From:	Stockstill, Brandilyne (Brandi)
То:	VA LCOs and Staff
Cc:	Thomas, John D. (CFM); Mangus, James G.; Simmons, Amanda J. (CFM); Williams, Margaret (Patrice) (CFM);
	Dimmick, Amy F. (CFM); Wells, William N.; Chapman, Mitch L. (CFM)
Subject:	OCFM ORP VA-Wide Real Property Policy Alert 2025-04: VA Specific Lease Extension Templates
Date:	Tuesday, January 7, 2025 5:27:43 PM
Attachments:	Attachment 1 VA Extension Lease Amendment Template (Blue Text) (Jun. 2023).docx
	<u>Attachment 2 VA Extension PNM Template (Nov. 2021).docx</u>
	Attachment 3 VA Extension Absence of Competition Memo Template (Nov. 2021) (003).docx
	Attachment 4 VA GSAR Representation 552.270-33 with revised blue text (Nov. 24).docx

Good afternoon,

Office of Construction and Facilities Management's Office of Real Property's VA-Wide Real Property Policy Alert 2025-04: VA Specific Lease Extension Templates

This policy alert is being issued to notify VA leasing professionals of revised VA Lease Extensions Templates for use in all VA awarded leases. These templates were developed to ensure alignment of the VA specific templates with <u>GSA Leasing Alert LA-21-16</u>.

Summary:

This VA-Wide Leasing Policy Alert issues document templates which have been developed to expedite and standardize the lease extension process for VA leasing professionals. The following templates have been provided:

- VA Extension Lease Amendment Template (Replaces version provided under OCFM ORP VA-Wide Real Property Policy Alert 2024-10)
- VA Extension PNM Template
- VA Extension Absence of Competition Memo Template
- VA GSAR Representation 552.270-33 (Foreign Ownership and Financing Representation for High Security Leased Space)

These updated templates are available at: <u>OCFM ORP Policy & Programs Service -</u> Lease Extension Templates.

This VA policy alert is effective immediately and remains in effect until rescinded. Use of the abovementioned templates is mandatory for all VA awarded leases.

Should you have any questions or concerns, please submit them to CFM ORP Policy and Programs, <u>VACO003C7APolicyandProgramsTeam@va.gov</u>.

Brandi Stockstill Director, Policy & Programs Office of Real Property, CFM (202) 329-6538

<u>VA Real Property Policy Program - Office of Construction & Facilities Management</u> <u>VA Real Property Agreements - Home (sharepoint.com)</u> <u>Office of Construction and Facilities Management, Office of Real Property, Policy & Programs Service</u> (003C7A) - Home (sharepoint.com)

US DEPARTMENT OF VETERANS AFFAIRS	LEASE AMENDMENT No. <p0 number=""></p0>	
LEASE AMENDMENT	TO LEASE NO. <lease number=""></lease>	
ADDRESS OF PREMISES		
<building name=""> <building address=""></building></building>		
<city>, <state> <zip code=""></zip></state></city>		

THIS AMENDMENT is made and entered into between

<Lessor Name>

whose address is: <Lessor Address> <Lessor City>, <Lessor State> <Lessor Zip Code>

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective <<u>Extension Effective Date</u>> as follows:

A. Paragraph C, "Lease Term" of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon <Lease Commencement Date> through <New Expiration Date>, subject to termination and renewal rights as may be hereinafter set forth."

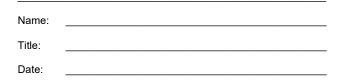
This Lease Amendment contains {x} pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name:	Name: <lease contracting="" officer=""></lease>
Title:	Title: Lease Contracting Officer
Entity:	US Department of Veterans Affairs
Date:	Date:
WITNESSED FOR THE LESSOR BY:	



B. Sub-Paragraph "A" of Paragraph 1.03 "Rent and Other Consideration" is hereby deleted in its entirety and the following is inserted in lieu thereof:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	EFFECTIVE <extension Effective Date></extension
	ANNUAL RENT
SHELL RENT	\$ <new rent="" shell=""></new>
OPERATING COSTS*	\$ <new costs="" operating=""></new>
Parking	\$ <new parking<br="" total="">Rent></new>
ANNUAL RENT	\$ <new annual="" rent=""></new>

*OPERATING COST BASE FOR PURPOSES OF ADJUSTMENT REMAINS \$<Operating Cost Base>/RSF. THE OPERATING COST BASE WILL CONTINUE TO BE ADJUSTED IN ACCORDANCE WITH PARAGRAPH 2.09 OPERATING COSTS ADJUSTMENT *OPERATING COSTS CITED IN THE TABLE ABOVE REFLECT ADJUSTMENT AS OF <Last Escalation Date>

- **C.** The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.
- **D.** Paragraph 2.09 Operating Costs Adjustment is hereby deleted in its entirety. The operating rent is no longer subject to annual adjustment.

ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)

(a) Definitions. As used in this clause-

Covered article, as defined in 41 U.S.C. 4713(k), means-

- (1) Information technology, as defined in <u>40 U.S.C. 11101</u>, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (<u>47 U.S.C. 153</u>);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see <u>32 CFR part 2002</u>); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
- *FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in <u>41 CFR 201–1.303(d)</u> and (e):
 - (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
 - (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
- *National security system,* as defined in <u>44 U.S.C. 3552</u>, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
 - (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
 - (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
- *Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies

LESSOR: _____ GOVERNMENT:_____

when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

- Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
- Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

- (b) Prohibition.
 - (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
 - (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <u>https://www.sam.gov</u> to locate applicable FASCSA orders identified in paragraph (b)(1).
 - (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
 - (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR <u>4.2304</u>(c)). However, see paragraph (c) of this clause.
 - (5)
- (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;

- (G) Reason why the applicable covered article or the product or service is being provided or used;
- (ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
- (c) Notice and reporting requirement.
 - (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
 - (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
 - (3)
- (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
 - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
 - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <u>https://dibnet.dod.mil</u>.
 - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
 - (i) Within 3 business days from the date of such identification or notification:
 - (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;

- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
- (F) Brand;
- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
 - (A) Any further available information about mitigation actions undertaken or recommended.
 - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts.
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
 - (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

4) 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)

The attached representation is hereby attached to and incorporated into this Lease Amendment.

5) 552.270-34 Access Limitations for High-Security Leased Space (Jun 2021)

LESSOR: _____ GOVERNMENT:_____

a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

6) 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)

This clause is incorporated by reference.

7) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

This clause is incorporated by reference.

EXTENSION PRICE NEGOTIATION MEMORANDUM AND RECORD OF AWARD DECISION

PROJECT NO. <Project Number> LEASE NO. <Lease Number> <Agency Name> <City>, <State>

BACKGROUND AND REQUIREMENT

VA currently leases <Current Square Footage RSF> rentable square feet ("RSF") <Current Square Footage USF> ANSI/BOMA office area square feet ("ABOA SF") of office and related space for <Agency Name> at <Building Address> in <City>, <State> under Lease No. <Lease Number> that expires <Lease Expiration Date>.

<VA / VHA /VBA> is seeking an extension at the current location for a term of <Extension Term> months.

PURPOSE OF EXTENSION

Select the purpose of the extension:

- The agency occupying the leased space is scheduled to move into other Federally controlled space, but encounters unexpected delays in preparing the new space for occupancy
- The government encounters unexpected delays outside of its control in acquiring replacement space
- The government is consolidating various agencies and the contracting officer needs to extend the terms of some leases to establish a common expiration date
- The agency occupying the space has encountered delays in planning for a potential relocation to other federally controlled space due to documented organizational, financial, or other uncertainties

NEGOTIATION OBJECTIVES

[Manually complete any missing entries in the table below.]

Item	Objective	Range	Data Source
	Low	High	
Shell Rental Rate/RSF	\$ <marke< th=""><th>\$<marke< th=""><th></th></marke<></th></marke<>	\$ <marke< th=""><th></th></marke<>	
	t Shell	t Shell	
	Rate	Rate	
	Low>	High>	
Cost of Services/RSF	\$ <marke< th=""><th>\$<marke< th=""><th></th></marke<></th></marke<>	\$ <marke< th=""><th></th></marke<>	
	t Op	t Op	
	Costs	Costs	
	Low>	High>	
Fully Serviced Rental Rate	\$ <marke< th=""><th>\$<marke< th=""><th></th></marke<></th></marke<>	\$ <marke< th=""><th></th></marke<>	
	t FS	t FS	
	Rate	Rate	
	Low>	High>	
Parking/Space/Month	\$ <marke< th=""><th>\$<marke< th=""><th></th></marke<></th></marke<>	\$ <marke< th=""><th></th></marke<>	
	t	t	
	Parking	Parking	
	Rate	Rate	
	Low>	High>	

RECORD OF NEGOTIATIONS:

[Additional manual entry required.]

EVALUATION/CONCLUSION

The offered rental rates, all components, and other pricing items fell within acceptable ranges and compare favorably with current market conditions, as supported by the Negotiation Objectives prepared for this procurement,

[Manually mark one of the following. If applicable, add detail for a 'No' selection.]

 \Box Yes

 \Box No / Describe related reason(s):

ltem	Final Off	er	Data Source
	Offer	High	
Shell Rental Rate/RSF	\$ <new Shell Rent RSF></new 	\$ <marke t Shell Rate High></marke 	negotiation objectives
Cost of Services/RSF	\$ <new Operatin g Costs RSF></new 	\$ <marke t Op Costs High></marke 	negotiation objectives
Fully Serviced Rental Rate	\$ <new Annual Rental Rate RSF></new 	\$ <marke t FS Rate High></marke 	negotiation objectives
Parking/Space/Month	\$ <new Parking Per Space Per Mnth></new 	\$ <marke t Parking Rate High></marke 	negotiation objectives

Based on the above, the Government has determined that the offer by <Lessor Name> for an extension of <Extension Term> months of <Lease Number> is fair and reasonable and that it is in the best interest of the Government to award this lease extension.

Prepared by:

<Leasing Specialist> Leasing Specialist

Date

Approved by:

<Lease Contracting Officer> Lease Contracting Officer

Date

Memo to File

Lease Number: <Lease Number>

Documentation to Explain the Absence of Competition - Lease Extension Within SLAT

Lease number <Lease Number> occupied by <Agency Name>, located at <Building Address>, <City>, <State> will expire on <Lease Expiration Date>. It has been determined that the government requires an extension for <Extension Term> months as noted in the Acquisition Plan located in the lease file.

The estimated net annual rent of this action is \$<Net Annual Rent>, which is within the Simplified Lease Acquisition Threshold (SLAT).

The decision to pursue a lease extension is supported by GSAR 570.405.

The agency occupying the leased space is scheduled to move into other Federally controlled space, but
encounters unexpected delays in preparing the new space for occupancy

- The government encounters unexpected delays outside of its control in acquiring replacement space
- The government is consolidating various agencies and the contracting officer needs to extend the terms of some leases to establish a common expiration date
- The agency occupying the space has encountered delays in planning for a potential relocation to other federally controlled space due to documented organizational, financial, or other uncertainties

This extension for a lease below the simplified lease acquisition threshold is necessary as:

Cost based rationale

Lease extensions represent short-term contracting actions which are necessary to protect the occupancy rights of the government when the government cannot vacate the premises by the expiration of the existing contract term. Extensions avoid the costs associated with holdover tenancies. Additionally, the government cannot reasonably expect to recover the costs associated with relocation of the tenant agency through full and open competition of a separate short-term lease to cover the term of this extension.

Mission based rationale

The agency's mission for this location requires a unique location and cannot be satisfied through any alternative locations. The agency's mission and justification for a unique location is summarized below:

Prepared By:

<Leasing Specialist>

Date

Approved:

<Lease Contracting Officer>

Date

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 <u>leasing.gsa.gov</u>, 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

LESSOR: ____ GOVERNMENT: ____

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 \Box does or \Box 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?: \Box Yes or \Box 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).

LESSOR: ____ GOVERNMENT: _____

Physical address	
Country	

(d) Highest-level owner.

(1) The Offeror or Lessor represents that the immediate owner, if any, \Box is or \Box 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?: \Box Yes or \Box 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 \Box does or \Box does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing \Box does or \Box 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)	

LESSOR: ____ GOVERNMENT: _____

Unique entity identifier (if available)	
--	--

Physical address	
Country	

(End of clause)

OFFEROR OR LESSOR NAME AND SIGNATURE	Name	
	Signature	Date

LESSOR: ____ GOVERNMENT: _____