1900 N REIT, L.L.C.	Delaware
194	JBGS/Capitol Point TDR Holdings, L.L.C.	Delaware
195	JBGS/CES Management, L.L.C.	Delaware
196	JBGS/CIM Wardman Owner Member, L.L.C.	Delaware
197	JBGS/Commercial Realty GEN-PAR, L.L.C.	Delaware
198	JBGS/Company Manager, L.L.C.	Delaware
199	JBGS/Courthouse I, L.L.C.	Delaware
200	JBGS/Courthouse II, L.L.C.	Delaware
201	JBGS/Fund VIII REIT Management Services, L.L.C.	Delaware
202	JBGS/Hotel Operator, L.L.C.	Delaware
203	JBGS/Hotel Owner, L.L.C.	Delaware
204	JBGS/Management OP, L.P.	Delaware
205	JBGS/Pentagon Plaza, L.L.C.	Virginia
206	JBGS/Recap GP L.L.C.	Delaware
207	JBGS/Recap, L.L.C.	Delaware
208	JBGS/TRS, L.L.C.	Delaware
209	JBGS/Waterfront Holdings, L.L.C.	Delaware
210	JBGS/OP Management Services, L.L.C.	Delaware
211	Landbay G Potomac Yards Owners Association	Virginia
212	LBF CE Owner, L.L.C.	Delaware
213	LBF Declarant, L.L.C.	Delaware
214	LBF NTV Investor Member, L.L.C.	Delaware
215	LBG Declarant, L.L.C.	Delaware

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216	LEO Impact Capital, L.L.C.	Delaware
217	LEP Manager, L.L.C.	Delaware
218	Market Square Fairfax MM LLC	Delaware
219	MTV Holdco, L.L.C.	Delaware
220	National Landing Business Owners' Association, Inc.	Virginia
221	National Landing Development, L.L.C.	Delaware
222	New Kaempfer Waterfront LLC	Delaware
223	NL Hotel TRS Sub, L.L.C.	Delaware
224	N. Moore Acquisition, L.L.C.	Delaware
225	North Glebe Office, L.L.C.	Delaware
226	NTV Holdco, L.L.C.	Delaware
227	Park One Member L.L.C.	Delaware
228	PM Investor Member, L.L.C.	Delaware
229	PM Mezz, L.L.C.	Delaware
230	PM Venture I, L.L.C.	Delaware
231	Potomac Creek Associates, L.L.C.	Delaware
232	Potomac East Master Association, Inc.	Virginia
233	Potomac East Master Mixed Use Association, Inc.	Virginia
234	Potomac House Member, L.L.C.	Delaware
235	Potomac House Residential, L.L.C.	Delaware
236	PY Landbay H, L.L.C. (fka JBG/Atlantic LP, L.L.C.)	Delaware
237	PY RR Land, L.L.C.	Delaware
238	Rosslyn Gateway Hotel, L.L.C.	Delaware
239	Rosslyn Gateway Residential, L.L.C.	Delaware
240	SEAD OP, L.L.C.	Delaware
241	SEAD, L.L.C.	Delaware
242	Sherman Avenue LLC	District of Columbia
243	Smart City, L.L.C. (Shelf Entity)	Delaware
244	SMB Tenant Services, LLC	Delaware
245	South Capitol, L.L.C.	Delaware
246	Third Crystal Park Associates Limited Partnership	Virginia
247	UBI Management LLC	Delaware
248	Washington CT Fund GP LLC	Delaware
249	Washington Housing Initiative Impact Pool Workforce, L.L.C.	Delaware
250	Washington Housing Initiative Impact Pool, L.L.C.	Delaware
251	Washington Mart TRS, L.L.C.	Delaware
252	Water Park Lessee, L.L.C.	Delaware
253	Waterfront 375 M Street, LLC	Delaware
254	Waterfront 425 M Street, LLC	Delaware
255	West Half Residential II, L.L.C.	Delaware
256	West Half Residential II, L.L.C.	Delaware

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-255613 on Form S-8, Registration Statement No. 333-220507 on Form S-8 and Registration Statement No. 333-257542 on Form S-3 of our reports dated February 20, 2024, relating to the financial statements of JBG SMITH Properties, and the effectiveness of JBG SMITH Properties' internal control over financial reporting, appearing in this Annual Report on Form 10-K of JBG SMITH Properties for the year ended December 31, 2023.

