

**THIRD AMENDMENT TO
DISBURSEMENT ACCOUNT CONTROL AGREEMENT
(DISBURSEMENT ACCOUNT)**

This **THIRD AMENDMENT TO DISBURSEMENT ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT)** (this "Amendment No. 3") dated as of May 19, 2026 by and among **Haven View Escrow**, a California corporation ("Escrow Agent"), **Quality Management Group, Inc.** a California corporation ("QMG"), **San Bernardino County**, a political subdivision of the State of California ("Owner"), **Orangeshow Hospitality Inc.**, a California corporation ("Orangeshow"), **Community Action Partnership of San Bernardino County**, a California nonprofit corporation ("CAPSBC"), and **Gillamber LLC dba Senior Supper Services**, a limited liability company ("SSS"), amends the DISBURSEMENT ACCOUNT CONTROL AGREEMENT ("DACA") as follows:

RECITALS

WHEREAS, Owner, Escrow Agent, and QMG are parties to the DACA dated as of February 6, 2024, and as amended by the First Amendment dated as of April 23, 2024 ("Amendment No. 1") and by the Second Amendment dated as of February 25, 2025 ("Amendment No. 2"); and

WHEREAS, QMG provided property management services at the Pacific Village interim housing location, but QMG's services are no longer needed because the Pacific Village participants have transitioned from the location at 2626 Pacific Street San Bernardino to the Orangeshow while Pacific Village is undergoing construction; and

WHEREAS, the Community Development and Housing Department of the Owner ("CDH") will be providing direct oversight of Pacific Village operations; and

WHEREAS, the parties desire to further amend the DACA to (i) remove QMG as a party, (ii) add Orangeshow, CAPSBC, and SSS as parties with designated roles, and (iii) close the existing Escrow Account and establish three segregated escrow accounts for Permanent Local Housing Allocation ("PLHA") funds, California Emergency Solutions and Housing ("CESH") funds, and Participant Fees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- A. Capitalized terms used but not defined in this Amendment No. 3 have the meanings ascribed to them in the DACA, Amendment No. 1, Amendment No. 3, the Owner's contract with Orangeshow, the Owner's contract with CAPSBC, and the Owner's contract with SSS.
- B. Owner is providing funding ("Operating Funds") to fund the operating costs of Pacific Village while the participants are temporarily relocated during construction at the Property site.
- C. Removal of QMG; Conforming Changes.

- i. Removal of QMG. As of May 19, 2026, QMG is removed as a party to the DACA and shall have no further rights, duties, or obligations under the DACA.
- ii. Conforming Changes. All uses of the defined term “Agent” referring to QMG are deleted and are of no further or effect. To the extent necessary to preserve the operability of any provision following removal of QMG, references to “Agent” are deemed deleted and Owner’s existing approval, verification, notice and instruction rights under Article II continue to apply as set forth in the DACA as amended by this Amendment No. 3.

D. Addition of Parties; Roles; Conforming Provisions.

- i. Joinder. Each of Orangeshow, CAPSBC and SSS is hereby added as a party to the DACA and agrees to be bound by the DACA, as amended, to the extent of the rights and obligations applicable to its designated role as described in this Amendment No. 3.
- ii. Designated Roles. Orangeshow is designated as an additional Agent solely for purposes of preparing and submitting Applications for Payment/Draw Requests and receiving disbursements authorized by Owner in accordance with Article II. CAPSBC is designated as an additional Agent solely for purposes of preparing and submitting Applications for Payment/Draw Requests and receiving disbursements authorized by Owner in accordance with Article II. SSS is designated as an additional Agent solely for purposes of preparing and submitting Applications for Payment/Draw Requests and receiving disbursements authorized by Owner in accordance with Article II.
- iii. Escrow Agent Protections. The provisions of Article II Section 7 benefitting the Escrow Agent shall apply to Orangeshow, CAPSBC and SSS to the same extent as to the original parties.

