

AMENDMENT NO. 1

to

THIRD AMENDED AND RESTATED PAYING AGENT AND CUSTODY AGREEMENT

among

NYCTL 1998-2 TRUST,

MTAG SERVICES, LLC  
Servicer,

TOWER CAPITAL MANAGEMENT LLC,  
Servicer,

and

THE BANK OF NEW YORK MELLON  
Paying Agent, Collateral Agent and Custodian

dated as of January 3, 2022

AMENDMENT NO. 1 (“Amendment”), dated as of January 3, 2022, to the Agreement (defined below). Except as otherwise defined herein, capitalized terms used herein shall have the meanings given thereto in the Agreement.

WHEREAS, the NYCTL 1998-2 Trust (the “Trust”), MTAG Services, LLC, as servicer (“MTAG”), Tower Capital Management, LLC (“Tower”), as servicer, and The Bank of New York Mellon, not in its individual capacity, but solely as paying agent, collateral agent and custodian (in such capacities, the “Bank”), entered into that certain Third Amended and Restated Paying Agent and Custody Agreement, dated as of June 30, 2021, as amended and otherwise modified from time to time (the “Agreement”);

WHEREAS, the Trust, MTAG, Tower and the Bank wish to amend the Agreement as set forth herein;

NOW THEREFORE, the Trust, MTAG, Tower and the Bank hereby agree as follows:

Section 1. Section 1.01 of the Agreement is hereby amended by replacing the definitions of the following terms with the language set forth below:

“Direct Sale Agreements”: Collectively, the 2013 First Direct Sale Agreement, the 2013 Second Direct Sale Agreement, the 2014 First Direct Sale Agreement, the 2014 Second Direct Sale Agreement, the 2015 First Direct Sale Agreement, the 2015 Second Direct Sale Agreement, the 2016 First Direct Sale Agreement, the 2016 Second Direct Sale Agreement, the 2017 First Direct Sale Agreement, the 2017 Second Direct Sale Agreement, the 2018 First Direct Sale Agreement, the 2018 Second Direct Sale Agreement, the 2019 First Direct Sale Agreement, the 2019 Second Direct Sale Agreement, the 2021 First Direct Sale Agreement and the 2021 Second Direct Sale Agreement.

“Direct Sale Date”: The 2013 First Direct Sale Date, the 2013 Second Direct Sale Date, the 2014 First Direct Sale Date, the 2014 Second Direct Sale Date, the 2015 First Direct Sale Date, the 2015 Second Direct Sale Date, the 2016 First Direct Sale Date, the 2016 Second Direct Sale Date, the 2017 First Direct Sale Date, the 2017 Second Direct Sale Date, the 2018 First Direct Sale Date, the 2018 Second Direct Sale Date, the 2019 First Direct Sale Date, the 2019 Second Direct Sale Date, the 2021 First Direct Sale Date and the 2021 Second Direct Sale Date, as applicable.

“Direct Sale Tax Liens”: Collectively, the 2013 First Direct Sale Tax Liens, the 2013 Second Direct Sale Tax Liens, the 2014 First Direct Sale Tax Liens, the 2014 Second Direct Sale Tax Liens, the 2015 First Direct Sale Tax Liens, the 2015 Second Direct Sale Tax Liens, the 2016 First Direct Sale Tax Liens, the 2016 Second Direct Sale Tax Liens, the 2017 First Direct Sale Tax Liens, the 2017 Second Direct Sale Tax Liens, the 2018 First Direct Sale Tax Liens, the 2018 Second Direct Sale Tax Liens, the 2019 First Direct Sale Tax Liens, the 2019 Second Direct Sale Tax Liens, the 2021 First Direct Sale Tax Liens and the 2021 Second Direct Sale Tax Liens.

Section 2. Section 1.01 of the Agreement is hereby amended by inserting in their proper alphabetical order in Section 1.01, the following defined terms:

“2021 First Direct Sale Agreement”: The Purchase and Sale Agreement, dated December 17, 2021, between the City and the Issuer pursuant to which the City has sold the 2021 First Direct Sale Tax Liens to the Issuer.

“2021 First Direct Sale Date”: With respect to the 2021 First Direct Sale Tax Liens, December 17, 2021.

“2021 First Direct Sale Tax Liens”: The Tax Liens sold by the City to the Issuer pursuant to the 2021 First Direct Sale Agreement and listed on the applicable Tax Lien Schedule.

“2021 Second Direct Sale Agreement”: The Purchase and Sale Agreement, dated as of December 21, 2021, between the City and the Issuer, pursuant to which the City has sold the 2021 Second Direct Sale Tax Liens to the Issuer.

“2021 Second Direct Sale Date”: With respect to the 2021 Second Direct Sale Tax Liens, December 21, 2021.

“2021 Second Direct Sale Tax Liens”: The Tax Liens sold by the City to the Issuer pursuant to the 2021 Second Direct Sale Agreement.

Section 3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws provisions (other than Section 5-1401 of the General Obligations Law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 4. Interpretation; Final Agreement. The provisions of the Agreement shall be read so as to give effect to the provisions of this Amendment. The Agreement as amended hereby contains a final and complete integration of all prior expressions by the parties with respect to the subject matter hereof and thereof and shall constitute the entire agreement among the parties with respect to such subject matter, superseding all prior oral or written understandings.

Section 10. Ratification and Confirmation. As amended by this Amendment, the Agreement is hereby in all respects ratified, confirmed and remains in full force and effect, and the Agreement, as amended by this Amendment, shall be read, taken and construed as one and the same instrument.

Section 11. Separate Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their officers thereunto duly authorized, all 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

TOWER CAPITAL MANAGEMENT,  
LLC, Servicer

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

MTAG SERVICES, LLC, Servicer

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

THE BANK OF NEW YORK MELLON, as  
Paying Agent and Collateral Agent and  
Custodian

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


IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their officers thereunto duly authorized, all 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:

TOWER CAPITAL MANAGEMENT,  
LLC, Servicer

By:   
Name: **KURT SHADLE**  
Title: **MANAGING DIRECTOR**

MTAG SERVICES, LLC, Servicer

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

THE BANK OF NEW YORK MELLON, as  
Paying Agent and Collateral Agent and  
Custodian

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their officers thereunto duly authorized, all as of the day and year first above written.

NYCTL 1998-2 TRUST

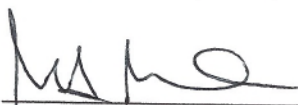
By: WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Issuer Trustee on behalf of the Trust

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

TOWER CAPITAL MANAGEMENT,  
LLC, Servicer

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

MTAG SERVICES, LLC, Servicer

By:  \_\_\_\_\_  
Name: *Mr. S. M...*  
Title: *VA*

THE BANK OF NEW YORK MELLON, as  
Paying Agent and Collateral Agent and  
Custodian

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their officers thereunto duly authorized, all 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:

TOWER CAPITAL MANAGEMENT,  
LLC, Servicer

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

MTAG SERVICES, LLC, Servicer

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

THE BANK OF NEW YORK MELLON, as  
Paying Agent and Collateral Agent and  
Custodian

By:   
Name: Latoya S. Elvin  
Title: Vice President