

AMENDMENT NO. 2

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 February 28, 2023

AMENDMENT NO. 2 (“Amendment No. 2”), dated as of February 28, 2023, 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:

“Bank”: The Bank of New York Mellon, a New York banking corporation, not in its individual capacity, but solely as paying agent and collateral agent and custodian, until a successor Person shall have become the paying agent and collateral agent and custodian pursuant to the applicable provisions of this Agreement, and thereafter “Bank” shall mean such successor Person and, as applicable, the Bank pursuant to each of the 1996-1 Paying Agent and Custody Agreement, the 1998-1 Paying Agent and Custody Agreement, the 1999-1 Paying Agent and Custody Agreement, the 2004-A Paying Agent and Custody Agreement, the 2005-A Paying Agent and Custody Agreement, the 2006-A Paying Agent and Custody Agreement, the 2008-A Paying Agent and Custody Agreement, the 2009-A Paying Agent and Custody Agreement, the 2010-A Paying Agent and Custody Agreement, the 2011-A Paying Agent and Custody Agreement, the 2012-A Paying Agent and Custody Agreement, the 2013-A Paying Agent and Custody Agreement, the 2014-A Paying Agent and Custody Agreement, the 2015-A Paying Agent and Custody Agreement, the 2016-A Paying Agent and Custody Agreement, the 2017-A Paying Agent and Custody Agreement, the 2018-A Paying Agent and Custody Agreement and the 2019-A Paying Agent and Custody Agreement.

“Collateral Agent and Custodian”: The Bank of New York Mellon, when acting in such capacity hereunder, and any successor thereto pursuant to Section 3.08 hereof and, as applicable, the Collateral Agent and Custodian pursuant to each of the 1996-1 Paying Agent and Custody Agreement, the 1998-1 Paying Agent and Custody Agreement, the 1999-1 Paying Agent and Custody Agreement, the 2004-A Paying Agent and Custody Agreement, the 2005-A Paying Agent and Custody Agreement, the 2006-A Paying Agent and Custody Agreement, the 2008-A Paying Agent and Custody Agreement, the 2009-A Paying Agent and Custody Agreement, the 2010-A Paying Agent and Custody Agreement, the 2011-A Paying Agent and Custody Agreement, the 2012-A Paying Agent and Custody Agreement, the 2013-A Paying Agent and Custody Agreement, the 2014-A Paying Agent and Custody Agreement, the 2015-A Paying

Agent and Custody Agreement, the 2016-A Paying Agent and Custody Agreement, the 2017-A Paying Agent and Custody Agreement, the 2018-A Paying Agent and Custody Agreement and the 2019-A Paying Agent and Custody Agreement.

“Issuer Trustee”: Wilmington Trust Company, as trustee of the Issuer under the Trust Agreement, and any successor trustee under the Trust Agreement and, as applicable, the issuer trustee of the 1996-1 Trust, the trustee of the 1998-1 Trust, the trustee of the 1999-1 Trust, the issuer trustee of the 2004-A Trust, the issuer trustee of the 2005-A Trust, the issuer trustee of the 2006-A Trust, the issuer trustee of the 2008-A Trust, the issuer trustee of the 2009-A Trust, the issuer trustee of the 2010-A Trust, the issuer trustee of the 2011-A Trust, the issuer trustee of the 2012-A Trust, the issuer trustee of the 2013-A Trust, the issuer trustee of the 2014-A Trust, the issuer trustee of the 2015-A Trust, the issuer trustee of the 2016-A Trust, the issuer trustee of the 2017-A Trust, the issuer trustee of the 2018-A Trust and the issuer trustee of the 2019-A Trust.

