

EXECUTION COPY

PURCHASE AND SALE AGREEMENT

between

NYCTL 1998-2 TRUST,
Trust,

and

THE CITY OF NEW YORK,
Seller

Dated as of August 2, 2019

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

SECTION 1.01.	Definitions.....	1
SECTION 1.02.	Other Definitional Provisions.	4

ARTICLE II CONVEYANCE OF TAX LIENS

SECTION 2.01.	Conveyance of Tax Liens.	5
---------------	-------------------------------	---

ARTICLE III THE TAX LIENS

SECTION 3.01.	Representations and Warranties of the Seller with Respect to the Tax Liens.....	7
---------------	--	---

ARTICLE IV THE SELLER

SECTION 4.01.	Representations of City.....	10
SECTION 4.02.	Liability of City; Indemnities.....	11
SECTION 4.03.	Limitation on Liability.....	12

ARTICLE V MISCELLANEOUS

SECTION 5.01.	Amendment.....	13
SECTION 5.02.	Protection of Title; Misdirected Payments; Forbearance of In Rem Foreclosures.	13
SECTION 5.03.	Notices.	14
SECTION 5.04.	Assignment by the Seller.	15
SECTION 5.05.	Limitations on Rights of Others.....	15

SECTION 5.06.	Severability.	15
SECTION 5.07.	Separate Counterparts.	15
SECTION 5.08.	Headings.	15
SECTION 5.09.	Governing Law.	15
SECTION 5.10.	[Reserved].	16
SECTION 5.11.	Nonpetition Covenants.....	16
SECTION 5.12.	Information Provided to Property Owners.....	16
SECTION 5.13.	Limitation of Liability of Trustee and Seller.	16

SCHEDULES

SCHEDULE A	Schedule A Tax Liens
SCHEDULE B	Schedule B Tax Liens
SCHEDULE C	Bankruptcy Tax Liens
SCHEDULE D	Form of Tax Lien Purchase Agreement for Schedule B Tax Liens

PURCHASE AND SALE AGREEMENT, dated as of August 2, 2019 (this “Agreement”) between NYCTL 1998-2 TRUST, a Delaware statutory trust (the “Trust”), and THE CITY OF NEW YORK (the “City” or the “Seller”).

WHEREAS, the Trust desires to purchase from the Seller certain Tax Liens (as defined herein);

WHEREAS, the Seller desires to sell such Tax Liens to the Trust;

WHEREAS, the Trust will purchase such Tax Liens by providing to the City consideration in the form of cash and an increase in the value of the beneficial Ownership Interest in the Trust;

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

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Applicable Percentage”: As to any Tax Lien, 100% if the Lien-to-Value Ratio of such Tax Lien as of the applicable Sale Date is less than or equal to 50%, 80% if the Lien-to-Value Ratio of such Tax Lien as of the applicable Sale Date is greater than 50% and less than or equal to 100%, and 40% if the Lien-to-Value Ratio of such Tax Lien as of the applicable Sale Date is greater than 100%.

“Article 7 Tax Liens”: Those Tax Liens with respect to which litigation is pending challenging the amount, the enforceability or the validity of the lien, including tax certiorari proceedings brought pursuant to Article 7 of the Real Property Tax Law of the State.

“Bankruptcy Tax Liens”: The Tax Liens, including but not limited to the identified Bankruptcy Tax Liens listed in Schedule C hereto, with respect to which the related Property Owners were, as of the Sale Date, Bankrupt. There shall not be imposed or collected in connection with any Bankruptcy Tax Lien any penalty amounts, including, but not limited to, the 5% surcharge and any interest rate increases described in Section 11-332 of the Enabling Act.

“City”: The City of New York.

“Claim”: With respect to the Bankruptcy Tax Liens, the claim held by the City as defined in Section 101(5) of the United States Bankruptcy Code.

“Closing Date”: October 24, 2019, or such other date, not later than January 24, 2020, agreed to by the Seller and the Trust, on which date Consideration for the Tax Liens will be provided to the Seller.

“Consideration”: Cash or cash equivalent in immediately available funds, or other consideration acceptable to the Commissioner of Finance of the City of New York, or any combination thereof, in payment for the Tax Liens.

“DEP Initial Tax Liens”: Each Tax Lien relating to a property that is listed on Schedule A hereto under the caption CIS.

“DEP Subsequent Tax Liens”: Each Tax Lien relating to a property that is listed on Schedule B hereto under the caption CIS.

“Defective Tax Lien”: Any Tax Lien which is the subject of a notice given pursuant to Section 3.01(c)(ii) hereof and as to which the reason for such notice or listing has not been cured or remedied within 30 days of the Trust’s receipt of such notice or report.

“Defective Tax Lien Deposit Amount”: As to any Defective Tax Lien as of the date of calculation, the Applicable Percentage of the then current Redemptive Value thereof, increased by the amount of any Lien Administration Expenses incurred with respect thereto, whether or not recoverable, and reduced by the amount, if any, of Proceeds realized from the liquidation of such Defective Tax Lien.

“Deleted Tax Lien”: As defined in Section 3.01(d)(i) herein.

“DOF Initial Tax Liens”: Each Tax Lien relating to a property that is listed on Schedule A other than the DEP Initial Tax Liens.

