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January 9, 2014

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Diane N. Wells, Esq.
Devine Goodman Rasco Watts-Fitzgerald & Wells, P.A.
777 Brickell Ave.
Suite 850
Miami, FL 33131


Re: Scott J. Israel, Sheriff of Broward County v. Florida Holding 4800 LLC
Case No. CACE 14-000327(12)

Dear Ms. Wells:

Please be advised that Daniel O'Connor as Registered Agent for Florida Holding 4800 LLC was served with the enclosed lawsuit on January 7, 2014.

As counsel for Florida Holding 4800 LLC, we are forwarding same to you. Our office will be taking no further action.

Very truly yours,


BARRY S. MITTELBERG
(Dictated but not read to expedite mailing)

BSM/sa
enc.

cc: Daniel O'Connor

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: _____

SCOTT J. ISRAEL, AS SUCCESSOR
SHERIFF OF BROWARD COUNTY,
FLORIDA,

Plaintiff,

vs.

FLORIDA HOLDING 4800 LLC,

Defendant.

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff/Certified Process Server of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint in
this action on Defendant:

By serving: **FLORIDA HOLDING 4800 LLC**
c/o Registered Agent
O'Connor, Daniel
391 Mallard Road
Weston, FL 33327

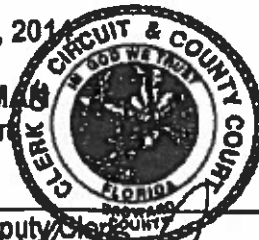
Each Defendant is required to serve written defenses to the complaint or petition
on: **DAVID L. FERGUSON, ESQUIRE, THE KOPELOWITZ OSTROW FIRM, P.A., 200**
S.W. 1ST AVENUE, 12TH FLOOR, FT. LAUDERDALE, FLORIDA 33301, within twenty
(20) days after service of this summons on that Defendant, exclusive of the date of
service, and to file the original of the defenses with the Clerk of this Court either before
service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a
default will be entered against that Defendant for the relief demanded in the complaint
or petition.

Dated this _____ day of _____, 2014

JAN 07 2014

HOWARD C. FORMAN
As Clerk of the Court

By: _____
As Deputy Clerk



HOWARD C. FORMAN

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Court ADA Coordinator no later than seven (7) days prior to the proceedings. Telephone 1-800-955-8771, for assistance.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes, interesadas en dicho caso. Si usted no contesta la demanda a tiempo, podría perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney." (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce Tribunal. Un simple coup de téléphone est insuffisant pour vous protéger; vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie au carbone ou une photocopie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075.

I. CASE STYLE

IN THE CIRCUIT COURT OF SEVENTEENTH THE JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA

Case No.: _____
Judge: _____

Scott J Israel
Plaintiff

vs.

FLORIDA HOLDING 4800 LLC, c/o Daniel O'Connor
Defendant

II. TYPE OF CASE

- ☐ Condominium
- ☒ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence – other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability – commercial
 - ☐ Premises liability – residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure \$0 - \$50,000
 - ☐ Commercial foreclosure \$50,001 - \$249,999
 - ☐ Commercial foreclosure \$250,000 or more
 - ☐ Homestead residential foreclosure \$0 – 50,000
 - ☐ Homestead residential foreclosure \$50,001 - \$249,999
 - ☐ Homestead residential foreclosure \$250,000 or more
 - ☐ Non-homestead residential foreclosure \$0 - \$50,000
 - ☐ Non-homestead residential foreclosure \$50,001 - \$249,999
 - ☐ Non-homestead residential foreclosure \$250,00 or more
 - ☐ Other real property actions \$0 - \$50,000

- ☐ Other real property actions \$50,001 - \$249,999
- ☐ Other real property actions \$250,000 or more
- ☐ Professional malpractice
 - ☐ Malpractice – business
 - ☐ Malpractice – medical
 - ☐ Malpractice – other professional
- ☐ Other
 - ☐ Antitrust/Trade Regulation
 - ☐ Business Transaction
 - ☐ Circuit Civil - Not Applicable
 - ☐ Constitutional challenge-statute or ordinance
 - ☐ Constitutional challenge-proposed amendment
 - ☐ Corporate Trusts
 - ☐ Discrimination-employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

III. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
☐ Non-monetary
☒ Non-monetary declaratory or injunctive relief;
☐ Punitive

IV. NUMBER OF CAUSES OF ACTION: ()
(Specify)

10

V. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ Yes
☒ No

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ No
☐ Yes – If "yes" list all related cases by name, case number and court:

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☐ Yes
☒ No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature s/ David Ferguson
Attorney or party

FL Bar No.: 981737
(Bar number, if attorney)

David Ferguson
(Type or print name)

01/06/2014
Date

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.:

SCOTT J. ISRAEL, AS SHERIFF OF
BROWARD COUNTY, FLORIDA,

Plaintiff,

vs.