/s/ Deloitte & Touche LLP  
McLean, Virginia  
February 20, 2024

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## CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, W. Matthew Kelly, certify that:

1. I have reviewed this annual report on Form 10-K of JBG SMITH Properties;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 20, 2024

/s/ W. Matthew Kelly  
W. Matthew Kelly  
Chief Executive Officer  
(Principal Executive Officer)

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## CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, M. Moina Banerjee, certify that:

1. I have reviewed this annual report on Form 10-K of JBG SMITH Properties;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 20, 2024

/s/ M. Moina Banerjee  
M. Moina Banerjee  
Chief Financial Officer  
(Principal Financial Officer)

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**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED  
PURSUANT TO SECTION 906 OF THE  
SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of JBG SMITH Properties (the "Company") on Form 10-K for the period ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, W. Matthew Kelly, Chief Executive Officer of the Company, and I, M. Moina Banerjee, Chief Financial Officer of the Company, certify, to our knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- 1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- 2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 20, 2024

/s/ W. Matthew Kelly  
W. Matthew Kelly  
Chief Executive Officer

February 20, 2024

/s/ M. Moina Banerjee  
M. Moina Banerjee  
Chief Financial Officer

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**JBG SMITH Properties Incentive  
Compensation Recovery Policy**

**Adopted by the Board of Trustees of JBG SMITH Properties (the "Company") on October 31, 2023**

The Board of Trustees of the Company is adopting this Incentive Compensation Recovery Policy (as may be amended, restated, supplemented or otherwise modified from time to time, this "Policy") to provide for the recovery of certain incentive compensation in the event of an Accounting Restatement.

Statement of Policy

If the Company is required to prepare an Accounting Restatement, except as otherwise set forth in this Policy, the Company shall recover, reasonably promptly, the Excess Incentive Compensation received by any Covered Executive during the Recoupment Period.

This Policy applies to all Incentive Compensation received during the Recoupment Period by a person (a) after beginning service as a Covered Executive, (b) who served as a Covered Executive at any time during the performance period for that Incentive Compensation and (c) while the Company has a class of securities listed on the New York Stock Exchange ("NYSE") or another national securities exchange or association. This Policy may therefore apply to a Covered Executive even after that person is no longer a Company employee or a Covered Executive at the time of recovery.

Incentive Compensation is deemed "received" for purposes of this Policy in the fiscal period during which the financial reporting measure specified in the Incentive Compensation award is attained, even if the payment or issuance of such Incentive Compensation occurs after the end of that period. For example, if the performance target for an award is based on total shareholder return for the year ended December 31, 2023, the award will be deemed to have been received in 2023 even if paid in 2024.

*Exceptions*

The Company is not required to recover Excess Incentive Compensation pursuant to this Policy to the extent the Compensation Committee (the "Committee") makes a determination that recovery would be impracticable for one of the following reasons (and the applicable procedural requirements are met):

- (a) after making a reasonable and documented attempt to recover the Excess Incentive Compensation, which documentation will be provided to the NYSE to the extent required, the Committee determines that the direct expenses that would be paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered;
- (b) based on a legal opinion of counsel acceptable to the NYSE, the Committee determines that recovery would violate a home country law adopted prior to November 28, 2022, a copy of which is to be provided to the NYSE as required by the NYSE; or
- (c) the Committee determines that recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

## Definitions

*"Accounting Restatement"* means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. For the avoidance of doubt, a restatement resulting solely from the retrospective application of a change in generally accepted accounting principles is not an Accounting Restatement.

*"Covered Executive"* shall mean the Company's Chief Executive Officer, President, Chief Financial Officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function, any other officer who performs a policy-making function for the Company, any other person who performs similar policy-making functions for the Company, and any other employee who may from time to time be deemed subject to this Policy by the Committee.

*"Excess Incentive Compensation"* means the amount of Incentive Compensation received during the Recoupment Period by any Covered Executive that exceeds the amount of Incentive Compensation that otherwise would have been received by such Covered Executive if the determination of the Incentive Compensation to be received had been made based on restated amounts in the Accounting Restatement, computed without regard to any taxes paid.

*"Incentive Compensation"* means any compensation (including cash and equity compensation) that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. For purposes of this definition, a *"financial reporting measure"* is (i) any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements and any measure derived wholly or in part from such measures, or (ii) the Company's share price and/or total shareholder return. A financial reporting measure need not be presented within the financial statements or included in a filing with the Securities and Exchange Commission. Incentive Compensation subject to this Policy may be provided by the Company or subsidiaries or affiliates of the Company.

*"Recoupment Period"* means the three completed fiscal years preceding the Trigger Date, and any transition period (that results from a change in the Company's fiscal year) of less than nine months within or immediately following those three completed fiscal years, provided that any transition period of nine months or more shall count as a full fiscal year.

*"Trigger Date"* means the earlier to occur of: (a) the date the Board of Trustees, the Audit Committee (or such other Committee of the Board as may be authorized to make such a conclusion), or the officer or officers of the Company authorized to take such action, if action by the Board of Trustees is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; or (b) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement; in the case of both (a) and (b) regardless of, if, or when restated financial statements are filed.

### Administration

This Policy is intended to comply with Section 303A.14 of the NYSE Listed Company Manual, Section 10D of the Securities Exchange Act of 1934, as amended (the "Act"), and Rule 10D-1(b)(1) as promulgated under the Act and shall be interpreted in a manner consistent with those requirements. The Committee has full authority to interpret and administer this Policy. The Committee's determinations under this Policy shall be final and binding on all persons, need not be uniform with respect to each individual covered by the Policy, and shall be given the maximum deference permitted by law.