“Paying Agent and Custody Agreements”: Collectively, this Agreement, the 1996-1 Paying Agent and Custody Agreement, the 1998-1 Paying Agent and Custody Agreement, the 1999-1 Paying Agent and Custody Agreement, the 2004-A Paying Agent and Custody Agreement, the 2005-A Paying Agent and Custody Agreement, the 2006-A Paying Agent and Custody Agreement, the 2008-A Paying Agent and Custody Agreement, the 2009-A Paying Agent and Custody Agreement, the 2010-A Paying Agent and Custody Agreement, the 2011-A Paying Agent and Custody Agreement, the 2012-A Paying Agent and Custody Agreement, the 2013-A Paying Agent and Custody Agreement, the 2014-A Paying Agent and Custody Agreement, the 2015-A Paying Agent and Custody Agreement, the 2016-A Paying Agent and Custody Agreement, the 2017-A Paying Agent and Custody Agreement, the 2018-A Paying Agent and Custody Agreement and the 2019-A Paying Agent and Custody Agreement .

“Purchase Agreements”: The 1998-2 Amended Purchase Agreement and each Purchase Agreement included in the 1996-1 Transaction Documents, the 2004-A Transaction Documents, the 2005-A Transaction Documents, the 2006-A Transaction Documents, the 2008-A Transaction Documents, the 2009-A Transaction Documents, the 2010-A Transaction Documents, the 2011-A Transaction Documents, the 2012-A Transaction Documents, the 2013-A Transaction Documents, the 2014-A Transaction Documents, the 2015-A Transaction Documents, the 2016-A Transaction Documents, the 2017-A Transaction Documents, the 2018-A Transaction Documents and/or the 2019-A Transaction Documents, as applicable.

“Residual Tax Liens”: The 1996-1 Residual Tax Liens, the 1998-1 Residual Tax Liens, the 1998-2 Residual Tax Liens, the 1999-1 Residual Tax Liens, the 2004-A Residual Tax Liens, the 2005-A Residual Tax Liens, the 2006-A Residual Tax Liens, the 2008-A Residual Tax Liens, the 2009-A Residual Tax Liens, the 2010-A Residual Tax Liens, the 2011-A Residual Tax Liens, the 2012-A Residual Tax Liens, the 2013-A Residual Tax Liens, the 2014-A Residual Tax Liens, the 2015-A Residual Tax Liens, the 2016-A Residual Tax Liens, the 2017-A Residual Tax Liens, the 2018-A Residual Tax Liens and the 2019-A Residual Tax Liens.

“Sale Date”: The applicable Sale Date, as defined in the 1996-1 Transaction Documents, the 1998-2 Transaction Documents, the 2004-A Transaction Documents, the 2005-A Transaction

Documents, the 2006-A Transaction Documents, the 2008-A Transaction Documents, the 2009-A Transaction Documents, the 2010-A Transaction Documents, the 2011-A Transaction Documents, the 2012-A Transaction Documents, the 2013-A Transaction Documents, the 2014-A Transaction Documents, the 2015-A Transaction Documents, the 2016-A Transaction Documents, the 2017-A Transaction Documents, the 2018-A Transaction Documents and/or the 2019-A Transaction Documents, as applicable.

“Servicer”: Separately and collectively, as the context shall require, each of MTAG Services, LLC in its role as Servicer under each of the 1998-2 MTAG Servicing Agreement, the 2008-A MTAG Servicing Agreement, the 2009-A MTAG Servicing Agreement, the 2010-A MTAG Servicing Agreement, the 2011-A MTAG Servicing Agreement, the 2012-A MTAG Servicing Agreement, the 2013-A MTAG Servicing Agreement, the 2014-A MTAG Servicing Agreement, the 2015-A MTAG Servicing Agreement, the 2016-A MTAG Servicing Agreement, the 2017-A MTAG Servicing Agreement, the 2018-A MTAG Servicing Agreement and the 2019-A MTAG Servicing Agreement, and Tower Capital Management, LLC in its role as Servicer under the 1998-2 Tower Servicing Agreement, the 2011-A Tower Servicing Agreement, the 2012-A Tower Servicing Agreement, the 2013-A Tower Servicing Agreement, the 2014-A Tower Servicing Agreement, the 2015-A Tower Servicing Agreement, the 2016-A Tower Servicing Agreement, the 2017-A Tower Servicing Agreement, the 2018-A Tower Servicing Agreement and the 2019-A Tower Servicing Agreement, or any successor thereto.

