SECURITIES AND EXCHANGE COMMISSION

FORM 10-K

Annual report pursuant to section 13 and 15(d)

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JBG SMITH Properties

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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, 2020

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	**81-4307010**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

4747 Bethesda Avenue	**Bethesda**	**MD**	**20814**
Suite 200			(Zip Code)
(Address of Principal Executive Offices)			

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 ☐

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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. ☒

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 19, 2021, JBG SMITH Properties had 131,600,858 common shares outstanding.

As of June 30, 2020, the aggregate market value of common stock held by non-affiliates of the Registrant was approximately $3.8 billion based on the June 30, 2020 closing share price of $29.57 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 2021 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.

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JBG SMITH PROPERTIES
ANNUAL REPORT ON FORM 10-K
YEAR ENDED DECEMBER 31, 2020

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DEFINITIONS

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

"ADA" means the Americans with Disabilities Act.

"Amazon" refers to Amazon.com, Inc.

"Americana Portfolio" refers to a 1.4-acre future development parcel in National Landing, which was formerly occupied by the Americana Hotel, and three other parcels.

"Annualized rent" means: (i) 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, 2020, multiplied by 12 and (ii) 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, 2020, multiplied by 12. Annualized rent excludes rent from signed but not yet commenced leases. 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.

"CBRS" means the Citizens Broadband Radio Service.

"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 the near-term development pipeline and future development pipeline.

"Disposed Properties" collectively refers to Commerce Executive/Commerce Executive Metro Land, 1600 K Street, Vienna Retail, a 50.0% interest in the entity that owns Central Place Tower, and Metropolitan Park.

"ESG" means environmental, social and governance.

"Estimated incremental investment" means management's estimate of the remaining cost to be incurred in connection with the development of an asset as of December 31, 2020, including all remaining acquisition costs, hard costs, soft costs, tenant improvements (excluding free rent converted to tenant improvement allowances), leasing costs and other similar costs to develop and stabilize the asset but excluding any financing costs and ground rent expenses. Actual incremental investment may differ substantially from our estimates due to numerous factors, including unanticipated expenses, delays in the estimated start and/or completion date, changes in design and other contingencies.

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"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, 2020. 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.

"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. NAREIT defines FFO as net income (loss) (computed in accordance with GAAP), excluding depreciation and amortization related to real estate, gains and losses from the sale of certain real estate assets, gains and 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 as compared to similar real estate companies because FFO excludes real estate depreciation and amortization expense and other non-comparable income and expenses, which implicitly assumes that the value of real estate diminishes predictably over time rather than fluctuating based on market conditions. 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.

"Future development pipeline" refers to assets that are development opportunities on which we do not intend to commence construction within the next three years 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.

"**GAAP**" means United States generally accepted accounting principles.

"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.

"In-service" refers to commercial or multifamily 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, 2020.

"IRS" means the Internal Revenue Service.

"JBG" refers to The JBG Companies.

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"JBG SMITH share" refers to our ownership percentage of consolidated and unconsolidated assets in real estate ventures.

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

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"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" refers to JBG SMITH Properties LP long-term incentive partnership units.

"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 walking distance of a Metro station, defined as being 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.

"Near-term development pipeline" refers to select assets that have the potential to commence construction over the next three years, subject to receipt of full entitlements, completion of design and market conditions.

"NOI" means net operating income, a non-GAAP financial measure management uses to assess a segment'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, 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 amortization of acquired above-market leases and below-market ground lease intangibles. Management uses NOI as a supplemental performance measure for 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 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 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. **"Annualized NOI"** means the NOI from the specified quarterly period multiplied by four.

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"NYSE" means the New York Stock Exchange.

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"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, 2020, 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, 2020, and is calculated as: (i) for office and retail space, total rentable square feet less unoccupied square feet divided by total rentable square feet, and (ii) for multifamily space, total units less unoccupied units divided by total units, expressed as a percentage. Out-of-service square feet and units are excluded from this calculation.

"Percent pre-leased" is based on leases signed as of December 31, 2020, and is calculated as the estimated rentable square feet leased divided by estimated total rentable square feet expressed as a percentage.

"Performance-Based LTIP Units" refers to LTIP Units with performance-based vesting requirements.

"Recently delivered" refers to commercial and multifamily operating assets that are below 90% leased and have been delivered within the 12 months ended December 31, 2020.

"REIT" means real estate investment trust.

"REMIC" means a real estate mortgage investment conduit.

"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 for assets in our portfolio that, as of December 31, 2020, have been executed but for which no rental payments had yet been charged to the tenant.

"SOFR" means the Secured Overnight Financing Rate.

"Square feet" ("SF") refers to the area that can be rented to tenants, defined as: (i) 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, (ii) for multifamily assets, management's estimate of approximate rentable square feet, (iii) for under-construction assets, management's estimate of approximate rentable square feet based on current design plans as of December 31, 2020, and (iv) for near-term and future development pipeline assets, management's estimate of developable gross square feet based on its current business plans with respect to real estate owned or controlled as of December 31, 2020.

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

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

"Time-Based LTIP Units" refers to LTIP Units with time-based vesting requirements.

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"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 unsecured term loan maturing in January 2023.

"Tranche A-2 Term Loan" refers to the $200.0 million unsecured term loan maturing in July 2024.

"Transaction and other costs" include fees and expenses incurred for the relocation of our corporate headquarters, demolition costs, integration and severance costs, pursuit costs related to other completed, potential and pursued transactions, as well as other expenses.

"TRS" refers to taxable real estate investment trust subsidiaries.

"Under-construction" refers to assets that were under construction during the three months ended December 31, 2020.

"USD-LIBOR" refers to LIBOR as calculated for U.S. dollar.

"VIEs" means variable interest entities.

"Vornado" means Vornado Realty Trust, a Maryland real estate investment trust.

"WHI" means the Washington Housing Initiative which includes the third-party non-profit, Washington Housing Conservancy and the WHI Impact Pool, a debt financing vehicle which we manage on behalf of the third-party investors.

"Woodglen" refers to 11333 Woodglen Drive/NoBe II Land/Woodglen.

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PART I

ITEM 1. BUSINESS

The Company

JBG SMITH, a Maryland REIT, owns and operates a portfolio of high-growth commercial and multifamily assets amenitized with ancillary retail. JBG SMITH's portfolio reflects its longstanding strategy of owning and operating assets within Metro-served submarkets in the Washington, D.C. metropolitan area that have high barriers to entry and vibrant urban amenities. Over half of our portfolio is in National Landing, where we serve as the exclusive developer for Amazon's new headquarters, and where Virginia Tech's new $1 billion Innovation Campus will be located. In addition, our third-party asset management and real estate services business provides fee-based real estate services to the WHI, Amazon, the JBG Legacy Funds and other third parties. Substantially all our assets are held by, and our operations are conducted through, JBG SMITH LP. As of December 31, 2020, JBG SMITH, as its sole general partner, controlled JBG SMITH LP and owned 90.5% of its OP Units. JBG SMITH is referred to herein as "we," "us," "our" or other similar terms.

As of December 31, 2020, our Operating Portfolio consisted of 62 operating assets comprising 41 commercial assets totaling 13.0 million square feet (11.1 million square feet at our share) and 21 multifamily assets totaling 7,800 units (5,999 units at our share). Additionally, we have: (i) two under-construction assets comprising one wholly owned commercial asset totaling 274,000 square feet and one multifamily asset totaling 322 units (161 units at our share); (ii) 10 wholly owned near-term development pipeline assets totaling 5.6 million square feet of estimated potential development density; and (iii) 29 future development pipeline assets totaling 14.8 million square feet (12.0 million square feet at our share) of estimated potential development density. We present combined portfolio operating data that aggregates assets we consolidate in our 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 assets in high-growth, Metro-served submarkets in the Washington, D.C. metropolitan area, including National Landing, that have significant barriers to entry and key urban amenities and plan to grow through value-added development and acquisitions. We have significant expertise with multifamily, office and retail assets, our core asset classes. We believe that we are known for our creative deal-making and capital allocation skills and for our development and value creation expertise. In addition to our sale, recapitalization and ground lease of approximately $1.6 billion of primarily office assets since 2017, we intend to opportunistically sell at least another approximately $1.5 billion of non-core office assets and land. Recycling the proceeds from these sales will not only fund our planned extensive growth, but it will also further advance the strategic shift in the composition of our portfolio to majority multifamily.

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, the location of Amazon's new headquarters and the planned $1 billion Virginia Tech Innovation Campus. 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

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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

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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. We have also invested in CBRS wireless spectrum in National Landing as part of our efforts to make National Landing among the first 5G-operable submarkets in the nation, as discussed below.

In November 2018, Amazon announced it had selected sites that we own in National Landing as the location of its new headquarters. We currently have leases with Amazon totaling approximately 857,000 square feet at five office buildings in National Landing. In March 2019, we executed purchase and sale agreements with Amazon for two of our National Landing development sites, Metropolitan Park and Pen Place, which will serve as the initial phase of construction associated with Amazon's new headquarters at National Landing. In January 2020, we sold Metropolitan Park to Amazon for $155.0 million and began constructing two new office buildings thereon, totaling 2.1 million square feet, inclusive of over 50,000 square feet of street-level retail with new shops and restaurants. The sale of Pen Place to Amazon for approximately $149.9 million is expected to close, subject to customary closing conditions, in 2021. We are the developer, property manager and retail leasing agent for Amazon's new headquarters at National Landing.

In connection with Amazon's new headquarters in National Landing, in February 2019 the Commonwealth of Virginia enacted an incentives bill, which provides tax incentives to Amazon to create a minimum of 25,000 new full-time jobs and potentially 37,850 full-time jobs with average annual wage targets for each calendar year, starting with $150,000 in 2019, and escalating 1.5% per year, in National Landing. Led by state and local governments, we expect more than $5.5 billion of infrastructure and education investments directly benefitting National Landing. These investments include: two new Metro entrances (Crystal Drive and Potomac Yard); 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; and funding for an innovation campus anchored by Virginia Tech. In addition to government infrastructure investments, we expect at least an additional $5.5 billion of investments, including investments by Amazon, JBG SMITH, and Virginia Tech.

Virginia Tech virtually launched in the fall of 2020 the inaugural academic year of its planned $1 billion Innovation Campus in National Landing. This expected powerful demand driver sits adjacent to approximately 1.9 million square feet of development density we own in National Landing and a new, under-construction Potomac Yard Metro station, 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 1.7 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 graduate approximately 750 master students and 150 PhD students in STEM fields. The Innovation Campus is contemplated to include 675,000 square feet occupied by Virginia Tech, and construction of the fully entitled initial phase is expected to commence in 2021.

The following are key components of our strategy:

Focus on High-Growth Mixed-Use Assets in Metro-Served Submarkets in the Washington, D.C. Metropolitan Area. We intend to continue our longstanding strategy of owning and operating assets within high-growth urban-infill, Metro-served submarkets in the Washington, D.C. metropolitan area with high barriers to entry and vibrant urban amenities. These submarkets include National Landing, the Rosslyn-Ballston Corridor, and Reston in Northern Virginia; the Ballpark, U Street/Shaw, and Union Market, 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.

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Grow NOI from Significant Demand Catalysts in National Landing. We believe the strong technology sector tailwinds created by Amazon, the Virginia Tech Innovation Campus, and our National Landing Smart City initiative will contribute to substantial NOI growth from our Operating Portfolio and our 7.8 million square foot development pipeline in National Landing. Over half our holdings are located in National Landing, and over 80% are located within a 20-minute commute

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of the submarket, where Amazon's new headquarters will house a minimum of 25,000 new full-time jobs and potentially 37,850 planned employees, and Virginia Tech's new $1 billion Innovation Campus will be located. Amazon's growth in National Landing is expected to increase the daytime population in the submarket from approximately 50,000 people today to nearly 90,000 people in the future, representing dramatic growth of about 70%, according to estimates from Amazon and the National Landing Business Improvement District.

We believe our investment in next-generation connectivity infrastructure such as dense, redundant, and secure fiber networks, data center access, and world-class 5G connectivity, will be a key advantage in continuing to attract companies to National Landing. In September 2020, we took our first step in implementing that strategy by investing $25.3 million to secure access to multiple blocks for between 30 and 40 megahertz of licensed CBRS wireless spectrum to support 5G broadband communications for the geographic license areas stretching across National Landing. In addition to other investments that we are making in the submarket, we believe this investment in CBRS spectrum will allow us to control the process of attracting and partnering with best-in-class service providers, making National Landing among the first 5G-operable submarkets in the nation. It will also provide us with valuable tenant inducement tools, such as the ability to offer ubiquitous and redundant fiber connectivity and 5G private cellular networks. These features are increasingly important to technology companies, especially innovators in cybersecurity, internet of things, artificial intelligence and cloud computing.

Drive Incremental Growth Through Lease-up and Stabilization of Our Operating Assets. While COVID-19 has negatively impacted our operating results, we expect many of the affected income streams will respond favorably to a recovery in demand as the pandemic abates. During the fourth quarter of 2020, we believe the impact of COVID-19 reduced our NOI by $15.1 million, comprising $3.7 million of reserves and rent deferrals for office and retail tenants, a $5.8 million decline in NOI in our same store multifamily assets, a $3.9 million decline in parking revenue, and a $1.7 million decline in NOI from the Crystal City Marriott.

In addition to the expected recovery from COVID-19, we believe that, given our leasing capabilities and the tenant demand for high-quality space in our submarkets, 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, 2020, we had 39 in-service operating commercial assets totaling 12.4 million square feet (10.7 million square feet at our share), which were 88.2% leased at our share, resulting in 1.3 million square feet available for lease. As of December 31, 2020, we had 18 in-service multifamily assets totaling 7,111 units (5,327 units at our share), which were 91.3% leased at our share. Further, we expect increases in property rental revenue from: (i) the commencement of signed but not yet commenced leases ($33.0 million total annualized estimated rent as of December 31, 2020) 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.

Deliver Our Under-Construction Assets and Stabilize Our Recently Delivered Assets. As of December 31, 2020, we expected to make an estimated incremental investment of $18.9 million at our share to two under-construction assets: (i) 1770 Crystal Drive, a commercial asset with 273,897 square feet located in National Landing and completed in the fourth quarter of 2020, the office portion of which is 100.0% leased to Amazon, and (ii) 7900 Wisconsin Avenue, a multifamily asset with 322 units (161 units at our share) in Bethesda owned by an unconsolidated real estate venture in which we own a 50.0% interest. Since the fourth quarter of 2019, we completed construction and placed into service three multifamily assets with 689 units (672 units at our share) and two commercial assets with 569,399 square feet (448,333 square feet at our share). As of December 31, 2020, the multifamily assets were 46.2% leased and the office assets were 85.4% leased.

Construct or Monetize Our Significant Development Pipeline. We expect to create value from our significant pipeline of ground-up development opportunities, which we expect will produce favorable risk-adjusted returns on invested capital. We divide our 18.3 million (15.6 million at our share) square foot land portfolio into our near-term development pipeline and our future development pipeline, the latter of which comprises potentially longer-term opportunities. The development pipeline excludes the 2.1 million square

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feet of land (Pen Place) held for sale to Amazon, which we expect to close in 2021, and exchange into an income-producing multifamily asset.

As of December 31, 2020, our near-term development pipeline consists of 10 wholly owned assets, and we estimate that it can support over 5.6 million square feet of estimated potential development density, 75% of which are multifamily projects located in high-growth submarkets of National Landing, the Ballpark, and Union Market/NoMa/H Street. We

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expect five of these multifamily projects to deliver approximately 3,100 units within a half mile of Amazon's new headquarters, including approximately 800 units at 1900 Crystal Drive. We intend to invest in multifamily development as market demand evolves, matching delivery dates with Amazon's expected job growth in National Landing, and new office development subject to preleasing. While these opportunities have the potential to commence construction over the next 36 months, subject to receipt of full entitlements, completion of design and market conditions, these potential investment opportunities will be subject to our rigorous return requirements and our ability to maintain prudent leverage and liquidity levels.

As of December 31, 2020, our future development pipeline consisted of 29 assets, and we estimate it can support over 14.8 million square feet (12.0 million square feet at our share), including the approximately 2.1 million square feet under contract for sale to Amazon, of estimated potential development density, with 94.9% of this potential development density being Metro-served. The estimated potential development densities and uses reflect our current business plans as of December 31, 2020 and are subject to change based on market conditions.

In addition to developing select assets in these pipelines, we will consider opportunities to unlock value through opportunistic asset sales, ground leases and recapitalizations.

Actively Allocate our Capital and Reposition Our Portfolio to Majority Multifamily. A fundamental component of our strategy to maximizing long-term NAV per share is active capital allocation. We evaluate development, acquisition, disposition, share repurchase and other investment decisions based on how they may impact long-term NAV per share. Since our inception, we have completed the sale, recapitalization and ground lease of $1.6 billion of primarily office assets, and we intend to opportunistically sell at least another $1.5 billion of non-core office assets and land. Redeploying the proceeds from these sales will not only help fund our planned growth, but it will also further advance the strategic shift of our portfolio to majority multifamily. When we see elevated asset pricing, potential excess supply, and/or limited prospects for future growth, we will likely sell those assets. We are currently targeting dispositions primarily of office assets in submarkets where we have less concentration and where we anticipate lower growth rates going forward relative to other opportunities within our portfolio. We are also focused on opportunities to turn land assets into income streams or retained capital.

We expect near-term acquisition activity to be focused on assets with redevelopment potential 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. Subject to customary closing conditions, we expect to close the sale of Pen Place to Amazon in 2021 for approximately $149.9 million, and we intend to invest the proceeds from the sale into a like-kind exchange acquisition of a multifamily asset.

Third-Party Services Business

Our third-party asset management and real estate services business provides fee-based real estate services to the WHI, Amazon, the JBG Legacy Funds and other third parties. The WHI pursues a transformational approach to producing affordable workforce housing and creating sustainable, mixed-income communities in the Washington, D.C. region. 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 substantially the same asset management, property management, development, construction management, leasing and other services that were provided prior to the Combination. Other than those related to the WHI, we do not intend to raise any future investment funds, and 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

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not contributed to us. These economic interests will be eliminated as the JBG Legacy Funds are wound down over time.

We believe that the fees we earn in connection with providing these 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

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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 real estate funds, 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. 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: commercial, multifamily 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, 2020 is set forth in Note 19 to the 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,		
(Dollars in thousands)	**2020**	**2019**	**2018**
Rental revenue from the U.S. federal government	$ 84,086	$ 86,644	$ 94,822
Percentage of commercial segment rental revenue	23.4 %	21.2 %	22.0 %
Percentage of total rental revenue	17.8 %	16.7 %	17.6 %

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Sustainable Business Strategy

Our business values integrate environmental sustainability, social responsibility and strong governance practices throughout our organization, which include the design and construction of our new developments and the operation of our existing buildings. 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 that is aligned with the Global Reporting Initiative reporting framework, Sustainable Development Goals, Sustainability Accounting Standards Board standards and recommendations set forth by the Task Force on Climate-related Financial Disclosures. Additionally, we have developed a strategic plan that progresses toward a carbon neutral portfolio over a ten-year horizon. More detailed sustainability information, including our strategy, key performance targets and indicators, annual absolute and like-for-like comparisons, achievements and historical ESG reports are available on our website at https://www.JBGSMITH.com/About/Sustainability. Our Internet 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 rating in the Global Real Estate Sustainability Benchmark Real Estate Assessment and being recognized as a 2020 Global Sector Leader - Diversified - Office/ Residential Sector
- Maintaining oversight of environmental and social matters by the Board of Trustees' Corporate Governance & Nominating Committee
- Surpassing $114 million in investor commitments to the JBG SMITH-managed WHI Impact Pool, which raises funds from third parties and, through year end 2020, closed $21.8 million in loans related to the non-profit Washington Housing Conservancy's purchase of residential communities that contain 1,151 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 ESG team works directly with our business units to integrate our ESG principles throughout our operations and investment process. The team is responsible for annual ESG reporting, maintaining building certifications, ESG improvement programs and implementation and coordinating with industry and community partners.

To ensure that our ESG principles are fully integrated into our business practices, Steering Committees, including members of our management team, provide top-down support for the implementation of ESG initiatives. The ESG team provides our Board of Trustees' Corporate Governance & Nominating Committee with periodic updates on ESG strategy.

Energy and Water Management

We believe that the efficient use of natural resources will result in sustainable long-term value. We have committed to: reduce energy consumption 25%, predicted energy consumption 25%, water consumption 20%, embodied carbon 20%, and greenhouse gas emissions (scope one and two) 25%; increase waste diversion to 60%, and verify all assets across our operating portfolio and development pipeline by 2030.

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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 have improved energy performance by an average of approximately 3.0% each year since 2014, which is a cumulative improvement of 15%, and are on track to meet or exceed the improvement goal by 2024. We achieve this improvement through real time energy use monitoring. We plan to report progress on these commitments annually in our ESG report.

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We use green building certifications as a verification tool across our portfolio. These certifications demonstrate our commitment to sustainable design and performance. At a minimum we strive to benchmark our assets to help inform capital improvement projects. As of December 31, 2020:

- 69% of all operating assets, based on square footage, have earned at least one green certification:
    - 6.7 million square feet of LEED Certified Commercial Space (61%)
    - 2.0 million square feet of LEED Certified Multifamily Space (40%)
    - 4.1 million square feet of ENERGY STAR Certified Commercial Space (37%)
    - 1.8 million square feet of ENERGY STAR Certified Multifamily Space (37%)
- 97% of our operational assets' energy and water use are benchmarked

Our long-term strategy to reduce energy and water consumption includes operational and capital improvements that align with our business plan and contribute to our sustainability 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.

Our development strategy focuses on reducing predicted energy and water consumption and embodied carbon, contributing to our sustainability 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.

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, nutritious fresh foods in our common areas and fitness.

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 leases and renewals.

Climate Change Adaptation

We take seriously climate change and the risks associated with climate change, and we are committed to aligning our investment strategy with science. 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 physical risks to our properties, we have conducted a climate risk assessment, which includes our operating assets and land holdings in our development pipeline. Management intends to use the results of this assessment to inform our asset management planning and design of our new developments.

Social Responsibility

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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 region through continued investment in our

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projects and local communities. We recognize, however, that new development can foster challenging growth dynamics, with issues 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. The most recent example 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, 2020, we have committed to invest $11.2 million in the WHI Impact Pool, and our Executive Vice President of Social Impact Investing manages this effort. The WHI's Impact Pool has completed closings of capital commitments totaling $114.4 million, and closed $21.8 million in loans related to the non-profit Washington Housing Conservancy's purchase of residential communities that contain 1,151 units. The initiatives' goals include:

- Preserving or building between 2,000 and 3,000 units of affordable workforce housing in the Washington, D.C. region; and
- Delivering triple bottom line results consisting of environmental and social objectives in addition to financial returns.

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% females and 56% minorities, and our senior leadership has 41% female representation. Our Board of Trustees currently comprises 27% females which will increase to 33.3% when Phyllis Caldwell joins our Board effective March 1, 2021. Our Board of Trustees has made a long-term commitment to evolve in a direction that reflects the strength and diversity of our national labor force and establish an equal balance between men and women and one that reflects the diversity of our country.

To learn more about our ESG initiatives and performance, please visit https://www.JBGSMITH.com/About/Sustainability and download our ESG Report. Our Internet website and the information contained therein or connected thereto are not intended to be incorporated into this Annual Report on Form 10-K.

Regulatory Matters

Environmental Matters

Under various federal, state and local laws, ordinances and regulations, an owner of real estate is liable for the costs of removal or remediation of certain hazardous or toxic substances on such real estate. These laws often impose such liability without regard to whether the owner knew of, or was responsible for, the presence of such hazardous or toxic substances. The costs of remediation or removal of such substances may be substantial and the presence of such substances, or the failure to promptly remediate such substances, may adversely affect the owner's ability to sell such real estate or to borrow using such real estate as collateral. In connection with the ownership and operation of our assets, we may be potentially liable for such costs. The operations of current and former tenants at our assets have involved, or may have involved, the use of hazardous materials or generated hazardous wastes. The release of such hazardous materials 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 send contaminated materials

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to other locations for treatment or disposal, we may be liable for the cleanup of those sites if they become contaminated.

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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 the preparation and issuance of a written report. Soil 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. They 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 did not reveal 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, 2020, 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

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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

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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 are located at 4747 Bethesda Avenue, Suite 200, Bethesda, MD 20814. As of December 31, 2020, we had 1,050 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 diversity and inclusion.

We use talent management practices in the broadest sense to create a holistic, engaging work experience for our employees. The upshot of these practices includes accolades such as placing third on The Washington Post's list of Great Places to Work for large employers. The sentiments that led to this award were reiterated by our employees throughout the year in the frequent pulse surveys conducted to ensure we were supporting our population during the pandemic. Commensurate with our high levels of engagement, we also saw a decline in turnover for the second consecutive year. Given our continued desire to remain an employer of choice, we continue to monitor the effectiveness of our engagement and the engagement survey we launched in January 2021 reflected positive results and higher levels of engagement than previous such surveys.

A key to engagement for us is ensuring we are prioritizing our employees' needs and creating a workplace experience where employees thrive. We are proud of what we offer in the area of talent management and the investment we are making in our employee population – especially in a year where many companies were not able to do the same due to COVID-19.

2020 also marked a transformative year in our corporate diversity and inclusion effort, as we continued to execute our comprehensive, multi-year strategy. With an ongoing focus on our five strategic pillars – (i) workforce and talent, (ii) workplace culture, (iii) business integration, (iv) industry and branding and (v) metrics and accountability – we have made notable progress in our journey to cultural and behavioral change.

From developing a multifaceted D&I communications strategy to launching our JBG SMITH Inclusion Community, our commitment to D&I was a priority throughout 2020. To help build D&I competency throughout the organization, our executive team and senior leaders took part in D&I training and participated in related sessions focused on educating and raising awareness. In response to the external climate, specifically the well-publicized instances of racial injustice that took center stage in 2020, we created platforms for our employees to have a voice and engage in important dialogue. Through the launch of our JBG SMITH D&I Employee Roundtable Series, which included over 100 people, to various facilitated team discussions, we created opportunities to leverage the collective voices of our employees and impact real change.

We also focused on embedding D&I even further into our business, with a focus on implementing more inclusive and equitable systems, practices and processes. We assessed our talent and recruitment function to establish more inclusive, equitable processes and practices. From being intentional about how and where we recruit diverse talent, to ensuring diverse candidate slates for all open positions, the changes implemented resulted in our 2020 internship class being 54% diverse, with 30% of our interns coming from new partnerships with diverse colleges, universities and professional organizations.

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.JBGSMITH.com) as soon as reasonably practicable after they are electronically filed with,

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or furnished to, the SEC. Also available on our website are copies of our Audit Committee Charter, Compensation Committee Charter, Corporate Governance and Nominating

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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 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 a 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 COVID-19

COVID-19 has significantly impacted and disrupted our business, is expected to continue to significantly impact and cause disruption to, our business, financial performance and condition, operating results and cash flows, and such impacts and disruptions could have a material adverse effect on us. Future outbreaks of highly infectious or contagious diseases or other public health crises could have adverse effects on our business.

Since late February 2020, we have experienced additional cleaning and sanitation costs, reduced revenue from commercial parking, failures by some of our residential and commercial and many of our retail tenants to pay rent, combined with the inability to pursue our rights against many of those tenants due to governmental suspensions of evictions and late fees. Additional factors that could negatively impact our ability to successfully operate during or following COVID-19 or another pandemic, or that have otherwise significantly adversely impacted and disrupted our business, financial performance and condition, operating results and cash flows, or otherwise adversely impact our shareholders and may continue to do so include:

- Property rental income, our primary source of operating cash flow, depends on occupancy levels and rental rates, as well as our tenants' ability and willingness to pay rent, and our ability to continue to collect rents, on a timely basis or at all, without reductions or other concessions, in our commercial and multifamily properties. For the three months ended December 31, 2020, 1.5% on a consolidated basis and 1.4% at our share of our commercial office tenants, 1.4% on a consolidated basis and 1.3% at our share of our multifamily tenants, and 25.7% of our retail tenants on a consolidated basis and 27.4% at our share had not yet paid their rent for the months of October through December 2020. Our rent collections for January 2021 kept pace with our fourth quarter of 2020 rent collections;
- During the fourth quarter of 2020, we believe the impact of COVID-19 reduced our NOI by $15.1 million, comprising $3.7 million of reserves and rent deferrals for office and retail tenants, a $5.8 million decline in NOI in our same store multifamily assets, a $3.9 million decline in parking revenue, and a $1.7 million decline in NOI from the Crystal City Marriott. The decreased income from the Crystal City Marriott hotel in National Landing was due to its temporary closure and lower occupancy. The hotel closed in late-March 2020 and reopened in mid-June 2020. NOI from this asset decreased $3.8 million for the year ended December 31, 2020 compared to 2019.
- We have experienced and continue to experience decreased property rental revenue due to deferral of rent for tenants that were placed on the cash basis of accounting and increases in uncollectable operating lease receivables. Property rental income may be reduced or eliminated due to delays in enforcing our rights as landlord, including the inability to evict tenants that fail to pay rent, new federal and state governmental regulations related to the pandemic or otherwise. As a result, we may incur

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substantial costs in protecting our investments, and we can provide no assurances that such efforts will be successful;

- Demand for office space in the Washington, D.C. metropolitan area and nationwide has declined and is likely to continue to decline due to the current economic downturn, bankruptcies, downsizing, layoffs, government regulations and restrictions on travel and permitted businesses operations that may be extended in duration and become recurring, increased usage of teleworking arrangements and cost cutting resulting from the pandemic, which could lead to lower

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office occupancy (as of December 31, 2020, approximately 9.6% of our commercial and retail leases at our share, based on square footage, were scheduled to expire in 2021 or had month-to-month terms);

- A component of "Third-party real estate services, including reimbursements," the metric we use to measure and evaluate the performance of our third-party asset management and real estate services business operating segment, may decline if we do not receive reimbursement revenue, which 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. Reimbursement revenue decreased in the second and third quarters and may continue to decline where third-party clients cannot or do not reimburse us for such expenses, resulting in us incurring these costs in "General and administrative: third-party real estate services," but not being reimbursed for them, which could have a material adverse effect on this operating segment ("General and administrative: third-party real estate services expense" was $114.8 million and $113.5 million for years ended December 31, 2020 and 2019, and "Reimbursement revenue" was nearly half of total revenue of our third-party asset management and real estate services business –$56.7 million of $113.9 million for the year ended December 31, 2020, and $55.4 million of $120.9 million, for the year ended December 31, 2019);
- The potential deterioration of the appeal of our Placemaking model of amenity-rich, walkable Metro-served neighborhoods. Our Placemaking strategies include the delivery of new multifamily and office developments, locally sourced amenity retail and thoughtful improvements to streetscapes, sidewalks, parks and other outdoor gathering spaces. COVID-19 may change how people think about work and residential spaces, as well as the appeal of public transportation, which could have a material adverse effect on our Placemaking model;
- Demand for retail space in our submarkets may continue to decrease as most of our retail tenants continue to experience diminished revenue and loss of cash flow due to government regulations and restrictions on travel and permitted businesses operations, reduced or eliminated foot traffic and economic uncertainty. Furthermore, our Placemaking model depends in significant part on a retail component, which frequently involves retail assets embedded in or adjacent to our multifamily and/or office assets. Temporary store closures and government mandated physical distancing requirements are significantly affecting our retail tenants' ability to generate sales and have caused many retailers to, among other things, permanently close stores, decrease the size of new or existing stores, ask for concessions from us or go bankrupt;
- Our under-construction assets may take longer to reach completion, and assets that were recently moved from under-construction assets to operating assets totaling approximately 569,399 square feet (448,333 square feet at our share) and 689 units (672 units at our share) in the aggregate as of December 31, 2020 may take longer to stabilize and contribute to NOI;
- The inability to renew leases, lease vacant space or re-let space as leases expire, or a decline in rental rates on new leases due to a deterioration in the economy and market conditions due to the pandemic. We are experiencing and expect to continue to experience depressed near-term leasing activity in both our commercial and multifamily portfolios, including the delay in the lease-up of our recently delivered multifamily assets;
- A delay or reversal of the anticipated growth in our NOI;
- The scaling back or delay of a significant amount of planned discretionary capital expenditures for 2020 and 2021, including planned renovation projects, which could adversely affect the value of our properties;
- We have experienced and may continue to experience supply chain and/or labor delays and disruptions as a result of new job site procedures or for other reasons, such as insufficient construction personnel, delays in advancing entitlements, or the inability to obtain necessary permits; this could result in construction or development costs for our projects exceeding original estimates;
- Our cash flow from operations may be materially reduced if our tenants fail to pay rent, a risk heightened by COVID-19, and as a result, we may be unable to satisfy our covenants or maintain the required financial ratios under our debt agreements. Failure to comply with our covenants could cause a default under one of our debt instruments, which may require us to repay such debt with capital from other sources or give possession of a property to the lender; and

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- The extent and duration of COVID-19-related restrictions on travel and the types of businesses that may continue to operate will affect estimates used in the preparation of the underlying cash flows used in assessing our long-lived assets for impairment and the assessment of the collectability of receivables from tenants, including deferred rent receivables, due to the effects of COVID-19 on their financial position. We have made what we believe to be appropriate accounting estimates based on the facts and circumstances available as of the reporting date. To the extent

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these estimates differ from actual results, our consolidated financial statements may be materially affected. Furthermore, we recorded an impairment loss of $6.5 million during 2020 as we determined that our investment in our former unconsolidated real estate venture that owns The Marriott Wardman Park hotel was impaired due to a decline in the fair value of the underlying asset due to its closure from the effects of COVID-19, and we could incur further impairment losses on our properties.

The significance, extent and duration of the impact of COVID-19 on our business remains largely uncertain and dependent on near-term and future developments that cannot be accurately predicted at this time, such as the continued severity, duration, transmission rate and geographic spread of COVID-19 in the United States, the speed of the vaccine roll-out, effectiveness and willingness of people to take COVID-19 vaccines, the duration of associated immunity and their efficacy against emerging variants of COVID-19, the extent and effectiveness of other containment measures taken, and the response of the overall economy, the financial markets and the population, particularly in areas in which we operate, once the current containment measures are lifted and whether the residential market in the Washington, D.C. region and any of our properties will be materially impacted by the moratoriums on residential evictions, among others.

The rapid development and fluidity of this situation precludes any prediction as to the ultimate adverse impact of COVID-19. As a result, we cannot provide an estimate of the overall impact of COVID-19 on our business or when, or if, we will be able to resume normal operations. Nevertheless, COVID-19 presents material uncertainty and risk with respect to our business, financial performance and condition, operating results and cash flows.

Risks Related to Our Business and Operations

Our portfolio of assets is geographically concentrated in the Washington, D.C. metropolitan area and submarkets therein, 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, and the cost of complying with governmental regulations or increased regulation), as well as to natural disasters (including earthquakes, floods, storms and hurricanes), 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. 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, our submarkets, especially National Landing, or any decrease in demand for office, multifamily 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 a metropolitan economy that is heavily reliant on federal government spending, 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 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,

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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. These curtailments in federal spending or changes in federal leasing policy could occur in the future, which could have a material adverse effect on us.

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If Amazon invests less than the announced amounts in National Landing or makes such investment over a longer period, our ability to achieve the benefits associated with Amazon's headquarters in National Landing could be adversely affected, which could have a material adverse effect on us and the market price of our common shares. Furthermore, National Landing could fail to achieve the anticipated collateral financial effect associated with Amazon's headquarters, which could have a material adverse effect on us and the market price of our common shares.

The benefits of Amazon's new headquarters locating in National Landing that might accrue to us may be less than we, financial or industry analysts or investors anticipate. For example, if Amazon invests less than the announced amounts in National Landing or makes such investment over a longer period than anticipated, or if its business prospects decline, our ability to achieve the benefits associated with Amazon's headquarters location in National Landing could be adversely affected. Furthermore, Amazon's headquarters location in National Landing may not have the anticipated collateral financial effect. 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. Amazon also currently leases a significant amount of office space from us, all or a substantial portion of which it may vacate following completion of the office buildings it is currently developing on land purchased from us in National Landing. If we are unable to re-lease that space at market 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 or does not have the anticipated collateral financial effect, 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, 2020, approximately 23.4% 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, 2020, GSA was our largest single tenant, with 61 leases comprising 20.4% 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. 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. 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 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 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.

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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 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;

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- 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, weather conditions or supply disruptions;
- 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, 2020, approximately 11.6% of our assets measured by total square feet at our share were 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 with our business interests or goals and may be in a position to take action or withhold consent contrary to our policies or objectives. In some instances, partners or co-venturers may have competing interests in our markets that could create conflict of interest issues. 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. Consequently, actions by or disputes with partners or co-venturers might result in subjecting assets owned by the partnership or real estate venture to additional risk. In addition, we may in certain circumstances be liable for the actions of our third-party partners or co-

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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.

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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, 2020, the 20 largest office and retail tenants in our Operating Portfolio represented approximately 53.0% of our share of total annualized office and retail estimated 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, 2020, five of our assets in the aggregate generated approximately 22.6% 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 business model 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, 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 to attract shoppers and could be adversely affected by the loss of, or a store closure by, one or more of these tenants. 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 business model, 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, 2020, we estimate that our 10 wholly owned near-term development pipeline assets will total 5.6 million square feet of estimated potential development density and our 29 future development pipeline assets will total 14.8 million square feet (12.0 million square feet at our share) of estimated potential development density. The potential development density estimates for our development pipeline and/or any

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particular development parcel are based solely on our estimates, using data available to us, and our business plans as of December 31, 2020. The actual density of our development pipeline and/or any development parcel may differ substantially from our estimates based on numerous

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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. Moreover, we may strategically choose not to develop, redevelop or use our development pipeline to its maximum potential development density or may be unable to do so as a result of factors beyond our control, including our ability to obtain financing on terms and conditions that we find acceptable, or at all, to fund our development activities. 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, 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; 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. 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 launched against a target. 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.

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 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

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operations. Additionally, mortgage debt 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

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acquisitions of properties, or acquire properties on favorable terms, or at all.

- The composition of our portfolio by asset type is likely 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.
- 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, 2020, leases representing 9.6% of our share of the office and retail square footage in our Operating Portfolio are scheduled to expire in 2021 or have month-to-month terms, and 12.3% 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 commercial, multifamily 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.
- 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 assets. 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, 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, 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

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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

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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.

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 and debt 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 equity securities, which would be senior to our common shares upon liquidation, and/or preferred equity securities, which 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, 2020, we had $2.0 billion aggregate principal amount of consolidated debt outstanding, and our unconsolidated real estate ventures had $1.2 billion aggregate principal amount of debt outstanding ($399.0 million at our share), resulting in a total of $2.4 billion aggregate principal amount of debt outstanding at our share. A portion of our outstanding debt is guaranteed by our operating partnership. 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

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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.

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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. 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, 2020, approximately $678.3 million of our outstanding consolidated debt was subject to instruments that bear interest at variable rates without the benefit of arrangements that hedge against the risk of rising interest rates, and we may also borrow additional money at variable interest rates in the future without the benefit of associated hedges. 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. Based on our aggregate variable rate debt outstanding as of December 31, 2020, an increase of 100 basis points in interest rates would result in a hypothetical increase of approximately $6.9 million in interest expense on an annual basis. The amount of this change includes the benefit of interest rate swaps and caps we currently have in place.

Subject to these restrictions, we may enter into hedging transactions to protect ourselves from the effects of interest rate fluctuations on floating rate debt. As of December 31, 2020, our hedging transactions included interest rate swap agreements, which covered $862.7 million of our outstanding consolidated debt. 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 cash flow hedges under applicable accounting standards. Furthermore, should we desire to terminate a hedging agreement, there could be significant costs and cash requirements. Finally, he 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 have a material adverse effect on us.

The future of the reference rate used in our existing floating rate debt instruments and hedging arrangements is uncertain, which could have an uncertain economic effect on these instruments, which could have a material adverse effect on us.

Our existing floating rate debt instruments, including our credit facility, and our hedging arrangements currently use as a reference rate the USD-LIBOR, and we expect a transition from LIBOR to another reference rate due to plans to phase out the reference rate by the end of 2021, after which point its continuation cannot be assured. Though an alternative reference rate for USD-LIBOR, the SOFR, exists, significant uncertainties still remain. We can provide no assurance regarding the future of LIBOR and when our LIBOR-based instruments will transition from USD-LIBOR as a reference rate to SOFR or another reference rate. The discontinuation of a benchmark rate or other financial metric, changes in a benchmark rate or other financial metric, or changes in market perceptions of the acceptability of a benchmark rate or other financial metric, including LIBOR, could, among other things result in increased interest payments, changes to our risk exposures, or require renegotiation of previous transactions. In addition, any such discontinuation

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or changes, whether actual or anticipated, could result in market volatility, adverse tax or accounting effects, increased compliance, legal and operational costs, and risks associated with contract negotiations.

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Risks and Conflicts of Interest Related to Our Organization and Structure

Tax consequences to holders of JBG SMITH LP limited partnership 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 JBG SMITH LP limited partnership 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 our operating partnership, 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 because of their previous or continuing equity interest in, or positions at, JBG or Vornado, as applicable, 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 entitles them to receive additional compensation if certain funds or real estate venture achieves certain return thresholds.

Some of our trustees and executive officers are persons who are or have been employees of JBG or were employees of Vornado. Because of their current or former positions with JBG or Vornado, certain of our trustees and executive officers own equity interests in certain JBG Legacy Funds and related entities or Vornado common shares or other Vornado equity awards. In addition, one of our trustees continues to serve as chief executive officer and chairman of the Board of Trustees of Vornado. Ownership of interests in the JBG Legacy Funds or Vornado common shares, or service as a trustee or managing partner, as applicable, at either company, 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. 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) were not transferred to us and remain under the control of these individuals. As a result, 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. In addition, members of our senior management 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. As a result, members of our senior management could be incentivized to spend time and effort maximizing the cash flow from the assets being retained by the JBG Legacy Funds and certain real estate ventures, particularly through sales of assets, which may 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 with the JBG Legacy Funds include transactions with these funds and competition for tenants. We have, and in the future we may, enter into transactions with the JBG Legacy Funds, such as purchasing assets from them. Any such transaction would create 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 own interests in the general partner or other managing entities of the funds. We may compete for tenants with the JBG Legacy Funds and because we typically manage the assets of the JBG Legacy Funds, we may have a conflict of interest when competing for a tenant if the tenant is interested in assets owned by us and the JBG Legacy 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 our operating partnership, which may result in shareholder dilution through the issuance of OP Units that may be exchanged for common shares. This

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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, 2020, in the future we may agree to protect the contributors' ability to

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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 our operating partnership and Maryland law 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, no 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 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. 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.

This ownership limit and the other restrictions on ownership and transfer of our shares contained in our declaration of trust may:

- 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
- 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 Maryland law 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

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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 our operating partnership 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.

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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 JBG SMITH LP. Likewise, our ability to pay dividends to our shareholders 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 Maryland law, 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 requires us to indemnify our trustees and officers for actions taken by them in those and certain other capacities to the maximum extent permitted by Maryland law. The Maryland REIT law permits a REIT to indemnify and advance expenses to its trustees, officers, employees and agents to the same extent

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as permitted by the MGCL for directors and officers of a Maryland corporation. Generally, Maryland law 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

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reasonable cause to believe that his or her actions were unlawful. Under Maryland law, 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, your 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 and could not deduct our distributions in determining our taxable income subject to tax. 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 in these situations, 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 or debt securities 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. Any restrictions on our ability to incur additional indebtedness or make certain distributions could preclude us from meeting the 90% distribution requirement. Decreases in funds from operations due to unfinanced expenditures for acquisitions of assets or increases in the number of shares outstanding without commensurate increases in funds from operations would each adversely affect our ability to maintain our current level of distributions to our shareholders. 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.

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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 direct (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

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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 a corporation in which a REIT directly or indirectly holds stock and which has elected, with the REIT to be 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 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 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 immediately after the Separation and at all times during the two years after the Separation. However, if either Vornado or

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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.

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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.

One of the most significant factors that could cause actual outcomes to differ materially from our forward-looking statements is the adverse effect of the current pandemic of the novel coronavirus, or COVID-19 and the ensuing economic turmoil on the Company, our financial condition, results of operations, cash flows, performance, our tenants, the real estate market, and the global economy and financial markets. The extent to which COVID-19 continues to impact us and our tenants depends on future developments, many of which are highly uncertain and cannot be predicted with confidence. These developments include: the continued severity, duration, transmission rate and geographic spread of COVID-19 in the United States, the speed of the vaccine roll-out, effectiveness and willingness of people to take COVID-19 vaccines, the duration of associated immunity and vaccine efficacy against emerging variants of COVID-19, the extent and effectiveness of other containment measures taken, and the response of the overall economy, the financial markets and the population, particularly in areas in which we operate, once the current containment measures are lifted and whether the residential market in the Washington, D.C. region and any of our properties will be materially impacted by the moratoriums on residential evictions; the impact of disruptions to the credit and capital markets on our ability to access capital, including refinancing maturing debt; changes to the amount and manner in which tenants use space; whether we incur additional costs or make additional concessions or offer other incentives to existing or prospective tenants to reconfigure space; the impact on our net operating income, same store net operating income, NAV, stock price, revenue from our multifamily and commercial portfolio, operating costs, deferrals of rent, uncollectable operating lease receivables, occupancy rates, parking revenue, and burn-off of rent abatement; whether the Washington, D.C. region will be more resilient than other parts of the country in any recession resulting from COVID-19; our annual dividend per share and dividend yield; annualized net operating income; in the case of our construction and near-term development assets, estimated square feet, estimated number of units and in the case of our future development assets, estimated potential development density; expected key Amazon transaction terms and timeframes for closing any Amazon transactions not yet closed; planned infrastructure and education improvements related to Amazon's additional headquarters (including whether the incentives bill will have the desired effect on jobs growth, whether state and local governments will make anticipated the infrastructure and education investments and whether the anticipated private investments in National Landing will occur) and the Virginia Tech Innovation Campus; the economic impact of Amazon's additional headquarters on the D.C. region and National Landing; the impact of our role as the exclusive developer, property manager and retail leasing agent in connection with Amazon's new headquarters; our development plans related to Amazon's additional headquarters; whether any of our tenants succeed in obtaining government assistance under the CARES Act and other programs and use any resulting proceeds to make lease payments owed to us; whether we can access agency debt secured by our currently-unencumbered multifamily assets timely, on reasonable terms or at all; whether the delay in our planned 2020 discretionary operating asset capital expenditures had or will have any negative impact on our properties or our ability to generate revenue; and the allocation of capital to our share repurchase plan and any impact on our stock price, among others, 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 ongoing and 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, but are not limited to:

- the economic health of the greater Washington Metro region and our geographic concentration therein, particularly our concentration in National Landing;

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- reductions in or actual or threatened changes to the timing of federal government spending;
- changes in general political, economic and competitive conditions and specific market conditions;

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- 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 debt and other indebtedness;
- compliance with applicable laws, including those concerning the environment and access by persons with disabilities;
- terrorist attacks 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.

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 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. "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, 2020, approximately 11.6% of our assets, as measured by total square feet, were 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," "near-term development" or "future development."

The following tables provide information about each of our commercial, multifamily, near-term development pipeline and future development pipeline portfolios as of December 31, 2020. Many of our near-term and

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future development pipeline assets are adjacent to or an integrated component of operating commercial or multifamily assets in our portfolio. A significant 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.

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Commercial Assets

Commercial Assets	% Ownership	C/U [1]	Same Store [2]: YTD 2019-2020	Total Square Feet	% Leased	Office % Occupied	Retail % Occupied
D.C.							
Universal Buildings	100.0 %	C	Y	659,459	96.9%	96.5%	99.6%
2101 L Street	100.0 %	C	Y	378,400	82.4%	81.4%	92.6%
1730 M Street [3]	100.0 %	C	Y	204,860	88.0%	87.5%	100.0%
1700 M Street [4]	100.0 %	C	Y	34,000	-	-	-
L'Enfant Plaza Office-East [3]	49.0 %	U	Y	397,057	88.3%	88.3%	-
L'Enfant Plaza Office-North	49.0 %	U	Y	297,620	93.4%	93.8%	87.1%
500 L'Enfant Plaza	49.0 %	U	N	215,218	96.1%	96.1%	-
L'Enfant Plaza Retail [3]	49.0 %	U	Y	119,291	74.7%	100.0%	70.6%
The Foundry	9.9 %	U	Y	225,622	89.6%	89.3%	100.0%
1101 17th Street	55.0 %	U	Y	208,860	84.6%	83.8%	100.0%
VA							
Courthouse Plaza 1 and 2 [3]	100.0 %	C	Y	630,045	81.7%	80.4%	95.5%
1550 Crystal Drive	100.0 %	C	Y	547,551	86.4%	86.6%	82.4%
2121 Crystal Drive	100.0 %	C	Y	505,349	76.2%	76.2%	-
2345 Crystal Drive	100.0 %	C	Y	500,274	77.4%	77.0%	100.0%
RTC-West [5]	100.0 %	C	Y	470,037	90.4%	91.0%	84.8%
2231 Crystal Drive	100.0 %	C	Y	468,262	83.3%	81.5%	97.4%
2011 Crystal Drive	100.0 %	C	Y	440,410	73.7%	74.0%	50.3%
2451 Crystal Drive	100.0 %	C	Y	401,902	78.9%	78.4%	92.6%
1235 S. Clark Street	100.0 %	C	Y	384,437	97.8%	92.8%	100.0%
241 18th Street S.	100.0 %	C	Y	361,799	95.1%	93.6%	83.8%
251 18th Street S.	100.0 %	C	Y	339,628	96.2%	100.0%	71.9%
1215 S. Clark Street	100.0 %	C	Y	336,159	100.0%	100.0%	100.0%
201 12th Street S.	100.0 %	C	Y	329,607	99.8%	99.8%	100.0%
800 North Glebe Road	100.0 %	C	Y	303,644	98.5%	100.0%	82.3%
2200 Crystal Drive	100.0 %	C	Y	283,608	82.8%	82.8%	-
1901 South Bell Street	100.0 %	C	Y	276,961	91.5%	92.1%	-
1225 S. Clark Street	100.0 %	C	Y	276,594	94.3%	94.1%	100.0%
Crystal City Marriott (345 Rooms)	100.0 %	C	Y	266,000	-	-	-
2100 Crystal Drive	100.0 %	C	Y	254,258	99.7%	99.7%	-
1800 South Bell Street	100.0 %	C	N	206,186	99.2%	100.0%	88.8%
200 12th Street S.	100.0 %	C	Y	202,708	82.6%	82.6%	-
Crystal City Shops at 2100	100.0 %	C	Y	53,174	84.4%	-	84.4%
Crystal Drive Retail	100.0 %	C	Y	56,965	87.9%	-	87.9%
Central Place Tower [3]	50.0 %	U	Y	552,495	96.2%	96.0%	100.0%
Stonebridge at Potomac Town Center [6]	10.0 %	U	Y	503,613	93.7%	-	91.9%
Rosslyn Gateway-North	18.0 %	U	Y	145,003	81.9%	80.5%	96.0%
Rosslyn Gateway-South	18.0 %	U	Y	102,791	78.3%	81.3%	40.4%
MD							
7200 Wisconsin Avenue	100.0 %	C	Y	267,703	78.4%	75.3%	100.0%
One Democracy Plaza [3] [6]	100.0 %	C	Y	212,894	87.1%	87.0%	100.0%
Total / Weighted Average				**12,420,444**	**88.5%**	**88.1%**	**89.1%**
Recently Delivered							
D.C.							
1900 N Street [3]	55.0 %	U	N	269,035	74.1%	76.4%	-
MD							
4747 Bethesda Avenue [7]	100.0 %	C	N	300,364	90.9%	90.5%	55.9%
Total / Weighted Average				**569,399**	**83.0%**	**83.8%**	**35.4%**
Operating - Total / Weighted Average				**12,989,843**	**88.3%**	**87.9%**	**88.3%**
Under-Construction							
VA							

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1770 Crystal Drive	100.0 %	C	273,897	98.3%		
Total / Weighted Average			**13,263,740**	**88.5%**		

Totals at JBG SMITH Share				
In-service assets	10,665,525	88.2%	87.8%	88.7%
Recently delivered assets	448,333	85.4%	85.8%	42.4%
Operating assets	11,113,858	88.1%	87.7%	87.7%
Under-construction assets	273,897	98.3%		

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Note: At 100% share, unless otherwise noted. Excludes our 10% subordinated interest in one commercial building held through a real estate venture in which we have no economic interest.

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

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

(3) Asset is subject to a ground lease.

(4) This asset, a development site in Washington, D.C., was leased by us (as landlord) in 2018 for a 99-year term, with no extension options.

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

Commercial Asset	In-Service	Not Available for Lease
RTC - West	470,037	17,988

(6) Not Metro-served.

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

Multifamily Assets

Multifamily Assets	% Ownership	C/U [1]	Same Store [2]: YTD 2019-2020	Number of Units	Total Square Feet	% Leased	Multifamily % Occupied	Retail % Occupied
D.C.								
West Half	100.0 %	C	N	465	384,976	53.8%	49.2%	57.6%
Fort Totten Square	100.0 %	C	Y	345	384,956	97.3%	92.5%	100.0%
WestEnd25	100.0 %	C	Y	283	273,264	96.8%	92.2%	-
F1RST Residences	100.0 %	C	N	325	270,928	91.8%	83.4%	100.0%
1221 Van Street	100.0 %	C	N	291	225,530	95.4%	90.0%	100.0%
North End Retail	100.0 %	C	Y	—	27,355	100.0%	N/A	94.1%
The Gale Eckington	5.0 %	U	Y	603	466,716	89.7%	81.4%	100.0%
Atlantic Plumbing	64.0 %	U	Y	310	245,527	97.1%	93.9%	97.4%
VA								
RiverHouse Apartments	100.0 %	C	Y	1,676	1,327,551	94.2%	93.1%	100.0%
The Bartlett	100.0 %	C	Y	699	619,372	91.5%	87.3%	100.0%
220 20th Street	100.0 %	C	Y	265	271,476	95.5%	88.7%	100.0%
2221 S. Clark Street	100.0 %	C	Y	216	164,743	100.0%	100.0%	-
Fairway Apartments [3]	10.0 %	U	Y	346	370,850	97.4%	96.5%	-
MD								
Falkland Chase-South & West	100.0 %	C	Y	268	222,754	94.0%	92.5%	-
Falkland Chase-North	100.0 %	C	Y	170	112,186	99.4%	98.2%	-
Galvan	1.8 %	U	Y	356	390,293	98.0%	94.1%	97.1%
The Alaire [4]	18.0 %	U	Y	279	266,673	96.4%	92.5%	90.0%
The Terano [4] [5]	1.8 %	U	Y	214	196,921	96.6%	91.6%	88.8%
Total / Weighted Average				**7,111**	**6,222,071**	**92.4%**	**88.4%**	**94.1%**
Recently Delivered								
D.C.								
The Wren [6]	96.1 %	C	N	433	332,682	55.6%	33.5%	100.0%
901 W Street	100.0 %	C	N	161	158,431	47.7%	28.0%	50.9%
900 W Street	100.0 %	C	N	95	70,150	-	-	-
Total / Weighted Average				**689**	**561,263**	**46.4%**	**27.6%**	**82.9%**
Operating - Total / Weighted Average				**7,800**	**6,783,334**	**88.6%**	**83.0%**	**92.7%**

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Under-Construction							
MD							
7900 Wisconsin Avenue	50.0 %	U	322	359,025			
Total			**8,122**	**7,142,359**			
Totals at JBG SMITH Share							
In-service assets			5,327	4,561,220	91.3%	87.8%	93.5%
Recently delivered assets			672	548,421	46.2%	27.4%	82.5%
Operating assets			5,999	5,109,641	86.5%	81.1%	91.6%
Under-construction assets			161	179,513			

Note: At 100% share, unless otherwise noted.

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

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

(3) Not Metro-served.

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(4) Asset is subject to a ground lease.

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

Multifamily Asset	In-Service	Not Available for Lease
The Terano	196,921	2,847

(6) Ownership percentage reflects expected dilution of our real estate venture partner as contributions are funded during the construction of the asset. As of December 31, 2020, our ownership interest was 96.0%.

Near-Term Development Pipeline

	Estimated Potential Development Density (SF)				Estimated
Asset	Total	Office	Multifamily	Retail	Number of Units
D.C.					
5 M Street Southwest	705,400	—	675,400	30,000	615
Gallaudet Parcel 1-3 (1)	818,000	—	756,400	61,600	840
VA					—
1900 Crystal Drive (2)	820,400	—	777,600	42,800	810
2000 South Bell Street	394,400	—	375,900	18,500	365
2001 South Bell Street	323,900	—	312,800	11,100	420
2250 Crystal Drive (3)	677,100	—	677,100	—	825
223 23rd Street	512,800	—	512,800	—	700
2525 Crystal Drive (4)	750,000	750,000	—	—	—
101 12th Street	239,600	234,400	—	5,200	—
RTC - West Trophy Office	396,000	380,000	—	16,000	—
Total / Weighted Average	**5,637,600**	**1,364,400**	**4,088,000**	**185,200**	**4,575**

Note: At JBG SMITH share.

(1) Controlled through an option to acquire a leasehold interest. As of December 31, 2020, the weighted average remaining term for the option is 2.4 years.

(2) Asset is fully entitled and designed.

(3) In the fourth quarter of 2020, 2300 Crystal Drive was renamed 2250 Crystal Drive.

(4) Estimated Potential Development Density (SF) use is subject to change based on market demand and entitlement.

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Future Development Pipeline

Region	Number of Assets	Estimated Potential Development Density (SF)				Estimated Commercial SF / Multifamily Units to be Replaced [1]
		Total	Office	Multifamily	Retail	
Owned						
D.C.						
D.C.	6	1,024,400	312,100	703,300	9,000	—
VA						
National Landing [2]	7	4,065,700	1,335,000	2,656,500	74,200	206,186 SF
Reston	4	2,193,200	544,800	1,462,400	186,000	15 units
Other VA	4	199,600	88,200	102,100	9,300	21,675 SF
	15	6,458,500	1,968,000	4,221,000	269,500	227,861 SF / 15 units
MD						
Silver Spring	1	1,276,300	—	1,156,300	120,000	170 units
Greater Rockville	2	20,400	19,200	—	1,200	—
	3	1,296,700	19,200	1,156,300	121,200	170 units
Total / weighted average	24	8,779,600	2,299,300	6,080,600	399,700	227,861 SF / 185 units
Optioned [3]						
D.C.						
D.C.	3	1,133,600	—	1,013,900	119,700	—
VA						
Other VA	1	11,300	—	10,400	900	—
Total / weighted average	4	1,144,900	—	1,024,300	120,600	—
Held for Sale						
VA						
National Landing [4]	1	2,082,000	2,082,000	—	—	—
Total / Weighted Average	**29**	**12,006,500**	**4,381,300**	**7,104,900**	**520,300**	**227,861 SF / 185 units**

Note: At JBG SMITH share.

(1) Represents management's estimate of the total office and/or retail rentable square feet and multifamily units that would need to be redeveloped to access some of the estimated potential development density.

(2) In December 2020, we acquired the Americana Portfolio for an aggregate total of $65.0 million. $47.3 million was allocated to the former Americana Hotel site, of which $20.0 million has been deferred until the earlier of the approval of certain entitlements or January 1, 2023, and $17.7 million was allocated to the other three parcels. The former Americana Hotel site has the potential to accommodate up to approximately 550,000 square feet of new development density and is located directly across the street from Amazon's future headquarters.

(3) As of December 31, 2020, the weighted average remaining term for the optioned future development pipeline assets is 4.1 years.

(4) Represents the estimated potential development density that we have sold to Amazon pursuant to an executed purchase and sale agreement. In March 2019, we entered into an agreement for the sale of Pen Place, a land site with an estimated potential development density of approximately 2.1 million square feet, for approximately $149.9 million, subject to customary closing conditions. The sale of Pen Place to Amazon is expected to close in 2021.

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Major Tenants

The following table sets forth information for our 10 largest tenants by annualized rent for the year ended December 31, 2020:

Tenant	Number of Leases	At JBG SMITH Share: Square Feet	% of Total Square Feet	Annualized Rent (In thousands)	% of Total Annualized Rent
GSA	61	2,277,609	23.2 %	$ 92,422	20.4 %
Amazon	4	598,526	6.1 %	26,113	5.8 %
Family Health International	3	298,116	3.0 %	15,852	3.5 %
Gartner, Inc	1	174,424	1.8 %	11,792	2.6 %
Lockheed Martin Corporation	2	232,598	2.4 %	11,167	2.5 %
Arlington County	2	235,779	2.4 %	10,341	2.3 %
WeWork [(1)]	2	163,918	1.7 %	8,713	1.9 %
Booz Allen Hamilton Inc	3	159,610	1.6 %	7,561	1.7 %
Greenberg Traurig LLP	1	101,602	1.0 %	7,318	1.6 %
Accenture LLP	2	116,736	1.2 %	7,004	1.5 %
Total	**81**	**4,358,918**	**44.4 %**	**$ 198,283**	**43.9 %**

Note: Includes all in-place leases as of December 31, 2020 for office and retail space within our Operating Portfolio. As signed but not yet commenced leases commence and tenants take occupancy, our tenant concentration will change.

(1) Excludes the WeLive lease at 2221 South Clark Street.

Lease Expirations

The following table sets forth as of December 31, 2020 the scheduled expirations of tenant leases in our Operating Portfolio for each year from 2021 through 2029 and thereafter, assuming no exercise of renewal options or early termination rights:

Year of Lease Expiration	Number of Leases	At JBG SMITH Share: Square Feet	% of Total Square Feet	Annualized Rent (in thousands)	% of Total Annualized Rent	Annualized Rent Per Square Foot	Estimated Annualized Rent Per Square Foot at Expiration [(1)]
Month-to-Month	50	139,066	1.4 %	$ 3,715	0.8 %	$ 26.71	$ 26.71
2021	107	809,530	8.2 %	39,012	8.6 %	48.19	48.44
2022	102	1,532,193	15.6 %	67,051	14.8 %	43.76	44.66
2023	115	614,221	6.2 %	27,173	6.0 %	44.24	46.38
2024	101	1,506,715	15.3 %	70,368	15.6 %	46.70	49.43
2025	92	687,676	7.0 %	30,667	6.8 %	44.60	47.94
2026	68	395,338	4.0 %	17,461	3.9 %	44.17	50.09
2027	51	488,682	5.0 %	22,163	4.9 %	45.35	52.20
2028	47	398,397	4.1 %	19,238	4.3 %	48.29	56.61
2029	35	420,817	4.3 %	21,385	4.7 %	50.82	60.60
Thereafter	113	2,836,816	28.9 %	133,912	29.6 %	47.21	60.53
Total / Weighted Average	**881**	**9,829,451**	**100.0 %**	**$ 452,145**	**100.0 %**	**$ 46.00**	**$ 52.13**

Note: Includes all in-place leases as of December 31, 2020 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 6.1 years.

(1) Represents monthly base rent before free rent, plus tenant reimbursements, as of lease expiration multiplied by 12 and divided by square feet. Triple net leases are converted to a gross basis by adding tenant reimbursements to monthly base rent. Tenant

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reimbursements at lease expiration are estimated by escalating tenant reimbursements as of December 31, 2020, or management's estimate thereof, by 2.75% annually through the lease expiration year.

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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 19, 2021, there were 876 holders of record of our common shares. This does not reflect individuals or other entities who hold their shares in "street name."

Dividends declared in each of 2020 and 2019 totaled $0.90 per common share (regular quarterly dividends of $0.225 per common share each quarter). Dividends declared in 2018 totaled $1.00 per common share (regular quarterly dividends of $0.225 per common share each quarter plus a special dividend of $0.10 per common share). While 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, management currently expects regular quarterly dividends in 2021 will be comparable in amount with those declared in 2020. 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 dividend 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 such 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 2021 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

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deemed to be incorporated by reference into any of our filings of 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 July 18, 2017 (the completion date of the Formation Transaction) through December 31, 2020. The comparison assumes $100 was invested on July 18, 2017 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

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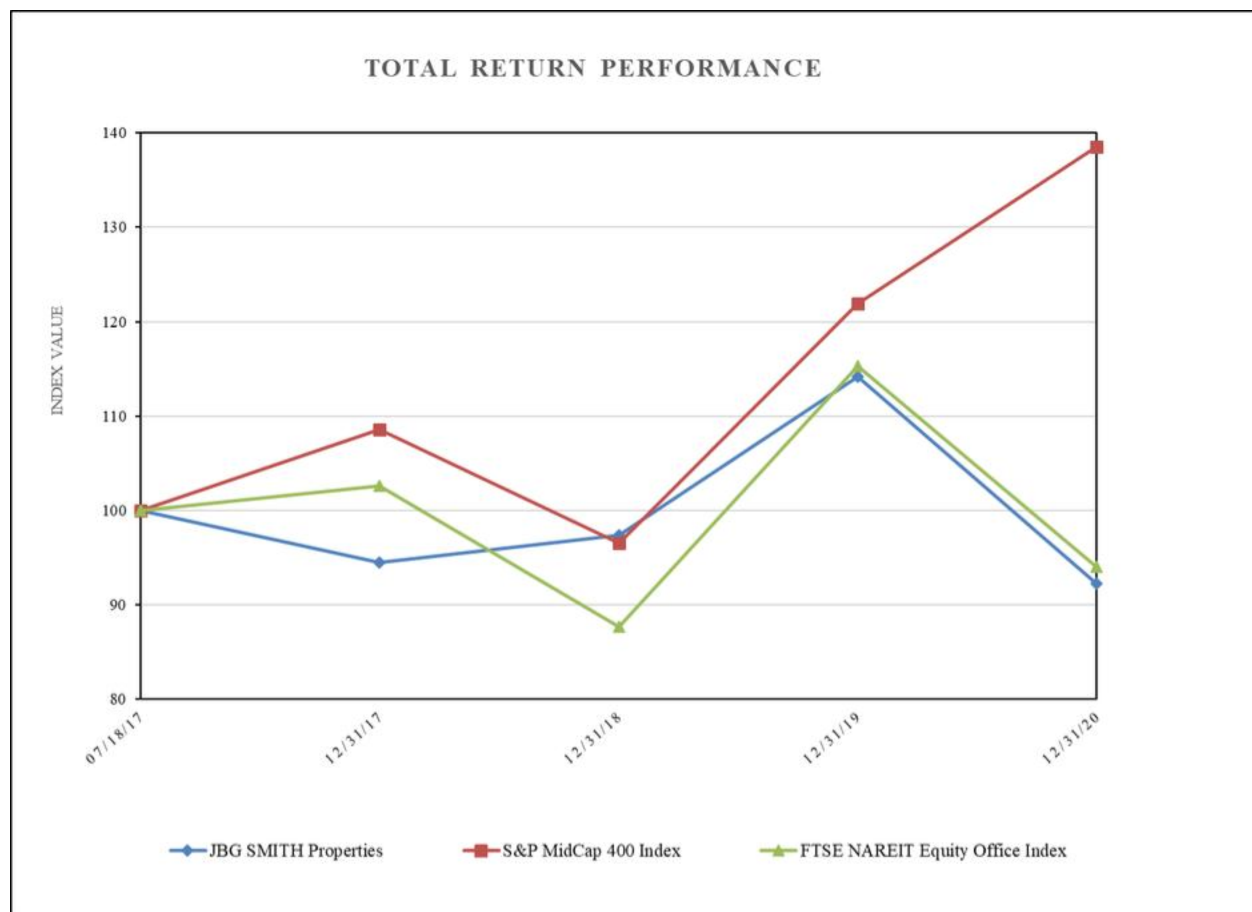
assessment of our performance. There can be no assurance that the performance of our shares will continue in line with the same or similar trends depicted in the graph below.



	Period Ending				
	7/18/2017	12/31/2017	12/31/2018	12/31/2019	12/31/2020
JBG SMITH Properties	100.00	94.51	97.36	114.18	92.24
S&P MidCap 400 Index	100.00	108.61	96.58	121.88	138.53
FTSE NAREIT Equity Office Index	100.00	102.57	87.70	115.25	94.01

Sales of Unregistered Shares

During the year ended December 31, 2020, we did not sell any unregistered securities.

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Repurchases of Equity Securities

The following is a summary of common shares repurchased in 2020:

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, 2020 - October 31, 2020	-	$ -	-	$ 420,447,972
November 1, 2020 - November 30, 2020	916,864	27.40	916,864	395,304,312
December 1, 2020 - December 31, 2020	2,100	29.91	2,100	395,241,462
Total for the three months ended December 31, 2020	918,964	27.41	918,964	
Total for the year ended December 31, 2020	3,776,352	27.72	3,776,352	

In March 2020, our Board of Trustees authorized the repurchase of up to $500 million of our outstanding common shares. Purchases, to the extent made pursuant to the program, will be 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. SELECTED FINANCIAL DATA

Not applicable.

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

The following discussion 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 and operates a portfolio of high-growth commercial and multifamily assets amenitized with ancillary retail. Our portfolio reflects our longstanding strategy of owning and operating assets within Metro-served submarkets in the Washington, D.C. metropolitan area that have high barriers to entry and vibrant urban amenities. Over half of our portfolio is in National Landing, where we serve as the exclusive developer for Amazon's new headquarters, and where Virginia Tech's new $1 billion Innovation Campus will be located. In addition, our third-party asset management and real estate services

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business provides fee-based real estate services to the WHI, Amazon, the JBG Legacy Funds and other third parties. Substantially all our assets are held by, and our operations are conducted through, JBG SMITH LP.

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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.

References to the financial statements refer to our consolidated financial statements as of December 31, 2020 and 2019, and for each of the three years in the period ended December 31, 2020. References to our balance sheets refer to our consolidated balance sheets as of December 31, 2020 and 2019. References to our statements of operations refer to our consolidated statements of operations for each of the three years in the period ended December 31, 2020. References to our statements of cash flows refer to our consolidated statements of cash flows for each of the three years in the period ended December 31, 2020.

The accompanying financial statements are prepared in accordance with GAAP, which requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from these estimates.

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 intend to adhere to these requirements and 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 financial statements, which will result in taxable or deductible amounts in the future.

We aggregate our operating segments into three reportable segments (commercial, multifamily, 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, 2020, our Operating Portfolio consisted of 62 operating assets comprising 41 commercial assets totaling 13.0 million square feet (11.1 million square feet at our share) and 21 multifamily assets totaling 7,800 units (5,999 units at our share). Additionally, we have: (i) two under-construction assets comprising one wholly owned commercial asset totaling 274,000 square feet and one multifamily asset totaling 322 units (161 units at our share); (ii) 10 wholly owned near-term development pipeline assets totaling 5.6 million square feet of estimated potential development density; and (iii) 29 future development

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pipeline assets totaling 14.8 million square feet (12.0 million square feet at our share) of estimated potential development density.

We continue to focus on our comprehensive plan to reposition our holdings in National Landing in Northern Virginia by executing a broad array of Placemaking strategies. Our Placemaking strategies include the delivery of new multifamily and office developments, locally sourced amenity retail, and thoughtful improvements to the streetscape, sidewalks, parks

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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. We have also invested in CBRS wireless spectrum in National Landing as part of our efforts to make National Landing among the first 5G-operable submarkets in the nation.

In November 2018, Amazon announced it had selected sites that we own in National Landing as the location of its new headquarters. We currently have leases with Amazon totaling approximately 857,000 square feet at five office buildings in National Landing. In March 2019, we executed purchase and sale agreements with Amazon for two of our National Landing development sites, Metropolitan Park and Pen Place, which will serve as the initial phase of construction associated with Amazon's new headquarters at National Landing. In January 2020, we sold Metropolitan Park to Amazon for $155.0 million and began constructing two new office buildings thereon, totaling 2.1 million square feet, inclusive of over 50,000 square feet of street-level retail with new shops and restaurants. The sale of Pen Place to Amazon for approximately $149.9 million is expected to close, subject to customary closing conditions, in 2021. We are the developer, property manager and retail leasing agent for Amazon's new headquarters at National Landing.

Outlook

On March 11, 2020, the World Health Organization declared the outbreak of COVID-19 a global pandemic and recommended containment and mitigation measures worldwide. On March 13, 2020, a National Emergency was declared in the United States in response to COVID-19. The efforts made by federal, state and local governments to mitigate the spread of COVID-19 included orders requiring the temporary closure of or imposed limitations on the operations of certain non-essential businesses, which have adversely affected many tenants, especially tenants in the retail industry. While it is difficult to determine the long-term impact of COVID-19 on our business, it has adversely impacted our operations in 2020, and we expect it to continue to negatively impact our operations in 2021.

The key areas that have been, and likely will continue to be, negatively impacted include:

- significantly decreased retail revenue from rent deferral accommodations offered to certain tenants unable to pay rent while stores are closed or not operating at full capacity, resulting in increased credit losses and write-offs against both billed and deferred (straight-line) rent receivables, as discussed below;
- an increase in multifamily rental defaults as certain tenants fail to pay their rent;
- a decline in parking revenue as employees of office tenants work from home and transient parking declines (for the year ended December 31, 2020, parking revenue declined by $10.1 million, or 31.7%, compared to 2019);
- depressed near-term leasing activity in our commercial and multifamily portfolios, including delays in the lease-up of our recently delivered multifamily assets, resulting in higher concessions and lower rents in our multifamily assets;
- distress among co-working tenants, which comprised approximately 2.2% of our total square feet on a consolidated basis and 3.0% at our share as of December 31, 2020 and the failure on their part to pay rent;
- increased COVID-19-related cleaning costs at some of our commercial and multifamily assets, partially offset by an overall decrease in operating expenses in our commercial buildings as many tenants' employees work from home;
- decreased income from the Crystal City Marriott hotel in National Landing due to its temporary closure and lower occupancy. The hotel closed in late-March 2020 and reopened in mid-June 2020. NOI from this asset decreased $3.8 million for the year ended December 31, 2020 compared to 2019; and
- increased interest expense from borrowings to provide additional liquidity and financial flexibility.

While we are always focused on the long term, we are providing the following data to provide additional information regarding the impact of the pandemic on rent collections for the three months ended December

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31, 2020. We make no assurances that our experience to date will be indicative of future performance. In the future, we plan to return to providing only our customary metrics, and we undertake no obligation to continue to provide such information going forward.