E. Article I is hereby amended as follows:

Section 1. Owner Deposit. the Owner has disbursed or will disburse the Operating Funds to the Escrow Agent for the purpose of paying operating funds to Orangeshow, CAPSBC, and SSS.

Section 2. Use of Funds. The Operating Funds will be used exclusively for the payment of, or reimbursement for, approved operating costs that are needed for Pacific Village while the participants are temporarily relocated to the Orangeshow during construction, in accordance with the Approved Operating Budget. The Capitalized Operating Subsidy Reserve funds in the amount of \$747,344 will be used in accordance with California Emergency Solutions and Housing program (CESH), SB 2 Chapter 364, Statutes of 2017, for the costs of the interim sheltering services including laundry and meals for the participants during construction at the Pacific Village site and \$1,532,324.45 will be used in accordance with Permanent Local Housing Allocation Program (PLHA), SB 2 Chapter 364, Statutes of 2017 for the costs of the interim sheltering services including laundry and meals for the participants during construction at the Pacific Village site.

Section 3(a). The Accounts. Escrow Agent shall establish and maintain the following Escrow Accounts:

Name: Haven View Escrow/Trust Account/CESH Funds Account
Account No. 024379-MG

Name: Haven View Escrow/Trust Account/PLHA Funds Account
Account No. 024380-MG

Name: Haven View Escrow/Trust Account/Participant Fees Account*
Account No. 024381-MG

* The Participant Fees Account shall hold the funds from the Pacific Village participants. These funds are not part of the County budget and will be returned to participants either upon program exit or once the participant has secured permanent housing. In the event that any funds in the Participant Fees Account constitute unclaimed property shall be handled in accordance with applicable law, including escheat to the State of California to the extent and in the manner required by law.

Section 3(b). Security Interest in Items. All parties hereby agree that all proceeds of all items deposited in the CESH Fund Account and the PLHA Funds Account from time to time, together with all other funds received by Escrow Agent in the Accounts via wire transfer, ACH, merchant card transactions, and other electronic funds transfers, or otherwise, shall be held for the benefit of Owner. Any remaining funds in the CESH Funds Account and/or the PLHA Funds Account shall be returned to CDH upon completion of the construction activities at the Pacific Village site or held to support Phase II of the Pacific Village campus, at the direction of the Owner.

Section 3(c). Available Funds. All parties agree that withdrawals or transfers from the Escrow Accounts will not at any time exceed the available funds in each of the Escrow Accounts, as determined by Escrow Agent's current availability schedule and subject to Escrow Agent's right to place holds for uncollected funds.

Section 3(d). Monthly Report. All parties agree that Escrow Agent shall send, or make available at least a monthly, a report to Owner containing information specifying the amounts withdrawn and amounts on deposit in the Escrow Accounts for the previous month.

Section 4(a). Fees and Charges. To compensate Escrow Agent for performing the services described in this DACA, as amended, Owner agrees to pay the fees owed to Escrow Agent. Escrow Agent shall charge the Accounts for its fees and charges relating to the Account as set forth herein and shall include such fees in the monthly report required pursuant to Section 2.

Owner agrees that fees shall be limited as follows:

- (i) Wire transfer fees shall not exceed \$30 per wire transfer, for a total aggregate amount not to exceed \$810;
- (ii) Check processing fees for the Participant Fees Account shall not exceed \$25 per check, for total aggregate amount not to exceed \$475;
- (iii) Escrow holding fees for the Participant Funds Account shall not exceed \$1000; and
- (iv) Escrow holding fees for the PLHA Funds Account shall not exceed \$2,000.

In no event shall the total of these fees described herein exceed \$4,285.

Owner authorizes Escrow Agent to deduct and debit the Account for such approved fees. Any costs or charges not expressly set forth herein or that are uncertain or outside the scope of this Agreement shall require prior written approval from the County before being incurred or charged to the Account.

F. Article II is hereby amended as follows:

Section 1. Consistency with Agreements and Operating Activities. The Owner has approved the contracts with Orangeshow, CAPSBC and SSS and the operating costs. Notwithstanding anything to the contrary contained elsewhere in this DACA, as amended, the Escrow Agent shall have no obligation to make any disbursement for any work or operating costs, which are not required under the Agreements previously approved by Owner.