“DOF Subsequent Tax Liens”: Each Tax Lien relating to a property that is listed on Schedule B other than the DEP Subsequent Tax Liens.

“Eligible Substitute Tax Lien”: One or more tax liens to be sold in exchange for one or more Deleted Tax Liens pursuant to the terms of Section 3.01(c) hereof that have the following characteristics: (a) the Redemptive Value with respect to such Tax Lien (or the aggregate thereof with respect to more than one such Tax Lien) shall be no greater than the Redemptive Value with respect to such Deleted Tax Lien (or the aggregate thereof with respect to more than one such Deleted Tax Lien); (b) the Property related to such Tax Lien or Liens shall be of like property tax class as the Property related to the Deleted Tax Lien or Liens (except that liens on Class 1 properties may be substituted for liens on Class 2 or Class 4 properties); (c) the Lien-to-Value Ratio with respect to such Tax Lien (or the weighted average thereof with respect to more than one such Tax Lien) shall not be greater than the Lien-to-Value Ratio of such Deleted Tax Lien (or the weighted average thereof with respect to more than one such Deleted Tax Lien) (A) if foreclosure proceedings have commenced with respect to such Deleted Tax Lien, as of the date such Deleted Tax Lien was acquired by the Trust and (B) otherwise as of the Substitution Date;

(d) the age of such Tax Lien (or the weighted average thereof with respect to more than one such Tax Lien) shall be equal to or less than the age of the Deleted Tax Lien (or the weighted average thereof with respect to more than one such Deleted Tax Lien) (except that there shall be no age limit if liens on Class 1 properties are being substituted for Class 2 or Class 4 properties); (e) such Tax Lien shall be in conformity with all representations and warranties set forth herein; and (f) with respect to such Tax Lien, foreclosure proceedings related thereto shall be able to be commenced no later than three years prior to December 31, 2026.

“Enabling Act”: Chapter 3 of Title 11 of the Administrative Code of the City.

“Lien”: Any security interest, lien, charge, pledge, equity or encumbrance of any kind, attaching to the interests of the Seller in and to the Tax Liens, whether or not as a result of any act or omission by the Seller.

“Officer’s Certificate”: A certificate signed by a Responsible Officer of the Seller or the Paying Agent and Custodian, as applicable.

“Opinion of Counsel”: One or more written opinions of counsel who may be an employee of or counsel to the Seller, which counsel shall be acceptable to the Trustee.

“Ownership Interest”: As defined in the Trust Agreement.

“Paying Agent and Custodian”: The Bank of New York Mellon, as Paying Agent and Collateral Agent and Custodian under the Paying Agent and Custody Agreement.

“Paying Agent and Custody Agreement”: The Second Amended and Restated Paying Agent and Custody Agreement, dated as of August 16, 2013, as amended and otherwise modified from time to time, among the Trust, the Servicers and the Paying Agent and Custodian.

“Proceeds”: With respect to any Tax Lien that is liquidated, the proceeds realized in connection with such liquidation without, for the avoidance of doubt, deducting therefrom any Lien Administration Expenses (as defined in each Servicing Agreement) incurred with respect to such Tax Lien.

“Redemptive Value”: With respect to any Tax Lien, Eligible Substitute Tax Lien or Deleted Tax Lien and any date of calculation, (i) the Tax Lien Principal Balance thereof plus all accrued interest thereon as of such date of calculation, exclusive of, in the case of the Bankruptcy Tax Liens where a Property Owner was Bankrupt as of the applicable Sale Date, the 5% surcharge and any interest rate increases pursuant to Section 11-332 of Chapter 3 of Title 11 of the City Admin. Code, the costs of notice and advertisement and any other penalty amounts, or (ii) in the case of a Tax Lien that has been the subject of a judicial modification in a Bankruptcy Proceeding, the amount fixed by the applicable bankruptcy court.

“Responsible Officer”: (i) with respect to the Seller, the Commissioner or Acting Commissioner of Finance, the First Deputy Commissioner of Finance, any Deputy Commissioner

or Assistant Commissioner of Finance, the Tax Lien Ombudsperson and any other person designated by the Commissioner of Finance to act for and on behalf of the Commissioner of Finance in the exercise of all functions, powers and duties which the Commissioner of Finance may have pursuant to Chapter 3 of Title 11 of the City Admin. Code, the Director of Management and Budget, any Deputy Director of Management and Budget or any other official of the Seller customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any other official to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject and (ii) with respect to the Paying Agent and Custodian and the Servicers, the officer of such party assigned the responsibility for the performance of its duties in connection with the transaction contemplated herein.

"Sale Date": With respect to (i) the Schedule A Tax Liens that are (A) DOF Initial Tax Liens, August 2, 2019, and (B) DEP Initial Tax Liens, August 13, 2019, and (ii) the Schedule B Tax Liens that are (A) DOF Subsequent Tax Liens, August 28, 2019, and (B) DEP Subsequent Tax Liens, September 5, 2019, unless the parties hereto agree to another date, but not later than October 31, 2019.

