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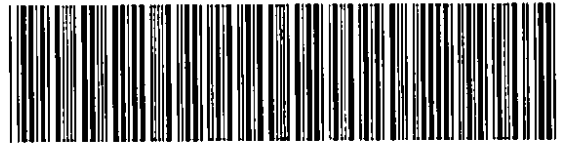
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TALLAHASSEE, FLORIDA

DEC 11 2018
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Blossom Park Condominium Association, Inc.

Name of Corporation

DOCUMENT NUMBER: N03000002232

The enclosed Statement of Change of Registered Office/Agent and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Harry W. Collison

Name of Contact Person

Firm/Company

180 S. Knowles Avenue, Suite 3

Address

Winter Park, FL 32789

City/State and Zip Code

Hcollison@realestateconsortium.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Harry Collison

Name of Contact Person

at (407) 647-0800

Area Code & Daytime Telephone Number

Enclosed is a \$35.00 check made payable to the Department of State.

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR
BOTH FOR CORPORATIONS**

Pursuant to the provisions of sections 607.0502, 617.0502, 607.1508, or 617.1508, Florida Statutes, this statement of change is submitted for a corporation organized under the laws of the State of Florida in order to change its registered office or registered agent, or both, in the State of Florida.

1. The name of the corporation: Blossom Park Condominium Association, Inc
2. The principal office address: 180 S. Knowles Avenue
Suite 3 Winter Park, FL 32789
3. The mailing address (if different): _____
4. Date of incorporation/qualification: 3/13/03 Document number: N03000002232
5. The name and street address of the current registered agent and registered office on file with the Florida Department of State: (If resigned, enter resigned)

Resigned

6. The name and street address of the new registered agent (if changed) and /or registered office (if changed):

Harry W. Collison

180 S. Knowles Avenue, Suite 3

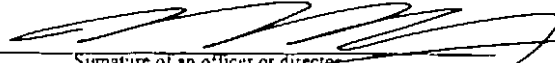
P.O. Box NOT acceptable

Winter Park, FL 32789

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The street address of its registered office and the street address of the business office of its registered agent, as changed will be identical.


Such change was authorized by resolution duly adopted by its board of directors or by an officer so authorized by the board, or the corporation has been notified in writing of the change.


Signature of an officer or director

Harry Collison, Termination Trustee

Printed or typed name and title

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.


Signature of Registered Agent

11/29/2018

Date

If signing on behalf of an entity:

Harry Collison

Typed or Printed Name

*** FILING FEE: \$35.00 ***

MAKE CHECKS PAYABLE TO FLORIDA DEPARTMENT OF STATE
MAIL TO: DIVISION OF CORPORATIONS, P.O. BOX 6327, TALLAHASSEE, FL 32314

CR2E045 (03/12)

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

Case No: 2010-CA-022896-O

DORCAS CREEK, et al.,

Plaintiffs,

-vs-

BLOSSOM PARK CONDOMINIUM
ASSOCIATION, INC.,

Defendant. //

**ORDER GRANTING MOTION TO TERMINATE CONDOMINIUM AND TO APPOINT
TERMINATION TRUSTEE**

THIS MATTER came before the Court on August 3, 2018, on Fan Feng's ("FENG") Motion to Terminate Condominium and to Appoint Termination Trustee dated June 29, 2018 (the "Motion"), and FENG's *ore tenus* Motion to Substitute Party, and the Court having reviewed the Motion, the Clerk's file, and having heard argument of the respective parties and their counsel at the duly noticed hearing, and having revisited the matter for entry of an order on September 20, 2018, makes the following findings of fact and orders as follows.

FINDINGS OF FACT:

Contemporaneous to the filing of the Motion, FENG requested that this Court take judicial notice of (i) the March 2, 2015 Orange County Life Safety & Structural Assessment for Blossom Park Buildings A through G, with accompanying Engineering Report of the same date from Bowen Engineering Corporation (the "Engineering Report"), and (ii) the Clerk's file (the "Court File") in this matter. The Court grants the request and takes judicial notice of the Engineering Report and the Court File.

