



Interoffice Memorandum

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: September 13, 2016

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** August 23, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager *AC*  
Real Estate Management Division

**FROM:** Robin Giove, Lease Program Manager *RJG*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF TENANT ESTOPPEL  
CERTIFICATE AND DELEGATION OF AUTHORITY TO THE REAL  
ESTATE MANAGEMENT DIVISION TO EXECUTE FUTURE  
TENANT ESTOPPEL CERTIFICATES, IF NEEDED

**PROJECT:** Hanging Moss Warehouse  
(EPD, HS, OCSO, PW)  
6136 Hanging Moss Road, Suites 200-270  
Orlando, Florida  
  
District 5

**PURPOSE:** To acknowledge compliance of lease terms in connection with landlord's  
potential sale or mortgage of property.

**ITEM:** Tenant Estoppel Certificate

**APPROVALS:** Real Estate Management Division  
County Attorney's Office

**REMARKS:**

This Tenant Estoppel Certificate is associated with the Net Warehouse Lease Agreement, approved by the Board of County Commissioners June 2, 2015, as amended by the First Amendment to Net Warehouse Lease approved by the Board of County Commissioners August 4, 2015.

Estoppel Certificates are a standard condition of leases to be executed by tenant upon request by landlord to confirm the lease is unmodified and in full force and effect, rent is paid, and no defaults by landlord exist to tenant's knowledge.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

SEP 13 2016

TENANT ESTOPPEL CERTIFICATE

The undersigned (“**Tenant**”) has executed and entered into that certain lease agreement (the “**Lease**”) dated June 2, 2015 and further amended by the First Amendment to Net Warehouse Lease dated August 4, 2015, with Hanging Moss SPE, LLC, as landlord (“**Landlord**”) with respect to certain space designated as 6136 Hanging Moss Road, Suites 200-270, Orlando, FL 32807, consisting of approximately 16,500 square feet (the “**Premises**”) at Orlando, Florida (the “**Building**”) located in Orange County, Florida. Tenant understands that this estoppel is being provided to a prospective Buyer of the Building and successor to Landlord.

1. Tenant hereby warrants and represents that as of the date of this Tenant Estoppel Certificate, to the best of the undersigned’s knowledge, the following are true and correct:

(a) The Lease is in full force and effect and has not changed.

(b) Tenant has occupied and accepted the Premises. The commencement date of the term of the Lease is August 1, 2015, and the Lease will expire on July 31, 2020, unless it is sooner terminated, or renewed, if and as provided for in the Lease.

(c) The Lease represents the entire agreement between Landlord and Tenant relating to the Premises, and specifically, Tenant is not permitted any rent holiday, rental concession, rebate of rent, or other offset or credit against rents except as set forth in the Lease.

(d) Landlord has complied with all of its construction and other obligations under the Lease to this date, and Tenant is fully obligated to pay, and is paying, the rent and other charges due thereunder, and is fully obligated to perform, and is performing, all of the other obligations of Tenant under the Lease.

(e) Tenant's current annual base rent is **\$89,265.00** per year, payable in monthly installments of **\$7,438.75**, and a current additional rent component of **\$2,997.50**. Tenant has made all rent payments due under the Lease through August, 2016. To Tenant's knowledge (i) neither Landlord nor Tenant is in default in any respect under the Lease, and (ii) no known condition exists, which with the passage of time or the giving of notice, or both, would constitute a default under the Lease.

(f) Tenant has paid in full for all labor and materials and other services in connection with Tenant's construction work and Tenant's other work in the Premises, so that no lien by reason thereof may attach against the Premises or the Building.

(g) There are no actions, whether voluntary or involuntary, pending under the United States Bankruptcy Code in which Tenant is a “debtor” or in which, if Tenant is a partnership, any general partner of Tenant is a “debtor.”

(h) Tenant has not made any prepayment of rent or other charges in advance except for the monthly payments for the current month.

(i) A security deposit has been paid by Tenant with respect to the Lease in the amount of **\$-0-**.

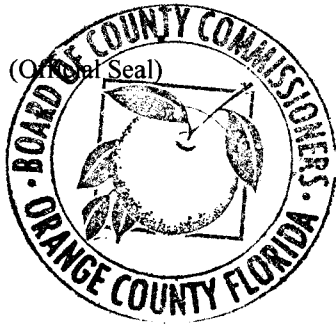
(j) Tenant has no option to renew the Lease except as follows (if nothing filled in then, "NONE") two, 5-year options to renew. Tenant has no option or right of first refusal to purchase the Premises or the Building, or any part thereof.

(k) No guarantor of the Lease, if any, has been released or discharged from any obligation under or in connection with the Lease.

(l) The interest of Tenant in the Lease has not been assigned or encumbered by Tenant, and no part of the Premises has been sublet.

2. This instrument shall be binding upon Tenant and Tenant's successors and assigns and shall inure to the benefit of the successors and assigns of Landlord's buyer and any future lenders on the Property. The person executing this instrument on behalf of Tenant is authorized to do so.

3. Tenant acknowledges and agrees that Landlord, and Landlord's buyer and its lender(s) may rely and are relying on this letter for all purposes, including the purchase and sale of the Building and Premises.



TENANT:  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 9.13.16

ATTEST: Martha O. Haynie, County  
Comptroller, Clerk to the Board

By: *Katie Smith*  
Deputy Clerk

**Katie Smith**

Printed Name