- rent collections for our commercial office tenants were 98.5% [1] on a consolidated basis and 98.6% at our share (2019 annual average rate was 99.7%);
- rent collections for our multifamily tenants were 98.6% on a consolidated basis and 98.7% at our share (2019 annual average rate was 99.9%); and

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- rent collections for our commercial retail tenants were 74.3% [(1)] on a consolidated basis and 72.6% at our share (2019 annual average rate was 98.4%).

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(1) Excludes $546,000 of deferred and abated rents, consisting of $100,000 for commercial office tenants and $452,000 for retail tenants. Including these deferred and abated rents, our rent collections for the fourth quarter of 2020 on a consolidated basis would have been 98.4% for commercial office tenants and 70.2% for retail tenants. Our rent collections for January 2021 kept pace with our fourth quarter of 2020 rent collections.

During the year ended December 31, 2020, we recorded $11.2 million of credit losses against billed rent receivables and $19.6 million against deferred (straight-line) rent receivables. These losses are due to the effects of COVID-19, primarily on co-working and retail tenants, that are unable to pay rent while businesses are closed, not operating at full capacity or while employees continue to work from home. During 2020, we recorded $8.2 million of income associated with certain lease guarantees. Additionally, during the second quarter of 2020, we determined that our investment in the unconsolidated real estate venture that owns The Marriott Wardman Park hotel was impaired due to a decline in the fair value of the underlying asset and recorded an impairment loss of $6.5 million. On October 1, 2020, we transferred our interest in this venture to our former venture partner. During 2020, we put all co-working tenants and all retailers except for grocers, pharmacies, essential businesses and certain national credit tenants on the cash basis of accounting.

Although we are experiencing supply chain and labor delays as a result of new job site procedures due to the effects of COVID-19, as of December 31, 2020, all of our construction projects are active and on schedule with the exception of 7900 Wisconsin Avenue, for which we revised the delivery date earlier this year to the first quarter of 2021, a delay of two quarters from the originally estimated completion date. We are not aware of any material impact on the construction timeline for Amazon's new headquarters. We obtained entitlements associated with approximately 820,000 square feet in National Landing immediately prior to Virginia's stay-at-home order in March 2020. These entitlements added approximately 65,000 square feet of potential development density to our future development pipeline.

We anticipate COVID-19 will significantly impact the real estate industry for years to come. Over the short term, uncertainty surrounding the pandemic has and will likely continue to suppress net new demand for office space and bias multifamily leasing to renewals. Retail failures are likely to accelerate, and an already competitive marketplace will favor tenants for years to come. Over the longer term, however, the story is likely to be more nuanced. We believe the maturation of teleworking and the continuing trend to workplace flexibility are here to stay and will likely be felt through an increase in office workers served per square foot of space. We believe this will be a headwind for office rent growth, much as densification served as a headwind over the past decade.

While the unfolding economic downturn continues to be significant, the Washington D.C. metropolitan area has historically proven to be more resilient than other gateway markets. Our concentration in this market, where a high percentage of demand for our businesses is driven by the federal government, government contractors and Amazon-related activity, should soften the anticipated impact of a recession on our business, and has the potential to translate into countercyclical growth. We expect our heavy concentration in Amazon's path of growth at a time like this to bear fruit on multiple fronts. First and foremost, Amazon has historically increased its hiring pace during economic downturns. Recent announcements from Amazon suggest that it intends to accelerate hiring for its new headquarters in National Landing in the years ahead, and that the organization remains fully committed to its planned occupancies in National Landing. In addition, especially if the pandemic were to worsen, the potential for construction cost reductions, an expected decline in the supply pipeline and limited disruptions to permitting and construction, should facilitate pursuit of our multifamily growth plans, especially those related to new development in National Landing. Finally, we expect increased government spending in response to the pandemic to drive more agency and contractor spending locally, which should mitigate the effects of the downturn on our markets and could also provide stimulus for future growth. Though we remain cautious on the short-and medium-term outlook for our business, as the impact of COVID-19 is difficult to predict, we see the potential for strong demand and growth in our markets over the long term.

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The significance, extent and duration of the impact of COVID-19 on our business remains largely uncertain and dependent on future developments that cannot be accurately predicted at this time. These developments include: the continued severity, duration, transmission rate and geographic spread of COVID-19 in the United States, the speed of the vaccine roll-out, the effectiveness and willingness of people to take COVID-19 vaccines, the duration of associated immunity and

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their efficacy against emerging variants of COVID-19, the extent and effectiveness of other containment measures taken, and the response of the overall economy, the financial markets and the population, particularly in areas in which we operate, once the current containment measures are lifted, and whether the residential market in the Washington, D.C. region and any of our properties will be materially impacted by the moratoriums on residential evictions, among others. These uncertainties make it difficult to predict operating results for our business for 2021. Therefore, there can be no assurances that we will not experience material declines in revenue, net income, NOI or FFO. For additional information, see "Part II – Item 1A. Risk Factors" included elsewhere in this Annual Report on Form 10-K.

Operating Results

Key highlights of operating results for the year ended December 31, 2020 included:

- net loss attributable to common shareholders of $62.3 million, or $0.49 per diluted common share, for the year ended December 31, 2020 as compared to net income attributable to common shareholders of $65.6 million, or $0.48 per diluted common share, for the year ended December 31, 2019. Net income (loss) attributable to common shareholders for the years ended December 31, 2020 and 2019 included gains on the sale of real estate of $59.5 million and $105.0 million;
- third-party real estate services revenue, including reimbursements, of $113.9 million for the year ended December 31, 2020 as compared to $120.9 million for the year ended December 31, 2019;
- operating commercial portfolio leased and occupied percentages at our share of 88.1% and 87.7% as of December 31, 2020 compared to 91.4% and 88.2% as of December 31, 2019;
- operating multifamily portfolio leased and occupied percentages at our share of 86.5% and 81.1% as of December 31, 2020 and 89.5% and 87.2% as of December 31, 2019. The decreases are due in part to the movement of The Wren, 901 W Street and 900 W Street into our recently delivered operating assets during 2020. The in-service operating multifamily portfolio was 91.3% leased and 87.8% occupied as of December 31, 2020 as compared to 95.1% leased and 93.3% occupied as of December 31, 2019;
- the leasing of approximately 897,000 square feet, or 812,000 square feet at our share, at an initial rent [(1)] of $46.04 per square foot and a GAAP-basis weighted average rent per square foot[(2)] of $46.05 for the year ended December 31, 2020; and
- a decrease in same store [(3)] NOI of 4.3% to $287.9 million for the year ended December 31, 2020 as compared to $300.9 million for the year ended December 31, 2019.

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(1) Represents the cash basis weighted average starting rent per square foot at our share, which excludes free rent and fixed escalations.

(2) 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 at our share.

(3) 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, 2020 included:

- the acquisition of the Americana Portfolio for an aggregate total of $65.0 million. $47.3 million was allocated to the former Americana Hotel site, of which $20.0 million has been deferred until the earlier of the approval of certain entitlements or January 1, 2023, and $17.7 million was allocated to the other three parcels. The former Americana Hotel site has the potential to accommodate up to approximately 550,000 square feet of new development density and is located directly across the street from Amazon's future headquarters;
- the sale of Metropolitan Park to Amazon for $155.0 million;

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- the sale of Woodglen, commercial and future development assets located in Rockville, Maryland, by our unconsolidated real estate venture for $17.8 million. We recognized our proportionate share of the loss from the sale of $3.0 million;

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- the sale of Pickett Industrial Park, a commercial asset located in Alexandria, Virginia, by our unconsolidated real estate venture for $46.3 million. We recognized our proportionate share of the gain from the sale of $800,000;
- borrowings of $500.0 million under our revolving credit facility, which were repaid in July 2020;
- the amendment of our $1.4 billion credit facility to extend the maturity date of the revolving credit facility to January 2025;
- a $100.0 million draw under our unsecured term loan;
- the closing of four separate mortgage loans with an aggregate principal balance of $560.0 million, collateralized by 4747 Bethesda Avenue, The Bartlett, 1221 Van Street and 220 20th Street;
- the refinancing of the mortgage loan collateralized by RTC-West, increasing the principal balance by $20.2 million;
- the repayment of the mortgage loan collateralized by WestEnd25 with a principal balance of $94.7 million;
- a mortgage loan entered into by our real estate venture with Canadian Pension Plan Investment Board with a maximum principal balance of $160.0 million collateralized by 1900 N Street. The venture initially received proceeds of $134.5 million ($74.0 million at our share) from the mortgage loan, with an additional $25.5 million available in the future. We received a $70.8 million distribution from the venture;
- the payment of dividends totaling $120.0 million and distributions to our noncontrolling interests of $15.0 million;
- the repurchase and retirement of 3.8 million of our common shares for $104.8 million, an average purchase price of $27.72 per share;
- the investment of $307.5 million in development, construction in progress and real estate additions; and
- the investment of $25.3 million to acquire between 30 and 40 megahertz of 5G CBRS wireless spectrum licenses across National Landing.

Critical Accounting Policies and Estimates

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

Asset Acquisitions and Business Combinations

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, cash and cash equivalents, tenant and other receivables, investments in unconsolidated real estate ventures and other assets, as applicable), identified intangible assets and liabilities (consisting of in-place leases, above- and below-market leases, options to enter into ground leases and management contracts, 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.

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We similarly account for business combinations by estimating the fair values of acquired tangible assets, identified intangible assets and liabilities, assumed debt and other liabilities, and noncontrolling interests, as applicable, based on our evaluation of information and estimates. Any excess of the purchase price over the estimated fair value of the net assets

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acquired is recorded as goodwill, and any excess of the fair value of assets acquired over the purchase price is recorded as a gain on bargain purchase. If, up to one year from the acquisition date, information regarding the fair value of the assets acquired and liabilities assumed is received and the estimates are refined, appropriate adjustments are made on a prospective basis to the purchase price allocation, which may include adjustments to identified assets, assumed liabilities, and goodwill or the gain on bargain purchase, as applicable. Transaction costs are expensed as incurred and included in "Transaction and other costs" in our statements of operations.

For both asset acquisitions and business combinations, the results of operations of acquisitions are prospectively included in our 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. 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 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 "Other assets, net" in our balance sheets, and amounts allocated to below-market leases are recorded as lease intangible liabilities in "Other liabilities, net" in our balance sheets. These intangibles are amortized to "Property rental revenue" in our 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 "Other assets, net" in our balance sheets and are amortized to "Depreciation and amortization expense" in our statements of operations over the remaining term of the existing lease; and
- The fair value of the in-place property management, leasing, asset management, and development and construction management contracts is based on revenue and expense projections over the estimated life of each contract discounted using a market discount rate. These management contract intangibles are amortized to "Depreciation and amortization expense" in our statements of operations over the weighted average life of the management contracts.

The fair value of investments in unconsolidated real estate ventures and redeemable noncontrolling interests is based on the estimated fair values of the identified assets acquired and liabilities assumed of each venture, including future expected cash flows from promote interests.

The fair value of the mortgages payable assumed is determined using current market interest rates for comparable debt financings. The fair values of the interest rate swaps and caps are based on the estimated amounts we would receive or pay to terminate the contract at the acquisition date and are determined using interest rate pricing models and observable inputs. The carrying value of cash, restricted cash, working capital balances, leasehold improvements and equipment, and other assets acquired and liabilities assumed approximates fair value.

Real Estate

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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 statements of operations. As real estate is undergoing redevelopment activities, all property operating expenses directly associated with and attributable to the redevelopment,

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including interest expense, are capitalized to the extent that we believe such costs are recoverable through the value of the property. The capitalization period ends when the asset is ready for its intended use, but no later than one year from substantial completion of major construction activities. General and administrative costs are expensed as incurred. Depreciation and amortization require an estimate of the useful life of each property and improvement as well as an allocation of the costs associated with a property to its various components. Depreciation and amortization 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 or losses reflected in net income (loss) for the period.

Construction in progress, including land, is carried at cost, and no depreciation is recorded. Real estate undergoing significant renovations and improvements is considered to be under development. All direct and indirect costs related to development activities are capitalized into "Construction in progress, including land" on our 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.

Our assets 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 operating performance, intended holding periods, costs in excess of budgets for under-construction assets, and adverse changes in circumstances. 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, intended 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. If our estimates of future cash flows, anticipated holding periods, or fair values change, based on market conditions or otherwise, our evaluation of impairment losses may be different and such differences could be material to our 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.

Investments in Real Estate Ventures

We analyze each real estate venture to determine whether the entity should be consolidated. 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 are not the primary beneficiary of an entity 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 entity is not a VIE, then the determination as to whether we consolidate is based on whether we have a controlling financial interest in the entity, which is based on our voting interests and the degree of influence we have over the entity. Management uses its judgment when determining if we are the primary beneficiary of, or have a controlling financial interest in, an entity in which we have a variable interest. 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.

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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. 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" on our balance sheets, and our proportionate share of earnings or

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losses earned by the real estate venture is recognized in "Income (loss) from unconsolidated real estate ventures, net" in the accompanying 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 statements of operations when earned. Our proportionate share of related expenses is recognized in "Income (loss) from unconsolidated real estate ventures, net" in our 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 fees are recognized when certain earnings events have occurred, and the amount is determinable and collectible. Any promote fees are reflected in "Income (loss) from unconsolidated real estate ventures, net" in our statements of operations.

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. We assess whether there are any indicators, including underlying property operating performance and general market conditions, that the value of our investments in unconsolidated real estate ventures may be impaired. 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, 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 entity, financial condition and long-term prospects of the entity 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.

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

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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.

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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, net" on our 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 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 statements of operations. We exercise judgment in assessing the probability of collection and consider payment history and current credit status 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 that are expected to be completed in greater than twelve months are variable based on the costs ultimately incurred to develop the underlying assets. 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, 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 joint venture projects to the extent of the third-party partners' ownership interest.

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. We account for forfeitures as they occur. Distributions paid on unvested OP Units, LTIP Units, Time-Based LTIP Units and Performance-Based LTIP Units are recorded to "Redeemable noncontrolling interests" in our balance sheets.

Recent Accounting Pronouncements

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

Results of Operations

This following discusses certain line items from our 2020 and 2019 statements of operations and the year-to-year comparisons between 2020 and 2019. Discussions of 2018 items and year-to-year comparisons between 2019 and 2018 can be found in "Management's Discussion and Analysis of Financial Condition and Results

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of Operations" in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 25, 2020, which is incorporated herein by reference.

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During 2019 and 2020, we sold the Disposed Properties. In December 2020, we acquired the Americana Portfolio, which did not have a material impact on our statement of operations for the year ended December 31, 2020. In December 2019, we acquired F1RST Residences.

Comparison of the Year Ended December 31, 2020 to 2019

The following summarizes certain line items from our 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, 2020 as compared to the same period in 2019:

	Year Ended December 31,		
	2020	**2019**	**% Change**
	(Dollars in thousands)		
Property rental revenue	$458,958	$493,273	(7.0)%
Third-party real estate services revenue, including reimbursements	113,939	120,886	(5.7)%
Depreciation and amortization expense	221,756	191,580	15.8 %
Property operating expense	145,625	137,622	5.8 %
Real estate taxes expense	70,958	70,493	0.7 %
General and administrative expense:			
Corporate and other	46,634	46,822	(0.4)%
Third-party real estate services	114,829	113,495	1.2 %
Share-based compensation related to Formation Transaction and special equity awards	31,678	42,162	(24.9)%
Transaction and other costs	8,670	23,235	(62.7)%
Loss from unconsolidated real estate ventures, net	20,336	1,395	1,357.8 %
Interest expense	62,321	52,695	18.3 %
Gain on sale of real estate	59,477	104,991	(43.4)%
Loss on extinguishment of debt	62	5,805	(98.9)%
Impairment loss	10,232	—	*

* Not meaningful.

Property rental revenue, decreased by $34.3 million, or 7.0%, to $459.0 million in 2020 from $493.3 million in 2019. The decrease was primarily due to a $35.1 million decrease related to the Disposed Properties, a $23.7 million decrease from the deferral of rent and the write-off of deferred rent receivable for tenants that were placed on the cash basis of accounting and an increase in uncollectable operating lease receivables attributable to COVID-19, a $6.8 million decrease related to 2100 Crystal Drive, which is currently vacant until Amazon takes occupancy of the entire building in 2021, and a $9.1 million decrease in our same-store multifamily assets due to lower occupancy and lower rents attributable to COVID-19. The decrease in property rental revenue was partially offset by a $14.4 million increase related to 4747 Bethesda Avenue and West Half, both of which were placed into service during the second half of 2019, a $13.3 million increase related to the commencement of leases with Amazon at 1800 South Bell Street, 241 18th Street South and 2200 Crystal Drive, an $8.1 million increase related to F1RST Residences, which was acquired in December 2019 and a $3.2 million increase at 1901 South Bell Street due to higher tenant reimbursements for construction services.

Third-party real estate services revenue, including reimbursements, decreased by $6.9 million, or 5.7%, to $113.9 million in 2020 from $120.9 million in 2019. The decrease was primarily due to a $4.3 million decrease in asset management fees and a $2.3 million decrease in property management fees due to the sale of assets within the JBG Legacy Funds, a $4.2 million decrease in development fee income primarily related to the timing of development projects and a $1.8 million decrease in leasing fees from lower leasing volume due to the impact of COVID-19. The decrease in third-party real estate services revenue was partially offset

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by a $3.0 million increase in other service revenue, a $1.3 million increase in construction management fees and a $1.2 million increase in reimbursements revenue.

Depreciation and amortization expense increased by $30.2 million, or 15.8%, to $221.8 million in 2020 from $191.6 million in 2019. The increase was primarily due to an $18.6 million increase related to 4747 Bethesda Avenue, West Half, The Wren and 901 W Street, which were placed into service in the second half of 2019 and during 2020, a $14.1 million increase related to 2000 South Bell Street and 2001 South Bell Street due to the shortening of the existing buildings' useful lives, a $5.9 million increase related to tenant improvements being placed into service related to leases with Amazon and

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a $4.9 million increase related to F1RST Residences. The increase in depreciation and amortization expense was partially offset by a $13.9 million decrease related to the Disposed Properties.

Property operating expense increased by $8.0 million, or 5.8%, to $145.6 million in 2020 from $137.6 million in 2019. The increase was primarily due to a $7.1 million increase related to 4747 Bethesda Avenue, West Half, The Wren and 901 W Street, which were placed into service in the second half of 2019 and during 2020, a $4.4 million increase related to 1901 South Bell Street due to costs incurred for construction management services provided to tenants, a $3.9 million increase in property operating expenses across our same store multifamily asset pool, primarily due to higher operating costs as a result of COVID-19, and a $3.1 million increase related to F1RST Residences. The increase in property operating expense was partially offset by an $8.7 million decrease related to the Disposed Properties.

Real estate tax expense increased by $465,000, or 0.7%, to $71.0 million in 2020 from $70.5 million in 2019. The increase was primarily due to a $3.7 million increase at 4747 Bethesda Avenue, West Half, The Wren and 901 W Street as those assets were placed into service, a $1.3 million increase related to F1RST Residences and an increase in real estate tax assessments for various properties throughout the portfolio. The increase in real estate tax expense was partially offset by a $5.1 million decline related to the Disposed Properties.

General and administrative expense: corporate and other decreased by $188,000, or 0.4%, to $46.6 million in 2020 from $46.8 million in 2019. The decrease was primarily due to declines in professional fees, rent expense, and travel and entertainment expense, partially offset by an increase in share-based compensation expense from the issuance of the 2020 equity awards and an increase in compensation costs.

General and administrative expense: third-party real estate services increased by $1.3 million, or 1.2%, to $114.8 million in 2020 from $113.5 million in 2019. The increase was primarily due to an increase in share-based compensation expense from the issuance of the 2020 equity awards, partially offset by a decrease in rent expense.

General and administrative expense: share-based compensation related to Formation Transaction and special equity awards decreased by $10.5 million, or 24.9%, to $31.7 million in 2020 from $42.2 million in 2019. The decrease was primarily due to the graded vesting of certain awards issued in prior years, which results in lower expense as portions of the awards become vested.

Transaction and other costs of $8.7 million in 2020 includes $4.0 million of costs related to a charitable commitment to the Washington Housing Conservancy, a non-profit that acquires and owns affordable workforce housing in the Washington D.C. metropolitan region, $3.7 million of integration and severance costs and $682,000 of demolition costs related to several under development properties. Transaction and other costs of $23.2 million in 2019 includes $10.9 million of expenses related to the relocation of our corporate headquarters primarily due to an impairment loss on the right-of-use assets for leases associated with our former corporate headquarters, $5.4 million of demolition costs related to 1900 Crystal Drive, $5.3 million of integration and severance costs, $1.0 million of costs related to a contribution to the Washington Housing Conservancy and $651,000 of expenses related to other completed, potential and pursued transactions.

Loss from unconsolidated real estate ventures increased by $18.9 million to $20.3 million for 2020 compared to $1.4 million in 2019. The increase was primarily due to a $6.5 million impairment loss related to an investment in a former unconsolidated real estate venture due to a decline in the fair value of The Marriott Wardman Park hotel, and losses resulting from the hotel's closure in March 2020 due to the effects of COVID-19, a $6.1 million decrease from the deferral of rent and the write-off of deferred rent receivables for tenants that were placed on the cash basis of accounting and an increase in uncollectable operating lease receivables attributable to COVID-19, and a $3.0 million loss from the sale of Woodglen by an unconsolidated real estate venture. The decrease was also due to the recognition of $6.4 million of income during 2019 primarily related to distributions from the real estate venture that owns 1101 17th Street. The increase in loss from unconsolidated real estate ventures was partially offset by an $800,000 gain from the sale of Pickett Industrial Park by our unconsolidated real estate venture in October 2020.

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Interest expense increased by $9.6 million, or 18.3%, to $62.3 million in 2020 from $52.7 million in 2019. The increase was primarily due to higher average outstanding balances under our revolving credit facility and our unsecured term loans,

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and new mortgage loans collateralized by 4747 Bethesda Avenue, 1221 Van Street and 220 20th Street. The increase was also due to a $16.6 million decrease in capitalized interest primarily due to the placing into service of West Half, 4747 Bethesda Avenue, The Wren and 901 W Street. The increase in interest expense was partially offset by lower interest rates, the repayment of several mortgages payable during 2019 and a $10.3 million decrease related to the Disposed Properties.

Gain on the sale of real estate of $59.5 million in 2020 was due to the sale of Metropolitan Park. Gain on the sale of real estate of $105.0 million in 2019 was due to the sales of Commerce Executive/Commerce Metro Land, 1600 K Street, Vienna Retail, and a 50% interest in the entity that owns Central Place Tower and the subsequent remeasurement of our remaining interest to fair value.

Loss on the extinguishment of debt was $5.8 million in 2019, of which $2.9 million related to our repayment of various mortgages payable and $2.9 million related to the termination of various interest rate swaps in connection with the repayment of the loan encumbering Central Place Tower.

Impairment loss of $10.2 million in 2020 was due to the decline in fair value of One Democracy Plaza, a commercial real estate asset located in Bethesda, Maryland, which was written down to its 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 related to real estate, gains and losses from the sale of certain real estate assets, gains and 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 as compared to similar real estate companies because FFO excludes real estate depreciation and amortization expense and other non-comparable income and expenses, which implicitly assumes that the value of real estate diminishes predictably over time rather than fluctuating based on market conditions. 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.

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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,		
	2020	2019	2018
Net income (loss) attributable to common shareholders	$ (62,303)	$ 65,571	$ 39,924
Net income (loss) attributable to redeemable noncontrolling interests	(4,958)	8,573	6,710
Net loss attributable to noncontrolling interests	—	—	(21)
Net income (loss)	(67,261)	74,144	46,613
Gain on sale of real estate	(59,477)	(104,991)	(52,183)
Loss (gain) on sale from unconsolidated real estate ventures	2,126	(335)	(36,042)
Real estate depreciation and amortization	211,455	180,508	201,062
Real estate impairment loss [1]	7,805	—	—
Impairment of investment in unconsolidated real estate venture [2]	6,522	—	—
Pro rata share of real estate depreciation and amortization from unconsolidated real estate ventures	28,949	20,577	25,039
FFO attributable to noncontrolling interests in consolidated real estate ventures	(9)	(7)	(51)
FFO attributable to OP Units	130,110	169,896	184,438
FFO attributable to redeemable noncontrolling interests	(14,163)	(19,306)	(25,798)
FFO attributable to common shareholders	$ 115,947	$ 150,590	$ 158,640

(1) In connection with the preparation and review of our 2020 annual financial statements, we determined that One Democracy Plaza, a commercial asset located in Bethesda, Maryland, was impaired due to a decline in the fair value of the asset and recorded an impairment loss of $10.2 million, of which $7.8 million related to real estate. The remaining $2.4 million of the impairment loss was attributable to the right-of-use asset associated with the property's ground lease and was not added back to "Net income (loss) attributable to common shareholders" to arrive at "FFO attributable to common shareholders."

(2) During the second quarter of 2020, we determined that our investment in the venture that owns The Marriott Wardman Park hotel was impaired due to a decline in the fair value of the underlying asset and recorded an impairment loss of $6.5 million, which reduced the net book value of our investment to zero, and we suspended equity loss recognition for the venture after June 30, 2020. On October 1, 2020, we transferred our interest in this venture to our former venture partner.

NOI and Same Store NOI

NOI is a non-GAAP financial measure management uses to assess a segment'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, 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 amortization of acquired above-market leases and below-market ground lease intangibles. Management uses NOI as a supplemental performance measure for 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 and captures neither

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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 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

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During the year ended December 31, 2020, our same store pool changed from the prior year due to the inclusion of 1700 M Street and our 50% interest in Central Place Tower, and the exclusion of Woodglen and Pickett Industrial Park, which were sold by our unconsolidated real estate ventures, and 2000 and 2001 South Bell Street, which was taken out of service for redevelopment. 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 decreased by $13.0 million, or 4.3%, for the year ended December 31, 2020 as compared to the year ended December 31, 2019. The decrease in same store NOI for the year ended December 31, 2020 was substantially all attributable to COVID-19, including: (i) lower occupancy, higher concessions, lower rents, higher operating costs, and an increase in uncollectable operating lease receivables at our multifamily properties, (ii) rent deferrals, an increase in uncollectable operating lease receivables and a decline in parking revenue at our commercial properties, and (iii) lower occupancy at the Crystal City Marriott. These declines were partially offset by the burn-off of rent abatement across our commercial portfolio, resulting in flat same store NOI for the commercial assets.

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

	Year Ended December 31,	
	2020	2019
Net income (loss) attributable to common shareholders	$ (62,303)	$ 65,571
Add:		
Depreciation and amortization expense	221,756	191,580
General and administrative expense:		
Corporate and other	46,634	46,822
Third-party real estate services	114,829	113,495
Share-based compensation related to Formation Transaction and special equity awards	31,678	42,162
Transaction and other costs	8,670	23,235
Interest expense	62,321	52,695
Loss on extinguishment of debt	62	5,805
Impairment loss	10,232	—
Income tax benefit	(4,265)	(1,302)
Net income (loss) attributable to redeemable noncontrolling interests	(4,958)	8,573
Less:		
Third-party real estate services, including reimbursements revenue	113,939	120,886
Other revenue	15,372	7,638
Loss from unconsolidated real estate ventures, net	(20,336)	(1,395)
Interest and other income (loss), net	(625)	5,385
Gain on sale of real estate	59,477	104,991
Consolidated NOI	256,829	311,131
NOI attributable to unconsolidated real estate ventures at our share	27,693	21,797
Non-cash rent adjustments [(1)]	5,535	(34,359)
Other adjustments [(2)]	6,058	13,979
Total adjustments	39,286	1,417
NOI	296,115	312,548
Less: out-of-service NOI loss [(3)]	(5,789)	(7,013)
Operating Portfolio NOI	301,904	319,561
Non-same store NOI [(4)]	14,028	18,706
Same store NOI [(5)]	**$ 287,876**	**$ 300,855**
Change in same store NOI	(4.3)%	
Number of properties in same store pool	52	

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

(2) Adjustment to include other revenue and payments associated with assumed lease liabilities related to operating properties and to exclude commercial lease termination revenue and allocated corporate general and administrative expenses to operating properties.

(3) Includes the results of our under-construction assets, and near-term and future development pipelines.

(4) Includes the results of properties that were not in-service for the entirety of both periods being compared 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 except for properties that are being phased out of service for future development.

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 defined 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,

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

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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. NOI includes property rental revenue and other property 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 statements of operations and discussed in the preceding pages under "Results of Operations." The following represents the components of revenue from our third-party real estate services business:

	Year Ended December 31,	
	2020	2019
Property management fees	$ 20,178	$ 22,437
Asset management fees	9,791	14,045
Development fees	11,496	15,655
Leasing fees	5,594	7,377
Construction management fees	2,966	1,669
Other service revenue	7,255	4,269
Third-party real estate services revenue, excluding reimbursements	57,280	65,452
Reimbursement revenue [1]	56,659	55,434
Third-party real estate services revenue, including reimbursements	113,939	120,886
Third-party real estate services expenses	114,829	113,495
Third-party real estate services revenue less expenses	$ (890)	$ 7,391

(1) 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.

Third-party real estate services revenue, including reimbursements, decreased by $6.9 million, or 5.7%, to $113.9 million in 2020 from $120.9 million in 2019. The decrease was primarily due to a $4.3 million decrease in asset management fees and a $2.3 million decrease in property management fees due to the sale of assets within the JBG Legacy Funds, a $4.2 million decrease in development fee income primarily related to the timing of development projects and a $1.8 million decrease in leasing fees due to the impact of COVID-19. The decrease in third-party real estate services revenue was partially offset by a $3.0 million increase in other service revenue, a $1.3 million increase in construction management fees and a $1.2 million increase in reimbursements revenue.

Third-party real estate services expenses increased by $1.3 million, or 1.2%, to $114.8 million in 2020 from $113.5 million in 2019. The increase was primarily due to an increase in share-based compensation expense from the issuance of the 2020 equity awards, partially offset by a decrease in rent expense.

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 other property revenue (primarily parking revenue). Property expense is calculated as property operating expenses plus real estate taxes. Consolidated NOI is calculated as total property revenue less total property expense. See Note 19 to the financial statements for the reconciliation of net income (loss)

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attributable to common shareholders to consolidated NOI for the years ended December 31, 2020 and 2019. The following is a summary of NOI by segment:

	Year Ended December 31,	
	2020	2019
Property revenue:		
Commercial	$ 359,291	$ 408,904
Multifamily	121,886	116,710
Other [(1)]	(7,765)	(6,368)
Total property revenue	473,412	519,246
Property expense:		
Commercial	153,096	163,292
Multifamily	66,741	50,257
Other [(1)]	(3,254)	(5,434)
Total property expense	216,583	208,115
Consolidated NOI:		
Commercial	206,195	245,612
Multifamily	55,145	66,453
Other [(1)]	(4,511)	(934)
Consolidated NOI	$ 256,829	$ 311,131

(1) Includes activity related to future development pipeline assets and corporate entities, and the elimination of intersegment activity.

Comparison of the Year Ended December 31, 2020 to 2019

Commercial: Property rental revenue decreased by $49.6 million, or 12.1%, to $359.3 million in 2020 from $408.9 million in 2019. Consolidated NOI decreased by $39.4 million, or 16.0%, to $206.2 million in 2020 from $245.6 million in 2019. The decrease in property revenue and consolidated NOI was primarily due to the sale of the Disposed Properties and a decrease in property rental revenue due to the deferral of rent and the write-off of deferred rent balances for tenants that were placed on the cash basis of accounting and an increase in uncollectable operating lease receivables attributable to COVID-19. The decrease in property revenue and consolidated NOI was partially offset by an increase in revenue from 4747 Bethesda Avenue, which was placed into service during the fourth quarter of 2019, and the commencement of leases with Amazon at 1800 South Bell Street, 241 18th Street South and 2200 Crystal Drive.

Multifamily: Property rental revenue increased by $5.2 million, or 4.4%, to $121.9 million in 2020 from $116.7 million in 2019. Consolidated NOI decreased by $11.3 million, or 17.0%, to $55.1 million in 2020 from $66.5 million in 2019. The increase in property revenue was primarily due to the acquisition of F1RST Residences and the placing of West Half, The Wren and 901 W Street into service in the second half of 2019 and during 2020, partially offset by a decrease in our same store multifamily assets due to lower occupancy, higher concessions, lower rents, higher operating costs and an increase in uncollectable operating lease receivables, which were attributable to the impact of COVID-19. Further, the decline in consolidated NOI was also due to a reduction in capitalized expenses at West Half, The Wren and 901 W Street as the assets were placed into service.

Liquidity and Capital Resources

Property rental income is our primary source of operating cash flow and is dependent 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 WHI, Amazon, the JBG Legacy Funds and other third parties. Our assets provide a relatively consistent level of cash flow that enables us to pay operating expenses, debt service, recurring capital expenditures, dividends

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to shareholders and distributions to holders of OP Units. Other sources of liquidity to fund cash requirements include proceeds from financings, asset sales and the issuance and sale of equity securities. We anticipate that cash flows from continuing operations and proceeds from financings, recapitalizations and

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asset sales, 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 over the next 12 months.

Financing Activities

The following is a summary of mortgages payable:

	Weighted Average Effective Interest Rate [1]	December 31,	
		2020	2019
		(In thousands)	
Variable rate [2]	2.18%	$ 678,346	$ 2,200
Fixed rate [3]	4.32%	925,523	1,125,648
Mortgages payable		1,603,869	1,127,848
Unamortized deferred financing costs and premium/discount, net		(10,131)	(2,071)
Mortgages payable, net		$1,593,738	$ 1,125,777

(1) Weighted average effective interest rate as of December 31, 2020.

(2) Includes a variable rate mortgage payable with an interest rate cap agreement as of December 31, 2020.

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

As of December 31, 2020 and 2019, the net carrying value of real estate collateralizing our mortgages payable totaled $1.8 billion and $1.4 billion. Our mortgages payable 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 mortgages payable are recourse to us. See Note 20 to the financial statements for additional information. We were not in default under any mortgage loan as of December 31, 2020.

During the year ended December 31, 2020, we entered into four separate mortgage loans with an aggregate principal balance of $560.0 million, collateralized by 4747 Bethesda Avenue, The Bartlett, 1221 Van Street and 220 20th Street, and refinanced the mortgage payable collateralized by RTC-West, increasing the principal balance by $20.2 million. In December 2020, we repaid the mortgage payable collateralized by WestEnd25 with a principal balance of $94.7 million.

During the year ended December 31, 2019, aggregate borrowings under mortgages payable totaled $2.2 million related to construction draws. During the year ended December 31, 2019, we repaid mortgages payable with an aggregate principal balance of $709.1 million. The loss on the extinguishment of debt was $5.8 million for the year ended December 31, 2019, of which $2.9 million related to our repayment of various mortgages payable and $2.9 million related to the termination of various interest rate swaps in connection with the repayment of the loan encumbering Central Place Tower.

As of December 31, 2020 and 2019, we had various interest rate swap and cap agreements on certain of our mortgages payable with an aggregate notional value of $1.3 billion and $867.6 million. During the year ended December 31, 2020, we entered into various interest rate cap agreements on certain of our mortgages payable with an aggregate notional value of $560.0 million. During the year ended December 31, 2019, in connection with the repayment of the loan encumbering Central Place Tower, we terminated various interest rate swaps with an aggregate notional value of $220.0 million. See Note 18 to the financial statements for additional information.

As of December 31, 2020, our $1.4 billion credit facility consisted of a $1.0 billion revolving credit facility maturing in January 2025, a $200.0 million Tranche A-1 Term Loan maturing in January 2023 and a $200.0 million Tranche A-2 Term Loan maturing in July 2024.

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Based on the terms as of December 31, 2020, the interest rate for the credit facility varies based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets and ranges (i) in the case of the revolving credit facility, effective January 2020, from LIBOR plus 1.05% to LIBOR plus 1.50%, (ii) in the case of the Tranche A-1 Term Loan, from LIBOR plus 1.20% to LIBOR plus 1.70% and (iii) in the case of the Tranche A-2 Term Loan, from LIBOR

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plus 1.15% to LIBOR plus 1.70%. There are various LIBOR options in the credit facility, and we elected the one-month LIBOR option as of December 31, 2020. We were not in default under our credit facility as of December 31, 2020.

The following is a summary of amounts outstanding under the credit facility:

	Effective Interest Rate [1]	December 31, 2020	December 31, 2019
		(In thousands)	
Revolving credit facility [2] [3] [4]	1.19%	$ —	$ 200,000
Tranche A-1 Term Loan [5]	2.59%	$ 200,000	$ 100,000
Tranche A-2 Term Loan [6]	2.49%	200,000	200,000
Unsecured term loans		400,000	300,000
Unamortized deferred financing costs, net		(2,021)	(2,705)
Unsecured term loans, net		$ 397,979	$ 297,295

(1) Effective interest rate as of December 31, 2020.

(2) As of both December 31, 2020 and 2019, letters of credit with an aggregate face amount of $1.5 million were outstanding under our revolving credit facility.

(3) As of December 31, 2020 and 2019, net deferred financing costs related to our revolving credit facility totaling $6.7 million and $3.1 million were included in "Other assets, net."

(4) The interest rate for the revolving credit facility excludes a 0.15% facility fee.

(5) As of December 31, 2020 and 2019, $200.0 million and $100.0 million of the outstanding balance was fixed by interest rate swap agreements. As of December 31, 2020, the interest rate swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.39%.

(6) As of December 31, 2020 and 2019, $200.0 million and $137.6 million of the outstanding balance was fixed by interest rate swap agreements. As of December 31, 2020, the interest rate swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.34%.

Our existing floating rate debt instruments, including our credit facility, and our hedging arrangements currently use as a reference rate the USD-LIBOR, and we expect a transition from LIBOR to another reference rate due to plans to phase out the reference rate by the end of 2021, after which point its continuation cannot be assured. Though an alternative reference rate for USD-LIBOR, the SOFR, exists, significant uncertainties still remain. We can provide no assurance regarding the future of LIBOR and when our LIBOR-based instruments will transition from USD-LIBOR as a reference rate to SOFR or another reference rate. The discontinuation of a benchmark rate or other financial metric, changes in a benchmark rate or other financial metric, or changes in market perceptions of the acceptability of a benchmark rate or other financial metric, including LIBOR, could, among other things result in increased interest payments, changes to our risk exposures, or require renegotiation of previous transactions. In addition, any such discontinuation or changes, whether actual or anticipated, could result in market volatility, adverse tax or accounting effects, increased compliance, legal and operational costs, and risks associated with contract negotiations.

Common Shares Repurchased

In March 2020, our Board of Trustees authorized the repurchase of up to $500 million of our outstanding common shares. During the year ended December 31, 2020, we repurchased and retired 3.8 million common shares for $104.8 million, an average purchase price of $27.72 per share.

Purchases, made pursuant to 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

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price, applicable legal requirements and other factors. The program may be suspended or discontinued at our discretion without prior notice.

Liquidity Requirements

Our principal liquidity needs for the next 12 months and beyond are to fund:

- normal recurring expenses;
- debt service and principal repayment obligations, including balloon payments on maturing debt;
- capital expenditures, including major renovations, tenant improvements and leasing costs;
- development expenditures;
- dividends to shareholders and distributions to holders of OP Units
- common share repurchases; and
- possible acquisitions of properties, either directly or indirectly through the acquisition of equity interests therein.

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

- cash and cash equivalent balances;
- cash flows from operations;
- distributions from real estate ventures; and
- proceeds from financings, recapitalizations and asset sales.

While we do not expect the need to do so during the next 12 months, we also can issue equity securities to raise funds.

While we have not experienced a significant impact to date in this regard, we expect COVID-19 to continue to have an adverse impact on our liquidity and capital resources. Future decreases in cash flows from operations resulting from tenant defaults, rent deferrals or decreases in our rents or occupancy, would decrease the cash available for the capital uses described above.

In light of the current lack of visibility regarding the long-term impact of COVID-19 on our revenue, we have taken various steps to mitigate its adverse effect on our liquidity, including the deferral of planned discretionary capital expenditures for our operating assets for 2020 and 2021. During the year ended December 31, 2020, we repaid $500.0 million of draws under our revolving credit facility, in part with the proceeds from three separate mortgage loans with an aggregate principal balance of $385.0 million, collateralized by The Bartlett, 1221 Van Street and 220 20th Street. We also made a $100.0 million draw on our Tranche A-1 Term Loan in April 2020, and repaid a mortgage payable collateralized by WestEnd25 with a principal balance of $94.7 million in December 2020. As of December 31, 2020, we have $998.5 million of remaining availability under our credit facility (net of outstanding letters of credit totaling $1.5 million). As of December 31, 2020, mortgages payable totaling $1.1 million on a consolidated basis and $103.4 million at our share are scheduled to mature in 2021.

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Contractual Obligations and Commitments

The following is a summary of our contractual obligations and commitments as of December 31, 2020:

	Total	2021	2022	2023	2024	2025	Thereafter
				(In thousands)			
Contractual cash obligations (principal and interest):							
Debt obligations [1] [2]	$2,302,336	$71,156	$176,173	$422,401	$365,546	$581,682	$ 685,378
Operating leases [3]	14,867	2,550	2,266	1,202	1,263	1,327	6,259
Finance leases [3]	304,129	1,020	1,040	1,061	1,082	1,104	298,822
Other	3,857	2,005	955	888	6	3	—
Total contractual cash obligations [4]	$2,625,189	$76,731	$180,434	$425,552	$367,897	$584,116	$ 990,459

(1) Interest was computed giving effect to interest rate hedges. One-month LIBOR of 0.14% was applied to loans 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 Off-Balance Sheet Arrangements section below.

(3) We recognize operating and finance lease right-of-use assets and lease liabilities in our balance sheet associated with our corporate office lease and various ground leases for which we are the lessee. See Note 20 to the financial statements for additional information.

(4) Excludes obligations related to construction or development contracts totaling $18.9 million ($9.6 million related to our consolidated entities and $9.3 million related to our unconsolidated real estate ventures at our share), based on our current plans and estimates, since payments are only due upon satisfactory performance under the contracts. Also excludes committed tenant-related obligations totaling $56.1 million ($52.3 million related to our consolidated entities and $3.8 million 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.

As of December 31, 2020, we have capital commitments and certain recorded guarantees to our unconsolidated real estate ventures totaling $56.1 million.

In December 2020, our Board of Trustees declared a quarterly dividend of $0.225 per common share, which was paid on January 11, 2021.

Summary of Cash Flows

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

	Year Ended December 31, 2020	2019
	(In thousands)	
Net cash provided by operating activities	$ 169,021	$ 173,986
Net cash used in by investing activities	(167,690)	(240,672)
Net cash provided by (used in) financing activities	119,489	(190,330)

Cash Flows for the Year Ended December 31, 2020

Cash and cash equivalents, and restricted cash increased $120.8 million to $263.3 million as of December 31, 2020, compared to $142.5 million as of December 31, 2019. This increase resulted from $169.0 million of net cash provided by operating activities and $119.5 million of net cash provided by financing activities, partially offset by $167.7 million of net cash used in investing activities. Our outstanding debt was $2.0

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billion and $1.6 billion as of December 31, 2020 and 2019. The $376.0 million increase in outstanding debt was primarily from four separate mortgage loans with an aggregate principal balance of $560.0 million, collateralized by 4747 Bethesda Avenue, The Bartlett, 1221 Van Street and 220 20th Street, and the remaining $100.0 million draw under our Tranche A-1 Term Loan, partially offset by the repayment of the revolving credit facility and the mortgage payable collateralized by WestEnd25 with a principal balance of $94.7 million.

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Net cash provided by operating activities of $169.0 million primarily comprised: (i) $211.7 million of net income (before $338.5 million of non-cash items and a $59.5 million gain on sale of real estate) and (ii) $4.3 million of return on capital from unconsolidated real estate ventures, partially offset by (iii) $47.0 million of net change in operating assets and liabilities. Non-cash income adjustments of $338.5 million primarily include depreciation and amortization expense, share-based compensation expense, losses on operating lease and other receivables, net loss from unconsolidated real estate ventures, deferred rent and impairment loss.

Net cash used in investing activities of $167.7 million comprised: (i) $307.5 million of development costs, construction in progress and real estate additions, (ii) $45.7 million related to the acquisition of the Americana Portfolio in December 2020, (iii) $25.4 million of deposits primarily related to the purchase of CBRS wireless spectrum licenses and (iv) $14.6 million of investments in unconsolidated real estate ventures, partially offset by (v) $154.5 million of proceeds from the sale of real estate and (vi) $71.1 million of distributions of capital from unconsolidated real estate ventures.

Net cash provided by financing activities of $119.5 million primarily comprised: (i) $580.1 million of proceeds from borrowings under mortgages payable, (ii) $500.0 million of proceeds from borrowings under our revolving credit facility and (iii) $100.0 million of proceeds from borrowings under unsecured term loans, partially offset by (iv) $700.0 million of repayments of our revolving credit facility, (v) $120.0 million of dividends paid to common shareholders, (vi) $104.8 million of common shares repurchased, (vii) $104.1 million of repayments of mortgages payable, (viii) $15.0 million of distributions to redeemable noncontrolling interests, and (ix) $14.9 million of debt issuance costs.

Cash Flows for the Year Ended December 31, 2019

Cash and cash equivalents, and restricted cash decreased $257.0 million to $142.5 million as of December 31, 2019, compared to $399.5 million as of December 31, 2018. This decrease resulted from $240.7 million of net cash used in investing activities and $190.3 million of net cash used in financing activities, partially offset by $174.0 million of net cash provided by operating activities.

Net cash provided by operating activities of $174.0 million primarily comprised: (i) $214.8 million of net income (before $245.6 million of non-cash items and a $105.0 million gain on sale of real estate) and (ii) $2.7 million of return on capital from unconsolidated real estate ventures, partially offset by (iii) $43.5 million of net change in operating assets and liabilities. Non-cash income adjustments of $245.6 million primarily include depreciation and amortization expense, share-based compensation expense, deferred rent, impairment of the right-of-use asset for leases associated with our former corporate headquarters, amortization of lease incentives and loss on extinguishment of debt.

Net cash used in investing activities of $240.7 million primarily comprised: (i) $441.0 million of development costs, construction in progress and real estate additions, (ii) $165.2 million related to the acquisition of F1RST Residences in December 2019, and (iii) $18.7 million of investments in unconsolidated real estate ventures, partially offset by (iv) $377.5 million of proceeds from the sales of real estate and (v) $7.6 million of distributions of capital from unconsolidated real estate ventures.

Net cash used in financing activities of $190.3 million primarily comprised: (i) $719.0 million of repayments of mortgages payable, (ii) $129.8 million of dividends paid to common shareholders and (iii) $17.4 million of distributions to redeemable noncontrolling interests, partially offset by (iv) $472.8 million of net proceeds from the issuance of common stock and (v) $200.0 million of proceeds from borrowings under our revolving credit facility.

Off-Balance Sheet Arrangements

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.

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As of December 31, 2020, we have investments in unconsolidated real estate ventures totaling $461.4 million. For the majority of 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 6 to the 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, 2020, we had additional capital commitments and certain recorded guarantees to our unconsolidated real estate ventures totaling $56.1 million. As of December 31, 2020, we had no principal payment guarantees related to our unconsolidated real estate ventures.

Reconsideration events could cause us to consolidate these unconsolidated real estate ventures in the future or deconsolidate a consolidated entity. We evaluate reconsideration events as we become aware of them. Reconsideration events include amendments to real estate venture agreements and changes in our partner's ability to make contributions to the venture. Under certain circumstances, we may purchase our partner's interest.

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 $1.5 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 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 mortgages payable secured by our properties, a revolving credit facility and unsecured 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 reasonable costs in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect the ability to finance or refinance our properties.

Construction Commitments

As of December 31, 2020, we had construction in progress that will require an additional $18.9 million to complete ($9.6 million related to our consolidated entities and $9.3 million related to our unconsolidated real estate ventures at our share), based on our current plans and estimates, which we anticipate will be

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primarily expended over the next one to 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.

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Other

As of December 31, 2020, we had committed tenant-related obligations totaling $56.1 million ($52.3 million related to our consolidated entities and $3.8 million 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.

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, 2020, 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, an owner of real estate is liable for the costs of removal or remediation of certain hazardous or toxic substances on such real estate. These laws often impose such liability without regard to whether the owner knew of, or was responsible for, the presence of such hazardous or toxic substances. The costs of remediation or removal of such substances may be substantial and the presence of such substances, or the failure to promptly remediate such substances, may adversely affect the owner's ability to sell such real estate or to borrow using such real estate as collateral. In connection with the ownership and operation of our assets, we may be potentially liable for such costs. The operations of current and former tenants at our assets have involved, or may have involved, the use of hazardous materials or generated hazardous wastes. The release of such hazardous materials 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 which 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 send contaminated materials to other locations for treatment or disposal, we may be liable for cleanup of those sites if they become contaminated.

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 the preparation and issuance of a written report. Soil 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. They may not, however, have included extensive sampling or subsurface investigations.

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In each case where the environmental assessments have identified conditions requiring remedial actions required by law, we have initiated appropriate actions. The environmental assessments did not reveal 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

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significant cost to us. Environmental liabilities total $18.2 million and $17.9 million as of December 31, 2020 and 2019, and are included in "Other liabilities, net" in our 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, 2020			December 31, 2019	
	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):					
Mortgages payable:					
Variable rate [1]	$ 678,346	2.18%	$ 6,878	$ 2,200	3.36%
Fixed rate [2]	925,523	4.32%	—	1,125,648	4.29%
	$1,603,869		$ 6,878	$1,127,848	
Credit facility:					
Revolving credit facility [3]	$ —	1.19%	$ —	$ 200,000	2.86%
Tranche A-1 Term Loan [4]	200,000	2.59%	—	100,000	3.32%
Tranche A-2 Term Loan [5]	200,000	2.49%	—	200,000	3.74%
	$ 400,000		$ —	$ 500,000	
Pro rata share of debt of unconsolidated real estate ventures (contractual balances):					
Variable rate [1]	$ 319,057	2.47%	$ 3,235	$ 228,226	4.30%
Fixed rate [2]	79,989	4.36%	—	101,993	4.24%
	$ 399,046		$ 3,235	$ 330,219	

(1) Includes a variable rate mortgage payable with an interest rate cap agreement as of December 31, 2020.

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

(3) The interest rate for the revolving credit facility excludes a 0.15% facility fee.

(4) As of December 31, 2020 and 2019, $200.0 million and $100.0 million of the outstanding balance was fixed by interest rate swap agreements. As of December 31, 2020, the interest rate swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.39%.

(5) As of December 31, 2020 and 2019, $200.0 million and $137.6 million of the outstanding balance was fixed by interest rate swap agreements. As of December 31, 2020, the interest rate swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.34%.

The fair value of our mortgages payable 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 unsecured 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, 2020 and 2019, the estimated fair value of our consolidated debt was $2.0 billion and $1.7 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.

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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. We do not enter into derivative financial instruments for speculative purposes.

Derivative Financial Instruments Designated as Cash Flow Hedges

Certain derivative financial instruments, consisting of interest rate swap and cap agreements, are designated as cash flow hedges, and are carried at their estimated fair value on a recurring basis. We assess the effectiveness of our cash flow 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 loss and is subsequently reclassified into "Interest expense" in the period that the hedged forecasted transactions affect earnings. Our cash flow 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 and equity.

As of December 31, 2020 and 2019, we had interest rate swap and cap agreements with an aggregate notional value of $862.7 million and $935.1 million, which were designated as cash flow hedges. The fair value of our interest rate swaps and caps designated as cash flow hedges consisted of liabilities totaling $44.2 million and $17.4 million as of December 31, 2020 and 2019, included in "Other liabilities, net" in our balance sheets.

Derivative Financial Instruments Not Designated as Hedges

Certain derivative financial instruments, consisting of interest rate swap and cap agreements, are considered economic hedges, but not designated as accounting hedges, and are carried at their estimated fair value on a recurring basis. Realized and unrealized gains are recorded in "Interest expense" in our statements of operations in the period in which the change occurs. As of December 31, 2020 and 2019, we had various interest rate swap and cap agreements with an aggregate notional value of $867.7 million and $307.7 million, which were not designated as cash flow hedges. The fair value of our interest rate swaps and caps not designated as hedges was not material as of December 31, 2020 and 2019.

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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, 2020 and 2019, 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, 2020, and the related notes and the schedules 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, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, 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, 2020, 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 23, 2021, 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 US 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 - Refer to Note 2 to the consolidated financial statements

Critical Audit Matter Description

The Company has real estate which is required to be evaluated for impairment. 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. The Company evaluates real estate assets for impairment

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whenever events or changes in circumstances occur that indicate the carrying amount of the asset may not be recoverable. These indicators may include operating performance, intended holding periods and adverse changes in circumstances. At December 31, 2020, the carrying value of the

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Company’s real estate assets was approximately $4.77 billion, including an impairment loss in the year ended December 31, 2020 of $7.8 million.

Given the Company’s evaluation of possible indications of impairment of real estate assets requires management to make significant judgments, performing audit procedures to evaluate whether management appropriately identified events or changes in circumstances indicating that the carrying amounts of real estate assets may not be recoverable required an increased extent of effort and high degree of auditor judgment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the evaluation of real estate assets for possible indications of impairment included the following, among others:

- We tested the effectiveness of controls over management’s review of impairment indicators, which include assessing possible circumstances that could indicate that the carrying amounts of real estate assets are not recoverable.
- We evaluated the reasonableness of management’s judgments by:
    - Testing real estate assets for possible indications of impairment, including searching for adverse asset-specific and/or market conditions.
    - Developing an expectation of assets for which impairment indicators are identified in management’s analysis.

/s/ Deloitte & Touche LLP
McLean, Virginia
February 23, 2021

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

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JBG SMITH PROPERTIES

Consolidated Balance Sheets
(In thousands, except par value amounts)

	December 31, 2020	December 31, 2019
ASSETS		
Real estate, at cost:		
Land and improvements	$ 1,391,472	$ 1,240,455
Buildings and improvements	4,341,103	3,880,973
Construction in progress, including land	268,056	654,091
	6,000,631	5,775,519
Less accumulated depreciation	(1,232,690)	(1,119,571)
Real estate, net	4,767,941	4,655,948
Cash and cash equivalents	225,600	126,413
Restricted cash	37,736	16,103
Tenant and other receivables	55,903	52,941
Deferred rent receivable	170,547	169,721
Investments in unconsolidated real estate ventures	461,369	543,026
Other assets, net	286,575	253,687
Assets held for sale	73,876	168,412
TOTAL ASSETS	$ 6,079,547	$ 5,986,251
LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY		
Liabilities:		
Mortgages payable, net	$ 1,593,738	$ 1,125,777
Revolving credit facility	—	200,000
Unsecured term loans, net	397,979	297,295
Accounts payable and accrued expenses	103,102	157,702
Other liabilities, net	247,774	206,042
Total liabilities	2,342,593	1,986,816
Commitments and contingencies		
Redeemable noncontrolling interests	530,748	612,758
Shareholders' equity:		
Preferred shares, $0.01 par value - 200,000 shares authorized; none issued	—	—
Common shares, $0.01 par value - 500,000 shares authorized; 131,778 and 134,148 shares issued and outstanding as of December 31, 2020 and 2019	1,319	1,342
Additional paid-in capital	3,657,643	3,633,042
Accumulated deficit	(412,944)	(231,164)
Accumulated other comprehensive loss	(39,979)	(16,744)
Total shareholders' equity of JBG SMITH Properties	3,206,039	3,386,476
Noncontrolling interests in consolidated subsidiaries	167	201
Total equity	3,206,206	3,386,677
TOTAL LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY	$ 6,079,547	$ 5,986,251

See accompanying notes to the consolidated financial statements.

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JBG SMITH PROPERTIES

Consolidated Statements of Operations
(In thousands, except per share data)

	Year Ended December 31,		
	2020	**2019**	**2018**
REVENUE			
Property rental	$458,958	$493,273	$513,447
Third-party real estate services, including reimbursements	113,939	120,886	98,699
Other revenue	29,826	33,611	32,036
Total revenue	602,723	647,770	644,182
EXPENSES			
Depreciation and amortization	221,756	191,580	211,436
Property operating	145,625	137,622	148,081
Real estate taxes	70,958	70,493	71,054
General and administrative:			
Corporate and other	46,634	46,822	33,728
Third-party real estate services	114,829	113,495	89,826
Share-based compensation related to Formation Transaction and special equity awards	31,678	42,162	36,030
Transaction and other costs	8,670	23,235	27,706
Total expenses	640,150	625,409	617,861
OTHER INCOME (EXPENSE)			
Income (loss) from unconsolidated real estate ventures, net	(20,336)	(1,395)	39,409
Interest and other income (loss), net	(625)	5,385	15,168
Interest expense	(62,321)	(52,695)	(74,447)
Gain on sale of real estate	59,477	104,991	52,183
Loss on extinguishment of debt	(62)	(5,805)	(5,153)
Impairment loss	(10,232)	—	—
Reduction of gain on bargain purchase	—	—	(7,606)
Total other income (expense)	(34,099)	50,481	19,554
INCOME (LOSS) BEFORE INCOME TAX BENEFIT	(71,526)	72,842	45,875
Income tax benefit	4,265	1,302	738
NET INCOME (LOSS)	(67,261)	74,144	46,613
Net (income) loss attributable to redeemable noncontrolling interests	4,958	(8,573)	(6,710)
Net loss attributable to noncontrolling interests	—	—	21
NET INCOME (LOSS) ATTRIBUTABLE TO COMMON SHAREHOLDERS	$ (62,303)	$ 65,571	$ 39,924
EARNINGS (LOSS) PER COMMON SHARE - BASIC AND DILUTED	$ (0.49)	$ 0.48	$ 0.31
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING - BASIC AND DILUTED	133,451	130,687	119,176

See accompanying notes to the consolidated financial statements.

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JBG SMITH PROPERTIES

Consolidated Statements of Comprehensive Income (Loss)
(In thousands)

	Year Ended December 31,		
	2020	**2019**	**2018**
NET INCOME (LOSS)	$ (67,261)	$ 74,144	$ 46,613
OTHER COMPREHENSIVE INCOME (LOSS):			
Change in fair value of derivative financial instruments	(38,137)	(27,722)	5,382
Reclassification of net loss on derivative financial instruments from accumulated other comprehensive loss into interest expense	11,912	1,694	1,090
Other comprehensive income (loss)	(26,225)	(26,028)	6,472
COMPREHENSIVE INCOME (LOSS)	(93,486)	48,116	53,085
Net (income) loss attributable to redeemable noncontrolling interests	4,958	(8,573)	(6,710)
Other comprehensive (income) loss attributable to redeemable noncontrolling interests	2,990	2,584	(1,384)
Net loss attributable to noncontrolling interests	—	—	21
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO JBG SMITH PROPERTIES	$ (85,538)	$ 42,127	$ 45,012

See accompanying notes to the consolidated financial statements.

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JBG SMITH PROPERTIES

Consolidated Statements of Equity
(In thousands)

	Common Shares		Additional Paid-In	Accumulated	Accumulated Other Comprehensive Income	Noncontrolling Interests in Consolidated	Total
	Shares	Amount	Capital	Deficit	(Loss)	Subsidiaries	Equity
BALANCE AS OF DECEMBER 31, 2017	117,955	$ 1,180	$3,063,625	$ (95,809)	$ 1,612	$ 4,206	$2,974,814
Net income (loss) attributable to common shareholders and noncontrolling interests	—	—	—	39,924	—	(21)	39,903
Conversion of common limited partnership units to common shares	2,962	30	109,092	—	—	—	109,122
Common shares issued pursuant to Employee Share Purchase Plan ("ESPP")	20	—	741	—	—	—	741
Dividends declared on common shares ($1.00 per common share)	—	—	—	(120,133)	—	—	(120,133)
Distributions to noncontrolling interests, net	—	—	—	—	—	(97)	(97)
Redeemable noncontrolling interests redemption value adjustment and other comprehensive income allocation	—	—	(16,172)	—	(1,384)	—	(17,556)
Acquisition of consolidated real estate venture	—	—	(1,666)	—	—	(3,884)	(5,550)
Other comprehensive income	—	—	—	—	6,472	—	6,472
Other	—	—	(364)	—	—	—	(364)
BALANCE AS OF DECEMBER 31, 2018	120,937	1,210	3,155,256	(176,018)	6,700	204	2,987,352
Net income attributable to common shareholders and noncontrolling interests	—	—	—	65,571	—	—	65,571
Common shares issued	11,500	115	472,665	—	—	—	472,780
Conversion of common limited partnership units to common shares	1,664	17	57,301	—	—	—	57,318
Common shares issued pursuant to ESPP	47	—	1,803	—	—	—	1,803
Dividends declared on common shares ($0.90 per common share)	—	—	—	(120,717)	—	—	(120,717)
Distributions to noncontrolling interests, net	—	—	—	—	—	(3)	(3)
Redeemable noncontrolling interests redemption value adjustment and other comprehensive loss allocation	—	—	(53,983)	—	2,584	—	(51,399)
Other comprehensive loss	—	—	—	—	(26,028)	—	(26,028)
BALANCE AS OF DECEMBER 31, 2019	134,148	1,342	3,633,042	(231,164)	(16,744)	201	3,386,677
Net loss attributable to common shareholders and noncontrolling interests	—	—	—	(62,303)	—	—	(62,303)
Conversion of common limited partnership units to common shares	1,338	13	47,504	—		—	47,517
Common shares repurchased	(3,776)	(37)	(104,737)	—	—	—	(104,774)
Common shares issued pursuant to ESPP	68	1	2,241	—	—	—	2,242
Dividends declared on common shares ($0.90 per common share)	—	—	—	(119,477)	—	—	(119,477)
Distributions to noncontrolling interests	—	—	—	—	—	(34)	(34)
Redeemable noncontrolling interests redemption value adjustment and other comprehensive loss allocation	—	—	79,593	—	2,990	—	82,583
Other comprehensive loss	—	—	—	—	(26,225)	—	(26,225)
BALANCE AS OF DECEMBER 31, 2020	131,778	$ 1,319	$3,657,643	$ (412,944)	$ (39,979)	$ 167	$3,206,206

See accompanying notes to the consolidated financial statements.

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JBG SMITH PROPERTIES

Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2020	2019	2018
OPERATING ACTIVITIES:			
Net income (loss)	$ (67,261)	$ 74,144	$ 46,613
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Share-based compensation expense	66,051	65,273	52,675
Depreciation and amortization, including amortization of debt issuance costs	225,597	195,795	215,659
Deferred rent	(20,084)	(39,174)	(14,056)
(Income) loss from unconsolidated real estate ventures, net	20,336	1,395	(39,409)
Amortization of market lease intangibles, net	(442)	(791)	(220)
Amortization of lease incentives	6,603	6,336	3,406
Reduction of gain on bargain purchase	—	—	7,606
Loss on extinguishment of debt	62	5,805	4,536
Impairment loss	10,232	—	—
Gain on sale of real estate	(59,477)	(104,991)	(52,183)
Losses on operating lease and other receivables	25,805	1,560	3,298
Return on capital from unconsolidated real estate ventures	4,302	2,690	7,827
Other non-cash items	4,326	567	462
Impairment of corporate assets	—	10,170	—
Changes in operating assets and liabilities:			
Tenant and other receivables	(9,231)	(8,382)	(5,582)
Other assets, net	(11,075)	(9,177)	(16,600)
Accounts payable and accrued expenses	591	(7,678)	(5,984)
Other liabilities, net	(27,314)	(19,556)	(19,855)
Net cash provided by operating activities	169,021	173,986	188,193
INVESTING ACTIVITIES:			
Development costs, construction in progress and real estate additions	(307,497)	(441,014)	(385,943)
Acquisition of real estate	(45,688)	(165,208)	(23,246)
Deposits for real estate and other acquisitions	(25,424)	(850)	—
Proceeds from sale of real estate	154,493	377,511	413,077
Acquisition of interests in unconsolidated real estate ventures, net of cash acquired	—	—	(386)
Distributions of capital from unconsolidated real estate ventures	71,065	7,557	14,408
Distributions of capital from sales of unconsolidated real estate ventures	—	—	80,279
Investments in unconsolidated real estate ventures	(14,639)	(18,668)	(31,197)
Other	—	—	(665)
Net cash (used in) provided by investing activities	(167,690)	(240,672)	66,327
FINANCING ACTIVITIES:			
Acquisition of interest in consolidated real estate venture	—	—	(5,550)
Finance lease payments	(3,531)	(137)	(114)
Borrowings under mortgages payable	580,105	2,200	118,141
Borrowings under revolving credit facility	500,000	200,000	35,000
Borrowings under unsecured term loans	100,000	—	250,000
Repayments of mortgages payable	(104,083)	(719,003)	(312,894)
Repayments of revolving credit facility	(700,000)	—	(150,751)
Debt issuance costs	(14,856)	(515)	(3,114)
Proceeds from the issuance of common stock, net of issuance costs	—	472,780	—
Proceeds from common stock issued pursuant to ESPP	1,715	1,457	597
Common shares repurchased	(104,774)	—	—
Dividends paid to common shareholders	(120,011)	(129,834)	(107,372)
Distributions to redeemable noncontrolling interests	(15,030)	(17,390)	(17,398)
Distributions to noncontrolling interests	(46)	(95)	(340)
Contributions from noncontrolling interests	—	207	250
Net cash provided by (used in) financing activities	119,489	(190,330)	(193,545)
Net increase (decrease) in cash and cash equivalents and restricted cash	120,820	(257,016)	60,975
Cash and cash equivalents and restricted cash as of the beginning of the period	142,516	399,532	338,557

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Cash and cash equivalents and restricted cash as of the end of the period	$ 263,336	$ 142,516	$ 399,532
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AS OF END OF THE PERIOD:			
Cash and cash equivalents	$ 225,600	$ 126,413	$ 260,553
Restricted cash	37,736	16,103	138,979
Cash and cash equivalents and restricted cash	$ 263,336	$ 142,516	$ 399,532

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

	Year Ended December 31,		
	2020	2019	2018
SUPPLEMENTAL DISCLOSURE OF CASH FLOW AND NON-CASH INFORMATION:			
Cash paid for interest (net of capitalized interest of $13,189, $29,806 and $20,804 in 2020, 2019 and 2018)	$ 56,961	$ 49,437	$ 64,605
Accrued capital expenditures included in accounts payable and accrued expenses	43,188	84,076	53,073
Write-off of fully depreciated assets	30,798	66,533	52,272
Cash received for income taxes	1,187	282	1,965
Deconsolidation of properties	—	181,813	95,923
Accrued dividends to common shareholders	29,650	30,184	39,298
Accrued distributions to redeemable noncontrolling interests	4,425	3,828	5,896
Conversion of common limited partnership units to common shares	47,517	57,318	109,208
Recognition (derecognition) of operating lease right-of-use assets	(13,151)	35,318	—
Recognition (derecognition) of liabilities related to operating lease right-of-use assets	(13,151)	37,922	—
Recognition of finance lease right-of-use assets	42,354	—	—
Recognition of liabilities related to finance lease right-of-use assets	40,684	—	—
Cash paid for amounts included in the measurement of lease liabilities for operating leases	5,201	6,202	—
Deferred purchase price related to acquisition	19,479	—	—

See accompanying notes to the consolidated financial statements.

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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 and operates a portfolio of commercial and multifamily assets amenitized with ancillary retail. JBG SMITH's portfolio reflects its longstanding strategy of owning and operating assets within Metro-served submarkets in the Washington, D.C. metropolitan area that have high barriers to entry and vibrant urban amenities. Over half of our portfolio is in National Landing where we serve as the exclusive developer for Amazon.com, Inc.'s ("Amazon") new headquarters, and where Virginia Tech's new $1 billion Innovation Campus will be located. 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, 2020, JBG SMITH, as its sole general partner, controlled JBG SMITH LP and owned 90.5% of its common limited partnership units ("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.

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 The JBG Companies ("JBG") (the "Combination"). The Separation and the Combination are collectively referred to as the "Formation Transaction."

As of December 31, 2020, our Operating Portfolio consisted of 62 operating assets comprising 41 commercial assets totaling 13.0 million square feet (11.1 million square feet at our share) and 21 multifamily assets totaling 7,800 units (5,999 units at our share). Additionally, we have: (i) two under-construction assets comprising one wholly owned commercial asset totaling 274,000 square feet and one multifamily asset totaling 322 units (161 units at our share); (ii) 10 wholly owned near-term development pipeline assets totaling 5.6 million square feet of estimated potential development density; and (iii) 29 future development pipeline assets totaling 14.8 million square feet (12.0 million square feet at our share) of estimated potential development density.

We derive our revenue primarily from leases with commercial and multifamily 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 to the Washington Housing Initiative ("WHI") Impact Pool, Amazon, the legacy funds formerly organized by JBG (the "JBG Legacy Funds") and other third parties.

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,		
(Dollars in thousands)	**2020**	**2019**	**2018**
Rental revenue from the U.S. federal government	$ 84,086	$ 86,644	$ 94,822
Percentage of commercial segment rental revenue	23.4 %	21.2 %	22.0 %
Percentage of total rental revenue	17.8 %	16.7 %	17.6 %

Basis of Presentation

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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 other entities, including JBG SMITH LP, in which we have a controlling financial interest. See Note 7 for additional

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information on our variable interest entities ("VIEs"). The portions of the equity and net income (loss) of consolidated subsidiaries that are not attributable to us are presented separately as amounts attributable to noncontrolling interests in our consolidated financial statements.

References to the financial statements refer to our consolidated financial statements as of December 31, 2020 and 2019, and for each of the three years in the period ended December 31, 2020. References to our balance sheets refer to our consolidated balance sheets as of December 31, 2020 and 2019. References to our statements of operations refer to our consolidated statements of operations for each of the three years in the period ended December 31, 2020. References to our statements of comprehensive income (loss) refer to our consolidated statements of comprehensive income (loss) for each of the three years in the period ended December 31, 2020. References to our statements of cash flows refer to our consolidated statements of cash flows for each of the three years in the period ended December 31, 2020.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of the 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 financial statements and the reported amounts of revenue and expenses during the reporting period. The most significant of these estimates include: (i) the underlying cash flows and holding periods used in assessing impairment; (ii) the determination of useful lives for tangible and intangible assets; and (iii) the assessment of the collectability of receivables, including deferred rent receivables. Due to the current pandemic of the novel coronavirus ("COVID-19"), commencing in March 2020, authorities in jurisdictions where our properties are located issued stay-at-home orders and restrictions on travel and permitted businesses operations. The effects of COVID-19 have most significantly impacted the operations of many of our retail tenants, which generated approximately 7% of our revenue for the year ended December 31, 2020, revenue from our multifamily assets, our commercial parking revenue, the operations of the Crystal City Marriott and our interest in the former unconsolidated venture that owns The Marriott Wardman Park hotel. The extent to which COVID-19 impacts us and our tenants will depend on future developments, which are highly uncertain. At this time, there are no outstanding stay-at-home orders in jurisdictions where our properties are located; however, the extent and duration of restrictions on travel and permitted businesses operations and other effects of COVID-19 on us and our tenants have affected estimates used in the preparation of the underlying cash flows used in assessing our long-lived assets for impairment and the assessment of the collectability of receivables from tenants, including deferred rent receivables. We have made what we believe to be appropriate accounting estimates based on the facts and circumstances available as of the reporting date. To the extent these estimates differ from actual results, our consolidated financial statements may be materially affected.

Asset Acquisitions and Business Combinations

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, cash and cash equivalents, tenant and other receivables, investments in unconsolidated real estate ventures and other assets, as applicable), identified intangible assets and liabilities (consisting of in-place leases, above- and below-market leases, options to enter into ground leases and management contracts, 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.

We similarly account for business combinations by estimating the fair values of acquired tangible assets, identified intangible assets and liabilities, assumed debt and other liabilities, and noncontrolling interests, as applicable, based on our evaluation of information and estimates. Any excess of the purchase price over the

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estimated fair value of the net assets acquired is recorded as goodwill, and any excess of the fair value of assets acquired over the purchase price is recorded as a gain on bargain purchase. If, up to one year from the acquisition date, information regarding the fair value of the assets acquired and liabilities assumed is received and the estimates are refined, appropriate adjustments are made on a

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prospective basis to the purchase price allocation, which may include adjustments to identified assets, assumed liabilities, and goodwill or the gain on bargain purchase, as applicable. Transaction costs are expensed as incurred and included in "Transaction and other costs" in our statements of operations.

For both asset acquisitions and business combinations, the results of operations of acquisitions are prospectively included in our 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. 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 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 "Other assets, net" in our balance sheets, and amounts allocated to below-market leases are recorded as lease intangible liabilities in "Other liabilities, net" in our balance sheets. These intangibles are amortized to "Property rental revenue" in our 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 "Other assets, net" in our balance sheets and are amortized to "Depreciation and amortization expense" in our statements of operations over the remaining term of the existing lease; and
- The fair value of the in-place property management, leasing, asset management, and development and construction management contracts is based on revenue and expense projections over the estimated life of each contract discounted using a market discount rate. These management contract intangibles are amortized to "Depreciation and amortization expense" in our statements of operations over the weighted average life of the management contracts.

The fair value of investments in unconsolidated real estate ventures and redeemable noncontrolling interests is based on the estimated fair values of the identified assets acquired and liabilities assumed of each venture, including future expected cash flows from promote interests.

The fair value of the mortgages payable assumed is determined using current market interest rates for comparable debt financings. The fair values of the interest rate swaps and caps are based on the estimated amounts we would receive or pay to terminate the contract at the acquisition date and are determined using interest rate pricing models and observable inputs. The carrying value of cash, restricted cash, working capital balances, leasehold improvements and equipment, and other assets acquired and liabilities assumed approximates fair value.

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 statements of operations. As real estate is undergoing redevelopment activities, all property operating expenses directly associated with

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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. The capitalization period ends when the asset is ready for its intended use, but no later than one year from substantial completion of major construction activities. General and administrative costs are expensed as incurred.

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Depreciation and amortization require an estimate of the useful life of each property and improvement as well as an allocation of the costs associated with a property to its various components. Depreciation and amortization 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 or losses reflected in net income (loss) for the period.

Construction in progress, including land, is carried at cost, and no depreciation is recorded. Real estate undergoing significant renovations and improvements is considered to be under development. All direct and indirect costs related to development activities are capitalized into "Construction in progress, including land" on our 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.