“Servicing Agreements”: Collectively, the 1998-2 Tower Servicing Agreement, the 1998-2 MTAG Servicing Agreement, the 2008-A MTAG Servicing Agreement, the 2009-A MTAG Servicing Agreement, the 2010-A MTAG Servicing Agreement, the 2011-A MTAG Servicing Agreement, the 2011-A Tower Servicing Agreement, the 2012-A MTAG Servicing Agreement, the 2012-A Tower Servicing Agreement, the 2013-A MTAG Servicing Agreement, the 2013-A Tower Servicing Agreement, the 2014-A MTAG Servicing Agreement, the 2014-A Tower Servicing Agreement, the 2015-A MTAG Servicing Agreement, the 2015-A Tower Servicing Agreement, the 2016-A MTAG Servicing Agreement, the 2016-A Tower Servicing Agreement, the 2017-A MTAG Servicing Agreement, the 2017-A Tower Servicing Agreement, the 2018-A MTAG Servicing Agreement, the 2018-A Tower Servicing Agreement, the 2019-A MTAG Servicing Agreement and the 2019-A Tower Servicing Agreement, as each may be amended from time to time.

“Transaction Documents”: Collectively, the 1996-1 Transaction Documents, the 1998-1 Transaction Documents, the 1998-2 Transaction Documents, the 1999-1 Transaction Documents, the 2004-A Transaction Documents, the 2005-A Transaction Documents, the 2006-A Transaction Documents, the 2008-A Transaction Documents, the 2009-A Transaction Documents, the 2010-A Transaction Documents, the 2011-A Transaction Documents, the 2012-A Transaction Documents, the 2013-A Transaction Documents, the 2014-A Transaction Documents, the 2015-A Transaction Documents, the 2016-A Transaction Documents, the 2017-A Transaction Documents, the 2018-A Transaction Documents, the 2019-A Transaction Documents, the Direct Sale Agreements, any PACE Charge Lien Direct Sale Purchase Agreement and any PACE Charge Lien Transfer Agreement.

“Trust Agreement”: The 2023 Amended and Restated Declaration and Agreement of Trust relating to the Issuer, dated as of February 28, 2023, and as may be further amended from time to time.

“Trusts”: Collectively, the Issuer, the 1996-1 Trust, the 1998-1 Trust, the 1999-1 Trust, the 2004-A Trust, the 2005-A Trust, the 2006-A Trust, the 2008-A Trust, the 2009-A Trust, the 2010-A Trust, the 2011-A Trust, the 2012-A Trust, the 2013-A Trust, the 2014-A Trust, the 2015-A Trust, the 2016-A Trust, the 2017-A Trust, the 2018-A Trust and the 2019-A Trust.

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:

“2019-A Assignment Agreement”: The Assignment and Assumption Agreement, dated as of February 28, 2023, between the 2019-A Trust, as Assignor, and the Trust, as Assignee, pursuant to which the Trust is purchasing the 2019-A Residual Tax Liens from the 2019-A Trust and assuming the rights and obligations of the 2019-A Trust under each of the 2019-A MTAG Servicing Agreement, the 2019-A Tower Servicing Agreement and the 2019-A Paying Agent and Custody Agreement from the 2019-A Trust.

“2019-A MTAG Servicing Agreement”: The Servicing Agreement, dated as of August 15, 2019, among the 2019-A Trust, MTAG Services, LLC, and The Bank of New York Mellon, as paying agent and collateral agent and custodian.

“2019-A Paying Agent and Custody Agreement”: The Paying Agent and Custody Agreement, dated as of August 15, 2019, among the 2019-A Trust, MTAG Services, LLC, as servicer, Tower Capital Management, LLC, as servicer, and the Bank, as paying agent and collateral agent and custodian.

“2019-A Residual Tax Liens”: The Tax Liens being acquired by the Trust from the 2019-A Trust pursuant to the 2019-A Assignment Agreement.

“2019-A Tower Servicing Agreement”: The Servicing Agreement, dated as of August 15, 2019, among the 2019-A Trust, Tower Capital Management, LLC, as Servicer, and The Bank of New York Mellon, as paying agent and collateral agent and custodian.

“2019-A Transaction Documents”: The Transaction Documents, as defined pursuant to the 2019-A Paying Agent and Custody Agreement.