"Schedule A Tax Liens": Any "tax lien" as defined in Section 11-301 of the City Admin. Code transferred to the Trust on the applicable Sale Date, which shall not include (A) any Tax Lien designated by the City after the applicable Sale Date and prior to the Closing Date that will not be transferred to the Trust; provided, however, that the aggregate applicable Sale Date Redemptive Value of all such designated Tax Liens shall not exceed 10% of the aggregate applicable Sale Date Redemptive Value of the applicable Tax Liens prior to giving effect to such designations and (B) in the case of a Bankruptcy Tax Lien, any penalty amounts, including, but not limited to, the 5% surcharge and any interest rate increases described in Section 11-332 of the Enabling Act. The Schedule A Tax Liens relate to the properties listed in Schedule A hereto.

"Schedule A Tax Lien Consideration": The Consideration furnished by the Trust to the Seller for the Schedule A Tax Liens.

"Schedule B Tax Liens": Any "tax lien" as defined in Section 11-301 of the City Admin. Code transferred to the Trust on the applicable Sale Date, unless the parties hereto agree to another date, but not later than January 24, 2020, which shall not include (A) any Tax Lien designated by the City after the applicable Sale Date and prior to the Closing Date that will not be transferred to the Trust; provided, however, that the aggregate applicable Sale Date Redemptive Value of all such designated Tax Liens shall not exceed 10% of the aggregate applicable Sale Date Redemptive Value of the applicable Tax Liens prior to giving effect to such designations and (B) in the case of a Bankruptcy Tax Lien, any penalty amounts, including, but not limited to, the 5% surcharge and any interest rate increases described in Section 11-332 of the Enabling Act. The Schedule B Tax Liens relate to the properties listed in Schedule B hereto.

"Schedule B Tax Lien Consideration": The Consideration furnished by the Trust to the Seller for the Schedule B Tax Liens.

“Seller”: The City of New York as seller of the Tax Liens.

“Servicer”: Each of MTAG Services, LLC, or Tower Capital Management, LLC, in its respective role as a Servicer under the applicable Servicing Agreement, or any successor of either.

“Servicing Agreement”: That certain Servicing Agreement, dated as of August 16, 2013, by and among the Trust, MTAG Services, LLC, as Servicer, and the Paying Agent and Custodian, or that certain Servicing Agreement, dated as of August 16, 2013, by and among the Trust, Tower Capital Management, LLC and the Paying Agent and Custodian, as applicable.

“State”: The State of New York.

“Substitution Date”: January 1, April 1, July 1 and October 1 of each year, commencing January 1, 2020.

“Tax Liens”: Any Schedule A Tax Lien or Schedule B Tax Lien, and including, with respect to any Bankruptcy Tax Lien, the related Claim.

“Tax Lien Certificate”: With respect to any Tax Lien, the “tax lien certificate” evidencing such Tax Lien, as defined in Section 11-301 of the Administrative Code of the City which may include a global tax lien certificate relating to more than one Tax Lien. If a global tax lien certificate is delivered, the Seller shall, upon request, cooperate with the Trust in exchanging such global certificate for confirmatory individual tax lien certificates.

“Tax Lien File”: With respect to any Tax Lien, the file relating to such Tax Lien, including but not limited to the related Tax Lien Certificate.

“Trust”: The NYCTL 1998-2 Trust, a Delaware statutory trust, or any successor thereto.

“Trust Agreement”: The Second 2018 Amended and Restated Declaration and Agreement of Trust relating to the Trust, dated as of October 31, 2018, by and between the Trustee and the City, as such agreement may be amended and restated pursuant to the provisions thereof.

“Trust Officer”: With respect to the Trustee, any officer in the Global Capital Markets Department of the Trustee with direct responsibility for the administration of the Trust Agreement and the other Transaction Documents on behalf of the Trustee.

“Trustee”: Wilmington Trust Company, as trustee of the Trust under the Trust Agreement, and any successor trustee thereunder.

SECTION 1.02. Other Definitional Provisions.

(a) Capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in the Paying Agent and Custody Agreement and the Servicing Agreements, as applicable.

(b) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(c) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(d) The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation”.

(e) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(f) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (i) in the case of agreements or instruments, references to all attachments thereto and instruments incorporated therein, and (ii) in the case of statutes, any successor statutes; references to a Person are also to its permitted successors and assigns.

(g) The phrases “to the knowledge of the Seller/City,” “to the Seller’s/City’s knowledge,” “to the best knowledge of the Seller/City” or other similar phrase used herein or in any certificate delivered pursuant hereto, shall mean that a Responsible Officer had actual knowledge with respect to the information referred to in connection with such phrase.

ARTICLE II

CONVEYANCE OF TAX LIENS

SECTION 2.01. Conveyance of Tax Liens. (a) In consideration of (i) the Trust’s promise to deliver on the Closing Date to or upon the order of the Seller cash, in immediately available funds, and (ii) an increase in the value of the beneficial Ownership Interest in the Trust in accordance with the Trust Agreement, as determined by the Commissioner of Finance of the City of New York, the Seller does hereby sell, transfer, assign, set over and otherwise convey to

the Trust, without recourse (subject to the obligations herein), in accordance with applicable law, all right, title and interest of the Seller on the applicable Sale Date for the Schedule A Tax Liens, whether now owned or hereinafter acquired, in and to:

- (A) the Schedule A Tax Liens;
- (B) all payments representing Collections in respect of the Schedule A Tax Liens, to the extent such Collections have not previously been applied by the Seller to reduce the Tax Lien Principal Balance of the Schedule A Tax Liens prior to the applicable Sale Date for the Schedule A Tax Liens; and
- (C) the proceeds of any and all of the foregoing.

