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June 15, 2007

Via Certified Mail, RRR

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ATTENTION: Amendment Section

**Re: Judicial Dissolution -- Autosphere USA, LLC
FEI Number: 20005168**

Dear Madam/Sir:

Please be advised that the law firm of Broad and Cassel represents Alberic Otten, one of the members of the above-referenced limited liability company, Autosphere USA, LLC. We are writing to notify and request your office to judicially dissolve Autosphere USA, LLC in accordance with a certain Final Judgment entered on October 11, 2006 by the Honorable Renee A. Roche, Judge of the Circuit Court for the Ninth Judicial Circuit, in and for Orange County, Florida. This firm represented Mr. Otten concerning the dispute, and the ensuing litigation, that arose between the sole members of Autosphere USA, LLC. Following trial, the Court ordered, among other things, the judicial dissolution of Authosphere USA, Inc. All appellate avenues have been exhausted with respect to issue.

Pursuant to our telephone conversation today with your office, this will confirm that no fee is required by the State to judicially dissolve Autophere USA, LLC. We have, however, provided a recorded copy of the Final Judgment that orders this judicial dissolution.

Should you have any comments or require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

BROAD AND CASSEL


Jeremy T. Springhart

/ty
Enclosure

cc: Alberic Otten (w/encl.; via electronic mail only)



ROBERT J. PLEUS, JR.
CHIEF JUDGE

JACQUELINE R. GRIFFIN
EMERSON R. THOMPSON, JR.
THOMAS D. SAWAYA
WILLIAM D. PALMER
RICHARD B. ORFINGER
DAVID A. MONACO
VINCENT G. TORPY, JR.
C. ALAN LAWSON
KERRY I. EVANDER
JUDGES

DISTRICT COURT OF APPEAL
FIFTH DISTRICT
300 SOUTH BEACH STREET
DAYTONA BEACH, FLORIDA 32114
(386) 255-8600-CLERK

SUSAN WRIGHT
CLERK

TY W. BERDEAUX
MARSHAL



MEMORANDUM

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OR BK 09277 PG 4513 PGS=2
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/29/2007 12:00:35 PM
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To: The Clerk of the Circuit Court Addressed or The Administrative Agency Addressed

From: Susan Wright, Clerk
Fifth District Court of Appeal

By: KELLY WALDRON
Deputy Clerk

SUBJECT: FINAL ORDER

DATE: May 2, 2007

Fifth DCA No.: 5D06-4061

County of Origin: Orange

Trial Court No. 05-CA-3629

CLERK OF DISTRICT COURT
ORANGE CO. FL.

2007 MAY -9 PM 3:40

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CLERK OF DISTRICT COURT
ORANGE CO. FL.

Pursuant to the provisions of Rule 9.350 (c), Florida Rules of Appellate Procedure, attached is a conformed copy of the Final Order of this Court disposing of the subject Appeal. Please take the necessary action to adjust your records consistent with such order.

NO MANDATE WILL BE ISSUED IN THIS CAUSE.

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IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

AUTOSPHERE USA, LLC, ETC.,

Appellant,

v.

CASE NO. 5D06-4061

ALBERIC OTTEN, ETC., ET AL.,

Appellee.

DATE: April 13, 2007

BY ORDER OF THE COURT:

Ordered that Appellees' Motion to Dismiss Appeal, filed March 2, 2007, is granted and the above-styled appeal is dismissed. See Daytona Migi Corp. v. Daytona Automotive Fiberglass, Inc., 417 So.2d 272 (Fla. 5th DCA 1982).

I hereby certify that the foregoing is
(a true copy of the original Court order.

SUSAN WRIGHT, CLERK

cc: Jeremy T. Springhart, Esq.
Robert B. Branson, Esq.
William Van Hove
Autosphere USA, LLC

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[REDACTED]

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

ALBERIC OTTEN, an individual,
NV AUTOSPHERE S.A., a foreign
corporation, and ALBERIC OTTEN,
for and on behalf of
AUTOSPHERE USA, LLC

Plaintiffs,

v.

AUTOSPHERE USA, LLC, a Florida
Limited Liability Company, and
WILLIAM VAN HOVE, an individual

Defendants.