FLORIDA HOLDING 4800 LLC,

Defendant.

COMPLAINT

Plaintiff, Scott J. Israel, as Sheriff of Broward County, Florida ("Tenant"), sues Defendant, Florida Holding 4800 LLC ("Landlord"), and alleges:

FACTS APPLICABLE TO ALL COUNTS

1. This is an action for declaratory relief, specific performance, breach of contract, and breach of the implied covenant of quiet enjoyment in connection with the lease of commercial real property located in Broward County, Florida.
2. The damages sought by Tenant are in excess of \$15,000.00, excluding interest, cost and attorneys' fees.
3. Tenant is the elected Sheriff of Broward County and is the successor tenant of three commercial leases entered into on behalf of the Broward Sheriff's Office ("BSO").
4. Landlord is a Florida limited liability company with its principal place of business located in Broward County, Florida.
5. Landlord owns certain real property located at 4200 N.W. 16th Street, Lauderhill, FL 33313 ("Premises").
6. Venue is proper in Broward County, Florida because: (a) the Defendant

resides in Broward County; (b) the contracts at issue were entered into in Broward County; (c) the causes of action accrued in Broward County; and (d) the real property at issue is located within Broward County.

7. Tenant is the successor tenant of three separate commercial leases (the "Leases") entered into between predecessor tenant, Kenneth C. Jenne II, as the then Sheriff of Broward County, and predecessor landlords, LIH Realty, L.C., and/or Dalsog Corp. and/or LM Ideal, LLC and/or Lauderhill Mall Investments, LLC, the former owners of the Premises. Accordingly, Tenant is bound by the terms of the Leases and enjoys the same rights under the Leases, including the rights to enforce the duties and obligations of Landlord (as amended where applicable), as the predecessor tenant.

8. The Leases are comprised of leases for separate floors of the six-floor subject Premises, which serves as the headquarters for BSO's Drug Court Treatment Program. The Leases consist of a lease for the first floor ("Suite 100 Lease"), a lease for the second and fifth floors ("Suite 200 Lease"), and a lease for the sixth floor ("Penthouse Lease"). True and accurate copies of the Suite 100 Lease, Suite 200 Lease, Penthouse Lease, and amendments thereto are attached as *Exhibits A, B, and C*, respectively. Through the execution of the aforementioned amendments, the terms of the Leases are current and have been extended through August 31, 2015.

9. Landlord is the successor landlord of the Leases, having purchased the Premises on or around June 7, 2013. Accordingly, Landlord is bound by the terms of the Leases, as amended, and otherwise has the same duties and obligations under the Leases as the predecessor tenant, including with regard to the maintenance of the Premises.

10. Prior to Landlord's purchase of the Premises and becoming successor landlord of the Leases, but during the timeframe when Tenant had already become

successor tenant of the Leases, the Premises experienced water leaks and air conditioning system malfunctions, which caused damage to the Premises, and otherwise interfered with Tenant's enjoyment of the Leases. Upon notice by Tenant of these issues, the predecessor landlords, were responsive in remediating the damage and otherwise complied with its repair and maintenance duties and obligations under the terms of the Leases. However, as the successor landlord, Landlord has shirked its duties and obligations to Tenant under the Leases and Florida law.

11. Shortly after Landlord became successor landlord under the Leases, the Premises was damaged by severe water intrusion. Upon information and belief, the water intrusion was a result of a leak or leaks in the roof and/or windows and/or piping of the Premises, which caused water to intrude into the Premises, and when it rains water actually cascades down some of the walls of the six-floor Premises and collects in areas on the first floor of the Premises. The air conditioning system is also leaking and is a concomitant source of water intrusion into the Premises. Tenant immediately notified Landlord of this water event and its obligation under the Leases to repair the damage and provide remediation services. Despite such notice and demand to remediate, Landlord refused and otherwise failed to repair the damage, which, left unabated, led to continuous water intrusion and flooding of the first floor and poor indoor air quality throughout the Premises. These hazardous conditions were compounded by the repeated malfunctioning of the Premises' air conditioning system, which Landlord also refused and otherwise failed to repair, despite notice and demand by Tenant. Such failures on the part of Landlord constitute material breaches of the Leases.

12. The air conditioning repeatedly fails and even when it is operating it fails to cool the Premises to an appropriate temperature. The warm and humid air remitted by the

air conditioning system causes the mold to increase. The air born mold is pumped throughout the Premises by the air conditioning system.

