

CITY OF YUBA CITY  
STAFF REPORT

**Date:** February 1, 2022  
**To:** Honorable Mayor & Members of the City Council  
**From:** Finance/IT Department  
**Presentation By:** Spencer Morrison, Finance Director

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**Summary**

**Subject:** Amend Certain Financing Documents Executed in 2020 in connection with a conduit financing for Ampla Health

**Recommendation:** Approve the attached Resolution approving the form and authorizing the execution of the following documents:

- A. First Amendment to First Installment Sale Agreement
- B. First Amendment to Second Installment Sale Agreement
- C. First Amendment to First Assignment Agreement

**Fiscal Impact:** Any costs will be borne by Ampla Health

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**Purpose:**

To amend certain financing documents executed in 2020 in connection with a conduit financing for Ampla Health.

**Council's Strategic Goal:**

This item addresses City Council's Strategic Goal of being business friendly.

**Background:**

In 2020, the City, as conduit issuer, assisted Ampla Health ("Ampla") in the financing and refinancing of capital improvements for Ampla. Certificates of participation were delivered and sold to First Foundation Bank (the "Purchaser") in a private placement transaction. To secure the Purchaser's investment, Ampla provided real estate security in several properties owned by Ampla.

**Analysis:**

Ampla requested that certain of the Properties pledged to secure the Purchaser be released from the transaction and to substitute certain other property. The Purchaser agreed to the substitution. The resolution approves the form and authorizes the City to execute amendments to certain documents executed in 2020 to facilitate the proposed property substitution.

**Fiscal Impact:**

Any costs will be borne by Ampla Health.

**Alternatives:**

Decline to approve and execute the amending documents.

**Recommendation:**

Staff recommends approval of the attached Resolution approving the form and authorizing the execution of the amending documents.

**Attachments:**

1. City Resolution
2. Corporation Resolution
3. First Amendment to First Installment Sale Agreement
4. First Amendment to First Assignment Agreement
5. First Amendment to Deed Of Trust - Butte County
6. First Amendment to Second Installment Sale Agreement
7. First Amendment to Second Assignment Agreement
8. First Amendment to Deed Of Trust - Sutter County
9. Amended Opinion

**Prepared By:**

Spencer Morrison  
Finance Director

**Submitted By:**

Diana Langley  
City Manager

## ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN  
AMENDMENTS TO DOCUMENTS EXECUTED IN CONNECTION WITH THE  
INSTALLMENT SALE FINANCING AND REFINANCING OF HEALTH FACILITIES  
FOR AMPLA HEALTH AND DIRECTING CERTAIN ACTIONS WITH RESPECT  
THERETO**

WHEREAS, in October of 2020, the City entered into a transaction to provide moneys for the financing and refinancing of health facilities for Ampla Health (the "Corporation"), a nonprofit, public benefit corporation created and existing under the laws of the State of California, and operating in the City;

WHEREAS, in connection therewith, the City entered into the following documents:

- (a) a Trust Agreement, by and among the City, the Corporation and U.S. Bank National Association, as trustee (the "Trustee");
- (b) a First Installment Sale Agreement, between the Corporation and the City (the "First Installment Sale Agreement");
- (c) a Second Installment Sale Agreement, between the City and the Corporation (the "Second Installment Sale Agreement"); and
- (d) a First Assignment Agreement, between the City and the Trustee (the "First Assignment Agreement").

WHEREAS, pursuant to the First Installment Sale Agreement, the Corporation sold certain real property and improvements to the City and, pursuant to the Second Installment Sale Agreement, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the First Installment Sale Agreement, the Second Installment Sale Agreement and the First Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Public Finance, as successor to First Foundation Bank, the sole Owner, has consented to such deletion and replacement, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

*Section 1.* The below-enumerated documents, substantially in the forms on file with the City Clerk, are hereby approved and the Mayor, the Vice Mayor, the City Manager or the Director of Finance is hereby authorized and directed to execute said agreements, with such changes, insertions and omissions as may be approved by any such official, after approval by legal counsel:

(a) a First Amendment to First Installment Sale Agreement, between the Corporation and the City;

(b) a First Amendment to Second Installment Sale Agreement, between the City and the Corporation; and

(c) a First Amendment to First Assignment Agreement, between the City and the Trustee.