This action commenced in 2010 for the appointment of a receiver for Blossom Park Condominium Association, Inc. ("Association"). The Complaint alleged in detail that the

Association was in financial distress and unable to meet its obligations. *See* Cmpl. ¶ 34. Further, many of the units in the Blossom Park Condominium (the "Condominium") were abandoned or in foreclosure, and many of the owners were difficult, if not impossible, to reach. *See* Cmpl. ¶ 28 - 33. As a result, the Association had been unable to collect assessments in any meaningful way. *See* Cmpl. ¶ 32. This Court appointed a receiver on October 14, 2010, to cure these deficiencies and has since extended the terms of receivership in some form through the present.

While this case has ensued, the condition of the Condominium has deteriorated. The Condominium has been the site of criminal activity and heightened law enforcement operations and was declared a nuisance by the Orange County Nuisance Abatement Board in 2014 and condemned by Orange County Code Enforcement in 2015. The Engineering Report, whose inspection was of the exterior condition of the Condominium buildings and common elements, found mold, wood rot, unsafe fire exits, and concluded "the existing deterioration of the structural systems observed is major and severe." The tenants and owners have all been relocated, and the Condominium remains vacant and a blight on the community.

Through its oversight of this case, the Court is also familiar with the Condominium and the litigants. The Court has ruled upon numerous motions and heard arguments from various owners. The condition of the Condominium is not in dispute. The disputed issues concern the ultimate fate of the Condominium (i.e., whether to terminate or to restore the Condominium) and how to accomplish those goals. As evidenced by the submissions in the Court File, the owners have been unable to reach consensus concerning certain fundamental matters such as the holding of a proper election for the board of directors of the Association. In addition to the financial troubles, this lack of consensus among the owners has contributed to the lack of any meaningful progress with the restoration of the Condominium.

The Court has also reviewed the *curriculum vitae* and related materials for Mr. Harry W. Collison, Jr. Mr. Collison, Jr. was also present at the August 3, 2018, hearing on the Motion. The Court finds him to be capable and willing to immediately assume the role of court appointed receiver and Termination Trustee.

CONCLUSIONS OF LAW:

Article XIX, Section G, Declaration of Condominium for Blossom Park, a Condominium, recorded in Book 6853, Page 1897, Official Records of Orange County, Florida (the "Declaration") defines "very substantial" damage as "loss or damage whereby 75% or more of the total unit space for the Condominium is rendered untenable." Since 100% of the units in the Condominium have been under condemnation by the County for more than three years, the Declaration's definition of *very substantial damage* has been met. Accordingly, the statute's less stringent standard of *substantial damage* is likewise satisfied. *See* Fla. Stat. §718.118. Even without the Declaration's guidance, the Court concludes that the present state of condemnation of the Condominium constitutes substantial damage.

Further, the damage to the Condominium complained of since the commencement of this action has not been repaired. The condition of the Condominium has actually worsened and is presently uninhabitable. The Association has no funds with which to make repairs. There is no plan to make repairs before the Court and a significant amount of time since the substantial damage occurred has lapsed. Accordingly, the Court concludes that the damage has not been repaired, reconstructed, or rebuilt within a reasonable period of time. *See* Fla. Stat. §718.118.

The Court further concludes that AIRGROUP USA, INC. as successor-in-interest to FENG is a Unit Owner entitled to the equitable relief of termination of the condominium pursuant to F.S. §718.118.

It is HEREBY ORDERED AND ADJUDGED:

1. The Motion is GRANTED.

2. The *ore tenus* Motion to Substitute Party is GRANTED *nunc pro tunc* to August 3, 2018. AIRGROUP USA, INC. is hereby substituted for FAN FENG as a party.

3. Termination of Condominium. The Condominium shall be deemed terminated pursuant to F.S. §718.118 effective upon the recording, in accordance with the requirements of Section 4 below, in the Public Records of Orange County, Florida (the "Public Records") of the Plan of Termination attached hereto as Exhibit A (the "Plan"). Except as expressly provided in this Order or in the Plan, the provisions of F.S. §718.117 and the termination provisions contained in the Declaration are not applicable to the termination of the Condominium. Capitalized terms not otherwise defined in this Order shall have the meaning given in the Plan.

