

AMENDMENT NO. 1

to

PAYING AGENT AND CUSTODY AGREEMENT

among

NYCTL 2021-A 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 October 31, 2024

AMENDMENT NO. 1 (“Amendment No. 1”), dated as of October 31, 2024, 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 2021-A Trust (the “Trust”), MTAG Services, LLC (“MTAG”), as servicer, 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 Paying Agent and Custody Agreement, dated as of January 3, 2022 (the “Agreement”); and

WHEREAS, the Trust, MTAG, Tower and the Bank, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 as follows:

The definition of “Collection Account” is hereby replaced in its entirety with the following:

“Collection Account”: The account or accounts created pursuant to Section 4.02(a) of the 1998-2 Paying Agent and Custody Agreement.

The definition of “1998-2 Paying Agent and Custody Agreement” is hereby inserted in its proper alphabetical order in Section 1.01:

“1998-2 Paying Agent and Custody Agreement”: The Third Amended and Restated Paying Agent and Custody Agreement among the NYCTL 1998-2 Trust, MTAG Services, LLC, as servicer, Tower Capital Management, LLC, as servicer, and The Bank of New York Mellon, as paying agent, collateral agent and custodian, dated as of June 30, 2021, as amended on January 3, 2022, February 28, 2023 and October 31, 2024, and as may be further amended, supplemented or otherwise modified from time to time.

The definition of “Payment Date” is hereby replaced in its entirety with the following:

“Payment Date”: Each of February 20, May 20, August 20 and November 20 or, if any such day is not a Business Day, the Business Day immediately thereafter.

The definition of “Issuer Lockboxes” is hereby replaced in its entirety with the following:

“Issuer Lockboxes”: The Issuer Lockboxes as defined in the 1998-2 Paying Agent and Custody Agreement.

The definition of “Working Capital Reserve Fund” is hereby replaced in its entirety with the following:

“Working Capital Reserve Fund”: The account or accounts created pursuant to Section 4.03(a) of the 1998-2 Paying Agent and Custody Agreement.

The definition of “Working Capital Reserve Requirement” is hereby replaced in its entirety with the following:

“Working Capital Reserve Requirement”: The Working Capital Reserve Requirement as defined in the 1998-2 Paying Agent and Custody Agreement.

Section 2. Section 2.02(d) of the Agreement, “Priority of Distributions,” is hereby replaced in its entirety with the following:

Immediately after the Bonds are no longer Outstanding, the Issuer shall deposit in the Collection Account all amounts released to it pursuant to Section 4.01 of the Indenture. On each Payment Date after the Bonds are no longer Outstanding, the Bank shall, to the extent of the amounts on deposit in the Collection Account on the related Determination Date, allocate such amounts in accordance with Section 2.03 of the 1998-2 Paying Agent and Custody Agreement.

Section 3. Section 3.10 of the Agreement, “Successor Servicers; Appointment of Successor” is hereby replaced in its entirety with the following:

On and after the effective date of the termination of a Servicer pursuant to Section 14.01 of its Servicing Agreement (such Servicer, the “Terminated Servicer”), the remaining Servicer (the “Continuing Servicer”) shall be the successor to the Terminated Servicer and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Terminated Servicer by the terms and provisions of the Indenture and the Continuing Servicer’s Servicing Agreement and applicable law. As compensation therefor, the Continuing Servicer shall be entitled to receive, in addition to the compensation to which it is entitled under its Servicing Agreement, the Servicing Fees (as defined in the applicable Servicing Agreement) that the Continuing Servicer would have been entitled to receive if it had serviced such Tax Liens under its Servicing Agreement, to the extent such Servicing Fees are earned after the date of termination.

Section 4. Section 4.02 of the Agreement, “Collection Account,” is hereby amended as follows:

The final sentence of Section 4.02(a) is hereby replaced in its entirety with the following:

All Collections deposited from time to time in the Collection Account, all other deposits therein pursuant to this Agreement or a Servicing Agreement, and all investments made with

such moneys, including all income or other gain from such investments, shall be handled in accordance with Section 4.02(a) of the 1998-2 Paying Agent and Custody Agreement.

Section 4.02(b) is hereby replaced in its entirety with the following:

The investment and reinvestment of moneys deposited in the Collection Account shall be governed in accordance with Section 4.02(b) of the 1998-2 Paying Agent and Custody Agreement.

Section 4.02(c) is hereby replaced in its entirety with the following:

Amounts on deposit in the Collection Account on any Payment Date shall be withdrawn and applied in accordance with Section 4.02(c) of the 1998-2 Paying Agent and Custody Agreement.

Section 4.02(d) is hereby replaced in its entirety with the following:

Each of the Issuer Lockboxes shall be maintained and managed in accordance with Section 4.02(d) of the 1998-2 Paying Agent and Custody Agreement.

Section 5. Section 4.04 of the Agreement, “Working Capital Reserve Fund,” is hereby amended by replacing Section 4.04(c) in its entirety with the following:

Amounts on deposit in the Working Capital Reserve Fund at any time shall be applied in accordance with Section 4.03(c) of the 1998-2 Paying Agent and Custody Agreement.

Section 6. Section 4.05 of the Agreement, “General Provisions Regarding Accounts or Funds,” is hereby replaced in its entirety with the following:

The provisions set forth in Section 4.04 of the 1998-2 Paying Agent and Custody Agreement shall apply to the Collection Account and the Working Capital Reserve Fund.

Section 7. To the extent not indicated otherwise in the Transaction Documents, each party shall pay its own fees and expenses (including, without limitation, the fees and expenses for legal services of any kind whatsoever) incurred in connection with this Amendment No. 1.

Section 8. This Amendment No. 1 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.

Section 9. Governing Law. This Amendment No. 1 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 10. Interpretation; Final Agreement. The provisions of the Agreement shall

be read so as to give effect to the provisions of this Amendment No. 1. 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.

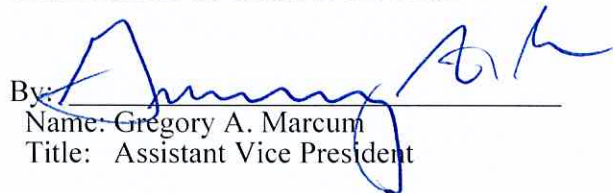
Section 11. Ratification and Confirmation. As amended by this Amendment No. 1, the Agreement is hereby in all respects ratified, confirmed and remains in full force and effect, and the Agreement, as amended by this Amendment No. 1, shall be read, taken and construed as one and the same instrument.

[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 2021-A TRUST

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

By: 
Name: Gregory A. Marcum
Title: Assistant Vice President

MTAG SERVICES, LLC, Servicer

By: _____
Name: _____
Title: _____

TOWER CAPITAL MANAGEMENT,
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 2021-A TRUST

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

By: _____
Name:
Title:

MTAG SERVICES, LLC, Servicer

By: 
Name: 
Title: 

TOWER CAPITAL MANAGEMENT,
LLC, Servicer

By: _____
Name:
Title:

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

By: _____
Name:
Title:

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NYCTL 2021-A TRUST

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

By: _____
Name:
Title:

MTAG SERVICES, LLC, Servicer

By: _____
Name:
Title:

TOWER CAPITAL MANAGEMENT,
LLC, Servicer

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

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 2021-A TRUST

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

By: _____
Name:
Title:

MTAG SERVICES, LLC, Servicer

By: _____
Name:
Title:

TOWER CAPITAL MANAGEMENT,
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**