*Section 2.* The Mayor, the Vice Mayor, the City Manager, the Director of Finance, the City Clerk and other appropriate officers of the City are hereby authorized and directed to prepare and execute such other documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution and the installment sale financing herein described.

*Section 3.* This resolution shall take effect immediately upon its adoption.

The foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

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Dave Shaw, Mayor

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUSEL FOR YUBA CITY

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Shannon Chaffin,  
City Attorney

## ATTACHMENT 2

**AMPLA HEALTH**

**RESOLUTION OF THE BOARD OF DIRECTORS OF AMPLA HEALTH  
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN  
AMENDMENTS TO DOCUMENTS EXECUTED IN CONNECTION WITH THE  
INSTALLMENT SALE FINANCING AND REFINANCING OF CERTAIN HEALTH  
FACILITIES AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Directors (the "Board") of Ampla Health (the "Corporation"), as follows:

WHEREAS, in October of 2020, the Corporation entered into a transaction to provide moneys for the financing and refinancing of health facilities for the "Corporation;

WHEREAS, in connection therewith, the Corporation entered into the following documents:

(a) a First Installment Sale Agreement between the Corporation and the City (the "First Installment Sale Agreement");

(b) a Second Installment Sale Agreement between the City and the Corporation (the "Second Installment Sale Agreement"), so long as the Second Installment Sale Agreement as finally executed, provides for a principal amount not exceeding \$10,000,000;

(c) a Second Assignment Agreement, between the Corporation and the Trustee;

(d) a Trust Agreement among the City, the Corporation and the Trustee; and

(e) deeds of trust relating to properties in Butte, Sutter and Yuba Counties.

WHEREAS, pursuant to the First Installment Sale Agreement, the Corporation sold certain real property and improvements to the City and, pursuant to the Second Installment Sale Agreement, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the First Installment Sale Agreement, the Second Installment Sale Agreement and the Second Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and



WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, it is hereby DETERMINED, as follows:

*Section 1.* The forms of the below-enumerated documents on file with the Secretary be and the same are hereby approved, and the Chair, the President & Chief Executive Officer or the Chief Financial Officer is hereby authorized and directed on behalf of the Corporation to execute and deliver said documents, with such changes, insertions and omissions as may be approved by the official executing the document, which execution and delivery shall constitute conclusive evidence of the Corporation's approval of any and all changes or revisions therein:

(a) a First Amendment to First Installment Sale Agreement between the Corporation and the City (the "First Installment Sale Agreement");

(b) a First Amendment to Second Installment Sale Agreement;

(c) a First Amendment to Second Assignment Agreement;

(d) a First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, relating to the Butte County Property; and

(e) a First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, relating to the Sutter County Property

*Section 2.* The Chair, the President & Chief Executive Officer, the Chief Financial Officer, the Secretary or any Assistant Secretary are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to consummate the execution, sale and delivery of the Certificates and the transactions contemplated in connection with the Installment Sale Financing and to carry out all of the provisions of such documents.

*Section 3.* This resolution shall become effective upon its passage and approval.

#### CERTIFICATION

This is to certify that the foregoing is a true copy of a resolution, as the resolution appears on the minute books of the Corporation, adopted by the Board of Directors of Ampla Health at a meeting of said Board held on \_\_\_\_\_, 2022, which was called and held pursuant to and with all notice required by law and the Bylaws of the Corporation and at which meeting a quorum was initially present and a majority of which was acting throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of Ampla Health this \_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_  
Secretary

## ATTACHMENT 3

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**FIRST AMENDMENT TO FIRST INSTALLMENT SALE AGREEMENT**

(Amending that certain First Installment Sale Agreement, dated as of October 1, 2020,  
by and between Ampla Health and the City of Yuba City)