Section 2(a). Application for Payment. Disbursements of Operating Funds shall be made upon submission by Orangeshow, CAPSBC or SSS of a written itemized invoice or draw request in a form approved by Escrow Agent (subject to the Owner's consent) (the "Application for Payment" or "Invoice"). An Application for Payment shall be submitted not more frequently than once per month.

Section 4(c). Disapprovals. Based on the documentation of the operating costs for Pacific Village and the conditions precedent to making disbursements or payments pursuant to the terms in the agreements with Orangeshow, CAPSBC and SSS, the Owner may disapprove all or part of an Invoice/Application for Payment. In the event Owner disapproves any portion of the amount requested in an Application for Payment (the "disapproved amount"), Owner shall promptly provide written notice to the Escrow Agent and Orangeshow, CAPSBC or SSS of the disapproved amount and the reason therefor.

Section 7(b). By accepting or approving anything required to be performed or given to Escrow Agent under this DACA, as amended, including any invoice, application, or certificate, Escrow Agent shall not be deemed to have warranted or represented the sufficiency or legal effect of the same or of the information or conclusions contained therein, and no such acceptance or approval shall constitute a warranty or representation by Escrow Agent to anyone. Any meetings between or among Escrow Agent, Owner and/or Orangeshow, CAPSBC and/or SSS and their representatives, and any exchange of any information between and among such shall be solely for the benefit of Escrow Agent. Escrow Agent shall be fully protected in acting in reliance upon any documents, instrument, or agreement which Escrow Agent, in good faith, believes to be signed by the named party thereto. Escrow Agent shall in no event be responsible or liable to any person for the disbursement of, or failure to disburse, Funds or any part thereof.

G. Article II is hereby amended as follows:

Section 18. Notices. Notices to the newly added parties shall be given in accordance with Article III, Section 18 to the following:

- (4) If to Orangeshow:
1280 South E. Street
San Bernardino, CA 92408
Pradeep Patel, Owner
- (5) If to SSS:
Gillamber LLC dba Senior Supper Services
725 W. 36th Street
San Bernardino, CA 92405

- (6) If to CAPSBC:
696 S. Tippecanoe Ave
San Bernardino, CA 92408
Patricia Nickols-Butler, President and Chief Executive Officer

ELECTRONIC SIGNATURES. This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmissions), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Third Amendment to the Disbursement Account Control Agreement (Disbursement Account) to be duly executed as of May 19, 2026.

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NO. 3 TO DISBURSEMENT ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT)]

COUNTY:

SAN BERNARDINO COUNTY, a political subdivision of the State of California

By: _____
Dawn Rowe, Chair
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

LYNNA MONELL
Clerk of the Board of Supervisors

Deputy

APPROVED AS TO LEGAL FORM:

LAURA FEINGOLD
County Counsel

By: _____
Suzanne Bryant
Deputy County Counsel

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NO. 3 TO DISBURSEMENT
ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT)]

ESCROW AGENT:

HAVEN VIEW ESCROW, a California
corporation

By: _____

Name: Mary Gilreath _____

Title: Senior Escrow Officer and
Manager _____

Date: _____

Party:
Quality Management Group, Inc. a California
corporation

By: _____

Name: Tim Johnson _____

Title: President _____

Date: _____

Party:
Orangeshow Hospitality Inc, a California corporation

By: _____

Name: Pradeep Patel _____

Title: Owner _____

Date: _____

Party:
Community Action Partnership of San Bernardino County, a California nonprofit corporation

By: _____

Name: Patricia Nickols-Butler _____

Title: P r e s i d e n t a n d C h i e f
E x e c u t i v e O f f i c e r _____

Date: _____

Party:
Gillamber LLC dba Senior Supper Services, a limited liability company

By: _____

Name: Gilbert Medina _____

Title: C E O _____

Date: _____