INSTRUCTIONAL BLUE TEXT:

Per Leasing Alert LA-24-05 and as prescribed in 570.703(c), use the representation clause 552.270-33, Foreign Ownership and Financing Representation for High-Security Leased Space, in solicitations, extensions, renewals and novations for leased space that has a facility security level (FSL) of III, IV, or V.

Include the completed representation in the awarded lease contract or lease amendment.

If a foreign ownership/financing disclosure is made, the LCO shall do the following prior to award of the lease, executing the extension, exercising the renewal option, or completion of the novation:

1. notify the Federal tenant for the leased space in writing; and coordinate with the Federal tenant regarding security concerns and any necessary mitigation measures, **AND**

2. forward this notification to their zonal manager from the Office of Leasing's Center for Lease Project Management.

***Offerors' Initial Representation**: Complete the representation below, sign and return to the Lease Contracting Officer (LCO) or his/her designee. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

***Lessors' Representation**: Complete the annual representation below, sign and return to the Administrative Lease Contracting Officer (ALCO) or his/her designee via GSA's Leasing Portal at leasing.gsa.gov, or subsequent portal.*

***Novation Transferees' Representation**: Complete the representation below, sign and return to the ALCO or his/her designee along with other required novation documentation.*

552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION
FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

a) *Definitions*. As used in this clause–

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:
i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
ii) Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:
i) A United States citizen; or
ii) An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

b) *Timing*. The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and

completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

c) *Immediate owner*.

(1) The Offeror or Lessor represents that it ☐does or ☐does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal Name: _____
(do not use a “doing business as” name)

Unique entity identifier: _____
(if available)

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?: ☐ Yes or ☐No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?: ☐ Yes or ☐No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: _____

Country: _____

d) *Highest-level owner*.

(1) The Offeror or Lessor represents that the immediate owner, if any, ☐is or ☐is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal Name: _____
(do not use a “doing business as” name)

Unique entity identifier: _____
(if available)

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?: ☐ Yes or ☐No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?: ☐ Yes or ☐No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: _____

Country: _____

e) *Financing entity*.

(1) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal Name: _____
(do not use a “doing business as” name)

Unique entity identifier: _____
(if available)

Physical Address: _____

Country: _____

(End of clause)

Offeror/Lessor:

Sign and date: _____

Name and title: _____