Our assets 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 operating performance, intended holding periods, costs in excess of budgets for under-construction assets and adverse changes in circumstances. 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, intended 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. If our estimates of future cash flows, anticipated holding periods, or fair values change, based on market conditions or otherwise, our evaluation of impairment losses may be different and such differences could be material to our 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 to determine whether the entity should be consolidated. 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 are not the primary beneficiary of an entity 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

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participatory rights. If it is determined that the entity is not a VIE, then the determination as to whether we consolidate is based on whether we have a controlling financial interest in the entity, which is based on our voting interests and the degree of influence we have over the entity. Management uses its judgment when determining if we are the primary beneficiary of, or have a controlling financial interest in, an entity in

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which we have a variable interest. 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 do not have a controlling financial interest. 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" on our balance sheets, and our proportionate share of earnings or losses earned by the real estate venture is recognized in "Income (loss) from unconsolidated real estate ventures, net" in the accompanying 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 statements of operations when earned. Our proportionate share of related expenses is recognized in "Income (loss) from unconsolidated real estate ventures, net" in our 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 fees are recognized when certain earnings events have occurred, and the amount is determinable and collectible. Any promote fees are reflected in "Income (loss) from unconsolidated real estate ventures, net" in our statements of operations.

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. We assess whether there are any indicators, including underlying property operating performance and general market conditions, that the value of our investments in unconsolidated real estate ventures may be impaired. 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, 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 entity, financial condition and long-term prospects of the entity 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.

Intangibles

Intangible assets consist of: (i) in-place leases, below-market ground rent obligations, above-market real estate leases and options to enter into ground leases that were recorded in connection with the acquisition of properties and (ii) management and leasing contracts 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

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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.

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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 is not recognized on real estate classified as held for sale.

Deferred Costs

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 mortgages payable and unsecured term loan 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 on our 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 statements of operations.

Redeemable Noncontrolling Interests - Redeemable noncontrolling interests consists of OP Units issued in conjunction with the Formation Transaction and our venture partners' interests in 965 Florida Avenue. The OP Units became redeemable for our common shares or cash beginning August 1, 2018, subject to certain limitations. Redeemable noncontrolling interests are generally redeemable at the option of the holder and are presented in the mezzanine section between total liabilities and shareholders' equity on our 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 12 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.

Derivative Financial Instruments Designated as Cash Flow Hedges - Certain derivative financial instruments, consisting of interest rate swap and cap agreements, are designated as cash flow hedges, and are carried at their estimated fair value on a recurring basis. We assess the effectiveness of our cash flow 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 (loss) and is subsequently reclassified into "Interest expense" in the period that the hedged forecasted transactions affect earnings. Our cash flow 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 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

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derivative instruments are reported in our statements of operations or as a component of comprehensive income and as a component of shareholders' equity on our balance sheets.

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Derivative Financial Instruments Not Designated as Hedges - Certain derivative financial instruments, consisting of interest rate swap and cap agreements, are considered economic hedges, but not designated as accounting hedges, and are carried at their estimated fair value on a recurring basis. Realized and unrealized gains are recorded in "Interest expense" in our statements of operations in the period in which the change occurs.

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.

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

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between rental revenue recognized and amounts due under the respective lease agreements are recorded as an increase or decrease to "Deferred rent receivable, net" on our 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 the remaining lease payments under the lease agreements. Any changes to the provision for lease revenue determined to be not probable of collection

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are included in "Property rental revenue" in our statements of operations. We exercise judgment in assessing the probability of collection and consider payment history and current credit status 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 that are expected to be completed in greater than twelve months are variable based on the costs ultimately incurred to develop the underlying assets. 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, 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 joint venture projects to the extent of the third-party 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 management projects. We allocate personnel and other overhead costs using the estimates of the time spent performing services for our third-party real estate services and other allocation methodologies.

Lessee Accounting

We are obligated under non-cancellable operating and capital leases, including ground leases on certain of our properties with terms extending through up through 2118. 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 statements of operations in either "Property operating expenses" or "General and administrative expense" depending on the nature of the lease. Amortization of the right-of-use asset associated with a capital lease is recognized on a straight-line basis over the expected lease term and is included in our statements of operations in "Depreciation and amortization" 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 not to separate 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

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election to forgo recording right-of-use assets and the related lease liabilities for leases with initial terms of 12 months or less.

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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 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 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 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.

The Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") that was enacted on March 27, 2020 includes several significant tax provisions that could impact us and our TRSs. These changes include:

- the elimination of the taxable income limit for net operating losses ("NOLs") for all taxable years beginning before January 1, 2021, thereby permitting corporate taxpayers to use NOLs to fully offset taxable income (although we, as a REIT, will continue to only be able to use NOLs against taxable income remaining after taking into account any dividends paid deduction);
- the ability for our TRSs to utilize carryback NOLs arising in 2018, 2019 and 2020 to the five taxable years preceding the taxable year of the loss;
- an increase of the business interest limitation under Section 163(j) of the Code from 30% to 50% for taxable years beginning in 2019 and 2020, and the addition of an election by taxpayers to use their 2019 adjusted taxable income as their adjusted taxable income in 2020 for purposes of applying the limitation; and
- a "technical correction" amending Section 168(e)(3)(E) of the Code to add "qualified improvement property" to "15-year property" and assigning a class life of 20-years under Section 168(g)(3)(B) of the Code to qualified improvement property under Section 168(e)(3)(E)(vii) of the Code.

During the year ended December 31, 2020, as a result of the CARES Act, we made adjustments to the net deferred tax liability amounts, which relate to "qualified improvement property" owned by our TRSs.

Earnings (Loss) Per Common Share

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Basic earnings (loss) per common share is computed by dividing net income (loss) attributable 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 dividends, which include long-term incentive partnership units ("LTIP Units"),

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are considered participating securities. Consequently, we are required to apply the two-class method of computing basic and diluted earnings 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. 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. We account for forfeitures as they occur. Distributions paid on unvested OP Units, LTIP Units, LTIP Units with time-based vesting requirements ("Time-Based LTIP Units"), LTIP Units with performance-based vesting requirements ("Performance-Based LTIP Units") are recorded to "Redeemable noncontrolling interests" in our balance sheets.

Recent Accounting Pronouncements

Reference Rate Reform

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2020-04, Reference Rate Reform ("Topic 848"). Topic 848 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic 848 is optional and may be elected over the period March 12, 2020 through December 31, 2022 as reference rate reform activities occur. During the year ended December 31, 2020, we elected to apply the hedge accounting expedients related to: (i) the assertion that our hedged forecasted transactions remain probable and (ii) the assessments of effectiveness for future LIBOR-indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the corresponding derivatives. Application of these expedients allows us to continue to present our derivatives in a manner that is consistent with our past presentation. We will continue to evaluate the impact of the guidance and may apply other elections, as applicable, as additional changes in the market occur.

COVID-19 Lease Modification Accounting Relief

Due to the business disruptions and challenges severely affecting the global economy caused by COVID-19, we have provided rent deferrals and other lease concessions to certain tenants. In April 2020, the FASB issued a Staff Q&A that allows lessors to elect not to evaluate whether lease-related relief provided to mitigate the economic effects of COVID-19 is a lease modification under ASC Topic 842, Leases ("Topic 842") if certain criteria are met. This election allows us to bypass a lease-by-lease analysis, and instead choose whether to apply the lease modification accounting framework, with such election applied consistently to leases with similar characteristics and circumstances. We have elected to apply the lease modification policy relief and have accounted for lease-related relief provided to mitigate the economic effects of COVID-19 as lease modifications under Topic 842, regardless of whether the right to such relief was embedded within the terms of the lessee's lease. During the year ended December 31, 2020, we entered into rent deferral agreements with certain tenants, many of which were placed on the cash basis of accounting, resulting in the deferral to future periods of $4.3 million of rent that had been contractually due in 2020. We are in the process of negotiating additional rent deferrals and other lease concessions with some

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of our tenants, which have been considered when establishing credit losses against billed and deferred rent receivables.

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During the year ended December 31, 2020, we recorded $11.2 million of credit losses against billed rent receivables and $19.6 million against deferred (straight-line) rent receivables. These losses are due to the effects of COVID-19, primarily on co-working and retail tenants, that are unable to pay rent while businesses are closed, not operating at full capacity or while employees continue to work from home. During 2020, we recorded $8.2 million of income associated with certain lease guarantees. Additionally, during the second quarter of 2020, we determined that our investment in our former real estate venture that owns The Marriott Wardman Park hotel was impaired due to a decline in the fair value of the underlying asset and recorded an impairment loss of $6.5 million (see Note 6 for additional information). During 2020, we put all co-working tenants and all retailers except for grocers, pharmacies, essential businesses and certain national credit tenants on the cash basis of accounting.

3. The Combination

In the Combination on July 18, 2017, we acquired the JBG Assets in exchange for approximately 37.2 million common shares and OP Units and cash of $20.6 million for total consideration valued at $1.2 billion. The Combination was accounted for at fair value under the acquisition method of accounting. The Combination resulted in a gain on bargain purchase of $24.4 million during the year ended December 31, 2017, as the fair value of the identifiable net assets acquired exceeded the purchase consideration. During the year ended December 31, 2018, we finalized our fair value estimates used in the purchase price allocation related to the Combination, resulting in a reduction of the gain on bargain purchase of $7.6 million.

4. Acquisitions, Dispositions and Assets Held for Sale

Acquisitions

In December 2020, we acquired a 1.4-acre future development parcel in National Landing, which was formerly occupied by the Americana Hotel, and three other parcels for an aggregate total of $65.0 million. $47.3 million was allocated to the former Americana Hotel site, of which $20.0 million has been deferred until the earlier of the approval of certain entitlements or January 1, 2023, and $17.7 million was allocated to the other three parcels. The former Americana Hotel site has the potential to accommodate up to approximately 550,000 square feet of new development density and is located directly across the street from Amazon’s future headquarters. Transaction costs related to the asset acquisition of $688,000 were included in the cost of the acquisition.

In December 2019, we acquired F1RST Residences, a 325-unit multifamily asset in the Ballpark submarket of Washington, D.C. with approximately 21,000 square feet of street level retail, for $160.5 million through a like-kind exchange agreement with a third-party intermediary. See Note 7 for additional information. Transaction costs related to the asset acquisition of $4.7 million were included in the cost of the acquisition.

In December 2018, we purchased a land parcel and the remaining interest in the West Half real estate venture for an aggregate purchase price of $28.0 million.

Dispositions

The following is a summary of disposition activity for the year ended December 31, 2020:

Date Disposed	Assets	Segment	Location	Total Square Feet	Gross Sales Price	Cash Proceeds from Sale	Gain on Sale of Real Estate
					(In thousands)		
January 15, 2020	Metropolitan Park [(1)]	Other	Arlington, Virginia	2,150	$154,952	$154,493	$59,477

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(1) The property, which was sold to Amazon, was part of a like-kind exchange. See Note 7 for additional information. Total square feet represents potential development density approved by Arlington County.

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In June 2020, we recognized a loss of $3.0 million from the sale of 11333 Woodglen Drive/NoBe II Land/ Woodglen ("Woodglen") by our unconsolidated real estate venture with Landmark Partners ("Landmark"). In October 2020, we recognized a gain of $800,000 from the sale of Pickett Industrial Park by our unconsolidated real estate venture with CBREI Venture. See Note 6 for additional information.

During the year ended December 31, 2019, we sold three commercial assets for the gross sales price of $165.4 million and the 50.0% interest in a real estate venture that owned Central Place Tower for the gross sales price of $220.0 million, resulting in an aggregate gain on the sale of real estate of $105.0 million.

During the year ended December 31, 2018, we sold four commercial assets, a future development asset and the out-of-service portion of a multifamily asset for an aggregate gross sales price of $427.4 million, resulting in an aggregate gain on the sale of real estate of $52.2 million.

Assets Held for Sale

As of December 31, 2020 and 2019, we had certain real estate properties that were classified as held for sale. The amounts included in "Assets held for sale" in our balance sheets primarily represent the carrying value of real estate. The following is a summary of assets held for sale:

Assets	Segment	Location	Total Square Feet [1]	Assets Held for Sale
			(In thousands)	
December 31, 2020				
Pen Place [2]	Other	Arlington, Virginia	2,080	$ 73,876
December 31, 2019				
Pen Place [2]	Other	Arlington, Virginia	2,080	$ 73,895
Metropolitan Park [3]	Other	Arlington, Virginia	2,150	94,517
			4,230	$ 168,412

(1) Represents estimated or approved potential development density.

(2) In March 2019, we entered into an agreement for the sale of Pen Place for approximately $149.9 million, subject to customary closing conditions. We expect the sale of Pen Place to Amazon to close in 2021.

(3) As noted above, we sold Metropolitan Park to Amazon in January 2020.

5. Tenant and Other Receivables

The following is a summary of tenant and other receivables:

	December 31, 2020	December 31, 2019
	(In thousands)	
Tenants [1]	$ 39,077	$ 37,823
Third-party real estate services	15,658	14,541
Other	1,168	577
Total tenant and other receivables	$ 55,903	$ 52,941

(1) Includes $8.2 million associated with certain lease guarantees as of December 31, 2020.

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6. 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 Partners	Ownership Interest [1]	December 31, 2020	2019
		(In thousands)	
Prudential Global Investment Management ("PGIM")	50.0%	$ 216,939	$ 215,624
Landmark	1.8% - 49.0%	66,724	77,944
CBREI Venture	5.0% - 64.0%	65,190	68,405
Canadian Pension Plan Investment Board ("CPPIB")	55.0%	47,522	109,911
Berkshire Group	50.0%	50,649	46,391
Brandywine Realty Trust	30.0%	13,710	13,830
Pacific Life Insurance Company ("PacLife")	—	—	10,385
Other		635	536
Total investments in unconsolidated real estate ventures [2]		$ 461,369	$ 543,026

[1] Ownership interests as of December 31, 2020. We have multiple investments with certain venture partners with varying ownership interests.

[2] As of December 31, 2020 and 2019, the difference between the investments in unconsolidated real estate ventures and the net book value of the underlying assets was $18.9 million and $14.3 million, resulting principally from capitalized interest and our zero investment balance in the real estate venture with CPPIB that owns 1101 17th Street.

We provide leasing, property management and other real estate services to our unconsolidated real estate ventures. We recognized revenue, including expense reimbursements, of $25.5 million, $28.5 million and $26.1 million for each of the three years in the period ended December 31, 2020 for such services.

Reconsideration events could cause us to consolidate these unconsolidated real estate ventures in the future or deconsolidate a consolidated entity. We evaluate reconsideration events as we become aware of them. Reconsideration events include amendments to real estate venture agreements and changes in our partner's ability to make contributions to the venture. Under certain circumstances, we may purchase our partner's interest.

PGIM

In December 2019, we sold a 50.0% interest in a real estate venture that owns Central Place Tower, a 552,000 square foot office building located in Arlington, Virginia, to PGIM for $220.0 million. 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 a result, we deconsolidated our remaining 50.0% interest in the real estate venture and recorded a gain as our unconsolidated interest was increased to reflect its fair value. We recognized an aggregate $53.4 million gain, net of certain liabilities, which was included in "Gain on sale of real estate" in our statement of operations for the year ended December 31, 2019, on the partial sale and remeasurement of our remaining interest in the real estate venture subsequent to the transfer of control.

Landmark

In June 2020, our unconsolidated real estate venture with Landmark sold Woodglen, commercial and future development assets located in Rockville, Maryland, for $17.8 million. We recognized our proportionate share of the loss from the sale of $3.0 million, which was included in "Income (loss) from unconsolidated real estate ventures, net" in our statement of operations for the year ended December 31, 2020. Additionally, in connection with the sale, our unconsolidated real estate venture repaid the related mortgage payable of $12.2 million.

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CBREI Venture

In October 2020, our unconsolidated real estate venture with CBREI Venture sold Pickett Industrial Park, a commercial asset located in Alexandria, Virginia, for $46.3 million. We recognized our proportionate share of the gain from the sale of $800,000, which was included in "Income (loss) from unconsolidated real estate ventures, net" in our statement of operations for the year ended December 31, 2020. Additionally, in connection with the sale, our unconsolidated real estate venture repaid the related mortgage payable of $23.6 million.

CPPIB

As of December 31, 2020 and 2019, we had a zero investment balance in the real estate venture that owns 1101 17th Street and had suspended equity loss recognition for the venture since June 30, 2018. We will recognize as income any future distributions from the venture until our share of unrecorded earnings and contributions exceeds the cumulative excess distributions previously recognized in income. During the years ended December 31, 2019 and 2018, we recognized income of $6.4 million and $8.3 million related to distributions from this venture, which was included in "Income (loss) from unconsolidated real estate ventures, net" in our statement of operations. During the year ended December 31, 2018, we also recognized the $5.4 million negative investment balance as income within "Income (loss) from unconsolidated real estate ventures, net" in our statement of operations as a result of the venture refinancing a mortgage payable collateralized by the property and eliminating certain principal guaranty provisions that had been included in a prior loan.

In December 2018, our unconsolidated real estate venture with CPPIB sold The Warner, a 583,000 square foot office building located in Washington, D.C., for $376.5 million. The unconsolidated real estate venture recognized a gain on sale of $32.5 million, of which our proportionate share was $20.6 million, which was included in "Income (loss) from unconsolidated real estate ventures, net" in our statement of operations for the year ended December 31, 2018. Additionally, in connection with the sale, our unconsolidated real estate venture repaid the related mortgage payable of $270.5 million.

In February 2018, we entered into a real estate venture with CPPIB to develop and own 1900 N Street, an under- construction commercial asset in Washington, D.C. We contributed 1900 N Street, valued at $95.9 million, to the real estate venture, and CPPIB committed to contribute approximately $101.3 million to the venture for a 45.0% interest, which reduced our ownership interest from 100.0% at the real estate venture's formation to 55.0% as CPPIB's contributions were funded. In April 2020, our real estate venture with CPPIB entered into a mortgage loan with a maximum principal balance of $160.0 million collateralized by 1900 N Street. The venture initially received proceeds of $134.5 million from the mortgage loan. During the second quarter of 2020, we received a distribution of $70.8 million from the venture.

PacLife

In January 2018, we invested $10.1 million for a 16.67% interest in a real estate venture led by PacLife, which purchased the 1,152-key Marriott Wardman Park hotel, located adjacent to the Woodley Park Metro Station in northwest Washington, D.C. Prior to the acquisition by this venture, the JBG Legacy Funds owned a 47.64% interest in The Marriott Wardman Park hotel. The JBG Legacy Funds did not receive any proceeds from the sale, as the net proceeds were used to satisfy the prior mortgage debt. During the second quarter of 2020, we determined that our investment in the venture was impaired due to a decline in the fair value of the underlying asset and recorded an impairment loss of $6.5 million, which reduced the net book value of our investment to zero, and we suspended equity loss recognition for the venture after June 30, 2020. On October 1, 2020, we transferred our interest in this venture to PacLife.

JP Morgan

In August 2018, JP Morgan, our former partner in the real estate venture that owned the Investment Building, a 401,000 square foot office building located in Washington, D.C., acquired our 5.0% interest in the

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venture for $24.6 million, resulting in a gain of $15.5 million, which was included in "Income (loss) from unconsolidated real estate ventures, net" in our statement of operations for the year ended December 31, 2018.

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

	Weighted Average Effective Interest Rate [1]	December 31, 2020	December 31, 2019
		(In thousands)	
Variable rate [2]	2.52%	$ 863,617	$ 629,479
Fixed rate [3] [4]	4.01%	323,050	561,236
Mortgages payable		1,186,667	1,190,715
Unamortized deferred financing costs		(7,479)	(2,859)
Mortgages payable, net [4]		$1,179,188	$1,187,856

(1) Weighted average effective interest rate as of December 31, 2020.

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

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

(4) See Note 20 for additional information on guarantees of the debt of certain of our unconsolidated real estate ventures.

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

	December 31, 2020	December 31, 2019
	(In thousands)	
Combined balance sheet information:		
Real estate, net	$ 2,247,384	$ 2,493,961
Other assets, net	270,516	291,092
Total assets	$ 2,517,900	$ 2,785,053
Mortgages payable	$ 1,179,188	$ 1,187,856
Other liabilities, net	140,304	168,243
Total liabilities	1,319,492	1,356,099
Total equity	1,198,408	1,428,954
Total liabilities and equity	$ 2,517,900	$ 2,785,053

	Year Ended December 31, 2020	2019	2018
		(In thousands)	
Combined income statement information: [1]			
Total revenue	$ 203,456	$ 266,653	$ 300,032
Operating income (loss) [2] [3]	(21,639)	18,041	56,262
Net loss [2] [3]	(65,756)	(32,507)	(1,155)

(1) Excludes information related to the venture that owns The Marriott Wardman Park hotel for the second half of 2020 as we suspended equity loss recognition for the venture after June 30, 2020. On October 1, 2020, we transferred our interest in this venture to PacLife.

(2) Includes the loss from the sale of Woodglen of $16.4 million and the gain from the sale of Pickett Industrial Park of $8.0 million recognized by our unconsolidated real estate ventures during the year ended December 31, 2020.

(3) Includes gain on sale of The Warner of $32.5 million recognized by our unconsolidated real estate venture with CPPIB during the year ended December 31, 2018.

7. Variable Interest Entities

We hold various interests in entities deemed to be VIEs, which we evaluate at acquisition, formation, after a change in the ownership agreement, after a change in the real estate venture's economics or after any other reconsideration event to

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determine if the VIEs should be consolidated in our financial statements or should no longer be considered a VIE. Certain criteria we assess in determining whether we are the primary beneficiary of the VIE and, therefore, should consolidate the VIE include our control over significant business activities, our voting rights and the noncontrolling interest kick-out rights.

Unconsolidated VIEs

As of December 31, 2020 and 2019, we had interests in entities deemed to be VIEs that are in the development stage and do not hold sufficient equity at risk or conduct substantially all their operations on behalf of an investor with disproportionately few voting rights. Although we are engaged to act as the managing partner in charge of 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 performance. We account for our investment in these entities under the equity method. As of December 31, 2020 and 2019, the net carrying amounts of our investment in these entities were $116.2 million and $242.9 million, which were included in "Investments in unconsolidated real estate ventures" in our balance sheets. Our equity in the income of unconsolidated VIEs is included in "Income (loss) from unconsolidated real estate ventures, net" in our statements of operations. Our maximum loss exposure in these entities is limited to our investments, construction commitments and debt guarantees. See Note 20 for additional information.

Consolidated VIEs

We consolidate a VIE when we control the significant business activities of an entity. An entity is a VIE because it is in the development stage and/or does not hold sufficient equity at risk. We are the primary beneficiary of a VIE because the noncontrolling interest holder does not have substantive kick-out or participating rights, and we control the significant business activities.

JBG SMITH LP is our sole consolidated VIE. We hold 90.5% 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 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 and hold our assets and liabilities through JBG SMITH LP, its total assets and liabilities comprise substantially all of our consolidated assets and liabilities.

In conjunction with the acquisition of F1RST Residences in December 2019, we entered into a like-kind exchange agreement with a third-party intermediary. As of December 31, 2019, the third-party intermediary was the legal owner of the entity that owned this property. We determined we were the primary beneficiary of the VIE, and accordingly, we consolidated the property and its operations as of the acquisition date. Legal ownership of this entity was transferred to us by the third-party intermediary when the like-kind exchange agreement was completed with the sale of Metropolitan Park in January 2020.

During the second quarter of 2020, The Wren, an under-construction multifamily asset in Washington, D.C. that we own through a consolidated real estate venture, which we had deemed to be a VIE, began placing units into service and commenced operations. We no longer deemed the real estate venture to be a VIE because it was determined to have sufficient equity to finance its activities without additional support. See Note 12 for additional information.

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8. Other Assets, Net

The following is a summary of other assets, net:

	December 31, 2020	December 31, 2019
	(In thousands)	
Deferred leasing costs, net	$ 117,141	$ 126,016
Lease intangible assets, net	15,565	23,644
Other identified intangible assets, net	43,012	48,620
Operating lease right-of-use assets	3,542	19,865
Finance lease right-of-use assets [1]	41,996	—
Prepaid expenses	14,000	12,556
Deferred financing costs on credit facility, net	6,656	3,071
Deposits [2]	28,560	3,210
Other	16,103	16,705
Total other assets, net	$ 286,575	$ 253,687

(1) Related to an amendment of the ground lease for 1730 M Street executed during the year ended December 31, 2020. The amendment extended the expiration date of the lease from April 2061 to December 2118, and resulted in a change in its classification from an operating to a finance lease.

(2) Includes deposits totaling $25.3 million with the Federal Communications Commission in connection with the acquisition of wireless spectrum licenses.

The following is a summary of the composition of deferred leasing costs, lease intangible assets and other identified intangible assets:

	December 31, 2020			December 31, 2019		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
	(In thousands)					
Deferred leasing costs	$ 202,940	$ (85,799)	$ 117,141	$ 205,830	$ (79,814)	$ 126,016
Lease intangible assets:						
In-place leases	$ 27,363	$ (15,027)	$ 12,336	$ 33,812	$ (15,231)	$ 18,581
Above-market real estate leases	7,515	(4,286)	3,229	8,635	(3,572)	5,063
	$ 34,878	$ (19,313)	$ 15,565	$ 42,447	$ (18,803)	$ 23,644
Other identified intangible assets:						
Option to enter into ground lease	$ 17,090	$ —	$ 17,090	$ 17,090	$ —	$ 17,090
Management and leasing contracts	45,900	(20,388)	25,512	48,900	(17,385)	31,515
Other	410	—	410	166	(151)	15
	$ 63,400	$ (20,388)	$ 43,012	$ 66,156	$ (17,536)	$ 48,620

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

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
In-place lease amortization [1]	$ 5,695	$ 7,375	$ 11,807
Above-market real estate lease amortization [2]	1,582	1,730	2,390
Below-market ground lease amortization [3]	—	—	85
Management and leasing contract amortization [1]	6,002	7,088	7,088
Other amortization	16	(240)	191
Total lease and management and leasing contract amortization expense	$ 13,295	$ 15,953	$ 21,561

(1) Amounts are included in "Depreciation and amortization expense" in our statements of operations.
(2) Amounts are included in "Property rental revenue" in our statements of operations.
(3) Amounts are included in "Property operating expenses" in our 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, 2020:

Year ending December 31,	Amount
	(In thousands)
2021	$ 9,690
2022	8,662
2023	8,199
2024	7,841
2025	3,571
Thereafter	3,524
Total [1]	$ 41,487

(1) Estimated amortization related to the option to enter into ground lease is not included within the amortization table above as the ground lease does not have a definite start date.

9. Debt

Mortgages Payable

The following is a summary of mortgages payable:

	Weighted Average Effective Interest Rate [1]	December 31,	
		2020	2019
		(In thousands)	
Variable rate [2]	2.18%	$ 678,346	$ 2,200
Fixed rate [3]	4.32%	925,523	1,125,648
Mortgages payable		1,603,869	1,127,848
Unamortized deferred financing costs and premium/ discount, net		(10,131)	(2,071)
Mortgages payable, net		$1,593,738	$1,125,777

(1) Weighted average effective interest rate as of December 31, 2020.
(2) Includes variable rate mortgage payable with interest rate cap agreements as of December 31, 2020.
(3) Includes variable rate mortgages payable with interest rates fixed by interest rate swap agreements.

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As of December 31, 2020 and 2019, the net carrying value of real estate collateralizing our mortgages payable totaled $1.8 billion and $1.4 billion. Our mortgages payable 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 mortgages payable are recourse to us. See Note 20 for additional information. We were not in default under any mortgage loan as of December 31, 2020.

During the year ended December 31, 2020, we entered into four separate mortgage loans with an aggregate principal balance of $560.0 million, collateralized by 4747 Bethesda Avenue, The Bartlett, 1221 Van Street and 220 20th Street, and refinanced the mortgage payable collateralized by RTC-West, increasing the principal balance by $20.2 million. In December 2020, we repaid the mortgage payable collateralized by WestEnd25 with a principal balance of $94.7 million.

During the year ended December 31, 2019, aggregate borrowings under mortgages payable totaled $2.2 million related to construction draws. During the year ended December 31, 2019, we repaid mortgages payable with an aggregate principal balance of $709.1 million. The loss on the extinguishment of debt was $5.8 million for the year ended December 31, 2019, of which $2.9 million related to our repayment of various mortgages payable and $2.9 million related to the termination of various interest rate swaps in connection with the repayment of the loan encumbering Central Place Tower.

As of December 31, 2020 and 2019, we had various interest rate swap and cap agreements on certain of our mortgages payable with an aggregate notional value of $1.3 billion and $867.6 million. During the year ended December 31, 2020, we entered into various interest rate cap agreements on certain of our mortgages payable with an aggregate notional value of $560.0 million. During the year ended December 31, 2019, in connection with the repayment of the loan encumbering Central Place Tower, we terminated various interest rate swaps with an aggregate notional value of $220.0 million. See Note 18 for additional information.

Credit Facility

As of December 31, 2020, our $1.4 billion credit facility consisted of a $1.0 billion revolving credit facility maturing in January 2025, a $200.0 million unsecured term loan ("Tranche A-1 Term Loan") maturing in January 2023 and a $200.0 million unsecured term loan ("Tranche A-2 Term Loan") maturing in July 2024.

Based on the terms as of December 31, 2020, the interest rate for the credit facility varies based on a ratio of our total outstanding indebtedness to a valuation of certain real property and assets and ranges (i) in the case of the revolving credit facility, effective January 2020, from LIBOR plus 1.05% to LIBOR plus 1.50%, (ii) in the case of the Tranche A-1 Term Loan, from LIBOR plus 1.20% to LIBOR plus 1.70% and (iii) in the case of the Tranche A-2 Term Loan, from LIBOR plus 1.15% to LIBOR plus 1.70%. There are various LIBOR options in the credit facility, and we elected the one-month LIBOR option as of December 31, 2020. We were not in default under our credit facility as of December 31, 2020.

The following is a summary of amounts outstanding under the credit facility:

	Effective Interest Rate [1]	December 31,	
		2020	2019
		(In thousands)	
Revolving credit facility [2] [3] [4]	1.19%	$ —	$ 200,000
Tranche A-1 Term Loan [5]	2.59%	$ 200,000	$ 100,000
Tranche A-2 Term Loan [6]	2.49%	200,000	200,000
Unsecured term loans		400,000	300,000
Unamortized deferred financing costs, net		(2,021)	(2,705)
Unsecured term loans, net		$ 397,979	$ 297,295

(1) Effective interest rate as of December 31, 2020.

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(2) As of both December 31, 2020 and 2019, letters of credit with an aggregate face amount of $1.5 million were outstanding under our revolving credit facility.

(3) As of December 31, 2020 and 2019, net deferred financing costs related to our revolving credit facility totaling $6.7 million and $3.1 million were included in "Other assets, net."

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(4) The interest rate for the revolving credit facility excludes a 0.15% facility fee.

(5) As of December 31, 2020 and 2019, $200.0 million and $100.0 million of the outstanding balance was fixed by interest rate swap agreements. As of December 31, 2020, the interest rate swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.39%.

(6) As of December 31, 2020 and 2019, $200.0 million and $137.6 million of the outstanding balance was fixed by interest rate swap agreements. As of December 31, 2020, the interest rate swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.34%.

Principal Maturities

The following is a summary of principal maturities of debt outstanding, including mortgages payable, revolving credit facility and the term loans, as of December 31, 2020:

Year ending December 31,	Amount
	(In thousands)
2021	$ 5,611
2022	112,516
2023	373,344
2024	322,571
2025	558,890
Thereafter	630,937
Total	$ 2,003,869

10. Other Liabilities, Net

The following is a summary of other liabilities, net:

	December 31,	
	2020	2019
	(In thousands)	
Lease intangible liabilities	$ 33,256	$ 38,577
Accumulated amortization	(22,956)	(26,253)
Lease intangible liabilities, net	10,300	12,324
Lease assumption liabilities	10,126	17,589
Lease incentive liabilities	13,913	20,854
Liabilities related to operating lease right-of-use assets	10,752	28,476
Liabilities related to finance lease right-of-use assets [1]	40,221	—
Prepaid rent	19,809	23,612
Security deposits	13,654	16,348
Environmental liabilities	18,242	17,898
Net deferred tax liability	2,509	5,542
Dividends payable	34,075	34,012
Derivative agreements, at fair value	44,222	17,440
Deferred purchase price [2]	19,479	—
Other	10,472	11,947
Total other liabilities, net	$ 247,774	$ 206,042

(1) Related to an amendment of the ground lease for 1730 M Street executed during the year ended December 31, 2020. The amendment extended the expiration date of the lease from April 2061 to December 2118, and resulted in a change in its classification from an operating to a finance lease.

(2) Deferred purchase price associated with the acquisition of the Americana Hotel. See Note 4 for additional information.

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Amortization expense included in "Property rental revenue" in our statements of operations related to lease intangible liabilities for each of the three years in the period ended December 31, 2020 was $2.0 million, $2.5 million and $2.6 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, 2020:

Year ending December 31,	**Amount**
	(In thousands)
2021	$ 1,807
2022	1,788
2023	1,780
2024	1,762
2025	1,221
Thereafter	1,942
Total	$ 10,300

11. 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 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. As of December 31, 2020, our TRSs have an estimated federal and state NOL of approximately $11.0 million. The net basis of our assets and liabilities for tax reporting purposes is approximately $168.0 million higher than the amounts reported in our balance sheet as of December 31, 2020.

The following is a summary of our income tax benefit:

	Year Ended December 31,		
	2020	**2019**	**2018**
		(In thousands)	
Current tax benefit (expense)	$ 1,232	$ (34)	$ 20
Deferred tax benefit	3,033	1,336	718
Income tax benefit	$ 4,265	$ 1,302	$ 738

As of December 31, 2020 and 2019, we have a net deferred tax liability of $2.5 million and $5.5 million primarily related to the management and leasing contracts assumed in the Combination, partially offset by deferred tax assets associated

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with tax versus book differences, related general and administrative expenses and the NOL remaining from 2019, 2018 and 2017. We are subject to federal, state and local income tax examinations by taxing authorities for 2017 through 2020.

	December 31,	
	2020	2019
	(In thousands)	
Deferred tax assets:		
Accrued bonus	$ 1,921	$ 721
NOL	2,770	915
Deferred revenue	—	626
Capital loss	1,283	—
Charitable contributions	1,533	435
Other	265	217
Total deferred tax assets	7,772	2,914
Valuation allowance	(2,072)	(523)
Total deferred tax assets, net of valuation allowance	5,700	2,391
Deferred tax liabilities:		
Basis difference - intangible assets	(5,887)	(7,412)
Basis difference - real estate	(2,164)	—
Other	(158)	(521)
Total deferred tax liabilities	(8,209)	(7,933)
Net deferred tax liability	$ (2,509)	$ (5,542)

During the year ended December 31, 2020, our Board of Trustees declared cash dividends totaling $0.90 of which $0.405 was taxable as ordinary income for federal income tax purposes, $0.27 were capital gain distributions and the remaining $0.225 will be determined in 2021. During the year ended December 31, 2019, our Board of Trustees declared cash dividends totaling $0.90 of which $0.468 was taxable as ordinary income for federal income tax purposes and $0.432 were capital gain distributions. During the year ended December 31, 2018, our Board of Trustees declared cash dividends totaling $1.00 (regular dividends of $0.90 per common share and a special dividend of $0.10 per common share) of which $0.531 was taxable as ordinary income for federal income tax purposes and $0.469 were capital gain distributions.

12. 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. During the years ended December 31, 2020 and 2019, unitholders redeemed 1.3 million and 1.7 million OP Units, which we elected to redeem for an equivalent number of our common shares. As of December 31, 2020, outstanding OP Units totaled 13.8 million, representing a 9.5% ownership interest in JBG SMITH LP. On our balance sheets, our OP Units and certain vested LTIPs are presented at the higher of their redemption value or their carrying value, with such adjustments recognized in "Additional paid-in capital." Redemption value per OP Unit is equivalent to the market value of one of our common shares at the end of the period. In 2021, as of the date of this filing, unitholders redeemed 93,978 OP Units, which we elected to redeem for an equivalent number of our common shares.

Consolidated Real Estate Venture

We are a partner in a consolidated real estate venture that owns a multifamily asset located in Washington, D.C. Pursuant to the terms of the real estate venture agreement, we will fund all capital contributions until our ownership interest reaches a maximum of 97.0%. Our partner can redeem its interest for cash under certain conditions. As of December 31, 2020, we held a 96.0% ownership interest in the real estate venture.

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

	Year Ended December 31,					
	2020			2019		
	JBG SMITH LP	Consolidated Real Estate Venture	Total	JBG SMITH LP	Consolidated Real Estate Venture	Total
	(In thousands)					
Balance as of the beginning of the year	$ 606,699	$ 6,059	$612,758	$ 552,159	$ 5,981	$558,140
OP Unit redemptions	(47,517)	—	(47,517)	(57,318)	—	(57,318)
LTIP Units issued in lieu of cash bonuses [1]	4,066	—	4,066	3,954	—	3,954
Net income (loss) attributable to redeemable noncontrolling interests	(4,818)	(140)	(4,958)	8,566	7	8,573
Other comprehensive loss	(2,990)	—	(2,990)	(2,584)	—	(2,584)
Contributions (distributions)	(15,629)	—	(15,629)	(15,325)	71	(15,254)
Share-based compensation expense	64,611	—	64,611	63,264	—	63,264
Adjustment to redemption value	(81,540)	1,947	(79,593)	53,983	—	53,983
Balance as of the end of the year	$ 522,882	$ 7,866	$530,748	$ 606,699	$ 6,059	$612,758

(1) See Note 14 for additional information.

13. Property Rental Revenue

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

	Year Ended December 31,	
	2020	2019
	(In thousands)	
Fixed	$ 420,521	$ 458,329
Variable	38,437	34,944
Property rental revenue	$ 458,958	$ 493,273

As of December 31, 2020, the amounts that are contractually due, including amounts due from tenants that were placed on a cash basis, 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)
2021	$ 389,714
2022	318,306
2023	271,403
2024	237,333
2025	197,946
Thereafter	946,416

14. Share-Based Payments and Employee Benefits

OP UNITS

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The acquisition of JBG/Operating Partners, L.P. in the Combination resulted in the issuance of 3.3 million OP Units to the former owners with an estimated grant-date fair value of $110.6 million. The OP Units are subject to post-combination vesting over periods of either 12 or 60 months based on continued employment. Compensation expense for these OP Units is recognized over the graded vesting period.

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The following is a summary of the OP Units activity:

	Unvested Shares	Weighted Average Grant-Date Fair Value
Unvested as of December 31, 2019	2,872,252	$ 33.39
Vested	(1,351,682)	33.39
Unvested as of December 31, 2020	1,520,570	33.39

The total-grant date fair value of the OP Units that vested for each of the three years in the period ended December 31, 2020 was $45.1 million, $4.3 million and $3.2 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. As of December 31, 2020, there were 3.1 million common shares available for issuance under the Plan.

Formation Awards

Pursuant to the Plan, on July 18, 2017, we granted 2.7 million formation awards ("Formation Awards") based on an aggregate notional value of approximately $100 million divided by the volume-weighted average price on July 18, 2017 of $37.10 per common share. In 2018, we granted 93,784 Formation Awards based on the volume-weighted average price on the date of issuance of $34.40 per common share.

The Formation Awards are structured in the form of profits interests in JBG SMITH LP 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 volume-weighted average price of a common share at the time the formation unit was granted. The Formation Awards, subject to certain conditions, generally vest 25% on each of the third and fourth anniversaries and 50% on the fifth anniversary, of the date granted, subject to continued employment with JBG SMITH through each vesting date.

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 OP 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. Like options, 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 vesting and conversion to LTIP Units.

The aggregate grant-date fair value of the Formation Awards granted during the year ended December 31, 2018 was $725,000 estimated using Monte Carlo simulations. No Formation Awards were granted during the years ended December 31, 2020 and 2019. Compensation expense for these awards is being recognized over a five-year period. The following is a summary of the significant assumptions used to value the Formation Awards:

	Year Ended December 31, 2018
Expected volatility	27.0% to 29.0%
Dividend yield	2.5% to 2.7%
Risk-free interest rate	2.8% to 3.0%

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Expected life	7 years

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The following is a summary of the Formation Awards activity:

	Unvested Shares	Weighted Average Grant-Date Fair Value
Unvested as of December 31, 2019	2,484,946	$ 8.81
Vested	(782,338)	8.81
Forfeited	(5,053)	8.84
Unvested as of December 31, 2020	1,697,555	8.80

The total-grant date fair value of the Formation Awards that vested for each of the three years in the period ended December 31, 2020 was $6.9 million, $1.4 million and $333,000.

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

During each of the three years in the period ended December 31, 2020, as part of their annual compensation, we granted a total of 54,607, 50,159 and 25,770 fully vested LTIP Units to non-employee trustees with an aggregate grant-date fair value of $1.5 million, $1.8 million and $794,000. The LTIP Units may not be sold while such non-employee trustee is serving on the Board.

During each of the three years in the period ended December 31, 2020, we granted 381,504, 351,982 and 367,519 Time-Based LTIP Units to certain employees with a weighted average grant-date fair value of $38.52, $34.26 and $31.48 per unit that vest over four years, 25.0% per year, subject to continued employment. Compensation expense for these units is being recognized over a four-year period.

During the years ended December 31, 2020 and 2019, we granted 90,094 and 91,636 of fully vested LTIP Units, with a grant-date fair value of $40.13 and $34.21 per unit, to certain executives who elected to receive all or a portion of their cash bonus paid in the subsequent year related to past service in the form of fully vested LTIP Units.

Additionally, during the year ended December 31, 2018, related to our successful pursuit of Amazon's new headquarters in National Landing, we granted 356,591 Special Time-Based LTIP Units to certain employees with a weighted average grant-date fair value of $36.84 per unit. The Special Time-Based LTIP Units vest 50% on each of the fourth and fifth anniversaries of the grant date, subject to continued employment. Compensation expense for these units is being recognized over a five-year period.

The aggregate grant-date fair value of the LTIP, Time-Based LTIP and Special Time-Based LTIP Units granted (collectively "Granted LTIPs") for each of the three years in the period ended December 31, 2020 was $19.9 million, $17.0 million and $25.5 million, valued using Monte Carlo simulations. Holders of the Granted LTIPs have the right to convert all or a portion of vested units into OP Units, which are then subsequently exchangeable for our common shares. Granted LTIPs do not have redemption rights, but any OP Units into which units are converted are entitled to redemption rights. Granted LTIPs, 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. The following is a summary of the significant assumptions used to value the Granted LTIPs:

	Year Ended December 31,		
	2020	2019	2018
Expected volatility	18.0% to 29.0%	18.0% to 24.0%	20.0% to 22.0%
Risk-free interest rate	0.3% to 1.5%	2.3% to 2.6%	1.9% to 2.6%
Post-grant restriction periods	2 to 3 years	2 to 3 years	2 to 3 years

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The following is a summary of the Granted LTIP activity:

	Unvested Shares	Weighted Average Grant-Date Fair Value
Unvested as of December 31, 2019	1,095,343	$ 34.35
Granted	526,205	37.74
Vested	(445,859)	34.27
Forfeited	(4,138)	36.69
Unvested as of December 31, 2020	1,171,551	35.90

The total-grant date fair value of the Granted LTIPs that vested for each of the three years in the period ended December 31, 2020 was $15.3 million, $12.0 million and $3.6 million.

Performance-Based LTIP and Special Performance-Based LTIP Units

During each of the three years in the period ended December 31, 2020, we granted 593,100, 478,411 and 567,106 Performance-Based LTIP Units to certain employees. During the year ended December 31, 2018, related to our successful pursuit of Amazon's new headquarters at our properties in National Landing, we granted 511,555 Special Performance-Based LTIP Units to certain employees.

Performance-Based LTIP Units, including the Special 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 total shareholder return ("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 50% will be earned and vest if and when we achieve a positive absolute TSR during the succeeding seven years, measured at the end of each quarter. During the year ended December 31, 2020, the three-year performance period ended for the Performance-Based LTIP Units granted on August 1, 2017. Based on our relative and absolute TSR over the three-year performance period, 50% of the units granted were forfeited, and the remaining 50% of the units became earned and vested following achievement of positive absolute TSR on December 31, 2020. In January 2021, the three-year performance period ended for the Performance-Based LTIP Units granted on February 2, 2018. Based on our relative performance and absolute TSR over the three-year performance period, 100% of the units granted were earned.

The aggregate grant-date fair value of the Performance-Based LTIP and Special Performance-Based LTIP Units granted for each of the three years in the period ended December 31, 2020 was $11.1 million, $9.3 million and $21.1 million, valued using Monte Carlo simulations. Compensation expense for the Performance-Based LTIP Units is being recognized over a four-year period, while compensation expense for the Special Performance Based LTIP Units is being recognized over a five-year period. The following is a summary of the significant assumptions used to value both the Performance-Based LTIP and Special Performance-Based LTIP Units:

	Year Ended December 31,		
	2020	2019	2018
Expected volatility	15.0%	19.0% to 23.0%	19.9% to 26.0%
Dividend yield	2.3%	2.3% to 2.5%	2.5% to 2.7%
Risk-free interest rate	1.3%	2.3% to 2.6%	2.3% to 3.0%

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

	Unvested Shares	Weighted Average Grant-Date Fair Value
Unvested as of December 31, 2019	2,117,935	$ 18.55
Granted	593,100	18.67
Vested	(289,727)	15.95
Forfeited / cancelled	(294,711)	16.01
Unvested as of December 31, 2020	2,126,597	19.29

The total-grant date fair value of both the Performance-Based LTIP and Special Performance-Based LTIP Units that vested for the year ended December 31, 2020 was $4.6 million.

JBG SMITH 2017 ESPP

The JBG SMITH 2017 ESPP authorized the issuance of up to 2.1 million common shares. The ESPP provides eligible employees an option to purchase up to $25,000 in any calendar year, through payroll deductions, of our common shares at a discount of 15.0% of the closing price of a common share on relevant determination dates. The maximum aggregate number of common shares reserved for issuance under the ESPP will automatically increase on January 1 of each year, unless the Compensation Committee of the Board of Trustees determines to limit any such increase, by the lesser of: (i) 0.10% of the total number of outstanding common shares on December 31 of the preceding calendar year or (ii) 206,600 common shares.

Pursuant to the ESPP, employees purchased 68,047, 47,022 and 20,178 common shares for $1.7 million, $1.5 million and $597,000 during each of the three years in the period ended December 31, 2020. The following is a summary of the significant assumptions used to value the ESPP common shares using the Black-Scholes model:

	Year Ended December 31,		
	2020	2019	2018
Expected volatility	13.0% to 67.0%	18.0% to 28.0%	21.0%
Dividend yield	1.1% to 3.3%	2.6% to 3.5%	2.5%
Risk-free interest rate	0.1% to 1.7%	2.2% to 2.4%	2.0%
Expected life	6 months	6 months	6 months

As of December 31, 2020, there were 1.9 million common shares available for issuance under the ESPP.

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Share-Based Compensation Expense

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

	Year Ended December 31,		
	2020	2019	2018
		(In thousands)	
Time-Based LTIP Units	$ 14,018	$ 11,386	$ 10,095
Performance-Based LTIP Units	17,815	8,716	5,271
LTIP Units	1,100	1,000	794
Other equity awards [1]	6,024	4,535	3,826
Share-based compensation expense - other	38,957	25,637	19,986
Formation Awards	4,242	5,734	5,606
OP Units [2]	21,439	29,826	29,455
LTIP Units [2]	397	456	277
Special Performance-Based LTIP Units [3]	2,663	2,843	323
Special Time-Based LTIP Units [3]	2,937	3,303	369
Share-based compensation related to Formation Transaction and special equity awards [4]	31,678	42,162	36,030
Total share-based compensation expense	70,635	67,799	56,016
Less amount capitalized	(4,584)	(2,526)	(3,341)
Share-based compensation expense	$ 66,051	$ 65,273	$ 52,675

(1) Primarily comprising compensation expense for certain executives who have elected to receive all or a portion of any cash bonus that may be paid in the subsequent year related to past service in the form of fully vested LTIP Units and related to our ESPP.

(2) Represents share-based compensation expense for LTIP Units and OP Units issued in the Formation Transaction, which are subject to post-Combination employment obligations.

(3) Represents equity awards issued related to our successful pursuit of Amazon's new 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 statements of operations.

As of December 31, 2020, we had $46.5 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 1.8 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. Employees' contributions vest immediately and our matching contributions vest after one year. Our contributions for each of the three years in the period ended December 31, 2020 were $2.2 million, $2.0 million and $1.8 million.

2021 Grants

Beginning in 2021, certain employees were granted restricted share units ("RSUs") with time-based vesting requirements ("Time-Based RSUs") and RSUs with performance-based vesting requirements ("Performance-Based RSUs") as part of their annual compensation. Vesting requirements and compensation expense recognition for the Time-Based RSUs and the Performance-Based RSUs are identical to those of the Time-Based LTIP Units and Performance-Based Units. In January 2021, we granted 485,753 Time-Based LTIP Units, 627,874 Performance-Based LTIP Units, 18,343 Time-Based RSUs and 11,886 Performance-Based RSUs to certain employees with an estimated aggregate grant-date fair value of $24.4 million.

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In January 2021, we granted 163,065 fully vested LTIP Units, with a total grant-date fair value of $4.8 million, to certain employees who elected to receive all or a portion of their cash bonus earned during 2020 paid in the form of fully vested LTIP Units.

15. Transaction and Other Costs

The following is a summary of transaction and other costs:

	Year Ended December 31,		
	2020	2019	2018
		(In thousands)	
Relocation of corporate headquarters [1]	$ —	$ 10,900	$ —
Demolition costs [2]	682	5,432	—
Integration and severance costs [3]	3,694	5,252	15,907
Completed, potential and pursued transaction expenses	294	651	9,008
Other [4]	4,000	1,000	2,791
Transaction and other costs	$ 8,670	$ 23,235	$ 27,706

(1) In November 2019, we relocated our corporate headquarters. Upon the relocation of our corporate headquarters, we incurred an impairment loss on the right-of-use assets for leases related to our former corporate headquarters as well as other costs. See Note 18 for additional information.

(2) For the year ended December 31, 2020, related to 223 23rd Street and 2250 Crystal Drive (formerly 2300 Crystal Drive). For the year ended December 31, 2019, related to 1900 Crystal Drive.

(3) For the year ended December 31, 2018, included transition services provided by our former parent.

(4) For the years ended December 31, 2020 and 2019, related to charitable commitments to the Washington Housing Conservancy, a non-profit that acquires and owns affordable workforce housing in the Washington D.C. metropolitan region. For the year ended December 31, 2018, related costs associated with the successful pursuit of Amazon's new headquarters at our properties in National Landing for the year ended December 31, 2018.

16. Interest Expense

The following is a summary of interest expense:

	Year Ended December 31,		
	2020	2019	2018
		(In thousands)	
Interest expense before capitalized interest	$ 70,561	$ 78,313	$ 90,729
Amortization of deferred financing costs	3,315	3,217	4,661
Interest expense related to finance lease right-of-use assets	1,450	921	922
Net loss (gain) on derivative financial instruments not designated as cash flow hedges:			
Net unrealized	184	50	(926)
Net realized	—	—	(135)
Capitalized interest	(13,189)	(29,806)	(20,804)
Interest expense	$ 62,321	$ 52,695	$ 74,447

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

Common Shares Repurchased

In March 2020, our Board of Trustees authorized the repurchase of up to $500 million of our outstanding common shares. During the year ended December 31, 2020, we repurchased and retired 3.8 million common shares for $104.8 million, an average purchase price of $27.72 per share. In 2021, as of the date of this filing, we repurchased and retired 270,862 common shares for $8.1 million, an average purchase price of $29.93 per share, pursuant to a repurchase plan under Rule 10b5-1 of the Exchange Act.

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Shareholders' Equity

In April 2019, we closed an underwritten public offering of 11.5 million common shares (including 1.5 million common shares related to the exercise of the underwriters' option to cover overallotments) at $42.00 per share, which generated net proceeds, after deducting the underwriting discounts and commissions and other offering expenses, of $472.8 million.

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 the amounts of net income (loss) available to common shareholders used in calculating basic and diluted earnings per common share to net income (loss):

	Year Ended December 31,		
	2020	2019	2018
	(In thousands, except per share amounts)		
Net income (loss)	$ (67,261)	$ 74,144	$ 46,613
Net (income) loss attributable to redeemable noncontrolling interests	4,958	(8,573)	(6,710)
Net loss attributable to noncontrolling interests	—	—	21
Net income (loss) attributable to common shareholders	(62,303)	65,571	39,924
Distributions to participating securities	(3,100)	(2,489)	(2,599)
Net income (loss) available to common shareholders - basic and diluted	$ (65,403)	$ 63,082	$ 37,325
Weighted average number of common shares outstanding - basic and diluted	133,451	130,687	119,176
Earnings (loss) per common share - basic and diluted	$ (0.49)	$ 0.48	0.31

The effect of the redemption of OP Units and Time-Based LTIP Units that were outstanding as of December 31, 2020 and 2019 is excluded in the computation of diluted earnings 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 per share). Since OP Units and 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 OP Unit and Time-Based LTIP Unit 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 per common share. Performance-Based LTIP Units, Special Performance-Based LTIP Units and Formation Awards, which totaled 4.7 million, 4.7 million and 3.9 million for each of the three years in the period ended December 31, 2020, were excluded from the calculation of diluted earnings per common share as they were antidilutive, but potentially could be dilutive in the future.

18. 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. We do not enter into derivative financial instruments for speculative purposes.

As of December 31, 2020 and 2019, 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 loss on our derivative financial instruments designated as cash flow hedges was $43.9 million and $17.7 million as of December 31, 2020 and 2019 and was recorded in "Accumulated other comprehensive loss" in our balance sheets, of which a portion was reclassified to "Redeemable noncontrolling interests." Within the next 12 months, we expect to reclassify $17.5 million as an increase to interest expense.

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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, 2020				
Derivative financial instruments designated as cash flow hedges:				
Classified as liabilities in "Other liabilities, net"	$ 44,222	—	$ 44,222	—
Derivative financial instruments not designated as cash flow hedges:				
Classified as assets in "Other assets, net"	35	—	35	—
December 31, 2019				
Derivative financial instruments designated as cash flow hedges:				
Classified as liabilities in "Other liabilities, net"	$ 17,440	—	$ 17,440	—

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 under authoritative accounting guidance, 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, 2020 and 2019, 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 and losses included in "Other comprehensive income (loss)" in our statements of comprehensive income (loss) for each of the three years in the period ended December 31, 2020 were attributable to the net change in unrealized gains or losses related to the interest rate swaps that were outstanding during those periods, none of which were reported in our statements of operations as the interest rate swaps were documented and qualified as hedging instruments.

Fair Value Measurements on a Nonrecurring Basis

Assets measured at fair value on a nonrecurring basis on our balance sheet as of December 31, 2020 consisted of a commercial real estate asset, One Democracy Plaza located in Bethesda, Maryland, that was written down to its estimated fair value of $3.3 million, including the right-of-use asset associated with the property's ground lease, and was classified as Level 3 in the fair value hierarchy. 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. Our estimate of fair value was determined using a discounted cash flow model, which considers, among other things, the anticipated holding period, current market conditions and utilizes unobservable quantitative inputs, including appropriate capitalization and discount rates. In connection with the preparation and review of our 2020 annual financial statements, we recognized an impairment loss of $10.2 million, which is included in "Impairment loss" on our statement of operations. There were no other assets measured at fair value on a nonrecurring basis as of December 31, 2020.

Assets measured at fair value on a nonrecurring basis on our balance sheet as of December 31, 2019 consisted of the right-of-use asset related to our former corporate office lease, which we measured for impairment upon relocation to our new corporate headquarters in November 2019. Prior to the relocation, we leased office space in a building we owned through one of our unconsolidated real estate ventures. With the adoption of

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Topic 842 in January 2019, we recorded a right-of-use asset based on the expected future use of our former headquarters. Upon the relocation of our corporate headquarters, we impaired the right-of-use asset due to our change in use of the asset. The fair value of the right-of-use asset subsequent

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to the relocation was based on Level 3 inputs, including estimated sublease income and our incremental borrowing rate. During the year ended December 31, 2019, we recognized an impairment loss of $10.2 million and certain additional expenses related to the relocation of our corporate headquarters, which is included in "Transaction and other costs" on our statement of operations. There were no other assets measured at fair value on a nonrecurring basis as of December 31, 2019. See Note 15 for additional information.

Financial Assets and Liabilities Not Measured at Fair Value

As of December 31, 2020 and 2019, all financial instruments and liabilities were reflected in our balance sheets at amounts which, in our estimation, reasonably approximated their fair values, except for the following:

	December 31, 2020		December 31, 2019	
	Carrying Amount [1]	Fair Value	Carrying Amount [1]	Fair Value
	(In thousands)			
Financial liabilities:				
Mortgages payable	$ 1,603,869	$ 1,606,470	$ 1,127,848	$ 1,162,890
Revolving credit facility	—	—	200,000	200,177
Unsecured term loans	400,000	399,678	300,000	300,607

[1] The carrying amount consists of principal only.

The fair values of the mortgages payable, revolving credit facility and unsecured term loans were determined using Level 2 inputs of the fair value hierarchy.

19. 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 Chief Operating Decision Maker ("CODM"), makes key operating decisions, evaluates financial results, allocates resources and manages our business. Accordingly, we aggregate our operating segments into three reportable segments (commercial, multifamily, 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 other property revenue, and deducts property operating expenses and real estate taxes.

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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 statements of operations. The following represents the components of revenue from our third-party real estate services business:

	Year Ended December 31,		
	2020	2019	2018
		(In thousands)	
Property management fees	$ 20,178	$ 22,437	$ 24,831
Asset management fees	9,791	14,045	14,910
Development fees [1]	11,496	15,655	7,592
Leasing fees	5,594	7,377	6,658
Construction management fees	2,966	1,669	2,892
Other service revenue	7,255	4,269	2,801
Third-party real estate services revenue, excluding reimbursements	57,280	65,452	59,684
Reimbursement revenue [2]	56,659	55,434	39,015
Third-party real estate services revenue, including reimbursements	113,939	120,886	98,699
Third-party real estate services expenses	114,829	113,495	89,826
Third-party real estate services revenue less expenses	$ (890)	$ 7,391	$ 8,873

(1) Estimated development fee revenue totaling $69.8 million as of December 31, 2020 is expected to be recognized over the next seven years as unsatisfied performance obligations are completed.

(2) 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 $25.5 million and $31.5 million and are classified in "Other assets, net" in our balance sheets as of December 31, 2020 and 2019. 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,		
	2020	2019	2018
		(In thousands)	
Net income (loss) attributable to common shareholders	$ (62,303)	$ 65,571	$ 39,924
Add:			
Depreciation and amortization expense	221,756	191,580	211,436
General and administrative expense:			
Corporate and other	46,634	46,822	33,728
Third-party real estate services	114,829	113,495	89,826
Share-based compensation related to Formation Transaction and special equity awards	31,678	42,162	36,030
Transaction and other costs	8,670	23,235	27,706
Interest expense	62,321	52,695	74,447
Loss on extinguishment of debt	62	5,805	5,153
Impairment loss	10,232	—	—
Reduction of gain on bargain purchase	—	—	7,606
Income tax benefit	(4,265)	(1,302)	(738)
Net income (loss) attributable to redeemable noncontrolling interests	(4,958)	8,573	6,710
Less:			
Third-party real estate services, including reimbursements revenue	113,939	120,886	98,699
Other revenue	15,372	7,638	6,358
Income (loss) from unconsolidated real estate ventures, net	(20,336)	(1,395)	39,409
Interest and other income (loss), net	(625)	5,385	15,168
Gain on sale of real estate	59,477	104,991	52,183
Net loss attributable to noncontrolling interests	—	—	21
Consolidated NOI	$ 256,829	$ 311,131	$ 319,990

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The following is a summary of NOI by segment. Items classified in the Other column include future development pipeline assets, corporate entities and the elimination of intersegment activity.

	Year Ended December 31, 2020			
	Commercial	Multifamily	Other	Total
	(In thousands)			
Property rental revenue	$ 345,403	$ 121,559	$ (8,004)	$ 458,958
Other property revenue	13,888	327	239	14,454
Total property revenue	359,291	121,886	(7,765)	473,412
Property expense:				
Property operating	105,489	47,508	(7,372)	145,625
Real estate taxes	47,607	19,233	4,118	70,958
Total property expense	153,096	66,741	(3,254)	216,583
Consolidated NOI	$ 206,195	$ 55,145	$ (4,511)	$ 256,829

	Year Ended December 31, 2019			
	Commercial	Multifamily	Other	Total
	(In thousands)			
Property rental revenue	$ 383,311	$ 116,330	$ (6,368)	$ 493,273
Other property revenue	25,593	380	—	25,973
Total property revenue	408,904	116,710	(6,368)	519,246
Property expense:				
Property operating	113,177	35,236	(10,791)	137,622
Real estate taxes	50,115	15,021	5,357	70,493
Total property expense	163,292	50,257	(5,434)	208,115
Consolidated NOI	$ 245,612	$ 66,453	$ (934)	$ 311,131

	Year Ended December 31, 2018			
	Commercial	Multifamily	Other	Total
	(In thousands)			
Property rental revenue	$ 404,826	$ 108,989	$ (368)	$ 513,447
Other property revenue	25,216	368	94	25,678
Total property revenue	430,042	109,357	(274)	539,125
Property expense:				
Property operating	118,288	31,502	(1,709)	148,081
Real estate taxes	53,324	14,280	3,450	71,054
Total property expense	171,612	45,782	1,741	219,135
Consolidated NOI	$ 258,430	$ 63,575	$ (2,015)	$ 319,990

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The following is a summary of certain balance sheet data by segment:

	Commercial	Multifamily	Other	Total
	(In thousands)			
December 31, 2020				
Real estate, at cost	$ 3,459,171	$ 2,036,131	$ 505,329	$6,000,631
Investments in unconsolidated real estate ventures	327,798	108,593	24,978	461,369
Total assets [1]	3,430,509	1,787,718	861,320	6,079,547
December 31, 2019				
Real estate, at cost	$ 3,415,294	$ 1,998,297	$ 361,928	$5,775,519
Investments in unconsolidated real estate ventures	396,199	107,882	38,945	543,026
Total assets [1]	3,361,122	1,682,872	942,257	5,986,251

(1) Includes assets held for sale. See Note 4 for additional information.

20. 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 $1.5 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 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 mortgages payable secured by our properties, a revolving credit facility and unsecured 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 reasonable costs in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect the ability to finance or refinance our properties.

Construction Commitments

As of December 31, 2020, we had construction in progress that will require an additional $18.9 million to complete ($9.6 million related to our consolidated entities and $9.3 million related to our unconsolidated real estate ventures at our share), based on our current plans and estimates, which we anticipate will be primarily expended over the next one to 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, issuance and sale of equity securities, 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 did not reveal 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.

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Environmental liabilities total $18.2 million and $17.9 million as of December 31, 2020 and 2019, and are included in "Other liabilities, net" in our balance sheets.

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Operating and Finance Leases

As of December 31, 2020, the weighted average discount rate used in calculating lease liabilities for our active operating and finance leases was 5.4% and 4.2%, which had weighted average remaining lease terms of 10.9 years and 98.0 years.

As of December 31, 2020, future minimum lease payments under our non-cancellable operating and finance leases are as follows:

Year ending December 31,	Operating	Finance
	(In thousands)	
2021	$ 2,550	$ 1,020
2022	2,266	1,040
2023	1,202	1,061
2024	1,263	1,082
2025	1,327	1,104
Thereafter	6,259	298,822
Total future minimum lease payments	14,867	304,129
Imputed interest	(4,115)	(263,908)
Total [1]	$ 10,752	$ 40,221

[1] The total for operating leases of $10.8 million corresponds to liabilities related to operating lease right-of-use assets and the total for finance leases of $40.2 million corresponds to liabilities related to finance lease right-of-use assets, both of which are included in "Other liabilities, net" as of December 31, 2020. See Note 10 for additional information.

During the years ended December 31, 2020 and 2019, we incurred $2.9 million and $2.3 million of fixed operating and finance lease costs, and $1.6 million and $1.3 million of variable operating lease costs.

Other

As of December 31, 2020, we had committed tenant-related obligations totaling $56.1 million ($52.3 million related to our consolidated entities and $3.8 million 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.

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.

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As of December 31, 2020, we had additional capital commitments and certain recorded guarantees to our unconsolidated real estate ventures totaling $56.1 million. As of December 31, 2020, we had no principal payment guarantees related to our unconsolidated real estate ventures.

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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, 2020, 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.

21. Transactions with Related Parties

Our third-party asset management and real estate services business provides fee-based real estate services to the WHI, Amazon, the JBG Legacy Funds and other third parties. We provide services for the benefit of the JBG Legacy Funds that own interests in the assets retained by the JBG Legacy Funds. In connection with the contribution to us of the 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 and Board of 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 cash payments if the fund or real estate venture achieves certain return thresholds.

The WHI was launched by us and 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. We are the manager for the WHI Impact Pool, which is the social impact debt financing vehicle of the WHI. As of December 31, 2020, the WHI Impact Pool had completed closings of capital commitments totaling $114.4 million, which included a commitment from us of $11.2 million.

The third-party real estate services revenue, including expense reimbursements, from the JBG Legacy Funds and the WHI Impact Pool was $22.4 million, $36.5 million and $33.8 million for each of the three years in the period ended December 31, 2020. As of December 31, 2020 and 2019, we had receivables from the JBG Legacy Funds and the WHI Impact Pool totaling $7.5 million and $6.2 million for such services.

We rented our former corporate offices from an unconsolidated real estate venture and made payments totaling $4.6 million, $5.0 million and $4.9 million for each of the three years in the period ended December 31, 2020. In November 2019, we relocated our corporate headquarters. Upon the relocation of our corporate headquarters, we impaired the right-of-use asset due to our change in the use of the asset. See Note 18 for additional information.

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 $16.9 million, $21.8 million and $20.9 million for each of the three years in the period ended December 31, 2020 which is included in "Property operating expenses" in our statements of operations.

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22. Quarterly Financial Data (unaudited)

2020	First Quarter [1]	Second Quarter [2] [3]	Third Quarter [2]	Fourth Quarter [2] [4]
	(In thousands, except per share data)			
Total revenue	$ 158,107	$ 144,952	$ 151,035	$ 148,629
Net income (loss)	48,175	(40,263)	(25,005)	(50,168)
Net income (loss) attributable to common shareholders	42,925	(36,780)	(22,793)	(45,655)
Earnings (loss) per share - basic and diluted	0.32	(0.28)	(0.18)	(0.36)

(1) During the first quarter of 2020, we recognized a gain on the sale of real estate of $59.5 million from the sale of Metropolitan Park.

(2) Beginning in the second quarter of 2020, as a result of COVID-19, we have experienced significantly decreased retail revenue, which has resulted in increased credit losses and write-offs against rent receivables, decreased multifamily revenue due to lower occupancy and higher concession, a decline in parking revenue, depressed near-term leasing activity in our commercial and multifamily portfolios and increased interest expense from borrowings.

(3) During the second quarter of 2020, we recorded a $6.5 million impairment loss related to our investment in our former unconsolidated real estate venture that owns The Marriott Wardman Park.

(4) During the fourth quarter of 2020, in connection with the preparation and review of our 2020 annual financial statements, we recorded a $10.2 million impairment loss due to the write-down of One Democracy Plaza, a commercial real estate asset located in Bethesda, Maryland, to its estimated fair value. Additionally, during the fourth quarter of 2020, we recorded $15.0 million against deferred (straight-line) rent receivables and $8.2 million of income associated with certain lease guarantees.

2019	First Quarter [1]	Second Quarter	Third Quarter [2]	Fourth Quarter [3]
	(In thousands, except per share data)			
Total revenue	$ 155,199	$ 160,617	$ 167,077	$ 164,877
Net income (loss)	28,248	(3,328)	10,532	38,692
Net income (loss) attributable to common shareholders	24,861	(3,040)	9,360	34,390
Earnings (loss) per share - basic and diluted	0.20	(0.03)	0.06	0.25

(1) During the first quarter of 2019, we recognized a gain on the sale of real estate of $39.0 million from the sale of Commerce Executive/Commerce Metro Land.

(2) During the third quarter of 2019, we recognized a gain on the sale of real estate of $8.1 million from the sale of 1600 K Street.

(3) During the fourth quarter of 2019, we recognized an aggregate gain on the sale of real estate of $57.9 million, from the sale of Vienna Retail, and the partial sale and remeasurement of our remaining interest subsequent to the transfer of control in the real estate venture that owns Central Place Tower. Additionally, during the fourth quarter of 2019, we incurred an impairment loss of $10.2 million and certain additional expenses related to the relocation of our corporate headquarters.

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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 Securities Exchange Act of 1934, as amended, 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, 2020, 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 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 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 financial statements.

As of December 31, 2020, 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, 2020.

Deloitte & Touche LLP, an independent registered public accounting firm, has audited our 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, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting including any material impact from many of our employees working remotely due to COVID-19.

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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 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, 2020, 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, 2020, 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, 2020, of the Company and our report dated February 23, 2021, expressed an unqualified opinion on those 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

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McLean, Virginia
February 23, 2021

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ITEM 9B. OTHER INFORMATION

AMENDED & RESTATED EMPLOYMENT AGREEMENTS

On February 18, 2021, the Company entered into amended and restated employment agreements with W. Matthew Kelly, our Chief Executive Officer, David P. Paul, our Chief Operating Officer, Stephen W. Theriot, our Senior Advisor and former Chief Financial Officer, Kevin "Kai" Reynolds, our Chief Development Officer, and M. Moina Banerjee, our Chief Financial Officer (collectively, the "Executives"), to clarify that the equity vesting component of the severance benefits set forth in the agreements shall not operate to result in less favorable treatment of the Executive's equity awards than would be provided under an applicable award agreement. In addition, the amended and restated employment agreements remove provisions in the prior agreements providing that on either a covered termination or a change in control termination, vested stock options held by the terminated Executive and any vested and unconverted portion of the Executive's profits interests would remain exercisable or convertible for 60 days following termination (or, if earlier, for the remainder of the term of the option or the profits interest award). The amended and restated agreements with Ms. Banerjee and Mr. Theriot also reflect their new titles effective January 1, 2021 as Chief Financial Officer and Senior Advisor, respectively. All other material terms of the amended and restated employment agreements remain the same as the prior employment agreements described under "Compensation Discussion and Analysis – Employment Agreements" in our Definitive Proxy Statement filed with the Securities and Exchange Commission on March 13, 2020, which description is incorporated herein by reference.

The foregoing descriptions of the Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and W. Matthew Kelly; Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and David P. Paul; Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Kevin P. Reynolds; Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Madhumita Moina Banerjee; and Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Stephen W. Theriot are not complete and are subject to and qualified in their entirety by the terms of such agreements, copies of which are filed as Exhibits 10.41; 10.42; 10.43; 10.44 and 10.45 hereto.

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;

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- 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;

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- 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 approximately 90.5% 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

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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.

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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 be 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 after December 31, 2017 and 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 real estate investment trust 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

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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.

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- Fifth, if we should fail to distribute during each calendar year at least the sum of (1) 85% of our real estate investment trust ordinary income for that year, (2) 95% of our real estate investment trust 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 "taxable REIT subsidiary" (as defined under "-Requirements for Qualification-Asset Tests"), or as a result of services provided by a taxable REIT subsidiary 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 taxable REIT subsidiaries, 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

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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

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- 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 taxable REIT subsidiaries). 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 "qualified REIT subsidiary," or 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

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than a taxable REIT subsidiary 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."

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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 taxable REIT subsidiary, 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 taxable REIT subsidiaries. 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 taxable REIT subsidiary 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 taxable REIT subsidiaries. A taxable REIT subsidiary 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 taxable REIT subsidiary. The election can be revoked at any time as long as the REIT and the taxable REIT subsidiary revoke such election jointly. In addition, if a taxable REIT subsidiary 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 taxable REIT subsidiary. A corporation can be a taxable REIT subsidiary with respect to more than one REIT.

A taxable REIT subsidiary 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 taxable REIT subsidiaries 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 taxable REIT subsidiary are paid to our shareholders. We may hold more than 10% of the stock of a taxable REIT subsidiary 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 taxable REIT subsidiaries 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 taxable REIT subsidiary 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,

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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.

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- 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 taxable REIT subsidiary 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 taxable REIT subsidiary. 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 provide directly 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

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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

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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 Securities Exchange Act of 1934.

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

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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 qualified REIT subsidiaries, 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

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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 taxable REIT subsidiaries 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 taxable REIT subsidiary, 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, qualified REIT subsidiaries or taxable REIT subsidiaries, 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 "real estate investment trust taxable income," computed without regard to the dividends paid deduction and our net

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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.

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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 real estate investment trust 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, with respect to distributions made in tax years beginning after 2014, 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 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

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subsequent year, again subject to the 30% limitation. Adjusted taxable income is determined without regard to certain deductions, including those for net interest expense, net operating loss carryforwards and, for taxable years beginning before January 1, 2022, depreciation, amortization and depletion. Provided the taxpayer makes a timely election (which is irrevocable), the 30% limitation will not apply to interest paid or accrued in a trade or business involving real property development, redevelopment, construction, reconstruction, rental, operation, acquisition, conversion, disposition, management, leasing or brokerage, within the meaning of

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Section 469(c)(7)(C) of the Code. If this election is made, 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 we do not make the election or if the election is determined not to be 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. 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 after December 31, 2017 and 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 ending 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

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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.

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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 real estate investment trust 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 beginning after December 31, 2017 and 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.

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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,

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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.

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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.

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With respect to a redemption of our preferred shares that is treated as a distribution with respect to our shares, which is not otherwise taxable as a dividend, the IRS has proposed Treasury regulations that would require any basis reduction associated with such a redemption to be applied on a share-by-share basis which could result in taxable gain with respect

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to some shares, even though the holder's aggregate basis for the shares would be sufficient to absorb the entire amount of the redemption distribution (in excess of any amount of such distribution treated as a dividend). Additionally, these proposed Treasury regulations would not permit the transfer of basis in the redeemed shares of the preferred shares to the remaining shares held (directly or indirectly) by the redeemed holder. Instead, the unrecovered basis in our preferred shares would be treated as a deferred loss to be recognized when certain conditions are satisfied. These proposed Treasury regulations would be effective for transactions that occur after the date the regulations are published as final Treasury regulations. There can, however, be no assurance as to whether, when, and in what particular form such proposed Treasury regulations will ultimately be finalized.

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-

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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.

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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

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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

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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

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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

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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

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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.

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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.

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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

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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.

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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.

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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 predict the effect of any future law changes on REITs or their shareholders. Changes to the U.S. federal tax laws and interpretations thereof 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

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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

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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 JBGS 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.