13. Landlord's continual failure to repair the water damage and air conditioning system led to mold growth and/or mildew growth and/or extreme humidity levels, which resulted in the first floor becoming untenable and Tenant was forced to evacuate the space. Indeed, Tenant began receiving numerous health-related complaints from its employees as a result of the extensive mold growth and other environmentally unsound conditions within the Premises inactions, including, but not limited to, headaches, coughing, runny noses, dry eyes, rashes, and bite-like itching.

14. In addition, Landlord's failure to repair caused extensive damage to and contamination of Tenant's furniture and fixtures contained on the first floor. Moreover, Tenant's files, which consist of important Drug Court documents, have been contaminated by the mold. Because the files constitute public records and are required to be kept by Tenant pursuant to Florida law, they cannot be disposed of and instead must be professionally decontaminated before they can be moved to another location for storage and use.

15. Although the first floor sustained the majority of the damage, the fallout from Landlord's failure to repair extended to the second, fifth, and sixth floors. These floors are also plagued by water leaks and mold growth, which causes significant interference to BSO's Drug Court operations. In addition, some employees on these floors are experiencing health-related symptoms as those on the first floor.

16. In order to mitigate the damage caused by the water intrusion, and in response to Landlord's failure to repair said damage, Tenant, at its own expense, spent significant sums in remediation efforts of the Premises, including renting air scrubbers to

improve the air quality in the Premises.

17. As part of its efforts to mitigate the damage caused by the water intrusion, which was exacerbated by Landlord's failure to repair, and as a result of increased health-related complaints by BSO employees of the air quality in the Premises, Tenant retained AirQuest Environmental, Inc. ("AirQuest") to conduct an indoor air quality survey on the first, second, fifth, and six floors. The result of the survey, which was performed on October 30, 2013, revealed significant water damage and mold growth throughout the Premises, including in the air vents. Further, AirQuest's observations and air sampling evidenced degraded air quality consistent with the reported health concerns. Ultimately, AirQuest recommended that remediation activities be immediately commenced and that damaged and contaminated materials in the Premises be removed by a licensed mold remediation contractor.

18. On November 27, 2013, Tenant provided Landlord with a copy of the Indoor Air Quality Survey Report, along with formal notice pursuant to the Leases and Fla. Stat. § 83.201 of Landlord's continuing material breaches of the Leases ("Notices"). True and accurate copies of the Notices for the Suite 100 Lease, Suite 200 Lease, and the Penthouse Lease are attached hereto as *Exhibits D, E, and F*, respectively. In addition, Tenant provided Landlord with notice of its withholding rent as a result of Landlord's failure to repair pursuant to the Leases, thereby making the Premises untenable. Further, Tenant provided Landlord with thirty (30) days' notice pursuant to Fla. Stat. 83.201 and the Leases to cure the water damage and mold infestation.

19. Despite receiving the above Notices and the express provisions of the Leases related to repairs caused by water intrusion or other casualty, Landlord failed to repair or otherwise remediate the damage to the Premises and Tenant's property.

20. On January 2, 2014, Tenant provided a second notice to Landlord ("Final Notice") advising that it was in material breach of the Leases and has failed the remedy after proper notice. A true and accurate copy of the Final Notice is attached hereto as *Exhibit G*. Tenant further advised that Landlord's breaches have resulted in a constructive eviction of the first floor and that Tenant was forced to abandon the space due to the increasingly hazardous conditions. Moreover, Tenant advised that its public records had been damaged and must be professionally decontaminated. BSO has been forced to move the first floor staff to other floors within the Premises and to other BSO locations causing significant interference with vital Drug Court operations.

21. Despite receiving the Final Notice, Landlord has failed and continues to fail to repair the damage to the Premises, which failure has impaired Tenant's use of the Premises, thereby causing significant interference with BSO Drug Court operations and damage to public records and BSO's property.

22. To be clear, the conditions in the Premises are deplorable and Tenant has incurred, and will continue to incur, considerable costs in remediating the Premises under the Suite 200 and Penthouse Leases to make them habitable and/or tenable to the degree possible by way of rentals of air scrubbers, dehumidifiers and portable HVAC units necessitating the Tenant's lawful and proper redirecting rental under said leases towards these costs/efforts pursuant to Florida law and/or the leases' terms.

23. Tenant has engaged Kopelowitz Ostrow P.A. to prosecute this action and has agreed to pay the law firm a reasonable fee for its services.