The Trust hereby promises to furnish to the Seller on the Closing Date, (a) cash, in immediately available funds, and (b) the increased beneficial Ownership Interest in the Trust in accordance with the Trust Agreement, as determined by the Commissioner of Finance of the City of New York, against delivery of the related Tax Lien Certificates for the Schedule A Tax Liens on the Closing Date by the Seller to the Trust or its designee.

(b) In consideration of (i) the Trust's promise to deliver on the Closing Date to or upon the order of the Seller cash, in immediately available funds, and (ii) an increase in the value of the beneficial Ownership Interest in the Trust in accordance with the Trust Agreement, as determined by the Commissioner of Finance of the City of New York, the Seller does hereby sell, transfer, assign, set over and otherwise convey to the Trust, without recourse (subject to the obligations herein), in accordance with applicable law, all right, title and interest of the Seller on the applicable Sale Date for the Schedule B Tax Liens (pursuant to a tax lien purchase agreement in substantially the form attached as Schedule D hereto), whether now owned or hereinafter acquired, in and to:

- (A) the Schedule B Tax Liens;
- (B) all payments representing Collections in respect of the Schedule B Tax Liens, to the extent such Collections have not previously been applied by the Seller to reduce the Tax Lien Principal Balance of the Schedule B Tax Liens prior to the applicable Sale Date for the Schedule B Tax Liens; and
- (C) the proceeds of any and all of the foregoing.

The Trust hereby promises to furnish to the Seller on the Closing Date, (a) cash, in immediately available funds, and (b) the increased beneficial Ownership Interest in the Trust in accordance with the Trust Agreement, as determined by the Commissioner of Finance of the City of New York, against delivery of the related Tax Lien Certificates for the Schedule B Tax Liens on the Closing Date by the Seller to the Trust or its designee.

(c) In the event of a breach by the Trust of its obligation to pay the cash portion of the purchase price of the Tax Liens, the Trust shall promptly (i) reconvey the Tax Liens to the Seller and (ii) cause the Paying Agent and Custodian to distribute all Collections relating to the Tax Liens on deposit in the Collection Account (a) first, to pay to the Servicers and the Paying Agent and Custodian, on a pro rata basis, any fees and expenses due and owing with respect to the Tax Liens accrued through such date of reconveyance of the Tax Liens and (b) second, any remaining amounts to the Seller. In addition, the Seller may exercise any remedies available to it at law or in equity as a result of such breach. In the event of a breach by the Seller of its obligation to deliver the applicable Tax Lien Certificates representing the Tax Liens to the Trust on the Closing Date, the Trust may exercise any remedies available to it at law or in equity as a result of such breach.

ARTICLE III

THE TAX LIENS

SECTION 3.01. Representations and Warranties of the Seller with Respect to the Tax Liens.

(a) The Seller hereby represents and warrants that (1) as of the Closing Date, the information required to be set forth in the Tax Lien Schedule for the Schedule A Tax Liens and the Tax Lien Schedule for the Schedule B Tax Liens will be correct in all material respects as of the applicable Sale Date, and (2) as to each Tax Lien transferred hereunder, as of the applicable Sale Date:

- (i) The Seller was the sole owner and holder of such Tax Lien;
- (ii) The Seller had full right and authority to sell such Tax Lien;
- (iii) The Seller sold such Tax Lien free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer of any nature encumbering such Tax Lien (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged on the Closing Date by the application of the proceeds of the sale thereof;
- (iv) The sale of such Tax Lien by the Seller did not contravene or conflict with any laws, rules or regulations or any contractual or other restriction, limitation or encumbrance applicable to the Seller;
- (v) Such Tax Lien arose by operation of state law and the Enabling Act and was a legal, valid, binding and enforceable lien on the related Property and an enforceable obligation of the related Property Owner to pay the Redemptive Value thereof, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(vi) To the knowledge of the Seller, without inquiry, the unpaid real property taxes, assessments, sewer rents, sewer surcharges, and water rents included in such Tax Lien represented a first priority lien on the underlying Property, subject only to Subsequent Taxes and Assessments, and other charges included in such Tax Lien represented a first priority lien on the underlying Property subject only to Subsequent Taxes and Assessments and to the lien of such unpaid real property taxes, assessments, sewer rents, sewer surcharges, and water rents on the underlying Property, and, except in each case with respect to a Bankruptcy Tax Lien, such Bankruptcy Tax Lien may have been subordinated to the lien of other creditors under the provisions of the Bankruptcy Code, including but not limited to Section 724(b) thereof; any tax liens that rank pari passu with the unpaid real property taxes, assessments, sewer rents, sewer surcharges, or water rents included in such Tax Lien have been identified on the Tax Lien Schedule;

(vii) To the knowledge of the Seller, without inquiry, such Tax Lien had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(viii) To the knowledge of the Seller, without inquiry, such Tax Lien had not been compromised, adjusted or modified (including by extension of time or payment or the granting of any discounts, allowances or credits);