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PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information regarding trustees is incorporated herein by reference from the section entitled "Proposal One: Election of Trustees—Nominees for Election as Trustees" in our definitive Proxy Statement (the "2021 Proxy Statement") to be filed pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended, for our 2021 Annual Meeting of Shareholders to be held on April 29, 2021. The 2021 Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2020.

ITEM 11. EXECUTIVE COMPENSATION

The information included under the following captions in our 2021 Proxy Statement to be filed pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended, for our 2021 Annual Meeting of Shareholders to be held on April 29, 2021 is incorporated herein by reference: "Proposal One: Election of Trustees —Nominees for Election as Trustees," "Executive Officers," "Corporate Governance and Board Matters—Code of Business Conduct and Ethics" and "Corporate Governance and Board Matters—Committees of the Board—Audit Committee." The 2021 Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2020.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information regarding security ownership of certain beneficial owners and management is incorporated herein by reference from the section entitled "Security Ownership of Certain Beneficial Owners and Management" and "Compensation of Executive Officers—Equity Compensation Plan Information" in our 2021 Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information regarding transactions with related persons and trustee independence is incorporated herein by reference from the sections entitled "Certain Relationships and Related Party Transactions" and "Corporate Governance and Board Matters—Corporate Governance Profile" in our 2021 Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information regarding principal auditor fees and services and the audit committee's pre-approval policies are incorporated herein by reference from the sections entitled "Proposal Three: Ratification of the Appointment of Independent Registered Public Accounting Firm—Principal Accountant Fees and Services" and "Proposal Three: Ratification of the Appointment of Independent Registered Public Accounting Firm—Pre-Approval Policies and Procedures" in our 2021 Proxy Statement.

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PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following consolidated information is included in this Form 10-K:

(1) Financial Statements

Report of Independent Registered Public Accounting Firm
Consolidated Balance Sheets as of December 31, 2020 and 2019
Consolidated Statements of Operations for the years ended December 31, 2020, 2019 and 2018
Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2020, 2019 and 2018
Consolidated Statements of Equity for the years ended December 31, 2020, 2019 and 2018
Consolidated Statements of Cash Flows for the years ended December 31, 2020, 2019 and 2018
Notes to Consolidated Financial Statements

These financial statements are set forth in Item 8 of this report and are hereby incorporated by reference.

(2) Financial Statement Schedules

	Page
Schedule II - Valuation and Qualifying Accounts	143
Schedule III - Real Estate Investments and Accumulated Depreciation	144

Schedules other than those listed above are omitted because they are not applicable or the information required is included in the financial statements or the notes thereto.

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SCHEDULE II
JBG SMITH PROPERTIES
VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

	Balance at Beginning of Year	Additions Charged Against Operations	Adjustments to Valuation Accounts	Uncollectible Accounts Written-off	Balance at End of Year
Allowance for doubtful accounts [1] for year ended December 31:					
2020 [2]	$ —	$ —	$ —	$ —	$ —
2019 [2]	$ —	$ —	$ —	$ —	$ —
2018	$ 6,285	$ 3,298	$ —	$ (1,989)	$ 7,594

(1) Includes allowance for doubtful accounts related to tenant and other receivables and deferred rent receivable.

(2) Due to the adoption of Topic 842 as of January 1, 2019, we recognize changes in the assessment of collectability of tenant receivables as adjustments to the specific tenant's receivable in our balance sheet and to "Property rental revenue" in our statement of operations. Prior to the adoption of Topic 842, we recorded estimated losses on tenant receivables as an allowance for doubtful accounts in our balance sheets and to "Property operating expenses" in our statements of operations.

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SCHEDULE III
JBG SMITH PROPERTIES
REAL ESTATE AND ACCUMULATED DEPRECIATION
December 31, 2020
(Dollars in thousands)

		Initial Cost to Company		Costs Capitalized Subsequent	Gross Amounts at Which Carried at Close of Period			Accumulated Depreciation		
Description	Encumbrances[1]	Land and Improvements	Buildings and Improvements	to Acquisition[2]	Land and Improvements	Buildings and Improvements	Total	and Amortization	Date of Construction[3]	Date Acquired
Commercial Operating Assets										
Universal Buildings	$ —	$ 69,393	$ 143,320	$ 23,146	$ 68,612	$ 167,247	$235,859	$ 60,878	1956	2007
2101 L Street	131,000	32,815	51,642	94,947	39,769	139,635	179,404	48,761	1975	2003
1730 M Street	47,500	10,095	17,541	19,631	10,687	36,580	47,267	15,658	1964	2002
1700 M Street	—	34,178	46,938	(26,135)	54,981	—	54,981	—		2002, 2006
Courthouse Plaza 1 and 2	1,100	—	105,475	58,381	—	163,856	163,856	72,455	1989	2002
2121 Crystal Drive	131,535	21,503	87,329	31,082	22,724	117,190	139,914	53,798	1985	2002
2345 Crystal Drive	—	23,126	93,918	57,702	24,078	150,668	174,746	61,360	1988	2002
2231 Crystal Drive	—	20,611	83,705	23,774	21,658	106,432	128,090	50,663	1987	2002
1550 Crystal Drive	—	22,182	70,525	119,676	22,683	189,700	212,383	46,211	1980, 2020	2002
RTC - West	117,300	33,220	134,108	21,881	33,390	155,819	189,209	22,995	1988, 2017	2017
2011 Crystal Drive	—	18,940	76,921	45,933	19,595	122,199	141,794	56,536	1984	2002
2451 Crystal Drive	—	11,669	68,047	42,182	12,427	109,471	121,898	46,209	1990	2002
1235 S. Clark Street	78,000	15,826	56,090	32,773	16,593	88,096	104,689	40,881	1981	2002
241 18th Street S.	—	13,867	54,169	44,708	17,162	95,582	112,744	41,724	1977	2002
251 18th Street S.	34,152	12,305	49,360	59,837	15,990	105,512	121,502	50,350	1975	2002
1215 S. Clark Street	—	13,636	48,380	55,332	14,279	103,069	117,348	41,309	1983	2002
201 12th Street S.	32,728	8,432	52,750	25,853	9,052	77,983	87,035	37,083	1987	2002
800 North Glebe Road	107,500	28,168	140,983	2,313	28,169	143,295	171,464	20,836	2012	2017
2200 Crystal Drive	—	10,136	30,050	36,316	10,707	65,795	76,502	23,826	1968	2002
1225 S. Clark Street	—	11,176	43,495	35,288	11,710	78,249	89,959	30,304	1982	2002
1901 South Bell Street	—	11,669	36,918	20,607	12,225	56,969	69,194	28,182	1968	2002
Crystal City Marriott	—	8,000	47,191	23,103	8,050	70,244	78,294	27,660	1968	2004
2100 Crystal Drive [4]	—	7,957	23,590	7,660	8,453	30,754	39,207	399	1968	2002
1800 South Bell Street	—	9,072	28,702	9,834	9,285	38,323	47,608	10,670	1969	2002
200 12th Street S.	16,439	8,016	30,552	20,714	8,399	50,883	59,282	25,446	1985	2002
Crystal City Shops at 2100	—	4,059	9,309	3,573	4,049	12,892	16,941	5,999	1968	2002
Crystal Drive Retail	—	5,241	20,465	3,205	5,363	23,548	28,911	11,921	2003	2004
7200 Wisconsin Avenue	—	34,683	92,059	14,819	34,911	106,650	141,561	12,715	1986	2017
One Democracy Plaza	—	—	33,628	(27,374)	—	6,254	6,254	—	1987	2002

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4747 Bethesda Avenue	175,000	31,510	21,870	130,534	32,513	151,401	183,914	7,265	2016, 2019	2017
Commercial Construction Assets										
1770 Crystal Drive	—	10,771	44,276	70,807	11,387	114,467	125,854	490	1980, 2020	2002
Multifamily Operating Assets										
Fort Totten Square	—	24,390	90,404	1,078	24,395	91,477	115,872	13,060	2015	2017
WestEnd25	—	67,049	5,039	112,082	68,282	115,888	184,170	33,772	2009	2007
F1RST Residences	—	31,064	133,256	209	31,064	133,465	164,529	5,481	2017	2019
1221 Van Street	87,253	27,386	63,775	27,193	28,208	90,146	118,354	12,300	2018	2017
North End Retail	—	5,847	9,333	(314)	5,871	8,995	14,866	1,036	2015	2017
RiverHouse Apartments	307,710	118,421	125,078	93,451	138,972	197,978	336,950	77,914	1960	2007
The Bartlett	217,453	41,687	—	225,964	41,883	225,768	267,651	27,452	2016	2007
220 20th Street	80,240	8,434	19,340	102,263	8,870	121,167	130,037	38,317	2009	2017
2221 S. Clark Street	—	6,185	16,981	41,737	6,496	58,407	64,903	11,332	1964	2002
Falkland Chase - South & West	38,959	18,530	44,232	1,362	18,656	45,468	64,124	7,143	1938	2017
Falkland Chase - North	—	9,810	22,706	(1,706)	8,998	21,812	30,810	3,435	1938	2017
West Half	—	45,668	17,902	161,342	48,507	176,405	224,912	11,535	2019	2017

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Description	Encumbrances[1]	Initial Cost to Company: Land and Improvements	Initial Cost to Company: Buildings and Improvements	Costs Capitalized Subsequent to Acquisition[2]	Gross Amounts at Which Carried at Close of Period: Land and Improvements	Gross Amounts at Which Carried at Close of Period: Buildings and Improvements	Gross Amounts at Which Carried at Close of Period: Total	Accumulated Depreciation and Amortization	Date of Construction[3]	Date Acquired
The Wren	$ —	$ 14,306	$ —	$ 140,119	$ 17,737	$ 136,688	$ 154,425	$ 3,631	2020	2017
900 W Street	—	21,685	5,162	33,182	22,121	37,908	60,029	760	2020	2017
901 W Street	—	25,992	8,790	69,668	26,879	77,571	104,450	2,371	2020	2017
Near-Term Development Pipeline										
1900 Crystal Drive	—	16,811	53,187	2,810	—	72,808	72,808	—		2002
5 M Street Southwest	—	15,550	6,451	520	12,672	9,849	22,521	547		2005
2000 South Bell Street	—	3,882	—	4,950	3,955	4,877	8,832	—		2002
2001 South Bell Street		3,418	16,746	13,417	3,482	30,099	33,581	26,249	1967	2002
223 23rd Street	—	3,910	6,546	2,700	3,910	9,246	13,156	—	1969	2002
2250 Crystal Drive		3,974	8,644	4,157	3,974	12,801	16,775	—	1969	2002
Gallaudet Parcel 1-3	—	—	—	3,824	—	3,824	3,824	—		2017
2525 Crystal Drive	—	5,086	—	4,900	5,085	4,901	9,986	—		2002
RTC - West Trophy Office	—	8,687	—	2,494	8,687	2,494	11,181	—		2017
101 12th Street	—	6,335	—	3,662	6,335	3,662	9,997	—		2002
Future Development Pipeline	—	232,761	1,524	50,917	257,532	27,670	285,202	111		
Corporate										
Corporate	400,000	—	—	9,022	—	9,022	9,022	3,660		2017
	2,003,869	1,309,124	2,498,402	2,193,105	1,391,472	4,609,159	6,000,631	1,232,690		
Held for sale										
Pen Place	—	104,473	55	(30,643)	61,970	11,915	73,885	9		2007
	$ 2,003,869	$ 1,413,597	$ 2,498,457	$ 2,162,462	$ 1,453,442	$ 4,621,074	$6,074,516	$ 1,232,699		

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 $168.0 million higher than the amounts reported in our balance sheet as of December 31, 2020.

(1) Represents the contractual debt obligations.

(2) Includes asset impairments recognized, amounts written off in connection with redevelopment activities, partial sale of assets and the reclassification of the net book value of assets to construction in progress.

(3) Date of original construction, many assets have had substantial renovation or additional construction. See "Costs Capitalized Subsequent to Acquisition" column.

(4) As of December 31, 2020, the asset is out of service.

The following is a reconciliation of real estate and accumulated depreciation:

	Year Ended December 31, 2020	2019	2018
Real Estate:			
Balance at beginning of the year	$ 5,943,970	$ 5,895,953	$ 6,025,797
Acquisitions	65,270	164,320	38,369
Additions	252,306	469,450	358,976
Assets sold or written-off	(152,000)	(585,753)	(527,189)
Real estate impaired [1]	(35,030)	—	—
Balance at end of the year	$ 6,074,516	$ 5,943,970	$ 5,895,953
Accumulated Depreciation:			
Balance at beginning of the year	$ 1,119,612	$ 1,086,844	$ 1,011,330
Depreciation expense	194,190	161,937	151,346
Accumulated depreciation on assets sold or written-off	(53,878)	(129,169)	(75,832)
Accumulated depreciation on real estate impaired [1]	(27,225)	—	—
Balance at end of the year	$ 1,232,699	$ 1,119,612	$ 1,086,844

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(1) In connection with the preparation and review of our 2020 annual financial statements, we determined that One Democracy Plaza, a commercial asset located in Bethesda, Maryland, was impaired due to a decline in the fair value of the asset and recorded an impairment loss of $10.2 million, of which $7.8 million related to real estate. The remaining $2.4 million of the impairment loss was attributable to the right-of-use asset associated with the property's ground lease.

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(3) Exhibit Index

Exhibits	Description
2.1	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).
2.2	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).
2.3	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).
3.1	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).
3.2	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).
3.3	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).
3.4	Amended and Restated Bylaws of JBG SMITH Properties (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K, filed on February 21, 2020).
4.1**	Description of Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, as amended.
10.1	First Amendment to Credit Agreement, dated as of May 8, 2019, by and between 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 10-Q, filed on August 6, 2019.)
10.2	Second Amendment to Credit Agreement, dated as of January 7, 2020, 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 7, 2020.)
10.3	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).
10.4	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).

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Exhibits	Description
10.5	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).
10.6	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).
10.7	Credit Agreement, dated as of July 18, 2017, 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 10.4 to our Current Report on Form 8-K, filed on July 21, 2017).
10.8†	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).
10.9†	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).
10.10†	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.)
10.11†	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).
10.12†	Formation Unit Grant Letter, dated as of October 31, 2016, by and between JBG SMITH Properties and Steven Roth (incorporated by reference to Exhibit 10.15 to our Registration Statement on Form 10, filed on January 24, 2017).
10.13†	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).
10.14†	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).
10.15†	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).
10.16†	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).
10.17†	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).

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10.18†	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).

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Exhibits	Description
10.19†	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).
10.20†	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.)
10.21†	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).
10.22†	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).
10.23†	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).
10.24†	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).
10.25	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.)
10.26†	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).
10.27†	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).
10.28†	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.)
10.29†	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).
10.30†	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).
10.31†	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).
10.32†**	Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and W. Matthew Kelly.

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10.33†** Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and David P. Paul.

10.34†** Second Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Kevin P. Reynolds.

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Exhibits	Description
10.35†**	Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Madhumita Moina Banerjee.
10.36†**	Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Stephen W. Theriot.
10.37†**	Amended and Restated Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and Steven A. Museles.
10.38†**	Employment Agreement, dated as of February 18, 2021, by and between JBG SMITH Properties and George Xanders.
10.39†**	Amendment No. 2 to the JBG SMITH Properties 2017 Omnibus Share Plan, effective December 1, 2020.
10.40†**	Form of JBG SMITH Properties Restricted Share Unit Award Agreement for Employees.
10.41†**	Form of JBG SMITH Properties Restricted Share Unit Award Agreement for Consultants.
10.42†**	Form of JBG SMITH Properties Performance Share Unit Award Agreement.
10.43†**	Form of 2021 JBG SMITH Properties Performance LTIP Unit Agreement.
21.1**	List of Subsidiaries of the Registrant.
23.1**	Consent of Independent Registered Public Accounting Firm.
31.1**	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.
31.2**	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.
32.1**	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.
101.INS	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.
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Extension Calculation Linkbase
101.LAB	XBRL Extension Labels Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase

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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.

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SIGNATURES

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

JBG SMITH Properties

Date: February 23, 2021

/s/ M. Moina Banerjee
M. Moina Banerjee
Chief Financial Officer
(Principal Financial Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

NAME	TITLE	DATE
/s/ Steven Roth Steven Roth	Chairman of the Board	February 23, 2021
/s/ Robert Stewart Robert Stewart	Vice Chairman of the Board	February 23, 2021
/s/ W. Matthew Kelly W. Matthew Kelly	Chief Executive Officer and Trustee (Principal Executive Officer)	February 23, 2021
/s/ M. Moina Banerjee M. Moina Banerjee	Chief Financial Officer (Principal Financial Officer)	February 23, 2021
/s/ Angela Valdes Angela Valdes	Chief Accounting Officer (Principal Accounting Officer)	February 23, 2021
/s/ Scott Estes Scott Estes	Trustee	February 23, 2021
/s/ Alan S. Forman Alan S. Forman	Trustee	February 23, 2021
/s/ Michael J. Glosserman Michael J. Glosserman	Trustee	February 23, 2021
/s/ Charles E. Haldeman, Jr. Charles E. Haldeman, Jr.	Trustee	February 23, 2021
/s/ Alisa M. Mall Alisa M. Mall	Trustee	February 23, 2021
/s/ Carol Melton Carol Melton	Trustee	February 23, 2021
/s/ William J. Mulrow William J. Mulrow	Trustee	February 23, 2021

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/s/ Ellen Shuman	Trustee	February 23, 2021
Ellen Shuman		

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Exhibit 4.1

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 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

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creditors, including holders of our indebtedness, and (ii) the aggregate liquidation preference of any preferred shares then outstanding.

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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, 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

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The transfer agent and registrar for our common shares is American Stock Transfer & Trust Company, LLC.

Certain Provisions of Maryland Law and Our Declaration of Trust and Bylaws

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 description 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.

Our declaration of trust initially divided our board of trustees into three classes and provides that the terms of the first, second and third classes will expire at our 2020 annual meeting of shareholders (the "2020 Annual Meeting"). Commencing with the 2020 Annual Meeting, all trustees will be 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. Consequently, at each annual meeting of shareholders, the holders of a majority of our common shares will be able to elect all of our trustees standing for election.

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.

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Business Combinations

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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:

- 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 in our bylaws 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

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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

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(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.

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 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).

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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.

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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 (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, (1) we have a classified board until the 2020 Annual Meeting and (2) 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.

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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

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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 chairman of our board 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, 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 limiting or 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.

Maryland law requires a Maryland real estate investment trust (unless its declaration of trust provides otherwise, which ours does not) to indemnify a trustee or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she is made a party by reason of his or her service in that capacity. Maryland law permits a real estate investment trust to indemnify its present and former trustees 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 or threatened to 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 trustee 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 trustee or officer actually received an improper personal benefit in money,

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property or services or (c) in the case of any criminal proceeding, the trustee or officer had reasonable cause to believe that the act or omission was unlawful. However, under Maryland law, a Maryland real estate investment trust may not indemnify for an adverse judgment in a suit by or in the right of the real estate investment trust or for a judgment of liability on the basis that personal benefit was improperly received, unless in either case a court orders

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indemnification and then only for expenses. In addition, Maryland law permits a real estate investment trust to advance reasonable expenses to a trustee or officer upon the real estate investment trust's receipt of (a) a written affirmation by the trustee or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the real estate investment trust and (b) a written undertaking by him or her or on his or her behalf to repay the amount paid or reimbursed by the real estate investment trust 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.

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 the 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

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"—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.

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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 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

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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

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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.

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)

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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.

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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.

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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Exhibit 10.32

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Second Amended and Restated Employment Agreement (the "Agreement"), dated as of February 18, 2021, 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 W. Matthew Kelly ("Executive").

Recitals

The Company and Executive are currently parties to that certain Amended and Restated Employment Agreement, dated June 16, 2017 (the "Prior Agreement");

The Company and Executive now desire to enter into this Agreement, which shall amend, restate and supersede the Prior Agreement.

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 commenced on July 18, 2017 (the "Effective Date") for an initial three-year term (the "Initial Period"). On the third anniversary of the Effective Date, the term automatically renewed for a one-year period and will continue to renew on the anniversary of the Effective Date 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 Executive Officer of the Company and will report solely and directly to the board of trustees of the Company (the "Board"). Executive will have those powers and duties normally associated with the position of Chief Executive Officer and such other powers and duties as may be reasonably prescribed by or at the direction of the Board, provided that such other powers and duties are consistent with Executive's position as Chief Executive 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

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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

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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 $750,000 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 15th 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*. On the Effective Date, the Company granted to Executive a 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) equal to $7,400,000, divided by the volume-weighted average price of the Company's stock on the NYSE on the grant date (the "Initial Formation Award"). The Initial Formation Award has such terms and conditions as set forth in the applicable award agreement issued pursuant to the LTI Plan. The Initial Formation Award vests 25% on each of the 3rd and 4th anniversaries and 50% on the 5th anniversary, of the Effective Date, subject to continued employment with the Company through each vesting date. Notwithstanding this paragraph 5(d), 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.

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(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. Cause will not exist under paragraph (ii) or (iii) above unless and until the Company has delivered to Executive a copy of a resolution duly adopted by a majority of the members of the Board of Trustees of the Company or of the Compensation Committee or Corporate Governance and Nominating Committee thereof (excluding, if applicable, Executive for purposes of determining such majority) at a meeting of the Board or such committee called and held for such purpose (after reasonable advance notice to Executive and an opportunity for Executive, together with his counsel, to be heard before the Board or such committee), finding that in the good

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faith opinion of the Board (or a committee thereof), Executive engaged in the conduct set forth in paragraph (ii) or (iii) and specifying the particulars thereof in detail; provided, that if any such resolution was adopted by a committee of the Board, the determination of whether "Cause" exists shall be ratified by the Board. This Section 6(c) shall not prevent Executive from challenging in any court of competent jurisdiction the Board's determination that Cause exists or that Executive has failed to cure any act (or failure to act) that purportedly formed the basis for the Board's determination.

(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 Executive 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 Executive Officer of the Company, (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 Board.

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

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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.

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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

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of the Company (which may be provided pursuant to the Consolidated Omnibus Budget Reconciliation Act) for (A) if such termination is a Qualifying CIC

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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, 2018, the award vests in three annual installments, and the Date of Termination is July 1, 2019, then 50% of the 100 units that would vest on January 1, 2020 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);

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(B) 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;

(C) 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

(D) 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

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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

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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.

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(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

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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 him 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

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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 and trustees.

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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

With a copy to:

Katzke & Morgenbesser LLP
1345 Avenue of the Americas
New York, NY 10105
Attention: Michael S. Katzke, Esq.

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

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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

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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]

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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	/s/ W. Matthew Kelly
Name: Steven A. Museles	W. Matthew Kelly
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 W. Matthew Kelly ("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 Executive 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 effective as of February 18, 2021 (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 defamation; sexual harassment; retaliation; attorneys' fees; emotional distress; intentional infliction of emotional distress; assault;

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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

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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 himself 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.

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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.]**

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Exhibit 10.33

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Second Amended and Restated Employment Agreement (the "Agreement"), dated as of February 18, 2021, 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 P. Paul ("Executive").

Recitals

The Company and Executive are currently parties to that certain Amended and Restated Employment Agreement, dated June 16, 2017 (the "Prior Agreement");

The Company and Executive now desire to enter into this Agreement, which shall amend, restate and supersede the Prior Agreement.

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 commenced on July 18, 2017 (the "Effective Date") for an initial three-year term (the "Initial Period"). On the third anniversary of the Effective Date, the term automatically renewed for a one-year period and will continue to renew on the anniversary of the Effective Date 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 President and Chief Operating 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 President and Chief Operating 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 President and Chief Operating 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

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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

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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).

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 $625,000 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 15th 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*. On the Effective Date, the Company granted to Executive a 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) equal to $6,250,000, divided by the volume-weighted average price of the Company's stock on the NYSE on the grant date (the "Initial Formation Award"). The Initial Formation Award has such terms and conditions as set forth in the applicable award agreement issued pursuant to the LTI Plan. The Initial Formation Award vests 25% on each of the 3rd and 4th anniversaries and 50% on the 5th anniversary, of the Effective Date, subject to continued employment with the Company through each vesting date. Notwithstanding this paragraph 5(d), 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.

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(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):

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(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 President and Chief Operating 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 President and Chief Operating 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;

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provided, however, that if such termination is due to a Notice of Termination by Executive, the Company shall have the right

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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

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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"), two 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

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with performance-vesting conditions measured at performance specified in the applicable award agreement); or

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(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, 2018, the award vests in three annual installments, and the Date of Termination is July 1, 2019, then 50% of the 100 units that would vest on January 1, 2020 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);

(B) 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;

(C) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or

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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

(D) 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

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LTIP Units has been granted would provide more favorable treatment in the specific circumstance, such terms shall

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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

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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,

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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

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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 him 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

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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

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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

With a copy to:

Katzke & Morgenbesser LLP
1345 Avenue of the Americas
New York, NY 10105
Attention: Michael S. Katzke, Esq.

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.

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(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.

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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]

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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	/s/ David P. Paul
Name: Steven A. Museles	David P. Paul
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 David P. Paul ("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 President and Chief Operating 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 effective as of February 18, 2021 (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 defamation; sexual harassment; retaliation;

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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;

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(iii) Executive has been advised, and is being advised by the Release, to consult with an attorney before executing this Release; Executive

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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 himself 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.

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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.]**

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Exhibit 10.34

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Second Amended and Restated Employment Agreement (the "Agreement"), dated as of February 18, 2021, 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 Kevin Reynolds ("Executive").

Recitals

The Company and Executive are currently parties to that certain Amended and Restated Employment Agreement, dated June 16, 2017 (the "Prior Agreement");

The Company and Executive now desire to enter into this Agreement, which shall amend, restate and supersede the Prior Agreement.

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 commenced on July 18, 2017 (the "Effective Date") for an initial three-year term (the "Initial Period"). On the third anniversary of the Effective Date, the term automatically renewed for a one-year period and will continue to renew on the anniversary of the Effective Date 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 Development 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 Development 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 Development 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)

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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

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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).

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 15th 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*. On the Effective Date, the Company granted to Executive a 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) equal to $4,000,000, divided by the volume-weighted average price of the Company's stock on the NYSE on the grant date (the "Initial Formation Award"). The Initial Formation Award has such terms and conditions as set forth in the applicable award agreement issued pursuant to the LTI Plan. The Initial Formation Award vests 25% on each of the 3rd and 4th anniversaries and 50% on the 5th anniversary, of the Effective Date, subject to continued employment with the Company through each vesting date. Notwithstanding this paragraph 5(d), 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.

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(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):

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(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 Development 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 Development 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;

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provided, however, that if such termination is due to a Notice of Termination by Executive, the Company shall have the right

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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

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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"), two 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

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with performance-vesting conditions measured at performance specified in the applicable award agreement); or

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(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, 2018, the award vests in three annual installments, and the Date of Termination is July 1, 2019, then 50% of the 100 units that would vest on January 1, 2020 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);

(B) 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;

(C) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or

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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

(D) 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

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LTIP Units has been granted would provide more favorable treatment in the specific circumstance, such terms shall

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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

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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,

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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

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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 him 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

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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

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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

With a copy to:

Katzke & Morgenbesser LLP
1345 Avenue of the Americas
New York, NY 10105
Attention: Michael S. Katzke, Esq.

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.

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(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.

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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]

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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	/s/ Kevin Reynolds
Name: Steven A. Museles	Kevin Reynolds
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 Kevin Reynolds ("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 Development 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 effective as of February 18, 2021 (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 defamation; sexual harassment; retaliation; attorneys' fees; emotional distress; intentional infliction of emotional distress; assault;

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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

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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 himself 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.

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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.]**

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Exhibit 10.35

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (the "Agreement"), dated as of February 18, 2021, 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 Madhumita Moina Banerjee ("Executive").

Recitals

The Company and Executive are currently parties to that certain Employment Agreement, dated February 21, 2019 (the "Prior Agreement");

The Company and Executive now desire to enter into this Agreement, which shall amend, restate and supersede the Prior Agreement.

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 commenced on February 21, 2019 (the "Effective Date") and continued until July 18, 2020 (the "Initial Period"). On the expiration of the Initial Period, the term automatically renewed for a one-year period and will continue to renew on the anniversary of the Effective Date 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 Financial 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 Financial 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 Financial Officer of the Company. Executive will devote substantially all of her working time, attention and energies during normal business hours (other than absences due to illness or vacation) to the performance of her 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 her duties and responsibilities hereunder or violate Section 11(a), (b) or (c) of this Agreement, to (i) manage Executive's (and her immediate family's) personal, financial and legal affairs, and (ii) serve on

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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 her 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 $550,000 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 15th 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.

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(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 her 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 her 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 her duties on a full-time basis, the Company may terminate Executive's employment hereunder for "Disability". During any period that Executive fails to perform her duties hereunder as a result of incapacity due to physical or mental illness, Executive will continue to receive her full Base Salary set forth in Section 5(a) until her 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 her 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 her 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 her 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 Financial Officer;

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(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 Financial 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 her employment hereunder for Good Reason shall not be affected by her 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 her 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 her death, the date of her 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 her 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, she shall be deemed to resign (i) from the

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board of trustees or directors of any subsidiary of the Company and/or any other board to which she 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 her 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 her 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 her 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 her estate in the event of her 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 her beneficiary, legal representative or estate, as the case may be, in the event of her 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

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following, a Change in Control of the Company (and such Change in Control does in fact occur) (a "Qualifying CIC Termination"), two 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

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to and including the Date of Termination divided by the total number of days in such vesting cycle, with performance-vesting conditions

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measured at performance specified in the award agreement (e.g., if 300 units are granted on January 1, 2018, the award vests in three annual installments, and the Date of Termination is July 1, 2019, then 50% of the 100 units that would vest on January 1, 2020 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);

(B) 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;

(C) 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

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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

(D) 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 her 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.

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(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 she 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

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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 her carrying out her 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 her 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

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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

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carrying out her 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 her 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 her 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.

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(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 her 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 her 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 her Date of Termination while any amounts would still be payable to her hereunder if she 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 her 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:

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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.

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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 she is under no contractual or other binding legal restriction which would prohibit her from entering into and performing under this Agreement or that would limit the performance of her 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

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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]

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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	/s/ Madhumita Moina Banerjee
Name: Steven A. Museles	Madhumita Moina Banerjee
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 Madhumita Moina Banerjee ("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 Financial 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 18, 2021 (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 defamation; 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

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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 she 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 she is not releasing,

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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 she 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 she has consulted with counsel of her choice concerning the terms and conditions of this Release;

(iv) Executive has been advised, and is being advised by this Release, that she 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 she revokes her 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

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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.]**

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Exhibit 10.36

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (the "Agreement"), dated as of February 18, 2021, 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 Stephen W. Theriot ("Executive").

Recitals

The Company and Executive are currently parties to that certain Employment Agreement, dated July 17, 2017 (the "Prior Agreement");

The Company and Executive now desire to enter into this Agreement, which shall amend, restate and supersede the Prior Agreement.

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 commenced on July 18, 2017 (the "Effective Date") for an initial three-year term (the "Initial Period"). On the third anniversary of the Effective Date, the term automatically renewed for a one-year period and will continue to renew on the anniversary of the Effective Date 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 Senior Advisor 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 Senior Advisor 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 Senior Advisor 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

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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

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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 $550,000 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 15th 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*. On the Effective Date, the Company granted to Executive a 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) equal to $4,000,000, divided by the volume-weighted average price of the Company's stock on the NYSE on the grant date (the "Initial Formation Award"). The Initial Formation Award has such terms and conditions as set forth in the applicable award agreement issued pursuant to the LTI Plan. The Initial Formation Award vests 25% on each of the 3rd and 4th anniversaries and 50% on the 5th anniversary, of the Effective Date, subject to continued employment with the Company through each vesting date. Notwithstanding this paragraph 5(d), 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.

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(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):

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(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 Senior Advisor;

(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 Senior Advisor of the Company, (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;

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provided, however, that if such termination is due to a Notice of Termination by Executive, the Company shall have the right

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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

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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"), two 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

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with performance-vesting conditions measured at performance specified in the applicable award agreement); or

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(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, 2018, the award vests in three annual installments, and the Date of Termination is July 1, 2019, then 50% of the 100 units that would vest on January 1, 2020 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);

(B) 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;

(C) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or

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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

(D) 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

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LTIP Units has been granted would provide more favorable treatment in the specific circumstance, such terms shall

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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

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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,

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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

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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 him 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

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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

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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.

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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

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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, including, for the avoidance of doubt, the Employment Agreement by and between Vornado Realty Trust and the Executive, dated June 1, 2013 (the "2013 Agreement"). Any other prior agreement of the parties hereto in respect of the subject matter contained herein, including the 2013 Agreement, 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.

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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]

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Exhibit 10.36

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	/s/ Stephen W. Theriot
Name: Steven A. Museles	Stephen W. Theriot
Title: Chief Legal Officer and Secretary	

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EXHIBIT A
GENERAL RELEASE AND WAIVER OF CLAIMS

GENERAL RELEASE AND WAIVER OF CLAIMS (this "Release"), by Stephen W. Theriot ("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 Senior Advisor;

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 effective as of February 18, 2021 (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 defamation; sexual harassment; retaliation; attorneys' fees; emotional distress; intentional infliction of emotional distress; assault;

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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

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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 himself 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.

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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.]**

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Exhibit 10.37

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (the "Agreement"), dated as of February 18, 2021, 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 Steven A. Museles ("Executive").

Recitals

The Company and Executive are currently parties to that certain Employment Agreement, dated June 16, 2017 (the "Prior Agreement");

The Company and Executive now desire to enter into this Agreement, which shall amend, restate and supersede the Prior Agreement.

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 commenced on July 18, 2017 (the "Effective Date") for an initial three-year term (the "Initial Period"). On the third anniversary of the Effective Date, the term automatically renewed for a one-year period and will continue to renew on the anniversary of the Effective Date 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 Legal 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 Legal 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 Legal 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

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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

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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 $400,000 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 15th 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*. On the Effective Date, the Company granted to Executive a 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) equal to $750,000, divided by the volume-weighted average price of the Company's stock on the NYSE on the grant date and on August 2, 2018, the Company granted to Executive a 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) equal to $380,000, divided by the volume-weighted average price of the Company's stock on the NYSE on the grant date (collectively, the "Initial Formation Award"). The Initial Formation Award has such terms and conditions as set forth in the applicable award agreement issued pursuant to the LTI Plan. The Initial Formation Award vests 25% on each of the 3rd and 4th anniversaries and 50% on the 5th anniversary, of the Effective Date, subject to continued employment with the Company through each vesting date. Notwithstanding this paragraph 5(d), 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

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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

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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 Legal 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 Legal Officer of the Company, (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

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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

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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

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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"), two 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:

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(A) if such termination is a Qualifying CIC Termination, vesting of all outstanding unvested equity-based awards (including the Initial Formation

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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, 2018, the award vests in three annual installments, and the Date of Termination is July 1, 2019, then 50% of the 100 units that would vest on January 1, 2020 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);

(B) 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

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actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(C) 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

(D) 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

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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

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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

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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

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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

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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 him 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).

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(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

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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

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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

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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.

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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]

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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/ W. Matthew Kelly	/s/ Steven A. Museles
Name: W. Matthew Kelly	Steven A. Museles
Title: Chief Executive Officer	

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EXHIBIT A
GENERAL RELEASE AND WAIVER OF CLAIMS

GENERAL RELEASE AND WAIVER OF CLAIMS (this "Release"), by Steven A. Museles ("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 Legal 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 effective as of February 18, 2021 (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 defamation; sexual harassment; retaliation; attorneys' fees; emotional distress; intentional infliction of emotional distress; assault;

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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

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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 himself 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.

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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.]**

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Exhibit 10.38

EMPLOYMENT AGREEMENT

Employment Agreement (the "Agreement"), dated as of February 18, 2021, 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 George Xanders ("Executive").

Recitals

Executive is currently employed by the Company; and

The Company and Executive desire to set forth the terms of Executive's continued employment.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereby agree as follows:

Agreement

1. Employment. The Company hereby agrees to continue to employ Executive, and Executive hereby accepts such continued 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 July 18, 2022 (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, 2022 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 Investment 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 Investment 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 Investment 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

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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

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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 $375,000 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 15th 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"). The Initial Formation Award has such terms and conditions as set forth in the applicable award agreement issued pursuant to the LTI Plan. 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

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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):

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(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 Investment 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 Investment 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

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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

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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"), two 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

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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, 2018, the award vests in three annual installments, and the Date of Termination is July 1, 2019, then 50% of the 100 units that would vest on January 1, 2020 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);

(B) 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

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actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(C) 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

(D) 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

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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

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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

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consent of the Company or as may otherwise be required by law or any legal process, any statutory obligation or order of any

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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 him 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 later of (1)(i) the expiration of the Initial Term and (ii) the 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)(A) the expiration of the Initial Term and (B) 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

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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

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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

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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

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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]

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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/ George Xanders George Xanders

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EXHIBIT A
GENERAL RELEASE AND WAIVER OF CLAIMS

GENERAL RELEASE AND WAIVER OF CLAIMS (this "Release"), by George Xanders ("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 Investment 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 effective as of February 18, 2021 (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 defamation; sexual harassment; retaliation; attorneys' fees; emotional distress; intentional infliction of emotional distress; assault;

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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

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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 himself 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.

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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.]**

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Exhibit 10.39

Amendment No. 2

To the

JBG SMITH Properties

2017 Omnibus Share Plan

The 2017 Omnibus Share Plan of JBG SMITH Properties, effective July 17, 2017 (the "Plan"), is hereby amended as follows, effective December 1, 2020:

1. Section 3 of the Plan is hereby amended to add the following new sentence at the end of the second paragraph thereof:

> "The Board or the Committee may also appoint one or more separate committees of the Board, each composed of one or more trustees of the Trust who need not be independent trustees, who may administer the Plan with respect to Participants who are not executive officers (as defined under Rule 3b-7 or the Exchange Act) or trustees of the Trust, may grant awards under the Plan to such Participants, and may determine all terms of such awards, subject to the requirements of Code Section 162(m), Rule 16b-3 and the rules of the New York Stock Exchange.

2. The first paragraph of Section 5 of the Plan is hereby amended and restated in its entirety to provide as follows:

> "Awards under the Plan may consist of the following: stock options (either incentive stock options within the meaning of Section 422 of the Code or non-qualified stock options), stock appreciation rights, performance shares, grants of restricted stock and other-stock based awards, including OP Units (as defined in Section 11). Awards of performance shares, restricted stock or share units and other-stock based awards may provide the Participant with dividends or dividend equivalents and voting rights prior to vesting (whether based on a period of time or based on attainment of specified performance conditions). Unless the Committee otherwise specifies in the award agreement, if dividends or dividend equivalent rights are granted, dividends and dividend equivalents shall be paid to the Participant at the same time as the Trust pays dividends to common shareholders (even if the Shares subject to the underlying award are held by the Trust) but not less than annually and not later than the fifteenth day of

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the third month following the end of the calendar year in which the dividends or dividend equivalents are credited (or, if later, the fifteenth day of the third month following the end of the calendar year in which the dividends or dividend equivalents are no longer subject to a "substantial risk of forfeiture" within the meaning of Section

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equivalent payments in the case of an award that is subject to performance vesting conditions may (in full or in part) be treated as unvested so long as such award remains unvested, and, in such case, any such dividend and dividend equivalent payments that would otherwise have been paid during the vesting period shall instead be accumulated (and, if paid in cash, reinvested in additional Shares based on the Surrender Value (as defined in Section 6) of the Shares on the date of reinvestment) and paid within 30 days following the date on which such award is determined by the Committee to have satisfied such performance vesting conditions. Any dividends or dividend equivalents that are accumulated and paid after the date specified in the preceding sentence may be treated separately from the right to other amounts under the award.

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Exhibit 10.40

FORM OF
JBG SMITH PROPERTIES
2017 OMNIBUS SHARE PLAN
RESTRICTED SHARE UNIT AGREEMENT

RESTRICTED SHARE UNIT AGREEMENT (the "Restricted Share Unit Agreement" or "Award Agreement") made as of the Grant Date set forth on Schedule A hereto between JBG SMITH Properties, a Maryland real estate investment trust (the "Company"), 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 the right to acquire common shares of beneficial interest, par value $0.01 per share, of the Company (the "Shares") having the terms and conditions set forth herein and in the Plan, and thereby provide additional incentive for the Employee to promote the progress and success of the business of the Company and its Subsidiaries.

B. Schedule A hereto sets forth certain significant details of the Restricted Share Unit grant herein and is incorporated herein by reference. Capitalized terms used herein and not otherwise defined have the meanings provided in the Plan or on Schedule A.

NOW, THEREFORE, the Company and the Employee hereby agree as follows:

AGREEMENT

1. Grant of Restricted Share Units. On the terms and conditions set forth below, as well as the terms and conditions of the Plan, which is incorporated herein by reference, the Company hereby grants to the Employee such number of Restricted Share Units as is set forth on Schedule A (the "Restricted Share Units"). Subject to the terms and conditions of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan shall govern.

2. Vesting Period. The vesting period of the Restricted Share Units (the "Vesting Period") begins on January 1, 2021 and continues until such Vesting Dates as set forth on Schedule A. On the first Vesting Date following the date of this Award Agreement and each Vesting Date thereafter, the number of Restricted Share Units equal to the Vesting Amount 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.

3. Forfeiture. Except as otherwise provided in any employment agreement between the Employee and the Company or its affiliate, upon the Employee's

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Disability, death or Retirement, or if the employment of the Employee by the Company or its affiliate is terminated either by the Company or its affiliate (or a successor thereof) without Cause or by the Employee for Good Reason, all outstanding unvested Restricted Share Units shall vest and become non-forfeitable. If the employment of the Employee by the Company or its affiliate terminates for any reason other than as described in the preceding sentence, any outstanding unvested Restricted Share Units as of the date of such termination shall be forfeited and no Shares shall be issuable with respect to such forfeited Restricted Share Units.

4. Restrictions. Subject to any exceptions set forth in this Award Agreement or the Plan, until such time as the Restricted Share Units are settled in accordance with Section 5, none of the Restricted Share 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"). Any attempted Transfer shall be null and void, and the Company shall not reflect on its records any change in record ownership of any Restricted Share Units as a result of any such Transfer and shall otherwise refuse to recognize any such Transfer.

5. Issuance of Shares; Certificates. As soon as practicable upon or following each Vesting Date, but in no event later than 60 days following the applicable Vesting Date, the Company shall deliver to the Employee (or, if applicable, to the Employee's legal representatives, beneficiaries or heirs) a certificate or electronic confirmation of ownership, as applicable, for the number of Shares represented by the Restricted Share Units which have vested on such Vesting Date, subject to the terms and provisions of the Plan and this Award Agreement. If the Employee terminates employment by reason of Disability, death or Retirement, is terminated by the Company or its affiliate (or a successor thereof) without Cause, or terminates employment for Good Reason, issuance of the Shares shall be made on or within sixty (60) days following such termination of employment. No fractional Shares shall be issued under this Award Agreement. The Employee agrees that any resale of Shares received upon the expiration of the applicable Vesting Period 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).

6. 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 best efforts to substantially perform his 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 (including, but not limited to, a willful breach of the provisions of any agreement with the Company with respect to confidentiality, ownership of documents,

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non-competition or non-solicitation) that is materially economically injurious to the Company or its affiliates. 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 if, as a result of the Employee's incapacity due to physical or mental illness, the Employee shall have been substantially unable to perform his duties for a continuous period of 180 days, and within 30 days after written notice of termination is given after such 180-day period, the Employee shall not have returned to the substantial performance of his duties on a full-time basis, the employment of the Employee is terminated by the Company.

"Good Reason" means (a) a 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) the Company's material breach of the Award Agreement, provided, in each case, that the Employee terminates employment within 90 days after the Employee has actual knowledge of the occurrence, without the written consent of the 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.

7. Dividend Equivalent Rights. The Employee shall be entitled to receive, upon the Company's payment of a dividend on its outstanding Shares, a dividend equivalent payment for each Restricted Share Unit held as of the record date for such dividend equal to the per-share dividend paid on the Shares, which dividend equivalent payment shall be made to the Employee on or within 60 days of the record date for such dividend.

8. Tax Withholding. The Company or its applicable affiliate has the right to require prior to the issuance or delivery of any Shares that the Employee make arrangements satisfactory to the Company to satisfy any taxes required by law to be withheld from the Shares. Unless otherwise determined by the Committee, the Employee shall satisfy such withholding obligation by having the Company retain a number of Shares whose Fair Market Value equals the minimum statutory amount of taxes required by applicable law to be withheld, provided that any withholding obligation on the payment of cash dividend equivalent rights shall be in cash. Any fraction of a Share required to satisfy such obligation shall be disregarded, and the amount due shall instead be paid in cash to or by the Employee, as the case may be.

9. Rights as Shareholder. Neither the Employee nor any person claiming under or through the Employee will have any of the rights or privileges of a shareholder of

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the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Employee. After such issuance, recordation and delivery, the Employee will have all the rights of a shareholder of the Company including with respect to voting such Shares and receipt of dividends and distributions on such Shares.

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. Section 409A. It is the Company's intent that the Restricted Share Units be exempt from, or comply with, the requirements of Section 409A, and that the Award Agreement be administered and interpreted accordingly. If and to the extent that the Restricted Share Units are determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and become vested by reason of the Employee's termination of employment, then (a) payment for the Restricted Share Units shall be provided to the Employee only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if the Employee is a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment shall not be made or provided before the date that is six months after the date of the Employee's separation from service (or the Employee's earlier death) if such a delay is necessary to avoid the imposition of excise taxes under Section 409A.

12. Notice. Any notice to be given to the Company shall be addressed to the General Counsel, JBG SMITH Properties, 4747 Bethesda Avenue, 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.

13. 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.

14. 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.

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.

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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. Amendment; Modification. This Award Agreement may only be modified or amended in a writing signed by the parties hereto, provided that the Employee acknowledges that the Plan may be amended or discontinued in accordance with the provisions thereof and that this Award Agreement may be amended or canceled by the Administrator, on behalf of the Company, in each case for the purpose of satisfying changes in law or for any other lawful purpose, so long as no such action shall adversely affect the Employee's rights under this Award Agreement without the Employee's written consent. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by the parties which are not set forth expressly in this Award Agreement. The failure of the Employee or the Company to insist upon strict compliance with any provision of this Award Agreement, or to assert any right the Employee or the Company, respectively, may have under this Award Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Award Agreement.

19. Complete Agreement. Other than as specifically stated herein or as otherwise set forth in any employment, change in control or other agreement or arrangement to which the Employee is a party which specifically refers to the Restricted Share Units or to the treatment of compensatory equity held by the Employee generally, this Award Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embodies the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

20. 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 Award Agreement and any such employment agreement, the provisions of such employment agreement will govern. As further provided in Section 10, nothing herein shall imply that any employment agreement exists between the Employee and the Company or its affiliates.

21. 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 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.

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22. 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 shareholders; (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.

23. Acknowledgement. The Employee hereby acknowledges and agrees that this Award Agreement and the Restricted Share Units issued hereunder shall constitute satisfaction in full of all obligations of the Company, if any, to grant to the Employee Restricted Share Units pursuant to the terms of any written employment agreement or letter or other written offer or description of employment with the Company executed prior to or coincident with the date hereof.

[*signature page follows*]

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IN WITNESS WHEREOF, this Restricted Share Unit 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

EMPLOYEE

Name: ______________________________
Employee Name

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SCHEDULE A TO RESTRICTED SHARE UNIT AGREEMENT

(Terms being defined are in quotation marks.)

Date of Restricted Share Unit Agreement:	February [ ], 2021
Name of Employee:	Employee Name
Number of Restricted Share Units Subject to Grant:	# Units
"Grant Date":	February [ ], 2021
"Vesting Amount":	**[***Insert 25% of the total number of Restricted Share Units subject to grant.***]**
"Vesting Date" (or if such date is not a business day, on the next succeeding business day):	January 1, 2022, January 1, 2023, January 1, 2024, January 1, 2025

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Exhibit 10.41

FORM OF
JBG SMITH PROPERTIES
2017 OMNIBUS SHARE PLAN
RESTRICTED SHARE UNIT AGREEMENT

RESTRICTED SHARE UNIT AGREEMENT (the "Restricted Share Unit Agreement" or "Award Agreement") made as of the Grant Date set forth on Schedule A hereto between JBG SMITH Properties, a Maryland real estate investment trust (the "Company"), and the advisor or consultant to the Company or one of its affiliates listed on Schedule A (the "Consultant").

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 retaining the services of the Consultant, to provide the Consultant with the right to acquire common shares of beneficial interest, par value $0.01 per share, of the Company (the "Shares") having the terms and conditions set forth herein and in the Plan, and thereby provide additional incentive for the Consultant to promote the progress and success of the business of the Company and its Subsidiaries.

B. Schedule A hereto sets forth certain significant details of the Restricted Share Unit grant herein and is incorporated herein by reference. Capitalized terms used herein and not otherwise defined have the meanings provided in the Plan or on Schedule A.

NOW, THEREFORE, the Company and the Consultant hereby agree as follows:

AGREEMENT

1. Grant of Restricted Share Units. On the terms and conditions set forth below, as well as the terms and conditions of the Plan, which is incorporated herein by reference, the Company hereby grants to the Consultant such number of Restricted Share Units as is set forth on Schedule A (the "Restricted Share Units"). Subject to the terms and conditions of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan shall govern.

2. Vesting Period. The vesting period of the Restricted Share Units (the "Vesting Period") begins on January 1, 2021 and continues until such Vesting Dates as set forth on Schedule A. On the first Vesting Date following the date of this Award Agreement and each Vesting Date thereafter, the number of Restricted Share Units equal to the Vesting Amount 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.

3. Forfeiture. Except as otherwise provided in any consulting or other services agreement between the Consultant and the Company or its affiliate, upon the

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Consultant's Disability or death, or if the Company or its affiliate terminates the services of the Consultant without Cause, all outstanding unvested Restricted Share Units shall vest and become non-forfeitable. If the services of the Consultant to the Company terminate for any reason other than as described in the preceding sentence, any outstanding unvested Restricted Share Units as of the date of such termination shall be forfeited, and no Shares shall be issuable with respect to such forfeited Restricted Share Units.

4. Restrictions. Subject to any exceptions set forth in this Award Agreement or the Plan, until such time as the Restricted Share Units are settled in accordance with Section 5, none of the Restricted Share 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"). Any attempted Transfer shall be null and void, and the Company shall not reflect on its records any change in record ownership of any Restricted Share Units as a result of any such Transfer and shall otherwise refuse to recognize any such Transfer.

5. Issuance of Shares; Certificates. As soon as practicable upon or following each Vesting Date but in no event later than 60 days following the applicable Vesting Date, the Company shall deliver to the Consultant (or, if applicable, to the Consultant's legal representatives, beneficiaries or heirs) a certificate or electronic confirmation of ownership, as applicable, for the number of Shares represented by the Restricted Share Units which have vested on such Vesting Date, subject to the terms and provisions of the Plan and this Award Agreement. If the services of the Consultant are terminated by reason of the Consultant's Disability or death or by the Company or its affiliate (or a successor thereof) without Cause, issuance of the Shares shall be made on or within sixty (60) days following such termination of service. No fractional Shares shall be issued under this Award Agreement. The Consultant agrees that any resale of Shares received upon the expiration of the applicable Vesting Period 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).

6. For purposes of this Award Agreement, the following terms will have the meaning given to them by any consulting or other agreement between the Consultant and the Company, and if there is no such agreement, the meanings below:

"Cause" means the Consultant's: (a) conviction of, or plea of guilty or nolo contendere to, a felony, (b) willful and continued failure to use reasonable best efforts to substantially perform his duties (other than such failure resulting from the Consultant's incapacity due to physical or mental illness) that the Consultant fails to remedy within 30 days after written notice is delivered by the Company to the Consultant that specifically identifies in reasonable detail the manner in which the Company believes the Consultant has not used reasonable efforts to perform in all material respects his duties hereunder, or (c) willful misconduct (including, but not limited to, a willful breach of the provisions of any agreement with the Company with respect to confidentiality, ownership of documents, non-competition or non-solicitation) that is materially economically injurious to the

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Company or its affiliates. For purposes of this paragraph, no act, or failure to act, by the Consultant 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 if, as a result of the Consultant's incapacity due to physical or mental illness, the Consultant shall have been substantially unable to perform his duties for a continuous period of 180 days, and within 30 days after written notice of termination is given after such 180-day period, the Consultant shall not have returned to the substantial performance of his duties on a full-time basis, the service of the Consultant is terminated by the Company.

7. Dividend Equivalent Rights. The Consultant shall be entitled to receive, upon the Company's payment of a dividend on its outstanding Shares, a dividend equivalent payment for each Restricted Share Unit held as of the record date for such dividend equal to the per-share dividend paid on the Shares, which dividend equivalent payment shall be made to the Consultant on or within 60 days of the record date for such dividend.

8. Rights as Shareholder. Neither the Consultant nor any person claiming under or through the Consultant will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Consultant. After such issuance, recordation and delivery, the Consultant will have all the rights of a shareholder of the Company including with respect to voting such Shares and receipt of dividends and distributions on such Shares.

9. Section 409A. It is the Company's intent that the Restricted Share Units be exempt from, or comply with, the requirements of Section 409A, and that the Award Agreement be administered and interpreted accordingly. If and to the extent that the Restricted Share Units are determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and become vested by reason of the Employee's termination of employment, then (a) payment for the Restricted Share Units shall be provided to the Employee only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if the Employee is a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment shall not be made or provided before the date that is six months after the date of the Employee's separation from service (or the Employee's earlier death) if such a delay is necessary to avoid the imposition of excise taxes under Section 409A.

10. Notice. Any notice to be given to the Company shall be addressed to the General Counsel, JBG SMITH Properties, 4747 Bethesda Avenue, Bethesda, Maryland 20814, and any notice to be given the Consultant shall be addressed to the Consultant at the Consultant's address as it appears in the records of the Company, or at such other address as the Company or the Consultant may hereafter designate in writing to the other.

11. 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.

12. 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

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and any successors to the Consultant 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 Consultant.

13. 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.

14. 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.

15. 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.

16. Amendment; Modification. This Award Agreement may only be modified or amended in a writing signed by the parties hereto, provided that the Consultant acknowledges that the Plan may be amended or discontinued in accordance with the provisions thereof and that this Award Agreement may be amended or canceled by the Administrator, on behalf of the Company, in each case for the purpose of satisfying changes in law or for any other lawful purpose, so long as no such action shall adversely affect the Consultant's rights under this Award Agreement without the Consultant's written consent. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by the parties which are not set forth expressly in this Award Agreement. The failure of the Consultant or the Company to insist upon strict compliance with any provision of this Award Agreement, or to assert any right the Consultant or the Company, respectively, may have under this Award Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Award Agreement.

17. Complete Agreement. Other than as specifically stated herein or as otherwise set forth in any consulting, advisor, services, change in control or other agreement or arrangement to which the Consultant is a party which specifically refers to the Restricted Share Units or to the treatment of compensatory equity held by the Consultant generally, this Award Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

18. 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

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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 Agreement (the "Relevant Information"). By entering into this Award Agreement, the Consultant (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 Consultant 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.

19. Electronic Delivery of Documents. By accepting this Award Agreement, the Consultant (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 shareholders; (ii) acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Consultant 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.

20. Acknowledgement. The Consultant hereby acknowledges and agrees that this Award Agreement and the Restricted Share Units issued hereunder shall constitute satisfaction in full of all obligations of the Company, if any, to grant to the Consultant Restricted Share Units pursuant to the terms of any written consulting or advisor agreement or other written description of the Consultant's services to the Company executed prior to or coincident with the date hereof.

[*signature page follows*]

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IN WITNESS WHEREOF, this Restricted Share Unit 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

CONSULTANT

Name: ______________________________

Consultant Name

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SCHEDULE A TO RESTRICTED SHARE UNIT AGREEMENT

(Terms being defined are in quotation marks.)

Date of Restricted Share Unit Agreement:	February [ ], 2021
Name of Consultant:	Consultant Name
Number of Restricted Share Units Subject to Grant:	# Units
"Grant Date":	February [ ], 2021
"Vesting Amount":	**[***Insert 25% of the total number of Restricted Share Units subject to grant.***]**
"Vesting Date" (or if such date is not a business day, on the next succeeding business day):	January 1, 2022, January 1, 2023, January 1, 2024, January 1, 2025

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Exhibit 10.42

FORM OF JBG SMITH PROPERTIES
2017 OMNIBUS SHARE PLAN
PERFORMANCE SHARE UNIT AGREEMENT

Name of Employee: (the "Employee")

No. of Performance Share Units Awarded:

Grant Date: January 1, 2021

RECITALS

A. The Employee is an employee of JBG SMITH Properties, a Maryland real estate investment trust (the "Company").

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, in connection with the employment of the Employee, to provide the Employee with the right to acquire common shares of beneficial interest, par value $0.01 per share, of the Company (the "Shares") having the terms and conditions set forth in this Performance Share Unit Agreement (this "Award Agreement"), and thereby provide additional incentive for the Employee to promote the progress and success of the business of the Company and its Subsidiaries.

C. The exact number of Performance Share Units earned under this award (the "Award") shall be determined following the conclusion of the Performance Period (or the Extended Performance Period, if applicable) based on the Company's Total Shareholder Return and Relative Performance during the Performance Period (and on the Company's Total Shareholder Return during the Extended Performance Period, if applicable) as provided herein. Any Award PSUs not earned following the conclusion of the Performance Period (or Extended Performance Period, if applicable) will be forfeited.

NOW, THEREFORE, the Company and the Employee agree as follows:

1. Grant of Performance Share Units. On the terms and conditions set forth below, as well as the terms and conditions of the Plan, which is incorporated herein by reference, the Company hereby grants to the Employee the number of Performance Share Units specified above (the "Award PSUs"). Subject to the terms and conditions of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan shall govern.

2. Definitions. Capitalized terms used herein without definitions shall have the meanings given to those terms in the Plan. In addition, as used herein:

"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

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such company over the five consecutive trading days ending on, and including, the Effective Date.

"Cause" means, if not otherwise defined in the Employee's Service Agreement, if any, the Employee'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 (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 (iii) willful misconduct (including, but not limited to, a willful breach of the provisions of any agreement with the Company with respect to confidentiality, ownership of documents, non-competition or non-solicitation) that is materially economically injurious to the Company or its affiliates. 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.

"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 the 30 consecutive trading days 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.

"Continuous Service" means the continuous service to the Employer, without interruption or termination, in any capacity of employee, or, with the written consent of the Committee, consultant. Continuous Service shall not be considered interrupted in the case of: (a) any approved leave of absence; (b) transfers among the Employers, or any successor, in any capacity of employee, or with the written consent of the Committee, as a member of the Board or a consultant; or (c) any change in status as long as the individual remains in the service of the Employer in any capacity of employee or (if the Committee specifically agrees in writing that the Continuous Service is not uninterrupted) as a member of the Board or a consultant. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

"Disability" means, if not otherwise defined in the Employee's Service Agreement, if any, if, as a result of the Employee's incapacity due to physical or mental illness, the Employee shall have been substantially unable to perform his duties for a continuous period of 180 days, and within 30 days after written notice of termination is given after such 180-day period, the Employee shall not have returned to the substantial performance of his duties on a full-time basis, the employment of the Employee is terminated by the Company.

"Effective Date" means January 1, 2021.

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"Employer" means either the Company or any of its Subsidiaries that employ the Employee.

"Extended Performance Period" means the seven-year period beginning the day after the last day of the Performance Period.

"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.

"Good Reason" means, if not otherwise defined in the Employee's Service Agreement, if any, (a) a 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) the Company's material breach of the Agreement, provided, in each case, that the Employee terminates employment within 90 days after the Employee has actual knowledge of the occurrence, without the written consent of the 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).

"Partial Service Factor" means a factor carried out to the sixth decimal to be used in calculating the number of Performance Share Units earned pursuant to Section 3(c) hereof in the event of a Qualified Termination of the Employee's Continuous Service prior to the Valuation Date, determined by dividing (a) the number of calendar days that have elapsed since the Effective Date to and including the date of the Employee's Qualified Termination by (b) the number of calendar days from the Effective Date to and including the Valuation Date.

"Peer Companies" means the companies in the FTSE NAREIT Equity Office Index with a market capitalization at the beginning of the Performance Period greater than $400 million.

"Performance Period" means the period beginning on the Effective Date and ending on December 31, 2023.

"Relative Performance" means the Company's Total Shareholder Return relative to the Total Shareholder Return of the Peer Companies 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.

"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)

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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.

"Securities Act" means the Securities Act of 1933, as amended.

"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.

"Total Shareholder Return" means, for each of the Company and the Peer Companies, with respect any measurement 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 Effective Date, (b) reinvested each dividend and other distribution declared during such measurement 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 measurement period at the Common Share Price on such date, without deduction for any taxes with respect to any gain on such sale or any charges in connection with such sale. Appropriate adjustments to the Total Shareholder Return shall be made to take into account all stock dividends, stock splits, reverse stock splits and any other similar events that occur during the measurement 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.

"Valuation Date" means the earlier of (a) the last day of the Performance Period, or (b) the date upon which a Change of Control shall occur.

3. Vesting and Earning of Award Performance Share Units.

(a) This Award is subject to performance vesting during the Performance Period and service vesting thereafter tied to Continuous Service of the Employee for one year after the last day of the Performance Period. The Award PSUs will be subject to forfeiture based on the Company's Total Shareholder Return and Relative Performance during the Performance Period, and Extended Performance Period, if applicable, as set forth in this Section 3, subject to Section 5 hereof in the event of a Change in Control.

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(b) The number of Award PSUs earned will be determined based on the Total Shareholder Return for each of the Company and the Peer Companies as of the Valuation Date, as follows:

Relative Performance	Percentage of Award PSUs Earned
TSR equal to the 35th percentile of Peer Companies	25%
TSR equal to the 55th percentile of Peer Companies	50%
TSR equal to the 75th percentile of Peer Companies	100%

The Award will be forfeited in its entirety if the Relative Performance is below the 35th percentile of Peer Companies. If the Relative Performance is between the 35th percentile and 55th percentile of Peer Companies, or between the 55th percentile and 75th percentile of Peer Companies, the percentage of the Award PSUs earned will be determined using linear interpolation as between those tiers, respectively.

(c) As soon as practicable following the Valuation Date, but in no event later than sixty (60) days following the year in which the Performance Period ends, the Committee shall:

(i) determine the number of Award PSUs earned by the Employee;

(ii) determine the number of additional Performance Share Units equal to the accumulated cash or stock dividends paid by the Company on its outstanding Shares during the Performance Period with respect to the number of Award PSUs determined pursuant to clause (i) (reduced by the dividend equivalent payments made with respect to the Award PSUs pursuant to Section 7, if any), if such Award PSUs had been Shares and, if paid in cash, reinvested in additional Shares based on the Surrender Value of the Shares on the date of reinvestment (together with the earned Award PSUs determined pursuant to clause (i), the "Earned PSU Equivalent"). Notwithstanding the foregoing, the Committee retains the discretion to pay out the value of the dividend equivalents determined pursuant to the preceding sentence in cash at the time set forth in Section 6. In that event, the Earned PSU Equivalent shall refer to the number of earned Award PSUs determined pursuant to clause (i) only.

If the Earned PSU Equivalent is smaller than the number of Award PSUs previously issued to the Employee, then the Employee, as of the Valuation Date, shall forfeit a number of Award PSUs equal to the difference without payment of any consideration by the Company; thereafter the term Award PSUs will refer only to the Award PSUs that were not so forfeited and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in the Award PSUs that were so forfeited. If the Earned PSU Equivalent is greater than the number of Award PSUs previously issued to the Employee, then, upon the performance of the

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calculations set forth in this Section 3(c): (A) the Company shall issue to the Employee, as of the Valuation Date, a number of additional Performance Share Units equal to the difference; (B) such additional Performance Share Units shall be added to the Award PSUs previously issued, if any, and thereby become part of this Award; (C) the Company shall take such corporate action as is necessary to accomplish the grant of such additional Performance Share Units; and (D) thereafter the term Award PSUs will refer collectively to the Award PSUs, if any, issued prior to such additional grant plus such additional Performance Share Units. If the Earned PSU Equivalent is the same as the number of Award PSUs previously issued to the Employee, then there will be no change to the number of Award PSUs under this Award pursuant to this Section 3.

(d) If any of the Award PSUs have been earned based on performance as provided in Section 3(b), subject to Section 3(e) and Section 4 hereof, the Earned PSU Equivalent shall become vested in the following amounts and at the following times, provided that the Continuous Service of the Employee continues through and on the applicable vesting date:

(i) 50 percent of the Earned PSU Equivalent shall become vested on the date the Committee determines the Earned PSU Equivalent (the "Determination Date"); and

(ii) 50 percent of the Earned PSU Equivalent shall become vested on the first anniversary of the Valuation Date.

(e)

(i) Notwithstanding any other provision in this Agreement, and subject to Section 5 hereof in the event of a Change of Control, if any of the Award PSUs have been earned based on Relative Performance as provided in Section 3(b) but the Company's Total Shareholder Return is 0% or less with respect to the Performance Period, then 50% of the Award PSUs determined pursuant to Sections 3(b) and 3(c) shall automatically and without notice be forfeited as of the Valuation Date. The remaining 50% of the Award PSUs determined pursuant to Sections 3(b) and 3(c) (the "Contingent Award PSUs") may become earned and vested only if the Company's Total Shareholder Return is positive within the Extended Performance Period. For purposes of the preceding sentence, the Company's Total Shareholder Return shall be measured at the end of each quarter during the Extended Performance Period, beginning with the first quarter following the end of the Performance Period, and it shall be measured on a cumulative basis from the beginning of the Performance Period through the end of each most recently completed quarter. If the Company's Total Shareholder Return is positive within the Extended Performance Period, then the Contingent Award PSUs shall become earned as soon as reasonably practicable, but no later than thirty (30) days, following the end of the first quarter during which the Company's Total Shareholder Return is positive (such date, the "Extended Valuation Date"). In addition, the Committee shall, on such Extended Valuation Date, determine the number of additional Performance Share Units equal to the accumulated cash or stock dividends paid by the Company on its outstanding Shares during the Extended Performance Period with respect to the number of Contingent Award PSUs (reduced by the dividend equivalent payments made with respect to the Contingent Award PSUs pursuant to Section 7, if any), if such Contingent Award PSUs had been Shares and, if paid in cash, reinvested in additional Shares based on the Surrender Value of the Shares on the date of

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reinvestment and such number of additional Performance Share Units together with the Contingent Award PSUs Units shall be treated as the Award PSUs for all purposes under this Agreement following the Extended Valuation Date. Notwithstanding the foregoing, the Committee retains the discretion to pay out the value of the dividend equivalents determined pursuant to the preceding sentence in cash at the time set forth in Section 6, in which case the Award PSUs shall refer to the number of Contingent Award PSUs only following the Extended Valuation Date. Such Award PSUs shall become vested on the Extended Valuation Date.

(ii) If the Company's Total Shareholder Return is not positive within the Extended Performance Period, then notwithstanding Sections 3(b) and 3(c), the Award and the Contingent Award PSUs shall automatically and without notice be forfeited and be and become null and void as of the last day of the Extended Performance Period, and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in the Award or any Contingent Award PSUs.

(f) Any Award PSUs that do not become vested pursuant to Section 3(d), Section 3(e) or Section 4 hereof shall automatically and without notice be forfeited and be and become null and void, and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Award PSUs.

4. Termination of Employee's Service Relationship; Death and Disability.

(a) If the Employee is a party to a Service Agreement that addresses treatment of the Award PSUs 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 that apply to the Award PSUs will govern. If the Employee is not a party to a Service Agreement that addresses treatment of the Award PSUs on a termination of employment, Sections 4(b) through 4(d) hereof shall govern the treatment of the Employee's Award PSUs exclusively. In the event an entity ceases to be a Subsidiary or affiliate of the Company, 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 Award PSUs that have not previously been forfeited, effective immediately prior to such event.

(b) Except as otherwise provided in any Service Agreement between the Employee and the Company or its affiliate, in the event of a termination of the Employee's Continuous Service by (A) the Employer without Cause after the first anniversary of the Grant Date, (B) the Employee for Good Reason after the first anniversary of the Grant Date, (C) the Employee's Retirement, (D) the Employee's death, or (E) the Employee's Disability (each, a "Qualified Termination"), in each case prior to the Valuation Date, the Employee will not forfeit the Award PSUs upon such termination, but the following provisions of this Section 4(b) shall modify the determination and vesting of the Earned PSU Equivalent for the Employee:

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(i) the calculations provided in Section 3(c) hereof shall be performed as of the Valuation Date as if the Qualified Termination had not occurred;

(ii) other than in the case of the Employee's Retirement, the Earned PSU Equivalent calculated pursuant to Section 3(c) shall be multiplied by the Partial Service Factor (with the resulting number being rounded down to the nearest whole Performance Share Unit or, in the case of 0.5 of a Performance Share Unit, up to the next whole Performance Share Unit), and such adjusted number of Performance Share Units shall be deemed the Employee's Earned PSU Equivalent for all purposes under this Agreement; and

(iii) the Employee's Earned PSU Equivalent, as adjusted pursuant to Section 4(b)(ii) above, as applicable, shall no longer be subject to forfeiture pursuant to Section 3(d) hereof but will be subject to Section 3(e) hereof; as a result, if the Company's Total Shareholder Return is greater than 0% with respect to the Performance Period, the Employee's Earned PSU Equivalent, as adjusted pursuant to Section 4(b)(ii) above, as applicable, shall fully vest on the Determination Date.

(c) In the event of a Qualified Termination after the Valuation Date but prior to the Determination Date:

(i) the calculations provided in Section 3(c) hereof shall be performed as of the Valuation Date as if the Qualified Termination had not occurred; and

(ii) the Employee's Earned PSU Equivalent shall no longer be subject to forfeiture pursuant to Section 3(d) hereof but will be subject to Section 3(e) hereof; as a result, if the Company's Total Shareholder Return was greater than 0% with respect to the Performance Period, the Employee's Earned PSU Equivalent shall fully vest on Determination Date.

(d) In the event of a Qualified Termination after the Determination Date but prior to the first anniversary of the Valuation Date, the remaining unvested portion of the Employee's Earned PSU Equivalent shall no longer be subject to forfeiture pursuant to Section 3(d) hereof but will be subject to Section 3(e) hereof; as a result, if the Company's Total Shareholder Return was greater than 0% with respect to the Performance Period, the remaining unvested portion of the Employee's Earned PSU Equivalent shall fully vest on the date of the Qualified Termination.

(e) In the event of a termination of the Employee's Continuous Service other than due to a Qualified Termination, all Award PSUs except for those that, as of the date of such termination, both (i) have ceased to be subject to forfeiture pursuant to Sections 3(b) and (c) hereof and (ii) are vested pursuant to Section 3(d) or (e) hereof shall automatically and without notice terminate, be forfeited and be and become null and void, and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such Award PSUs.

5. Change in Control.

(a) If the Valuation Date occurs upon the date of a Change in Control, the provisions of Section 3 shall apply to determine the Earned PSU Equivalent except that (i)

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Section 3(e) shall not apply, such that Relative Performance alone shall determine the Earned PSU Equivalent, and (ii) if the Valuation Date occurs upon the date of a Change in Control on or before the first anniversary of the Effective Date, the Earned PSU Equivalent shall be prorated to reflect the portion of the Performance Period that had elapsed as of the date of such Change in Control. For the avoidance of doubt, if the Valuation Date occurs upon the date of a Change in Control after the first anniversary of the Effective Date, the Earned PSU Equivalent shall be determined as provided in the preceding sentence, but without proration of the Earned PSU Equivalent.

(b) The number of Earned PSU Equivalent determined under Section 3, as modified by Section 5(a), shall remain subject to vesting tied to Continuous Employment as provided in Section 3(d), except that the Employee shall become fully vested in the Earned PSU Equivalent if he is terminated without Cause or resigns for Good Reason within 18 months following the Change in Control.

(c) If the Change in Control occurs after the third anniversary of the Effective Date, and the Employee is terminated without Cause or resigns for Good Reason within 12 months following the Change in Control, the Employee shall become fully vested in any unvested portion of the Earned PSU Equivalent.

(d) Notwithstanding the foregoing, if the Earned PSU Equivalent does not remain outstanding after a Change in Control, then the Employee shall become fully vested in the Earned PSU Equivalent upon the consummation of the Change in Control.

6. Issuance of Shares; Certificates. As soon as practicable upon or following the date that Award PSUs vest in accordance with Section 3, Section 4 or Section 5, as applicable, but in no event later than 60 days following the applicable vesting date, or, in the case of Award PSUs that become vested on a Determination Date that follows the completion of the Performance Period, not later than March 15 of the year following the year in which the Performance Period ends, the Company shall deliver to the Employee (or, if applicable, to the Employee's legal representatives, beneficiaries or heirs) a certificate or electronic confirmation of ownership, as applicable, for the number of Shares represented by the vested Performance Share Units, subject to the terms and provisions of the Plan and this Award Agreement. No fractional Shares shall be issued under this Award Agreement. The Employee agrees that any resale of Shares received upon the expiration of the applicable Vesting Period 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).

7. Dividend Equivalent Rights. From the Grant Date until the Valuation Date or, to the extent the Award PSUs become earned and vested during the Extended Performance Period as set forth in Section 3(e), the Extended Valuation Date, the Employee shall be entitled to receive, upon the Company's payment of a dividend on its outstanding Shares, a dividend equivalent payment for each Award PSU held by the Employee as of the record date for such dividend equal to the product of ten percent (10%) and the per-share dividend paid on the Shares, which dividend equivalent payment

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shall be made to the Employee on or within 60 days of the record date for such dividend. Commencing on the Valuation Date or, to the extent the Award PSUs become earned and vested during the Extended Performance Period as set forth in Section 3(e), the Extended Valuation Date, the Employee shall be entitled to receive, upon the Company's payment of a dividend on its outstanding Shares, a dividend equivalent payment for each Award PSU held by the Employee as of the record date for such dividend equal to the per-share dividend paid on the Shares, which dividend equivalent payment shall be made to the Employee on or within 60 days of the record date for such dividend.

8. Tax Withholding. The Company or its applicable affiliate has the right to require prior to the issuance or delivery of any Shares that the Employee make arrangements satisfactory to the Company to satisfy any taxes required by law to be withheld from the Shares. Unless otherwise determined by the Committee, the Employee shall satisfy such withholding obligation by having the Company retain a number of Shares whose Fair Market Value equals the minimum statutory amount of taxes required by applicable law to be withheld. Any fraction of a Share required to satisfy such obligation shall be disregarded, and the amount due shall instead be paid in cash to or by the Employee, as the case may be.