**Dated as of February 1, 2022**

**by and between**

**AMPLA HEALTH**

**and the**

**CITY OF YUBA CITY**

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## **FIRST AMENDMENT TO FIRST INSTALLMENT SALE AGREEMENT**

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to First Installment Sale Agreement"), is by and between AMPLA HEALTH, a nonprofit public benefit corporation entity organized and existing under the laws of the State of California (the "Corporation"), and the CITY OF YUBA CITY, a municipal corporation and general law city organized and existing under the laws of the State of California, as lessee (the "City"), amending that certain First Installment Sale Agreement, dated as of October 1, 2020, by and between the Corporation and the City (the "First Installment Sale Agreement");

### **WITNESSETH:**

WHEREAS, the Corporation and the City entered into the First Installment Sale Agreement in connection with the financing and refinancing of capital projects for the Corporation (the "Project") where the Corporation sold certain real property and improvements to the City as described in Exhibit A thereto;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement permits amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to First Installment Sale Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to First Installment Sale Agreement, shall have the meanings given to those terms in the First Installment Sale Agreement.

Section 2. Amendment of the First Installment Sale Agreement.

(a) The following real property described in Exhibit A to the First Installment Sale Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the First Installment Sale Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to First Installment Sale Agreement, all terms and conditions of the First Installment Sale Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to First Installment Sale Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to First Installment Sale Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to First Installment Sale Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to First Installment Sale Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

AMPLA HEALTH

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CITY OF YUBA CITY, as Purchaser

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## ATTACHMENT 4

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**FIRST AMENDMENT TO FIRST ASSIGNMENT AGREEMENT**

(Amending that certain First Assignment Agreement, dated as of October 1, 2020,  
by and between the City of Yuba City and U.S. Bank National Association, as Trustee)

**Dated as of February 1, 2022**

**by and between the**

**CITY OF YUBA CITY**

**and**

**U.S. BANK NATIONAL ASSOCIATION**

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## FIRST AMENDMENT TO FIRST ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to First Assignment Agreement"), is by and between the CITY OF YUBA CITY, a municipal corporation and general law city organized and existing under the laws of the State of California, as lessee (the "City"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), amending that certain First Assignment Agreement, dated as of October 1, 2020, by and between the City and the Trustee (the "First Assignment Agreement");

### WITNESSETH:

WHEREAS, the City and the Trustee entered into the First Assignment Agreement in connection with the financing and refinancing of capital projects for Ampla Health (the "Corporation") where the City assigned its right to receive certain Installment Payments from the Corporation;

WHEREAS, pursuant to a First Installment Sale Agreement, dated as of October 1, 2020, the Corporation sold certain real property and improvements to the City and, pursuant to a Second Installment Sale Agreement, dated as of October 1, 2020, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the First Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to First Assignment Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to First Assignment Agreement, shall have the meanings given to those terms in the First Assignment Agreement.

Section 2. Amendment of the First Assignment Agreement.

(a) The following real property described in Exhibit A to the First Assignment Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the First Assignment Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to First Assignment Agreement, all terms and conditions of the First Assignment Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to First Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to First Assignment Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to First Assignment Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to First Assignment Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

CITY OF YUBA CITY, as Assignor

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee and Assignee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## ATTACHMENT 5

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
Attention: Brian D. Quint, Esq.

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**FIRST AMENDMENT TO DEED OF TRUST  
(Butte County)**

**WITH**

**ASSIGNMENT OF LEASES AND RENTS,**

**SECURITY AGREEMENT**

**AND FIXTURE FILING**

**by**

**AMPLA HEALTH**

**Dated as of February 1, 2022**

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**Relating to  
\$10,000,000  
CERTIFICATES OF PARTICIPATION  
Evidencing the Direct, Undivided Fractional Interests of the  
Owner Thereof in Purchase Payments to be Made by the  
CITY OF YUBA CITY, CALIFORNIA,  
As the Purchase Price of Certain Property  
Pursuant to a First Installment Sale Agreement with  
AMPLA HEALTH**

**FIRST AMENDMENT TO DEED OF TRUST  
WITH  
ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT  
AND FIXTURE FILING**

This FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of February 1, 2022, by AMPLA HEALTH, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as trustor (including its successors and assigns, "Trustor"), to FIDELITY NATIONAL TITLE COMPANY, as trustee ("Trustee"), for the benefit of U.S. Bank National Association, as trustee (including its successors and assigns "Certificate Trustee") for the holders of the Certificates (as defined below), and FIRST FOUNDATION BANK, each as beneficiary (including its successors and assigns, the "Bank"; and, together with Certificate Trustee, "Beneficiary") as the current holder of the Certificates, mending that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, modified or restated from time to time, hereinafter referred to as the "Deed of Trust"), dated as of October 1, 2020, by the Trustor, to the Trustee for the benefit of the Certificate Trustee and the Bank, as beneficiaries, recorded on October 9, 2020, as document 2020-0042181, in the Official Records of the County of Butte. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Deed of Trust.

The Deed of Trust is hereby amended by adding the following real property situated in Butte County, State of California, to Exhibit A of the Deed of Trust (known as 2800 Lincoln Boulevard):

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

IN WITNESS WHEREOF, Trustor has executed this Amendment on the day and year set forth above.

TRUSTOR:

AMPLA HEALTH

By \_\_\_\_\_  
Benjamin H. Flores, MPH  
President & Chief Executive Officer

## ATTACHMENT 6

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**FIRST AMENDMENT TO SECOND INSTALLMENT SALE AGREEMENT**

(Amending that certain Second Installment Sale Agreement, dated as of October 1, 2020,  
by and between the City of Yuba City and Ampla Health)

**Dated as of February 1, 2022**

**by and between the**

**CITY OF YUBA CITY**

**and**

**AMPLA HEALTH**

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## FIRST AMENDMENT TO SECOND INSTALLMENT SALE AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to Second Installment Sale Agreement"), is by and between the CITY OF YUBA CITY, a municipal corporation and general law city organized and existing under the laws of the State of California, as lessee (the "City"), and AMPLA HEALTH, a nonprofit public benefit corporation entity organized and existing under the laws of the State of California (the "Corporation"), amending that certain Second Installment Sale Agreement, dated as of October 1, 2020, by and between the City and the Corporation (the "Second Installment Sale Agreement");

### WITNESSETH:

WHEREAS, the City and the Corporation entered into the Second Installment Sale Agreement in connection with the financing and refinancing of capital projects for the Corporation (the "Project") where the City sold certain real property and improvements to the City, as described in Exhibit A thereto;

WHEREAS, the City and the Corporation have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the Second Installment Sale Agreement permits amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the City, the Corporation and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to Second Installment Sale Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to Second Installment Sale Agreement, shall have the meanings given to those terms in the Second Installment Sale Agreement.

Section 2. Amendment of the Second Installment Sale Agreement.

(a) The following real property described in Exhibit A to the Second Installment Sale Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the Second Installment Sale Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to Second Installment Sale Agreement, all terms and conditions of the Second Installment Sale Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to Second Installment Sale Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to Second Installment Sale Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to Second Installment Sale Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Corporation have caused this First Amendment to Second Installment Sale Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

CITY OF YUBA CITY, as Purchaser

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

AMPLA HEALTH

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## ATTACHMENT 7

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**FIRST AMENDMENT TO SECOND ASSIGNMENT AGREEMENT**

(Amending that certain Second Assignment Agreement, dated as of October 1, 2020,  
by and between the Ampla Health and U.S. Bank National Association, as Trustee)

**Dated as of February 1, 2022**

**by and between the**

**AMPLA HEALTH**

**and**

**U.S. BANK NATIONAL ASSOCIATION**

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## FIRST AMENDMENT TO SECOND ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to Second Assignment Agreement"), is by and between AMPLA HEALTH, a nonprofit public benefit corporation entity organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), amending that certain Second Assignment Agreement, dated as of October 1, 2020, by and between the Corporation and the Trustee (the "Second Assignment Agreement");

### WITNESSETH:

WHEREAS, the Corporation and the Trustee entered into the Second Assignment Agreement in connection with the financing and refinancing of capital projects for the Corporation where the Corporation assigned its right to receive certain Purchase Payments from the City of Yuba City (the "City");

WHEREAS, pursuant to a First Installment Sale Agreement, dated as of October 1, 2020, the Corporation sold certain real property and improvements to the City and, pursuant to a Second Installment Sale Agreement, dated as of October 1, 2020, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the Second Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to Second Assignment Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to Second Assignment Agreement, shall have the meanings given to those terms in the Second Assignment Agreement.