(ix) To the knowledge of the Seller, without inquiry, such Tax Lien was not subject to a foreign government's diplomatic immunity from enforcement or bilateral treaty with the United States of America;

(x) Except with respect to the Article 7 Tax Liens, to the knowledge of the Seller, without inquiry, no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Tax Lien;

(xi) To the knowledge of the Seller, without inquiry, such Tax Lien did not encumber a multiple dwelling owned by a company organized pursuant to Article XI of the private housing finance law that is a residential condominium or residential cooperative;

(xii) To the knowledge of the Seller, without inquiry, with respect to all Bankruptcy Tax Liens, the Seller had filed appropriate and timely proofs of claim and up to the Sale Date had taken all other necessary actions to preserve and maintain the related claims; and

(xiii) To the knowledge of the Seller, without inquiry, none of the Tax Liens were related to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to October 22, 1994.

(b) [Reserved].

(c) (i) It is understood and agreed that the representations and warranties set forth in this Section 3.01 shall survive delivery of the respective Tax Lien Files to the Paying Agent and Custodian, and shall inure to the benefit of the Trust.

(ii) Upon discovery by the Seller, the Trust, a Responsible Officer of the Paying Agent and Custodian or any Servicer of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier therein) that materially and adversely affects the value of any Tax Lien, the party discovering such breach shall give prompt written notice to the other parties. By way of illustration and not limitation, it is understood and agreed that amounts due with respect to an Article 7 Tax Lien may be reduced as a result of changes in assessed value, changes in the property tax classification or changes in any applicable exemptions of the related Property pursuant to a tax certiorari proceeding. The rights of the parties hereto shall be governed as if any such reduction constitutes a breach by the Seller of its representation and warranty as to the Redemptive Value as of the Sale Date of the related Tax Lien.

(iii) As to any Defective Tax Lien, on or prior to the next Substitution Date occurring no earlier than 90 days following the day on which such Tax Lien becomes a Defective Tax Lien, the Seller shall, at its option, either (A) cure such breach; (B) deposit to the appropriate Issuer Lockbox, in immediately available funds, the Defective Tax Lien Deposit Amount; or (C) deliver to the Paying Agent and Custodian an Eligible Substitute Tax Lien or Liens, and deposit to the appropriate Issuer Lockbox the Substitution Amount, if any, which the Paying Agent and Custodian shall deposit into the Collection Account. The obligations of the Seller under this Section 3.01(c)(iii) shall constitute the sole remedies available to the Trust with respect to a Defective Tax Lien.

(iv) In the event of (1) the occurrence of an event set forth in clause (C) of Section 3.01(c)(iii), the Paying Agent and Custodian shall deliver an Officer's Certificate to the Seller, the Trust and the Servicers acknowledging the receipt by such party of the original Tax Lien Certificate with respect to such Eligible Substitute Tax Lien and, if applicable, shall deliver any Officer's Certificate to the Seller and the Trust, acknowledging the receipt by the Paying Agent and Custodian of the Substitution Amount and the deposit of such sums into the Collection Account; or (2) the occurrence of an event set forth in clause (B) of Section 3.01(c)(iii), the Paying Agent and Custodian shall deliver an Officer's Certificate to the Seller and the Trust, acknowledging the receipt by the Paying Agent and Custodian of the sums required thereby and the deposit of such sums into the Collection Account. The Paying Agent and Custodian shall thereupon release or cause to be released to the Seller the related Tax Lien File and shall execute and deliver at the expense of the Trust such instruments of release, transfer or assignment as shall be requested by the Seller to vest in the Seller all right, title and interest to such related Tax Lien, and the Paying Agent and Custodian shall have no further rights or responsibility with regard to such Tax Lien File.

(d) (i) On and after the Substitution Date, the Trust shall be entitled to all Collections related to the Eligible Substitute Tax Lien and shall have no right to, and shall promptly pay over to the Seller, all collections that may be received by any Servicer related to any Defective Tax Lien that had been substituted for pursuant to the terms of said Section 3.01(c) (each a “Deleted Tax Lien”).

(ii) On, or as soon as practicable after, any Substitution Date, the Paying Agent and Custodian shall give notice to the Servicers of the substitutions and deletions that have taken place on such date and the Paying Agent and Custodian shall amend the Tax Lien Schedule to reflect the removal of such Deleted Tax Lien and the substitution of the Eligible Substitute Tax Lien or Liens.

(iii) As of such Substitution Date, such Eligible Substitute Tax Lien or Liens shall be subject to the terms of this Agreement, the Servicing Agreements and the Paying Agent and Custody Agreement in all respects, the Tax Lien Schedule shall be amended accordingly, and the Seller shall be deemed to have made with respect to such Eligible Substitute Tax Lien, as of the Substitution Date, the representations and warranties set forth in Section 3.01(a) hereof (with the Substitution Date deemed the Sale Date for this purpose).

(iv) If any Tax Lien becomes a Defective Tax Lien solely as a result of the discovery of an error in the Redemptive Value thereof as of the Sale Date (or applicable Substitution Date), then such Tax Lien, at its reduced Redemptive Value, shall be deemed to be an Eligible Substitute Tax Lien for all purposes of this Agreement.