9. Rights as Shareholder. Neither the Employee nor any person claiming under or through the Employee will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Employee. After such issuance, recordation and delivery, the Employee will have all the rights of a shareholder of the Company including with respect to voting such Shares and receipt of dividends and distributions on such Shares.

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. Section 409A. It is the Company's intent that the Performance Share Units be exempt from, or comply with, the requirements of Section 409A, and that the Award Agreement be administered and interpreted accordingly. If and to the extent that the Performance Share Units are determined by the Company to constitute "non qualified deferred compensation" subject to Section 409A and become vested by reason of the Employee's termination of employment, then (a) payment for the Performance Share Units shall be provided to the Employee only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if the Employee is a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment shall not be made or provided before the date that is six months after the date of the Employee's separation from service (or the Employee's earlier death) if such a delay is necessary to avoid the imposition of taxes under Section 409A.

12. Notice. Any notice to be given to the Company shall be addressed to the General Counsel, JBG SMITH Properties, 4747 Bethesda Avenue, 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

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such other address as the Company or the Employee may hereafter designate in writing to the other.

13. 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.

14. 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.

15. Transfer. None of the Performance Share 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"). Any attempted Transfer shall be null and void, and the Company shall not reflect on its records any change in record ownership of any Performance Share Units as a result of any such Transfer and shall otherwise refuse to recognize any such Transfer.

16. 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.

17. 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.

18. 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.

19. Amendment; Modification. This Award Agreement may only be modified or amended in a writing signed by the parties hereto, provided that the Employee acknowledges that the Plan may be amended or discontinued in accordance with the provisions thereof and that this Award Agreement may be amended or canceled by the Administrator, on behalf of the Company, in each case for the purpose of satisfying changes in law or for any other lawful purpose, so long as no such action shall adversely affect the Employee's rights under this Award Agreement without the Employee's written consent. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by the parties which are not set forth expressly in this Award Agreement. The failure of the Employee or the

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Company to insist upon strict compliance with any provision of this Award Agreement, or to assert any right the Employee or the Company, respectively, may have under this Award Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Award Agreement.

20. Complete Agreement. Other than as specifically stated herein or as otherwise set forth in any employment, change in control or other agreement or arrangement to which the Employee is a party which specifically refers to the Performance Share Units or to the treatment of compensatory equity held by the Employee generally, this Award Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embodies the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

21. 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 Award Agreement and any such employment agreement, the provisions of such employment agreement will govern. As further provided in Section 10, nothing herein shall imply that any employment agreement exists between the Employee and the Company or its affiliates.

22. 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 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.

23. 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 shareholders; (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.

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24. Acknowledgement. The Employee hereby acknowledges and agrees that this Award Agreement and the Performance Share Units issued hereunder shall constitute satisfaction in full of all obligations of the Company, if any, to grant to the Employee Performance Share Units pursuant to the terms of any written employment agreement or letter or other written offer or description of employment with the Company executed prior to or coincident with the date hereof.

[*signature page follows*]

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IN WITNESS WHEREOF, this Performance Share Unit 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

EMPLOYEE

Name:

[Employee Name]

[Signature Page to Performance Share Unit Agreement]

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Exhibit 10.43

FORM OF JBG SMITH PROPERTIES
2017 OMNIBUS SHARE PLAN
PERFORMANCE LTIP UNIT AGREEMENT

Name of Employee: (the "Employee")

No. of LTIP Units Awarded:

Grant Date: January 1, 2021

RECITALS

A. The Employee is an employee of JBG SMITH Properties, a Maryland real estate investment trust (the "Company") and provides services to JBG SMITH Properties LP, a Delaware limited partnership, through which the Company conducts substantially all of its operations (the "Partnership").

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, 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, 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. Upon the close of business on the Grant Date pursuant to this Performance LTIP Unit Agreement (this "Agreement"), the Employee shall receive the number of LTIP Units specified above (the "Award LTIP Units"), subject to the restrictions and conditions set forth herein, in the Plan and in the Partnership Agreement.

C. The exact number of LTIP Units earned under this award of OP Units (the "Award") shall be determined following the conclusion of the Performance Period (or the Extended Performance Period, if applicable) based on the Company's Total Shareholder Return and Relative Performance during the Performance Period (and on the Company's Total Shareholder Return during the Extended Performance Period, if applicable) as provided herein. Any LTIP Units not earned following the conclusion of the Performance Period (or Extended Performance Period, if applicable) will be forfeited and any additional LTIP Units owed to the Employee shall be issued as soon as reasonably practical following the end of the Performance Period.

NOW, THEREFORE, the Company, the Partnership and the Employee agree as follows:

1. Definitions. Capitalized terms used herein without definitions shall have the meanings given to those terms in the Plan. In addition, as used herein:

"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 Effective Date.

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"Cause" means, if not otherwise defined in the Employee's Service Agreement, if any, the Employee'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 (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 (iii) willful misconduct (including, but not limited to, a willful breach of the provisions of any agreement with the Company with respect to confidentiality, ownership of documents, non-competition or non-solicitation) that is materially economically injurious to the Company or its affiliates. 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.

"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 the 30 consecutive trading days 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.

"Common Units" means Common Partnership Units issued by the Partnership.

"Continuous Service" means the continuous service to the Employer, without interruption or termination, in any capacity of employee, or, with the written consent of the Committee, consultant. Continuous Service shall not be considered interrupted in the case of: (a) any approved leave of absence; (b) transfers among the Employers, or any successor, in any capacity of employee, or with the written consent of the Committee, as a member of the Board or a consultant; or (c) any change in status as long as the individual remains in the service of the Employer in any capacity of employee or (if the Committee specifically agrees in writing that the Continuous Service is not uninterrupted) as a member of the Board or a consultant. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

"Disability" means, if not otherwise defined in the Employee's Service Agreement, if any, if, as a result of the Employee's incapacity due to physical or mental illness, the Employee shall have been substantially unable to perform his duties for a continuous period of 180 days, and within 30 days after written notice of termination is given after such 180-day period, the Employee shall not have returned to the substantial performance of his duties on a full-time basis, the employment of the Employee is terminated by the Company.

"Distribution Participation Date" shall have the meaning set forth in the Partnership Agreement and in Section 6(b) hereof.

"Effective Date" means January 1, 2021.

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"Employer" means either the Company, the Partnership or any of their Subsidiaries that employ the Employee.

"Extended Performance Period" means the seven-year period beginning the day after the last day of the Performance Period.

"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.

"Good Reason" means, if not otherwise defined in the Employee's Service Agreement, if any, (a) a 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) the Company's material breach of the Agreement, provided, in each case, that the Employee terminates employment within 90 days after the Employee has actual knowledge of the occurrence, without the written consent of the 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).

"LTIP Unit Initial Sharing Percentage" shall have the meaning set forth in Section 6(c) hereof.

"Partial Service Factor" means a factor carried out to the sixth decimal to be used in calculating the number of LTIP Units earned pursuant to Section 3(c) hereof in the event of a Qualified Termination of the Employee's Continuous Service prior to the Valuation Date, determined by dividing (a) the number of calendar days that have elapsed since the Effective Date to and including the date of the Employee's Qualified Termination by (b) the number of calendar days from the Effective Date to and including the Valuation Date.

"Peer Companies" means the companies in the FTSE NAREIT Equity Office Index with a market capitalization at the beginning of the Performance Period greater than $400 million.

"Performance Period" means the period beginning on the Effective Date and ending on December 31, 2023.

"Relative Performance" means the Company's Total Shareholder Return relative to the Total Shareholder Return of the Peer Companies 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.

"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)

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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.

"Securities Act" means the Securities Act of 1933, as amended.

"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.

"Total Shareholder Return" means, for each of the Company and the Peer Companies, with respect any measurement 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 Effective Date, (b) reinvested each dividend and other distribution declared during such measurement 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 measurement period at the Common Share Price on such date, 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 7 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 7 that occur during the measurement 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.

"Valuation Date" means the earlier of (a) the last day of the Performance Period, or (b) the date upon which a Change of Control shall occur.

2. Effectiveness of Award. The Employee shall be admitted as a partner of the Partnership with beneficial ownership of the Award LTIP Units as of the Grant Date by (i) signing and delivering to the Partnership a copy of this Agreement and (ii) signing, as a Limited Partner, and delivering to the Partnership a counterpart signature page to the Partnership Agreement (attached hereto as Exhibit A). Upon execution of this Agreement by the Employee, the Partnership and the Company, the books and records of the Partnership shall reflect the issuance to the Employee of the Award LTIP Units. Thereupon, the Employee shall have all the rights of a Limited Partner of the Partnership with respect to a number of LTIP Units equal to the Award LTIP Units, as set forth in the Partnership Agreement, subject, however, to the restrictions and conditions specified in Section 3 below.

3. Vesting and Earning of Award LTIP Units.

(a) This Award is subject to performance vesting during the Performance Period and service vesting thereafter tied to Continuous Service of the Employee for one year after

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the last day of the Performance Period. The Award LTIP Units will be subject to forfeiture based on the Company's Total Shareholder Return and Relative Performance during the Performance Period, and Extended Performance Period, if applicable, as set forth in this Section 3, subject to Section 5 hereof in the event of a Change in Control.

(b) The number of Award LTIP Units earned will be determined based on the Total Shareholder Return for each of the Company and the Peer Companies as of the Valuation Date, as follows:

Relative Performance	Percentage of Award LTIP Units Earned
TSR equal to the 35th percentile of Peer Companies	25%
TSR equal to the 55th percentile of Peer Companies	50%
TSR equal to the 75th percentile of Peer Companies	100%

The Award will be forfeited in its entirety if the Relative Performance is below the 35th percentile of Peer Companies or as provided in Section 3(e) hereof. If the Relative Performance is between the 35th percentile and 55th percentile of Peer Companies, or between the 55th percentile and 75th percentile of Peer Companies, the percentage of the Award LTIP Units earned will be determined using linear interpolation as between those tiers, respectively.

(c) As soon as practicable following the Valuation Date, the Committee shall:

(i) determine the number of LTIP Units earned by the Employee.

(ii) determine the number of additional LTIP Units that would have accumulated if the Employee had received all distributions paid by the Partnership with respect to earned LTIP Units determined pursuant to clause (i) (reduced by the distributions actually paid with respect to the Award LTIP Units) and such distributions had been invested in Common Units at a price equal to the fair market value of one Common Unit on the ex-dividend date (together with the earned LTIP Units determined pursuant to clause (i), the "Earned LTIP Unit Equivalent"). Notwithstanding the foregoing, the Committee retains the discretion to pay out the value of the distributions determined pursuant to the preceding sentence in cash. In that event, the Earned LTIP Unit Equivalent shall refer to the earned LTIP Units determined pursuant to clause (i) only.

If the Earned LTIP Unit Equivalent is smaller than the number of Award LTIP Units previously issued to the Employee, then the Employee, as of the Valuation Date, shall forfeit a number of Award LTIP Units equal to the difference without payment of any consideration by the Partnership; thereafter the term Award LTIP Units will refer only to the Award LTIP Units that were not so forfeited and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in the LTIP Units that were so forfeited. If the Earned LTIP Unit Equivalent is greater than the number of Award LTIP Units previously issued to the

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Employee, then, upon the performance of the calculations set forth in this Section 3(c): (A) the Company shall cause the Partnership to issue to the Employee, as of the Valuation Date, a number of additional LTIP Units equal to the difference; (B) such additional LTIP Units shall be added to the Award LTIP Units previously issued, if any, and thereby become part of this Award (provided that such additional LTIP Units shall be treated as being issued as of the date they are actually issued for purposes of determining their holding period under the Partnership Agreement); (C) the Company and the Partnership shall take such corporate and partnership action as is necessary to accomplish the grant of such additional LTIP Units; and (D) thereafter the term Award LTIP Units will refer collectively to the Award LTIP Units, if any, issued prior to such additional grant plus such additional LTIP Units; provided that such issuance will be subject to the Employee confirming the truth and accuracy of the representations set forth in Section 13 hereof and executing and delivering such documents, comparable to the documents executed and delivered in connection with this Agreement, as the Company and/or the Partnership reasonably request in order to comply with all applicable legal requirements, including, without limitation, federal and state securities laws. If the Earned LTIP Unit Equivalent is the same as the number of Award LTIP Units previously issued to the Employee, then there will be no change to the number of Award LTIP Units under this Award pursuant to this Section 3.

(d) If any of the Award LTIP Units have been earned based on performance as provided in Section 3(b), subject to Section 3(e) and Section 4 hereof, the Earned LTIP Unit Equivalent shall become vested in the following amounts and at the following times, provided that the Continuous Service of the Employee continues through and on the applicable vesting date or the accelerated vesting date provided in Section 4 hereof, as applicable:

(i) 50 percent of the Earned LTIP Unit Equivalent shall become vested on the date the Committee determines the Earned LTIP Unit Equivalent;

(ii) 50 percent of the Earned LTIP Unit Equivalent shall become vested on the first anniversary of the Valuation Date.

(e)

(i) Notwithstanding any other provision in this Agreement, and subject to Section 5 hereof in the event of a Change of Control, if any of the Award LTIP Units have been earned based on Relative Performance as provided in Section 3(b) but the Company's Total Shareholder Return is 0% or less with respect to the Performance Period, then 50% of the Award LTIP Units determined pursuant to Sections 3(b) and 3(c) shall automatically and without notice be forfeited as of the Valuation Date. The remaining 50% of the Award LTIP Units determined pursuant to Sections 3(b) and 3(c) (the "Contingent Award LTIP Units") may become earned and vested only if the Company's Total Shareholder Return is positive within the Extended Performance Period. For purposes of the preceding sentence, the Company's Total Shareholder Return shall be measured at the end of each quarter during the Extended Performance Period, beginning with the first quarter following the end of the Performance Period, and it shall be measured on a cumulative basis from the beginning of the Performance Period through the end of each most recently completed quarter. If the Company's Total Shareholder Return is positive within the Extended Performance Period, then the Contingent Award LTIP Units shall become earned as soon as reasonably practicable, but no later than thirty (30) days, following the end of the first quarter during which the Company's Total Shareholder Return is positive (such date, the

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"Extended Valuation Date"). In addition, the Committee shall, on such Extended Valuation Date, determine the number of additional LTIP Units that would have accumulated if the Employee had received all distributions paid by the Partnership with respect to the Contingent Award LTIP Units (reduced by the distributions actually paid with respect to the Contingent Award LTIP Units) and such distributions had been invested in Common Units at a price equal to the fair market value of one Common Unit on the ex-dividend date, and such number of additional LTIP Units together with the Contingent Award LTIP Units shall be treated as the Award LTIPs for all purposes under this Agreement following the Extended Valuation Date. Notwithstanding the foregoing, the Committee retains the discretion to pay out the value of the distributions determined pursuant to the preceding sentence in cash, in which case the Award LTIP Units shall refer to the number of Contingent Award LTIP Units only following the Extended Valuation Date. Such Award LTIP Units shall become vested on the Extended Valuation Date.

(ii) If the Company's Total Shareholder Return is not positive within the Extended Performance Period, then notwithstanding Sections 3(b) and 3(c), the Award and the Contingent Award LTIP Units shall, without payment of any consideration by the Partnership, automatically and without notice be forfeited and be and become null and void as of the last day of the Extended Performance Period, and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in the Award or any Contingent Award LTIP Units.

(f) Any Award LTIP Units that do not become vested pursuant to Section 3(d), Section 3(e) or Section 4 hereof shall, without payment of any consideration by the Partnership, automatically and without notice be forfeited and be and become null and void, and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Award LTIP Units.

4. Termination of Employee's Service Relationship; Death and Disability.

(a) If the Employee is a party to a Service Agreement that addresses treatment of the Award LTIP Units 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 that apply to the Award LTIP Unit will govern. If the Employee is not a party to a Service Agreement that addresses treatment of the Award LTIP Unit on a termination of employment, Sections 4(b) through 4(d) hereof shall govern the treatment of the Employee's Award 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 Award LTIP Units that have not previously been forfeited, effective immediately prior to such event.

(b) Except as otherwise provided in any Service Agreement between the Employee and the Company or its affiliate, in the event of a termination of the Employee's Continuous Service by (A) the Employer without Cause after the first anniversary of the Grant Date, (B) the Employee for Good Reason after the first anniversary of the Grant Date, (C) the Employee's Retirement, (D) the Employee's death, or (E) the Employee's Disability, in each case prior to the Valuation Date (each, a "Qualified Termination"), the Employee will not forfeit the Award LTIP Units upon such termination, but the following

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provisions of this Section 4(b) shall modify the determination and vesting of the Earned LTIP Unit Equivalent for the Employee:

(i) the calculations provided in Section 3(c) hereof shall be performed as of the Valuation Date as if the Qualified Termination had not occurred;

(ii) other than in the case of the Employee's Retirement, the Earned LTIP Unit Equivalent calculated pursuant to Section 3(c) shall be multiplied by the Partial Service Factor (with the resulting number being rounded to the nearest whole LTIP Unit or, in the case of 0.5 of a unit, up to the next whole unit), and such adjusted number of LTIP Units shall be deemed the Employee's Earned LTIP Unit Equivalent for all purposes under this Agreement; and

(iii) the Employee's Earned LTIP Unit Equivalent, as adjusted pursuant to Section 4(b)(ii) above, as applicable, shall no longer be subject to forfeiture pursuant to Section 3(d) hereof but will be subject to Section 3(e) hereof; provided that, notwithstanding that the Continuous Service requirement pursuant to Section 3(d) hereof will not apply to the Employee after the effective date of a Qualified Termination, except in the case of death or Disability, the Employee will not have the right to Transfer (as defined in Section 23 hereof) his or her Award LTIP Units or request redemption of his or her Common Units under the Partnership Agreement until such dates as of which his or her Earned LTIP Unit Equivalent, as adjusted pursuant to Section 4(b)(ii) above, as applicable, would have become vested pursuant to Section 3(d), or become earned and vested pursuant to Section 3(e), if applicable, absent a Qualified Termination. For the avoidance of doubt, the purpose of this Section 4(b)(iii) is to prevent a situation where Employees who have had a Qualified Termination would be able to realize the value of their Award LTIP Units or Common Units (through Transfer or redemption) before other Employees whose Continuous Service continues through the applicable vesting dates set forth in Section 3(d) and Section 3(e) hereof.

(c) In the event of a Qualified Termination after the Valuation Date, all unvested Award LTIP Units that have not previously been forfeited pursuant to the calculations set forth in Section 3(c) hereof shall no longer be subject to forfeiture pursuant to Section 3(d) hereof but will be subject to Section 3(e) hereof; provided that, notwithstanding that no Continuous Service requirement pursuant to Section 3(d) hereof will apply to the Employee after the effective date of a Qualified Termination, except in the case of death or Disability, the Employee will not have the right to Transfer (as defined in Section 23 hereof) his or her Award LTIP Units or request redemption of his or her Common Units under the Partnership Agreement until such dates as of which his or her Earned LTIP Unit Equivalent would have become vested pursuant to Section 3(d) or become earned and vested pursuant to Section 3(e), if applicable, absent a Qualified Termination. For the avoidance of doubt, the purpose of this Section 4(c) is to prevent a situation where Employees who have had a Qualified Termination would be able to realize the value of their Award LTIP Units or Award Common Units (through Transfer or redemption) before other grantees of Earned LTIP awards whose Continuous Service continues through the applicable vesting dates set forth in Section 3(d) and Section 3(e) hereof.

(d) In the event of a termination of the Employee's Continuous Service other than a Qualified Termination, all Award LTIP Units except for those that, as of the date at such termination, both (i) have ceased to be subject to forfeiture pursuant to Sections 3(b) and (c) hereof and (ii) are vested pursuant to Section 3(d) or 3(e) hereof shall, without payment of any consideration by the Partnership, automatically and without notice

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terminate, be forfeited and be and become null and void, and neither the Employee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such Award LTIP Units.

5. Change in Control.

(a) If the Valuation Date occurs upon the date of a Change in Control, the provisions of Section 3 shall apply to determine the Earned LTIP Unit Equivalent except that (i) Section 3(e) shall not apply, such that Relative Performance alone shall determine the Earned LTIP Unit Equivalent, and (ii) if the Valuation Date occurs upon the date of a Change in Control on or before the first anniversary of the Effective Date, the Earned LTIP Unit Equivalent shall be prorated to reflect the portion of the Performance Period that had elapsed as of the date of such Change in Control. For the avoidance of doubt, if the Valuation Date occurs upon the date of a Change in Control after the first anniversary of the Effective Date, the Earned LTIP Unit Equivalent shall be determined as provided in the preceding sentence, but without proration of the Earned LTIP Unit Equivalent.

(b) The number of Earned LTIP Unit Equivalent determined under Section 3, as modified by Section 5(a), shall remain subject to vesting tied to Continuous Employment as provided in Section 3(d), except that the Employee shall become fully vested in the Earned LTIP Unit Equivalent if he is terminated without Cause or resigns for Good Reason within 18 months following the Change in Control.

(c) If the Change in Control occurs after the third anniversary of the Effective Date, and the Employee is terminated without Cause or resigns for Good Reason within 12 months following the Change in Control, the Employee shall become fully vested in any unvested portion of the Earned LTIP Unit Equivalent.

(d) Notwithstanding the foregoing, if the Earned LTIP Unit Equivalent does not remain outstanding after a Change in Control, then the Employee shall become fully vested in the Earned LTIP Unit Equivalent upon the consummation of the Change in Control.

6. Distribution Participation Date and LTIP Unit Initial Sharing Percentage.

(a) The holder of the Award LTIP Units shall be entitled to receive distributions and allocations with respect to such Award LTIP Units to the extent provided for in the Partnership Agreement, including Exhibit E thereof, as modified hereby.

(b) The Distribution Participation Date with respect to such Award LTIP Units shall be the Valuation Date or, to the extent the Award LTIP Units become earned and vested during the Extended Performance Period as set forth in Section 3(e), the Extended Valuation Date. Accordingly, for the avoidance of doubt, from the Grant Date until the Distribution Participation Date, the holder of the Award LTIP Units shall only be entitled to certain distributions and allocations described in, and pursuant to, Sections 2.A. and 3 of Exhibit E to the Partnership Agreement with respect to an Award LTIP Unit in an amount equal to the product of the LTIP Unit Initial Sharing Percentage for such Award LTIP Unit and the amount otherwise distributable or allocable with respect to such Award LTIP Unit.

(c) The LTIP Unit Initial Sharing Percentage shall be ten percent (10%). For the avoidance of doubt, after the Valuation Date (or, to the extent the Award LTIP Units become earned and vested during the Extended Performance Period as set forth in Section

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3(e), the Extended Valuation Date), Award LTIP Units, both vested and (until and unless forfeited pursuant to Section 3(f) or Section 4(d)) unvested, shall be entitled to receive the same distributions payable with respect to Common Units if the payment date for such distributions is after the Distribution Participation Date, even though the record date for such distributions is before the Distribution Participation Date.

(d) All distributions paid with respect to Award LTIP Units, both before and after the Distribution Participation Date, shall be fully vested and non-forfeitable when paid, whether or not the underlying LTIP Units have been earned based on performance or have become vested based on the passage of time as provided in Section 3 or Section 4 hereof.

7. Certain Adjustments. The 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 the 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 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: (A) adjustments in the LTIP Units; and (B) substitution of other awards under the Plan or otherwise. In the event of any change in the outstanding 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 Common Partnership Units, shares or other securities received by the Employee with respect to the applicable Award LTIP Unit which have not been earned or still subject to a risk of forfeiture will be subject to the same restrictions as the Award LTIP Units with respect to an equivalent number of shares or securities and shall be deposited with the Company.

8. Incorporation of Plan; Interpretation by Administrator. This Agreement is subject to the terms, conditions, limitations and definitions contained in the Plan, to the extent not inconsistent with the terms of this Agreement. In the event of any discrepancy or inconsistency between this Agreement and the Plan, the terms and conditions of this Agreement shall control. The Administrator may make such rules and regulations and establish such procedures for the administration of this Agreement, which are consistent with the terms of this Agreement, as it deems appropriate.

9. Certificates; Legend. Each certificate, if any, issued in respect of the Restricted LTIP Units awarded under this 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 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 LTIP Units that vested upon the expiration of such Vesting Period. The records

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of the Partnership and any other documentation evidencing the Award LTIP Units shall bear an appropriate legend, as determined by the Partnership in its sole discretion, to the effect that such LTIP Units are subject to restrictions as set forth herein, in the Plan and in the Partnership Agreement.

10. Tax Withholding. The Company or its applicable affiliate (including the Partnership) has the right 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.

11. Amendment; Modification. This Agreement may only be modified or amended in a writing signed by the parties hereto, provided that the Employee acknowledges that the Plan may be amended or discontinued in accordance with the provisions thereof and that this Agreement may be amended or canceled by the Administrator, on behalf of the Company and the Partnership, in each case for the purpose of satisfying changes in law or for any other lawful purpose, so long as no such action shall adversely affect the Employee's rights under this Agreement without the Employee's written consent. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by the parties which are not set forth expressly in this Agreement. The failure of the Employee or the Company or the Partnership to insist upon strict compliance with any provision of this Agreement, or to assert any right the Employee or the Company or the Partnership, respectively, may have under this Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

12. Complete Agreement. Other than as specifically stated herein or as otherwise set forth in any employment, change in control or other agreement or arrangement to which the Employee is a party which specifically refers to the Award LTIP Units or to the treatment of compensatory equity held by the Employee generally, this Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

13. Investment Representation; Registration. The Employee agrees that any resale of the LTIP Units received upon the expiration of the applicable Vesting Period (or the Shares) received upon redemption of or in exchange for LTIP Units or Common 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, or an applicable exemption therefrom, including, without limitation, the exemption provided by Rule 144 promulgated thereunder (or any successor rule). The Employee hereby makes the

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covenants, representations and warranties set forth on Exhibit B attached hereto as of the Grant Date. All of such covenants, warranties and representations shall survive the execution and delivery of this Agreement by the Employee. The Employee shall promptly notify the Partnership upon discovering that any of the representations or warranties set forth on Exhibit B was false when made or have, as a result of changes in circumstances, become false. The Partnership will have no obligation to register under the Securities Act any of the Award LTIP Units or any other securities issued pursuant to this Agreement or upon conversion or exchange of the Award LTIP Units into other limited partnership interests of the Partnership.

14. 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.

15. No Limit on Other Compensation Arrangements. Nothing contained in this Agreement shall preclude the Company from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

16. Status of Award LTIP Units under the Plan. The Award 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 partnership units into which Award 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.

17. 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.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

19. 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.

20. Notices. Any notice to be given to the Company shall be addressed to the General Counsel, JBG SMITH Properties, 4445 Willard Avenue, Suite 400, Chevy Chase, Maryland 20815, 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

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Company, or at such other address as the Company or the Employee may hereafter designate in writing to the other.

21. 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.

22. 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.

23. 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 (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 LTIP Units not in accordance with the terms and conditions of this Section 23 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.

24. Data Privacy Consent. In order to administer the Plan and this 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 Agreement (the "Relevant Information"). By entering into this 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 Agreement, and the Company and its agents will keep the Relevant Information confidential except as specifically authorized under this paragraph.

25. Electronic Delivery of Documents. By accepting this Agreement, the Employee (i) consents to the electronic delivery of this 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.

26. 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 Award LTIP Units over the amount paid for them

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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.

27. 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]

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IN WITNESS WHEREOF, this Performance LTIP Unit 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:

[Employee Name]

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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 Limited Partnership Agreement, dated as of July 17, 2017, 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 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: January [ ], 2021

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 information statement filed with the Securities and Exchange Commission relating to the transactions contemplated by the Master Transaction Agreement (the "Transaction Agreement") dated as of October 31, 2016 between Vornado Realty Trust and Vornado Realty L.P., JBG Properties Inc., a Maryland corporation and JBG/Operating Partners, L.P., a Delaware limited partnership, together with certain JBG entities, and JBG SMITH Properties and JBG SMITH Properties LP;

(ii) Each of the Quarterly Report(s) on Form 10-Q of the Company;

(iii) Each of the Current Report(s) on Form 8-K of the Company and the Partnership, if any, filed since the beginning of the current fiscal year;

(iv) The Partnership Agreement; and

(v) 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.

(ii) The Employee understands that (A) the Employee is responsible for consulting his own tax advisors with respect to the application of

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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

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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.

(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.

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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: [Employee 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 1, 2021. The taxable year to which this election relates is calendar year 2021.

4. Nature of restrictions to which the LTIP Units are subject:

   (a) With limited exceptions, until the LTIP Units vest, the Taxpayer may not transfer in any manner any portion of the LTIP Units without the consent of the Partnership.

   (b) The Taxpayer's LTIP Units vest in accordance with the vesting provisions described in the Schedule attached hereto. Unvested 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 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:

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SCHEDULE TO EXHIBIT C

Vesting Provisions of LTIP Units

The LTIP Units are subject to performance-based vesting criteria, based on certain absolute and relative total shareholder return thresholds, and subsequent time-based vesting criteria, provided that the Taxpayer remains an employee of JBG SMITH Properties or its affiliate through the relevant vesting periods, 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 LTIP Units are subject to forfeiture in the event of failure to vest based on the failure to satisfy the applicable performance goals and 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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Exhibit 21.1

SUBSIDIARIES OF THE REGISTRANT
JBG SMITH PROPERTIES
as of December 31, 2020

	Entity	State of Organization
1	1101 Fern Street, L.L.C.	Delaware
2	1200 Eads Street LLC	Delaware
3	1200 Eads Street Sub LLC	Delaware
4	1229-1231 25th Street, L.L.C.	Delaware
5	1244 South Capitol Residential, L.L.C.	Delaware
6	1250 First Street Office, L.L.C.	Delaware
7	1263 First Street Office, L.L.C.	Delaware
8	1400 Eads Street LLC	Delaware
9	1400 Eads Street Sub LLC	Delaware
10	1460 Richmond Highway, L.L.C.	Delaware
11	151 Q Street Co-Investment, L.P.	Delaware
12	151 Q Street REIT, L.L.C.	Delaware
13	151 Q Street Residential, L.L.C.	Delaware
14	1510 N. Pierce, L.L.C.	Delaware
15	1601 Fairfax Drive, L.L.C.	Delaware
16	1730 M Lessee, L.L.C.	Delaware
17	1770 Crystal Drive, L.L.C.	Virginia
18	1776 Seed Investors, LP	Delaware
19	1800 Rockville Residential, L.L.C.	Delaware
20	1800 S. Bell, L.L.C.	Virginia
21	2301 Richmond Highway, L.L.C.	Delaware
22	2868 Fort Scott Drive, L.L.C.	Delaware
23	220 S. 20th Street Member, L.L.C.	Delaware
24	220 S. 20th Street, L.L.C.	Delaware
25	2101 L STREET, L.L.C.	Delaware
26	50 Patterson Office, L.L.C.	Delaware
27	51 N 50 Patterson Corporate Member, L.L.C.	Delaware
28	51 N 50 Patterson Holdings, L.L.C.	Delaware
29	51 N Residential, L.L.C.	Delaware
30	5640 Fishers Associates, L.L.C.	Delaware
31	5640 Fishers GP, L.L.C.	Delaware
32	75 New York Avenue, L.L.C.	Delaware
33	7200 Wisconsin Condo Association, Inc.	Maryland
34	7900 Wisconsin Residential, L.L.C.	Delaware
35	Arna-Eads, L.L.C.	Delaware
36	Arna-Fern, L.L.C.	Delaware
37	Ashley House Member, L.L.C.	Delaware
38	Ashley House Residential, L.L.C.	Delaware
39	Atlantic AB Holdings, L.L.C.	Delaware
40	Atlantic AB Services, L.L.C.	Delaware
41	Atlantic Residential A, L.L.C.	Delaware
42	Atlantic Residential C, L.L.C.	Delaware
43	Atlantic Retail B, L.L.C.	Delaware
44	Blue Lion Cell 2, PC	District of Columbia
45	Blue Lion 1, IC, L.L.C.	District of Columbia
46	Blue Lion PCC, LLC	District of Columbia

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47	Bowen Building, L.P.	Delaware
48	Building Maintenance Service LLC	Delaware

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	Entity	State of Organization
49	Central Place Office, L.L.C.	Delaware
50	Central Place REIT, L.L.C.	Delaware
51	Central Place TRS, L.L.C.	Delaware
52	CESC 1101 17th Street L.L.C.	Delaware
53	CESC 1101 17th Street L.P.	Maryland
54	CESC 1101 17th Street Manager L.L.C.	Delaware
55	CESC 1150 17th Street L.L.C.	Delaware
56	CESC 1150 17th Street Manager, L.L.C.	Delaware
57	CESC 1730 M Street L.L.C.	Delaware
58	CESC 2101 L Street L.L.C.	Delaware
59	CESC Commerce Executive Park L.L.C.	Delaware
60	CESC Crystal Square Four L.L.C.	Delaware
61	CESC Crystal/Rosslyn L.L.C.	Delaware
62	CESC Crystal Rosslyn II, L.L.C.	Delaware
63	CESC District Holdings L.L.C.	Delaware
64	CESC Downtown Member L.L.C.	Delaware
65	CESC Engineering TRS, L.L.C.	Delaware
66	CESC Gateway One L.L.C.	Delaware
67	CESC Gateway Two Limited Partnership	Virginia
68	CESC Gateway Two Manager L.L.C.	Virginia
69	CESC Gateway/Square L.L.C.	Delaware
70	CESC Gateway/Square Member L.L.C.	Delaware
71	CESC H Street L.L.C.	Delaware
72	CESC Mall L.L.C.	Virginia
73	CESC Mall Land L.L.C.	Delaware
74	CESC One Courthouse Plaza Holdings LLC	Delaware
75	CESC One Courthouse Plaza L.L.C.	Delaware
76	CESC One Democracy Plaza L.P.	Maryland
77	CESC One Democracy Plaza Manager L.L.C.	Delaware
78	CESC Park Five Land L.L.C.	Delaware
79	CESC Park Five Manager L.L.C.	Virginia
80	CESC Park Four Land L.L.C.	Delaware
81	CESC Park Four Manager L.L.C.	Virginia
82	CESC Park One Land L.L.C.	Delaware
83	CESC Park One Manager L.L.C.	Delaware
84	CESC Park Three Land L.L.C.	Delaware
85	CESC Park Three Manager L.L.C.	Virginia
86	CESC Park Two L.L.C.	Delaware
87	CESC Park Two Land L.L.C.	Delaware
88	CESC Plaza Five Limited Partnership	Virginia
89	CESC Plaza Limited Partnership	Virginia
90	CESC Plaza Manager L.L.C.	Virginia
91	CESC Potomac Yard LLC	Delaware
92	CESC Square L.L.C.	Virginia
93	CESC TRS, L.L.C.	Delaware
94	CESC Two Courthouse Plaza Limited Partnership	Virginia
95	CESC Two Courthouse Plaza Manager L.L.C.	Delaware
96	CESC Water Park L.L.C.	Virginia
97	Charles E. Smith Commercial Realty L.P.	Delaware
98	Crystal Gateway 3 Owner, L.L.C.	Delaware
99	Crystal Tech Fund LP	Delaware
100	Fairways I Residential, L.L.C.	Delaware

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	Entity	State of Organization
102	Fairways Residential REIT, L.L.C.	Delaware
103	Falkland Chase Residential I, L.L.C.	Delaware
104	Falkland Chase Residential II, L.L.C.	Delaware
105	Falkland/REC Holdco, L.L.C.	Delaware
106	Falkland/REC Holdco Member, L.L.C.	Delaware
107	Falkland Road Residential, L.L.C.	Delaware
108	Fifth Crystal Park Associates Limited Partnership	Virginia
109	First Crystal Park Associates Limited Partnership	Virginia
110	Florida Avenue Residential, L.L.C.	Delaware
111	Fort Totten North, L.L.C.	Delaware
112	Fourth Crystal Park Associates Limited Partnership	Virginia
113	H Street Building Corporation	Delaware
114	H Street Management LLC	Delaware
115	James House Member, L.L.C.	Delaware
116	James House Residential, L.L.C.	Delaware
117	JBG Associates, L.L.C.	Delaware
118	JBG Core Venture I, L.P.	Delaware
119	JBG SMITH Impact Manager, L.L.C.	Delaware
120	JBG SMITH PROPERTIES	Maryland
121	JBG SMITH PROPERTIES LP	Delaware
122	JBG Urban, L.L.C.	Delaware
123	JBG/151 Q Street Services, L.L.C.	Delaware
124	JBG/1233 20th Street, L.L.C.	Delaware
125	JBG/1250 First Member, L.L.C.	Delaware
126	JBG/12511 Parklawn, L.L.C.	Delaware
127	JBG/1300 First Street, L.L.C.	Delaware
128	JBG/1600 K Member, L.L.C.	Delaware
129	JBG/1600 K, L.L.C.	District of Columbia
130	JBG/1831 Wiehle, L.L.C.	Delaware
131	JBG/1861 Wiehle Lessee, L.L.C.	Delaware
132	JBG/55 New York Avenue, L.L.C.	Delaware
133	JBG/6th Street Associates, L.L.C.	Delaware
134	JBG/7200 Wisconsin Mezz, L.L.C.	Delaware
135	JBG/7200 Wisconsin, L.L.C.	Maryland
136	JBG/7900 Wisconsin Member, L.L.C.	Delaware
137	JBG/Asset Management, L.L.C.	Delaware
138	JBG Associates, L.L.C.	Delaware
139	JBG/Atlantic Developer, L.L.C.	Delaware
140	JBG/Atlantic Fund, L.P.	Delaware
141	JBG/Atlantic GP, L.L.C.	Delaware
142	JBG/Atlantic Investor, L.L.C.	Delaware
143	JBG/Atlantic REIT, L.L.C.	Delaware
144	JBG/BC 5640, L.P.	Delaware
145	JBG/BC Chase Tower, L.P.	Delaware
146	JBG/BC GP, L.L.C.	Delaware
147	JBG/BC Investor, L.P.	Delaware
148	JBG/Bethesda Avenue, L.L.C.	Delaware
149	JBG/Commercial Management, L.L.C.	Delaware
150	JBG/Core I GP, L.L.C.	Delaware
151	JBG/Core I LP, L.L.C.	Delaware
152	JBG/Courthouse Metro, L.L.C.	Delaware
153	JBG/Development Group, L.L.C.	Delaware
154	JBG/Development Services, L.L.C.	Delaware

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	Entity	State of Organization
155	JBG/Fort Totten Member, L.L.C.	Delaware
156	JBG/Foundry Office REIT, L.L.C.	Delaware
157	JBG/Foundry Office, L.L.C.	Delaware
158	JBG/Foundry Office Services, L.L.C.	Delaware
159	JBG/Fund IX Transferred, L.L.C.	Delaware
160	JBG/Fund VI Transferred, L.L.C.	Delaware
161	JBG/Fund VII Transferred, L.L.C.	Delaware
162	JBG/Fund VIII Services, L.L.C.	Delaware
163	JBG/Fund VIII Transferred, L.L.C.	Delaware
164	JBG/Fund VIII Trust	Maryland
165	JBG/Hatton Retail, L.L.C.	Delaware
166	JBG/L'Enfant Plaza Member, L.L.C.	Delaware
167	JBG/L'Enfant Plaza Mezzanine, L.L.C.	Delaware
168	JBG/LEP Southeast, L.L.C.	Delaware
169	JBG/LEP Southeast Manager, L.L.C.	Delaware
170	JBG/Lionhead, L.L.C.	Delaware
171	JBG/N & Patterson Member, L.L.C.	Delaware
172	JBG/Nicholson Lane East II, L.L.C.	Delaware
173	JBG/Nicholson Lane East, L.L.C.	Delaware
174	JBG/Nicholson Lane West, L.L.C.	Delaware
175	JBG/Nicholson Member, L.L.C.	Delaware
176	JBG/Pickett Office REIT, L.L.C.	Delaware
177	JBG/Pickett Office, L.L.C.	Delaware
178	JBG/Residential Management, L.L.C.	Delaware
179	JBG/Reston Executive Center, L.L.C.	Delaware
180	JBG/Retail Management, L.L.C.	Maryland
181	JBG/Rosslyn Gateway North, L.L.C.	Delaware
182	JBG/Rosslyn Gateway South, L.L.C.	Delaware
183	JBG/Shay Retail, L.L.C.	Delaware
184	JBG/Sherman Member, L.L.C.	Delaware
185	JBG/Tenant Services, L.L.C.	Delaware
186	JBG/Twinbrook Metro, L.LC.	Maryland
187	JBG/UDM Transferred, L. L. C.	Delaware
188	JBG/Urban TRS, L.L.C.	Delaware
189	JBG/West Half Residential Member, L.L.C.	Delaware
190	JBG/Woodbridge REIT, L.L.C.	Delaware
191	JBG/Woodbridge Retail, L.L.C.	Delaware
192	JBG/Woodbridge Services, L.L.C.	Delaware
193	JBG/Woodbridge, L.L.C.	Delaware
194	JBG/Woodmont II, L.L.C.	Delaware
195	JBGS/1235 South Clark, L.L.C.	Delaware
196	JBGS Employee Company, L.L.C.	Delaware
197	JBGS Hotel Operator L.L.C.	Delaware
198	JBGS Warner GP, L.L.C.	Delaware
199	JBGS/1101 South Capitol, L.L.C.	Delaware
200	JBGS/17th Street Holdings, L.P.	Delaware
201	JBGS/17th Street, L.L.C.	Delaware
202	JBGS/1900 N GP, L.L.C.	Delaware
203	JBGS/1900 N, L.L.C.	Delaware
204	JBGS/1900 N Member, L.P.	Delaware
205	JBGS/1900 N REIT, L.L.C.	Delaware
206	JBGS/Bowen GP, L.L.C.	Delaware
207	JBGS/Bowen II, L.L.C.	Delaware

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	Entity	State of Organization
208	JBGS/Bowen, L.L.C.	Delaware
209	JBGS/Capitol Point TDR Holdings, L.L.C.	Delaware
210	JBGS/CES Management, L.L.C.	Delaware
211	JBGS/CIM Wardman Owner Member, L.L.C.	Delaware
212	JBGS/Commercial Realty GEN-PAR, L.L.C.	Delaware
213	JBGS/Company Manager, L.L.C.	Delaware
214	JBGS/Courthouse I, L.L.C.	Delaware
215	JBGS/Courthouse II, L.L.C.	Delaware
216	JBGS/Fund VIII REIT Management Services, L.L.C.	Delaware
217	JBGS/Hotel Operator, L.L.C.	Delaware
218	JBGS/Hotel Owner, L.L.C.	Delaware
219	JBGS/IB Holdings, L.L.C.	Delaware
220	JBGS/KMS Holdings, L.L.C.	Delaware
221	JBGS/Management OP, L.P.	Virginia
222	JBGS/OP Management Services, L.L.C.	Delaware
223	JBGS/Pentagon Plaza, L.L.C.	Virginia
224	JBGS/Pickett Services, L.L.C.	Delaware
225	JBGS/Recap GP L.L.C.	Delaware
226	JBGS/Recap, L.L.C.	Delaware
227	JBGS/TRS, L.L.C.	Delaware
228	JBGS/Wardman Owner Member, L.L.C.	Delaware
229	JBGS/Warner Acquisition, L.L.C.	Delaware
230	JBGS/Warner GP, L.L.C.	Delaware
231	JBGS/Warner Holdings, L.P.	Delaware
232	JBGS/Warner, L.L.C.	Delaware
233	JBGS/Waterfront Holdings, L.L.C.	Delaware
234	Kaempfer Management Services, LLC	Delaware
235	Landbay G Declarant, L.L.C.	Virginia
236	LBG Parcel A, L.L.C.	Delaware
237	LBG Parcel B, L.L.C.	Delaware
238	LBG Parcel E, L.L.C.	Delaware
239	LBG Parcel G, L.L.C.	Delaware
240	LBG Parcel H, L.L.C.	Delaware
241	LEP Manager, L.L.C.	Delaware
242	Market Square Fairfax MM LLC	Delaware
243	National Landing Business Owners' Association	Virginia
244	National Landing Development, L.L.C.	Delaware
245	New Kaempfer 1501 LLC	Delaware
246	New Kaempfer IB LLC	Delaware
247	New Kaempfer Waterfront LLC	Delaware
248	NL Hotel TRS Sub, L.L.C.	Delaware
249	North Glebe Office, L.L.C.	Delaware
250	Park One Member L.L.C.	Delaware
251	Potomac Creek Associates, L.L.C.	Delaware
252	Potomac House Member, L.L.C.	Delaware
253	Potomac House Residential, L.L.C.	Delaware
254	PY Landbay H, L.L.C.	Delaware
255	PY RR Land, L.L.C.	Delaware
256	Rosslyn Gateway Hotel, L.L.C.	Delaware
257	Rosslyn Gateway Residential, L.L.C.	Delaware
258	SEAD, L.L.C.	Delaware
259	Sherman Avenue, L.L.C.	District of Columbia
260	SINEWAVE VENTURES FUND I, L.P.	Delaware

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	Entity	State of Organization
261	Smart City, L.L.C.	Delaware
262	SMB Tenant Services, LLC	Delaware
263	South Capitol L.L.C.	Delaware
264	The Commerce Metro Park Association of Co-Owners	Virginia
265	Third Crystal Park Associates Limited Partnership	Virginia
266	Twinbrook Commons Office, L.L.C.	Delaware
267	Twinbrook Commons Residential 1B, L.L.C.	Delaware
268	Twinbrook Commons Residential North, L.L.C.	Delaware
269	Twinbrook Commons Residential South, L.L.C.	Delaware
270	Twinbrook Commons Residential West, L.L.C.	Delaware
271	Twinbrook Commons, L.L.C.	Delaware
272	UBI Management LLC	Delaware
273	Universal Bldg., North, Inc.	District of Columbia
274	Universal Building, Inc.	District of Columbia
275	Wardman Hotel Owner, L.L.C.	Delaware
276	Warner Investments, L.P.	Delaware
277	Washington CESC TRS, L.L.C.	Delaware
278	Washington CT Fund GP LLC	Delaware
279	WASHINGTON HOUSING INITIATIVE IMPACT POOL, L.L.C.	Delaware
280	Washington Housing Initiative Impact Pool Workforce, L.L.C.	Delaware
281	Washington Mart TRS, L.L.C.	Delaware
282	WATERFRONT 375 M STREET, LLC	Delaware
283	WATERFRONT 425 M STREET, LLC	Delaware
284	West Half Residential II, L.L.C.	Delaware
285	West Half Residential III, L.L.C.	Delaware

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Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-220507 on Form S-8 and Registration Statement No. 333-226023 on Form S-3 of our reports dated February 23, 2021, 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, 2020.

/s/ Deloitte & Touche LLP
McLean, Virginia
February 23, 2021

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Exhibit 31.1

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 23, 2021

/s/ W. Matthew Kelly
W. Matthew Kelly
Chief Executive Officer
(Principal Executive Officer)

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Exhibit 31.2

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 23, 2021

/s/ M. Moina Banerjee

M. Moina Banerjee
Chief Financial Officer
(Principal Financial Officer)

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Exhibit 32.1

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, 2020 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 23, 2021	/s/ W. Matthew Kelly W. Matthew Kelly Chief Executive Officer
February 23, 2021	/s/ M. Moina Banerjee M. Moina Banerjee Chief Financial Officer

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Cover Page - USD ($) $ / shares in Units, $ in Billions	12 Months Ended Dec. 31, 2020	Feb. 19, 2021	Jun. 30, 2020
Cover page.			
Document Type	10-K		
Document Annual Report	true		
Document Period End Date	Dec. 31, 2020		
Document Transition Report	false		
Entity File Number	001-37994		
Entity Registrant Name	JBG SMITH PROPERTIES		
Entity Incorporation, State or Country Code	MD		
Entity Tax Identification Number	81-4307010		
Entity Address, Address Line One	4747 Bethesda Avenue		
Entity Address, Address Line Two	Suite 200		
Entity Address, City or Town	Bethesda		
Entity Address, State or Province	MD		
Entity Address, Postal Zip Code	20814		
City Area Code	240		
Local Phone Number	333-3600		
Title of 12(b) Security	Common Shares, par value $0.01 per share		
Trading Symbol	JBGS		
Security Exchange Name	NYSE		
Entity Well-known Seasoned Issuer	Yes		
Entity Voluntary Filers	No		
Entity Current Reporting Status	Yes		
Entity Interactive Data Current	Yes		
Entity Filer Category	Large Accelerated Filer		
Entity Small Business	false		
Entity Emerging Growth Company	false		
ICFR Auditor Attestation Flag	true		
Entity Shell Company	false		
Entity Common Stock, Shares Outstanding		131,600,858	
Entity Public Float			$ 3.8
Share Price			$ 29.57
Entity Central Index Key	0001689796		
Current Fiscal Year End Date	--12-31		
Document Fiscal Year Focus	2020		
Document Fiscal Period Focus	FY		
Amendment Flag	false		

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Consolidated Balance Sheets - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Real estate, at cost:		
Land and improvements	$ 1,391,472	$ 1,240,455
Buildings and improvements	4,341,103	3,880,973
Construction in progress, including land	268,056	654,091
Real estate, at cost	6,000,631	5,775,519
Less accumulated depreciation	(1,232,690)	(1,119,571)
Real estate, net	4,767,941	4,655,948
Cash and cash equivalents	225,600	126,413
Restricted cash	37,736	16,103
Tenant and other receivables	55,903	52,941
Deferred rent receivable	170,547	169,721
Investments in unconsolidated real estate ventures	461,369	543,026
Other assets, net	286,575	253,687
Assets held for sale	73,876	168,412
TOTAL ASSETS	6,079,547	5,986,251
Liabilities:		
Mortgages payable, net	1,593,738	1,125,777
Revolving credit facility		200,000
Unsecured term loans, net	397,979	297,295
Accounts payable and accrued expenses	103,102	157,702
Other liabilities, net	247,774	206,042
Total liabilities	2,342,593	1,986,816
Commitments and contingencies		
Redeemable noncontrolling interests	530,748	612,758
Shareholders' equity:		
Preferred shares, $0.01 par value - 200,000 shares authorized, none issued		
Common shares, $0.01 par value - 500,000 shares authorized; 131,778 and 134,148 shares issued and outstanding as of December 31, 2020 and 2019	1,319	1,342
Additional paid-in capital	3,657,643	3,633,042
Accumulated deficit	(412,944)	(231,164)
Accumulated other comprehensive loss	(39,979)	(16,744)
Total shareholders' equity of JBG SMITH Properties	3,206,039	3,386,476
Noncontrolling interests in consolidated subsidiaries	167	201
Total equity	3,206,206	3,386,677
TOTAL LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY	$ 6,079,547	$ 5,986,251

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Consolidated Balance Sheets (Parenthetical) - $ / shares shares in Thousands	Dec. 31, 2020	Dec. 31, 2019
Consolidated Balance Sheets		
Preferred shares, par value (in dollars per share)	$ 0.01	$ 0.01
Preferred shares, shares authorized	200,000	200,000
Preferred shares, shares issued	0	0
Common shares, par value (in dollars per share)	$ 0.01	$ 0.01
Common shares, shares authorized	500,000	500,000
Common stock, shares issued	131,778	134,148
Common shares, shares outstanding	131,778	134,148

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Consolidated Statements of Operations - USD ($) shares in Thousands, $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
REVENUE			
Property rental	$ 458,958	$ 493,273	$ 513,447
Third-party real estate services, including reimbursements	113,939	120,886	98,699
Other revenue	29,826	33,611	32,036
Total revenue	602,723	647,770	644,182
EXPENSES			
Depreciation and amortization	221,756	191,580	211,436
Property operating	145,625	137,622	148,081
Real estate taxes	70,958	70,493	71,054
General and administrative:			
Corporate and other	46,634	46,822	33,728
Third-party real estate services	114,829	113,495	89,826
Share-based compensation related to Formation Transaction and special equity awards	31,678	42,162	36,030
Transaction and other costs	8,670	23,235	27,706
Total expenses	640,150	625,409	617,861
OTHER INCOME (EXPENSE)			
Income (loss) from unconsolidated real estate ventures, net	(20,336)	(1,395)	39,409
Interest and other income (loss), net	(625)	5,385	15,168
Interest expense	(62,321)	(52,695)	(74,447)
Gain on sale of real estate	59,477	104,991	52,183
Loss on extinguishment of debt	(62)	(5,805)	(5,153)
Impairment loss	(10,232)		
Reduction of gain on bargain purchase			(7,606)
Total other income (expense)	(34,099)	50,481	19,554
INCOME (LOSS) BEFORE INCOME TAX BENEFIT	(71,526)	72,842	45,875
Income tax benefit	4,265	1,302	738
NET INCOME (LOSS)	(67,261)	74,144	46,613
Net (income) loss attributable to redeemable noncontrolling interests	4,958	(8,573)	(6,710)
Net loss attributable to noncontrolling interests			21
NET INCOME (LOSS) ATTRIBUTABLE TO COMMON SHAREHOLDERS	$ (62,303)	$ 65,571	$ 39,924
EARNINGS (LOSS) PER COMMON SHARE:			
EARNINGS (LOSS) PER COMMON SHARE - BASIC AND DILUTED	$ (0.49)	$ 0.48	$ 0.31
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING - BASIC AND DILUTED	133,451	130,687	119,176

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Consolidated Statements of Comprehensive Income (Loss) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Consolidated Statements of Comprehensive Income (Loss)			
NET INCOME (LOSS)	$ (67,261)	$ 74,144	$ 46,613
OTHER COMPREHENSIVE INCOME (LOSS):			
Change in fair value of derivative financial instruments	(38,137)	(27,722)	5,382
Reclassification of net loss on derivative financial instruments from accumulated other comprehensive loss into interest expense	11,912	1,694	1,090
Other comprehensive income (loss)	(26,225)	(26,028)	6,472
COMPREHENSIVE INCOME (LOSS)	(93,486)	48,116	53,085
Net (income) loss attributable to redeemable noncontrolling interests	4,958	(8,573)	(6,710)
Other comprehensive (income) loss attributable to redeemable noncontrolling interests	2,990	2,584	(1,384)
Net loss attributable to noncontrolling interests			21
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO JBG SMITH PROPERTIES	$ (85,538)	$ 42,127	$ 45,012

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Consolidated Statements of Equity - USD ($) shares in Thousands, $ in Thousands	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests in Consolidated Subsidiaries	Total
Balance at beginning of period at Dec. 31, 2017	$ 1,180	$ 3,063,625	$ (95,809)	$ 1,612	$ 4,206	$ 2,974,814
Balance at beginning of period (in shares) at Dec. 31, 2017	117,955					
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Net income (loss) attributable to common shareholders and noncontrolling interests			39,924		(21)	39,903
Conversion of common limited partnership units to common shares	$ 30	109,092				109,122
Conversion of common limited partnership units to common shares (in shares)	2,962					
Common shares issued pursuant to Employee Share Purchase Plan ("ESPP")		741				741
Common shares issued pursuant to Employee Share Purchase Plan ("ESPP") (in shares)	20					
Dividends declared on common shares			(120,133)			(120,133)
Distributions to noncontrolling interests, net					(97)	(97)
Redeemable noncontrolling interests redemption value adjustment and other comprehensive (loss) income allocation		(16,172)		(1,384)		(17,556)
Acquisition of consolidated real estate venture		(1,666)			(3,884)	(5,550)
Other comprehensive loss				6,472		6,472
Other		(364)				(364)
Balance at end of period (in shares) at Dec. 31, 2018	120,937					
Balance at end of period at Dec. 31, 2018	$ 1,210	3,155,256	(176,018)	6,700	204	2,987,352
Increase (Decrease) in Stockholders' Equity [Roll Forward]						

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Net income (loss) attributable to common shareholders and noncontrolling interests			65,571			65,571
Common shares issued	$ 115	472,665				472,780
Common shares issued (in shares)	11,500					
Conversion of common limited partnership units to common shares	$ 17	57,301				57,318
Conversion of common limited partnership units to common shares (in shares)	1,664					
Common shares issued pursuant to Employee Share Purchase Plan ("ESPP")		1,803				1,803
Common shares issued pursuant to Employee Share Purchase Plan ("ESPP") (in shares)	47					
Dividends declared on common shares			(120,717)			(120,717)
Distributions to noncontrolling interests, net					(3)	(3)
Redeemable noncontrolling interests redemption value adjustment and other comprehensive (loss) income allocation		(53,983)		2,584		(51,399)
Other comprehensive loss				(26,028)		$ (26,028)
Balance at end of period (in shares) at Dec. 31, 2019	134,148					134,148
Balance at end of period at Dec. 31, 2019	$ 1,342	3,633,042	(231,164)	(16,744)	201	$ 3,386,677
Increase (Decrease) in Stockholders' Equity [Roll Forward]						
Net income (loss) attributable to common shareholders and noncontrolling interests			(62,303)			(62,303)
Conversion of common limited partnership units to common shares	$ 13	47,504				47,517
Conversion of common limited partnership units to common shares (in shares)	1,338					
Common shares repurchased	$ (37)	(104,737)				(104,774)

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Common shares repurchased (in shares)	(3,776)					
Common shares issued pursuant to Employee Share Purchase Plan ("ESPP")	$ 1	2,241				2,242
Common shares issued pursuant to Employee Share Purchase Plan ("ESPP") (in shares)	68					
Dividends declared on common shares			(119,477)			(119,477)
Distributions to noncontrolling interests, net					(34)	(34)
Redeemable noncontrolling interests redemption value adjustment and other comprehensive (loss) income allocation		79,593		2,990		82,583
Other comprehensive loss				(26,225)		$ (26,225)
Balance at end of period (in shares) at Dec. 31, 2020	131,778					131,778
Balance at end of period at Dec. 31, 2020	$ 1,319	$ 3,657,643	$ (412,944)	$ (39,979)	$ 167	$ 3,206,206

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Consolidated Statements of Equity (Parenthetical) - $ / shares	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Consolidated Statements of Equity			
Dividends cash declared	$ 0.90	$ 0.90	$ 1.00

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Consolidated Statements of Cash Flows - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
OPERATING ACTIVITIES:			
Net income (loss)	$ (67,261)	$ 74,144	$ 46,613
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Share-based compensation expense	66,051	65,273	52,675
Depreciation and amortization, including amortization of debt issuance costs	225,597	195,795	215,659
Deferred rent	(20,084)	(39,174)	(14,056)
(Income) loss from unconsolidated real estate ventures, net	20,336	1,395	(39,409)
Amortization of market lease intangibles, net	(442)	(791)	(220)
Amortization of lease incentives	6,603	6,336	3,406
Reduction of gain on bargain purchase			7,606
Loss on extinguishment of debt	62	5,805	4,536
Impairment loss	10,232		
Gain on sale of real estate	(59,477)	(104,991)	(52,183)
Losses on operating lease and other receivables	25,805	1,560	3,298
Return on capital from unconsolidated real estate ventures	4,302	2,690	7,827
Other non-cash items	4,326	567	462
Impairment of corporate assets		10,170	
Changes in operating assets and liabilities:			
Tenant and other receivables	(9,231)	(8,382)	(5,582)
Other assets, net	(11,075)	(9,177)	(16,600)
Accounts payable and accrued expenses	591	(7,678)	(5,984)
Other liabilities, net	(27,314)	(19,556)	(19,855)
Net cash provided by operating activities	169,021	173,986	188,193
INVESTING ACTIVITIES:			
Development costs, construction in progress and real estate additions	(307,497)	(441,014)	(385,943)
Acquisition of real estate	(45,688)	(165,208)	(23,246)
Deposits for real estate and other acquisitions	(25,424)	(850)	
Proceeds from sale of real estate	154,493	377,511	413,077
Acquisition of interests in unconsolidated real estate ventures, net of cash acquired			(386)
Distributions of capital from unconsolidated real estate ventures	71,065	7,557	14,408
Distributions of capital from sales of unconsolidated real estate ventures			80,279
Investments in unconsolidated real estate ventures	(14,639)	(18,668)	(31,197)
Other			(665)
Net cash (used in) provided by investing activities	(167,690)	(240,672)	66,327
FINANCING ACTIVITIES:			
Acquisition of interest in consolidated real estate venture			(5,550)
Finance lease payments	(3,531)	(137)	(114)
Borrowings under mortgages payable	580,105	2,200	118,141
Borrowings under revolving credit facility	500,000	200,000	35,000

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Borrowings under unsecured term loans	100,000		250,000
Repayments of mortgages payable	(104,083)	(719,003)	(312,894)
Repayments of revolving credit facility	(700,000)		(150,751)
Debt issuance costs	(14,856)	(515)	(3,114)
Proceeds from the issuance of common stock, net of issuance costs		472,780	
Proceeds from common stock issued pursuant to ESPP	1,715	1,457	597
Common shares repurchased	(104,774)		
Dividends paid to common shareholders	(120,011)	(129,834)	(107,372)
Distributions to redeemable noncontrolling interests	(15,030)	(17,390)	(17,398)
Distributions to noncontrolling interests	(46)	(95)	(340)
Contributions from noncontrolling interests		207	250
Net cash provided by (used in) financing activities	119,489	(190,330)	(193,545)
Net increase (decrease) in cash and cash equivalents and restricted cash	120,820	(257,016)	60,975
Cash and cash equivalents and restricted cash as of the beginning of the period	142,516	399,532	338,557
Cash and cash equivalents and restricted cash as of the end of the period	263,336	142,516	399,532
SUPPLEMENTAL DISCLOSURE OF CASH FLOW AND NON-CASH INFORMATION:			
Cash paid for interest (net of capitalized interest of $13,189, $29,806 and $20,804 in 2020, 2019 and 2018)	56,961	49,437	64,605
Accrued capital expenditures included in accounts payable and accrued expenses	43,188	84,076	53,073
Write-off of fully depreciated assets	30,798	66,533	52,272
Cash received for income taxes	1,187	282	1,965
Deconsolidation of properties		181,813	95,923
Accrued dividends to common shareholders	29,650	30,184	39,298
Accrued distributions to redeemable noncontrolling interests	4,425	3,828	5,896
Conversion of common limited partnership units to common shares	47,517	57,318	$ 109,208
Recognition (derecognition) of operating lease right-of-use assets	(13,151)	35,318	
Recognition (derecognition) of liabilities related to operating lease right-of-use assets	(13,151)	37,922	
Recognition of finance lease right-of-use assets	42,354		
Recognition of liabilities related to finance lease right-of-use assets	40,684		
Cash paid for amounts included in the measurement of lease liabilities for operating leases	5,201	$ 6,202	
Deferred purchase price related to acquisition	$ 19,479		

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Consolidated Statements of Cash Flows (Parenthetical) - USD ($) $ in Thousands	12 Months Ended			
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018	Dec. 31, 2017
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AS OF END OF THE PERIOD:				
Cash and cash equivalents	$ 225,600	$ 126,413	$ 260,553	
Restricted cash	37,736	16,103	138,979	
Cash and cash equivalents and restricted cash	263,336	142,516	399,532	$ 338,557
Capitalized interest	$ 13,189	$ 29,806	$ 20,804	

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Organization and Basis of Presentation	12 Months Ended Dec. 31, 2020

Organization and Basis of Presentation

Organization and Basis of Presentation

1. Organization and Basis of Presentation

Organization

JBG SMITH Properties ("JBG SMITH"), a Maryland real estate investment trust ("REIT"), owns and operates a portfolio of commercial and multifamily assets amenitized with ancillary retail. JBG SMITH's portfolio reflects its longstanding strategy of owning and operating assets within Metro-served submarkets in the Washington, D.C. metropolitan area that have high barriers to entry and vibrant urban amenities. Over half of our portfolio is in National Landing where we serve as the exclusive developer for Amazon.com, Inc.'s ("Amazon") new headquarters, and where Virginia Tech's new $1 billion Innovation Campus will be located. 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, 2020, JBG SMITH, as its sole general partner, controlled JBG SMITH LP and owned 90.5% of its common limited partnership units ("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.

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 The JBG Companies ("JBG") (the "Combination"). The Separation and the Combination are collectively referred to as the "Formation Transaction."

As of December 31, 2020, our Operating Portfolio consisted of 62 operating assets comprising 41 commercial assets totaling 13.0 million square feet (11.1 million square feet at our share) and 21 multifamily assets totaling 7,800 units (5,999 units at our share). Additionally, we have: (i) two under-construction assets comprising one wholly owned commercial asset totaling 274,000 square feet and one multifamily asset totaling 322 units (161 units at our share); (ii) 10 wholly owned near-term development pipeline assets totaling 5.6 million square feet of estimated potential development density; and (iii) 29 future development pipeline assets totaling 14.8 million square feet (12.0 million square feet at our share) of estimated potential development density.

We derive our revenue primarily from leases with commercial and multifamily 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 to the Washington Housing Initiative ("WHI") Impact Pool, Amazon, the legacy funds formerly organized by JBG (the "JBG Legacy Funds") and other third parties.

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,		
(Dollars in thousands)	**2020**	**2019**	**2018**
Rental revenue from the U.S. federal government	$ 84,086	$ 86,644	$ 94,822
Percentage of commercial segment rental revenue	23.4 %	21.2 %	22.0 %
Percentage of total rental revenue	17.8 %	16.7 %	17.6 %

Basis of Presentation

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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 other entities, including JBG SMITH LP, in which we have a controlling financial interest. See Note 7 for additional
information on our variable interest entities ("VIEs"). The portions of the equity and net income (loss) of consolidated subsidiaries that are not attributable to us are presented separately as amounts attributable to noncontrolling interests in our consolidated financial statements.

References to the financial statements refer to our consolidated financial statements as of December 31, 2020 and 2019, and for each of the three years in the period ended December 31, 2020. References to our balance sheets refer to our consolidated balance sheets as of December 31, 2020 and 2019. References to our statements of operations refer to our consolidated statements of operations for each of the three years in the period ended December 31, 2020. References to our statements of comprehensive income (loss) refer to our consolidated statements of comprehensive income (loss) for each of the three years in the period ended December 31, 2020. References to our statements of cash flows refer to our consolidated statements of cash flows for each of the three years in the period ended December 31, 2020.

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Summary of Significant Accounting Policies	12 Months Ended Dec. 31, 2020

Summary of Significant Accounting Policies

Summary of Significant Accounting Policies

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of the financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amou
and the disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses
The most significant of these estimates include: (i) the underlying cash flows and holding periods used in assessing impairment; (ii) the deter
tangible and intangible assets; and (iii) the assessment of the collectability of receivables, including deferred rent receivables. Due to the cur
coronavirus ("COVID-19"), commencing in March 2020, authorities in jurisdictions where our properties are located issued stay-at-home orde
and permitted businesses operations. The effects of COVID-19 have most significantly impacted the operations of many of our retail tenants, whi
7% of our revenue for the year ended December 31, 2020, revenue from our multifamily assets, our commercial parking revenue, the operations
and our interest in the former unconsolidated venture that owns The Marriott Wardman Park hotel. The extent to which COVID-19 impacts us
on future developments, which are highly uncertain. At this time, there are no outstanding stay-at-home orders in jurisdictions where our properti
extent and duration of restrictions on travel and permitted businesses operations and other effects of COVID-19 on us and our tenants have af
preparation of the underlying cash flows used in assessing our long-lived assets for impairment and the assessment of the collectability of receiva
deferred rent receivables. We have made what we believe to be appropriate accounting estimates based on the facts and circumstances available
the extent these estimates differ from actual results, our consolidated financial statements may be materially affected.

Asset Acquisitions and Business Combinations

We account for asset acquisitions, which includes the consolidation of previously unconsolidated real estate ventures, at cost, including transacti
of any assumed debt. We estimate the fair values of acquired tangible assets (consisting of real estate, cash and cash equivalents, tenant and other
unconsolidated real estate ventures and other assets, as applicable), identified intangible assets and liabilities (consisting of in-place leases, abov
options to enter into ground leases and management contracts, as applicable), assumed debt and other liabilities, and noncontrolling interests,
evaluation of information and estimates available at the date of acquisition. Based on these estimates, we allocate the purchase price, including al
the acquisition and any contingent consideration, to the identified assets acquired and liabilities assumed based on their relative fair value.

We similarly account for business combinations by estimating the fair values of acquired tangible assets, identified intangible assets and liabilit
liabilities, and noncontrolling interests, as applicable, based on our evaluation of information and estimates. Any excess of the purchase price ove
the net assets acquired is recorded as goodwill, and any excess of the fair value of assets acquired over the purchase price is recorded as a gain
to one year from the acquisition date, information regarding the fair value of the assets acquired and liabilities assumed is received and the estim
adjustments are made on a
prospective basis to the purchase price allocation, which may include adjustments to identified assets, assumed liabilities, and goodwill or the g
applicable. Transaction costs are expensed as incurred and included in "Transaction and other costs" in our statements of operations.

For both asset acquisitions and business combinations, the results of operations of acquisitions are prospectively included in our financial statem
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 a
are consistent with current market conditions for similar assets. The most significant assumptions in determining the allocation of the purchas
exit capitalization rate, discount rate, estimated market rents and hypothetical expected lease-up periods. We assess the fair value of land based
development projects using an income approach of cost plus a margin.

The fair values of identified intangible assets 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 (
reflects the risks associated with the acquired lease) of the difference between: (i) the contractual amounts to be received pursuant to the
term and (ii) management's estimate of the amounts that would be received using market rates over the remaining term of the lease. Amo
market leases are recorded as lease intangible assets in "Other assets, net" in our balance sheets, and amounts allocated to below-market
intangible liabilities in "Other liabilities, net" in our balance sheets. These intangibles are amortized to "Property rental revenue" in our s
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 lease
include: (i) lost rent and operating cost recoveries during the hypothetical lease-up period and (ii) theoretical leasing commissions requir
leases. These intangible assets are recorded as lease intangible assets in "Other assets, net" in our balance sheets and are amortized to "D
amortization expense" in our statements of operations over the remaining term of the existing lease; and
- The fair value of the in-place property management, leasing, asset management, and development and construction management contrac
expense projections over the estimated life of each contract discounted using a market discount rate. These management contract intangi
"Depreciation and amortization expense" in our statements of operations over the weighted average life of the management contracts.

The fair value of investments in unconsolidated real estate ventures and redeemable noncontrolling interests is based on the estimated fair va
acquired and liabilities assumed of each venture, including future expected cash flows from promote interests.

The fair value of the mortgages payable assumed is determined using current market interest rates for comparable debt financings. The fair valu
and caps are based on the estimated amounts we would receive or pay to terminate the contract at the acquisition date and are determined using
and observable inputs. The carrying value of cash, restricted cash, working capital balances, leasehold improvements and equipment, and other a
assumed approximates fair value.

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Real Estate

Real estate is carried at cost, net of accumulated depreciation and amortization. Maintenance and repairs are expensed as incurred and are inclu
expenses" in our statements of operations. As real estate is undergoing redevelopment activities, all property operating expenses directly associa
the redevelopment, including interest expense, are capitalized to the extent that we believe such costs are recoverable through the value of the
period ends when the asset is ready for its intended use, but no later than one year from substantial completion of major construction activities.
costs are expensed as incurred.
Depreciation and amortization require an estimate of the useful life of each property and improvement as well as an allocation of the costs
to its various components. Depreciation and amortization are recognized on a straight-line basis over estimated useful lives, which range fro
improvements are amortized on a straight-line basis over the lives of the related leases, which approximate the useful lives of the tenant improve
or retired, their costs and related accumulated depreciation are removed from the accounts with the resulting gains or losses reflected in net incom

Construction in progress, including land, is carried at cost, and no depreciation is recorded. Real estate undergoing significant renovations and i
to be under development. All direct and indirect costs related to development activities are capitalized into "Construction in progress, including l
except for certain demolition costs, which are expensed as incurred. Direct development costs incurred include: pre-development expenditures
project, development and construction costs, interest, insurance and real estate taxes. Indirect development costs include: employee salaries an
related costs that are directly associated with the development. Our method of calculating capitalized interest expense is based upon applying our w
rate to the actual accumulated expenditures if the property does not have property specific debt. If the property is encumbered by specific debt,
interest incurred applicable to that debt and additional interest expense using our weighted average borrowing rate for any accumulated expenditu
balance of the debt encumbering the property. The capitalization of such expenses ceases when the real estate is ready for its intended use, but
substantial completion of major construction activities.

Our assets and related intangible assets are reviewed for impairment whenever there are changes in circumstances or indicators that the carrying a
be recoverable. These indicators may include operating performance, intended holding periods, costs in excess of budgets for under-construction
in circumstances. An impairment exists when the carrying amount of an asset exceeds the sum of the undiscounted cash flows expected to resul
disposition of the asset. Estimates of future cash flows are based on our current plans, intended holding periods and available market information
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 prop
its estimated fair value. If our estimates of future cash flows, anticipated holding periods, or fair values change, based on market conditions or
impairment losses may be different and such differences could be material to our financial statements. Estimates of future cash flows are subjecti
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 co
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
agreements for debt service, real estate taxes, property insurance and capital improvements.

Investments in Real Estate Ventures

We analyze each real estate venture to determine whether the entity should be consolidated. If it is determined that an entity is a VIE in which
we assess whether we are the primary beneficiary of the VIE to determine whether it should be consolidated. We are not the primary beneficia
not have voting control, lack the power to direct the activities that most significantly impact the entity's economic performance, or the limited
members) have substantive participatory rights. If it is determined that the entity is not a VIE, then the determination as to whether we consoli
have a controlling financial interest in the entity, which is based on our voting interests and the degree of influence we have over the entity. Ma
when determining if we are the primary beneficiary of, or have a controlling financial interest in, an entity in
which we have a variable interest. Factors considered in determining whether we have the power to direct the activities that most significantly i
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 do not
interest. Significant influence is typically indicated through ownership of 20% or more of the voting interests. Under the equity method, we reco
entities in "Investments in unconsolidated real estate ventures" on our balance sheets, and our proportionate share of earnings or losses earned
recognized in "Income (loss) from unconsolidated real estate ventures, net" in the accompanying statements of operations. We earn revenue fro
we provide to unconsolidated real estate ventures. These fees are determined in accordance with the terms specific to each arrangement and ma
management fees, or transactional fees for leasing, acquisition, development and construction, financing and legal services provided. We accou
our ownership interest in each respective real estate venture and recognize such revenue in "Third-party real estate services, including reimbu
of operations when earned. Our proportionate share of related expenses is recognized in "Income (loss) from unconsolidated real estate venture
operations.