“2019-A Trust”: The NYCTL 2019-A Trust, a not-for-profit statutory trust organized under the laws of the State of Delaware.

Section 3. Section 2.03(i) is hereby replaced in its entirety with the following:

(i) any amounts required to pay (a) any outstanding and unpaid amounts payable to the Servicer pursuant to Section 5.01 or 15.06 of each of the Servicing Agreements or Section 3.05(b)(2) of each of the Paying Agent and Custody Agreements; (b) any outstanding and unpaid

amounts payable to any of the Bank, the Issuer Trustee (including in its individual capacity and as issuer trustee of the Trusts) or the Collateral Agent and Custodian under the Paying Agent and Custody Agreements, as applicable and (c) any outstanding and unpaid amounts payable to the Issuer Trustee (including in its individual capacity and as issuer trustee of the Trusts) under any of the Transaction Documents, as evidenced by invoices which have been submitted timely to the Bank by the Issuer Trustee; all such payments to be made to such parties pro rata based on the amounts owed; *provided that*, in the event of a shortfall, all such payments shall be distributed pro rata based on the amounts owed pursuant to the 1996-1 Transaction Documents, the 1998-1 Transaction Documents, the 1998-2 Transaction Documents, the 1999-1 Transaction Documents, the 2004-A Transaction Documents, the 2005-A Transaction Documents, the 2006-A Transaction Documents, the 2008-A Transaction Documents, the 2009-A Transaction Documents, the 2010-A Transaction Documents, the 2011-A Transaction Documents, the 2012-A Transaction Documents, the 2013-A Transaction Documents, the 2014-A Transaction Documents, the 2015-A Transaction Documents, the 2016-A Transaction Documents, the 2017-A Transaction Documents, the 2018-A Transaction Documents, the 2019-A Transaction Documents, the Direct Sale Agreements, any PACE Charge Lien Direct Sale Purchase Agreement and any PACE Charge Lien Transfer Agreement;

Section 4. The last sentence of Section 4.02(a) of the Agreement is hereby replaced in its entirety with the following:

All Collections in respect of each of the Issuer, the 1996-1 Trust, the 1998-1 Trust, the 1999-1 Trust, the 2004-A Trust, the 2005-A Trust, the 2006-A Trust, the 2008-A Trust, the 2009-A Trust, the 2010-A Trust, the 2011-A Trust, the 2012-A Trust, the 2013-A Trust, the 2014-A Trust, the 2015-A Trust, the 2016-A Trust, the 2017-A Trust, the 2018-A Trust and the 2019-A Trust deposited from time to time in the Collection Account, all other deposits therein pursuant to any of the Paying Agent and Custody Agreements or any of the Servicing Agreements, and all investments made with such moneys, including all income or other gain from such investments, shall be held by the Bank in the Collection Account in trust on behalf of the Issuer.

Section 5. The last two sentences of Section 4.02(d) are hereby replaced in its entirety with the following:

Each of the 1996-1 Trust, the 1998-1 Trust, the 1999-1 Trust, the 2004-A Trust, the 2005-A Trust, the 2006-A Trust, the 2008-A Trust, the 2009-A Trust, the 2010-A Trust, the 2011-A Trust, the 2012-A Trust, the 2013-A Trust, the 2014-A Trust, the 2015-A Trust, the 2016-A Trust, the 2017-A Trust, the 2018-A Trust and the 2019-A Trust is hereby designated as an additional “acceptable payee” in respect of the Issuer Lockboxes. The Bank and its agents are hereby authorized and directed by the Issuer to endorse all checks made out to, or otherwise assign all amounts remitted to, any of the 1996-1 Trust, the 1998-1 Trust, the 1999-1 Trust, the 2004-A Trust, the 2005-A Trust, the 2006-A Trust, the 2008-A Trust, the 2009-A Trust, the 2010-A Trust, the 2011-A Trust, the 2012-A Trust, the 2013-A Trust, the 2014-A Trust, the 2015-A Trust, the 2016-A Trust, the 2017-A Trust, the 2018-A Trust and the 2019-A Trust to the Issuer, and deposit such amounts in the applicable Issuer Lockbox.