AUTOSPHERE USA, LLC, a Florida
Limited Liability Company, and
WILLIAM VAN HOVE, an individual,

Counter-Plaintiffs,

v.

ALBERIC OTTEN, an individual, and
NV AUTOSPHERE S.A., a foreign
corporation

Counter-Defendants.

FINAL JUDGMENT AGAINST AUTOSPHERE USA, LLC

This action was tried before the Court on September 18, 19, 20, 21, and 22,
2006. Upon consideration of the evidence adduced at trial, including the testimony

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MARTHA O. HAYNE, COMPTROLLER, ORANGE COUNTY
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DIVISION OF CORPORATIONS

of the parties and witnesses, and the exhibits introduced into evidence, the Court makes the following findings of fact and conclusions of law:

1. The parties testified at trial. After observing the demeanor and testimony of the witnesses the Court finds that Defendant, William Van Hove ("Van Hove"), was not credible. Van Hove appeared as someone who dissembles and is not straight forward. To the contrary, Plaintiff, Alberic Otten ("Otten") and Murielle Otten, (Alberic Otten's daughter) were far the more credible witnesses. Their answers were consistent throughout repeated and extensive cross-examination -- the same questions asked over and over different ways.

2. Plaintiff, Autosphere USA, LLC ("Autosphere USA"), is a Florida Limited Liability Company organized and existing under the laws of Florida.

3. At all times material to this action, Autosphere USA did business in Orange County, Florida.

4. There are two members of Autosphere USA: Otten and Van Hove Family LP-GP, INC. ("Van Hove LP-GP").

5. Van Hove LP-GP owns fifty percent of Autosphere USA. Otten owns the remaining fifty percent interest in Autosphere USA. Otten and Van Hove LP-GP each contributed \$2,500 to Autosphere USA as working capital.

6. Van Hove LP-GP is operated by Van Hove as a family corporation. Van Hove is the president of Van Hove LP-GP.

7. Van Hove is the operating manager of Autosphere USA and resides in

Orange County, Florida.

8. Prior to June 18, 2003, Otten and Van Hove met each other through business acquaintances.

9. On June 18, 2003, Van Hove made a proposal to Otten to sell exotic (i.e. Hummers and Humvees) and classic cars to NV Autosphere S.A. ("Autosphere Belgium").

10. Autosphere Belgium is an automobile sales company formed under the laws of Belgium with its principal place of business in Brussels, Belgium. Autosphere Belgium is owned entirely by Otten.

11. Van Hove proposed that he and Otten would form a corporation as equal partners. Van Hove proposed to form Autosphere USA as an automobile sales and exporting company with two members, Otten and Van Hove LP-GP.

12. On June 18, 2003, Otten and Van Hove entered an agreement. Otten and Van Hove agreed on the following points:

- a. Autosphere USA would work with minimal expenses. In order to avoid general expenses, Van Hove agreed to conduct the business of Autosphere USA out of his home;
- b. All the vehicles exported by Autosphere USA to Belgium as well as all the American brand vehicles or classic cars sold by Autosphere USA would pass exclusively through Autosphere Belgium;

- c. No salaries nor commissions from the sales would be taken by the parties;
- d. If there were no sales, then there would be no costs to the company;
- e. Autosphere Belgium made a firm order of \$111,000.00 of vehicles; and
- f. The profits made from the sale of the vehicles by Autosphere Belgium would be split between the parties.

13. During the parties business relationship, the agreement described in paragraph 12 above never changed.

14. On June 30, 2003, Autosphere Belgium paid Autosphere USA \$111,700.00 for the specific purpose of purchasing vehicles in the United States, which vehicles were to be shipped back to Belgium and sold by Autosphere Belgium:

- a. One (1) Hummer H2 black, Luxury package and roof rack;
- b. One (1) Hummer H1 hard-top, pick-up;
- c. Two (2) 1970's MG B;
- d. One (1) TR 4;
- e. One (1) Argo 6X6; and
- f. One (1) Argo 8X8.

15. Thereafter Autosphere Belgium sent additional funds to Van Hove for

the specific purpose of purchasing vehicles and shipping those vehicles back to Autosphere Belgium.

16. In March of 2004, Autosphere Belgium realized that several vehicles had not been shipped and there was a deficit of \$354,914.43 owed to Autosphere Belgium. Van Hove agreed to ship the vehicles.

17. Subsequently, the vehicles were not shipped despite Otten's repeated demands.

18. In the summer of 2004, Van Hove notified Otten and Autosphere Belgium of a car show in Val d'Isere, France that he wanted to attend. Otten did not want Autosphere USA funds to be used for the Val d'Isere show because of the expense. Van Hove was determined to go to the show. It was not until Alberic Otten's daughter, Murielle Otten, was looking at an advertisement about the Val d'Isere show that she discovered the vehicles Autosphere Belgium purchased were in France and under the name of a French company called USA Collection France.

19. In July 2004, Van Hove with the assistance of his son, Olivier Van Hove, had created USA Collection France, which Van Hove used to transfer assets of Autosphere Belgium to Europe.

20. After discovering that Autosphere Belgium's vehicles were being sold to other companies, including but not limited to USA Collection France, Autosphere Belgium sent Murielle Otten to Florida to review Autosphere USA's books and records.

21. In November 2004, Van Hove informed Autosphere Belgium that he would not be sending any of the vehicles purchased with the funds provided by Autosphere Belgium. Van Hove stated that in his opinion all of the funds provided by Autosphere Belgium were loans to Autosphere USA to be paid back at Autosphere USA's discretion.

22. Van Hove never sent any of the vehicles nor did he return the money sent by Autosphere Belgium. Van Hove used the money intended for the purchase of the vehicles for other purposes contrary to the agreement of the parties, including but not limited to the opening of a showroom, paying employee salaries, compensation to Van Hove and reimbursement to Van Hove for unauthorized expenses.

23. Van Hove's use of Autosphere Belgium's funds was unauthorized and contrary to the membership agreement as described in paragraph 12 above.

24. As a result of Van Hove's actions, Autosphere USA is not able to refund Autosphere Belgium or supply it vehicles in the amount of \$354,914.43.

25. Otten demanded that Van Hove refrain from taking salaries and commissions from Autosphere USA, but Van Hove ignored and refused Otten's demands.

26. During the years 2003 and 2004, Van Hove took \$177,134.26 of salaries and commissions from Autosphere USA without authorization and contrary to the agreement described in paragraph 12 above.

27. In April, 2005, VAN HOVE sold all of the assets of Autosphere USA, except inventory, to Minesh Patel for \$30,000.00. Van Hove never advised Otten of the sale, and never shared the profits of the sale with Otten.

28. Van Hove then sold the inventory of Autosphere USA for \$228,043.08. Van Hove never advised Otten of the sale of the inventory, and never shared the profits of the sale with Otten.

29. Autosphere USA does not have any assets to pay to Autosphere Belgium.

30. Pursuant to the parties agreement, Otten is entitled to half of the total profits made from the sale of Autosphere USA's assets including the inventory, which amount equals \$129,021.54.

31. The corporate assets of Autosphere USA are being misappropriated and wasted by Van Hove.

32. The members and management of Autosphere USA are deadlocked in the management of Autosphere USA's affairs, they are unable to break the deadlock, and Autosphere USA is suffering irreparable injury.

33. Autosphere Belgium failed to provide Autosphere USA with profits it had made on certain vehicles sold in Europe. The total profits are found to be \$20,000.00.

34. Van Hove breached his fiduciary duty to Autosphere USA by not delivering the vehicles to Autosphere Belgium and damages should be awarded to Autosphere USA in the amount of \$354,914.43.

35. Van Hove converted Autosphere USA's assets to his own use and benefit and damages should be awarded to Autosphere USA in the amount of \$177,143.26, which is the amount Van Hove took for himself in unauthorized salaries and commissions.

36. Autosphere USA was unjustly enriched by not providing any vehicles or refunding Autosphere Belgium and damages should be awarded to Autosphere Belgium in the amount of \$354,914.43. This amount is the difference between the amount paid by Autosphere Belgium and the vehicles that were actually delivered.

37. Van Hove converted the profits of AUTOSPHERE USA's assets to his own use and benefit and damages should be awarded to OTTEN in the amount of \$129,021.54.

38. Plaintiffs did not meet their burden of proof as to the following counts in the Amended Verified Complaint: Count VIII (Fraud) and Count IX (Civil Theft).

39. Plaintiffs abandoned the following counts of their Amended Verified Complaint at trial: Counts I (Temporary and Permanent Injunction), Count III (Appointment of a Receiver) and Count IV (Equitable Accounting).

40. Defendants did not meet their burden of proof as to the following counts in the Amended Counterclaim: Counts I (Breach of Fiduciary Duty), Count II (Permanent and Temporary Injunctive Relief – Tortious Interference), and Count III (Damages - Tortious Interference).

41. AUTOSPHERE USA is entitled to half of the profits that AUTOSPHERE BELGIUM failed to share, which amount equals \$10,000.00. This amount shall be set off from the amount awarded to AUTOSPHERE BELGIUM for unjust enrichment and to the amount awarded to OTTEN for and on behalf of AUTOSPHERE USA for breach of fiduciary duty and conversion. This setoff is deemed to satisfy both Defendants' affirmative defense for setoff and their claim for breach of contract in Count IV of the Amended Counterclaim.

Now, therefore, it is

ORDERED AND ADJUDGED as follows:


- a. Judgment is entered in favor of NV Autosphere S.A. and against Autosphere USA, LLC for compensatory damages in the amount of \$344,914.43, which shall bear interest at the rate of nine percent (9%) per annum, for all of which let execution issue.
- b. The Florida Secretary of State, Division of Corporation is hereby directed to dissolve Autosphere USA, LLC.

- c. Counts I (Temporary and Permanent Injunction), Count III (Appointment of a Receiver) and Count IV (Equitable Accounting) of the Amended Verified Complaint are hereby dismissed.
- d. This Court retains jurisdiction to enter its judgment against William Van Hove pursuant to the findings of facts and conclusions of law stated above.
- e. This Court retains jurisdiction to dismiss the counterclaim pursuant to the findings of fact and conclusions of law stated above.
- f. The address of Autosphere USA, LLC is 9342 Wickham Way, Orlando, Florida 32836.
- g. The address of NV Autosphere S.A. is 138 Boulevard du Jubile, 1080 Brussels, Belgium.

IT IS FURTHER ORDERED AND ADJUDGED that the judgment debtor shall complete under oath Florida Rules of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within forty-five (45) days from the date of this Final Judgment, unless this Final Judgment is satisfied or post-judgment discovery is stayed.

The Court retains jurisdiction to enter further orders that are proper to compel the judgment debtor(s) to complete Form 1.977, including all required attachments, and serve it on the judgment creditor's attorney or the judgment creditor if the judgment creditor is not represented by an attorney, and to consider motion for attorneys' fees.

DONE AND ORDERED in Chambers in Orlando, Orange County, Florida
this 17th day of Oct., 2006.

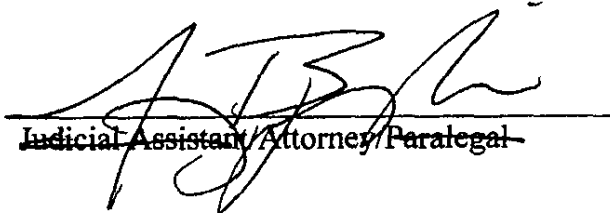

Circuit Judge

cc: Broad and Cassel
Jeremy T. Springhart, Esquire
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801

Law Offices of Peter McGrath
Peter McGrath, Esquire
801 N. Magnolia Ave, Ste. 304
Orlando, Florida 32803

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11 of October, 2006, a true and correct copy of the foregoing has been furnished by hand-delivery to: Jeremy T. Springhart, Esq, BROAD AND CASSEL, *Counsel for Plaintiffs*, 390 N. Orange Avenue, Suite 1400, Orlando, Florida 32801 and via U.S. Mail to: Peter R. McGrath, Esq., LAW OFFICE OF PETER McGRATH, *Counsel for Defendants*, 801 Magnolia Avenue, Suite 408, Orlando, Florida 32803-3843.


~~Judicial Assistant/Attorney/Paralegal~~

2007