We may also earn incremental promote distributions if certain financial return benchmarks are achieved upon ultimate disposition of the und
fees are recognized when certain earnings events have occurred, and the amount is determinable and collectible. Any promote fees are reflec
unconsolidated real estate ventures, net" in our statements of operations.

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

On a periodic basis, we evaluate our investments in unconsolidated real estate ventures for impairment. We assess whether there are any indic
property operating performance and general market conditions, that the value of our investments in unconsolidated real estate ventures may be in
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 esta

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temporary basis. Cash flow projections for the investments consider property level factors such as expected future operating income, trends and pro
of demand, competition and other factors. We consider various qualitative factors to determine if a decrease in the value of our investment is o
factors include the age of the venture, our intent and ability to retain our investment in the entity, financial condition and long-term prospects of
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
is an other-than temporary impairment related to the investment in a particular real estate venture, the carrying value of the venture will be adjuste
the estimated fair value of the investment.

Intangibles

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

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) managem
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 cu
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 fa
Depreciation and amortization is not recognized on real estate classified as held for sale.

Deferred Costs

Deferred financing costs consist of loan issuance costs directly related to financing transactions that are deferred and amortized over the ter
component of interest expense. Unamortized deferred financing costs related to our mortgages payable and unsecured term loan are presented as
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 on our balance sheets. Amounts of consolidated net income (loss) attributable to redeemable n
to the noncontrolling interests in consolidated subsidiaries are presented separately in our statements of operations.

Redeemable Noncontrolling Interests - Redeemable noncontrolling interests consists of OP Units issued in conjunction with the Formation T
partners' interests in 965 Florida Avenue. The OP Units became redeemable for our common shares or cash beginning August 1, 2018, su
Redeemable noncontrolling interests are generally redeemable at the option of the holder and are presented in the mezzanine section between total
equity on our balance sheets. The carrying amount of redeemable noncontrolling interests is adjusted to its redemption value at the end of each r
than its initial carrying value, with such adjustments recognized in "Additional paid-in capital." See Note 12 for additional information.

Noncontrolling Interests - Noncontrolling interests represents the portion of equity that we do not own in entities we consolidate, including interest
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
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 r

Derivative Financial Instruments Designated as Cash Flow Hedges - Certain derivative financial instruments, consisting of interest rate swa
designated as cash flow hedges, and are carried at their estimated fair value on a recurring basis. We assess the effectiveness of our cash flow he
on an ongoing basis. If the hedges are deemed to be effective, the fair value is recorded in accumulated other comprehensive income (loss) and
into "Interest expense" in the period that the hedged forecasted transactions affect earnings. Our cash flow hedges become less than perfectly effe
the hedging instrument and the forecasted transactions do not perfectly match such as notional amounts, settlement dates, reset dates, calculation
addition, we evaluate the default risk of the counterparty by monitoring the creditworthiness of the counterparty.

Derivative instruments and hedging activities require management to make judgments on the nature of its derivatives and their effectiveness a
determine if the changes in fair value of the derivative instruments are reported in our statements of operations or as a component of comp
component of shareholders' equity on our balance sheets.

Derivative Financial Instruments Not Designated as Hedges - Certain derivative financial instruments, consisting of interest rate swap and cap
economic hedges, but not designated as accounting hedges, and are carried at their estimated fair value on a recurring basis. Realized and unrea
"Interest expense" in our statements of operations in the period in which the change occurs.

Fair Value of Assets and Liabilities

Accounting Standards Codification ("ASC") 820 ("Topic 820"), Fair Value Measurement and Disclosures, defines fair value and establishes a fra
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 o
market participants at the measurement date (the exit price). Topic 820 establishes a fair value hierarchy that prioritizes observable and unobserva
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.

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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 utiliz
maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as consider counterparty credit r
value.

Revenue Recognition

We have leases with various tenants across our portfolio of properties, which generate rental income and operating cash flows for our benefit. Throu
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 ou
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 d
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 ba
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
whether the option is reasonably certain of being exercised against relevant economic factors to determine whether the option period should be i
term. Further, property rental revenue includes tenant reimbursement revenue from the recovery of all or a portion of the operating expenses
respective assets. Tenant reimbursements, which vary each period, are non-lease components that are not the predominant activity within the co
practical expedient that allows us to combine certain lease and non-lease components of our operating leases. Non-lease components are recogniz
rent in "Property rental revenue", as variable lease income in the same periods as the related expenses are incurred. Certain commercial lease
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 r

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

Third-party real estate services revenue, including reimbursements, includes property and asset management fees, and transactional fees for leasin
and construction, financing, and legal services. These fees are determined in accordance with the terms specific to each arrangement and are recog
are performed. Development fees are earned from providing services to third-party property owners and our unconsolidated real estate ventures. T
associated with our development services contracts are satisfied over time and we recognize our development fee revenue using a time-based m
course of the development project due to the stand-ready nature of the promised services. The transaction prices for our performance obligati
completed in greater than twelve months are variable based on the costs ultimately incurred to develop the underlying assets. Judgments impac
of revenue recognized from our development services contracts include the determination of the nature and number of performance obligations
of total development project costs, from which the fees are typically derived, and estimates of the period of time over which the development
performed, which is the period over which the revenue is recognized. We recognize development fees earned from unconsolidated joint venture
third-party 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 vent
including amounts paid to third-party contractors for construction management projects. We allocate personnel and other overhead costs using the
performing services for our third-party real estate services and other allocation methodologies.

Lessee Accounting

We are obligated under non-cancellable operating and capital leases, including ground leases on certain of our properties with terms extending thro
a renewal option is included within a lease, we assess whether the option is reasonably certain of being exercised against relevant economic facto
option period should be included as part of the lease term. Lease payments associated with renewal periods that we are reasonably certain will be e
measurement of the corresponding lease liability and right-of-use asset. Lease expense for our operating leases is recognized on a straight-line b
term and is included in our statements of operations in either "Property operating expenses" or "General and administrative expense" depending
Amortization of the right-of-use asset associated with a capital lease is recognized on a straight-line basis over the expected lease term and is in
operations in "Depreciation and amortization" 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
the leased premises. Such variable payments are recognized in lease expense in the period in which the variability is determined. Certain lease a
various non-lease components that primarily relate to property operating expenses associated with our office leases, which also vary each period. W
expedient which allows us not to separate lease and non-lease components for our ground and office leases and recognize variable non-lease c
when incurred.

We discount our future lease payments for each lease to calculate the related lease liability using an estimated incremental borrowing rate co
corporate borrowing rates reflective of the general economic environment, taking into consideration our creditworthiness and various fi
considerations, adjusted to approximate a secured borrowing for the lease term. We made a policy election to forgo recording right-of-use assets an
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 sectio
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 o
income which is distributed to its shareholders. Prior to the Separation, Vornado operated as a REIT and distributed 100% of its REIT taxable

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accordingly, no provision for federal income taxes has been made in the accompanying financial statements for the periods prior to the Separatio
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
discretion of the Board of Trustees and will depend upon cash generated by operating activities, our financial condition, capital requirements, an
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") un
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
Under the asset and liability method, deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and th
financial statements, which will result in taxable or deductible amounts in the future. We provide for a valuation allowance for deferred income
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
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
Topic 740 requires the evaluation of tax positions taken in the course of preparing our tax returns to determine whether the tax positions are "mo
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 ex

The Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") that was enacted on March 27, 2020 includes several significan
impact us and our TRSs. These changes include:

- the elimination of the taxable income limit for net operating losses ("NOLs") for all taxable years beginning before January 1, 2021, thereby p
taxpayers to use NOLs to fully offset taxable income (although we, as a REIT, will continue to only be able to use NOLs against taxable inco
into account any dividends paid deduction);
- the ability for our TRSs to utilize carryback NOLs arising in 2018, 2019 and 2020 to the five taxable years preceding the taxable year of the l
- an increase of the business interest limitation under Section 163(j) of the Code from 30% to 50% for taxable years beginning in 2019 and 202
election by taxpayers to use their 2019 adjusted taxable income as their adjusted taxable income in 2020 for purposes of applying the limitatio
- a "technical correction" amending Section 168(e)(3)(E) of the Code to add "qualified improvement property" to "15-year property" and assig
under Section 168(g)(3)(B) of the Code to qualified improvement property under Section 168(e)(3)(E)(vii) of the Code.

During the year ended December 31, 2020, as a result of the CARES Act, we made adjustments to the net deferred tax liability amounts,
improvement property" owned by our TRSs.

Earnings (Loss) Per Common Share

Basic earnings (loss) per common share is computed by dividing net income (loss) attributable to common shareholders by the weighted average c
during the period. Unvested share-based compensation awards that entitle holders to receive non-forfeitable dividends, which include long-term
("LTIP Units"),
are considered participating securities. Consequently, we are required to apply the two-class method of computing basic and diluted earnings that
available to common shareholders. Under the two-class method, earnings for the period are allocated between common shareholders and partic
their respective rights to receive dividends. During periods of net loss, losses are allocated only to the extent the participating securities are req
of such losses. Diluted earnings (loss) per common share reflects the potential dilution of the assumed exchange of various unit and share-based
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 aw
or Black-Scholes methods, which is intended to estimate the fair value of the awards at the grant date using dividend yields, expected volatilities
available implied data and peer group companies' historical data and post-vesting restriction periods. The risk-free interest rate is based on the U
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 per
attribution model. We account for forfeitures as they occur. Distributions paid on unvested OP Units, LTIP Units, LTIP Units with time-based ve
Based LTIP Units"), LTIP Units with performance-based vesting requirements ("Performance-Based LTIP Units") are recorded to "Redeemable
our balance sheets.

Recent Accounting Pronouncements

Reference Rate Reform

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2020-04, Reference Rate Reform ("Topi
practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic
elected over the period March 12, 2020 through December 31, 2022 as reference rate reform activities occur. During the year ended Decemb
apply the hedge accounting expedients related to: (i) the assertion that our hedged forecasted transactions remain probable and (ii) the assessment
LIBOR-indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the correspondi
of these expedients allows us to continue to present our derivatives in a manner that is consistent with our past presentation. We will continue to
guidance and may apply other elections, as applicable, as additional changes in the market occur.

COVID-19 Lease Modification Accounting Relief

Due to the business disruptions and challenges severely affecting the global economy caused by COVID-19, we have provided rent deferrals and
certain tenants. In April 2020, the FASB issued a Staff Q&A that allows lessors to elect not to evaluate whether lease-related relief provided to m
of COVID-19 is a lease modification under ASC Topic 842, Leases ("Topic 842") if certain criteria are met. This election allows us to bypass a l
instead choose whether to apply the lease modification accounting framework, with such election applied consistently to leases with similar charac
We have elected to apply the lease modification policy relief and have accounted for lease-related relief provided to mitigate the economic eff
modifications under Topic 842, regardless of whether the right to such relief was embedded within the terms of the lessee's lease. During the year

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we entered into rent deferral agreements with certain tenants, many of which were placed on the cash basis of accounting, resulting in the defer
million of rent that had been contractually due in 2020. We are in the process of negotiating additional rent deferrals and other lease concession
which have been considered when establishing credit losses against billed and deferred rent receivables.

During the year ended December 31, 2020, we recorded $11.2 million of credit losses against billed rent receivables and $19.6 million against
receivables. These losses are due to the effects of COVID-19, primarily on co-working and retail tenants, that are unable to pay rent while business
at full capacity or while employees continue to work from home. During 2020, we recorded $8.2 million of income associated with certain leas
during the second quarter of 2020, we determined that our investment in our former real estate venture that owns The Marriott Wardman Park h
decline in the fair value of the underlying asset and recorded an impairment loss of $6.5 million (see Note 6 for additional information). During 2
tenants and all retailers except for grocers, pharmacies, essential businesses and certain national credit tenants on the cash basis of accounting.

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The Combination	12 Months Ended Dec. 31, 2020
The Combination	
The Combination	**3. The Combination** In the Combination on July 18, 2017, we acquired the JBG Assets in exchange for approximately 37.2 million common shares and OP Units and cash of $20.6 million for total consideration valued at $1.2 billion. The Combination was accounted for at fair value under the acquisition method of accounting. The Combination resulted in a gain on bargain purchase of $24.4 million during the year ended December 31, 2017, as the fair value of the identifiable net assets acquired exceeded the purchase consideration. During the year ended December 31, 2018, we finalized our fair value estimates used in the purchase price allocation related to the Combination, resulting in a reduction of the gain on bargain purchase of $7.6 million.

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Acquisitions, Dispositions and Assets Held for Sale	12 Months Ended Dec. 31, 2020

Acquisitions, Dispositions and Assets Held for Sale

Acquisitions, Dispositions and Assets Held for Sale

4. Acquisitions, Dispositions and Assets Held for Sale

Acquisitions

In December 2020, we acquired a 1.4-acre future development parcel in National Landing, which was formerly occupied by the Americana Hotel an aggregate total of $65.0 million. $47.3 million was allocated to the former Americana Hotel site, of which $20.0 million has been deferred unti of certain entitlements or January 1, 2023, and $17.7 million was allocated to the other three parcels. The former Americana Hotel site has the p to approximately 550,000 square feet of new development density and is located directly across the street from Amazon's future headquarters. Tra asset acquisition of $688,000 were included in the cost of the acquisition.

In December 2019, we acquired F1RST Residences, a 325-unit multifamily asset in the Ballpark submarket of Washington, D.C. with approxim street level retail, for $160.5 million through a like-kind exchange agreement with a third-party intermediary. See Note 7 for additional informatio to the asset acquisition of $4.7 million were included in the cost of the acquisition.

In December 2018, we purchased a land parcel and the remaining interest in the West Half real estate venture for an aggregate purchase price of $

Dispositions

The following is a summary of disposition activity for the year ended December 31, 2020:

Date Disposed	Assets	Segment	Location	Total Square Feet	Gross Sales Price	
					(In thousa	
January 15, 2020	Metropolitan Park [1]	Other	Arlington, Virginia	2,150	$ 154,952	$

(1) The property, which was sold to Amazon, was part of a like-kind exchange. See Note 7 for additional information. Total square feet represents potential deve Arlington County.

In June 2020, we recognized a loss of $3.0 million from the sale of 11333 Woodglen Drive/NoBe II Land/Woodglen ("Woodglen") by our uncons with Landmark Partners ("Landmark"). In October 2020, we recognized a gain of $800,000 from the sale of Pickett Industrial Park by our uncons with CBREI Venture. See Note 6 for additional information.

During the year ended December 31, 2019, we sold three commercial assets for the gross sales price of $165.4 million and the 50.0% interest owned Central Place Tower for the gross sales price of $220.0 million, resulting in an aggregate gain on the sale of real estate of $105.0 million.

During the year ended December 31, 2018, we sold four commercial assets, a future development asset and the out-of-service portion of a multifa gross sales price of $427.4 million, resulting in an aggregate gain on the sale of real estate of $52.2 million.

Assets Held for Sale

As of December 31, 2020 and 2019, we had certain real estate properties that were classified as held for sale. The amounts included in "Assets h sheets primarily represent the carrying value of real estate. The following is a summary of assets held for sale:

Assets	Segment	Location	Total Square Feet [1]
			(I
December 31, 2020			
Pen Place [2]	Other	Arlington, Virginia	2,0
December 31, 2019			
Pen Place [2]	Other	Arlington, Virginia	2,0
Metropolitan Park [3]	Other	Arlington, Virginia	2,1
			4,2

(1) Represents estimated or approved potential development density.

(2) In March 2019, we entered into an agreement for the sale of Pen Place for approximately $149.9 million, subject to customary closing conditions. We expect Amazon to close in 2021.

(3) As noted above, we sold Metropolitan Park to Amazon in January 2020.

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Tenant and Other Receivables	12 Months Ended Dec. 31, 2020

Tenant and Other Receivables

Tenant and Other Receivables

5. **Tenant and Other Receivables**

The following is a summary of tenant and other receivables:

		Dec
		2020
		(In
Tenants [1]	$	39,07
Third-party real estate services		15,65
Other		1,16
Total tenant and other receivables	$	55,90

(1) Includes $8.2 million associated with certain lease guarantees as of December 31, 2020.

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Investments in Unconsolidated Real Estate Ventures	12 Months Ended
	Dec. 31, 2020

Investments in Unconsolidated Real Estate Ventures

Investments in Unconsolidated Real Estate Ventures

6. **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 Partners	Ownership Interest [1]		2020
Prudential Global Investment Management ("PGIM")	50.0%	$	216
Landmark	1.8% - 49.0%		66
CBREI Venture	5.0% - 64.0%		65
Canadian Pension Plan Investment Board ("CPPIB")	55.0%		47
Berkshire Group	50.0%		50
Brandywine Realty Trust	30.0%		13
Pacific Life Insurance Company ("PacLife")	—		
Other			
Total investments in unconsolidated real estate ventures [2]		$	461

[1] Ownership interests as of December 31, 2020. We have multiple investments with certain venture partners with varying ownership interests.
[2] As of December 31, 2020 and 2019, the difference between the investments in unconsolidated real estate ventures and the net book value of the underlying a
$14.3 million, resulting principally from capitalized interest and our zero investment balance in the real estate venture with CPPIB that owns 1101 17th Stree

We provide leasing, property management and other real estate services to our unconsolidated real estate ventures. We recognized revenue, includin
of $25.5 million, $28.5 million and $26.1 million for each of the three years in the period ended December 31, 2020 for such services.

Reconsideration events could cause us to consolidate these unconsolidated real estate ventures in the future or deconsolidate a consolidated entity.
events as we become aware of them. Reconsideration events include amendments to real estate venture agreements and changes in our partner's a
to the venture. Under certain circumstances, we may purchase our partner's interest.

PGIM

In December 2019, we sold a 50.0% interest in a real estate venture that owns Central Place Tower, a 552,000 square foot office building locate
PGIM for $220.0 million. Per the terms of the venture agreement, we determined the venture was not a VIE and we do not have a controlling fina
As a result, we deconsolidated our remaining 50.0% interest in the real estate venture and recorded a gain as our unconsolidated interest was incre
We recognized an aggregate $53.4 million gain, net of certain liabilities, which was included in "Gain on sale of real estate" in our statement of o
December 31, 2019, on the partial sale and remeasurement of our remaining interest in the real estate venture subsequent to the transfer of contro

Landmark

In June 2020, our unconsolidated real estate venture with Landmark sold Woodglen, commercial and future development assets located in Roc
million. We recognized our proportionate share of the loss from the sale of $3.0 million, which was included in "Income (loss) from unconso
net" in our statement of operations for the year ended December 31, 2020. Additionally, in connection with the sale, our unconsolidated real esta
mortgage payable of $12.2 million.

CBREI Venture

In October 2020, our unconsolidated real estate venture with CBREI Venture sold Pickett Industrial Park, a commercial asset located in Ale
million. We recognized our proportionate share of the gain from the sale of $800,000, which was included in "Income (loss) from unconsolidat
in our statement of operations for the year ended December 31, 2020. Additionally, in connection with the sale, our unconsolidated real estat
mortgage payable of $23.6 million.

CPPIB

As of December 31, 2020 and 2019, we had a zero investment balance in the real estate venture that owns 1101 17th Street and had suspended
the venture since June 30, 2018. We will recognize as income any future distributions from the venture until our share of unrecorded earning
the cumulative excess distributions previously recognized in income. During the years ended December 31, 2019 and 2018, we recognized
$8.3 million related to distributions from this venture, which was included in "Income (loss) from unconsolidated real estate ventures, net" in
During the year ended December 31, 2018, we also recognized the $5.4 million negative investment balance as income within "Income (loss) fro
ventures, net" in our statement of operations as a result of the venture refinancing a mortgage payable collateralized by the property and eliminati
provisions that had been included in a prior loan.

In December 2018, our unconsolidated real estate venture with CPPIB sold The Warner, a 583,000 square foot office building located in Washingt
The unconsolidated real estate venture recognized a gain on sale of $32.5 million, of which our proportionate share was $20.6 million, whic
(loss) from unconsolidated real estate ventures, net" in our statement of operations for the year ended December 31, 2018. Additionally, in c
unconsolidated real estate venture repaid the related mortgage payable of $270.5 million.

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In February 2018, we entered into a real estate venture with CPPIB to develop and own 1900 N Street, an under- construction commercial ass
contributed 1900 N Street, valued at $95.9 million, to the real estate venture, and CPPIB committed to contribute approximately $101.3 million
interest, which reduced our ownership interest from 100.0% at the real estate venture's formation to 55.0% as CPPIB's contributions were func
estate venture with CPPIB entered into a mortgage loan with a maximum principal balance of $160.0 million collateralized by 1900 N Street. Th
proceeds of $134.5 million from the mortgage loan. During the second quarter of 2020, we received a distribution of $70.8 million from the ventu

PacLife

In January 2018, we invested $10.1 million for a 16.67% interest in a real estate venture led by PacLife, which purchased the 1,152-key Marriott W
adjacent to the Woodley Park Metro Station in northwest Washington, D.C. Prior to the acquisition by this venture, the JBG Legacy Funds own
Marriott Wardman Park hotel. The JBG Legacy Funds did not receive any proceeds from the sale, as the net proceeds were used to satisfy the prio
second quarter of 2020, we determined that our investment in the venture was impaired due to a decline in the fair value of the underlying asset a
loss of $6.5 million, which reduced the net book value of our investment to zero, and we suspended equity loss recognition for the venture after Ju
2020, we transferred our interest in this venture to PacLife.

JP Morgan

In August 2018, JP Morgan, our former partner in the real estate venture that owned the Investment Building, a 401,000 square foot office build
D.C., acquired our 5.0% interest in the venture for $24.6 million, resulting in a gain of $15.5 million, which was included in "Income (loss) from
ventures, net" in our statement of operations for the year ended December 31, 2018.

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

	Weighted Average Effective Interest Rate [1]	20
Variable rate [2]	2.52%	$
Fixed rate [3] [4]	4.01%	
Mortgages payable		1,
Unamortized deferred financing costs		
Mortgages payable, net [4]		$ 1,

(1) Weighted average effective interest rate as of December 31, 2020.
(2) Includes variable rate mortgages payable with interest rate cap agreements.
(3) Includes variable rate mortgages payable with interest rates fixed by interest rate swap agreements.
(4) See Note 20 for additional information on guarantees of the debt of certain of our unconsolidated real estate ventures.

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

	2020
Combined balance sheet information:	
Real estate, net	$ 2,247
Other assets, net	270
Total assets	$ 2,517
Mortgages payable	$ 1,179
Other liabilities, net	140
Total liabilities	1,319
Total equity	1,198
Total liabilities and equity	$ 2,517

	Year Ended Decer	
	2020	2019
	(In thousanc	
Combined income statement information: [1]		
Total revenue	$ 203,456	$ 266
Operating income (loss) [2] [3]	(21,639)	18
Net loss [2] [3]	(65,756)	(32

(1) Excludes information related to the venture that owns The Marriott Wardman Park hotel for the second half of 2020 as we suspended equity loss recognition
2020. On October 1, 2020, we transferred our interest in this venture to PacLife.
(2) Includes the loss from the sale of Woodglen of $16.4 million and the gain from the sale of Pickett Industrial Park of $8.0 million recognized by our unconsol
during the year ended December 31, 2020.
(3) Includes gain on sale of The Warner of $32.5 million recognized by our unconsolidated real estate venture with CPPIB during the year ended December 31,

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Variable Interest Entities	12 Months Ended Dec. 31, 2020

Variable Interest Entities

Variable Interest Entities

7. Variable Interest Entities

We hold various interests in entities deemed to be VIEs, which we evaluate at acquisition, formation, after a change in the ownership agreement, after a change in the real estate venture's economics or after any other reconsideration event to
determine if the VIEs should be consolidated in our financial statements or should no longer be considered a VIE. Certain criteria we assess in determining whether we are the primary beneficiary of the VIE and, therefore, should consolidate the VIE include our control over significant business activities, our voting rights and the noncontrolling interest kick-out rights.

Unconsolidated VIEs

As of December 31, 2020 and 2019, we had interests in entities deemed to be VIEs that are in the development stage and do not hold sufficient equity at risk or conduct substantially all their operations on behalf of an investor with disproportionately few voting rights. Although we are engaged to act as the managing partner in charge of 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 performance. We account for our investment in these entities under the equity method. As of December 31, 2020 and 2019, the net carrying amounts of our investment in these entities were $116.2 million and $242.9 million, which were included in "Investments in unconsolidated real estate ventures" in our balance sheets. Our equity in the income of unconsolidated VIEs is included in "Income (loss) from unconsolidated real estate ventures, net" in our statements of operations. Our maximum loss exposure in these entities is limited to our investments, construction commitments and debt guarantees. See Note 20 for additional information.

Consolidated VIEs

We consolidate a VIE when we control the significant business activities of an entity. An entity is a VIE because it is in the development stage and/or does not hold sufficient equity at risk. We are the primary beneficiary of a VIE because the noncontrolling interest holder does not have substantive kick-out or participating rights, and we control the significant business activities.

JBG SMITH LP is our sole consolidated VIE. We hold 90.5% 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 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 and hold our assets and liabilities through JBG SMITH LP, its total assets and liabilities comprise substantially all of our consolidated assets and liabilities.

In conjunction with the acquisition of F1RST Residences in December 2019, we entered into a like-kind exchange agreement with a third-party intermediary. As of December 31, 2019, the third-party intermediary was the legal owner of the entity that owned this property. We determined we were the primary beneficiary of the VIE, and accordingly, we consolidated the property and its operations as of the acquisition date. Legal ownership of this entity was transferred to us by the

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third-party intermediary when the like-kind exchange agreement was completed with the sale of Metropolitan Park in January 2020.

During the second quarter of 2020, The Wren, an under-construction multifamily asset in Washington, D.C. that we own through a consolidated real estate venture, which we had deemed to be a VIE, began placing units into service and commenced operations. We no longer deemed the real estate venture to be a VIE because it was determined to have sufficient equity to finance its activities without additional support. See Note 12 for additional information.

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Other Assets, Net	12 Months Ended Dec. 31, 2020

Other Assets, Net

Other Assets, Net

8. Other Assets, Net

The following is a summary of other assets, net:

	Dec
	2020
	(In
Deferred leasing costs, net	$ 117,141
Lease intangible assets, net	15,565
Other identified intangible assets, net	43,012
Operating lease right-of-use assets	3,542
Finance lease right-of-use assets [(1)]	41,996
Prepaid expenses	14,000
Deferred financing costs on credit facility, net	6,656
Deposits [(2)]	28,560
Other	16,103
Total other assets, net	$ 286,575

(1) Related to an amendment of the ground lease for 1730 M Street executed during the year ended December 31, 2020. The amendment extended the expiration 2061 to December 2118, and resulted in a change in its classification from an operating to a finance lease.

(2) Includes deposits totaling $25.3 million with the Federal Communications Commission in connection with the acquisition of wireless spectrum licenses.

The following is a summary of the composition of deferred leasing costs, lease intangible assets and other identified intangible assets:

	December 31, 2020			December	
	Gross	Accumulated Amortization	Net	Gross	Accumu Amorti
	(In thousands)				
Deferred leasing costs	$ 202,940	$ (85,799)	$ 117,141	$ 205,830	$
Lease intangible assets:					
In-place leases	$ 27,363	$ (15,027)	$ 12,336	$ 33,812	$
Above-market real estate leases	7,515	(4,286)	3,229	8,635	
	$ 34,878	$ (19,313)	$ 15,565	$ 42,447	$
Other identified intangible assets:					
Option to enter into ground lease	$ 17,090	$ —	$ 17,090	$ 17,090	$
Management and leasing contracts	45,900	(20,388)	25,512	48,900	
Other	410	—	410	166	
	$ 63,400	$ (20,388)	$ 43,012	$ 66,156	$

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

	Year Ended D	
	2020	201
		(In thou
In-place lease amortization [(1)]	$ 5,695	$
Above-market real estate lease amortization [(2)]	1,582	
Below-market ground lease amortization [(3)]	—	
Management and leasing contract amortization [(1)]	6,002	
Other amortization	16	
Total lease and management and leasing contract amortization expense	$ 13,295	$

(1) Amounts are included in "Depreciation and amortization expense" in our statements of operations.

(2) Amounts are included in "Property rental revenue" in our statements of operations.

(3) Amounts are included in "Property operating expenses" in our 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 thereafte

Year ending December 31,
2021
2022
2023
2024
2025
Thereafter
Total [(1)]

(1) Estimated amortization related to the option to enter into ground lease is not included within the amortization table above as the ground lease does not have a

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Debt	12 Months Ended Dec. 31, 2020

Debt

Debt

9. Debt

Mortgages Payable

The following is a summary of mortgages payable:

	Weighted Average Effective Interest Rate (1)	202
Variable rate (2)	2.18%	$
Fixed rate (3)	4.32%	
Mortgages payable		1,
Unamortized deferred financing costs and premium/ discount, net		
Mortgages payable, net		$ 1,

(1) Weighted average effective interest rate as of December 31, 2020.
(2) Includes variable rate mortgage payable with interest rate cap agreements as of December 31, 2020.
(3) Includes variable rate mortgages payable with interest rates fixed by interest rate swap agreements.

As of December 31, 2020 and 2019, the net carrying value of real estate collateralizing our mortgages payable totaled $1.8 billion and $1.4 billi contain covenants that limit our ability to incur additional indebtedness on these properties and, in certain circumstances, require lender appro yield maintenance upon repayment prior to maturity. Certain mortgages payable are recourse to us. See Note 20 for additional information. We w mortgage loan as of December 31, 2020.

During the year ended December 31, 2020, we entered into four separate mortgage loans with an aggregate principal balance of $560.0 mill Bethesda Avenue, The Bartlett, 1221 Van Street and 220 20th Street, and refinanced the mortgage payable collateralized by RTC-West, increasi $20.2 million. In December 2020, we repaid the mortgage payable collateralized by WestEnd25 with a principal balance of $94.7 million.

During the year ended December 31, 2019, aggregate borrowings under mortgages payable totaled $2.2 million related to construction dra December 31, 2019, we repaid mortgages payable with an aggregate principal balance of $709.1 million. The loss on the extinguishment of debt w ended December 31, 2019, of which $2.9 million related to our repayment of various mortgages payable and $2.9 million related to the termina swaps in connection with the repayment of the loan encumbering Central Place Tower.

As of December 31, 2020 and 2019, we had various interest rate swap and cap agreements on certain of our mortgages payable with an aggregate n and $867.6 million. During the year ended December 31, 2020, we entered into various interest rate cap agreements on certain of our mortgages notional value of $560.0 million. During the year ended December 31, 2019, in connection with the repayment of the loan encumbering Central I various interest rate swaps with an aggregate notional value of $220.0 million. See Note 18 for additional information.

Credit Facility

As of December 31, 2020, our $1.4 billion credit facility consisted of a $1.0 billion revolving credit facility maturing in January 2025, a $200.0 r ("Tranche A-1 Term Loan") maturing in January 2023 and a $200.0 million unsecured term loan ("Tranche A-2 Term Loan") maturing in July 202

Based on the terms as of December 31, 2020, the interest rate for the credit facility varies based on a ratio of our total outstanding indebtedness t property and assets and ranges (i) in the case of the revolving credit facility, effective January 2020, from LIBOR plus 1.05% to LIBOR plus 1 Tranche A-1 Term Loan, from LIBOR plus 1.20% to LIBOR plus 1.70% and (iii) in the case of the Tranche A-2 Term Loan, from LIBOR plus 1. There are various LIBOR options in the credit facility, and we elected the one-month LIBOR option as of December 31, 2020. We were not in defa as of December 31, 2020.

The following is a summary of amounts outstanding under the credit facility:

	Effective Interest Rate (1)	202
Revolving credit facility (2) (3) (4)	1.19%	$
Tranche A-1 Term Loan (5)	2.59%	$ 2
Tranche A-2 Term Loan (6)	2.49%	2
Unsecured term loans		4
Unamortized deferred financing costs, net		
Unsecured term loans, net		$ 3

(1) Effective interest rate as of December 31, 2020.
(2) As of both December 31, 2020 and 2019, letters of credit with an aggregate face amount of $1.5 million were outstanding under our revolving credit facility.
(3) As of December 31, 2020 and 2019, net deferred financing costs related to our revolving credit facility totaling $6.7 million and $3.1 million were included i
(4) The interest rate for the revolving credit facility excludes a 0.15% facility fee.
(5) As of December 31, 2020 and 2019, $200.0 million and $100.0 million of the outstanding balance was fixed by interest rate swap agreements. As of Decemb swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.39%.

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(6) As of December 31, 2020 and 2019, $200.0 million and $137.6 million of the outstanding balance was fixed by interest rate swap agreements. As of Decemb
swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.34%.

Principal Maturities

The following is a summary of principal maturities of debt outstanding, including mortgages payable, revolving credit facility and the term loans,

Year ending December 31,
2021
2022
2023
2024
2025
Thereafter
Total

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Other Liabilities, Net	12 Months Ended Dec. 31, 2020

Other Liabilities, Net

Other Liabilities, Net

10. Other Liabilities, Net

The following is a summary of other liabilities, net:

		De
		2020
		(In
Lease intangible liabilities	$	33,25
Accumulated amortization		(22,95
Lease intangible liabilities, net		10,30
Lease assumption liabilities		10,12
Lease incentive liabilities		13,91
Liabilities related to operating lease right-of-use assets		10,75
Liabilities related to finance lease right-of-use assets [(1)]		40,22
Prepaid rent		19,80
Security deposits		13,65
Environmental liabilities		18,24
Net deferred tax liability		2,50
Dividends payable		34,07
Derivative agreements, at fair value		44,22
Deferred purchase price [(2)]		19,47
Other		10,47
Total other liabilities, net	$	247,77

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(1) Related to an amendment of the ground lease for 1730 M Street executed during the year ended December 31, 2020. The amendment extended the expiration 2061 to December 2118, and resulted in a change in its classification from an operating to a finance lease.

(2) Deferred purchase price associated with the acquisition of the Americana Hotel. See Note 4 for additional information.

Amortization expense included in "Property rental revenue" in our statements of operations related to lease intangible liabilities for each of the thre December 31, 2020 was $2.0 million, $2.5 million and $2.6 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, 2

Year ending December 31,
2021
2022
2023
2024
2025
Thereafter
Total

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Income Taxes	12 Months Ended Dec. 31, 2020

Income Taxes

Income Taxes

11. 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 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. As of December 31, 2020, our TRSs have an estimated federal and state NOL of approximately $11.0 million. The net basis of our assets and liabilities for tax reporting purposes is approximately $168.0 million higher than the amounts reported in our balance sheet as of December 31, 2020.

The following is a summary of our income tax benefit:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Current tax benefit (expense)	$ 1,232	$ (34)	$ 20
Deferred tax benefit	3,033	1,336	718
Income tax benefit	$ 4,265	$ 1,302	$ 738

As of December 31, 2020 and 2019, we have a net deferred tax liability of $2.5 million and $5.5 million primarily related to the management and leasing contracts assumed in the Combination, partially offset by deferred tax assets associated
with tax versus book differences, related general and administrative expenses and the NOL remaining from 2019, 2018 and 2017. We are subject to federal, state and local income tax examinations by taxing authorities for 2017 through 2020.

	December 31,	
	2020	2019
	(In thousands)	
Deferred tax assets:		
Accrued bonus	$ 1,921	$ 721
NOL	2,770	915
Deferred revenue	—	626
Capital loss	1,283	—
Charitable contributions	1,533	435
Other	265	217
Total deferred tax assets	7,772	2,914
Valuation allowance	(2,072)	(523)
Total deferred tax assets, net of valuation allowance	5,700	2,391
Deferred tax liabilities:		
Basis difference - intangible assets	(5,887)	(7,412)
Basis difference - real estate	(2,164)	—
Other	(158)	(521)
Total deferred tax liabilities	(8,209)	(7,933)
Net deferred tax liability	$ (2,509)	$ (5,542)

During the year ended December 31, 2020, our Board of Trustees declared cash dividends totaling $0.90 of which $0.405 was taxable as ordinary income for federal income tax purposes, $0.27 were capital gain distributions and the remaining $0.225 will be determined in 2021. During the year ended December 31, 2019, our Board of Trustees declared cash dividends totaling $0.90 of which

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$0.468 was taxable as ordinary income for federal income tax purposes and $0.432 were capital gain distributions. During the year ended December 31, 2018, our Board of Trustees declared cash dividends totaling $1.00 (regular dividends of $0.90 per common share and a special dividend of $0.10 per common share) of which $0.531 was taxable as ordinary income for federal income tax purposes and $0.469 were capital gain distributions.

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Redeemable Noncontrolling Interests	12 Months Ended Dec. 31, 2020
Redeemable Noncontrolling Interests	
Redeemable Noncontrolling Interests	

12. 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 limitatio
December 31, 2020 and 2019, unitholders redeemed 1.3 million and 1.7 million OP Units, which we elected to redeem for an equivalent number o
December 31, 2020, outstanding OP Units totaled 13.8 million, representing a 9.5% ownership interest in JBG SMITH LP. On our balance sheet
vested LTIPs are presented at the higher of their redemption value or their carrying value, with such adjustments recognized in "Additional paid-in
per OP Unit is equivalent to the market value of one of our common shares at the end of the period. In 2021, as of the date of this filing, unitho
Units, which we elected to redeem for an equivalent number of our common shares.

Consolidated Real Estate Venture

We are a partner in a consolidated real estate venture that owns a multifamily asset located in Washington, D.C. Pursuant to the terms of the rea
we will fund all capital contributions until our ownership interest reaches a maximum of 97.0%. Our partner can redeem its interest for cash und
December 31, 2020, we held a 96.0% ownership interest in the real estate venture.

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

	Year Ended December 31,				
	2020			2	
	JBG SMITH LP	Consolidated Real Estate Venture	Total	JBG SMITH LP	Con Rea V
	(In thousands)				
Balance as of the beginning of the year	$ 606,699	$ 6,059	$ 612,758	$ 552,159	$
OP Unit redemptions	(47,517)	—	(47,517)	(57,318)	
LTIP Units issued in lieu of cash bonuses [(1)]	4,066	—	4,066	3,954	
Net income (loss) attributable to redeemable noncontrolling interests	(4,818)	(140)	(4,958)	8,566	
Other comprehensive loss	(2,990)	—	(2,990)	(2,584)	
Contributions (distributions)	(15,629)	—	(15,629)	(15,325)	
Share-based compensation expense	64,611	—	64,611	63,264	
Adjustment to redemption value	(81,540)	1,947	(79,593)	53,983	
Balance as of the end of the year	$ 522,882	$ 7,866	$ 530,748	$ 606,699	$

(1) See Note 14 for additional information.

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Property Rental Revenue	12 Months Ended Dec. 31, 2020

Property Rental Revenue

Property Rental Revenue

13. Property Rental Revenue

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

	Year Ended December 31,	
	2020	2019
	(In thousands)	
Fixed	$ 420,521	$ 458,329
Variable	38,437	34,944
Property rental revenue	$ 458,958	$ 493,273

As of December 31, 2020, the amounts that are contractually due, including amounts due from tenants that were placed on a cash basis, 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)
2021	$ 389,714
2022	318,306
2023	271,403
2024	237,333
2025	197,946
Thereafter	946,416

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Share-Based Payments and Employee Benefits	12 Months Ended Dec. 31, 2020
Share-Based Payments and Employee Benefits	
Share-Based Payments and Employee Benefits	

14. Share-Based Payments and Employee Benefits

OP UNITS

The acquisition of JBG/Operating Partners, L.P. in the Combination resulted in the issuance of 3.3 million OP Units to the former owners with a
value of $110.6 million. The OP Units are subject to post-combination vesting over periods of either 12 or 60 months based on continued employm
for these OP Units is recognized over the graded vesting period.

The following is a summary of the OP Units activity:

	Unvested Shares
Unvested as of December 31, 2019	2,872,25
Vested	(1,351,68
Unvested as of December 31, 2020	1,520,57

The total-grant date fair value of the OP Units that vested for each of the three years in the period ended December 31, 2020 was $45.1 million, $4

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 author
million of our common shares pursuant to the Plan. As of December 31, 2020, there were 3.1 million common shares available for issuance under

Formation Awards

Pursuant to the Plan, on July 18, 2017, we granted 2.7 million formation awards ("Formation Awards") based on an aggregate notional value of a
divided by the volume-weighted average price on July 18, 2017 of $37.10 per common share. In 2018, we granted 93,784 Formation Awards bas
average price on the date of issuance of $34.40 per common share.

The Formation Awards are structured in the form of profits interests in JBG SMITH LP that provide for a share of appreciation determined by
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 grant
subject to certain conditions, generally vest 25% on each of the third and fourth anniversaries and 50% on the fifth anniversary, of the date gr
employment with JBG SMITH through each vesting date.

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

The aggregate grant-date fair value of the Formation Awards granted during the year ended December 31, 2018 was $725,000 estimated using M
Formation Awards were granted during the years ended December 31, 2020 and 2019. Compensation expense for these awards is being recogniz
The following is a summary of the significant assumptions used to value the Formation Awards:

Expected volatility
Dividend yield
Risk-free interest rate
Expected life

The following is a summary of the Formation Awards activity:

	Unvested Shares
Unvested as of December 31, 2019	2,484,94
Vested	(782,33
Forfeited	(5,05
Unvested as of December 31, 2020	1,697,55

The total-grant date fair value of the Formation Awards that vested for each of the three years in the period ended December 31, 2020 was $6.
$333,000.

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

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During each of the three years in the period ended December 31, 2020, as part of their annual compensation, we granted a total of 54,607, 50,159 a
Units to non-employee trustees with an aggregate grant-date fair value of $1.5 million, $1.8 million and $794,000. The LTIP Units may not be sol
trustee is serving on the Board.

During each of the three years in the period ended December 31, 2020, we granted 381,504, 351,982 and 367,519 Time-Based LTIP Units t
weighted average grant-date fair value of $38.52, $34.26 and $31.48 per unit that vest over four years, 25.0% per year, subject to continued e
expense for these units is being recognized over a four-year period.

During the years ended December 31, 2020 and 2019, we granted 90,094 and 91,636 of fully vested LTIP Units, with a grant-date fair value of $4
certain executives who elected to receive all or a portion of their cash bonus paid in the subsequent year related to past service in the form of fully

Additionally, during the year ended December 31, 2018, related to our successful pursuit of Amazon's new headquarters in National Landing,
Time-Based LTIP Units to certain employees with a weighted average grant-date fair value of $36.84 per unit. The Special Time-Based LTIP Un
fourth and fifth anniversaries of the grant date, subject to continued employment. Compensation expense for these units is being recognized over

The aggregate grant-date fair value of the LTIP, Time-Based LTIP and Special Time-Based LTIP Units granted (collectively "Granted LTIPs") fo
the period ended December 31, 2020 was $19.9 million, $17.0 million and $25.5 million, valued using Monte Carlo simulations. Holders of the G
to convert all or a portion of vested units into OP Units, which are then subsequently exchangeable for our common shares. Granted LTIPs do not
any OP Units into which units are converted are entitled to redemption rights. Granted LTIPs, generally, vote with the OP Units and do not hav
except in connection with actions that would materially and adversely affect the rights of the Granted LTIPs. The following is a summary of the s
to value the Granted LTIPs:

	Year Ended December	
	2020	2019
Expected volatility	18.0% to 29.0%	18.0% to 24.0
Risk-free interest rate	0.3% to 1.5%	2.3% to 2.6
Post-grant restriction periods	2 to 3 years	2 to 3 yea

The following is a summary of the Granted LTIP activity:

	Unvested Shares
Unvested as of December 31, 2019	1,095,34
Granted	526,20
Vested	(445,85
Forfeited	(4,13
Unvested as of December 31, 2020	1,171,55

The total-grant date fair value of the Granted LTIPs that vested for each of the three years in the period ended December 31, 2020 was $15.3 mill
million.

Performance-Based LTIP and Special Performance-Based LTIP Units

During each of the three years in the period ended December 31, 2020, we granted 593,100, 478,411 and 567,106 Performance-Based LTIP
During the year ended December 31, 2018, related to our successful pursuit of Amazon's new headquarters at our properties in National Landing,
Performance-Based LTIP Units to certain employees.

Performance-Based LTIP Units, including the Special Performance-Based LTIP Units, are performance-based equity compensation pursuant to
opportunity to earn LTIP Units based on the relative performance of the total shareholder return ("TSR") of our common shares compared to
NAREIT Equity Office Index, over the defined performance period beginning on the grant date, inclusive of dividends and stock price appreciati

Our Performance-Based LTIP Units have a three-year performance period. 50% of any Performance-Based LTIP Units that are earned vest
performance period and the remaining 50% vest on the fourth anniversary of the date of grant, subject to continued employment. If, however, th
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 r
thereof, 50% of the units that otherwise could have been earned will be forfeited, and the remaining 50% will be earned and vest if and when we
TSR during the succeeding seven years, measured at the end of each quarter. During the year ended December 31, 2020, the three-year perfor
Performance-Based LTIP Units granted on August 1, 2017. Based on our relative and absolute TSR over the three-year performance period, 50
forfeited, and the remaining 50% of the units became earned and vested following achievement of positive absolute TSR on December 31, 2020.
year performance period ended for the Performance-Based LTIP Units granted on February 2, 2018. Based on our relative performance and absol
performance period, 100% of the units granted were earned.

The aggregate grant-date fair value of the Performance-Based LTIP and Special Performance-Based LTIP Units granted for each of the thre
December 31, 2020 was $11.1 million, $9.3 million and $21.1 million, valued using Monte Carlo simulations. Compensation expense for the Perf
is being recognized over a four-year period, while compensation expense for the Special Performance Based LTIP Units is being recognized o
following is a summary of the significant assumptions used to value both the Performance-Based LTIP and Special Performance-Based LTIP Uni

	Year Ended Decen	
	2020	2019
Expected volatility	15.0%	19.0% to 23.0
Dividend yield	2.3%	2.3% to 2.5
Risk-free interest rate	1.3%	2.3% to 2.6

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

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	Unvested Shares
Unvested as of December 31, 2019	2,117,93
Granted	593,10
Vested	(289,72
Forfeited / cancelled	(294,71
Unvested as of December 31, 2020	2,126,59

The total-grant date fair value of both the Performance-Based LTIP and Special Performance-Based LTIP Units that vested for the year ended D million.

JBG SMITH 2017 ESPP

The JBG SMITH 2017 ESPP authorized the issuance of up to 2.1 million common shares. The ESPP provides eligible employees an option to pu calendar year, through payroll deductions, of our common shares at a discount of 15.0% of the closing price of a common share on relevant determi aggregate number of common shares reserved for issuance under the ESPP will automatically increase on January 1 of each year, unless the C the Board of Trustees determines to limit any such increase, by the lesser of: (i) 0.10% of the total number of outstanding common shares on De calendar year or (ii) 206,600 common shares.

Pursuant to the ESPP, employees purchased 68,047, 47,022 and 20,178 common shares for $1.7 million, $1.5 million and $597,000 during ea period ended December 31, 2020. The following is a summary of the significant assumptions used to value the ESPP common shares using the Bl

	Year Ended Decem	
	2020	2019
Expected volatility	13.0% to 67.0%	18.0% to
Dividend yield	1.1% to 3.3%	2.6% t
Risk-free interest rate	0.1% to 1.7%	2.2% t
Expected life	6 months	6

As of December 31, 2020, there were 1.9 million common shares available for issuance under the ESPP.

Share-Based Compensation Expense

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

	Year Ended Decembe	
	2020	2019
		(In thousands)
Time-Based LTIP Units	$ 14,018	$ 1
Performance-Based LTIP Units	17,815	
LTIP Units	1,100	
Other equity awards [1]	6,024	
Share-based compensation expense - other	38,957	2
Formation Awards	4,242	
OP Units [2]	21,439	2
LTIP Units [2]	397	
Special Performance-Based LTIP Units [3]	2,663	
Special Time-Based LTIP Units [3]	2,937	
Share-based compensation related to Formation Transaction and special equity awards [4]	31,678	4
Total share-based compensation expense	70,635	6
Less amount capitalized	(4,584)	(
Share-based compensation expense	$ 66,051	$ 6

---

(1) Primarily comprising compensation expense for certain executives who have elected to receive all or a portion of any cash bonus that may be paid in the subs service in the form of fully vested LTIP Units and related to our ESPP.

(2) Represents share-based compensation expense for LTIP Units and OP Units issued in the Formation Transaction, which are subject to post-Combination emp

(3) Represents equity awards issued related to our successful pursuit of Amazon's new headquarters in National Landing.

(4) Included in "General and administrative expense: Share-based compensation related to Formation Transaction and special equity awards" in the accompanyi

As of December 31, 2020, we had $46.5 million of total unrecognized compensation expense related to unvested share-based payment arrangeme recognized over a weighted average period of 1.8 years.

Employee Benefits

We have a 401(k) defined contribution plan covering substantially all of our officers and employees which permits participants to defer compe amount permitted by law. We provide a discretionary matching contribution. Employees' contributions vest immediately and our matching contri Our contributions for each of the three years in the period ended December 31, 2020 were $2.2 million, $2.0 million and $1.8 million.

2021 Grants

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Beginning in 2021, certain employees were granted restricted share units ("RSUs") with time-based vesting requirements ("Time-Based RSUs") an
based vesting requirements ("Performance-Based RSUs") as part of their annual compensation. Vesting requirements and compensation expens
Based RSUs and the Performance-Based RSUs are identical to those of the Time-Based LTIP Units and Performance-Based Units. In January
Time-Based LTIP Units, 627,874 Performance-Based LTIP Units, 18,343 Time-Based RSUs and 11,886 Performance-Based RSUs to certain en
aggregate grant-date fair value of $24.4 million.

In January 2021, we granted 163,065 fully vested LTIP Units, with a total grant-date fair value of $4.8 million, to certain employees who elected t
their cash bonus earned during 2020 paid in the form of fully vested LTIP Units.

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Transaction and Other Costs

12 Months Ended Dec. 31, 2020

Transaction and Other Costs

Transaction and Other Costs

15. Transaction and Other Costs

The following is a summary of transaction and other costs:

	Year Ended Decembe	
	2020	2019
	(In thousands)	
Relocation of corporate headquarters [1]	$ —	$ 1
Demolition costs [2]	682	
Integration and severance costs [3]	3,694	
Completed, potential and pursued transaction expenses	294	
Other [4]	4,000	
Transaction and other costs	$ 8,670	$ 2

(1) In November 2019, we relocated our corporate headquarters. Upon the relocation of our corporate headquarters, we incurred an impairment loss on the right- related to our former corporate headquarters as well as other costs. See Note 18 for additional information.

(2) For the year ended December 31, 2020, related to 223 23rd Street and 2250 Crystal Drive (formerly 2300 Crystal Drive). For the year ended December 31, 20 Drive.

(3) For the year ended December 31, 2018, included transition services provided by our former parent.

(4) For the years ended December 31, 2020 and 2019, related to charitable commitments to the Washington Housing Conservancy, a non-profit that acquires and housing in the Washington D.C. metropolitan region. For the year ended December 31, 2018, related costs associated with the successful pursuit of Amazon' properties in National Landing for the year ended December 31, 2018.

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Interest Expense	12 Months Ended Dec. 31, 2020

Interest Expense

Interest Expense

16. Interest Expense

The following is a summary of interest expense:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Interest expense before capitalized interest	$ 70,561	$ 78,313	$ 90,729
Amortization of deferred financing costs	3,315	3,217	4,661
Interest expense related to finance lease right-of-use assets	1,450	921	922
Net loss (gain) on derivative financial instruments not designated as cash flow hedges:			
Net unrealized	184	50	(926)
Net realized	—	—	(135)
Capitalized interest	(13,189)	(29,806)	(20,804)
Interest expense	$ 62,321	$ 52,695	$ 74,447

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Shareholders' Equity and Earnings (Loss) Per Common Share	12 Months Ended Dec. 31, 2020

Shareholders' Equity and Earnings (Loss) Per Common Share

Shareholders' Equity and Earnings (Loss) Per Common Share

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

Common Shares Repurchased

In March 2020, our Board of Trustees authorized the repurchase of up to $500 million of our outstanding common shares. During the year ended December 31, 2020, we repurchased and retired 3.8 million common shares for $104.8 million, an average purchase price of $27.72 per share. In 2021, as of the date of this filing, we repurchased and retired 270,862 common shares for $8.1 million, an average purchase price of $29.93 per share, pursuant to a repurchase plan under Rule 10b5-1 of the Exchange Act.

Shareholders' Equity

In April 2019, we closed an underwritten public offering of 11.5 million common shares (including 1.5 million common shares related to the exercise of the underwriters' option to cover overallotments) at $42.00 per share, which generated net proceeds, after deducting the underwriting discounts and commissions and other offering expenses, of $472.8 million.

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 the amounts of net income (loss) available to common shareholders used in calculating basic and diluted earnings per common share to net income (loss):

	Year Ended December 31,		
	2020	2019	2018
	(In thousands, except per share amounts)		
Net income (loss)	$ (67,261)	$ 74,144	$ 46,613
Net (income) loss attributable to redeemable noncontrolling interests	4,958	(8,573)	(6,710)
Net loss attributable to noncontrolling interests	—	—	21
Net income (loss) attributable to common shareholders	(62,303)	65,571	39,924
Distributions to participating securities	(3,100)	(2,489)	(2,599)
Net income (loss) available to common shareholders - basic and diluted	$ (65,403)	$ 63,082	$ 37,325
Weighted average number of common shares outstanding - basic and diluted	133,451	130,687	119,176
Earnings (loss) per common share - basic and diluted	$ (0.49)	$ 0.48	0.31

The effect of the redemption of OP Units and Time-Based LTIP Units that were outstanding as of December 31, 2020 and 2019 is excluded in the computation of diluted earnings 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 per share). Since OP Units and 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 OP Unit and Time-Based LTIP Unit 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 per common share. Performance-Based LTIP Units, Special Performance-Based LTIP Units and Formation Awards,

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which totaled 4.7 million, 4.7 million and 3.9 million for each of the three years in the period ended December 31, 2020, were excluded from the calculation of diluted earnings per common share as they were antidilutive, but potentially could be dilutive in the future.

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Fair Value Measurements

12 Months Ended Dec. 31, 2020

Fair Value Measurements

Fair Value Measurements

18. 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 va instruments. We do not enter into derivative financial instruments for speculative purposes.

As of December 31, 2020 and 2019, we had various derivative financial instruments consisting of interest rate swap and cap agreements that are recurring basis. The net unrealized loss on our derivative financial instruments designated as cash flow hedges was $43.9 million and $17.7 millio and 2019 and was recorded in "Accumulated other comprehensive loss" in our balance sheets, of which a portion was reclassified to "Redeemabl Within the next 12 months, we expect to reclassify $17.5 million as an increase 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 a determined using interest rate pricing models and observable inputs. The derivative financial instruments are classified within Level 2 of the valu

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

		Fair Value Measure	
	Total	Level 1	L
		(In thousands)	
December 31, 2020			
Derivative financial instruments designated as cash flow hedges:			
Classified as liabilities in "Other liabilities, net"	$ 44,222	—	$
Derivative financial instruments not designated as cash flow hedges:			
Classified as assets in "Other assets, net"	35	—	
December 31, 2019			
Derivative financial instruments designated as cash flow hedges:			
Classified as liabilities in "Other liabilities, net"	$ 17,440	—	$

The fair values of our derivative financial instruments were determined using widely accepted valuation techniques, including discounted cash fl cash flows of the derivative financial instrument. This analysis reflected the contractual terms of the derivative, including the period to maturity, a based inputs, including interest rate market data and implied volatilities in such interest rates. While it was determined that the majority of th derivatives fall within Level 2 of the fair value hierarchy under authoritative accounting guidance, the credit valuation adjustments associated with Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default. However, as of December 31, 2020 and 2019, the s the credit valuation adjustments on the overall valuation of the derivative financial instruments was assessed, and it was determined that these adjus to the overall valuation of the derivative financial instruments. As a result, it was determined that the derivative financial instruments in their ent Level 2 of the fair value hierarchy. The net unrealized gains and losses included in "Other comprehensive income (loss)" in our statements of co for each of the three years in the period ended December 31, 2020 were attributable to the net change in unrealized gains or losses related to were outstanding during those periods, none of which were reported in our statements of operations as the interest rate swaps were documente instruments.

Fair Value Measurements on a Nonrecurring Basis

Assets measured at fair value on a nonrecurring basis on our balance sheet as of December 31, 2020 consisted of a commercial real estate asset, On in Bethesda, Maryland, that was written down to its estimated fair value of $3.3 million, including the right-of-use asset associated with the prope classified as Level 3 in the fair value hierarchy. An impairment exists when the carrying amount of an asset exceeds the sum of the undiscour result from the use and eventual disposition of the asset. Our estimate of fair value was determined using a discounted cash flow model, which con the anticipated holding period, current market conditions and utilizes unobservable quantitative inputs, including appropriate capitalization and d with the preparation and review of our 2020 annual financial statements, we recognized an impairment loss of $10.2 million, which is included i statement of operations. There were no other assets measured at fair value on a nonrecurring basis as of December 31, 2020.

Assets measured at fair value on a nonrecurring basis on our balance sheet as of December 31, 2019 consisted of the right-of-use asset related to lease, which we measured for impairment upon relocation to our new corporate headquarters in November 2019. Prior to the relocation, we lease we owned through one of our unconsolidated real estate ventures. With the adoption of Topic 842 in January 2019, we recorded a right-of-use a future use of our former headquarters. Upon the relocation of our corporate headquarters, we impaired the right-of-use asset due to our change value of the right-of-use asset subsequent
to the relocation was based on Level 3 inputs, including estimated sublease income and our incremental borrowing rate. During the year end recognized an impairment loss of $10.2 million and certain additional expenses related to the relocation of our corporate headquarters, which is in other costs" on our statement of operations. There were no other assets measured at fair value on a nonrecurring basis as of December 31, 2019. information.

Financial Assets and Liabilities Not Measured at Fair Value

As of December 31, 2020 and 2019, all financial instruments and liabilities were reflected in our balance sheets at amounts which, in our estimatio their fair values, except for the following:

	December 31, 2020		Decem
	Carrying Amount (1)	Fair Value	Carrying Amount (1)
		(In thousands)	
Financial liabilities:			

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Mortgages payable	$ 1,603,869	$ 1,606,470	$ 1,127,84
Revolving credit facility	—	—	200,00
Unsecured term loans	400,000	399,678	300,00

(1) The carrying amount consists of principal only.

The fair values of the mortgages payable, revolving credit facility and unsecured term loans were determined using Level 2 inputs of the fair valu

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Segment Information

12 Months Ended
Dec. 31, 2020

[**Segment Information**]

[Segment Information]

19. Segment Information

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

The CODM measures and evaluates the performance of our operating segments, with the exception of the third-party asset management and re
based on the net operating income ("NOI") of properties within each segment. NOI includes property rental revenue and other property reve
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 segme
services, including reimbursements"), as well as the expenses attributable to the segment ("General and administrative: third-party real estate
disclosed separately in our statements of operations. The following represents the components of revenue from our third-party real estate services

	Year Ended Decembe	
	2020	2019
		(In thousands)
Property management fees	$ 20,178	$
Asset management fees	9,791	
Development fees [1]	11,496	
Leasing fees	5,594	
Construction management fees	2,966	
Other service revenue	7,255	
Third-party real estate services revenue, excluding reimbursements	57,280	
Reimbursement revenue [2]	56,659	
Third-party real estate services revenue, including reimbursements	113,939	12
Third-party real estate services expenses	114,829	11
Third-party real estate services revenue less expenses	$ (890)	$

(1) Estimated development fee revenue totaling $69.8 million as of December 31, 2020 is expected to be recognized over the next seven years as unsatisfied per
completed.

(2) Represents reimbursement of expenses incurred by us on behalf of third parties, including allocated payroll costs and amounts paid to third-party contractors
projects.

Management company assets primarily consist of management and leasing contracts with a net book value of $25.5 million and $31.5 million
assets, net" in our balance sheets as of December 31, 2020 and 2019. Consistent with internal reporting presented to our CODM and our definit
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 Decemb	
	2020	2019
		(In thousands)
Net income (loss) attributable to common shareholders	$ (62,303)	$
Add:		
Depreciation and amortization expense	221,756	19
General and administrative expense:		
Corporate and other	46,634	
Third-party real estate services	114,829	11
Share-based compensation related to Formation Transaction and special equity awards	31,678	
Transaction and other costs	8,670	
Interest expense	62,321	
Loss on extinguishment of debt	62	
Impairment loss	10,232	
Reduction of gain on bargain purchase	—	
Income tax benefit	(4,265)	
Net income (loss) attributable to redeemable noncontrolling interests	(4,958)	
Less:		
Third-party real estate services, including reimbursements revenue	113,939	12
Other revenue	15,372	
Income (loss) from unconsolidated real estate ventures, net	(20,336)	
Interest and other income (loss), net	(625)	
Gain on sale of real estate	59,477	10
Net loss attributable to noncontrolling interests	—	
Consolidated NOI	$ 256,829	$ 31

The following is a summary of NOI by segment. Items classified in the Other column include future development pipeline assets, corporate ent
intersegment activity.

Year Ended December 31, 202		
Commercial	Multifamily	Other
	(In thousands)	

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	Commercial	Multifamily	Other
Property rental revenue	$ 345,403	$ 121,559	$ (
Other property revenue	13,888	327	
Total property revenue	359,291	121,886	(
Property expense:			
Property operating	105,489	47,508	(
Real estate taxes	47,607	19,233	
Total property expense	153,096	66,741	(
Consolidated NOI	$ 206,195	$ 55,145	$ (

	Year Ended December 31, 201		
	Commercial	Multifamily	Other
	(In thousands)		
Property rental revenue	$ 383,311	$ 116,330	$ (
Other property revenue	25,593	380	
Total property revenue	408,904	116,710	(
Property expense:			
Property operating	113,177	35,236	(1
Real estate taxes	50,115	15,021	
Total property expense	163,292	50,257	(
Consolidated NOI	$ 245,612	$ 66,453	$

	Year Ended December 31, 201		
	Commercial	Multifamily	Other
	(In thousands)		
Property rental revenue	$ 404,826	$ 108,989	$
Other property revenue	25,216	368	
Total property revenue	430,042	109,357	
Property expense:			
Property operating	118,288	31,502	(
Real estate taxes	53,324	14,280	
Total property expense	171,612	45,782	
Consolidated NOI	$ 258,430	$ 63,575	$ (

The following is a summary of certain balance sheet data by segment:

	Commercial	Multifamily	Other
	(In thousands)		
December 31, 2020			
Real estate, at cost	$ 3,459,171	$ 2,036,131	$ 50
Investments in unconsolidated real estate ventures	327,798	108,593	2
Total assets [1]	3,430,509	1,787,718	86
December 31, 2019			
Real estate, at cost	$ 3,415,294	$ 1,998,297	$ 36
Investments in unconsolidated real estate ventures	396,199	107,882	3
Total assets [1]	3,361,122	1,682,872	94

(1) Includes assets held for sale. See Note 4 for additional information.

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Commitments and Contingencies	12 Months Ended Dec. 31, 2020

Commitments and Contingencies

Commitments and Contingencies

20. 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 insura
$1.5 billion per occurrence, with sub-limits for certain perils such as floods and earthquakes on each of our properties. We also maintain coverage
captive insurance subsidiary, for a portion of the first loss on the above limits and for both terrorist acts and for nuclear, biological, chemical or ra
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 wha
on commercially reasonable terms in the future. We are responsible for deductibles and losses in excess of the insurance coverage, which could be

Our debt, consisting of mortgages payable secured by our properties, a revolving credit facility and unsecured term loans, contains customary co
insurance coverage. Although we believe that we currently have adequate insurance coverage, we may not be able to obtain an equivalent amoun
costs in the future. If lenders insist on greater coverage than we are able to obtain, it could adversely affect the ability to finance or refinance our p

Construction Commitments

As of December 31, 2020, we had construction in progress that will require an additional $18.9 million to complete ($9.6 million related to ou
$9.3 million related to our unconsolidated real estate ventures at our share), based on our current plans and estimates, which we anticipate will b
the next one to two years. These capital expenditures are generally due as the work is performed, and we expect to finance them with debt pro
recapitalizations and sales, issuance and sale of equity securities, 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 t
assets. The environmental assessments did not reveal any material environmental contamination that we believe would have a material adverse ef
financial condition or results of operations, or that have not been anticipated and remediated during site redevelopment as required by law. Ne
assurance that the identification of new areas of contamination, changes in the extent or known scope of contamination, the discovery of additional
requirements would not result in significant cost to us. Environmental liabilities total $18.2 million and $17.9 million as of December 31, 2020 an
"Other liabilities, net" in our balance sheets.

Operating and Finance Leases

As of December 31, 2020, the weighted average discount rate used in calculating lease liabilities for our active operating and finance leases was
weighted average remaining lease terms of 10.9 years and 98.0 years.

As of December 31, 2020, future minimum lease payments under our non-cancellable operating and finance leases are as follows:

Year ending December 31,		Operating
		(I
2021	$	2,5
2022		2,2
2023		1,2
2024		1,2
2025		1,3
Thereafter		6,2
Total future minimum lease payments		14,8
Imputed interest		(4,1
Total [(1)]	$	10,7

(1) The total for operating leases of $10.8 million corresponds to liabilities related to operating lease right-of-use assets and the total for finance leases of $40.2
liabilities related to finance lease right-of-use assets, both of which are included in "Other liabilities, net" as of December 31, 2020. See Note 10 for additiona

During the years ended December 31, 2020 and 2019, we incurred $2.9 million and $2.3 million of fixed operating and finance lease costs, and $
of variable operating lease costs.

Other

As of December 31, 2020, we had committed tenant-related obligations totaling $56.1 million ($52.3 million related to our consolidated entities
our unconsolidated real estate ventures at our share). The timing and amounts of payments for tenant-related obligations are uncertain and may or
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 ma
financial condition, results of operations or cash flows.

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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 unconso
to (i) guarantee portions of the principal, interest and other amounts in connection with borrowings, (ii) provide customary environmental indem
carve-outs (e.g., guarantees against fraud, misrepresentation and bankruptcy) in connection with borrowings or (iii) provide guarantees to lender
the completion of development projects. We customarily have agreements with our outside venture partners whereby the partners agree to reimb
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 ve
agree to either indemnify the partners and/or the associated ventures with respect to certain contingent liabilities associated with operating assets
for its share of any payments made by them under certain guarantees. Guarantees (excluding environmental) customarily terminate either upon t
circumstances or repayment of the underlying debt. Amounts that we may be required to pay in future periods in relation to guarantees associat
operating losses are not estimable.

As of December 31, 2020, we had additional capital commitments and certain recorded guarantees to our unconsolidated real estate ventures to
December 31, 2020, 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
amounts, (ii) provide customary environmental indemnifications and nonrecourse carve-outs (e.g., guarantees against fraud, misrepresentation and
guarantees to lenders, tenants and other third parties for the completion of development projects. As of December 31, 2020, the aggregate an
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
allocate tax liabilities if the distribution of JBG SMITH shares by Vornado, together with certain related transactions, is determined not to be tax-
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

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Transactions with Related Parties	12 Months Ended Dec. 31, 2020
Transactions with Related Parties	
Transactions with Related Parties	**21. Transactions with Related Parties** Our third-party asset management and real estate services business provides fee-based real estate services to the WHI, Amazon, the JBG Legacy Funds and other third parties. We provide services for the benefit of the JBG Legacy Funds that own interests in the assets retained by the JBG Legacy Funds. In connection with the contribution to us of the 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 and Board of 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 cash payments if the fund or real estate venture achieves certain return thresholds. The WHI was launched by us and 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. We are the manager for the WHI Impact Pool, which is the social impact debt financing vehicle of the WHI. As of December 31, 2020, the WHI Impact Pool had completed closings of capital commitments totaling $114.4 million, which included a commitment from us of $11.2 million. The third-party real estate services revenue, including expense reimbursements, from the JBG Legacy Funds and the WHI Impact Pool was $22.4 million, $36.5 million and $33.8 million for each of the three years in the period ended December 31, 2020. As of December 31, 2020 and 2019, we had receivables from the JBG Legacy Funds and the WHI Impact Pool totaling $7.5 million and $6.2 million for such services. We rented our former corporate offices from an unconsolidated real estate venture and made payments totaling $4.6 million, $5.0 million and $4.9 million for each of the three years in the period ended December 31, 2020. In November 2019, we relocated our corporate headquarters. Upon the relocation of our corporate headquarters, we impaired the right-of-use asset due to our change in the use of the asset. See Note 18 for additional information. 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 $16.9 million, $21.8 million and $20.9 million for each of the three years in the period ended December 31, 2020 which is included in "Property operating expenses" in our statements of operations.

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Quarterly Financial Data (unaudited)

12 Months Ended Dec. 31, 2020

Quarterly Financial Data (unaudited)

Quarterly Financial Data (unaudited)

22. Quarterly Financial Data (unaudited)

2020		**First Quarter (1)**		**Second Quarter (2) (3)**		**Third Quarter (**
				(In thousands, except per share dat		
Total revenue	$	158,107	$	144,952	$	15
Net income (loss)		48,175		(40,263)		(2
Net income (loss) attributable to common shareholders		42,925		(36,780)		(2
Earnings (loss) per share - basic and diluted		0.32		(0.28)		

(1) During the first quarter of 2020, we recognized a gain on the sale of real estate of $59.5 million from the sale of Metropolitan Park.

(2) Beginning in the second quarter of 2020, as a result of COVID-19, we have experienced significantly decreased retail revenue, which has resulted in increase against rent receivables, decreased multifamily revenue due to lower occupancy and higher concession, a decline in parking revenue, depressed near-term lea commercial and multifamily portfolios and increased interest expense from borrowings.

(3) During the second quarter of 2020, we recorded a $6.5 million impairment loss related to our investment in our former unconsolidated real estate venture tha Park.

(4) During the fourth quarter of 2020, in connection with the preparation and review of our 2020 annual financial statements, we recorded a $10.2 million impai down of One Democracy Plaza, a commercial real estate asset located in Bethesda, Maryland, to its estimated fair value. Additionally, during the fourth quar $15.0 million against deferred (straight-line) rent receivables and $8.2 million of income associated with certain lease guarantees.

2019		**First Quarter (1)**		**Second Quarter**		**Third Quarter (**
				(In thousands, except per share dat		
Total revenue	$	155,199	$	160,617	$	16
Net income (loss)		28,248		(3,328)		1
Net income (loss) attributable to common shareholders		24,861		(3,040)		
Earnings (loss) per share - basic and diluted		0.20		(0.03)		

(1) During the first quarter of 2019, we recognized a gain on the sale of real estate of $39.0 million from the sale of Commerce Executive/Commerce Metro Lan

(2) During the third quarter of 2019, we recognized a gain on the sale of real estate of $8.1 million from the sale of 1600 K Street.

(3) During the fourth quarter of 2019, we recognized an aggregate gain on the sale of real estate of $57.9 million, from the sale of Vienna Retail, and the partial s remaining interest subsequent to the transfer of control in the real estate venture that owns Central Place Tower. Additionally, during the fourth quarter of 20 loss of $10.2 million and certain additional expenses related to the relocation of our corporate headquarters.

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Schedule II - VALUATION AND QUALIFYING ACCOUNTS

12 Months Ended

Dec. 31, 2020

VALUATION AND QUALIFYING ACCOUNTS

VALUATION AND QUALIFYING ACCOUNTS

SCHEDULE II
JBG SMITH PROPERTIES
VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

	Balance at Beginning of Year	Additions Charged Against Operations	Adjustments to Valuation Accounts	Uncolle Accou Writte
Allowance for doubtful accounts [1] for year ended December 31:				
2020 [2]	$ —	$ —	$ —	$
2019 [2]	$ —	$ —	$ —	$
2018	$ 6,285	$ 3,298	$ —	$

(1) Includes allowance for doubtful accounts related to tenant and other receivables and deferred rent receivable.

(2) Due to the adoption of Topic 842 as of January 1, 2019, we recognize changes in the assessment of collectability of tenant receivables as adjustments to the s our balance sheet and to "Property rental revenue" in our statement of operations. Prior to the adoption of Topic 842, we recorded estimated losses on tenant for doubtful accounts in our balance sheets and to "Property operating expenses" in our statements of operations.

