

Upon execution of this agreement (this “Agreement”),
please remit entire agreement via email to:

Attention: Garrett Fownes
Email Address: garrett.fownes@am.jll.com

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made as of the ____ day of June, 2020, by _____ (“Recipient”) for the benefit of CESC 1730 M Street L.L.C. (together with its affiliated entities, the “Company”).

WHEREAS, Recipient has requested that the Company provide Recipient with certain documentation, including but not limited to relevant business operation documentation and financial information (collectively, the “Information”), in connection with Recipient’s analysis (the “Analysis”) of the potential acquisition of certain real property (collectively, the “Property”) owned by the Company (the “Transaction”); and

WHEREAS, the Company is willing to provide the Information to Recipient on the condition that all such Information shall be, and is hereby deemed to be, confidential, proprietary information of the Company subject to the provisions of this Agreement. As a condition to the disclosure of the Information to Recipient, Recipient hereby agrees as follows:

1. Recipient shall keep the Information strictly confidential and shall not disclose any portion of the Information to anyone. In addition, Recipient shall use the Information solely for purposes of the Analysis. Without limiting the foregoing, Recipient agrees that it shall not, without the prior written consent of the Company, (i) use any portion of the Information for any purpose other than the Analysis, (ii) disclose any portion of the Information to any persons or entities other than the officers, employees and consultants of Recipient who reasonably need to have access to the Information for purposes of the Analysis and who are bound by the terms of this Agreement, or (iii) use the information in any manner detrimental to the Company. Recipient further agrees that the disclosure of the Information in violation of this Agreement is strictly prohibited unless the Company specifically approves of such disclosure in writing.

2. Recipient agrees to safeguard the Information and to prevent disclosure or other dissemination thereof to any third party, or to any employee, officer, consultant or agent of Recipient other than the officers, employees and consultants of Recipient who reasonably need to have access to the Information for purposes of the Analysis. Recipient agrees that where Recipient discloses the Information to any such officer, employee or consultant, Recipient shall do so in each case only to the minimum extent necessary for the effective performance by the person to whom such disclosure is so made of such person's duties in connection with the Analysis, and shall inform each such person of the confidential nature of the Information and obtain express assurances of their compliance with the provisions of this Agreement. Recipient agrees to take all measures, including, but not limited to, court proceedings at Recipient's own expense, necessary to compel compliance by Recipient's employees, officers, consultants and agents with the provisions of this Agreement, and Recipient agrees to be responsible for any breach of the provisions hereof by any such party.

3. In the event that the Transaction is not consummated, or at any time upon the request of the Company for any reason, Recipient agrees to return to the Company or destroy, at the Company's election, all copies of the Information in the possession of Recipient, accompanied by a written confirmation that all copies of the Information have been returned or destroyed. Notwithstanding the return or destruction of the Information, Recipient agrees that it shall continue to be bound by the obligations of confidentiality and other obligations and agreements hereunder.

4. In the event Recipient becomes legally compelled to disclose any of the Information, Recipient agrees to provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy. In such event, Recipient will consult and cooperate with the Company to resist or narrow the scope of such disclosure or to obtain orders or agreements protecting the confidentiality of the Information. Recipient will furnish only that portion of the Information which it is advised by opinion of counsel as legally required, and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

5. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of the Information and that the Company shall be entitled, without waiving any other rights or remedies, to exercise any right, power or remedy available to the Company at law or in equity. Such remedies may include, without limitation, the right to sue for specific performance, injunctive relief and/or damages.

6. Recipient understands that the Company makes no representation, warranty or assurance under this Agreement, express or implied, as to the accuracy or completeness of the Information furnished or to be furnished, or its sufficiency for any purpose. Recipient agrees that neither the Company nor any of its employees, officers, members, agents or representatives shall have any liability to Recipient or any of its employees, officers, consultants, agents or representatives relating to or resulting from the use of the Information or any errors therein or omissions therefrom.

7. Unless and until a definitive agreement between Company and Recipient regarding the Transaction has been executed and delivered, neither Company or Recipient shall be under any obligation, legal, financial or otherwise, of any kind with respect to any such Transaction. Company reserves the right, at its sole and absolute discretion, to withdraw any real property owned by the Company from being marketed for sale at any time and for any reason. In addition, in no event shall Recipient be considered an employee, agent, broker or representative of Company for any purpose whatsoever, nor shall Company, in any event, owe Recipient any fee or compensation with respect to the lease or sale of any real property, or any direct or indirect ownership interest therein, owned by the Company. Recipient has not been granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the Company.

8. The Recipient acknowledges, and will advise its Representatives, that the Information may contain material non-public information within the meaning of the U.S. federal securities laws. As such, the Recipient is aware, and will advise its Representatives, that the

United States securities laws prohibit any person who has received material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of JBG SMITH Properties on the basis of such information, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. The Recipient shall not engage, and shall instruct its Representatives not to engage, in any transaction that would constitute a violation of the U.S. federal securities laws.

9. Recipient agrees that this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement, or has caused this Agreement to be duly executed on its behalf, as of the day and year first hereinabove set forth.

By: _____
Name: _____
Title: _____