24. All conditions precedent to this action have occurred, been satisfied, or have been waived.

COUNT I – BREACH OF CONTRACT
(As to the Suite 100 Lease)

25. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

26. Pursuant to Paragraph 14.A. and other provisions of the Suite 100 Lease, Landlord is required to keep the Premises in good structural repair, including maintaining and keeping in good repair the roof, interior walls, floors, windows, ceilings and air conditioning units.

27. In addition, Paragraph 14.A. and other provisions of the Suite 100 Lease obligates Landlord to make repairs as soon as reasonably practicable at its own expense in the event of damage to the Premises.

28. Landlord has breached the Suite 100 Lease by failing to keep the Premises in good structural repair and failing to repair the damage to the Premises, despite notice and repeated written demand to make such repairs.

29. As a direct and proximate result of Landlord's breaches, Tenant has been and continues to be damaged.

30. Pursuant to Paragraph 14.A. and other provisions of the Suite 100 Lease, Landlord is liable for the damages to property and loss sustained by Tenant.

WHEREFORE, Tenant respectfully requests that the Court enter judgment against Landlord for damages, costs, together with all other relief the Court deems just and proper.

COUNT II – BREACH OF THE IMPLIED COVENANT OF QUIET ENJOYMENT
(As to the Suite 100 Lease)

31. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

32. Pursuant to Florida common law, every lease carries an implied covenant of quiet enjoyment, which affords a tenant the right to the undisturbed use and enjoyment of a leased Premises.

Scott J. Israel as Sheriff of Broward County v. Florida Holding 4800 LLC
Case No.:
Complaint

33. Thus, pursuant to the Implied covenant of quiet enjoyment, Landlord is prohibited from interfering with Tenant's right to possession of and to the lawful use and enjoyment of the Premises.

34. Landlord has breached the implied covenant of quiet enjoyment by failing to maintain the Premises in good condition and remediate the damage described above, which has deprived Tenant of its beneficial enjoyment and use of the Premises.

35. As a direct and proximate result of the actions and inactions of Landlord, Tenant has been and continues to be damaged.

WHEREFORE, Tenant respectfully requests that the Court enter judgment against Landlord for damages, costs, together with all other relief the Court deems just and proper.

COUNT III – CONSTRUCTIVE EVICTION
(As to the Suite 100 Lease)

36. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

37. Under Florida law, Tenant is entitled to the beneficial enjoyment of the Premises and to occupy the Premises for the purpose for which the Premises was leased.

38. The damage to the Premises, as described above, and Landlord's failure to remediate said damage, has permanently deprived Tenant's use and enjoyment of the Premises by rendering the Premises untenable and otherwise unsuitable for occupancy for the purpose for which it was leased.

39. Tenant has been forced to abandon the Premises due to the deplorable conditions, including faulty and inadequate air conditioning, constant water intrusion, and dangerous mold.

40. Accordingly, Landlord's actions and inactions with regard to the damage at issue amounts to a constructive eviction of Tenant.

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41. As a direct and proximate result of the actions and inactions of Landlord, Tenant has been and continues to be damaged.

WHEREFORE, Tenant respectfully requests that the Court enter judgment against Landlord for damages, costs, together with all other relief the Court deems just and proper.

COUNT IV – BREACH OF CONTRACT
(As to the Suite 200 Lease)

42. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

43. Pursuant to Paragraph 14.A. and other provisions of the Suite 200 Lease, Landlord is required to keep the Premises in good structural repair, including maintaining and keeping in good repair the roof, interior walls, floors, windows, ceilings and air conditioning units.

44. In addition, Paragraph 14.A. and other provisions of the Suite 200 Lease obligates Landlord to make repairs as soon as reasonably practicable at its own expense in the event of damage to the Premises.

45. Landlord has breached the Suite 200 Lease by failing to keep the Premises in good structural repair and failing to repair the damage to the Premises, despite notice and written demand to make such repairs.

46. As a direct and proximate result of Landlord's breaches, Tenant has been and continues to be damaged.

47. Pursuant to Paragraph 14.A. and other provisions of the Suite 200 Lease, Landlord is liable for the damages to property and loss sustained by Tenant.

WHEREFORE, Tenant respectfully requests that the Court enter judgment against Landlord for damages, costs, together with all other relief the Court deems just and proper.

COUNT V – BREACH OF THE IMPLIED COVENANT OF QUIET ENJOYMENT
(As to the Suite 200 Lease)

48. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

49. Pursuant to Florida common law, every lease carries an implied covenant of quiet enjoyment, which affords a tenant the right to the undisturbed use and enjoyment of a leased Premises.

50. Thus, pursuant to the implied covenant of quiet enjoyment, Landlord is prohibited from interfering with Tenant's right to possession of and to the lawful use and enjoyment of the Premises.