(e) The Seller shall not be liable to the Paying Agent and Custodian or the Servicers for any loss, cost or expense resulting solely from the failure of the Paying Agent and Custodian or any Servicer to promptly notify the Seller upon the discovery by a Responsible Officer of any such entity of a breach of any representation or warranty contained herein as required by Section 3.01(c)(ii) hereof.

ARTICLE IV

THE SELLER

SECTION 4.01. Representations of City. The City, as Seller, makes the following representations on which the Trust is deemed to have relied in acquiring the Tax Liens. The representations speak as of each Sale Date and as of the Closing Date, and shall survive the sale of the Tax Liens to the Trust.

(a) Power and Authority. The City is validly existing as a municipal corporation under the laws of the State of New York, including the Constitution of the State of New York, with full power and authority to execute and deliver this Agreement and to carry out its terms; the City has full power, authority and legal right to sell and assign the Tax Liens (and, with respect to any

Eligible Substitute Tax Lien, will have such power, authority and legal right as of the applicable Substitution Date) to the Trust and the City shall have duly authorized such sale and assignment to the Trust by all necessary action; and the execution, delivery and performance of this Agreement has been duly authorized by the City by all necessary action.

(b) Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms, except to the extent that the enforceability thereof is subject to (a) the overriding State interest in promoting the health, safety and welfare of the people of the State, (b) bankruptcy, insolvency, moratorium or other similar laws validly enacted and applicable to the enforcement of creditors' rights, and (c) general principles of equity regardless of whether the enforcement of a particular remedy is considered in a proceeding at law or in equity.

(c) No Violation. The consummation by the City of the transactions contemplated by the Transaction Documents and the fulfillment of the terms hereof and thereof do not, to the City's knowledge, in any material way conflict with, result in any material breach of any of the material terms and provisions of, nor constitute (with or without notice or lapse of time) a material default under any indenture, agreement or other instrument to which the City is a party or by which it shall be bound; nor violate any law or, to the City's knowledge, any order, rule or regulation applicable to the City of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the City.

(d) No Proceedings. To the City's knowledge, there are no material proceedings or investigations pending against the City, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Seller: (i) asserting the invalidity of any of the Transaction Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated by any of the Transaction Documents, or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of any of the Transaction Documents.

SECTION 4.02. Liability of City; Indemnities. The City shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the City under this Agreement:

The City shall indemnify, defend and hold harmless the Trust, the Trustee (including in its individual capacity), the Paying Agent and Custodian and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person through, the negligence, willful misfeasance or bad faith of the City, in its capacity as Seller, in the performance of its duties under this Agreement or by reason of reckless disregard of its obligations and duties under this Agreement.

The City shall indemnify, defend and hold harmless the Trustee (including in its individual capacity), the Paying Agent and Custodian and their respective officers, directors, employees and agents from and against all costs, expenses, losses, claims, damages and liabilities arising out of

or incurred in connection with the acceptance or performance of the trusts and duties herein and in the Trust Agreement contained, in the case of the Trustee, and in the Servicing Agreements contained, in the case of the Paying Agent and Custodian, except to the extent that such cost, expense, loss, claim, damage or liability: (i) in the case of the Trustee, shall be due to the willful misfeasance, bad faith or negligence of the Trustee or, in the case of the Paying Agent and Custodian, shall be due to the willful misfeasance, bad faith or negligence of the Paying Agent and Custodian; or (ii) in the case of the Trustee, shall arise from the breach by the Trustee of any of its representations or warranties set forth in Section 7.05 of the Trust Agreement.

At the option of the City and absent any conflict of interest, any indemnified party shall be represented by the Law Department of the City with respect to any litigation brought by or against such indemnified party or its officers, directors or employees with respect to any claims, damages, judgments, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder. Indemnification under this Section shall survive the resignation or removal of the Trustee or the Paying Agent and Custodian, the termination of the Trust or the Trust Agreement and the termination of this Agreement and shall include reasonable fees and expenses of counsel and expenses of litigation. If the City shall have made any indemnity payments pursuant to this Section and the Person to or on behalf of whom such payments are made thereafter shall collect any of such amounts from others, such Person shall promptly repay such amounts to the City, without interest.

SECTION 4.03. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action that shall not be related to its obligations under this Agreement, and that in its opinion may involve it in any expense or liability.

(b) Neither the Seller nor any of the officers or employees or agents of the Seller shall be under any liability to the Trust, except as provided under this Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement or for errors in judgment; provided, however, that this provision shall not protect the Seller or any such person against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of duties or by reason of reckless disregard of obligations and duties under this Agreement.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Amendment. This Agreement may be amended by the Seller and the Trust (a) to cure any ambiguity, (b) to correct or supplement any provisions in this Agreement, (c) to correct or amplify the description of the Tax Liens, (d) to add additional

covenants for the benefit of the Trust or (e) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Agreement; provided, however, that no amendment limiting the obligations of the City under Section 4.02 hereof shall be made without the consent of the Servicers or without the consent of the Trustee.

Prior to the execution of any amendment to this Agreement, the Trustee shall be entitled to receive and rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement. The Trustee and the Paying Agent and Custodian may, but shall not be obligated to, enter into any such amendment which affects the Trustee's or the Paying Agent and Custodian's, as applicable, own rights, duties or immunities under this Agreement or otherwise.

