



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0573, **Version:** 1

Interoffice Memorandum

DATE: April 29, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Rebekah Petrelli, Senior Acquisition Agent

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Tenant Estoppel Certificate to Voya Investment Management LLC and authorization for the Real Estate Management Division to sign future Estoppels required or allowed by the agreement for Hanging Moss Warehouse, 6136 Hanging Moss Road, Suites 200-270, Orlando, Florida 32807. Lease File 1029. District 5. **(Real Estate Management Division)**

PROJECT:

Hanging Moss Warehouse
6136 Hanging Moss Road, Suites 200-270
Orlando, Florida 32807
Lease File 1029

PURPOSE: To continue to provide warehouse storage for the Environmental Protection Division (EPD) and the Head Start Program.

ITEM: Tenant Estoppel Certificate

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS: Real Estate Management Division

REMARKS: On June 2, 2015, the Board approved a Lease Agreement with Hanging Moss SPE, LLC, for warehouse storage located at 6136 Hanging Moss Road, Suites 200-270, Orlando, Florida ("Lease"). Amended by the First Amendment to Net Warehouse Lease approved by the Board on August 4, 2015. The Lease was renewed on August 1, 2020, and renewed again August 1, 2025.

The leased space is currently used by the EPD and Orange County Head Start Program for warehouse storage.

The property owner is refinancing the property, and the lender is requesting Orange County to fill out and sign the Estoppel Certificate.

MAY 19 2026

TENANT ESTOPPEL CERTIFICATE

TO: Voya Investment Management LLC, as administrative agent for the lenders of a loan to be secured by the Premises referenced and described below, their respective successors, assigns and participants (collectively, whetajher one or more, "Lender") having a mailing address of c/o Voya Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349, Attn: Mortgage Loan Servicing Department.

THIS IS TO CERTIFY THAT:

The undersigned has been advised that Lender intends to make a loan to Golden Moss, LLC, a Delaware limited liability company ("Borrower"), secured by a first mortgage, deed of trust or deed to secure debt, security agreement and assignment of rents and leases (the "Mortgage") on those certain premises commonly known as 6136 Hanging Moss Road, Suites 200-270, Orlando, FL 32807 (the "Premises"), in which the undersigned ("Tenant") currently occupies approximately 16,500 square feet of space under a **Lease Agreement** dated June 2, 2015 (the "Lease"). Incident to Lender's proposed loan and mortgage, and at Lender's request, Tenant hereby certifies as follows:

1. Tenant is the holder of the lessee's interest under the Lease and is in sole possession of the Premises. Tenant has not subleased all or any part of the Premises or assigned the Lease or otherwise transferred its interest in the Lease.

2. The Lease is in full force and effect, constitutes the entire agreement between original landlord, or any successor landlord under the Lease, including, without limitation, if applicable, Borrower (each such landlord is hereinafter referred to collectively as "Landlord"), and Tenant, and has not been modified, changed, altered, amended or supplemented in any respect (except as may be indicated at the end of this Paragraph 2 and is the only lease or agreement between Tenant and Landlord affecting said Premises.

(sentence deleted)

First Amendment dated August 4, 2015

Second Amendment dated August 5, 2025

3. The Tenant has accepted and now occupies the Premises and is and has been open for business in the Premises since August 1, 2015. The conduct of such business falls within the uses stipulated in the Lease.

4. The Lease term commenced on August 1, 2015, and is currently scheduled to expire on July 31, 2030. Tenants have no options (except in connection with an event of default, casualty

or condemnation under the Lease or except as may be indicated at the end of this Paragraph 4) of early termination under the Lease. Tenant has exercised all rights of extension or renewal available under the Lease, and no such rights remain unexercised.

5. Tenant has not requested any form of reduction, abatement or forbearance of rent nor has it made any agreements with Landlord or its agents or employees concerning, and has no right to, free rent, partial rent, rebate of rental payments or any other type of rental concession or deferment (except as may be indicated at the end of this Paragraph 5). If none, state "none."
None _____.

6. Tenant is current in payment of all fixed rent and other charges due to be paid under the Lease, with minimum rent paid in full for the period ending March 31, 2026. The monthly minimum (i.e. fixed) rent is \$18,562.50. No rent or other sum payable under the Lease is being paid in arrears. No rent or other sum payable under the Lease has been paid in advance of the due date thereof, and Tenant hereby agrees with Lender that it shall not pay any minimum rent or any other sum due or to be paid under the Lease more than thirty (30) days in advance of the due date thereof. A security deposit of \$N/A has been paid to Landlord under the Lease.

7. All of the obligations on the part of Landlord under the Lease to construct and deliver the Premises and any common areas including parking have been satisfactorily performed by Landlord and all obligations for the performance of any construction, work or installation of any equipment, have been carried out. Tenant has no claim or knowledge of any claim against the holder of Landlord's interest on account of any default or failure of performance under the Lease. As of the date hereof, Tenant is entitled to no offset or deduction in rent and has no claim or defense to the payment of any obligation under the Lease.

8. Any and all concessions payments, credits, allowances or abatements for tenant improvement work due Tenant under the Lease has been paid by the Landlord or received by Tenant except as follows (if none, state, "none") None_____.

9. No notice of default under the Lease has been given by Tenant to Landlord; no notice of default has been received by Tenant from Landlord; and, to the best of Tenant's knowledge, information and belief, (a) no condition exists which might give rise to a default under the Lease, and (b) no claim of any nature exists by Tenant under the Lease against Landlord or the Premises.

10. Neither Tenant nor, to the best knowledge of Tenant, Landlord is in violation of any exclusive use, radius or non-competition clause in the Lease or in any Lease of any space in the Premises.

11. The Lease contains and Tenant has no outstanding options or rights of first refusal to purchase the Premises demised by the Lease or any part thereof or the real property of which such Premises are a part.

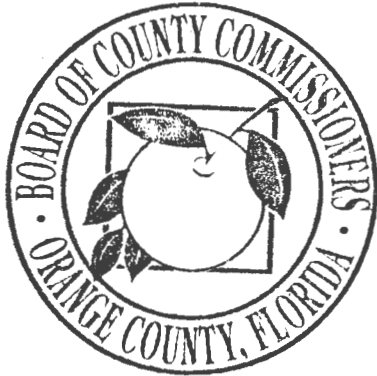
12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy or other insolvency laws of the United States or of any state thereof.

13. This Lease is subject and subordinate to mortgages in accordance with Section 21 of the Lease, and nothing herein shall expand or modify Tenant's obligations thereunder.

14. Deleted.

15. This certification is made knowing that Lender shall rely upon the truth of this certificate in making a loan and disbursing funds to Borrower. This certificate may also be relied upon by Borrower and Borrower's counsel, Lender's counsel and any title company and/or title agent issuing title insurance with respect to the Mortgage.

Dated effective as of the _____ day of MAY 19 2026, 2026.



TENANT:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: *19 May 2026*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Anissa Ligette Merendo*
Deputy Clerk

Printed Name: *Anissa Ligette Merendo*