51. Landlord has breached the implied covenant of quiet enjoyment by failing to maintain the Premises in good condition and remediate the damage described above, which has deprived Tenant of its beneficial enjoyment and use of the Premises.

52. As a direct and proximate result of the actions and inactions of Landlord, Tenant has been damaged.

WHEREFORE, Tenant respectfully requests that the Court enter judgment against Landlord for damages, costs, together with all other relief the Court deems just and proper.

COUNT VI – SPECIFIC PERFORMANCE
(As to the Suite 200 Lease)

53. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

54. The Premises has been damaged by casualty, as described above.

55. Paragraph 14.A. and other provisions of the Suite 200 Lease obligates the Landlord to make repairs necessitated by casualty at its own expense.

56. Despite notice and written demand pursuant to the terms of the Suite 200 Lease, Landlord has failed to make such repairs.

57. Accordingly, Tenant is entitled to specific performance pursuant to Paragraph

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14.A. of the Suite 200 Lease.

58. Absent specific performance, Tenant has no other adequate remedy at law.

WHEREFORE, Tenant respectfully requests that the Court enter an Order requiring Landlord to repair, at its own expense, the damage to the Premises described herein, together with all other relief the Court deems just and proper.

COUNT VII – BREACH OF CONTRACT
(As to the Penthouse Lease)

59. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

60. Pursuant to Paragraph V and other provisions of the Penthouse Lease, Landlord is required to keep the Premises in good structural repair, including maintaining and keeping in good repair the roof, interior walls, floors, windows, ceilings and air conditioning units.

61. In addition, Paragraph V and other provisions of the Penthouse Lease obligates Landlord to make repairs as soon as reasonably practicable at its own expense in the event of damage to the Premises.

62. Landlord has breached the Penthouse Lease by failing to keep the Premises in good structural repair and failing to repair the damage to the Premises, despite notice and written demand to make such repairs.

63. As a direct and proximate result of Landlord's breaches, Tenant has been damaged.

64. Pursuant to Paragraph V and other provisions of the Penthouse 200 Lease, Landlord is liable for the damages to property and loss sustained by Tenant.

WHEREFORE, Tenant respectfully requests that the Court enter judgment against Landlord for damages, costs, together with all other relief the Court deems just and proper.

COUNT VIII – BREACH OF THE IMPLIED COVENANT OF QUIET ENJOYMENT
(As to the Penthouse Lease)

65. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

66. Pursuant to Florida common law, every lease carries an implied covenant of quiet enjoyment, which affords a tenant the right to the undisturbed use and enjoyment of a leased Premises.

67. Thus, pursuant to the implied covenant of quiet enjoyment, Landlord is prohibited from interfering with Tenant's right to possession of and to the lawful use and enjoyment of the Premises.

68. Landlord has breached the implied covenant of quiet enjoyment by failing to maintain the Premises in good condition and remediate the damage described above, which has deprived Tenant of its beneficial enjoyment and use of the Premises.

69. As a direct and proximate result of the actions and inactions of Landlord, Tenant has been damaged.

WHEREFORE, Tenant respectfully requests that the Court enter judgment against Landlord for damages, costs, together with all other relief the Court deems just and proper.

COUNT IX – SPECIFIC PERFORMANCE
(As to the Penthouse Lease)

70. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

71. The Premises has been damaged by casualty, as described above.

72. Paragraph V and other provisions of the Penthouse Lease obligates the Landlord to make repairs necessitated by casualty at its own expense.

73. Despite notice and written demand pursuant to the terms of the Penthouse Lease, Landlord has failed to make such repairs.

74. Accordingly, Tenant is entitled to specific performance pursuant to Paragraph

V and other provisions of the Penthouse Lease.

75. Absent specific performance, Tenant has no other adequate remedy at law.

WHEREFORE, Tenant respectfully requests that the Court enter an Order requiring Landlord to repair, at its own expense, the damage to the Premises, together with all other relief the Court deems just and proper.

COUNT X – DECLARATORY RELIEF
(As to the Leases)

76. Paragraphs 1 through 24, above, are realleged as if fully set forth herein.

77. This is an action for declaratory relief pursuant to Chapter 86, Fla. Stat.

78. As a result of the damage described above and Landlord's on-going failure to remedy same, Tenant seeks to terminate the Suite 100 Lease and withhold rental payments for the Suite 200 Lease and Penthouse Lease and/or pledge these rental payments towards its efforts to remediate and keep the Premises habitable and tenable by way of repairs, maintenance, continue rentals of dehumidifiers, air-scrubbers, portable HVAC systems and alike.