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Schedule III - REAL ESTATE AND ACCUMULATED DEPRECIATION	12 Months Ended
	Dec. 31, 2020
REAL ESTATE AND ACCUMULATED DEPRECIATION	
REAL ESTATE AND ACCUMULATED DEPRECIATION	

SCHEDULE III
JBG SMITH PROPERTIES
REAL ESTATE AND ACCUMULATED DEPRECIATION
December 31, 2020
(Dollars in thousands)

		Initial Cost to Company		Costs Capitalized Subsequent	Gross Amounts at Which Carried at Close of Period			Accumulated Depreciation
Description	Encumbrances[1]	Land and Improvements	Buildings and Improvements	to Acquisition[2]	Land and Improvements	Buildings and Improvements	Total	and Amortization
Commercial Operating Assets								
Universal Buildings	$ —	$ 69,393	$ 143,320	$ 23,146	$ 68,612	$ 167,247	$ 235,859	$ 60,878
2101 L Street	131,000	32,815	51,642	94,947	39,769	139,635	179,404	48,761
1730 M Street	47,500	10,095	17,541	19,631	10,687	36,580	47,267	15,658
1700 M Street	—	34,178	46,938	(26,135)	54,981	—	54,981	—
Courthouse Plaza 1 and 2	1,100	—	105,475	58,381	—	163,856	163,856	72,455
2121 Crystal Drive	131,535	21,503	87,329	31,082	22,724	117,190	139,914	53,798
2345 Crystal Drive	—	23,126	93,918	57,702	24,078	150,668	174,746	61,360
2231 Crystal Drive	—	20,611	83,705	23,774	21,658	106,432	128,090	50,663
1550 Crystal Drive	—	22,182	70,525	119,676	22,683	189,700	212,383	46,211
RTC - West	117,300	33,220	134,108	21,881	33,390	155,819	189,209	22,995
2011 Crystal Drive	—	18,940	76,921	45,933	19,595	122,199	141,794	56,536
2451 Crystal Drive	—	11,669	68,047	42,182	12,427	109,471	121,898	46,209
1235 S. Clark Street	78,000	15,826	56,090	32,773	16,593	88,096	104,689	40,881
241 18th Street S.	—	13,867	54,169	44,708	17,162	95,582	112,744	41,724
251 18th Street S.	34,152	12,305	49,360	59,837	15,990	105,512	121,502	50,350
1215 S. Clark Street	—	13,636	48,380	55,332	14,279	103,069	117,348	41,309
201 12th Street S.	32,728	8,432	52,750	25,853	9,052	77,983	87,035	37,083
800 North Glebe Road	107,500	28,168	140,983	2,313	28,169	143,295	171,464	20,836
2200 Crystal Drive	—	10,136	30,050	36,316	10,707	65,795	76,502	23,826
1225 S. Clark Street	—	11,176	43,495	35,288	11,710	78,249	89,959	30,304
1901 South Bell Street	—	11,669	36,918	20,607	12,225	56,969	69,194	28,182
Crystal City Marriott	—	8,000	47,191	23,103	8,050	70,244	78,294	27,660
2100 Crystal Drive [4]	—	7,957	23,590	7,660	8,453	30,754	39,207	399
1800 South Bell Street	—	9,072	28,702	9,834	9,285	38,323	47,608	10,670
200 12th Street S.	16,439	8,016	30,552	20,714	8,399	50,883	59,282	25,446
Crystal City Shops at 2100	—	4,059	9,309	3,573	4,049	12,892	16,941	5,999
Crystal Drive Retail	—	5,241	20,465	3,205	5,363	23,548	28,911	11,921
7200 Wisconsin Avenue	—	34,683	92,059	14,819	34,911	106,650	141,561	12,715
One Democracy Plaza	—	—	33,628	(27,374)	—	6,254	6,254	—
4747 Bethesda Avenue	175,000	31,510	21,870	130,534	32,513	151,401	183,914	7,265
Commercial Construction Assets								
1770 Crystal Drive	—	10,771	44,276	70,807	11,387	114,467	125,854	490
Multifamily Operating Assets								
Fort Totten Square	—	24,390	90,404	1,078	24,395	91,477	115,872	13,060
WestEnd25	—	67,049	5,039	112,082	68,282	115,888	184,170	33,772
F1RST Residences	—	31,064	133,256	209	31,064	133,465	164,529	5,481
1221 Van Street	87,253	27,386	63,775	27,193	28,208	90,146	118,354	12,300
North End Retail	—	5,847	9,333	(314)	5,871	8,995	14,866	1,036
RiverHouse Apartments	307,710	118,421	125,078	93,451	138,972	197,978	336,950	77,914
The Bartlett	217,453	41,687	—	225,964	41,883	225,768	267,651	27,452
220 20th Street	80,240	8,434	19,340	102,263	8,870	121,167	130,037	38,317
2221 S. Clark Street	—	6,185	16,981	41,737	6,496	58,407	64,903	11,332
Falkland Chase - South & West	38,959	18,530	44,232	1,362	18,656	45,468	64,124	7,143
Falkland Chase - North	—	9,810	22,706	(1,706)	8,998	21,812	30,810	3,435
West Half	—	45,668	17,902	161,342	48,507	176,405	224,912	11,535

		Initial Cost to Company		Costs Capitalized Subsequent	Gross Amounts at Which Carried at Close of Period			Accumulated Depreciation
Description	Encumbrances[1]	Land and Improvements	Buildings and Improvements	to Acquisition[2]	Land and Improvements	Buildings and Improvements	Total	and Amortization
The Wren	$ —	$ 14,306	$ —	$ 140,119	$ 17,737	$ 136,688	$ 154,425	$ 3,63
900 W Street	—	21,685	5,162	33,182	22,121	37,908	60,029	76

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901 W Street	—	25,992	8,790	69,668	26,879	77,571	104,450	2,37
Near-Term Development Pipeline								
1900 Crystal Drive	—	16,811	53,187	2,810	—	72,808	72,808	—
5 M Street Southwest	—	15,550	6,451	520	12,672	9,849	22,521	54
2000 South Bell Street	—	3,882	—	4,950	3,955	4,877	8,832	—
2001 South Bell Street		3,418	16,746	13,417	3,482	30,099	33,581	26,24
223 23rd Street	—	3,910	6,546	2,700	3,910	9,246	13,156	—
2250 Crystal Drive		3,974	8,644	4,157	3,974	12,801	16,775	—
Gallaudet Parcel 1-3	—	—	—	3,824	—	3,824	3,824	—
2525 Crystal Drive	—	5,086	—	4,900	5,085	4,901	9,986	—
RTC - West Trophy Office	—	8,687	—	2,494	8,687	2,494	11,181	—
101 12th Street	—	6,335	—	3,662	6,335	3,662	9,997	—
Future Development Pipeline	—	232,761	1,524	50,917	257,532	27,670	285,202	11
Corporate								
Corporate	400,000	—	—	9,022	—	9,022	9,022	3,66
	2,003,869	1,309,124	2,498,402	2,193,105	1,391,472	4,609,159	6,000,631	1,232,69
Held for sale								
Pen Place	—	104,473	55	(30,643)	61,970	11,915	73,885	9
	$ 2,003,869	$ 1,413,597	$ 2,498,457	$ 2,162,462	$ 1,453,442	$ 4,621,074	$ 6,074,516	$ 1,232,69

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
reported in our balance sheet as of December 31, 2020.

(1) Represents the contractual debt obligations.
(2) Includes asset impairments recognized, amounts written off in connection with redevelopment activities, partial sale of assets and the reclassification of the net book value of assets to construction in pro
(3) Date of original construction, many assets have had substantial renovation or additional construction. See "Costs Capitalized Subsequent to Acquisition" column.
(4) As of December 31, 2020, the asset is out of service.

The following is a reconciliation of real estate and accumulated depreciation:

	Year Ended D	
	2020	**201**
Real Estate:		
Balance at beginning of the year	$ 5,943,970	$
Acquisitions	65,270	
Additions	252,306	
Assets sold or written-off	(152,000)	
Real estate impaired [1]	(35,030)	
Balance at end of the year	$ 6,074,516	$
Accumulated Depreciation:		
Balance at beginning of the year	$ 1,119,612	$
Depreciation expense	194,190	
Accumulated depreciation on assets sold or written-off	(53,878)	
Accumulated depreciation on real estate impaired [1]	(27,225)	
Balance at end of the year	$ 1,232,699	$

(1) In connection with the preparation and review of our 2020 annual financial statements, we determined that One Democracy Plaza, a commercial asset located in Bethesda, Maryland, was impaired due t
and recorded an impairment loss of $10.2 million, of which $7.8 million related to real estate. The remaining $2.4 million of the impairment loss was attributable to the right-of-use asset associated with

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Summary of Significant Accounting Policies (Policies)	12 Months Ended Dec. 31, 2020

Summary of Significant Accounting Policies

Basis of Presentation

Basis of Presentation

The accompanying consolidated financial statements and notes are prepared in accordance with accounting principles generally accepted in th ("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 other entities, includin we have a controlling financial interest. See Note 7 for additional
information on our variable interest entities ("VIEs"). The portions of the equity and net income (loss) of consolidated subsidiaries that are not att separately as amounts attributable to noncontrolling interests in our consolidated financial statements.

References to the financial statements refer to our consolidated financial statements as of December 31, 2020 and 2019, and for each of the thre December 31, 2020. References to our balance sheets refer to our consolidated balance sheets as of December 31, 2020 and 2019. References to refer to our consolidated statements of operations for each of the three years in the period ended December 31, 2020. References to our statemen (loss) refer to our consolidated statements of comprehensive income (loss) for each of the three years in the period ended December 31, 2020. R of cash flows refer to our consolidated statements of cash flows for each of the three years in the period ended December 31, 2020.

Use of Estimates

Use of Estimates

The preparation of the financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amou and the disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses The most significant of these estimates include: (i) the underlying cash flows and holding periods used in assessing impairment; (ii) the deter tangible and intangible assets; and (iii) the assessment of the collectability of receivables, including deferred rent receivables. Due to the cur coronavirus ("COVID-19"), commencing in March 2020, authorities in jurisdictions where our properties are located issued stay-at-home orde and permitted businesses operations. The effects of COVID-19 have most significantly impacted the operations of many of our retail tenants, whi 7% of our revenue for the year ended December 31, 2020, revenue from our multifamily assets, our commercial parking revenue, the operations and our interest in the former unconsolidated venture that owns The Marriott Wardman Park hotel. The extent to which COVID-19 impacts us on future developments, which are highly uncertain. At this time, there are no outstanding stay-at-home orders in jurisdictions where our properti extent and duration of restrictions on travel and permitted businesses operations and other effects of COVID-19 on us and our tenants have af preparation of the underlying cash flows used in assessing our long-lived assets for impairment and the assessment of the collectability of receiva deferred rent receivables. We have made what we believe to be appropriate accounting estimates based on the facts and circumstances available the extent these estimates differ from actual results, our consolidated financial statements may be materially affected.

Asset Acquisitions and Business Combinations

Asset Acquisitions and Business Combinations

We account for asset acquisitions, which includes the consolidation of previously unconsolidated real estate ventures, at cost, including transacti of any assumed debt. We estimate the fair values of acquired tangible assets (consisting of real estate, cash and cash equivalents, tenant and other unconsolidated real estate ventures and other assets, as applicable), identified intangible assets and liabilities (consisting of in-place leases, abov options to enter into ground leases and management contracts, as applicable), assumed debt and other liabilities, and noncontrolling interests, evaluation of information and estimates available at the date of acquisition. Based on these estimates, we allocate the purchase price, including al the acquisition and any contingent consideration, to the identified assets acquired and liabilities assumed based on their relative fair value.

We similarly account for business combinations by estimating the fair values of acquired tangible assets, identified intangible assets and liabilit liabilities, and noncontrolling interests, as applicable, based on our evaluation of information and estimates. Any excess of the purchase price ove the net assets acquired is recorded as goodwill, and any excess of the fair value of assets acquired over the purchase price is recorded as a gain to one year from the acquisition date, information regarding the fair value of the assets acquired and liabilities assumed is received and the estim adjustments are made on a
prospective basis to the purchase price allocation, which may include adjustments to identified assets, assumed liabilities, and goodwill or the g applicable. Transaction costs are expensed as incurred and included in "Transaction and other costs" in our statements of operations.

For both asset acquisitions and business combinations, the results of operations of acquisitions are prospectively included in our financial statem 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 a are consistent with current market conditions for similar assets. The most significant assumptions in determining the allocation of the purcha exit capitalization rate, discount rate, estimated market rents and hypothetical expected lease-up periods. We assess the fair value of land based development projects using an income approach of cost plus a margin.

The fair values of identified intangible assets 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 (reflects the risks associated with the acquired lease) of the difference between: (i) the contractual amounts to be received pursuant to the term and (ii) management's estimate of the amounts that would be received using market rates over the remaining term of the lease. Am market leases are recorded as lease intangible assets in "Other assets, net" in our balance sheets, and amounts allocated to below-market intangible liabilities in "Other liabilities, net" in our balance sheets. These intangibles are amortized to "Property rental revenue" in our s 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 lease include: (i) lost rent and operating cost recoveries during the hypothetical lease-up period and (ii) theoretical leasing commissions requi

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leases. These intangible assets are recorded as lease intangible assets in "Other assets, net" in our balance sheets and are amortized to "D
amortization expense" in our statements of operations over the remaining term of the existing lease; and

- The fair value of the in-place property management, leasing, asset management, and development and construction management contract expense projections over the estimated life of each contract discounted using a market discount rate. These management contract intangi "Depreciation and amortization expense" in our statements of operations over the weighted average life of the management contracts.

The fair value of investments in unconsolidated real estate ventures and redeemable noncontrolling interests is based on the estimated fair va acquired and liabilities assumed of each venture, including future expected cash flows from promote interests.

The fair value of the mortgages payable assumed is determined using current market interest rates for comparable debt financings. The fair valu and caps are based on the estimated amounts we would receive or pay to terminate the contract at the acquisition date and are determined using and observable inputs. The carrying value of cash, restricted cash, working capital balances, leasehold improvements and equipment, and other as assumed approximates fair value.

Real Estate

Real Estate

Real estate is carried at cost, net of accumulated depreciation and amortization. Maintenance and repairs are expensed as incurred and are inclu expenses" in our statements of operations. As real estate is undergoing redevelopment activities, all property operating expenses directly associa the redevelopment, including interest expense, are capitalized to the extent that we believe such costs are recoverable through the value of the period ends when the asset is ready for its intended use, but no later than one year from substantial completion of major construction activities. costs are expensed as incurred.
Depreciation and amortization require an estimate of the useful life of each property and improvement as well as an allocation of the costs to its various components. Depreciation and amortization are recognized on a straight-line basis over estimated useful lives, which range fro improvements are amortized on a straight-line basis over the lives of the related leases, which approximate the useful lives of the tenant improve or retired, their costs and related accumulated depreciation are removed from the accounts with the resulting gains or losses reflected in net incom

Construction in progress, including land, is carried at cost, and no depreciation is recorded. Real estate undergoing significant renovations and i to be under development. All direct and indirect costs related to development activities are capitalized into "Construction in progress, including l except for certain demolition costs, which are expensed as incurred. Direct development costs incurred include: pre-development expenditures project, development and construction costs, interest, insurance and real estate taxes. Indirect development costs include: employee salaries an related costs that are directly associated with the development. Our method of calculating capitalized interest expense is based upon applying our rate to the actual accumulated expenditures if the property does not have property specific debt. If the property is encumbered by specific debt, interest incurred applicable to that debt and additional interest expense using our weighted average borrowing rate for any accumulated expenditu balance of the debt encumbering the property. The capitalization of such expenses ceases when the real estate is ready for its intended use, but substantial completion of major construction activities.

Our assets and related intangible assets are reviewed for impairment whenever there are changes in circumstances or indicators that the carrying a be recoverable. These indicators may include operating performance, intended holding periods, costs in excess of budgets for under-construction in circumstances. An impairment exists when the carrying amount of an asset exceeds the sum of the undiscounted cash flows expected to resul disposition of the asset. Estimates of future cash flows are based on our current plans, intended holding periods and available market information 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 prop its estimated fair value. If our estimates of future cash flows, anticipated holding periods, or fair values change, based on market conditions or impairment losses may be different and such differences could be material to our financial statements. Estimates of future cash flows are subjecti assumptions regarding future occupancy, rental rates and capital requirements that could differ materially from actual results.

Cash and Cash Equivalents

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 co value due to their short-term maturities.

Restricted Cash

Restricted Cash

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

Investments in Real Estate Ventures

Investments in Real Estate Ventures

We analyze each real estate venture to determine whether the entity should be consolidated. If it is determined that an entity is a VIE in which we assess whether we are the primary beneficiary of the VIE to determine whether it should be consolidated. We are not the primary beneficia not have voting control, lack the power to direct the activities that most significantly impact the entity's economic performance, or the limited members) have substantive participatory rights. If it is determined that the entity is not a VIE, then the determination as to whether we consoli have a controlling financial interest in the entity, which is based on our voting interests and the degree of influence we have over the entity. Ma when determining if we are the primary beneficiary of, or have a controlling financial interest in, an entity in
which we have a variable interest. Factors considered in determining whether we have the power to direct the activities that most significantly i 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 do not interest. Significant influence is typically indicated through ownership of 20% or more of the voting interests. Under the equity method, we reco entities in "Investments in unconsolidated real estate ventures" on our balance sheets, and our proportionate share of earnings or losses earned recognized in "Income (loss) from unconsolidated real estate ventures, net" in the accompanying statements of operations. We earn revenue fro we provide to unconsolidated real estate ventures. These fees are determined in accordance with the terms specific to each arrangement and ma management fees, or transactional fees for leasing, acquisition, development and construction, financing and legal services provided. We accou our ownership interest in each respective real estate venture and recognize such revenue in "Third-party real estate services, including reimbu

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of operations when earned. Our proportionate share of related expenses is recognized in "Income (loss) from unconsolidated real estate venture
operations.

We may also earn incremental promote distributions if certain financial return benchmarks are achieved upon ultimate disposition of the und
fees are recognized when certain earnings events have occurred, and the amount is determinable and collectible. Any promote fees are reflec
unconsolidated real estate ventures, net" in our statements of operations.

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

On a periodic basis, we evaluate our investments in unconsolidated real estate ventures for impairment. We assess whether there are any indic
property operating performance and general market conditions, that the value of our investments in unconsolidated real estate ventures may be in
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 estat
temporary basis. Cash flow projections for the investments consider property level factors such as expected future operating income, trends and pro
of demand, competition and other factors. We consider various qualitative factors to determine if a decrease in the value of our investment is o
factors include the age of the venture, our intent and ability to retain our investment in the entity, financial condition and long-term prospects of
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
is an other-than temporary impairment related to the investment in a particular real estate venture, the carrying value of the venture will be adjuste
the estimated fair value of the investment.

Intangibles

Intangibles

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

Assets Held for Sale

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) managem
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 cu
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 fa
Depreciation and amortization is not recognized on real estate classified as held for sale.

Deferred Costs

Deferred Costs

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

Noncontrolling Interests

Noncontrolling Interests

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

Redeemable Noncontrolling Interests - Redeemable noncontrolling interests consists of OP Units issued in conjunction with the Formation T
partners' interests in 965 Florida Avenue. The OP Units became redeemable for our common shares or cash beginning August 1, 2018, su
Redeemable noncontrolling interests are generally redeemable at the option of the holder and are presented in the mezzanine section between total
equity on our balance sheets. The carrying amount of redeemable noncontrolling interests is adjusted to its redemption value at the end of each
than its initial carrying value, with such adjustments recognized in "Additional paid-in capital." See Note 12 for additional information.

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

Derivative Financial Instruments and Hedge Accounting

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
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 r

Derivative Financial Instruments Designated as Cash Flow Hedges - Certain derivative financial instruments, consisting of interest rate swa
designated as cash flow hedges, and are carried at their estimated fair value on a recurring basis. We assess the effectiveness of our cash flow h
on an ongoing basis. If the hedges are deemed to be effective, the fair value is recorded in accumulated other comprehensive income (loss) and
into "Interest expense" in the period that the hedged forecasted transactions affect earnings. Our cash flow hedges become less than perfectly effe
the hedging instrument and the forecasted transactions do not perfectly match such as notional amounts, settlement dates, reset dates, calculation
addition, we evaluate the default risk of the counterparty by monitoring the creditworthiness of the counterparty.

Derivative instruments and hedging activities require management to make judgments on the nature of its derivatives and their effectiveness a
determine if the changes in fair value of the derivative instruments are reported in our statements of operations or as a component of comp
component of shareholders' equity on our balance sheets.

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Derivative Financial Instruments Not Designated as Hedges - Certain derivative financial instruments, consisting of interest rate swap and cap
economic hedges, but not designated as accounting hedges, and are carried at their estimated fair value on a recurring basis. Realized and unrea
"Interest expense" in our statements of operations in the period in which the change occurs.

Fair Value of Assets and Liabilities

Fair Value of Assets and Liabilities

Accounting Standards Codification ("ASC") 820 ("Topic 820"), Fair Value Measurement and Disclosures, defines fair value and establishes a fra
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 o
market participants at the measurement date (the exit price). Topic 820 establishes a fair value hierarchy that prioritizes observable and unobserva
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 utiliz
maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as consider counterparty credit r
value.

Revenue Recognition

Revenue Recognition

We have leases with various tenants across our portfolio of properties, which generate rental income and operating cash flows for our benefit. Throu
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 ou
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 c
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 ba
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
whether the option is reasonably certain of being exercised against relevant economic factors to determine whether the option period should be i
term. Further, property rental revenue includes tenant reimbursement revenue from the recovery of all or a portion of the operating expenses
respective assets. Tenant reimbursements, which vary each period, are non-lease components that are not the predominant activity within the co
practical expedient that allows us to combine certain lease and non-lease components of our operating leases. Non-lease components are recogniz
rent in "Property rental revenue", as variable lease income in the same periods as the related expenses are incurred. Certain commercial lease
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 r

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

Third-party real estate services revenue, including reimbursements, includes property and asset management fees, and transactional fees for leasin
and construction, financing, and legal services. These fees are determined in accordance with the terms specific to each arrangement and are recog
are performed. Development fees are earned from providing services to third-party property owners and our unconsolidated real estate ventures. T
associated with our development services contracts are satisfied over time and we recognize our development fee revenue using a time-based m
course of the development project due to the stand-ready nature of the promised services. The transaction prices for our performance obligati
completed in greater than twelve months are variable based on the costs ultimately incurred to develop the underlying assets. Judgments impac
of revenue recognized from our development services contracts include the determination of the nature and number of performance obligations
of total development project costs, from which the fees are typically derived, and estimates of the period of time over which the development
performed, which is the period over which the revenue is recognized. We recognize development fees earned from unconsolidated joint venture
third-party partners' ownership interest.

Third-Party Real Estate Services Expenses

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 vent
including amounts paid to third-party contractors for construction management projects. We allocate personnel and other overhead costs using the
performing services for our third-party real estate services and other allocation methodologies.

Lessee Accounting

Lessee Accounting

We are obligated under non-cancellable operating and capital leases, including ground leases on certain of our properties with terms extending thro
a renewal option is included within a lease, we assess whether the option is reasonably certain of being exercised against relevant economic facto
option period should be included as part of the lease term. Lease payments associated with renewal periods that we are reasonably certain will be e
measurement of the corresponding lease liability and right-of-use asset. Lease expense for our operating leases is recognized on a straight-line ba
term and is included in our statements of operations in either "Property operating expenses" or "General and administrative expense" depending
Amortization of the right-of-use asset associated with a capital lease is recognized on a straight-line basis over the expected lease term and is in
operations in "Depreciation and amortization" with the related interest on our outstanding lease liability included in "Interest expense."

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Certain lease agreements include variable lease payments that, in the future, will vary based on changes in inflationary measures, market rates or o
the leased premises. Such variable payments are recognized in lease expense in the period in which the variability is determined. Certain lease ag
various non-lease components that primarily relate to property operating expenses associated with our office leases, which also vary each period. W
expedient which allows us not to separate lease and non-lease components for our ground and office leases and recognize variable non-lease co
when incurred.

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

Income Taxes

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 section
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 o
income which is distributed to its shareholders. Prior to the Separation, Vornado operated as a REIT and distributed 100% of its REIT taxable
accordingly, no provision for federal income taxes has been made in the accompanying financial statements for the periods prior to the Separatio
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
discretion of the Board of Trustees and will depend upon cash generated by operating activities, our financial condition, capital requirements, an
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") un
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
Under the asset and liability method, deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and th
financial statements, which will result in taxable or deductible amounts in the future. We provide for a valuation allowance for deferred income
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
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
Topic 740 requires the evaluation of tax positions taken in the course of preparing our tax returns to determine whether the tax positions are "mo
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 ex

The Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") that was enacted on March 27, 2020 includes several significan
impact us and our TRSs. These changes include:

- the elimination of the taxable income limit for net operating losses ("NOLs") for all taxable years beginning before January 1, 2021, thereby p
taxpayers to use NOLs to fully offset taxable income (although we, as a REIT, will continue to only be able to use NOLs against taxable inco
into account any dividends paid deduction);
- the ability for our TRSs to utilize carryback NOLs arising in 2018, 2019 and 2020 to the five taxable years preceding the taxable year of the l
- an increase of the business interest limitation under Section 163(j) of the Code from 30% to 50% for taxable years beginning in 2019 and 202
election by taxpayers to use their 2019 adjusted taxable income as their adjusted taxable income in 2020 for purposes of applying the limitatio
- a "technical correction" amending Section 168(e)(3)(E) of the Code to add "qualified improvement property" to "15-year property" and assig
under Section 168(g)(3)(B) of the Code to qualified improvement property under Section 168(e)(3)(E)(vii) of the Code.

During the year ended December 31, 2020, as a result of the CARES Act, we made adjustments to the net deferred tax liability amounts,
improvement property" owned by our TRSs.

Earnings (Loss) Per Common Share

Earnings (Loss) Per Common Share

Basic earnings (loss) per common share is computed by dividing net income (loss) attributable to common shareholders by the weighted average c
during the period. Unvested share-based compensation awards that entitle holders to receive non-forfeitable dividends, which include long-term
("LTIP Units"),
are considered participating securities. Consequently, we are required to apply the two-class method of computing basic and diluted earnings that
available to common shareholders. Under the two-class method, earnings for the period are allocated between common shareholders and partic
their respective rights to receive dividends. During periods of net loss, losses are allocated only to the extent the participating securities are req
of such losses. Diluted earnings (loss) per common share reflects the potential dilution of the assumed exchange of various unit and share-based
common shares to the extent they are dilutive.

Share-Based Compensation

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 aw
or Black-Scholes methods, which is intended to estimate the fair value of the awards at the grant date using dividend yields, expected volatilities
available implied data and peer group companies' historical data and post-vesting restriction periods. The risk-free interest rate is based on the U
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 per
attribution model. We account for forfeitures as they occur. Distributions paid on unvested OP Units, LTIP Units, LTIP Units with time-based ve
Based LTIP Units"), LTIP Units with performance-based vesting requirements ("Performance-Based LTIP Units") are recorded to "Redeemable
our balance sheets.

Recent Accounting Pronouncements

Recent Accounting Pronouncements

Reference Rate Reform

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In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2020-04, Reference Rate Reform ("Topi
practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in Topic
elected over the period March 12, 2020 through December 31, 2022 as reference rate reform activities occur. During the year ended Decemb
apply the hedge accounting expedients related to: (i) the assertion that our hedged forecasted transactions remain probable and (ii) the assessment
LIBOR-indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the correspondi
of these expedients allows us to continue to present our derivatives in a manner that is consistent with our past presentation. We will continue to
guidance and may apply other elections, as applicable, as additional changes in the market occur.

COVID-19 Lease Modification Accounting Relief

Due to the business disruptions and challenges severely affecting the global economy caused by COVID-19, we have provided rent deferrals and
certain tenants. In April 2020, the FASB issued a Staff Q&A that allows lessors to elect not to evaluate whether lease-related relief provided to m
of COVID-19 is a lease modification under ASC Topic 842, Leases ("Topic 842") if certain criteria are met. This election allows us to bypass a
instead choose whether to apply the lease modification accounting framework, with such election applied consistently to leases with similar charac
We have elected to apply the lease modification policy relief and have accounted for lease-related relief provided to mitigate the economic eff
modifications under Topic 842, regardless of whether the right to such relief was embedded within the terms of the lessee's lease. During the year
we entered into rent deferral agreements with certain tenants, many of which were placed on the cash basis of accounting, resulting in the defer
million of rent that had been contractually due in 2020. We are in the process of negotiating additional rent deferrals and other lease concession
which have been considered when establishing credit losses against billed and deferred rent receivables.

During the year ended December 31, 2020, we recorded $11.2 million of credit losses against billed rent receivables and $19.6 million against
receivables. These losses are due to the effects of COVID-19, primarily on co-working and retail tenants, that are unable to pay rent while business
at full capacity or while employees continue to work from home. During 2020, we recorded $8.2 million of income associated with certain leas
during the second quarter of 2020, we determined that our investment in our former real estate venture that owns The Marriott Wardman Park h
decline in the fair value of the underlying asset and recorded an impairment loss of $6.5 million (see Note 6 for additional information). During 2
tenants and all retailers except for grocers, pharmacies, essential businesses and certain national credit tenants on the cash basis of accounting.

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Organization and Basis of Presentation (Tables)	12 Months Ended Dec. 31, 2020
Organization and Basis of Presentation	
Schedule of property rental and other property revenue	(table below)

(Dollars in thousands)	Year Ended December 31, 2020	2019	2018
Rental revenue from the U.S. federal government	$84,086	$86,644	$94,822
Percentage of commercial segment rental revenue	23.4 %	21.2 %	22.0 %
Percentage of total rental revenue	17.8 %	16.7 %	17.6 %

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Acquisitions, Dispositions and Assets Held for Sale (Tables)

12 Months Ended Dec. 31, 2020

Acquisitions, Dispositions and Assets Held for Sale

Summary of disposition activity

Date Disposed	Assets	Segment	Location	Total Square Feet	Gross Sales Price	
					(In thousa	
January 15, 2020	Metropolitan Park [1]	Other	Arlington, Virginia	2,150	$ 154,952	$

(1) The property, which was sold to Amazon, was part of a like-kind exchange. See Note 7 for additional information. Total square feet represents potential deve Arlington County.

Summary of assets held for sale

Assets	Segment	Location	Total Square Feet [1]
			(I
December 31, 2020			
Pen Place [2]	Other	Arlington, Virginia	2,0
December 31, 2019			
Pen Place [2]	Other	Arlington, Virginia	2,0
Metropolitan Park [3]	Other	Arlington, Virginia	2,1
			4,2

(1) Represents estimated or approved potential development density.

(2) In March 2019, we entered into an agreement for the sale of Pen Place for approximately $149.9 million, subject to customary closing conditions. We expect Amazon to close in 2021.

(3) As noted above, we sold Metropolitan Park to Amazon in January 2020.

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Tenant and Other Receivables (Tables)	12 Months Ended Dec. 31, 2020
Tenant and Other Receivables	
Schedule of tenant and other receivables	

	Dec	
	2020	
	(In	
Tenants [1]	$	39,07
Third-party real estate services		15,65
Other		1,16
Total tenant and other receivables	$	55,90

(1) Includes $8.2 million associated with certain lease guarantees as of December 31, 2020.

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Investments in Unconsolidated Real Estate Ventures (Tables)

12 Months Ended

Dec. 31, 2020

Investments in Unconsolidated Real Estate Ventures

Summary of Unconsolidated Investments

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

Real Estate Venture Partners	Ownership Interest [1]		2020
Prudential Global Investment Management ("PGIM")	50.0%	$	216
Landmark	1.8% - 49.0%		66
CBREI Venture	5.0% - 64.0%		65
Canadian Pension Plan Investment Board ("CPPIB")	55.0%		47
Berkshire Group	50.0%		50
Brandywine Realty Trust	30.0%		13
Pacific Life Insurance Company ("PacLife")	—		
Other			
Total investments in unconsolidated real estate ventures [2]		$	461

[1] Ownership interests as of December 31, 2020. We have multiple investments with certain venture partners with varying ownership interests.

[2] As of December 31, 2020 and 2019, the difference between the investments in unconsolidated real estate ventures and the net book value of the underlying a
$14.3 million, resulting principally from capitalized interest and our zero investment balance in the real estate venture with CPPIB that owns 1101 17th Stree

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

	Weighted Average Effective Interest Rate [1]		20
Variable rate [2]	2.52%	$	
Fixed rate [3] [4]	4.01%		
Mortgages payable			1,
Unamortized deferred financing costs			
Mortgages payable, net [4]		$	1,

[1] Weighted average effective interest rate as of December 31, 2020.

[2] Includes variable rate mortgages payable with interest rate cap agreements.

[3] Includes variable rate mortgages payable with interest rates fixed by interest rate swap agreements.

[4] See Note 20 for additional information on guarantees of the debt of certain of our unconsolidated real estate ventures.

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

		2020
Combined balance sheet information:		
Real estate, net	$	2,247
Other assets, net		270
Total assets	$	2,517
Mortgages payable	$	1,179
Other liabilities, net		140
Total liabilities		1,319
Total equity		1,198
Total liabilities and equity	$	2,517

	Year Ended Decer			
		2020		2019
				(In thousanc
Combined income statement information: [1]				
Total revenue	$	203,456	$	266
Operating income (loss) [2] [3]		(21,639)		18
Net loss [2] [3]		(65,756)		(32

[1] Excludes information related to the venture that owns The Marriott Wardman Park hotel for the second half of 2020 as we suspended equity loss recognition
2020. On October 1, 2020, we transferred our interest in this venture to PacLife.

[2] Includes the loss from the sale of Woodglen of $16.4 million and the gain from the sale of Pickett Industrial Park of $8.0 million recognized by our unconsol
during the year ended December 31, 2020.

[3] Includes gain on sale of The Warner of $32.5 million recognized by our unconsolidated real estate venture with CPPIB during the year ended December 31,

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Other Assets, Net (Tables)

12 Months Ended Dec. 31, 2020

Other Assets, Net

Summary of other assets net

The following is a summary of other assets, net:

	Dec
	2020
	(In
Deferred leasing costs, net	$ 117,141
Lease intangible assets, net	15,565
Other identified intangible assets, net	43,012
Operating lease right-of-use assets	3,542
Finance lease right-of-use assets [(1)]	41,996
Prepaid expenses	14,000
Deferred financing costs on credit facility, net	6,656
Deposits [(2)]	28,560
Other	16,103
Total other assets, net	$ 286,575

(1) Related to an amendment of the ground lease for 1730 M Street executed during the year ended December 31, 2020. The amendment extended the expiration 2061 to December 2118, and resulted in a change in its classification from an operating to a finance lease.

(2) Includes deposits totaling $25.3 million with the Federal Communications Commission in connection with the acquisition of wireless spectrum licenses.

Schedule of lease intangible assets net

The following is a summary of the composition of deferred leasing costs, lease intangible assets and other identified intangible assets:

	December 31, 2020			December	
	Gross	Accumulated Amortization	Net	Gross	Accumu Amortiz
			(In thousands)		
Deferred leasing costs	$ 202,940	$ (85,799)	$ 117,141	$ 205,830	$
Lease intangible assets:					
In-place leases	$ 27,363	$ (15,027)	$ 12,336	$ 33,812	$
Above-market real estate leases	7,515	(4,286)	3,229	8,635	
	$ 34,878	$ (19,313)	$ 15,565	$ 42,447	$
Other identified intangible assets:					
Option to enter into ground lease	$ 17,090	$ —	$ 17,090	$ 17,090	$
Management and leasing contracts	45,900	(20,388)	25,512	48,900	
Other	410	—	410	166	
	$ 63,400	$ (20,388)	$ 43,012	$ 66,156	$

Finite-lived intangible assets amortization expense

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

	Year Ended D	
	2020	201
		(In thou
In-place lease amortization [(1)]	$ 5,695	$
Above-market real estate lease amortization [(2)]	1,582	
Below-market ground lease amortization [(3)]	—	
Management and leasing contract amortization [(1)]	6,002	
Other amortization	16	
Total lease and management and leasing contract amortization expense	$ 13,295	$

(1) Amounts are included in "Depreciation and amortization expense" in our statements of operations.

(2) Amounts are included in "Property rental revenue" in our statements of operations.

(3) Amounts are included in "Property operating expenses" in our statements of operations.

Schedule of finite-lived intangible assets, future amortization expense

The following is a summary of the estimated amortization related to lease and other identified intangible assets for the next five years and thereafte

Year ending December 31,
2021
2022
2023
2024
2025
Thereafter
Total [(1)]

(1) Estimated amortization related to the option to enter into ground lease is not included within the amortization table above as the ground lease does not have a

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Debt (Tables)	12 Months Ended Dec. 31, 2020
Debt Instrument [Line Items]	
Schedule of maturities of long-term debt	*Principal Maturities* The following is a summary of principal maturities of debt outstanding, including mortgages payable, revolving credit facility and the term loans,

Year ending December 31,

2021	
2022	
2023	
2024	
2025	
Thereafter	
Total	

Mortgages Payable

Debt Instrument [Line Items]

Summary of debt

Mortgages Payable

The following is a summary of mortgages payable:

	Weighted Average Effective Interest Rate (1)	202
Variable rate (2)	2.18%	$
Fixed rate (3)	4.32%	
Mortgages payable		1,
Unamortized deferred financing costs and premium/ discount, net		
Mortgages payable, net		$ 1,

(1) Weighted average effective interest rate as of December 31, 2020.
(2) Includes variable rate mortgage payable with interest rate cap agreements as of December 31, 2020.
(3) Includes variable rate mortgages payable with interest rates fixed by interest rate swap agreements.

Credit Facility

Debt Instrument [Line Items]

Summary of debt

	Effective Interest Rate (1)	202
Revolving credit facility (2) (3) (4)	1.19%	$
Tranche A-1 Term Loan (5)	2.59%	$
Tranche A-2 Term Loan (6)	2.49%	
Unsecured term loans		
Unamortized deferred financing costs, net		
Unsecured term loans, net		$

(1) Effective interest rate as of December 31, 2020.
(2) As of both December 31, 2020 and 2019, letters of credit with an aggregate face amount of $1.5 million were outstanding under our revolving credit facility.
(3) As of December 31, 2020 and 2019, net deferred financing costs related to our revolving credit facility totaling $6.7 million and $3.1 million were included i
(4) The interest rate for the revolving credit facility excludes a 0.15% facility fee.
(5) As of December 31, 2020 and 2019, $200.0 million and $100.0 million of the outstanding balance was fixed by interest rate swap agreements. As of Decemb swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.39%.
(6) As of December 31, 2020 and 2019, $200.0 million and $137.6 million of the outstanding balance was fixed by interest rate swap agreements. As of Decemb swaps mature concurrently with the term loan and provide a weighted average interest rate of 1.34%.

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Other Liabilities, Net (Tables)	12 Months Ended Dec. 31, 2020

Other Liabilities, Net

Composition of other liabilities net

		De
	2020	
	(In	
Lease intangible liabilities	$	33,25
Accumulated amortization		(22,95
Lease intangible liabilities, net		10,30
Lease assumption liabilities		10,12
Lease incentive liabilities		13,91
Liabilities related to operating lease right-of-use assets		10,75
Liabilities related to finance lease right-of-use assets [1]		40,22
Prepaid rent		19,80
Security deposits		13,65
Environmental liabilities		18,24
Net deferred tax liability		2,50
Dividends payable		34,07
Derivative agreements, at fair value		44,22
Deferred purchase price [2]		19,47
Other		10,47
Total other liabilities, net	$	247,77

(1) Related to an amendment of the ground lease for 1730 M Street executed during the year ended December 31, 2020. The amendment extended the expiration
2061 to December 2118, and resulted in a change in its classification from an operating to a finance lease.

(2) Deferred purchase price associated with the acquisition of the Americana Hotel. See Note 4 for additional information.

Summary of estimated amortization of lease intangible liabilities

Year ending December 31,
2021
2022
2023
2024
2025
Thereafter
Total

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Income Taxes (Tables)

	12 Months Ended Dec. 31, 2020

Income Taxes

Schedule of income tax benefit

The following is a summary of our income tax benefit:

	Year Ended December 31,		
	2020	2019	2018
	(In thousands)		
Current tax benefit (expense)	$ 1,232	$ (34)	$ 20
Deferred tax benefit	3,033	1,336	718
Income tax benefit	$ 4,265	$ 1,302	$ 738

Schedule of deferred tax assets and liabilities

	December 31,	
	2020	2019
	(In thousands)	
Deferred tax assets:		
Accrued bonus	$ 1,921	$ 721
NOL	2,770	915
Deferred revenue	—	626
Capital loss	1,283	—
Charitable contributions	1,533	435
Other	265	217
Total deferred tax assets	7,772	2,914
Valuation allowance	(2,072)	(523)
Total deferred tax assets, net of valuation allowance	5,700	2,391
Deferred tax liabilities:		
Basis difference - intangible assets	(5,887)	(7,412)
Basis difference - real estate	(2,164)	—
Other	(158)	(521)
Total deferred tax liabilities	(8,209)	(7,933)
Net deferred tax liability	$(2,509)	$(5,542)

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Redeemable Noncontrolling Interests (Tables)

12 Months Ended Dec. 31, 2020

Redeemable Noncontrolling Interests

Summary of redeemable noncontrolling interests

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

	Year Ended December 31,				
	2020			2	
	JBG SMITH LP	Consolidated Real Estate Venture	Total	JBG SMITH LP	Con Rea V
	(In thousands)				
Balance as of the beginning of the year	$ 606,699	$ 6,059	$ 612,758	$ 552,159	$
OP Unit redemptions	(47,517)	—	(47,517)	(57,318)	
LTIP Units issued in lieu of cash bonuses [(1)]	4,066	—	4,066	3,954	
Net income (loss) attributable to redeemable noncontrolling interests	(4,818)	(140)	(4,958)	8,566	
Other comprehensive loss	(2,990)	—	(2,990)	(2,584)	
Contributions (distributions)	(15,629)	—	(15,629)	(15,325)	
Share-based compensation expense	64,611	—	64,611	63,264	
Adjustment to redemption value	(81,540)	1,947	(79,593)	53,983	
Balance as of the end of the year	$ 522,882	$ 7,866	$ 530,748	$ 606,699	$

(1) See Note 14 for additional information.

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Property Rental Revenue (Tables)	12 Months Ended Dec. 31, 2020

Property Rental Revenue

Property Rental Revenue

	Year Ended December 31,	
	2020	2019
	(In thousands)	
Fixed	$420,521	$458,329
Variable	38,437	34,944
Property rental revenue	$458,958	$493,273

Schedule of Operating Lease Payments

Year ending December 31,	Amount
	(In thousands)
2021	$ 389,714
2022	318,306
2023	271,403
2024	237,333
2025	197,946
Thereafter	946,416

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Share-Based Payments and Employee Benefits (Tables) | **12 Months Ended Dec. 31, 2020**

Share-based Compensation Arrangement by Share-based Payment Award [Line Items]

Summary of share-based compensation expense

	Year Ended Decembe			
	2020		2019	
			(In thousands)	
Time-Based LTIP Units	$	14,018	$	1
Performance-Based LTIP Units		17,815		
LTIP Units		1,100		
Other equity awards [1]		6,024		
Share-based compensation expense - other		38,957		2
Formation Awards		4,242		
OP Units [2]		21,439		2
LTIP Units [2]		397		
Special Performance-Based LTIP Units [3]		2,663		
Special Time-Based LTIP Units [3]		2,937		
Share-based compensation related to Formation Transaction and special equity awards [4]		31,678		4
Total share-based compensation expense		70,635		6
Less amount capitalized		(4,584)		(
Share-based compensation expense	$	66,051	$	6

[1] Primarily comprising compensation expense for certain executives who have elected to receive all or a portion of any cash bonus that may be paid in the subs service in the form of fully vested LTIP Units and related to our ESPP.

[2] Represents share-based compensation expense for LTIP Units and OP Units issued in the Formation Transaction, which are subject to post-Combination emp

[3] Represents equity awards issued related to our successful pursuit of Amazon's new headquarters in National Landing.

[4] Included in "General and administrative expense: Share-based compensation related to Formation Transaction and special equity awards" in the accompanyi

OP Units

Share-based Compensation Arrangement by Share-based Payment Award [Line Items]

Summary of activity

	Unvested Shares
Unvested as of December 31, 2019	2,872,25
Vested	(1,351,68
Unvested as of December 31, 2020	1,520,57

Formation Awards

Share-based Compensation Arrangement by Share-based Payment Award [Line Items]

Summary of of the significant assumptions of awards

Expected volatility	
Dividend yield	
Risk-free interest rate	
Expected life	

Summary of activity

	Unvested Shares
Unvested as of December 31, 2019	2,484,94
Vested	(782,33
Forfeited	(5,05
Unvested as of December 31, 2020	1,697,55

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

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Share-based Compensation Arrangement by Share-based Payment Award [Line Items]

Summary of of the significant assumptions of awards

	Year Ended December	
	2020	2019
Expected volatility	18.0% to 29.0%	18.0% to 24.0
Risk-free interest rate	0.3% to 1.5%	2.3% to 2.6
Post-grant restriction periods	2 to 3 years	2 to 3 yea

Summary of activity

	Unvested Shares
Unvested as of December 31, 2019	1,095,34
Granted	526,20
Vested	(445,85
Forfeited	(4,13
Unvested as of December 31, 2020	1,171,55

Performance-Based LTIP and Special Performance-Based LTIP Units

Share-based Compensation Arrangement by Share-based Payment Award [Line Items]

Summary of of the significant assumptions of awards

	Year Ended Decen	
	2020	2019
Expected volatility	15.0%	19.0% to 23.0%
Dividend yield	2.3%	2.3% to 2.5%
Risk-free interest rate	1.3%	2.3% to 2.6%

Summary of activity

	Unvested Shares
Unvested as of December 31, 2019	2,117,93
Granted	593,10
Vested	(289,72
Forfeited / cancelled	(294,71
Unvested as of December 31, 2020	2,126,59

ESPP

Share-based Compensation Arrangement by Share-based Payment Award [Line Items]

Summary of of the significant assumptions of awards

	Year Ended Decem	
	2020	2019
Expected volatility	13.0% to 67.0%	18.0% to
Dividend yield	1.1% to 3.3%	2.6% t
Risk-free interest rate	0.1% to 1.7%	2.2% t
Expected life	6 months	6

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Transaction and Other Costs (Tables)

12 Months Ended Dec. 31, 2020

Transaction and Other Costs

Schedule of transaction and other costs

	Year Ended Decembe	
	2020	2019
		(In thousands)
Relocation of corporate headquarters [1]	$ —	$ 1
Demolition costs [2]	682	
Integration and severance costs [3]	3,694	
Completed, potential and pursued transaction expenses	294	
Other [4]	4,000	
Transaction and other costs	$ 8,670	$ 2

(1) In November 2019, we relocated our corporate headquarters. Upon the relocation of our corporate headquarters, we incurred an impairment loss on the right- related to our former corporate headquarters as well as other costs. See Note 18 for additional information.

(2) For the year ended December 31, 2020, related to 223 23rd Street and 2250 Crystal Drive (formerly 2300 Crystal Drive). For the year ended December 31, 20 Drive.

(3) For the year ended December 31, 2018, included transition services provided by our former parent.

(4) For the years ended December 31, 2020 and 2019, related to charitable commitments to the Washington Housing Conservancy, a non-profit that acquires and housing in the Washington D.C. metropolitan region. For the year ended December 31, 2018, related costs associated with the successful pursuit of Amazon' properties in National Landing for the year ended December 31, 2018.

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Interest Expense (Tables)

12 Months Ended Dec. 31, 2020

Interest Expense

Schedule of interest expense

	Year Ended December 31,		
	2020	**2019**	**2018**
		(In thousands)	
Interest expense before capitalized interest	$ 70,561	$ 78,313	$ 90,729
Amortization of deferred financing costs	3,315	3,217	4,661
Interest expense related to finance lease right-of-use assets	1,450	921	922
Net loss (gain) on derivative financial instruments not designated as cash flow hedges:			
Net unrealized	184	50	(926)
Net realized	—	—	(135)
Capitalized interest	(13,189)	(29,806)	(20,804)
Interest expense	$ 62,321	$ 52,695	$ 74,447

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Shareholders' Equity and Earnings (Loss) Per Common Share (Tables)	12 Months Ended
	Dec. 31, 2020
Shareholders' Equity and Earnings (Loss) Per Common Share	
Schedule of basic and diluted earnings per common share to net income (loss)	

	Year Ended December 31,		
	2020	2019	2018
	(In thousands, except per share amounts)		
Net income (loss)	$ (67,261)	$ 74,144	$ 46,613
Net (income) loss attributable to redeemable noncontrolling interests	4,958	(8,573)	(6,710)
Net loss attributable to noncontrolling interests	—	—	21
Net income (loss) attributable to common shareholders	(62,303)	65,571	39,924
Distributions to participating securities	(3,100)	(2,489)	(2,599)
Net income (loss) available to common shareholders - basic and diluted	$ (65,403)	$ 63,082	$ 37,325
Weighted average number of common shares outstanding - basic and diluted	133,451	130,687	119,176
Earnings (loss) per common share - basic and diluted	$ (0.49)	$ 0.48	0.31

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Fair Value Measurements (Tables)

12 Months Ended Dec. 31, 2020

Fair Value Measurements

Summary of assets and liabilities measured at fair value on a recurring basis

	Fair Value Measure		
	Total	Level 1	L
	(In thousands)		
December 31, 2020			
Derivative financial instruments designated as cash flow hedges:			
Classified as liabilities in "Other liabilities, net"	$ 44,222	—	$
Derivative financial instruments not designated as cash flow hedges:			
Classified as assets in "Other assets, net"	35	—	
December 31, 2019			
Derivative financial instruments designated as cash flow hedges:			
Classified as liabilities in "Other liabilities, net"	$ 17,440	—	$

Schedule of financial instruments and liabilities were reflected in our balance sheets

	December 31, 2020		Decem
	Carrying Amount [1]	Fair Value	Carrying Amount [1]
	(In thousands)		
Financial liabilities:			
Mortgages payable	$ 1,603,869	$ 1,606,470	$ 1,127,84
Revolving credit facility	—	—	200,00
Unsecured term loans	400,000	399,678	300,00

(1) The carrying amount consists of principal only.

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Segment Information (Tables)

12 Months Ended Dec. 31, 2020

Segment Information

Schedule of components of revenue from third-party real estate services business

	Year Ended Decemb	
	2020	2019
		(In thousands)
Property management fees	$ 20,178	$
Asset management fees	9,791	
Development fees [1]	11,496	
Leasing fees	5,594	
Construction management fees	2,966	
Other service revenue	7,255	
Third-party real estate services revenue, excluding reimbursements	57,280	
Reimbursement revenue [2]	56,659	
Third-party real estate services revenue, including reimbursements	113,939	
Third-party real estate services expenses	114,829	
Third-party real estate services revenue less expenses	$ (890)	$

(1) Estimated development fee revenue totaling $69.8 million as of December 31, 2020 is expected to be recognized over the next seven years as unsatisfied per completed.

(2) Represents reimbursement of expenses incurred by us on behalf of third parties, including allocated payroll costs and amounts paid to third-party contractors projects.

Segment information

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

	Year Ended Decemb	
	2020	2019
		(In thousands)
Net income (loss) attributable to common shareholders	$ (62,303)	$
Add:		
Depreciation and amortization expense	221,756	
General and administrative expense:		
Corporate and other	46,634	
Third-party real estate services	114,829	
Share-based compensation related to Formation Transaction and special equity awards	31,678	
Transaction and other costs	8,670	
Interest expense	62,321	
Loss on extinguishment of debt	62	
Impairment loss	10,232	
Reduction of gain on bargain purchase	—	
Income tax benefit	(4,265)	
Net income (loss) attributable to redeemable noncontrolling interests	(4,958)	
Less:		
Third-party real estate services, including reimbursements revenue	113,939	
Other revenue	15,372	
Income (loss) from unconsolidated real estate ventures, net	(20,336)	
Interest and other income (loss), net	(625)	
Gain on sale of real estate	59,477	
Net loss attributable to noncontrolling interests	—	
Consolidated NOI	$ 256,829	$

	Year Ended December 31, 202		
	Commercial	Multifamily	Other
		(In thousands)	
Property rental revenue	$ 345,403	$ 121,559	$
Other property revenue	13,888	327	
Total property revenue	359,291	121,886	
Property expense:			
Property operating	105,489	47,508	
Real estate taxes	47,607	19,233	
Total property expense	153,096	66,741	
Consolidated NOI	$ 206,195	$ 55,145	$

	Year Ended December 31, 201		
	Commercial	Multifamily	Other
		(In thousands)	
Property rental revenue	$ 383,311	$ 116,330	$
Other property revenue	25,593	380	
Total property revenue	408,904	116,710	
Property expense:			
Property operating	113,177	35,236	
Real estate taxes	50,115	15,021	
Total property expense	163,292	50,257	
Consolidated NOI	$ 245,612	$ 66,453	$

	Year Ended December 31, 201		
	Commercial	Multifamily	Other
		(In thousands)	

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	Commercial	Multifamily	Other
Property rental revenue	$ 404,826	$ 108,989	$
Other property revenue	25,216	368	
Total property revenue	430,042	109,357	
Property expense:			
Property operating	118,288	31,502	(
Real estate taxes	53,324	14,280	
Total property expense	171,612	45,782	
Consolidated NOI	$ 258,430	$ 63,575	$ (

	Commercial	Multifamily	Other
		(In thousands)	
December 31, 2020			
Real estate, at cost	$ 3,459,171	$ 2,036,131	$ 50
Investments in unconsolidated real estate ventures	327,798	108,593	2
Total assets [(1)]	3,430,509	1,787,718	86
December 31, 2019			
Real estate, at cost	$ 3,415,294	$ 1,998,297	$ 36
Investments in unconsolidated real estate ventures	396,199	107,882	3
Total assets [(1)]	3,361,122	1,682,872	94

(1) Includes assets held for sale. See Note 4 for additional information.

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Commitments and Contingencies (Tables)	12 Months Ended Dec. 31, 2020

Commitments and Contingencies

Schedule of future minimum lease payments under our non-cancellable operating leases

Year ending December 31,	Operating	Finance
	(In thousands)	
2021	$ 2,550	$ 1,020
2022	2,266	1,040
2023	1,202	1,061
2024	1,263	1,082
2025	1,327	1,104
Thereafter	6,259	298,822
Total future minimum lease payments	14,867	304,129
Imputed interest	(4,115)	(263,908)
Total [(1)]	$ 10,752	$ 40,221

Schedule of future minimum lease payments under our non-cancellable finance leases

Year ending December 31,	Operating	Finance
	(In thousands)	
2021	$ 2,550	$ 1,020
2022	2,266	1,040
2023	1,202	1,061
2024	1,263	1,082
2025	1,327	1,104
Thereafter	6,259	298,822
Total future minimum lease payments	14,867	304,129
Imputed interest	(4,115)	(263,908)
Total [(1)]	$ 10,752	$ 40,221

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Quarterly Financial Data (unaudited) (Tables)	12 Months Ended Dec. 31, 2020

Quarterly Financial Data (unaudited)

Schedule of quarterly financial data

2020		First Quarter (1)		Second Quarter (2) (3)		Third Quarter (
				(In thousands, except per share dat		
Total revenue	$	158,107	$	144,952	$	15
Net income (loss)		48,175		(40,263)		(2
Net income (loss) attributable to common shareholders		42,925		(36,780)		(2
Earnings (loss) per share - basic and diluted		0.32		(0.28)		

(1) During the first quarter of 2020, we recognized a gain on the sale of real estate of $59.5 million from the sale of Metropolitan Park.

(2) Beginning in the second quarter of 2020, as a result of COVID-19, we have experienced significantly decreased retail revenue, which has resulted in increase against rent receivables, decreased multifamily revenue due to lower occupancy and higher concession, a decline in parking revenue, depressed near-term lea commercial and multifamily portfolios and increased interest expense from borrowings.

(3) During the second quarter of 2020, we recorded a $6.5 million impairment loss related to our investment in our former unconsolidated real estate venture tha Park.

(4) During the fourth quarter of 2020, in connection with the preparation and review of our 2020 annual financial statements, we recorded a $10.2 million impai down of One Democracy Plaza, a commercial real estate asset located in Bethesda, Maryland, to its estimated fair value. Additionally, during the fourth quar $15.0 million against deferred (straight-line) rent receivables and $8.2 million of income associated with certain lease guarantees.

2019		First Quarter (1)		Second Quarter		Third Quarter (
				(In thousands, except per share dat		
Total revenue	$	155,199	$	160,617	$	16
Net income (loss)		28,248		(3,328)		1
Net income (loss) attributable to common shareholders		24,861		(3,040)		
Earnings (loss) per share - basic and diluted		0.20		(0.03)		

(1) During the first quarter of 2019, we recognized a gain on the sale of real estate of $39.0 million from the sale of Commerce Executive/Commerce Metro Lan

(2) During the third quarter of 2019, we recognized a gain on the sale of real estate of $8.1 million from the sale of 1600 K Street.

(3) During the fourth quarter of 2019, we recognized an aggregate gain on the sale of real estate of $57.9 million, from the sale of Vienna Retail, and the partial remaining interest subsequent to the transfer of control in the real estate venture that owns Central Place Tower. Additionally, during the fourth quarter of 20 loss of $10.2 million and certain additional expenses related to the relocation of our corporate headquarters.

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Organization and Basis of Presentation - Narrative (Details) $ in Billions	Dec. 31, 2020 USD ($) ft² property item
Real Estate Properties [Line Items]	
Number of Real Estate Properties	62
Under-construction assets	
Real Estate Properties [Line Items]	
Number of Real Estate Properties	2
Near-term Development	
Real Estate Properties [Line Items]	
Number of Real Estate Properties	10
Area of real estate property | ft²	5,600,000
Future Development	
Real Estate Properties [Line Items]	
Number of Real Estate Properties	29
Area of real estate property | ft²	14,800,000
Commercial Real Estate	
Real Estate Properties [Line Items]	
Number of Real Estate Properties	41
Area of real estate property | ft²	13,000,000.0
Multifamily	
Real Estate Properties [Line Items]	
Number of Real Estate Properties	21
Number of Units in Real Estate Property | item	7,800
Multifamily | Under-construction assets	
Real Estate Properties [Line Items]	
Number of Real Estate Properties | item	1
Number of Units in Real Estate Property | item	322
Wholly Owned Properties | Future Development	
Real Estate Properties [Line Items]	
Area of real estate property | ft²	12,000,000.0
Wholly Owned Properties | Commercial Real Estate	
Real Estate Properties [Line Items]	
Area of real estate property | ft²	11,100,000
Wholly Owned Properties | Commercial Real Estate | Under-construction assets	
Real Estate Properties [Line Items]	
Number of Real Estate Properties	1
Area of real estate property | ft²	274,000
Wholly Owned Properties | Multifamily	
Real Estate Properties [Line Items]	
Number of Units in Real Estate Property | item	5,999
Wholly Owned Properties | Multifamily | Under-construction assets	

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Real Estate Properties [Line Items]	
Number of Units in Real Estate Property | item	161
Virginia Tech's	
Real Estate Properties [Line Items]	
Investments | $	$ 1
JBG Smith, LP	
Real Estate Properties [Line Items]	
Ownership interest by parent	90.50%

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Organization and Basis of Presentation Schedule of Revenue by Major Customer (Details) - USD ($) $ in Thousands	3 Months Ended								12 Months Ended		
	Dec. 31, 2020	Sep. 30, 2020	Jun. 30, 2020	Mar. 31, 2020	Dec. 31, 2019	Sep. 30, 2019	Jun. 30, 2019	Mar. 31, 2019	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Disaggregation of Revenue [Line Items]											
Revenues	$ 148,629	$ 151,035	$ 144,952	$ 158,107	$ 164,877	$ 167,077	$ 160,617	$ 155,199	$ 602,723	$ 647,770	$ 644,182
Government Contracts Concentration Risk											
Disaggregation of Revenue [Line Items]											
Revenues									$ 84,086	$ 86,644	$ 94,822
Government Contracts Concentration Risk | Sales Revenue, Segment											
Disaggregation of Revenue [Line Items]											
Concentration Risk, Percentage									23.40%	21.20%	22.00%
Government Contracts Concentration Risk | Sales Revenue, Net											
Disaggregation of Revenue [Line Items]											
Concentration Risk, Percentage									17.80%	16.70%	17.60%

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Summary of Significant Accounting Policies (Details) - USD ($) $ in Millions	3 Months Ended		12 Months Ended
	Dec. 31, 2020	Jun. 30, 2020	Dec. 31, 2020
Lessor, Lease, Description [Line Items]			
Tenant revenue (as a percent)			7.00%
Lease deferral requests granted - COVID			$ 4.3
Credit losses against billed rent receivables - COVID			11.2
Credit losses against deferred (straight-line) rent receivables - COVID	$ 15.0		19.6
Income from lease guarantees	$ 8.2		$ 8.2
Minimum			
Lessor, Lease, Description [Line Items]			
Estimated useful lives			3 years
Maximum			
Lessor, Lease, Description [Line Items]			
Estimated useful lives			40 years
Pacific Life Insurance Company	The Marriott Wardman Park hotel			
Lessor, Lease, Description [Line Items]			
Impairment loss		$ 6.5	

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The Combination (Details) - USD ($) $ in Thousands, shares in Millions		12 Months Ended	
	Jul. 18, 2017	Dec. 31, 2018	Dec. 31, 2017
Business Acquisition			
Reduction of gain on bargain purchase		$ 7,606	
JBG Companies			
Business Acquisition			
Common shares and OP Units	37.2		
Cash	$ 20,600		
Aggregate total consideration	$ 1,200,000		
Business combination gain on bargain purchase			$ 24,400
Reduction of gain on bargain purchase		$ 7,600	

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Acquisitions, Dispositions and Assets Held for Sale - Acquisitions (Details)	1 Months Ended	12 Months Ended	
	Dec. 31, 2020 USD ($) a ft² property item	Dec. 31, 2019 USD ($) ft² item	Dec. 31, 2018 USD ($)
Number of Real Estate Properties | property	62		
Multifamily			
Number of Units in Real Estate Property | item	7,800		
Number of Real Estate Properties | property	21		
Future Development Parcel and Other Assets			
Area of real estate property | a	1.4		
Aggregate total consideration	$ 65,000,000.0		
Business Acquisition, Transaction Costs	688,000		
Former Americana Hotel Site			
Cash	47,300,000		
Deferred payment until approval of certain entitlements	$ 20,000,000.0		
Former Americana Hotel Site | Maximum			
Area of real estate property | ft²	550,000		
Acquisition of Other Parcels			
Cash	$ 17,700,000		
Number of Real Estate Properties | property	3		
F1RST Residences | Multifamily | Washington, D.C.			
Number of Units in Real Estate Property | item		325	
Area of real estate property | ft²		21,000	
Cash		$ 160,500,000	
Business Acquisition, Transaction Costs		$ 4,700,000	
Land Parcel and West Half Investment			
Cash			$ 28,000,000.0

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Acquisitions, Dispositions and Assets Held for Sale - Dispositions and Assets Held for Sale (Details)			1 Months Ended		3 Months Ended	12 Months Ended			
	Jan. 15, 2020 USD ($) ft²	Oct. 31, 2020 USD ($)	Jun. 30, 2020 USD ($)	Dec. 31, 2019 USD ($) ft²	Mar. 31, 2020 USD ($)	Dec. 31, 2020 USD ($) ft²	Dec. 31, 2019 USD ($) ft² property	Dec. 31, 2018 USD ($) property	Mar. 31, 2019 USD ($)
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]									
Cash Proceeds From Sale						$ 154,493,000	$ 377,511,000	$ 413,077,000	
Gain (loss) on sale of real estate						59,477,000	104,991,000	52,183,000	
Assets held for sale				$ 168,412,000		73,876,000	$ 168,412,000		
Woodglen | Landmark									
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]									
Gain (loss) on sale of real estate			$ (3,000,000.0)			(3,000,000.0)			
Central Place Tower | Unconsolidated Real Estate Venture									
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]									
Equity method investment ownership percentage sold				50.00%			50.00%		
Area of real estate property | ft²				552,000			552,000		
Cash Proceeds From Sale				$ 220,000,000.0			$ 220,000,000.0		
Gain (loss) on sale of real estate							$ 53,400,000		
Pickett Industrial Park | CBREI Venture									
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]									
Gain (loss) on sale of real estate		$ 800,000				$ 800,000			
Disposal Group, Held-for-sale | Arlington, Virginia									
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including									

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Discontinued Operations [Line Items]						
Area of real estate property | ft²		4,230			4,230	
Assets held for sale		$ 168,412,000			$ 168,412,000	
Disposal Group, Held-for-sale | Metropolitan Park | Arlington, Virginia						
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]						
Area of real estate property | ft²		2,150			2,150	
Assets held for sale		$ 94,517,000			$ 94,517,000	
Disposal Group, Held-for-sale | Pen Place | Arlington, Virginia						
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]						
Area of real estate property | ft²		2,080		2,080	2,080	
Gross Sales Price						$ 149,900,000
Assets held for sale		$ 73,895,000		$ 73,876,000	$ 73,895,000	
Disposal Group, Disposed of by Sale | Metropolitan Park						
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]						
Gain (loss) on sale of real estate			$ 59,500,000			
Disposal Group, Disposed of by Sale | Metropolitan Park | Arlington, Virginia						
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]						
Area of real estate property | ft²	2,150					
Gross Sales Price	$ 154,952,000					
Cash Proceeds From Sale	154,493,000					
Gain (loss) on sale of real estate	$ 59,477,000					
Disposal Group, Disposed of by Sale | Commercial Assets And Real Estate Venture						

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Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]		
Gain (loss) on sale of real estate	$ 105,000,000.0	
Disposal Group, Disposed of by Sale | Commercial Assets, Future Development Asset and Multifamily Asset		
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]		
Cash Proceeds From Sale		427,400,000
Gain (loss) on sale of real estate		$ 52,200,000
Disposal Group, Disposed of by Sale | Commercial Assets		
Income Statement, Balance Sheet and Additional Disclosures by Disposal Groups, Including Discontinued Operations [Line Items]		
Number of real estate properties sold | property	3	4
Cash Proceeds From Sale	$ 165,400,000	

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Tenant and Other Receivables (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Tenant and Other Receivables		
Tenants	$ 39,077	$ 37,823
Third-party real estate services	15,658	14,541
Other	1,168	577
Total tenant and other receivables, net	55,903	$ 52,941
Lease guarantee receivables	$ 8,200	

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Investments in Unconsolidated Real Estate Ventures - Summary of Composition of Investments (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Jun. 30, 2020	Dec. 31, 2019
Schedule of Equity Method Investments [Line Items]			
Total investments in unconsolidated real estate ventures	$ 461,369		$ 543,026
Difference between the investments in unconsolidated real estate ventures and the net book value of the underlying assets	$ 18,900		14,300
Prudential Global Investment Management (PGIM)			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	50.00%		
Total investments in unconsolidated real estate ventures	$ 216,939		215,624
Landmark			
Schedule of Equity Method Investments [Line Items]			
Total investments in unconsolidated real estate ventures	$ 66,724		77,944
Landmark | Minimum			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	1.80%		
Landmark | Maximum			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	49.00%		
CBREI Venture			
Schedule of Equity Method Investments [Line Items]			
Total investments in unconsolidated real estate ventures	$ 65,190		68,405
CBREI Venture | Minimum			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	5.00%		
CBREI Venture | Maximum			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	64.00%		
Canadian Pension Plan Investment Board (CPPIB)			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	55.00%		
Total investments in unconsolidated real estate ventures	$ 47,522		109,911
Berkshire Group			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	50.00%		
Total investments in unconsolidated real estate ventures	$ 50,649		46,391
Brandywine Realty Trust			
Schedule of Equity Method Investments [Line Items]			

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Equity Method Investment, Ownership Percentage	30.00%		
Total investments in unconsolidated real estate ventures	$ 13,710		13,830
Pacific Life Insurance Company			
Schedule of Equity Method Investments [Line Items]			
Total investments in unconsolidated real estate ventures		$ 0	10,385
Other			
Schedule of Equity Method Investments [Line Items]			
Total investments in unconsolidated real estate ventures	$ 635		$ 536

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Investments in Unconsolidated Real Estate Ventures - Narrative (Details)				1 Months Ended					3 Months Ended	12 Months Ended			
	Oct. 31, 2020 USD ($)	Jun. 30, 2020 USD ($)	Apr. 30, 2020 USD ($)	Dec. 31, 2019 USD ($) ft²	Dec. 31, 2018 USD ($) ft²	Aug. 31, 2018 USD ($) ft²	Feb. 28, 2018 USD ($)	Jan. 31, 2018 USD ($)	Jun. 30, 2020 USD ($)	Dec. 31, 2020 USD ($)	Dec. 31, 2019 USD ($) ft²	Dec. 31, 2018 USD ($) ft²	Dec. 31, 2017
Schedule of Equity Method Investments [Line Items]													
Proceeds from sale of real estate										$ 154,493,000	$ 377,511,000	$ 413,077,000	
Gain (loss) on sale of real estate										59,477,000	104,991,000	52,183,000	
Proceeds from sale of equity method investment												80,279,000	
Income (loss) from unconsolidated real estate ventures, net										(20,336,000)	(1,395,000)	39,409,000	
Investments in unconsolidated real estate ventures				$ 543,026,000						461,369,000	543,026,000		
Distributions of capital from unconsolidated real estate ventures										71,065,000	7,557,000	14,408,000	
Landmark													
Schedule of Equity Method Investments [Line Items]													
Investments in unconsolidated real estate ventures				$ 77,944,000						66,724,000	77,944,000		
Landmark	Woodglen													
Schedule of Equity Method Investments [Line Items]													
Gain (loss) on sale of real estate		$ (3,000,000.0)								(3,000,000.0)			
Investments in Unconsolidated Real Estate Ventures													
Schedule of Equity Method Investments [Line Items]													
Property Management Fee Revenue										25,500,000	$ 28,500,000	26,100,000	
Unconsolidated Real Estate Venture	Central Place Tower													
Schedule of Equity Method Investments [Line Items]													
Equity method investment ownership percentage sold				50.00%							50.00%		
Equity Method Investment, Ownership Percentage				50.00%							50.00%		
Area of real estate property	ft²				552,000							552,000		
Proceeds from sale of real estate				$ 220,000,000.0							$ 220,000,000.0		
Gain (loss) on sale of real estate											53,400,000		
Pacific Life Insurance Company													
Schedule of Equity Method Investments [Line Items]													
Investments in unconsolidated real estate ventures		0		10,385,000					$ 0		10,385,000		
Pacific Life Insurance Company	The Marriott Wardman Park hotel													
Schedule of Equity Method Investments [Line Items]													
Equity Method Investment, Ownership Percentage								16.67%					
Payments to Acquire Interest in Joint Venture								$ 10,100,000					
Impairment loss									6,500,000				
CBREI Venture													
Schedule of Equity Method Investments [Line Items]													
Investments in unconsolidated real estate ventures				68,405,000						65,190,000	68,405,000		
CBREI Venture	Pickett Industrial Park													
Schedule of Equity Method Investments [Line Items]													
Gain (loss) on sale of real estate	$ 800,000									$ 800,000			

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Canadian Pension Plan Investment Board (CPPIB)										
Schedule of Equity Method Investments [Line Items]										
Equity Method Investment, Ownership Percentage							55.00%			
Investments in unconsolidated real estate ventures			109,911,000				$ 47,522,000	109,911,000		
Canadian Pension Plan Investment Board (CPPIB) | 1101 17th Street										
Schedule of Equity Method Investments [Line Items]										
Negative investment balance recognized as income									5,400,000	
Income (loss) from unconsolidated real estate ventures, net								6,400,000	8,300,000	
Investments in unconsolidated real estate ventures			$ 0				$ 0	$ 0		
Canadian Pension Plan Investment Board (CPPIB) | The Warner										
Schedule of Equity Method Investments [Line Items]										
Gain (loss) on sale of real estate									20,600,000	
Canadian Pension Plan Investment Board (CPPIB) | 1900 N Street										
Schedule of Equity Method Investments [Line Items]										
Equity Method Investment, Ownership Percentage					100.00%					
Payments to Acquire Interest in Joint Venture					$ 95,900,000					
Equity Method Investment, Ownership Percentage After Funding Of Contributions							55.00%			
Distributions of capital from unconsolidated real estate ventures						$ 70,800,000				
JP Morgan | Investment Building										
Schedule of Equity Method Investments [Line Items]										
Equity method investment ownership percentage sold				5.00%						
Area of real estate property | ft²				401,000						
Proceeds from sale of equity method investment				$ 24,600,000						
Gain (loss) from sale									$ 15,500,000	
Landmark Venture Partner | Landmark | Woodglen										
Schedule of Equity Method Investments [Line Items]										
Proceeds from sale of real estate		$ 17,800,000								
Gain (loss) on sale of real estate							$ (16,400,000)			
Repayments of secured debt							12,200,000			
Legacy JBG Funds | Pacific Life Insurance Company | The Marriott Wardman Park hotel										
Schedule of Equity Method Investments [Line Items]										
Equity Method Investment, Ownership Percentage										47.64%
CBREI Venture Partner | CBREI Venture | Pickett Industrial Park										
Schedule of Equity Method Investments [Line Items]										
Proceeds from sale of real estate	46,300,000									
Gain (loss) on sale of real estate							$ 8,000,000.0			
Repayments of secured debt	$ 23,600,000									

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CPPIB Venture Partner | Canadian Pension Plan Investment Board (CPPIB) | The Warner					
Schedule of Equity Method Investments [Line Items]					
Area of real estate property | ft²		583,000			583,000
Proceeds from sale of real estate		$ 376,500,000			
Gain (loss) on sale of real estate					$ 32,500,000
Repayments of secured debt		$ 270,500,000			
CPPIB Venture Partner | Canadian Pension Plan Investment Board (CPPIB) | 1900 N Street					
Schedule of Equity Method Investments [Line Items]					
Equity Method Investment, Ownership Percentage				45.00%	
Long-term Purchase Commitment, Amount			$ 101,300,000		
Maximum borrowing capacity	$ 160,000,000.0				
Proceeds from issuance of mortgage loan	$ 134,500,000				

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Investments in Unconsolidated Real Estate Ventures - Summary of Debt (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Investments in Unconsolidated Real Estate Ventures		
Variable rate, weighted average interest rate	2.52%	
Variable rate	$ 863,617	$ 629,479
Fixed rate, weighted average interest rate	4.01%	
Fixed rate	$ 323,050	561,236
Mortgages payable	1,186,667	1,190,715
Unamortized deferred financing costs	(7,479)	(2,859)
Mortgages payable, net	$ 1,179,188	$ 1,187,856

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Investments in Unconsolidated Real Estate Ventures - Financial Information - Table (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Combined balance sheet information:			
Real estate, net	$ 2,247,384	$ 2,493,961	
Other assets, net	270,516	291,092	
Total assets	2,517,900	2,785,053	
Mortgages payable	1,179,188	1,187,856	
Other liabilities, net	140,304	168,243	
Total liabilities	1,319,492	1,356,099	
Total equity	1,198,408	1,428,954	
Total liabilities and equity	2,517,900	2,785,053	
Combined income statement information:			
Total revenue	203,456	266,653	$ 300,032
Operating income (loss)	(21,639)	18,041	56,262
Net loss	$ (65,756)	$ (32,507)	$ (1,155,000)

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Investments in Unconsolidated Real Estate Ventures - Financial Information - Narrative (Details) - USD ($)	1 Months Ended		12 Months Ended		
	Oct. 31, 2020	Jun. 30, 2020	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Schedule of Equity Method Investments [Line Items]					
Gain (loss) on sale of real estate			$ 59,477,000	$ 104,991,000	$ 52,183,000
Landmark | Woodglen					
Schedule of Equity Method Investments [Line Items]					
Gain (loss) on sale of real estate		$ (3,000,000.0)	(3,000,000.0)		
CBREI Venture | Pickett Industrial Park					
Schedule of Equity Method Investments [Line Items]					
Gain (loss) on sale of real estate	$ 800,000		800,000		
Canadian Pension Plan Investment Board (CPPIB) | The Warner					
Schedule of Equity Method Investments [Line Items]					
Gain (loss) on sale of real estate					20,600,000
Landmark Venture Partner | Landmark | Woodglen					
Schedule of Equity Method Investments [Line Items]					
Gain (loss) on sale of real estate			(16,400,000)		
CPPIB Venture Partner | Canadian Pension Plan Investment Board (CPPIB) | The Warner					
Schedule of Equity Method Investments [Line Items]					
Gain (loss) on sale of real estate					$ 32,500,000
CBREI Venture Partner | CBREI Venture | Pickett Industrial Park					
Schedule of Equity Method Investments [Line Items]					
Gain (loss) on sale of real estate			$ 8,000,000.0		