SECTION 5.02. Protection of Title; Misdirected Payments; Forbearance of In Rem Foreclosures.

(a) The Seller shall take all actions as may be required by law fully to preserve, maintain, defend, protect and confirm the interest of the Trust in the Tax Liens and in the proceeds thereof, including, without limitation, the assumption of the defense of Legal Challenges (as defined in Section 2.01(c) of each Servicing Agreement).

(b) As promptly as practicable after the applicable Sale Date, and in any event by no later than the Closing Date, the Seller shall mark its appropriate records so that such records shall indicate that the Tax Liens have been sold to the Trust as of the applicable Sale Date. Such records of the Seller may be in the form of a computer tape, microfiche or other electronic or computer device.

(c) All Collections received by the Seller after the applicable Sale Date, after being identified as such by the Seller, shall be transferred to the Issuer Lockboxes as provided in the Paying Agent and Custody Agreement. With respect to all such Collections received on and after the applicable Sale Date and prior to the Closing Date, the City shall use its best efforts to transfer the cash equivalent of such Collections to the Issuer Lockboxes in immediately available funds on Friday of each week (or on the next succeeding Business Day if such Friday is not a Business Day). With respect to all such Collections received on and after the Closing Date, the City shall use its best efforts to transfer the cash equivalent of such Collections to the Issuer Lockbox in immediately available funds on Friday of each week (or on the next succeeding Business Day if such Friday is not a Business Day). The Trust will promptly remit or cause to be remitted to the Seller any amounts received by the Trust which do not constitute Collections.

(d) Pursuant to Section 11-354 of the Enabling Act, the Seller hereby agrees to forebear to commence an in rem action against any Property so long as the Tax Lien Principal Balance with respect thereto has not been reduced to zero. The Seller hereby further agrees to discontinue any and all outstanding in rem actions against the Properties.

SECTION 5.03. Notices. All demands, notices and communications upon or to the Seller, the Trust or the Trustee under this Agreement shall be in writing, personally delivered or

mailed by certified mail, return receipt requested, and shall be deemed to have been duly given upon receipt (a) in the case of the Seller, to (i) The City of New York, Office of Management and Budget, 255 Greenwich Street, New York, New York 10007, Attention: Prescott D. Ulrey, General Counsel, (212) 788-5882, (ii) The City of New York, Department of Finance, Municipal Building, Suite 500, New York, New York 10007, Attention: Pamela Parker-Cortijo, Assistant Commissioner, (212) 291-4433, (iii) The City of New York, Law Department, Municipal Finance Division, 100 Church Street, New York, New York 10007, Attention: Al Rodriguez, (212) 356-4030, (iv) The City of New York, Department of Finance, Bureau of the Treasury, 1 Centre Street, Room 727, New York, New York 10007, Attention: Assistant Commissioner, (b) in the case of the Trust or the Trustee, at the Corporate Trust Office (as defined in the Trust Agreement), and (c) in the case of the Paying Agent and Custodian, at the Corporate Trust Office or, as to each of the foregoing, at such other address as shall be designated by written notice to the other parties.

SECTION 5.04. Assignment by the Seller. Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by the Seller.

SECTION 5.05. Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of the Seller, the Trust, the Trustee, the Paying Agent and Custodian and, with respect to Section 5.01 only, the Servicers, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

SECTION 5.06. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 5.07. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 5.08. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 5.09. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

The parties hereto agree that any and all claims asserted by or against the Seller arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New

York (“New York State Courts”) located in the City and County of New York. To effect this Agreement and intent, the Trust agrees:

(a) If the Seller initiates any action against the Trust in Federal Court or in New York State Court, service of process may be made on the Trust either in person, wherever such Trust may be found, or by registered mail addressed to the Trust at its address as set forth in this Agreement, or to such other address as the Trust may provide to the Seller in writing;

(b) With respect to any action between the Seller and the Trust in New York State Court, the Trust hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County;

(c) With respect to any action between the Seller and the Trust in Federal Court located in New York City, the Trust expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York; and

(d) If the Trust commences any action against the Seller in a court located other than in the City and State of New York, upon request of the Seller, the Trust shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Trust shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

If any provision(s) of this Section is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

SECTION 5.10. [Reserved].

SECTION 5.11. Nonpetition Covenants. Notwithstanding any prior termination of this Agreement, the Seller shall not, prior to the date which is one year and one day after the termination of this Agreement with respect to the Trust, acquiesce, petition or otherwise invoke or cause the Trust to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Trust under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Trust or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Trust.

SECTION 5.12. Information Provided to Property Owners. The Trust shall provide the owner of Property on which a tax lien has been sold pursuant to this Agreement a detailed itemization of taxes, interest, surcharges, and fees charged to such owner on all tax lien statements of amounts due or bill of charges. Such fees shall be bona fide, reasonable and, in the case of attorney fees, customary. The Trust may perform this obligation by requiring its tax lien Servicers to undertake such duties.

SECTION 5.13. Limitation of Liability of Trustee and Seller.