4. Recordation of Plan. The Trustee (hereafter defined) shall execute the Plan in the same manner as a deed and shall record the Plan in the Public Records within two (2) business days after the entry of this Order by this Court.

5. Appointment of Termination Trustee. Harry W. Collison, Jr., 180 S. Knowles Ave., Ste. 3, Winter Park, FL 32789, is appointed as Termination Trustee ("Trustee") under the Plan. The powers of the Trustee shall be as set forth in the Plan. The Trustee may at any time upon prior notice to all parties to this action, apply to this Court for further or other instructions or powers in order to enable him to perform properly and legally the duties of the office of Trustee and to maintain, operate, preserve and protects the Condominium Property. The Trustee shall be entitled to payment of fees

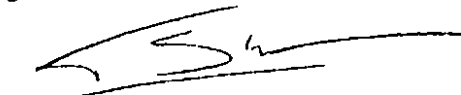
from the sale of the Condominium Property, with the priority set forth in the Plan, at his standard rate of \$300 per hour for his personal work and \$150 per hour for work of an associate. The Trustee shall further be entitled to reimbursement for all reasonable costs incurred in serving as Trustee and in implementing the Plan. The Trustee is hereby vested with the powers of a receiver in connection with the Condominium Property and is authorized to obtain receiver's certificates as are reasonably required or necessary to carry out and fulfill the Trustee's duties and obligations under the Plan.


6. Current Receiver. The current receiver, Mr. Rand Hunt ("Hunt"), is hereby removed as receiver and directed, within ten (10) days of the entry of this Order, to (i) file with this Court a final inventory and receiver report as specified in Rule 1.620, FCP (the "Final Report"); and (ii) deliver to the Trustee, a copy of the Final Report as well as all of the Association's property, including, without limitation, all keys and any other personal property, all paper and electronic records, all books, leases, licenses, insurance information, utility information, utility and security deposits, rent records, and every other document related to his receivership that Hunt has in his actual or constructive possession. Upon fulfillment of his obligations herein, Hunt is discharged.

The Court reserves jurisdiction to review all matters.
DONE AND ORDERED on this 20th day of August, 2018.

Sept

COPIES TO BE DISTRIBUTED
BY COUNSEL FOR AIRGROUP.


TRAVIS S. HALSTEAD
0612901


BOB LEBLANC
Circuit Judge

State of Florida, County of Orange
I hereby certify that the foregoing is a true and correct copy of the lastment filed in this office.
Confidential or sealed file. No longer removed per Rule 1.620, FCP.
Witness my hand and the Seal of the Court this 20th day of Sept 2018.
Tiffany Moore (Clerk, Circuit Court of Orange County)
Deputy Clerk



EXHIBIT A

PLAN OF TERMINATION FOR BLOSSOM PARK CONDOMINIUM

[attached]

This instrument was prepared by, and
after recording, return to:
Martha Anderson Hartley, Esq.
Baker, Donelson, Bearman, Caldwell
& Berkowitz, PC
200 S. Orange Avenue, Suite 2900
Orlando, Florida 32801

Note: This Plan of Termination relates to the Declaration of Condominium of Blossom Park, A Condominium, (the "Declaration") recorded in Book 6853, Page 1897 of the Public Records of Orange County, Florida (the "Public Records"), as amended.

PLAN OF TERMINATION OF BLOSSOM PARK CONDOMINIUM

Pursuant to Section 718.118, Florida Statutes, the following Plan of Termination of Blossom Park Condominium (the "**Plan**"), is adopted pursuant to the order of the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida (the "**Court**") dated September __, 2018, and issued in the matter of *Dorcas Greek, et. al. vs. Blossom Park Condominium Association, Inc.*, Case No: 2010-CA-022896-O (the "**Court Action**").