Section 2. Amendment of the Second Assignment Agreement.

(a) The following real property described in Exhibit A to the Second Assignment Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the Second Assignment Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to Second Assignment Agreement, all terms and conditions of the Second Assignment Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to Second Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to Second Assignment Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to Second Assignment Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to Second Assignment Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

AMPLA HEALTH, as Assignor

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee and Assignee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



## ATTACHMENT 8

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
Attention: Brian D. Quint, Esq.

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**FIRST AMENDMENT TO DEED OF TRUST  
(Sutter County)**

**WITH**

**ASSIGNMENT OF LEASES AND RENTS,**

**SECURITY AGREEMENT**

**AND FIXTURE FILING**

**by**

**AMPLA HEALTH**

**Dated as of February 1, 2022**

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**Relating to  
\$10,000,000  
CERTIFICATES OF PARTICIPATION  
Evidencing the Direct, Undivided Fractional Interests of the  
Owner Thereof in Purchase Payments to be Made by the  
CITY OF YUBA CITY, CALIFORNIA,  
As the Purchase Price of Certain Property  
Pursuant to a First Installment Sale Agreement with  
AMPLA HEALTH**

**FIRST AMENDMENT TO DEED OF TRUST  
WITH  
ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT  
AND FIXTURE FILING**

This FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of February 1, 2022, by AMPLA HEALTH, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as trustor (including its successors and assigns, "Trustor"), to FIDELITY NATIONAL TITLE COMPANY, as trustee ("Trustee"), for the benefit of U.S. Bank National Association, as trustee (including its successors and assigns "Certificate Trustee") for the holders of the Certificates (as defined below), and FIRST FOUNDATION BANK, each as beneficiary (including its successors and assigns, the "Bank"; and, together with Certificate Trustee, "Beneficiary") as the current holder of the Certificates, mending that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, modified or restated from time to time, hereinafter referred to as the "Deed of Trust"), dated as of October 1, 2020, by the Trustor, to the Trustee for the benefit of the Certificate Trustee and the Bank, as beneficiaries, recorded on October 8, 2020, as document 2020-0016038, in the Official Records of the County of Sutter. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Deed of Trust.

The Deed of Trust is hereby amended by deleting the following real property situated in Sutter County, State of California, described in Exhibit A to the Deed of Trust (known as 1000 Sutter Street):

PARCEL A-1:

PARCEL 1 AS SHOWN ON PARCEL MAP NO. 1073, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON OCTOBER 4, 2004, IN BOOK 7 OF PARCEL MAPS, AT PAGE 43.

APN: 51-550-039

PARCEL A-2:

A CROSS ACCESS EASEMENT OVER PARCEL 4 OF PARCEL MAP NO. 981, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DECEMBER 7, 2000, IN BOOK 6 OF PARCEL MAPS, AT PAGE 61.

IN WITNESS WHEREOF, Trustor has executed this Amendment on the day and year set forth above.

TRUSTOR:

AMPLA HEALTH

By \_\_\_\_\_  
Benjamin H. Flores, MPH  
President & Chief Executive Officer

## ATTACHMENT 9

## FORM OF OPINION OF SPECIAL COUNSEL

[Letterhead of Quint & Thimmig LLP]

February \_\_, 2022

City of Yuba City  
1201 Civic Center Boulevard  
Yuba City, CA 95993

Ampla Health  
935 Market Street  
Yuba City, CA 95991

U.S. Bank National Association  
One California Street, Suite 1000  
San Francisco, CA 94111