Section 6. Section 4.03(c) of the Agreement is hereby replaced in its entirety with the following:

(c) Amounts on deposit in the Working Capital Reserve Fund at any time shall be withdrawn from such Working Capital Reserve Fund and transferred (i) to a Servicer upon request from such Servicer given pursuant to Section 5.04 of the related Servicing Agreements not more often than semi-monthly and accompanied by an Officer's Certificate of the Servicer to the effect that the amount set forth in said notice will be used by the Servicer to pay Lien Administration Expenses as they become due and payable, including Lien Administration Expenses relating to the Residual Tax Liens to the extent not previously paid, or (ii) at the direction of the Issuer, to pay any administrative expenses of the 1996-1 Trust, the 1998-1 Trust, the 1998-2 Trust (to the extent not otherwise payable pursuant to this Agreement), the 1999-1 Trust, the 2004-A Trust, the 2005-A Trust, the 2006-A Trust, the 2008-A Trust, the 2009-A Trust, the 2010-A Trust, the 2011-A Trust, the 2012-A Trust, the 2013-A Trust, the 2014-A Trust, the 2015-A Trust, the 2016-A Trust, the 2017-A Trust, the 2018-A Trust or the 2019-A Trust. Amounts on deposit in the Working Capital Reserve Fund may also be withdrawn by the Bank and applied to the payment of Base Fees to a Servicer or to the payment of amounts owing under Section 2.03(i)(b) or (c) of this Agreement, to the extent amounts on deposit in the Collection Account are insufficient for such purpose. In the event there are insufficient funds in the Working Capital Reserve Fund to pay amounts requested by each Servicer in accordance with Section 5.04 of the respective Servicing Agreements on any single date, the Bank shall pay out the amount available in the Working Capital Reserve Fund to each Servicer on a pro rata basis, and with respect to any Servicer, be applied to pay Lien Administration Expenses relating to the Residual Tax Liens in the following order: the 1996-1 Trust, the 1998-1 Trust, the 1998-2 Trust, the 1999-1 Trust, the 2004-A Trust, the 2005-A Trust, the 2006-A Trust, the 2008-A Trust, the 2009-A Trust, the 2010-A Trust, the 2011-A Trust, the 2012-A Trust, the 2013-A Trust, the 2014-A Trust, the 2015-A Trust, the 2016-A Trust, the 2017-A Trust, the 2018-A Trust and the 2019-A Trust.

Section 7. Notwithstanding anything to the contrary herein or in the Agreement, the parties hereto agree that the Paying Agent is hereby authorized and directed to make a payment to the Owner on or about March 1, 2023 in the amounts set forth on and pursuant to the terms of the direction letter attached as Exhibit A hereto.

Section 8 Governing Law. This Amendment No. 2 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 9. Interpretation; Final Agreement. The provisions of the Agreement shall be read so as to give effect to the provisions of this Amendment No. 2. 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 No. 2, the Agreement is hereby in all respects ratified, confirmed and remains in full force and effect, and the Agreement, as amended by this Amendment No. 2, shall be read, taken and construed as one and the same instrument.

Section 11. Separate Counterparts. This Amendment No. 2 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: Dorri Costello  
Title: 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:

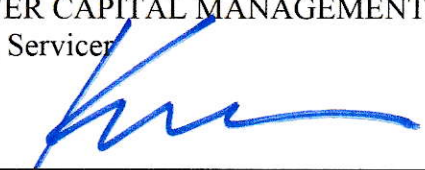
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their officers thereunto duly authorized, all as of the day and year first above written.

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 SHADIS**  
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

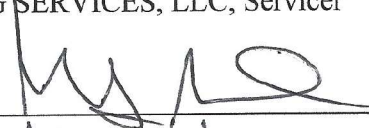
By: WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Issuer Trustee on behalf of the Trust

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

TOWER CAPITAL MANAGEMENT,  
LLC, Servicer

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

MTAG SERVICES, LLC, Servicer

By:   
Name: Marc S. Marino  
Title: VP

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: **Esther Antoine**  
Title: **Vice President**

EXHIBIT A

Direction Letter to Paying Agent

See Item #16