(a) Notwithstanding anything contained herein to the contrary, this Agreement has been executed and delivered on behalf of the Trust by Wilmington Trust Company not in its individual capacity but solely in its capacity as Trustee under the Trust Agreement and in no event shall Wilmington Trust Company in its individual capacity, or as Trustee, have any liability for the representations, warranties, covenants, agreements or other obligations of the Trust hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Trust. For all purposes of this Agreement, Wilmington Trust Company shall be entitled to the benefits of the Trust Agreement.

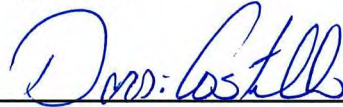
(b) Notwithstanding anything contained herein to the contrary, no officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

NYCTL 1998-2 TRUST

By: WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee on behalf of the Trust

By: 
Name: Dorri Costello
Title: Vice President

THE CITY OF NEW YORK, Seller

By: _____
Name:
Title:

Approved as to form:

By: _____
Name:
Title:

Agreed to and Accepted for the purpose indicated in Sections 3.01(c), 3.01(d), 4.02 and Article V:

THE BANK OF NEW YORK MELLON, not in its individual capacity, but solely as Paying Agent and Custodian

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

NYCTL 1998-2 TRUST

By: WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee on behalf of the Trust

By: _____
Name:
Title:

THE CITY OF NEW YORK, Seller

By: Pamela Parker Cortijo
Name: Pamela Parker Cortijo
Title: Assistant Commissioner

Approved as to form:

By: _____
Name:
Title:

Agreed to and Accepted for the purpose indicated in Sections 3.01(c), 3.01(d), 4.02 and Article V:

THE BANK OF NEW YORK MELLON, not in its individual capacity, but solely as Paying Agent and Custodian

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

NYCTL 1998-2 TRUST

By: WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee on behalf of the Trust

By: _____
Name: _____
Title: _____

THE CITY OF NEW YORK, Seller

By: _____
Name: _____
Title: _____

Approved as to form:

By: Albert Rodriguez
Name: _____
Title: Acting Corporation Counsel

Agreed to and Accepted for the purpose indicated in Sections 3.01(c), 3.01(d), 4.02 and Article V:

THE BANK OF NEW YORK MELLON, not in its individual capacity, but solely as Paying Agent and Custodian

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

NYCTL 1998-2 TRUST

By: WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee on behalf of the Trust

By: _____
Name:
Title:

THE CITY OF NEW YORK, Seller

By: _____
Name:
Title:

Approved as to form:

By: _____
Name:
Title:

Agreed to and Accepted for the purpose indicated in Sections 3.01(c), 3.01(d), 4.02 and Article V:

THE BANK OF NEW YORK MELLON, not in its individual capacity, but solely as Paying Agent and Custodian

By: 
Name: Leslie Morales
Title: Vice President

SCHEDULE A

Schedule A Tax Liens

SCHEDULE B

Schedule B Tax Liens

SCHEDULE C

Bankruptcy Tax Liens

SCHEDULE D

[Form of Tax Lien Purchase Agreement for the Schedule B Tax Liens]

PURCHASE AND SALE AGREEMENT dated August 28, 2019, between NYCTL 1998-2 TRUST, a Delaware statutory trust (the “Trust”), and THE CITY OF NEW YORK (the “City” or the “Seller”).

WHEREAS, the Trust and the Seller have entered into a Purchase and Sale Agreement, dated August 2, 2019 (the “Sale Agreement”); and

WHEREAS, pursuant to Section 2.01 of the Sale Agreement, the Seller agreed to sell the Schedule B Tax Liens to the Trust on the date of this Agreement.

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

Section 1. In consideration of (i) the Trust’s promise to deliver on the Closing Date to or upon the order of the Seller cash, in immediately available funds, and (ii) an increase in the value of the beneficial Ownership Interest in the Trust in accordance with the Trust Agreement, as determined by the Commissioner of Finance of the City of New York, the Seller does hereby sell, transfer, assign, set over and otherwise convey to the Trust, without recourse (subject to the obligations herein), in accordance with applicable law, all right, title and interest of the Seller on the applicable Sale Date for the Schedule B Tax Liens, whether now owned or hereinafter acquired, in and to:

- (i) the Schedule B Tax Liens;
- (ii) all payments representing Collections in respect of the Schedule B Tax Liens, to the extent such Collections have not previously been applied by the Seller to reduce the Tax Lien Principal Balance of the Schedule B Tax Liens prior to the applicable Sale Date for the Schedule B Tax Liens; and
- (iii) the proceeds of any and all of the foregoing.

The Trust hereby promises to furnish to the Seller on the Closing Date (a) cash, in immediately available funds, and (b) an increase in the value of the beneficial Ownership Interest in the Trust in accordance with the Trust Agreement, as determined by the Commissioner of Finance of the City of New York, against delivery of the related Tax Lien Certificates for the Schedule B Tax Liens on the Closing Date by the Seller to the Trust or its designee.

Section 2. Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Sale Agreement. The provisions of the Sale Agreement are hereby incorporated by reference into this Agreement as if they were fully set forth herein.

Section 3. The provisions of Articles IV and V of the Sale Agreement shall apply to this Agreement in the same manner as they apply to the Sale Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

NYCTL 1998-2 TRUST

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Trustee on behalf of the Trust,

By:

Name:
Title:

THE CITY OF NEW YORK, Seller

By:

Name:
Title:

Approved as to form:

By: _____
Name:
Title: