

EXECUTION COPY

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 Issuer Trustee on behalf of the Trust,

By: 
Name: _____
Title: Dorri Costello
Vice President

THE CITY OF NEW YORK, Seller

By: _____
Name: _____
Title: _____

Approved as to form:

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 Issuer 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:

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 Issuer 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