1. Condominium. Blossom Park Condominium (the "**Condominium**") was created by the Declaration and contains three hundred forty-five (345) residential Units and one (1) commercial Unit, all of which are more particularly described in the Declaration. Exhibit "A" attached hereto sets forth all of the Units currently comprising the Condominium and which are affected by this Plan. The Condominium does not include any timeshare units.

2. Defined Terms. All capitalized terms, if not otherwise defined herein, shall have the meaning set forth in the Declaration, or in the absence thereof, in the Florida Condominium Act (Chapter 718, Florida Statutes, as it exists on the date hereof).

3. Termination of the Condominium as Equitable Relief. In response to the petition in the Court Action by a Unit Owner for equitable relief pursuant to Section 718.118, Florida Statutes (the "**Equitable Relief Statute**") and, after hearings in the Court Action in which evidence and testimony were presented to the Court, the Court has found that the Condominium has suffered substantial damage which has not been repaired, reconstructed, or rebuilt within a reasonable period of time and has therefore ordered equitable relief in the form of termination of the Condominium. Although this Plan is not adopted under Section 718.117(3), Florida Statutes (the "**Termination Statute**"), the Plan does incorporate by specific reference some, but not all, of the procedures set forth in the Termination Statute, and, to the extent expressly referenced herein, such provisions of

the Termination Statute will apply to this Plan. In the event of any inconsistency between this Plan and any provision of the Termination Statute incorporated specifically herein, the terms of this Plan shall apply.

4. Termination Trustee. The termination trustee ("Trustee") under this Plan is Harry W. Collison, Jr., with a mailing address of 180 S. Knowles Ave., Ste. 3, Winter Park, FL 32789. Subject to the limitations set forth in this Plan, the Trustee shall have all of the powers and authority of a termination trustee as set forth in the Termination Statute and this Plan, including, but not limited to, (i) all of the powers and authority set forth in Sections 718.117(6) and 718.117(12) of the Termination Statute; (ii) all of the powers and authority of the Blossom Park Condominium Association, Inc. (the "Association") pursuant to the Declaration and 718.117(13) of the Termination Statute; (iii) the power and authority to protect, conserve, manage, sell or dispose of the Condominium Property pursuant to Section 718.117(14) of the Termination Statute without requiring the consent of any Unit Owner or Lienor (as hereafter defined); (iv) the power to convey by trustee's deed fee simple title in and to the Realty (as hereafter defined), free and clear of all mortgages or other liens encumbering the Units prior to the date of such deed, in accordance with the other terms of this Plan; and (v) all other powers and authority necessary to effectuate this Plan. Additionally, the Trustee shall have the following powers: (A) to hire and to pay an attorney, accountant, or management company to assist in the performance of the Trustee's duties, and to pay usual and customary trade payables of the Association; (B) to enjoin interference by Unit Owners or Lienors with the performance of his duties as Termination Trustee; (C) to obtain his own liability insurance; (D) to negotiate with any necessary governmental entities with respect to the Condominium Property; and (E) to list the Realty for sale with one or more licensed Florida commercial real estate brokers. Unless otherwise approved by the Court, the Trustee shall not have the authority to use Association funds or Sale Proceeds (hereafter defined) to cause repairs to the Condominium except to the extent required by law or deemed necessary by the Trustee to protect public safety.

5. Termination of the Condominium and Effective Date. Upon the recording of this Plan in the Public Records (the "Effective Date"), the Condominium shall automatically be deemed terminated pursuant to the Equitable Relief Statute. In accordance with the procedures set forth in Section 718.117(14) of the Termination Statute, upon the Effective Date, title to the Condominium Property (as hereafter defined) vests in the Trustee, and the Unit Owners become the beneficiaries of the proceeds realized from the Plan as further described herein. In accordance with the procedures set forth in Section 718.117(12)(d) of the Termination Statute, upon the Effective Date, liens that encumber a Unit shall automatically be transferred to the proceeds of sale of the Condominium Property attributable to such Unit in their same priority. Subject to the limitations set forth herein, the Trustee may deal with the Condominium Property or any interest therein as he sees fit, without requiring the consent of any Unit Owners or Lienors.

6. The Condominium Property. For purposes of the Plan, the "Condominium Property" shall mean the aggregate of the following:

(a) all property which was submitted to the condominium form of ownership pursuant to the Declaration, including, without limitation, any and all Units and/or Common Elements;

(b) any and all real property owned by the Association, including any and all improvements located on the real property (the property described in subparagraph (a) and (b) is sometimes collectively referred to herein as the "Realty");

(c) all equipment, machinery, vehicles, furnishings and items of personal property located on and used in the operation of the Realty and owned by the Association;

(d) all applicable licenses, permits, warranties, authorizations and approvals pertaining to ownership and/or operation of the Realty in the Association's or the Trustee's possession, if any;

(e) the Common Surplus, if any;

(f) any and all intangible rights of the Association affecting the Realty; and

(g) all contract rights pertaining to the ownership and operation of the Realty which are assignable and would affect the Property after conveyance by the Trustee, if any.

7. Determination of Unit Owners and Lienors. As soon as practicable after the Effective Date, the Trustee shall obtain a title search ("Title Search") of all of the Condominium Units, reflecting all owners of, and encumbrances on, the Units as of the Effective Date. The Trustee shall be entitled to rely on the Title Search to determine the record title holders of Units ("Holder(s) of Record") and the holders ("Lienors") of any liens encumbering the Units ("Liens") as of the Effective Date. If the Trustee is in doubt as to the Holder of Record or Lienor of any Unit, the Trustee may rely on advice from an independent attorney engaged by the Trustee or may seek a determination from the Court. If any Unit or Lien is conveyed, assigned, or otherwise transferred to a different party (a "Transferee") after the Effective Date, the Trustee shall not be required to treat such Transferee as a Holder of Record or Lienor, as the case may be, until and unless such Transferee provides a valid recorded deed or assignment or other evidence reasonably satisfactory to the Trustee that such Transferee is the then Holder of Record or Lienor, as the case may be.

The Association shall be considered the Holder of Record for all Units shown by the Title Search to be titled in the name of the Association and for any Units acquired by the Association subsequent to the Effective Date ("Association Units"). However, consistent with Section 12 below, the Association shall not be considered a Lienor with respect to any lien it holds against a Unit.

8. Interests of Unit Owners in Condominium Property. As provided for in Section 718.117(10)(c) of the Termination Statute, upon the Effective Date, the interests of the former Unit Owners in the Condominium Property, shall be the same as their respective interests in the Common Elements of the Condominium (their "Percentage Share(s)"), as set forth in Exhibit "C" to the Declaration as replaced by Exhibit "B" attached to the Amendment to Declaration of Condominium filed on February 25, 2004, in Book 7320, Page 330, of the Public Records.

9. Sale of the Condominium Property.

(a) Sale of Realty. As promptly as is feasible after the Effective Date, the Trustee shall list the Realty for cash sale with one or more licensed Florida real estate brokers at the

earliest date consistent with obtaining the best price. The Trustee shall not be required to obtain an independent appraisal of the Realty nor specify a specific sales price in the listing. After the Trustee has accumulated bona fide offers for the purchase of the Realty ("**Offers**"), the Trustee shall present the Offers to the Court along with his recommendations. Upon approval of an Offer by the Court, the Trustee shall be authorized to enter into a binding contract to sell the Realty ("**Sales Contract**") in accordance with the terms of the Offer. The Trustee may exercise his discretion in modifying the terms of any Sales Contract to deal with changed facts or circumstances or revelations of fact or law disclosed prior to closing the sale; provided, however, if any such modification would decrease the sale price by more than 20% or extend the closing date by more than 6 months, the Trustee shall obtain the approval of the Court prior to executing such an amendment to the Sales Contract.

(b) Sale of Other Condominium Property. The Trustee shall sell or otherwise dispose of all other Condominium Property at such time and for such price as the Trustee reasonably determines, and the proceeds thereof, shall be added to the proceeds from the sale of the Realty and distributed in accordance with this Plan.

(c) Distribution of Sale Proceeds. The proceeds from the sale of all Condominium Property ("**Sale Proceeds**") shall be used first to pay the expenses of sale, including, but not limited to, a reasonable broker's commission, transfer taxes, title searches, and attorneys' fees and costs. The remaining Sales Proceeds shall be distributed in the following priority:

(i) To pay the reasonable Trustee's fees and costs, including, but not limited to, attorneys' and accountants' fees and costs, the costs of securing and preserving the Condominium Property prior to sale, and a reasonable reserve to cover the costs of finalizing distributions pursuant to the Plan and winding up and dissolving the Association;

(ii) To pay lienholders of liens of the Association which have been consented to under Section 718.121(1), Florida Statutes;

(iii) To pay creditors of the Association holding a valid and enforceable claim, as their interests may appear; and

(iv) To pay Holders of Record the balance of the Sale Proceeds after paying the items described in subparagraphs (i) through (iii) above (the "**Net Sales Proceeds**") in accordance with their respective Distributable Shares (as hereafter defined), subject to satisfaction of Liens on each Unit in their order of priority.

(d) Insurance Proceeds or Condemnation Proceeds. During the implementation of this Plan, any insurance proceeds or condemnation proceeds that are not used for repair or reconstruction of the Condominium Property in accordance with this Plan or pursuant to order of the Court shall be added to the Net Sales Proceeds.

10. Interest of Unit Owners in Net Sales Proceeds. The interests of the Holders of Record in the Net Sales Proceeds shall be determined in the following manner:

(a) Net Sales Proceeds shall be allocated to all Units in accordance with their respective Percentage Shares;

(b) the total of the Net Sales Proceeds allocable to the Association Units shall be re-allocated to the other Holders of Record in accordance with their respective Percentage

Shares and then added to the amount determined in subparagraph (a) above to arrive at a **"Preliminary Allocable Share"** for each Unit (other than an Association Unit);

(c) any adjustment subsequently authorized by the Court (a **"Special Adjustment"**) in order to take into account specific facts applicable to a Unit, such as delinquent Association assessments or special assessments or other amounts paid to or for the benefit of the Association in excess of amounts paid by other Unit Owners, shall be made to the Preliminary Allocable Share to arrive at the **"Allocable Share"** for each Unit (other than an Association Unit).

11. Unit Costs to Be Offset. In accordance with Section 718.117(12)(e), the Trustee may setoff against, and reduce the Allocable Share of each Unit by the following amounts, which may include attorney fees and costs (collectively, **"Permitted Offsets"**):

(a) All unpaid ad valorem taxes, special tax assessments, or municipal liens with respect to a Unit (which withheld amounts the Trustee shall remit to the applicable taxing authority).

(b) All costs of clearing title to a Unit, including, but not limited to, locating Lienors, obtaining statements from such Lienors confirming the outstanding amount of any obligations of the Unit Owner, and filing suit to quiet title or remove title defects.

(c) All costs of removing a Unit Owner or such Owner's family members, guests, tenants, occupants, licensees, invitees or other persons (collectively, **"Invitees"**) from a Unit in the event such persons fail to vacate a Unit as required by the Trustee.

(d) All costs arising from, or related to, any breach of the Plan by a Unit Owner or his Invitees.

(e) All costs arising out of, or related to, the removal and storage of all personal property remaining in a Unit, other than personal property owned by the Association, so that the Unit may be delivered vacant and clear of the Unit Owner and his Invitees.

(f) All costs arising out of, or related to, the appointment and activities of a receiver or attorney ad litem acting for the Unit Owner if such Owner is unable to be located.

The Allocable Share of each Unit (other than an Association Unit), less Permitted Offsets, shall be the amount distributable pursuant to this Plan with respect to such Unit (the **"Distributable Share"**).

12. Status of Association and Association Liens. During the implementation of this Plan, the Association shall continue in existence solely to conclude its affairs, and all of its powers shall be exercised by the Trustee who is specifically authorized to prosecute and defend actions by or against it, collect and discharge obligations, dispose of and convey its property, collect and divide its assets, and otherwise to implement this Plan. Notwithstanding the foregoing, without the express order of the Court, during the implementation of this Plan, the Trustee, acting on behalf of the Association, shall not enact or collect assessments, record claims of lien against Units or the beneficial interests under this Plan, or prosecute actions to foreclose Association claims of lien

against the Units or the beneficial interests under this Plan. Any lien for unpaid assessments due to the Association existing as of the Effective Date shall be extinguished, released, waived, and discharged as of the Effective Date. Any assessment due the Association from any Unit Owner as of the Effective Date and any special assessments paid by some Unit Owners and not paid by others prior to the Effective Date shall be taken into account only as a Special Adjustment approved by the Court in accordance with Section 10(c) above.

13. Lienors of Units.

(a) In accordance with the procedures set forth in Section 718.117(3)(c)4. of the Termination Statute, the Trustee shall pay to Lienors, in the order of their priority, the amount that is necessary to satisfy their respective Lien, but not greater than such Unit's Distributable Share.

(b) Notwithstanding whether the Holder of Record is current in payment of assessments to the Association or other monetary obligations to the Association and current on any mortgage encumbering the Unit, the receipt by the holder of a mortgage on a Unit of such Unit's Distributable Share or the outstanding balance of the mortgage, whichever is less, shall be deemed to have satisfied the mortgage in full.

(c) Within thirty (30) days after written request from the Trustee, Lienors must deliver a statement to the Trustee confirming the outstanding amount of any Lien held with respect to the Unit.

14. Distributions

(a) Timing of Distributions. In accordance with Section 718.117(17)(d) of the Termination Statute, after determining that all known debts and liabilities of the Association have been paid or adequately provided for, the Trustee shall distribute the remaining assets of the Association pursuant to Section 9(c)(iv) hereof; provided, however, no distribution to the Holders of Record or Lienors shall be made until after any period for the presentation of claims ordered by the Court has elapsed.

(b) Notices. In accordance with Section 718.117(17)(b) of the Termination Statute, not less than thirty (30) days before the Trustee intends to make the first distribution of Net Sales Proceeds to Holders of Record, the Trustee shall deliver by certified mail, return receipt requested, a notice of the estimated distribution (a "**Distribution Notice**") to all Holders of Record and Lienors at their last known addresses, stating a good faith estimate of the amount of the distribution to be made to each Holder of Record and Lienor. No Holder of Record or Lienor shall be entitled to object to the Plan in general or to the total amount of the Distributable Share for a Unit but may object only to the manner in which the Distributable Share for a Unit is being allocated between the Holder of Record and any Lienor. Any such objection must be provided to the Trustee in writing within fifteen (15) days after the date the Distribution Notice was mailed. If a Holder of Record or Lienor files a timely written objection with the Trustee, the Trustee need not make the distribution indicated in the Distribution Notice until the Trustee has had a reasonable time to determine the validity of the adverse claim. In the alternative, the Trustee may interplead the Holder of Record(s) and Lienor(s), and any other person claiming an interest in the Unit or the Distributable Share, and deposit the Distributable Share in the registry of the appropriate court

having jurisdiction in Orange County, Florida. In an interpleader action, the Trustee and any prevailing party may recover reasonable attorney's fees and costs. If the Trustee does not receive a timely written objection to a Distribution Notice, the Trustee shall be free to distribute the Distributable Share in accordance with the good faith estimate shown in the Distribution Notice and shall have no liability to any party as a result of so doing.

(c) Escrow of Undistributed Amounts. If despite commercially reasonable good faith efforts, the Trustee has been unable to make distributions of Distributable Shares due to the lack of an address, a dispute described in subparagraph (b) above which has not been interpleaded, the inability to determine the amount of a Lien, or similar problems, prior to winding up his trusteeship and receiving a discharge from the Court, the Trustee shall deliver all undistributed Distributable Shares to the Clerk of the Court to be held and distributed in accordance with an order of the Court.

15. No Occupancy Rights. In light of the fact that the Condominium has been condemned by Orange County, Florida, no Unit Owner shall occupy or allow any Invitee to occupy a Unit during the implementation of this Plan.

16. Notice of Plan. Within thirty (30) days after the receipt of the Title Search, the Trustee shall deliver by certified mail, return receipt requested, notice that the Plan has been recorded to all Holders of Record (other than the Association) at their last known addresses and to all Lienors at the address shown in the recorded mortgage or other document evidencing the Lien. The notice shall include the book and page number of the public records in which the Plan was recorded and state that a copy of the Plan shall be furnished by the Trustee upon request.

17. Certificate of Termination. Immediately prior to the sale of the Realty, the Trustee shall file in the Public Records a certificate of termination or similar instrument evidencing that the Condominium has been terminated pursuant to F.S. §718.118 and removed from the Condominium Act, a certified copy of an order of this Court confirming the sale, and such other documents as are necessary or consistent with transferring title to the Realty, free and clear, to the purchaser of the Realty.

18. Reports. Each quarter following the Effective Date, the Trustee shall prepare and file with the Court a report setting forth the status and progress of the sale of the Realty and the termination, costs and fees incurred, the date the sale and/or termination is expected to be completed, and the current financial condition of the trusteeship. The report shall be filed by the twentieth (20th) day of the month following the end of the reporting period. The Trustee shall serve notice of filing the report on each of the parties and the attorneys of record for each of the parties in the Court Action. The notice of filing shall advise that the report is available upon request made to the Trustee.

Within ninety (90) days after the Effective Date, the Trustee shall provide to the Division of Florida Condominiums, Timeshares and Mobile Homes a certified copy of this Plan, as recorded, and the other information required by Section 718.117(15)(b) of the Termination Statute.

19. Winding up of Association. After the sale or disposition of the Condominium Property and the making of the distributions as required by the Plan, the Trustee shall dissolve the Association in accordance with the requirements of Chapter 617, Florida Statutes.

20. Change of Trustee. The Trustee may apply to the Court to resign as Trustee under this Plan in which case the party appointed by the Court shall become the substitute Trustee under the Plan. The Trustee may also be removed by order of the Court and replaced with a substitute Trustee at any time. Any such resignation, removal, or replacement of the Trustee shall not affect the validity of this Plan.

21. Severability and Construction. If any provision of this Plan is held to be invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remainder of this Plan. The language used in this Plan shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. This Plan shall be construed and enforced in accordance with Florida law, excluding its conflicts of law provisions.

22. Venue. Any legal proceeding under this Plan shall be brought in the Circuit Court for Orange County, Florida.

IN WITNESS WHEREOF, pursuant to the order of the Court, the Trustee has executed this Plan, in his capacity as Trustee and in his capacity as representative of the Court on behalf of each Unit Owner, and agrees to be bound by its terms.

[The remainder of this page is blank.]

IN WITNESS WHEREOF, the Trustee has executed this Plan as of the date set forth below.

Witness Signatures Below (two required):

TERMINATION TRUSTEE:

Printed Name: _____

By: _____

HARRY W. COLLISON, JR.

Printed Name: _____

Date: _____, 2018

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Harry W. Collison, Jr. in his capacity as Termination Trustee and as representative of the Court on behalf of each Unit Owner. Said person [] is personally known to me or [] produced _____ as identification.

AFFIX NOTARY STAMP OR SEAL:

Notary Public Signature on Above Line
Printed Name: _____
Notary Public, State of _____
My commission expires: _____

EXHIBIT "A"

Legal Description of All Units in the Condominium

BUILDING A:

UNITS 1102, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 2200, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 3300, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316;

BUILDING B:

UNITS 1118, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 2218, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 3318, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336;

BUILDING C:

UNITS 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1264, 1266, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266;

BUILDING D:

UNITS 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248;

BUILDING E:

UNITS 1218, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232;

BUILDING F:

UNITS 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216;

BUILDING G:

UNITS 1170, 1172, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187;

-and-

UNIT 1219;

-and-

COMMERCIAL UNIT NO. 1;

ALL OF BLOSSOM PARK, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 6853, PAGE 1897, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS APPURTENANT THERETO.