First Foundation Bank  
2233 Douglas Boulevard, Suite 300  
Roseville, CA 95661

Re: First Amendment to First Installment Sale Agreement, dated as of February 1, 2022, by and between Ampla Health and the City of Yuba City, amending that certain First Installment Sale Agreement, dated as of October 1, 2020, by and between Ampla Health and the City of Yuba City

First Amendment to Second Installment Sale Agreement, dated as of February 1, 2022, by and between the City of Yuba City and Ampla Health, amending that certain Second Installment Sale Agreement, dated as of October 1, 2020, by and between the City of Yuba City and Ampla Health

First Amendment to First Assignment Agreement, dated as of February 1, 2022, by and between the City of Yuba City and U.S. Bank National Association, as trustee, amending that certain First Assignment Agreement, dated as of October 1, 2020, by and between the City of Yuba City and U.S. Bank National Association, as trustee

First Amendment to Second Assignment Agreement, dated as of February 1, 2022, by and between Ampla Health and U.S. Bank National Association, as trustee, amending that certain Second Assignment Agreement, dated as of October 1, 2020, by and between Ampla Health and U.S. Bank National Association, as trustee

All relating to the \$10,000,000 Certificates of Participation Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Purchase Payments to be Made by the City of Yuba City, California, As the Purchase Price of Certain Property Pursuant to a First Installment Sale Agreement with Ampla Health

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Ladies and Gentlemen:

We have been requested to provide an opinion with respect to:

1. the First Amendment to First Installment Sale Agreement (the "First Amendment to First Installment Sale Agreement"), dated as of February 1, 2022, by and between Ampla Health (the "Corporation") and the City of Yuba City (the "City"), amending that certain First Installment Sale Agreement (the "First Installment Sale Agreement"), dated as of October 1, 2020, by and between the Corporation and the City;

- 
2. the First Amendment to Second Installment Sale Agreement (the "First Amendment to Second Installment Sale Agreement"), dated as of February 1, 2022, by and between the City and the Corporation, amending that certain Second Installment Sale Agreement (the "Second Installment Sale Agreement"), dated as of October 1, 2020, by and between the City and the Corporation
  3. the First Amendment to First Assignment Agreement (the "First Amendment to First Assignment Agreement"), dated as of February 1, 2022, by and between the City and U.S. Bank National Association, as trustee (the "Trustee"), amending that certain First Assignment Agreement (the "First Assignment Agreement"), dated as of October 1, 2020, by and between the City and the Trustee; and
  4. the First Amendment to Second Assignment Agreement (the "First Amendment to Second Assignment Agreement"), dated as of February 1, 2022, by and between the Corporation and the Trustee, amending that certain Second Assignment Agreement (the "Second Assignment Agreement"), dated as of October 1, 2020, by and between the Corporation and the Trustee.

In connection with the following opinions, we have reviewed the First Installment Sale Agreement, the Second Installment Sale Agreement, the First Assignment Agreement, the Second Assignment Agreement, the First Amendment to First Installment Sale Agreement, the First Amendment to Second Installment Sale Agreement, the First Amendment to First Assignment Agreement, the First Amendment to Second Assignment Agreement and such other information and documents as we consider necessary in the circumstances. As to questions of fact material to our opinion, we have relied upon such representations and other certifications of public officials and others furnished to us and such other documents as we deemed necessary in the circumstances, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, and without independent investigation, we are of the opinion, as of the date hereof, that:

(1) the First Amendment to First Installment Sale Agreement is a valid and binding amendment of the First Installment Sale Agreement;

(2) the First Amendment to Second Installment Sale Agreement is a valid and binding amendment of the Second Installment Sale Agreement;

(3) the First Amendment to First Assignment Agreement is a valid and binding amendment of the First Assignment Agreement;

(4) the First Amendment to Second Assignment Agreement is a valid and binding amendment of the Second Assignment Agreement;

(5) the amendments of the First Installment Sale Agreement and the Second Installment Sale Agreement comply with the provisions of the First Installment Sale Agreement and the Second Installment Sale Agreement, will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments.

This opinion is rendered solely for the benefit of the addressees hereof, and may not be relied upon by any other person without our prior written consent.

Respectfully submitted,