79. In addition, Tenant seeks reimbursement of the significant sums it has necessarily incurred in order to mitigate its damage and remediate the damage to the Premises. The remediation efforts are ongoing and due to Landlord's failure to repair and reimburse Tenant for its expenses, Tenant will continue to spend significant sums in furtherance of these efforts. Tenant believes that the cost of these remediation efforts may exceed the rental amounts under the Leases.

80. Based upon the foregoing, there is a *bona fide*, actual, present and practical need to determine the amount, if anything, Tenant owes Landlord.

81. Tenant is not seeking a mere advisory opinion.

Scott J. Israel as Sheriff of Broward County v. Florida Holding 4800 LLC
Case No.:
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82. All those with antagonistic interests in this lawsuit, Tenant and Landlord, are before the Court.

83. Tenant requests a declaration from this Court as to its obligations under the Lease, including any amounts it may owe Landlord.

84. Upon the filing of this Complaint, Tenant will redirect rental towards the costs of the Premises remediation and repair expenses being incurred by the Tenant and/or withhold the rental due under the Leases and/or deposit the remaining rental amounts (less those amounts used towards the Premises' remediation and repair expenses incurred by the Tenant under the Leases into the Court Registry) and/or thereafter move the Court to authorize Tenant to use the amounts to continue its remediation efforts.

WHEREFORE, Tenant requests declaratory relief as set forth above pursuant to Chapter 86, Fla. Stat., together with all other relief the Court deems just and proper.

Dated on this 6th day of January, 2014.

Respectfully submitted,

KOPELOWITZ OSTROW P.A.
Attorneys for Plaintiff
200 SW 1st Ave, 12th Floor
Fort Lauderdale, Florida 33301
Telephone: (954) 525-4100
Facsimile: (954) 525-4300

By: /s/ David L. Ferguson
DAVID L. FERGUSON
Florida Bar No. 981737
ferguson@kolawyers.com
BRIAN R. KOPELOWITZ
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Office of the General Counsel
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
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954.321.5040 (Fax - Legal)
954.797.0937 (Fax - Confiscations Unit)
www.sheriff.org



November 27, 2013

Mr. Harry Dorviller
Florida Holding 4800 LLC
3710 NW 19th Street
Coconut Creek, FL 33066

(via certified mail)

Re: Continued Notice of Landlord's Lease Breach/ F.S. 83.201 Notice
Premises: 4200 N.W. 16th Street, Suite 100, Lauderdale Florida 33313
Florida Holding 4800 LLC (Lessor) lease with Broward Sheriff's Office
(Lessee)

Dear Mr. Dorviller:

Enclosed please find Air Quest Indoor Quality Survey Report dated November 12, 2013, documenting some of the hazardous conditions in and around the above referenced premises and in common areas throughout the physical structure. This testing occurred on October 30, 2013, long after the Lessor's management company was noticed of Lessor's material breaches causing these conditions. The Lessor's failure to respond to this situation has made the premises wholly untenable and amount to: (1) breach of habitability; (2) breach of Lessee's quiet enjoyment rights; and (3) breach of contract. Your organization must immediately remediate in accordance with the report's recommendations which are expressly Lessor's obligations under the parties' lease.

The conditions have worsened over the last few months and have caused complete abandonment of the premises by the Lessee. Your relocation of the Lessee's operations to other floors within the structure, fails to eliminate the effects of these hazardous conditions and amount to a continued material disruption to the Lessee's operations. The contaminated air circulates through the stairwells, HVAC system, windows, and elevator shaft from tainted areas to all the common areas and throughout the building's tenancies. Further, all visitors to the premises must walk through the first floor areas to gain access to the other levels in the building.

Please consider this the tenant's notice of withholding rental in response to your organization's uncured material breaches per sections: 3(f)(ii) of the First Amendment to



the Lease; 3i of the First Amendment to the Lease; and 13.1 of the Lease. Please also consider this your thirty (30) day notice under P.S. 83,201 and the applicable lease provisions to cure the forgoing issues and conditions mentioned in the report and provide proof thereof.

The Lessee reserves all rights to seek indemnification for any and all damages arising from personal injury suits or workers compensation claims filed against Lessee stemming from poor air quality at this structure. If the present conditions continue or worsen, the Lessee reserves the right to declare a constructive eviction and vacate the premises forthwith without further notice. If the Lessee is forced to relocate its business activities from the subject premises, the Lessee will seek to collect the costs associated with such relocation, business disruption damages, loss of lease value, increased rental charges for a substitute premises, and alike from the Lessor.

In the meantime, the Lessee is expecting full reimbursement from the Lessor for all remediation efforts which have been necessary to mitigate the Lessee's damages, including but not limited to the cost of the enclosed air quality report, future samplings and reports, air scrubbers/purifiers/dehumidifiers expenses.

Very truly yours



Stephen C. Muller
Assistant General Counsel

Encl.

Cc: General Counsel Ronald M. Gunzburger/BSO Office of the General Counsel
Deputy General Counsel-Administration Jeffrey Hessler/BSO Office of the General Counsel
Director David Scharf/BSO Community Programs
Director Michael Cahill/BSO Planning & Development
Director Victor Marrero/BSO Risk Management
Mr. Todd T. Napoli/Current Capital (via certified mail)

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November 27, 2013

Mr. Harry Dorvilier
Florida Holding 4800 LLC
3710 NW 19th Street
Coconut Creek, FL 33066

(via certified mail)

Re: Continued Notice of Landlord's Lease Breach/ F.S. 83.201 Notice
Premises: 4200 N.W. 16th Street, Suite 200 & 5th Floor, Lauderdale Florida
33313
Florida Holding 4800 LLC (Lessor) lease with Broward Sheriff's Office
(Lessee)

Dear Mr. Dorvilier:

Enclosed please find Air Quest Indoor Quality Survey Report dated November 12, 2013, documenting some of the hazardous conditions in and around the above referenced premises and in common areas throughout the physical structure. This testing occurred on October 30, 2013, long after the Lessor's management company was noticed of Lessor's material breaches causing these conditions. The Lessor's failure to respond to this situation has made the premises wholly untenable and amount to: (1) breach of habitability; (2) breach of Lessee's quiet enjoyment rights; and (3) breach of contract. Your organization must immediately remediate in accordance with the report's recommendations which are expressly Lessor's obligations under the parties' lease.

The conditions have worsened over the last few months. Your relocation of the Lessee's operations to other floors within the structure, fails to eliminate the effects of these hazardous conditions and amount to a continued material disruption to the Lessee's operations. The contaminated air circulates through the stairwells, HVAC system, windows, and elevator shaft from tainted areas to all the common areas and throughout the building's tenancies. Further, all visitors to the premises must walk through the first floor areas to gain access to the other levels in the building.

Please consider this the tenant's notice of withholding rental in response to your organization's uncured material breaches per sections: page 2-3 (Maintenance & Repairs)



of the 2nd Amendment to the Lease; 3(d) of the 3rd Amendment to the Lease; and 3(f) of the 3rd Amendment to the Lease. Please also consider this your thirty (30) day notice under F.S. 83.201 and the applicable lease provisions to cure the forgoing issues and conditions mentioned in the report and provide proof thereof.

The Lessee reserves all rights to seek indemnification for any and all damages arising from personal injury suits or workers compensation claims filed against Lessee stemming from poor air quality at this structure. If the present conditions continue or worsen, the Lessee reserves the right to declare a constructive eviction and vacate the premises forthwith without further notice. If the Lessee is forced to relocate its business activities from the subject premises, the Lessee will seek to collect the costs associated with such relocation, business disruption damages, loss of lease value, increased rental charges for a substitute premises, and alike from the Lessor.

In the meantime, the Lessee is expecting full reimbursement from the Lessor for all remediation efforts which have been necessary to mitigate the Lessee's damages, including but not limited to the cost of the enclosed air quality report, future samplings and reports, air scrubbers/purifiers/dehumidifiers expenses.

Very truly yours



Stephen G. Muffler
Assistant General Counsel

Encl.

Cc: General Counsel Ronald M. Gunzburger/BSO Office of the General Counsel
Deputy General Counsel-Administration Jeffrey Hassler/BSO Office of the General Counsel
Director David Scharf/BSO Community Programs
Director Michael Cahill/BSO Planning & Development
Director Victor Marrero/BSO Risk Management
Mr. Todd T. Nepola/Current Capital (via certified mail)

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November 27, 2013

Mr. Harry Dorviller
Florida Holding 4800 LLC
3710 NW 19th Street
Coconut Creek, FL 33066

(via certified mail)

Re: Continued Notice of Landlord's Lease Breach/ F.S. 83.201 Notice
Promises: 4200 N.W. 16th Street, Suite 607 n/k/a Penthouse-6th Floor,
Lauderhill Florida 33313
Florida Holding 4800 LLC (Lessor) lease with Broward Sheriff's Office
(Lessee)

Dear Mr. Dorviller:

Enclosed please find Air Quest Indoor Quality Survey Report dated November 12, 2013, documenting some of the hazardous conditions in and around the above referenced premises and in common areas throughout the physical structure. This testing occurred on October 30, 2013, long after the Lessor's management company was notified of Lessor's material breaches causing these conditions. The Lessor's failure to respond to this situation has made the premises wholly untenable and amount to: (1) breach of habitability; (2) breach of Lessee's quiet enjoyment rights; and (3) breach of contract. Your organization must immediately remediate in accordance with the report's recommendations which are expressly Lessor's obligations under the parties' lease.

The conditions have worsened over the last few months. Your relocation of the Lessee's operations to other floors within the structure, fails to eliminate the effects of these hazardous conditions and amount to a continued material disruption to the Lessee's operations. The contaminated air circulates through the stairwells, HVAC system, windows, and elevator shaft from tainted areas to all the common areas and throughout the building's tenancies. Further, all visitors to the premises must walk through the first floor areas to gain access to the other levels in the building.

Please consider this the tenant's notice of withholding rental in response to your organization's uncured material breaches per sections: V(1) of the Lease. Please also

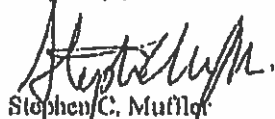


consider this your thirty (30) day notice under F.S. 83.201 and the applicable lease provisions to cure the forgoing issues and conditions mentioned in the report and provide proof thereof.

The Lessee reserves all rights to seek indemnification for any and all damages arising from personal injury suits or workers compensation claims filed against Lessee stemming from poor air quality at this structure. If the present conditions continue or worsen, the Lessee reserves the right to declare a constructive eviction and vacate the premises forthwith without further notice. If the Lessee is forced to relocate its business activities from the subject premises, the Lessee will seek to collect the costs associated with such relocation, business disruption damages, loss of lease value, increased rental charges for a substitute premises, and alike from the Lessor.

In the meantime, the Lessee is expecting full reimbursement from the Lessor for all remediation efforts which have been necessary to mitigate the Lessee's damages, including but not limited to the cost of the enclosed air quality report, future samplings and reports, air scrubbers/purifiers/dehumidifiers expenses.

Very truly yours



Stephen C. Muffolo
Assistant General Counsel

Encl.

Co: General Counsel Ronald M. Gunzburger/BSO Office of the General Counsel
Deputy General Counsel-Administration Jeffrey Hassler/BSO Office of the General Counsel
Director David Scharf/BSO Community Programs
Director Michael Cahill/BSO Planning & Development
Director Victor Marrero/BSO Risk Management
Mr. Todd T. Napoli/Current Capital (via certified mail)

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January 2, 2014

Sent via Fax & US Mail

Mr. Todd T. Nepola
Current Capital
4000 Hollywood Blvd. Suite 685-S
Hollywood, Florida 33021

Re: Premises: 4200 N.W. 16th Street, Lauderdale Florida 33313
Florida Holding 4800 LLC (Lessor) leases with Broward Sheriff's Office
(BSO/Lessee)

Dear Mr. Nepola:

Please be advised that the Lessor is in material breach of all leases by and between the parties and has failed to remedy the same after due notice. Further, we believe the actions and inactions by the Lessor relative to the 1st floor lease has resulted in a constructive eviction of the Lessee.

First and foremost, the owner needs to fix the HVAC system today. The repair person your company dispatched to the site last week, has stated that the repair expenses are beyond his authorization (evidently three out of the four HVAC cooling units are dysfunctional) and a mechanical engineer needs to address this issue. Our organization has had to materially scale back operations at this location.

As you are probably aware, our organization was forced to physically abandon the 1st floor due to the conditions. However, there are still boxes of documents which are public records that must be professionally decontaminated. They cannot be relocated without contaminating the area they are transported to. You are hereby noticed of the same and the preservation of these materials is required under Florida law. This entire situation is directly caused by the Lessor's breaches.

Without waiving any causes of action, notices, time periods and claims¹, our organization would like to set up a meeting with the Lessor at our 6th floor lease location at 10:00 a.m. Friday January 17, 2014. This meeting will be an opportunity for the parties to find a way forward and to address all pending issues including how to

¹ Our organization reserves all rights to file any and all actions against the owner at any time even if the owner agrees to meet with our representatives as further requested herein.



remediate and safeguard the above referenced public records, the payment of the ongoing air scrubber/dehumidifiers billings, and all other tenant damages.

Very truly yours,


Stephen C. Muffler

Assistant General Counsel

cc: General Counsel Ronald M. Gunzburger/USO Office of the General Counsel
Deputy General Counsel-Administration Jeffrey Hessler/USO Office of the General Counsel
Director David Schar/USO Community Programs
Director Michael Cahill/USO Planning & Development
Director Victor Murtero/USO Risk Management