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Variable Interest Entities (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Variable Interest Entity [Line Items]		
Assets	$ 6,079,547	$ 5,986,251
JBG Smith, LP		
Variable Interest Entity [Line Items]		
Ownership interest by parent	90.50%	
Variable Interest Entity, Not Primary Beneficiary		
Variable Interest Entity [Line Items]		
Assets	$ 116,200	$ 242,900

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Other Assets, Net - Summary (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Other Assets, Net		
Deferred leasing costs, net	$ 117,141	$ 126,016
Lease intangible assets, net	15,565	23,644
Other identified intangible assets, net	43,012	48,620
Operating lease right-of-use assets	3,542	19,865
Finance lease right-of-use assets (1)	41,996	
Prepaid expenses	14,000	12,556
Deferred financing costs on credit facility, net	6,656	3,071
Deposits	28,560	3,210
Other	16,103	16,705
Total other assets, net	286,575	$ 253,687
Deposit to acquire wireless spectrum licenses	$ 25,300	

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Other Assets, Net - Composition (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Schedule of Other Intangible Assets [Line Items]		
Deferred leasing costs, Gross	$ 202,940	$ 205,830
Deferred leasing costs, Accumulated Amortization	(85,799)	(79,814)
Deferred leasing costs, Net	117,141	126,016
Lease intangible assets, Gross	34,878	42,447
Lease intangible assets, Assets, Accumulated Amortization	(19,313)	(18,803)
Lease intangible assets, Net	15,565	23,644
Other identified intangible assets, Gross	63,400	66,156
Other identified intangible assets, Accumulated Amortization	(20,388)	(17,536)
Other identified intangible assets, Net	43,012	48,620
In-place lease		
Schedule of Other Intangible Assets [Line Items]		
Lease intangible assets, Gross	27,363	33,812
Lease intangible assets, Assets, Accumulated Amortization	(15,027)	(15,231)
Lease intangible assets, Net	12,336	18,581
Above-market real estate lease		
Schedule of Other Intangible Assets [Line Items]		
Lease intangible assets, Gross	7,515	8,635
Lease intangible assets, Assets, Accumulated Amortization	(4,286)	(3,572)
Lease intangible assets, Net	3,229	5,063
Option to enter into ground lease		
Schedule of Other Intangible Assets [Line Items]		
Other identified intangible assets, Gross	17,090	17,090
Other identified intangible assets, Net	17,090	17,090
Management and leasing contract		
Schedule of Other Intangible Assets [Line Items]		
Other identified intangible assets, Gross	45,900	48,900
Other identified intangible assets, Accumulated Amortization	(20,388)	(17,385)
Other identified intangible assets, Net	25,512	31,515
Other		
Schedule of Other Intangible Assets [Line Items]		
Other identified intangible assets, Gross	410	166
Other identified intangible assets, Accumulated Amortization		(151)
Other identified intangible assets, Net	$ 410	$ 15

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Other Assets, Net - Amortization Expense (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Finite-Lived Intangible Assets			
Amortization of intangible assets	$ 13,295	$ 15,953	$ 21,561
In-place lease			
Finite-Lived Intangible Assets			
Amortization of intangible assets	5,695	7,375	11,807
Above-market real estate lease			
Finite-Lived Intangible Assets			
Amortization of intangible assets	1,582	1,730	2,390
Below-market ground lease amortization			
Finite-Lived Intangible Assets			
Amortization of intangible assets			85
Management and leasing contract			
Finite-Lived Intangible Assets			
Amortization of intangible assets	6,002	7,088	7,088
Other			
Finite-Lived Intangible Assets			
Amortization of intangible assets	$ 16	$ (240)	$ 191

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Other Assets, Net - Estimated Amortization of Intangible Assets (Details) $ in Thousands	Dec. 31, 2020 USD ($)
Other Assets, Net	
2021	$ 9,690
2022	8,662
2023	8,199
2024	7,841
2025	3,571
Thereafter	3,524
Total	$ 41,487

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Debt - Schedule of Mortgages Payable (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Debt Instrument [Line Items]		
Long-term Debt, Gross	$ 2,003,869	
Mortgages Payable		
Debt Instrument [Line Items]		
Variable interest rate	2.18%	
Variable rate amount	$ 678,346	$ 2,200
Fixed interest rate	4.32%	
Fixed rate amount	$ 925,523	1,125,648
Long-term Debt, Gross	1,603,869	1,127,848
Unamortized deferred financing costs and premium/ discount, net	(10,131)	(2,071)
Long-term debt, net	$ 1,593,738	$ 1,125,777

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Debt - Narrative (Details) $ in Thousands	1 Months Ended	12 Months Ended		
	Dec. 31, 2020 USD ($)	Dec. 31, 2020 USD ($) loan	Dec. 31, 2019 USD ($)	Dec. 31, 2018 USD ($)
Mortgages and Line of Credit Facility [Line Items]				
Loss on extinguishment of debt		$ 62	$ 5,805	$ 5,153
Mortgages Payable				
Mortgages and Line of Credit Facility [Line Items]				
Net carrying value of real estate collateralizing the mortgages payable	$ 1,800,000	1,800,000	1,400,000	
Aggregate borrowings under mortgages payable			2,200	
Repayments of secured debt			709,100	
Loss on extinguishment of debt			5,800	
Payment for debt extinguishment or debt prepayment cost			2,900	
Derivative, loss on derivative			2,900	
Mortgages Payable | Interest rate swaps and caps				
Mortgages and Line of Credit Facility [Line Items]				
Derivative notional amount	1,300,000	1,300,000	867,600	
Derivative entered into - aggregate notional value		560,000		
Credit Facility				
Mortgages and Line of Credit Facility [Line Items]				
Credit facility, maximum borrowing capacity	1,400,000	1,400,000		
Credit Facility | Revolving Credit Facility				
Mortgages and Line of Credit Facility [Line Items]				
Credit facility, maximum borrowing capacity	1,000,000	1,000,000		
Credit Facility | Tranche A-1 Term Loan				
Mortgages and Line of Credit Facility [Line Items]				
Credit facility, maximum borrowing capacity	200,000	200,000		
Credit Facility | Tranche A-2 Term Loan				
Mortgages and Line of Credit Facility [Line Items]				
Credit facility, maximum borrowing capacity	200,000	$ 200,000		
Minimum | London Interbank Offered Rate (LIBOR) | Credit Facility | Revolving Credit Facility				
Mortgages and Line of Credit Facility [Line Items]				
Debt Instrument basis spread on variable rate		1.05%		
Minimum | London Interbank Offered Rate (LIBOR) | Credit Facility | Tranche A-1 Term Loan				
Mortgages and Line of Credit Facility [Line Items]				
Debt Instrument basis spread on variable rate		1.20%		
Minimum | London Interbank Offered Rate (LIBOR) | Credit Facility | Tranche A-2 Term Loan				
Mortgages and Line of Credit Facility [Line Items]				

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Debt Instrument basis spread on variable rate		1.15%	
Maximum | London Interbank Offered Rate (LIBOR) | Credit Facility | Revolving Credit Facility			
Mortgages and Line of Credit Facility [Line Items]			
Debt Instrument basis spread on variable rate		1.50%	
Maximum | London Interbank Offered Rate (LIBOR) | Credit Facility | Tranche A-1 Term Loan			
Mortgages and Line of Credit Facility [Line Items]			
Debt Instrument basis spread on variable rate		1.70%	
Maximum | London Interbank Offered Rate (LIBOR) | Credit Facility | Tranche A-2 Term Loan			
Mortgages and Line of Credit Facility [Line Items]			
Debt Instrument basis spread on variable rate		1.70%	
4747 Bethesda Avenue, The Bartlett, 1221 Van Street and 220 20th Street			
Mortgages and Line of Credit Facility [Line Items]			
Number of mortgage loans | loan		4	
Principal amount	560,000	$ 560,000	
RTC West			
Mortgages and Line of Credit Facility [Line Items]			
Increase in principal balance		$ 20,200	
West End25			
Mortgages and Line of Credit Facility [Line Items]			
Repayments of secured debt	$ 94,700		
Central Place Tower | Mortgages Payable | Interest rate swaps and caps			
Mortgages and Line of Credit Facility [Line Items]			
Derivative terminated - aggregate notional value			$ 220,000

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Debt - Summary of Amounts Outstanding under the Credit Facility (Details) - USD ($) $ in Thousands	12 Months Ended	
	Dec. 31, 2020	Dec. 31, 2019
Line of Credit Facility [Line Items]		
Debt, gross	$ 2,003,869	
Deferred financing costs on credit facility	$ 6,656	$ 3,071
Credit Facility | Revolving Credit Facility		
Line of Credit Facility [Line Items]		
Effective interest rate	1.19%	
Long-term debt, net		200,000
Aggregate face amount outstanding	$ 1,500	1,500
Percentage of line of credit facility	0.15%	
Credit Facility | Revolving Credit Facility | Other Assets Net		
Line of Credit Facility [Line Items]		
Deferred financing costs on credit facility	$ 6,700	3,100
Credit Facility | Tranche A-1 Term Loan		
Line of Credit Facility [Line Items]		
Effective interest rate	2.59%	
Debt, gross	$ 200,000	100,000
Credit Facility | Tranche A-1 Term Loan | Interest rate swap		
Line of Credit Facility [Line Items]		
Derivative notional amount	$ 200,000	100,000
Weighted average interest rate	1.39%	
Credit Facility | Tranche A-2 Term Loan		
Line of Credit Facility [Line Items]		
Effective interest rate	2.49%	
Debt, gross	$ 200,000	200,000
Credit Facility | Tranche A-2 Term Loan | Interest rate swap		
Line of Credit Facility [Line Items]		
Derivative notional amount	$ 200,000	137,600
Weighted average interest rate	1.34%	
Credit Facility | Tranche A-1 and A-2 Loans		
Line of Credit Facility [Line Items]		
Debt, gross	$ 400,000	300,000
Unamortized deferred financing costs, net	(2,021)	(2,705)
Long-term debt, net	$ 397,979	$ 297,295

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Debt - Principal Maturities (Details) $ in Thousands	Dec. 31, 2020 USD ($)
Debt	
2021	$ 5,611
2022	112,516
2023	373,344
2024	322,571
2025	558,890
Thereafter	630,937
Debt, gross	$ 2,003,869

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Other Liabilities, Net (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Other Liabilities, Net			
Lease intangible liabilities	$ 33,256	$ 38,577	
Accumulated amortization	(22,956)	(26,253)	
Total intangible liabilities	10,300	12,324	
Lease assumption liabilities	10,126	17,589	
Lease incentive liabilities	13,913	20,854	
Liabilities related to operating lease right-of-use assets	$ 10,752	$ 28,476	
Operating Lease, Liability, Statement of Financial Position [Extensible List]	Total other liabilities, net	Total other liabilities, net	
Liabilities related to finance lease right-of-use assets	$ 40,221		
Prepaid rent	19,809	$ 23,612	
Security deposits	13,654	16,348	
Environmental liabilities	18,242	17,898	
Net deferred tax liability	2,509	5,542	
Dividends payable	34,075	34,012	
Derivative agreements, at fair value	44,222	17,440	
Deferred Purchase Price	19,479		
Other	10,472	11,947	
Total other liabilities, net	247,774	206,042	
Amortization of Intangible Liabilities	$ 2,000	$ 2,500	$ 2,600

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Other Liabilities, Net - Amortization of Intangible Liabilities (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Other Liabilities, Net		
2021	$ 1,807	
2022	1,788	
2023	1,780	
2024	1,762	
2025	1,221	
Thereafter	1,942	
Total intangible liabilities	$ 10,300	$ 12,324

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Income Taxes - Narrative (Details) - USD ($) $ / shares in Units, $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Federal income tax expense	$ (4,265)	$ (1,302)	$ (738)
Net operating loss	11,000		
Federal income tax basis difference	168,000		
Deferred tax liabilities net	$ 2,509	$ 5,542	
Dividends cash declared	$ 0.90	$ 0.90	$ 1.00
Regular dividends			0.90
Common share and special dividend			0.10
Taxable ordinary income federal income tax purposes	0.405	0.468	0.531
Capital gain distributions	0.27	$ 0.432	$ 0.469
Capital gain distributions remaining	$ 0.225		
Subsidiaries			
Federal income tax expense	$ 0		

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Income Taxes - Schedule of Components of Income Tax Expense (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Income Taxes			
Current tax benefit (expense)	$ 1,232	$ (34)	$ 20
Deferred tax benefit	3,033	1,336	718
Income tax benefit	$ 4,265	$ 1,302	$ 738

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Income Taxes - Schedule of Deferred Tax Assets and Liabilities (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Income Taxes		
Accrued bonus	$ 1,921	$ 721
NOL	2,770	915
Deferred revenue		626
Capital loss	1,283	
Charitable contributions	1,533	435
Other	265	217
Total deferred tax assets	7,772	2,914
Valuation allowance	(2,072)	(523)
Total deferred tax assets, net of valuation allowance	5,700	2,391
Basis difference - intangible assets	(5,887)	(7,412)
Basis difference - real estate	(2,164)	
Other	(158)	(521)
Total deferred tax liabilities	(8,209)	(7,933)
Net deferred tax liability	$ (2,509)	$ (5,542)

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Redeemable Noncontrolling Interests - Narrative (Details) - shares	2 Months Ended	12 Months Ended	
	Feb. 23, 2021	Dec. 31, 2020	Dec. 31, 2019
Consolidated Real Estate Venture			
Noncontrolling Interest [Line Items]			
Ownership interest by parent, threshold for capital contributions to cease		97.00%	
OP Units			
Noncontrolling Interest [Line Items]			
Conversion of common limited partnership units to common shares	93,978	1,300,000	1,700,000
JBG Smith, LP			
Noncontrolling Interest [Line Items]			
Ownership interest by parent		90.50%	
JBG Smith, LP | OP Units			
Noncontrolling Interest [Line Items]			
Units outstanding		13,800,000	
Ownership interest by parent		9.50%	
Consolidated Real Estate Venture			
Noncontrolling Interest [Line Items]			
Ownership interest by parent		96.00%	

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Redeemable Noncontrolling Interests - Summary of the Activity of Redeemable Noncontrolling Interests (Details) - USD ($) $ in Thousands	12 Months Ended	
	Dec. 31, 2020	Dec. 31, 2019
Temporary Equity		
Balance as of the beginning of the year	$ 612,758	$ 558,140
OP Unit redemptions	(47,517)	(57,318)
LTIP Units issued in lieu of cash bonuses (1)	4,066	3,954
Net income (loss) attributable to redeemable noncontrolling interests	(4,958)	8,573
Other comprehensive loss	(2,990)	(2,584)
Contributions (distributions)	(15,629)	(15,254)
Share-based compensation expense	64,611	63,264
Adjustment to redemption value	(79,593)	53,983
Balance as of the end of the year	530,748	612,758
JBG Smith, LP		
Temporary Equity		
Balance as of the beginning of the year	606,699	552,159
OP Unit redemptions	(47,517)	(57,318)
LTIP Units issued in lieu of cash bonuses (1)	4,066	3,954
Net income (loss) attributable to redeemable noncontrolling interests	(4,818)	8,566
Other comprehensive loss	(2,990)	(2,584)
Contributions (distributions)	(15,629)	(15,325)
Share-based compensation expense	64,611	63,264
Adjustment to redemption value	(81,540)	53,983
Balance as of the end of the year	522,882	606,699
Consolidated Real Estate Venture		
Temporary Equity		
Balance as of the beginning of the year	6,059	5,981
Net income (loss) attributable to redeemable noncontrolling interests	(140)	7
Contributions (distributions)		71
Adjustment to redemption value	1,947	
Balance as of the end of the year	$ 7,866	$ 6,059

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Property Rental Revenue (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Property Rental Revenue			
Fixed	$ 420,521	$ 458,329	
Variable	38,437	34,944	
Property rental revenue	$ 458,958	$ 493,273	$ 513,447

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Property Rental Revenue (Details) $ in Thousands	Dec. 31, 2020 USD ($)
Property Rental Revenue	
2021	$ 389,714
2022	318,306
2023	271,403
2024	237,333
2025	197,946
Thereafter	$ 946,416

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Share-Based Payments and Employee Benefits - OP Units (Details) - OP Units - USD ($) $ / shares in Units, $ in Millions		12 Months Ended		
	Jul. 18, 2017	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Share-based Compensation Arrangement by Share-based Payment Award				
Equity grants (in shares)	3,300,000			
Estimated grant-date fair value	$ 110.6			
Unvested Shares				
Beginning balance		2,872,252		
Vested		(1,351,682)		
Ending balance		1,520,570	2,872,252	
Weighted Average Grant-Date Fair Value				
Beginning balance		$ 33.39		
Vested (in dollars per share)		33.39		
Ending balance		$ 33.39	$ 33.39	
Total-grant date fair value for vested awards		$ 45.1	$ 4.3	$ 3.2
Minimum				
Share-based Compensation Arrangement by Share-based Payment Award				
Vesting over period	12 months			
Maximum				
Share-based Compensation Arrangement by Share-based Payment Award				
Vesting over period	60 months			

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Share-Based Payments and Employee Benefits - Omnibus Share Plan and Formation Awards (Details) - USD ($)		1 Months Ended	12 Months Ended			
	Jul. 18, 2017	Jan. 31, 2021	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018	Jul. 17, 2017
Share-based Compensation Arrangement by Share-based Payment Award						
Fair value of awards on grant date		$ 24,400,000				
Compensation expense recognition period (in years)			1 year 9 months 18 days			
Omnibus Share Plan, 2017						
Share-based Compensation Arrangement by Share-based Payment Award						
Number of shares authorized						10,300,000
Shares available for grant			3,100,000			
Formation Awards						
Share-based Compensation Arrangement by Share-based Payment Award						
Granted (in shares)	2,700,000		0	0	93,784	
Notional value	$ 100,000,000					
Weighted average price	$ 37.10				$ 34.40	
Vesting over period			10 years			
Fair value of awards on grant date					$ 725,000	
Compensation expense recognition period (in years)			5 years			
Expected life			7 years			
Unvested Shares						
Beginning balance		1,697,555	2,484,946			
Vested			(782,338)			
Forfeited			(5,053)			
Ending balance			1,697,555	2,484,946		
Weighted Average Grant-Date Fair Value						
Beginning balance		$ 8.80	$ 8.81			
Vested (in dollars per share)			8.81			
Forfeited			8.84			
Ending balance			$ 8.80	$ 8.81		
Total-grant date fair value for vested awards			$ 6,900,000	$ 1,400,000	$ 333,000	
Tranche One | Formation Awards						
Share-based Compensation Arrangement by Share-based Payment Award						

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Vesting (as a percent)	25.00%	
Tranche Two | Formation Awards		
Share-based Compensation Arrangement by Share-based Payment Award		
Vesting (as a percent)	50.00%	
Minimum | Formation Awards		
Share-based Compensation Arrangement by Share-based Payment Award		
Expected volatility		27.00%
Dividend yield		2.50%
Risk-free interest rate		2.80%
Maximum | Formation Awards		
Share-based Compensation Arrangement by Share-based Payment Award		
Expected volatility		29.00%
Dividend yield		2.70%
Risk-free interest rate		3.00%

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Share-Based Payments and Employee Benefits - LTIP, Time-Based LTIP and Special Time-Based LTIP Units (Details) - USD ($)	1 Months Ended	12 Months Ended		
	Jan. 31, 2021	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]				
Fair value of awards on grant date	$ 24,400,000			
Compensation expense recognition period (in years)		1 year 9 months 18 days		
Time-Based LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]				
Vesting period		4 years		
Vesting (as a percent)		25.00%		
Compensation expense recognition period (in years)		4 years		
Unvested Shares				
Granted (in shares)	485,753	381,504	351,982	367,519
Weighted Average Grant-Date Fair Value				
Granted		$ 38.52	$ 34.26	$ 31.48
LTIP, Time-Based LTIP and Special Time-Based LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award				
Total-grant date fair value for vested awards		$ 15,300,000	$ 12,000,000.0	$ 3,600,000
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]				
Fair value of awards on grant date		$ 19,900,000	$ 17,000,000.0	$ 25,500,000
Unvested Shares				
Beginning balance	1,171,551	1,095,343		
Granted (in shares)		526,205		
Vested		(445,859)		
Forfeited		(4,138)		
Ending balance		1,171,551	1,095,343	
Weighted Average Grant-Date Fair Value				
Beginning balance	$ 35.90	$ 34.35		
Granted		37.74		
Vested (in dollars per share)		34.27		
Forfeited		36.69		

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Ending balance		$ 35.90	$ 34.35	
LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award				
Total-grant date fair value for vested awards	$ 4,800,000			
Special Time-Based LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]				
Compensation expense recognition period (in years)				5 years
Unvested Shares				
Granted (in shares)				356,591
Weighted Average Grant-Date Fair Value				
Granted				$ 36.84
Management | LTIP Units				
Unvested Shares				
Granted (in shares)		90,094	91,636	
Weighted Average Grant-Date Fair Value				
Granted		$ 40.13	$ 34.21	
Director | LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]				
Fair value of awards on grant date		$ 1,500,000	$ 1,800,000	$ 794,000
Unvested Shares				
Granted (in shares)		54,607	50,159	25,770
Minimum | LTIP, Time-Based LTIP and Special Time-Based LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]				
Expected volatility		18.00%	18.00%	20.00%
Risk-free interest rate		0.30%	2.30%	1.90%
Post-grant restriction periods		2 years	2 years	2 years
Maximum | LTIP, Time-Based LTIP and Special Time-Based LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]				
Expected volatility		29.00%	24.00%	22.00%
Risk-free interest rate		1.50%	2.60%	2.60%
Post-grant restriction periods		3 years	3 years	3 years
Tranche One | Special Time-Based LTIP Units				

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Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Additional Disclosures [Abstract]	
Vesting (as a percent)	50.00%

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Share-Based Payments and Employee Benefits - Performance-Based LTIP Units (Details) - USD ($) $ / shares in Units, $ in Millions			1 Months Ended	12 Months Ended		
	Feb. 02, 2018	Aug. 01, 2017	Jan. 31, 2021	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Share-based Compensation Arrangement by Share-based Payment Award						
Fair value of awards on grant date			$ 24.4			
Compensation expense recognition period (in years)				1 year 9 months 18 days		
Performance Shares and Special Performance-Based LTIP Units						
Share-based Compensation Arrangement by Share-based Payment Award						
Fair value of awards on grant date				$ 11.1	$ 9.3	$ 21.1
Expected volatility				15.00%		
Dividend yield				2.30%		
Risk-free interest rate				1.30%		
Total-grant date fair value for vested awards				$ 4.6		
Unvested Shares						
Beginning balance			2,126,597	2,117,935		
Granted (in shares)				593,100		
Vested				(289,727)		
Forfeited/cancelled				(294,711)		
Ending balance				2,126,597	2,117,935	
Weighted Average Grant-Date Fair Value						
Beginning balance			$ 19.29	$ 18.55		
Granted				18.67		
Vested (in dollars per share)				15.95		
Forfeited/cancelled				16.01		
Ending balance				$ 19.29	$ 18.55	
Performance-Based LTIP Units						
Share-based Compensation Arrangement by Share-based Payment Award						
Vesting period	3 years	3 years	3 years	3 years		
Compensation expense recognition period (in years)				4 years		
Units forfeited (as a percentage)				50.00%		
Units earned (as a percent)			100.00%	50.00%		
Unvested Shares						
Granted (in shares)			627,874	593,100	478,411	567,106
Performance-Based LTIP Units | Tranche One						

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Share-based Compensation Arrangement by Share-based Payment Award			
Vesting (as a percent)	50.00%		
Performance-Based LTIP Units | Tranche Two			
Share-based Compensation Arrangement by Share-based Payment Award			
Vesting (as a percent)	50.00%		
Performance-Based LTIP Units | If Positive Absolute Total Shareholder Return, Not Achieved			
Share-based Compensation Arrangement by Share-based Payment Award			
Vesting period	3 years		
Performance-Based LTIP Units | If Positive Absolute Total Shareholder Return, Achieved			
Share-based Compensation Arrangement by Share-based Payment Award			
Vesting period	7 years		
Special Performance-Based LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Compensation expense recognition period (in years)	5 years		
Unvested Shares			
Granted (in shares)			511,555
Minimum | Performance Shares and Special Performance-Based LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Expected volatility		19.00%	19.90%
Dividend yield		2.30%	2.50%
Risk-free interest rate		2.30%	2.30%
Maximum | Performance Shares and Special Performance-Based LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Expected volatility		23.00%	26.00%
Dividend yield		2.50%	2.70%
Risk-free interest rate		2.60%	3.00%

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Share-Based Payments and Employee Benefits - ESPP (Details) - USD ($)	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Share-based Compensation Arrangement by Share-based Payment Award			
Proceeds from common stock issued pursuant to ESPP	$ 1,715,000	$ 1,457,000	$ 597,000
ESPP			
Share-based Compensation Arrangement by Share-based Payment Award			
Number of shares authorized	2,100,000		
Option to purchase	$ 25,000		
Percentage of discount	15.00%		
Percentage of total number of outstanding common shares	0.10%		
Common shares	206,600		
Common shares issued pursuant to employee share purchase plan (in shares)	68,047	47,022	20,178
Proceeds from common stock issued pursuant to ESPP	$ 1,700,000	$ 1,500,000	$ 597,000
Expected volatility			21.00%
Dividend yield			2.50%
Risk-free interest rate			2.00%
Post-grant restriction periods	6 months	6 months	6 months
Common shares available for issuance	1,900,000		
Minimum | ESPP			
Share-based Compensation Arrangement by Share-based Payment Award			
Expected volatility	13.00%	18.00%	
Dividend yield	1.10%	2.60%	
Risk-free interest rate	0.10%	2.20%	
Maximum | ESPP			
Share-based Compensation Arrangement by Share-based Payment Award			
Expected volatility	67.00%	28.00%	
Dividend yield	3.30%	3.50%	
Risk-free interest rate	1.70%	2.40%	

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Share-Based Payments and Employee Benefits - Summary of Share-Based Compensation Expense (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 70,635	$ 67,799	$ 56,016
Less amount capitalized	(4,584)	(2,526)	(3,341)
Share-based compensation expense	66,051	65,273	52,675
Total unrecognized compensation expense	$ 46,500		
Compensation expense recognition period (in years)	1 year 9 months 18 days		
Share Based Compensation - Other			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 38,957	25,637	19,986
Time-Based LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 14,018	11,386	10,095
Compensation expense recognition period (in years)	4 years		
Performance-Based LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 17,815	8,716	5,271
Compensation expense recognition period (in years)	4 years		
LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 1,100	1,000	794
Other Equity Awards			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	6,024	4,535	3,826
Share Based Compensation Related To Formation Transaction and Special Equity Awards			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	31,678	42,162	36,030
Formation Awards			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 4,242	5,734	5,606

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Compensation expense recognition period (in years)	5 years		
OP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 21,439	29,826	29,455
LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	397	456	277
Special Performance-Based LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 2,663	2,843	323
Compensation expense recognition period (in years)	5 years		
Special Time-Based LTIP Units			
Share-based Compensation Arrangement by Share-based Payment Award			
Total share-based compensation expense	$ 2,937	$ 3,303	$ 369
Compensation expense recognition period (in years)			5 years

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Share-Based Payments and Employee Benefits - Contributions (Details) - USD ($) $ in Millions	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Share-Based Payments and Employee Benefits			
Employer matching contribution vesting period	1 year		
Contributions	$ 2.2	$ 2.0	$ 1.8

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Share-Based Payments and Employee Benefits - 2021 Grants (Details) - USD ($) $ in Millions	1 Months Ended	12 Months Ended		
	Jan. 31, 2021	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Share-based Compensation Arrangement by Share-based Payment Award				
Total grant date fair value	$ 24.4			
Time-Based LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award				
Granted (in shares)	485,753	381,504	351,982	367,519
Performance-Based LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award				
Granted (in shares)	627,874	593,100	478,411	567,106
Time-Based RSUs				
Share-based Compensation Arrangement by Share-based Payment Award				
Granted (in shares)	18,343			
Performance-Based RSUs				
Share-based Compensation Arrangement by Share-based Payment Award				
Granted (in shares)	11,886			
LTIP Units				
Share-based Compensation Arrangement by Share-based Payment Award				
Fully vested grants (in shares)	163,065			
Total-grant date fair value for vested awards	$ 4.8			

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Transaction and Other Costs (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Transaction and Other Costs			
Relocation of corporate headquarters		$ 10,900	
Demolition Costs	$ 682	5,432	
Integration and severance costs	3,694	5,252	$ 15,907
Completed, potential and pursued transaction expenses	294	651	9,008
Other	4,000	1,000	2,791
Transaction and other costs	$ 8,670	$ 23,235	$ 27,706

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Interest Expense (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Interest Expense			
Interest expense before capitalized interest	$ 70,561	$ 78,313	$ 90,729
Amortization of deferred financing costs	3,315	3,217	4,661
Interest expense related to finance lease right-of-use assets	1,450	921	922
Net unrealized	184	50	(926)
Net realized			(135)
Capitalized interest	(13,189)	(29,806)	(20,804)
Interest expense	$ 62,321	$ 52,695	$ 74,447

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Shareholders' Equity and Earnings (Loss) Per Common Share - Common Shares Repurchased (Details) - USD ($) $ / shares in Units, $ in Thousands	1 Months Ended	2 Months Ended	12 Months Ended		
	Apr. 30, 2019	Feb. 23, 2021	Dec. 31, 2020	Dec. 31, 2019	Mar. 31, 2020
Sale of stock					
Authorized value of shares for repurchase					$ 500,000
Repurchase and retired common shares		270,862	3,800,000		
Repurchase and retired common shares, Value		$ 8,100	$ 104,800		
Average purchase price		$ 29.93	$ 27.72		
Shares issued	11,500,000				
Public offering per share	$ 42.00				
Proceeds from common stock	$ 472,800			$ 472,780	
Over-Allotment Option					
Sale of stock					
Shares issued	1,500,000				

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Shareholders' Equity and Earnings (Loss) Per Common Share - Basic and Diluted Earnings (Details) - USD ($) $ / shares in Units, shares in Thousands, $ in Thousands	3 Months Ended								12 Months Ended		
	Dec. 31, 2020	Sep. 30, 2020	Jun. 30, 2020	Mar. 31, 2020	Dec. 31, 2019	Sep. 30, 2019	Jun. 30, 2019	Mar. 31, 2019	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Shareholders' Equity and Earnings (Loss) Per Common Share											
Net income (loss)	$ (50,168)	$ (25,005)	$ (40,263)	$ 48,175	$ 38,692	$ 10,532	$ (3,328)	$ 28,248	$ (67,261)	$ 74,144	$ 46,613
Net (income) loss attributable to redeemable noncontrolling interests									4,958	(8,573)	(6,710)
Net loss attributable to noncontrolling interests											(21)
NET INCOME (LOSS) ATTRIBUTABLE TO COMMON SHAREHOLDERS	$ (45,655)	$ (22,793)	$ (36,780)	$ 42,925	$ 34,390	$ 9,360	$ (3,040)	$ 24,861	(62,303)	65,571	39,924
Distributions to participating securities									(3,100)	(2,489)	(2,599)
Net income (loss) available to common shareholders - basic and diluted									$ (65,403)	$ 63,082	$ 37,325
Weighted average number of common shares outstanding - basic and diluted									133,451	130,687	119,176
Earnings (loss) per common share - basic and diluted	$ (0.36)	$ (0.18)	$ (0.28)	$ 0.32	$ 0.25	$ 0.06	$ (0.03)	$ 0.20	$ (0.49)	$ 0.48	$ 0.31

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Shareholders' Equity and Earnings (Loss) Per Common Share - Antidilutive (Details) shares in Millions	12 Months Ended
	Dec. 31, 2020 shares
Performance-Based LTIP Units	
Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]	
Antidilutive securities excluded from computation of earnings per share (in shares)	4.7
Special Performance-Based LTIP Units	
Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]	
Antidilutive securities excluded from computation of earnings per share (in shares)	4.7
Formation Awards	
Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]	
Antidilutive securities excluded from computation of earnings per share (in shares)	3.9

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Fair Value Measurements - Narrative (Details) - USD ($) $ in Thousands	3 Months Ended		12 Months Ended	
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2020	Dec. 31, 2019
Fair Value				
Net unrealized loss on derivative designated as cash flow hedge			$ 43,900	$ 17,700
Loss expected to be reclassified into interest expense within the next 12 months			17,500	
Impairment loss	$ 10,200	$ 10,200	10,232	
One Democracy Plaza				
Fair Value				
Impairment loss			$ 3,300	

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Fair Value Measurements - Schedule of Fair Value, Assets and Liabilities Measured on Recurring Basis (Details) - Interest rate swaps and caps - Recurring - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Other Assets Net | Not Designated as Hedging Instrument		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis		
Classified as assets in Other assets, net	$ 35	
Other Assets Net | Not Designated as Hedging Instrument | Level 2		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis		
Classified as assets in Other assets, net	35	
Other Liabilities, Net | Designated as Hedging Instrument		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis		
Classified as liabilities in Other liabilities, net	44,222	$ 17,440
Other Liabilities, Net | Designated as Hedging Instrument | Level 2		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis		
Classified as liabilities in Other liabilities, net	$ 44,222	$ 17,440

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Fair Value Measurements - Financial Assets and Liabilities Not Measured at Fair Value (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Mortgages Payable | Fair Value		
Financial liabilities:		
Financial liabilities	$ 1,606,470	$ 1,162,890
Mortgages Payable | Carrying Amount		
Financial liabilities:		
Financial liabilities	1,603,869	1,127,848
Revolving Credit Facility | Fair Value		
Financial liabilities:		
Financial liabilities		200,177
Revolving Credit Facility | Carrying Amount		
Financial liabilities:		
Financial liabilities		200,000
Unsecured term loans | Fair Value		
Financial liabilities:		
Financial liabilities	399,678	300,607
Unsecured term loans | Carrying Amount		
Financial liabilities:		
Financial liabilities	$ 400,000	$ 300,000

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Segment Information - Narrative (Details) $ in Thousands	12 Months Ended Dec. 31, 2020 USD ($) segment	Dec. 31, 2019 USD ($)
Segment Reporting Information		
Number of reportable segments | segment	3	
Other assets, net	$ 286,575	$ 253,687
Third-Party Real Estate Services Segment		
Segment Reporting Information		
Other assets, net	$ 25,500	$ 31,500

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Segment Information - Summary of Third-party Asset Management and Real Estate Services (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Segment Reporting Information			
Third-party real estate services revenue, excluding reimbursements	$ 57,280	$ 65,452	$ 59,684
Reimbursements revenue	56,659	55,434	39,015
Third-party real estate services revenue, including reimbursements	113,939	120,886	98,699
Third-party real estate services expenses	114,829	113,495	89,826
Third-party real estate services revenue less expenses	(890)	7,391	8,873
Property management fees			
Segment Reporting Information			
Third-party real estate services revenue, excluding reimbursements	20,178	22,437	24,831
Asset management fees			
Segment Reporting Information			
Third-party real estate services revenue, excluding reimbursements	9,791	14,045	14,910
Development fees			
Segment Reporting Information			
Third-party real estate services revenue, excluding reimbursements	11,496	15,655	7,592
Development fees | Revenue, Remaining Performance Obligation, Expected Timing of Satisfaction, Start Date [Axis]: 2021-01-01			
Segment Reporting Information			
Revenue, Remaining Performance Obligation, Amount	$ 69,800		
Revenue, Remaining Performance Obligation, Expected Timing of Satisfaction, Period	7 years		
Leasing fees			
Segment Reporting Information			
Third-party real estate services revenue, excluding reimbursements	$ 5,594	7,377	6,658
Construction management fees			
Segment Reporting Information			
Third-party real estate services revenue, excluding reimbursements	2,966	1,669	2,892
Other service revenue			
Segment Reporting Information			
Third-party real estate services revenue, excluding reimbursements	$ 7,255	$ 4,269	$ 2,801

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Segment Information - Schedule of Reconciliation of Net Income (loss) Attributable to Common Shareholders to Consolidated NOI (Details) - USD ($) $ in Thousands	3 Months Ended								12 Months Ended		
	Dec. 31, 2020	Sep. 30, 2020	Jun. 30, 2020	Mar. 31, 2020	Dec. 31, 2019	Sep. 30, 2019	Jun. 30, 2019	Mar. 31, 2019	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Segment Information											
Net income (loss) attributable to common shareholders	$ (45,655)	$ (22,793)	$ (36,780)	$ 42,925	$ 34,390	$ 9,360	$ (3,040)	$ 24,861	$ (62,303)	$ 65,571	$ 39,924
Depreciation and amortization expense									221,756	191,580	211,436
Corporate and other									46,634	46,822	33,728
Third-party real estate services									114,829	113,495	89,826
Share-based compensation related to Formation Transaction and special equity awards									31,678	42,162	36,030
Transaction and other costs									8,670	23,235	27,706
Interest expense									62,321	52,695	74,447
Loss on extinguishment of debt									62	5,805	5,153
Impairment loss	$ 10,200				$ 10,200				10,232		
Reduction of gain on bargain purchase											7,606
Income tax benefit									(4,265)	(1,302)	(738)
Net income (loss) attributable to redeemable noncontrolling interests									(4,958)	8,573	6,710
Third-party real estate services, including reimbursements revenue									113,939	120,886	98,699
Other revenue									15,372	7,638	6,358
Income (loss) from unconsolidated real estate ventures, net									(20,336)	(1,395)	39,409
Interest and other income (loss), net									(625)	5,385	15,168
Gain on sale of real estate									59,477	104,991	52,183
Net loss attributable to noncontrolling interests											21
Consolidated NOI									$ 256,829	$ 311,131	$ 319,990

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Segment Information - Summary of NOI by Segment (Details) - USD ($) $ in Thousands	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Segment Reporting Information			
Property rental revenue	$ 458,958	$ 493,273	$ 513,447
Other property revenue	14,454	25,973	25,678
Total rental revenue	473,412	519,246	539,125
Property operating	145,625	137,622	148,081
Real estate taxes	70,958	70,493	71,054
Total property expense	216,583	208,115	219,135
Consolidated NOI	256,829	311,131	319,990
Operating Segments | Commercial Segment			
Segment Reporting Information			
Property rental revenue	345,403	383,311	404,826
Other property revenue	13,888	25,593	25,216
Total rental revenue	359,291	408,904	430,042
Property operating	105,489	113,177	118,288
Real estate taxes	47,607	50,115	53,324
Total property expense	153,096	163,292	171,612
Consolidated NOI	206,195	245,612	258,430
Operating Segments | Multifamily			
Segment Reporting Information			
Property rental revenue	121,559	116,330	108,989
Other property revenue	327	380	368
Total rental revenue	121,886	116,710	109,357
Property operating	47,508	35,236	31,502
Real estate taxes	19,233	15,021	14,280
Total property expense	66,741	50,257	45,782
Consolidated NOI	55,145	66,453	63,575
Other			
Segment Reporting Information			
Property rental revenue	(8,004)	(6,368)	(368)
Other property revenue	239		94
Total rental revenue	(7,765)	(6,368)	(274)
Property operating	(7,372)	(10,791)	(1,709)
Real estate taxes	4,118	5,357	3,450
Total property expense	(3,254)	(5,434)	1,741
Consolidated NOI	$ (4,511)	$ (934)	$ (2,015)

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Segment Information - Summary of Certain Balance Sheet Data by Segment (Details) - USD ($) $ in Thousands	Dec. 31, 2020	Dec. 31, 2019
Segment Reporting Information		
Real estate, at cost	$ 6,000,631	$ 5,775,519
Investments in unconsolidated real estate ventures	461,369	543,026
Total assets (1)	6,079,547	5,986,251
Operating Segments | Commercial Segment		
Segment Reporting Information		
Real estate, at cost	3,459,171	3,415,294
Investments in unconsolidated real estate ventures	327,798	396,199
Total assets (1)	3,430,509	3,361,122
Operating Segments | Multifamily		
Segment Reporting Information		
Real estate, at cost	2,036,131	1,998,297
Investments in unconsolidated real estate ventures	108,593	107,882
Total assets (1)	1,787,718	1,682,872
Other		
Segment Reporting Information		
Real estate, at cost	505,329	361,928
Investments in unconsolidated real estate ventures	24,978	38,945
Total assets (1)	$ 861,320	$ 942,257

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Commitments and Contingencies - Narrative (Details) - USD ($) $ in Thousands	12 Months Ended	
	Dec. 31, 2020	Dec. 31, 2019
Real Estate Properties [Line Items]		
General liability insurance limit	$ 150,000	
Property and rental value insurance coverage limit	1,500,000	
Terrorist acts insurance coverage limit	2,000,000	
Purchase obligation	18,900	
Environmental liabilities included in Other liabilities, net	18,242	$ 17,898
Tenant-related obligations	56,100	
Consolidated Properties		
Real Estate Properties [Line Items]		
Purchase obligation	9,600	
Tenant-related obligations	52,300	
Principal payment guarantees	8,300	
Unconsolidated Properties		
Real Estate Properties [Line Items]		
Purchase obligation	9,300	
Additional capital funding committed amount	56,100	
Tenant-related obligations	3,800	
Principal payment guarantees	$ 0	
Minimum		
Real Estate Properties [Line Items]		
Commitment amortization period	1 year	
Maximum		
Real Estate Properties [Line Items]		
Commitment amortization period	2 years	

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Commitments and Contingencies - Operating and Finance Leases (Details) - USD ($) $ in Thousands	12 Months Ended	
	Dec. 31, 2020	Dec. 31, 2019
Commitments and Contingencies		
Operating lease, weighted average discount rate	5.40%	
Finance lease, weighted average discount rate	4.20%	
Operating lease, weighted average remaining lease term	10 years 10 months 24 days	
Finance lease, weighted average remaining lease term	98 years	
Operating lease		
2021	$ 2,550	
2022	2,266	
2023	1,202	
2024	1,263	
2025	1,327	
Thereafter	6,259	
Total future minimum lease payments	14,867	
Imputed interest	(4,115)	
Total	10,752	$ 28,476
Finance lease		
2021	1,020	
2022	1,040	
2023	1,061	
2024	1,082	
2025	1,104	
Thereafter	298,822	
Finance Lease, Liability, Payment, Due, Total	304,129	
Imputed interest	(263,908)	
Total	40,221	
Fixed operating and finance lease costs	2,900	2,300
Variable operating lease costs	$ 1,600	$ 1,300

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Transactions with Related Parties (Details) - Affiliated Entity - USD ($) $ in Millions	12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Washington Housing Initiative			
Related Party Transaction [Line Items]			
Total capital commitments	$ 114.4		
Commitment	11.2		
Supervisory Services of Properties | BMS			
Related Party Transaction [Line Items]			
Related party transaction amount	16.9	$ 21.8	$ 20.9
Fees from Legacy JBG Funds and Washington Housing Initiative | Legacy JBG Funds and Washington Housing Initiative			
Related Party Transaction [Line Items]			
Revenue from related parties	22.4	36.5	33.8
Receivables	7.5	6.2	
Office Rent | Unconsolidated Real Estate Venture			
Related Party Transaction [Line Items]			
Related party transaction amount	$ 4.6	$ 5.0	$ 4.9

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Quarterly Financial Data (unaudited) (Details) - USD ($) $ / shares in Units, $ in Thousands	3 Months Ended								12 Months Ended		
	Dec. 31, 2020	Sep. 30, 2020	Jun. 30, 2020	Mar. 31, 2020	Dec. 31, 2019	Sep. 30, 2019	Jun. 30, 2019	Mar. 31, 2019	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Total revenue	$ 148,629	$ 151,035	$ 144,952	$ 158,107	$ 164,877	$ 167,077	$ 160,617	$ 155,199	$ 602,723	$ 647,770	$ 644,182
Net income (loss)	(50,168)	(25,005)	(40,263)	48,175	38,692	10,532	(3,328)	28,248	(67,261)	74,144	46,613
Net income (loss) attributable to common shareholders	$ (45,655)	$ (22,793)	$ (36,780)	$ 42,925	$ 34,390	$ 9,360	$ (3,040)	$ 24,861	$ (62,303)	$ 65,571	$ 39,924
Earnings (loss) per common share - basic and diluted	$ (0.36)	$ (0.18)	$ (0.28)	$ 0.32	$ 0.25	$ 0.06	$ (0.03)	$ 0.20	$ (0.49)	$ 0.48	$ 0.31
Gain on sale of real estate									$ 59,477	$ 104,991	$ 52,183
Impairment loss	$ 10,200				$ 10,200				10,232		
Credit losses against deferred (straight-line) rent receivables - COVID	15,000								19,600		
Income from lease guarantees	$ 8,200								$ 8,200		
Pacific Life Insurance Company | The Marriott Wardman Park hotel											
Impairment loss			$ 6,500								
Disposal Group, Disposed of by Sale | Metropolitan Park											
Gain on sale of real estate				$ 59,500							
Disposal Group, Disposed of by Sale | Commerce Executive/Commerce Metro Land											
Gain on sale of real estate								$ 39,000			
Disposal Group, Disposed of by Sale | 1600 K Street											
Gain on sale of real estate						$ 8,100					
Disposal Group, Disposed of by Sale | Vienna Retail and Central Place Tower											
Gain on sale of real estate					$ 57,900						

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Schedule II - VALUATION AND QUALIFYING ACCOUNTS (Details) - Allowance for Doubtful Accounts $ in Thousands	12 Months Ended Dec. 31, 2018 USD ($)
SEC Schedule, 12-09, Valuation and Qualifying Accounts Disclosure [Line Items]	
Beginning balance	$ 6,285
Additions, Charged Against Operations	3,298
Uncollectible Accounts Writtenoff	(1,989)
Ending balance	$ 7,594

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Schedule III - REAL ESTATE AND ACCUMULATED DEPRECIATION - Reconciliation (Details) - USD ($) $ in Thousands	12 Months Ended			
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018	Dec. 31, 2017
Schedule III				
Encumbrances	$ 2,003,869			
Initial Cost to Company, Land and Improvements	1,413,597			
Initial Cost to Company, Buildings and Improvements	2,498,457			
Cost Capitalized Subsequent to Acquisition	2,162,462			
Gross Amounts at Which Carried at Close of Period, Land and Improvements	1,453,442			
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	4,621,074			
Gross Amounts at Which Carried at Close of Period, Total	6,074,516	$ 5,943,970	$ 5,895,953	$ 6,025,797
Accumulated Depreciation and Amortization	$ 1,232,699	$ 1,119,612	$ 1,086,844	$ 1,011,330
Life of lease	40 years			
Income tax basis difference	$ 168,000			
RTC West Trophy Office				
Schedule III				
Initial Cost to Company, Land and Improvements	8,687			
Cost Capitalized Subsequent to Acquisition	2,494			
Gross Amounts at Which Carried at Close of Period, Land and Improvements	8,687			
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	2,494			
Gross Amounts at Which Carried at Close of Period, Total	$ 11,181			
Date Acquired	2017			
Operating Real Estate				
Schedule III				
Encumbrances	$ 2,003,869			
Initial Cost to Company, Land and Improvements	1,309,124			
Initial Cost to Company, Buildings and Improvements	2,498,402			
Cost Capitalized Subsequent to Acquisition	2,193,105			
Gross Amounts at Which Carried at Close of Period, Land and Improvements	1,391,472			
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	4,609,159			
Gross Amounts at Which Carried at Close of Period, Total	6,000,631			
Accumulated Depreciation and Amortization	1,232,690			
Operating Real Estate | Universal Buildings, Washington DC				

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Schedule III

Initial Cost to Company, Land and Improvements	69,393
Initial Cost to Company, Buildings and Improvements	143,320
Cost Capitalized Subsequent to Acquisition	23,146
Gross Amounts at Which Carried at Close of Period, Land and Improvements	68,612
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	167,247
Gross Amounts at Which Carried at Close of Period, Total	235,859
Accumulated Depreciation and Amortization	$ 60,878
Date of Construction	1956
Date Acquired	2007

Operating Real Estate | 2101 L Street

Schedule III

Encumbrances	$ 131,000
Initial Cost to Company, Land and Improvements	32,815
Initial Cost to Company, Buildings and Improvements	51,642
Cost Capitalized Subsequent to Acquisition	94,947
Gross Amounts at Which Carried at Close of Period, Land and Improvements	39,769
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	139,635
Gross Amounts at Which Carried at Close of Period, Total	179,404
Accumulated Depreciation and Amortization	$ 48,761
Date of Construction	1975
Date Acquired	2003

Operating Real Estate | 1730 M Street

Schedule III

Encumbrances	$ 47,500
Initial Cost to Company, Land and Improvements	10,095
Initial Cost to Company, Buildings and Improvements	17,541
Cost Capitalized Subsequent to Acquisition	19,631
Gross Amounts at Which Carried at Close of Period, Land and Improvements	10,687
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	36,580
Gross Amounts at Which Carried at Close of Period, Total	47,267
Accumulated Depreciation and Amortization	$ 15,658
Date of Construction	1964
Date Acquired	2002

Operating Real Estate | 1700 M Street

Schedule III

Initial Cost to Company, Land and Improvements	$ 34,178
Initial Cost to Company, Buildings and Improvements	46,938
Cost Capitalized Subsequent to Acquisition	(26,135)

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Gross Amounts at Which Carried at Close of Period, Land and Improvements	54,981
Gross Amounts at Which Carried at Close of Period, Total	$ 54,981
Date Acquired	2002, 2006
Operating Real Estate | Courthouse Plaza 1 and 2	
Schedule III	
Encumbrances	$ 1,100
Initial Cost to Company, Buildings and Improvements	105,475
Cost Capitalized Subsequent to Acquisition	58,381
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	163,856
Gross Amounts at Which Carried at Close of Period, Total	163,856
Accumulated Depreciation and Amortization	$ 72,455
Date of Construction	1989
Date Acquired	2002
Operating Real Estate | 2121 Crystal Drive	
Schedule III	
Encumbrances	$ 131,535
Initial Cost to Company, Land and Improvements	21,503
Initial Cost to Company, Buildings and Improvements	87,329
Cost Capitalized Subsequent to Acquisition	31,082
Gross Amounts at Which Carried at Close of Period, Land and Improvements	22,724
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	117,190
Gross Amounts at Which Carried at Close of Period, Total	139,914
Accumulated Depreciation and Amortization	$ 53,798
Date of Construction	1985
Date Acquired	2002
Operating Real Estate | 2345 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 23,126
Initial Cost to Company, Buildings and Improvements	93,918
Cost Capitalized Subsequent to Acquisition	57,702
Gross Amounts at Which Carried at Close of Period, Land and Improvements	24,078
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	150,668
Gross Amounts at Which Carried at Close of Period, Total	174,746
Accumulated Depreciation and Amortization	$ 61,360
Date of Construction	1988
Date Acquired	2002
Operating Real Estate | 2231 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 20,611

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Initial Cost to Company, Buildings and Improvements	83,705
Cost Capitalized Subsequent to Acquisition	23,774
Gross Amounts at Which Carried at Close of Period, Land and Improvements	21,658
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	106,432
Gross Amounts at Which Carried at Close of Period, Total	128,090
Accumulated Depreciation and Amortization	$ 50,663
Date of Construction	1987
Date Acquired	2002
Operating Real Estate | 1550 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 22,182
Initial Cost to Company, Buildings and Improvements	70,525
Cost Capitalized Subsequent to Acquisition	119,676
Gross Amounts at Which Carried at Close of Period, Land and Improvements	22,683
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	189,700
Gross Amounts at Which Carried at Close of Period, Total	212,383
Accumulated Depreciation and Amortization	$ 46,211
Date of Construction	1980, 2020
Date Acquired	2002
Operating Real Estate | RTC West	
Schedule III	
Encumbrances	$ 117,300
Initial Cost to Company, Land and Improvements	33,220
Initial Cost to Company, Buildings and Improvements	134,108
Cost Capitalized Subsequent to Acquisition	21,881
Gross Amounts at Which Carried at Close of Period, Land and Improvements	33,390
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	155,819
Gross Amounts at Which Carried at Close of Period, Total	189,209
Accumulated Depreciation and Amortization	$ 22,995
Date of Construction	1988, 2017
Date Acquired	2017
Operating Real Estate | 2011 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 18,940
Initial Cost to Company, Buildings and Improvements	76,921
Cost Capitalized Subsequent to Acquisition	45,933
Gross Amounts at Which Carried at Close of Period, Land and Improvements	19,595

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Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	122,199
Gross Amounts at Which Carried at Close of Period, Total	141,794
Accumulated Depreciation and Amortization	$ 56,536
Date of Construction	1984
Date Acquired	2002
Operating Real Estate | 2451 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 11,669
Initial Cost to Company, Buildings and Improvements	68,047
Cost Capitalized Subsequent to Acquisition	42,182
Gross Amounts at Which Carried at Close of Period, Land and Improvements	12,427
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	109,471
Gross Amounts at Which Carried at Close of Period, Total	121,898
Accumulated Depreciation and Amortization	$ 46,209
Date of Construction	1990
Date Acquired	2002
Operating Real Estate | 1235 S. Clark Street	
Schedule III	
Encumbrances	$ 78,000
Initial Cost to Company, Land and Improvements	15,826
Initial Cost to Company, Buildings and Improvements	56,090
Cost Capitalized Subsequent to Acquisition	32,773
Gross Amounts at Which Carried at Close of Period, Land and Improvements	16,593
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	88,096
Gross Amounts at Which Carried at Close of Period, Total	104,689
Accumulated Depreciation and Amortization	$ 40,881
Date of Construction	1981
Date Acquired	2002
Operating Real Estate | 241 18th Street S.	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 13,867
Initial Cost to Company, Buildings and Improvements	54,169
Cost Capitalized Subsequent to Acquisition	44,708
Gross Amounts at Which Carried at Close of Period, Land and Improvements	17,162
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	95,582
Gross Amounts at Which Carried at Close of Period, Total	112,744
Accumulated Depreciation and Amortization	$ 41,724
Date of Construction	1977

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Date Acquired	2002
Operating Real Estate | 251 18th Street S.	
Schedule III	
Encumbrances	$ 34,152
Initial Cost to Company, Land and Improvements	12,305
Initial Cost to Company, Buildings and Improvements	49,360
Cost Capitalized Subsequent to Acquisition	59,837
Gross Amounts at Which Carried at Close of Period, Land and Improvements	15,990
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	105,512
Gross Amounts at Which Carried at Close of Period, Total	121,502
Accumulated Depreciation and Amortization	$ 50,350
Date of Construction	1975
Date Acquired	2002
Operating Real Estate | 1215 S. Clark Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 13,636
Initial Cost to Company, Buildings and Improvements	48,380
Cost Capitalized Subsequent to Acquisition	55,332
Gross Amounts at Which Carried at Close of Period, Land and Improvements	14,279
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	103,069
Gross Amounts at Which Carried at Close of Period, Total	117,348
Accumulated Depreciation and Amortization	$ 41,309
Date of Construction	1983
Date Acquired	2002
Operating Real Estate | 201 12th Street S.	
Schedule III	
Encumbrances	$ 32,728
Initial Cost to Company, Land and Improvements	8,432
Initial Cost to Company, Buildings and Improvements	52,750
Cost Capitalized Subsequent to Acquisition	25,853
Gross Amounts at Which Carried at Close of Period, Land and Improvements	9,052
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	77,983
Gross Amounts at Which Carried at Close of Period, Total	87,035
Accumulated Depreciation and Amortization	$ 37,083
Date of Construction	1987
Date Acquired	2002
Operating Real Estate | 800 North Glebe Road	
Schedule III	
Encumbrances	$ 107,500

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Initial Cost to Company, Land and Improvements	28,168
Initial Cost to Company, Buildings and Improvements	140,983
Cost Capitalized Subsequent to Acquisition	2,313
Gross Amounts at Which Carried at Close of Period, Land and Improvements	28,169
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	143,295
Gross Amounts at Which Carried at Close of Period, Total	171,464
Accumulated Depreciation and Amortization	$ 20,836
Date of Construction	2012
Date Acquired	2017
Operating Real Estate | 2200 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 10,136
Initial Cost to Company, Buildings and Improvements	30,050
Cost Capitalized Subsequent to Acquisition	36,316
Gross Amounts at Which Carried at Close of Period, Land and Improvements	10,707
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	65,795
Gross Amounts at Which Carried at Close of Period, Total	76,502
Accumulated Depreciation and Amortization	$ 23,826
Date of Construction	1968
Date Acquired	2002
Operating Real Estate | 1225 S. Clark Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 11,176
Initial Cost to Company, Buildings and Improvements	43,495
Cost Capitalized Subsequent to Acquisition	35,288
Gross Amounts at Which Carried at Close of Period, Land and Improvements	11,710
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	78,249
Gross Amounts at Which Carried at Close of Period, Total	89,959
Accumulated Depreciation and Amortization	$ 30,304
Date of Construction	1982
Date Acquired	2002
Operating Real Estate | 1901 South Bell Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 11,669
Initial Cost to Company, Buildings and Improvements	36,918
Cost Capitalized Subsequent to Acquisition	20,607
Gross Amounts at Which Carried at Close of Period, Land and Improvements	12,225

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Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	56,969
Gross Amounts at Which Carried at Close of Period, Total	69,194
Accumulated Depreciation and Amortization	$ 28,182
Date of Construction	1968
Date Acquired	2002
Operating Real Estate | Crystal City Marriott	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 8,000
Initial Cost to Company, Buildings and Improvements	47,191
Cost Capitalized Subsequent to Acquisition	23,103
Gross Amounts at Which Carried at Close of Period, Land and Improvements	8,050
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	70,244
Gross Amounts at Which Carried at Close of Period, Total	78,294
Accumulated Depreciation and Amortization	$ 27,660
Date of Construction	1968
Date Acquired	2004
Operating Real Estate | 2100 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 7,957
Initial Cost to Company, Buildings and Improvements	23,590
Cost Capitalized Subsequent to Acquisition	7,660
Gross Amounts at Which Carried at Close of Period, Land and Improvements	8,453
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	30,754
Gross Amounts at Which Carried at Close of Period, Total	39,207
Accumulated Depreciation and Amortization	$ 399
Date of Construction	1968
Date Acquired	2002
Operating Real Estate | 1800 South Bell Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 9,072
Initial Cost to Company, Buildings and Improvements	28,702
Cost Capitalized Subsequent to Acquisition	9,834
Gross Amounts at Which Carried at Close of Period, Land and Improvements	9,285
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	38,323
Gross Amounts at Which Carried at Close of Period, Total	47,608
Accumulated Depreciation and Amortization	$ 10,670
Date of Construction	1969
Date Acquired	2002

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Operating Real Estate | 200 12th Street S.	
Schedule III	
Encumbrances	$ 16,439
Initial Cost to Company, Land and Improvements	8,016
Initial Cost to Company, Buildings and Improvements	30,552
Cost Capitalized Subsequent to Acquisition	20,714
Gross Amounts at Which Carried at Close of Period, Land and Improvements	8,399
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	50,883
Gross Amounts at Which Carried at Close of Period, Total	59,282
Accumulated Depreciation and Amortization	$ 25,446
Date of Construction	1985
Date Acquired	2002
Operating Real Estate | Crystal City Shops at 2100	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 4,059
Initial Cost to Company, Buildings and Improvements	9,309
Cost Capitalized Subsequent to Acquisition	3,573
Gross Amounts at Which Carried at Close of Period, Land and Improvements	4,049
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	12,892
Gross Amounts at Which Carried at Close of Period, Total	16,941
Accumulated Depreciation and Amortization	$ 5,999
Date of Construction	1968
Date Acquired	2002
Operating Real Estate | Crystal Drive Retail	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 5,241
Initial Cost to Company, Buildings and Improvements	20,465
Cost Capitalized Subsequent to Acquisition	3,205
Gross Amounts at Which Carried at Close of Period, Land and Improvements	5,363
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	23,548
Gross Amounts at Which Carried at Close of Period, Total	28,911
Accumulated Depreciation and Amortization	$ 11,921
Date of Construction	2003
Date Acquired	2004
Operating Real Estate | 7200 Wisconsin Avenue	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 34,683
Initial Cost to Company, Buildings and Improvements	92,059
Cost Capitalized Subsequent to Acquisition	14,819

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Gross Amounts at Which Carried at Close of Period, Land and Improvements	34,911
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	106,650
Gross Amounts at Which Carried at Close of Period, Total	141,561
Accumulated Depreciation and Amortization	$ 12,715
Date of Construction	1986
Date Acquired	2017
Operating Real Estate | One Democracy Plaza	
Schedule III	
Initial Cost to Company, Buildings and Improvements	$ 33,628
Cost Capitalized Subsequent to Acquisition	(27,374)
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	6,254
Gross Amounts at Which Carried at Close of Period, Total	$ 6,254
Date of Construction	1987
Date Acquired	2002
Operating Real Estate | 4747 Bethesda Avenue Retail	
Schedule III	
Encumbrances	$ 175,000
Initial Cost to Company, Land and Improvements	31,510
Initial Cost to Company, Buildings and Improvements	21,870
Cost Capitalized Subsequent to Acquisition	130,534
Gross Amounts at Which Carried at Close of Period, Land and Improvements	32,513
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	151,401
Gross Amounts at Which Carried at Close of Period, Total	183,914
Accumulated Depreciation and Amortization	$ 7,265
Date of Construction	2016, 2019
Date Acquired	2017
Operating Real Estate | 1770 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 10,771
Initial Cost to Company, Buildings and Improvements	44,276
Cost Capitalized Subsequent to Acquisition	70,807
Gross Amounts at Which Carried at Close of Period, Land and Improvements	11,387
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	114,467
Gross Amounts at Which Carried at Close of Period, Total	125,854
Accumulated Depreciation and Amortization	$ 490
Date of Construction	1980, 2020
Date Acquired	2002
Operating Real Estate | Fort Totten Square	

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Schedule III

Initial Cost to Company, Land and Improvements	$ 24,390
Initial Cost to Company, Buildings and Improvements	90,404
Cost Capitalized Subsequent to Acquisition	1,078
Gross Amounts at Which Carried at Close of Period, Land and Improvements	24,395
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	91,477
Gross Amounts at Which Carried at Close of Period, Total	115,872
Accumulated Depreciation and Amortization	$ 13,060
Date of Construction	2015
Date Acquired	2017

Operating Real Estate | West End25

Schedule III

Initial Cost to Company, Land and Improvements	$ 67,049
Initial Cost to Company, Buildings and Improvements	5,039
Cost Capitalized Subsequent to Acquisition	112,082
Gross Amounts at Which Carried at Close of Period, Land and Improvements	68,282
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	115,888
Gross Amounts at Which Carried at Close of Period, Total	184,170
Accumulated Depreciation and Amortization	$ 33,772
Date of Construction	2009
Date Acquired	2007

Operating Real Estate | F1RST Residences

Schedule III

Initial Cost to Company, Land and Improvements	$ 31,064
Initial Cost to Company, Buildings and Improvements	133,256
Cost Capitalized Subsequent to Acquisition	209
Gross Amounts at Which Carried at Close of Period, Land and Improvements	31,064
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	133,465
Gross Amounts at Which Carried at Close of Period, Total	164,529
Accumulated Depreciation and Amortization	$ 5,481
Date of Construction	2017
Date Acquired	2019

Operating Real Estate | 1221 Van Street

Schedule III

Encumbrances	$ 87,253
Initial Cost to Company, Land and Improvements	27,386
Initial Cost to Company, Buildings and Improvements	63,775
Cost Capitalized Subsequent to Acquisition	27,193

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Gross Amounts at Which Carried at Close of Period, Land and Improvements	28,208
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	90,146
Gross Amounts at Which Carried at Close of Period, Total	118,354
Accumulated Depreciation and Amortization	$ 12,300
Date of Construction	2018
Date Acquired	2017
Operating Real Estate | North End Retail	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 5,847
Initial Cost to Company, Buildings and Improvements	9,333
Cost Capitalized Subsequent to Acquisition	(314)
Gross Amounts at Which Carried at Close of Period, Land and Improvements	5,871
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	8,995
Gross Amounts at Which Carried at Close of Period, Total	14,866
Accumulated Depreciation and Amortization	$ 1,036
Date of Construction	2015
Date Acquired	2017
Operating Real Estate | River House Apartments	
Schedule III	
Encumbrances	$ 307,710
Initial Cost to Company, Land and Improvements	118,421
Initial Cost to Company, Buildings and Improvements	125,078
Cost Capitalized Subsequent to Acquisition	93,451
Gross Amounts at Which Carried at Close of Period, Land and Improvements	138,972
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	197,978
Gross Amounts at Which Carried at Close of Period, Total	336,950
Accumulated Depreciation and Amortization	$ 77,914
Date of Construction	1960
Date Acquired	2007
Operating Real Estate | The Bartlett	
Schedule III	
Encumbrances	$ 217,453
Initial Cost to Company, Land and Improvements	41,687
Cost Capitalized Subsequent to Acquisition	225,964
Gross Amounts at Which Carried at Close of Period, Land and Improvements	41,883
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	225,768
Gross Amounts at Which Carried at Close of Period, Total	267,651

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Accumulated Depreciation and Amortization	$ 27,452
Date of Construction	2016
Date Acquired	2007
Operating Real Estate | 220 20th Street	
Schedule III	
Encumbrances	$ 80,240
Initial Cost to Company, Land and Improvements	8,434
Initial Cost to Company, Buildings and Improvements	19,340
Cost Capitalized Subsequent to Acquisition	102,263
Gross Amounts at Which Carried at Close of Period, Land and Improvements	8,870
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	121,167
Gross Amounts at Which Carried at Close of Period, Total	130,037
Accumulated Depreciation and Amortization	$ 38,317
Date of Construction	2009
Date Acquired	2017
Operating Real Estate | 2221 S Clark Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 6,185
Initial Cost to Company, Buildings and Improvements	16,981
Cost Capitalized Subsequent to Acquisition	41,737
Gross Amounts at Which Carried at Close of Period, Land and Improvements	6,496
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	58,407
Gross Amounts at Which Carried at Close of Period, Total	64,903
Accumulated Depreciation and Amortization	$ 11,332
Date of Construction	1964
Date Acquired	2002
Operating Real Estate | Falkland Chase-South & West	
Schedule III	
Encumbrances	$ 38,959
Initial Cost to Company, Land and Improvements	18,530
Initial Cost to Company, Buildings and Improvements	44,232
Cost Capitalized Subsequent to Acquisition	1,362
Gross Amounts at Which Carried at Close of Period, Land and Improvements	18,656
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	45,468
Gross Amounts at Which Carried at Close of Period, Total	64,124
Accumulated Depreciation and Amortization	$ 7,143
Date of Construction	1938
Date Acquired	2017
Operating Real Estate | Falkland Chase-North	

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Schedule III

Initial Cost to Company, Land and Improvements	$ 9,810
Initial Cost to Company, Buildings and Improvements	22,706
Cost Capitalized Subsequent to Acquisition	(1,706)
Gross Amounts at Which Carried at Close of Period, Land and Improvements	8,998
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	21,812
Gross Amounts at Which Carried at Close of Period, Total	30,810
Accumulated Depreciation and Amortization	$ 3,435
Date of Construction	1938
Date Acquired	2017

Operating Real Estate | West Half

Schedule III

Initial Cost to Company, Land and Improvements	$ 45,668
Initial Cost to Company, Buildings and Improvements	17,902
Cost Capitalized Subsequent to Acquisition	161,342
Gross Amounts at Which Carried at Close of Period, Land and Improvements	48,507
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	176,405
Gross Amounts at Which Carried at Close of Period, Total	224,912
Accumulated Depreciation and Amortization	$ 11,535
Date of Construction	2019
Date Acquired	2017

Operating Real Estate | The Wren

Schedule III

Initial Cost to Company, Land and Improvements	$ 14,306
Cost Capitalized Subsequent to Acquisition	140,119
Gross Amounts at Which Carried at Close of Period, Land and Improvements	17,737
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	136,688
Gross Amounts at Which Carried at Close of Period, Total	154,425
Accumulated Depreciation and Amortization	$ 3,631
Date of Construction	2020
Date Acquired	2017

Operating Real Estate | 900 W Street

Schedule III

Initial Cost to Company, Land and Improvements	$ 21,685
Initial Cost to Company, Buildings and Improvements	5,162
Cost Capitalized Subsequent to Acquisition	33,182
Gross Amounts at Which Carried at Close of Period, Land and Improvements	22,121

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Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	37,908
Gross Amounts at Which Carried at Close of Period, Total	60,029
Accumulated Depreciation and Amortization	$ 760
Date of Construction	2020
Date Acquired	2017
Operating Real Estate | 901 W Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 25,992
Initial Cost to Company, Buildings and Improvements	8,790
Cost Capitalized Subsequent to Acquisition	69,668
Gross Amounts at Which Carried at Close of Period, Land and Improvements	26,879
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	77,571
Gross Amounts at Which Carried at Close of Period, Total	104,450
Accumulated Depreciation and Amortization	$ 2,371
Date of Construction	2020
Date Acquired	2017
Operating Real Estate | 1900 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 16,811
Initial Cost to Company, Buildings and Improvements	53,187
Cost Capitalized Subsequent to Acquisition	2,810
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	72,808
Gross Amounts at Which Carried at Close of Period, Total	$ 72,808
Date Acquired	2002
Operating Real Estate | 5 M Street Southwest	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 15,550
Initial Cost to Company, Buildings and Improvements	6,451
Cost Capitalized Subsequent to Acquisition	520
Gross Amounts at Which Carried at Close of Period, Land and Improvements	12,672
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	9,849
Gross Amounts at Which Carried at Close of Period, Total	22,521
Accumulated Depreciation and Amortization	$ 547
Date Acquired	2005
Operating Real Estate | 2000 South Bell Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 3,882
Cost Capitalized Subsequent to Acquisition	4,950

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Gross Amounts at Which Carried at Close of Period, Land and Improvements	3,955
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	4,877
Gross Amounts at Which Carried at Close of Period, Total	$ 8,832
Date Acquired	2002
Operating Real Estate | 2001 South Bell Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 3,418
Initial Cost to Company, Buildings and Improvements	16,746
Cost Capitalized Subsequent to Acquisition	13,417
Gross Amounts at Which Carried at Close of Period, Land and Improvements	3,482
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	30,099
Gross Amounts at Which Carried at Close of Period, Total	33,581
Accumulated Depreciation and Amortization	$ 26,249
Date of Construction	1967
Date Acquired	2002
Operating Real Estate | 223 23rd Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 3,910
Initial Cost to Company, Buildings and Improvements	6,546
Cost Capitalized Subsequent to Acquisition	2,700
Gross Amounts at Which Carried at Close of Period, Land and Improvements	3,910
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	9,246
Gross Amounts at Which Carried at Close of Period, Total	$ 13,156
Date of Construction	1969
Date Acquired	2002
Operating Real Estate | 2250 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 3,974
Initial Cost to Company, Buildings and Improvements	8,644
Cost Capitalized Subsequent to Acquisition	4,157
Gross Amounts at Which Carried at Close of Period, Land and Improvements	3,974
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	12,801
Gross Amounts at Which Carried at Close of Period, Total	$ 16,775
Date of Construction	1969
Date Acquired	2002
Operating Real Estate | Gallaudet Parcel 1-3	
Schedule III	

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Cost Capitalized Subsequent to Acquisition	$ 3,824
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	3,824
Gross Amounts at Which Carried at Close of Period, Total	$ 3,824
Date Acquired	2017
Operating Real Estate | 2525 Crystal Drive	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 5,086
Cost Capitalized Subsequent to Acquisition	4,900
Gross Amounts at Which Carried at Close of Period, Land and Improvements	5,085
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	4,901
Gross Amounts at Which Carried at Close of Period, Total	$ 9,986
Date Acquired	2002
Operating Real Estate | 101 12th Street	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 6,335
Cost Capitalized Subsequent to Acquisition	3,662
Gross Amounts at Which Carried at Close of Period, Land and Improvements	6,335
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	3,662
Gross Amounts at Which Carried at Close of Period, Total	$ 9,997
Date Acquired	2002
Operating Real Estate | Future Development Pipeline	
Schedule III	
Initial Cost to Company, Land and Improvements	$ 232,761
Initial Cost to Company, Buildings and Improvements	1,524
Cost Capitalized Subsequent to Acquisition	50,917
Gross Amounts at Which Carried at Close of Period, Land and Improvements	257,532
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	27,670
Gross Amounts at Which Carried at Close of Period, Total	285,202
Accumulated Depreciation and Amortization	111
Operating Real Estate | Corporate	
Schedule III	
Encumbrances	400,000
Cost Capitalized Subsequent to Acquisition	9,022
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	9,022
Gross Amounts at Which Carried at Close of Period, Total	9,022
Accumulated Depreciation and Amortization	$ 3,660
Date Acquired	2017

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Schedule III

Initial Cost to Company, Land and Improvements	$ 104,473
Initial Cost to Company, Buildings and Improvements	55
Cost Capitalized Subsequent to Acquisition	(30,643)
Gross Amounts at Which Carried at Close of Period, Land and Improvements	61,970
Gross Amounts at Which Carried at Close of Period, Buildings and Improvements	11,915
Gross Amounts at Which Carried at Close of Period, Total	73,885
Accumulated Depreciation and Amortization	$ 9
Date Acquired	2007

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Schedule III - REAL ESTATE AND ACCUMULATED DEPRECIATION (Details) - USD ($) $ in Thousands	3 Months Ended		12 Months Ended		
	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2020	Dec. 31, 2019	Dec. 31, 2018
Real Estate:					
Balance at beginning of the year			$ 5,943,970	$ 5,895,953	$ 6,025,797
Acquisitions			65,270	164,320	38,369
Additions			252,306	469,450	358,976
Assets sold or writtenoff			(152,000)	(585,753)	(527,189)
Real estate impaired			(35,030)		
Balance at end of the year	$ 6,074,516	$ 5,943,970	6,074,516	5,943,970	5,895,953
Accumulated Depreciation:					
Balance at beginning of the year			1,119,612	1,086,844	1,011,330
Depreciation expense			194,190	161,937	151,346
Accumulated depreciation on assets sold or writtenoff			(53,878)	(129,169)	(75,832)
Accumulated depreciation on real estate impaired			(27,225)		
Balance at end of the year	1,232,699	1,119,612	1,232,699	1,119,612	$ 1,086,844
Impairment loss	$ 10,200	$ 10,200	10,232		
Impairment of real estate			7,800		
Impairment of right-of-use asset from operating lease			$ 2,400	$ 10,200	

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