The Committee has the authority to determine the appropriate means of recovering Excess Incentive Compensation based on the particular facts and circumstances, which could include, but are not limited to, seeking direct reimbursement, forfeiture of awards, offsets against other payments, and forfeiture of deferred compensation (subject to compliance with Section 409A of the Internal Revenue Code).

Subject to any limitations under applicable law, the Committee may authorize any officer or employee of the Company to take actions necessary or appropriate to carry out the purpose and intent of this Policy, provided that no such authorization shall relate to any recovery under this Policy that involves such officer or employee.

If the Committee cannot determine the amount of excess Incentive Compensation received by a Covered Executive directly from the information in the Accounting Restatement, such as in the case of Incentive Compensation tied to share price or total shareholder return, then it shall make its determination based on its reasonable estimate of the effect of the Accounting Restatement and shall maintain documentation of such determination, including for purposes of providing such documentation to NYSE as required by the NYSE.

Except where an action is required by Section 303A.14 of the NYSE Listed Company Manual, Section 10D of the Act or Rule 10D-1(b)(1) promulgated under the Act to be determined in a different matter, the Board may act to have the independent trustees of the Board administer this policy in place of the Committee.

### No Indemnification or Advancement of Legal Fees

Notwithstanding the terms of any indemnification agreement, insurance policy, contractual arrangement, the governing documents of the Company or other document or arrangement, the Company shall not indemnify any Covered Executive against, provide advancement of expenses for or pay the premiums for any insurance policy to cover, any amounts recovered under this Policy or any expenses that a Covered Executive incurs in opposing Company efforts to recoup amounts pursuant to the Policy.

### Non-Exclusive Remedy; Successors

Recovery of Incentive Compensation pursuant to this Policy shall not in any way limit or affect the rights of the Company to pursue disciplinary, legal, or other action or pursue any other remedies available to it. This Policy shall be in addition to, and is not intended to limit, any rights of the Company to recover Incentive Compensation from Covered Executives under any legal remedy available to the Company and applicable laws and regulations, including but not limited to the Sarbanes-Oxley Act of 2002, as amended,

or pursuant to the terms of any other Company policy, employment agreement, equity award agreement, or similar agreement with a Covered Executive.

This Policy shall be binding and enforceable against all Covered Executives and their successors, beneficiaries, heirs, executors, administrators, or other legal representatives.

#### Amendment

This Policy may be amended from time to time by the Committee or the Board of Trustees of the Company.

#### Effective Date

This Policy shall apply to any Incentive Compensation received on or after October 1, 2023 and supersedes the Company's previous Incentive Compensation Recoupment Policy adopted in 2017.

#### Acknowledgement

Each Covered Executive shall sign and return to the Company (including by electronic signature, acceptance and/or delivery), within 30 calendar days following the later of (i) the effective date of this Policy first set forth above or (ii) the date the individual is determined to be a Covered Executive, the Acknowledgement Form attached hereto as Exhibit A, pursuant to which the Covered Executive agrees to be bound by, and to comply with, the terms and conditions of this Policy.

## EXHIBIT A

### JBG SMITH PROPERTIES FORM OF ACKNOWLEDGMENT

By my signature below, I hereby acknowledge that I have read and understand the JBG SMITH Properties Incentive Compensation Recovery Policy (the "Policy") adopted by JBG SMITH Properties (the "Company"), consent and agree to abide by its provisions and further agree that:

1. Defined terms used but not defined in this acknowledgment shall have the meanings set forth in the Policy.
2. The Policy shall apply to any Incentive Compensation as set forth in the Policy by the Board of Trustees and all such Incentive Compensation shall be subject to recovery under the Policy;
3. Any applicable award agreement or other document setting forth the terms and conditions of any Incentive Compensation granted to me by the Company or its affiliates shall be deemed to include the restrictions imposed by the Policy and shall incorporate it by reference and in the event of any inconsistency between the provisions of the Policy and the applicable award agreement or other document setting forth the terms and conditions of any Incentive Compensation granted to me, the terms of the Policy shall govern unless the terms of such other agreement or other document would result in a greater recovery by the Company;
4. In the event it is determined that any amounts granted, awarded, earned or paid to me must be forfeited or reimbursed to the Company, I will promptly take any action necessary to effectuate such forfeiture and/or reimbursement;
5. I acknowledge that, notwithstanding any indemnification agreement or other arrangement between the Company and me, the Company shall not indemnify me against, provide advancement of expenses for or pay the premiums for any insurance policy to cover, losses incurred under the Policy; and
6. The Policy may be amended from time to time in accordance with its terms.
7. This acknowledgement and the Policy shall survive and continue in full force and in accordance with its terms, notwithstanding any termination of my employment with the Company and its affiliates.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_