

FIRST AMENDMENT, DATED OCTOBER 31, 2024,
TO AMENDED AND RESTATED DECLARATION AND AGREEMENT OF TRUST,
DATED AS OF FEBRUARY 24, 2022,
BETWEEN THE ISSUER TRUSTEE AND THE CITY OF NEW YORK

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND AGREEMENT OF TRUST (“Amendment”) is entered into as of October 31, 2024 by and among The City of New York, NYCTL 2021-A Residual Trust, as Owner, and Wilmington Trust Company, as Issuer Trustee.

RECITALS:

A. NYCTL 2021-A Trust, a Delaware statutory trust (the “Trust”), is governed by that certain Amended and Restated Declaration and Agreement of Trust, dated as of February 24, 2022 (the “Trust Agreement”), by and between The City of New York and the Issuer Trustee, as agreed to and accepted by the NYCTL 2021-A Residual Trust for the purpose stated therein.

B. Pursuant to an Assignment and Assumption Agreement (the “2021-A Assignment Agreement”), dated as of October 31, 2024, between the Trust, as assignor, and the NYCTL 1998-2 Trust (the “1998-2 Trust”), as assignee, the 1998-2 Trust desires to purchase tax liens from the Trust and assume all of the rights and obligations of the Trust under: (i) that certain Servicing Agreement, dated as of January 3, 2022, among the Trust, MTAG Services, LLC (“MTAG”), as servicer, and The Bank of New York Mellon (the “Bank”) (the “MTAG Servicing Agreement”); (ii) that certain Servicing Agreement, dated as of January 3, 2022, among the Trust, Tower Capital Management, LLC, as servicer (“Tower” and each of Tower and MTAG, a “Servicer”) and the Bank (the “Tower Servicing Agreement” and each of the Tower Servicing Agreement and the MTAG Servicing Agreement, a “Servicing Agreement”); and (iii) the Paying Agent and Custody Agreement, dated as of January 3, 2022, among the Trust, MTAG, Tower and the Bank, as paying agent, collateral agent and custodian (the “Original Paying Agent and Custody Agreement”), as amended by Amendment No. 1 (“Amendment No. 1”), dated as of October 31, 2024, among the Trust, each Servicer and The Bank of New York Mellon as paying agent, collateral agent and custodian (as so amended, the “Paying Agent and Custody Agreement”).

C. To facilitate the sale of tax liens and the assignment of the Trust's rights and obligations under each Servicing Agreement and the Paying Agent and Custody Agreement from the Trust to the 1998-2 Trust, the Owner desires the Issuer Trustee to enter into this Amendment and desires the Trust to enter into various related documents, including, without limitation, the 2021-A Assignment Agreement and Amendment No. 1.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment and the Trust Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. All defined terms used herein shall have the same meaning as set forth in the Trust Agreement, unless expressly provided otherwise herein.

2. Amendments. The Trust Agreement is hereby amended as follows:

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

“Amendment No. 1”: shall mean the amendment to the Original Paying Agent and Custody Agreement, dated as of October 31, 2024, among the Trust, MTAG Services, LLC (“MTAG”), as servicer, Tower Capital Management, LLC (“Tower”), as servicer, and The Bank of New York Mellon, as paying agent, collateral agent and custodian.

“Original Paying Agent and Custody Agreement”: shall mean the Paying Agent and Custody Agreement, dated as of January 3, 2022, among the Trust, MTAG, as servicer, Tower, as servicer, and the Bank, as paying agent, collateral agent and custodian.

“2021-A Assignment Agreement”: shall mean the Assignment and Assumption Agreement, dated as of October 31, 2024, between the Trust, as assignor, and the 1998-2 Trust, as assignee.

B. The definition of Paying Agent and Custody Agreement in Section 1.01 is hereby amended and restated in its entirety as follows:

“Paying Agent and Custody Agreement”: shall mean the Original Paying Agent and Custody Agreement, as amended by Amendment No. 1.

C. The following new Section 11.12 is hereby added immediately after Section 11.11 thereof:

Section 11.12 Authorization.

“Notwithstanding any other provision of this Agreement to the contrary, the Trust shall have full right, power and authority, and is hereby authorized, to

- (a) execute, deliver and perform the 2021-A Assignment Agreement, Amendment No. 1 and all agreements, instruments, termination statements, certificates, orders and other writings contemplated by, or necessary or incidental to the transactions under, the 2021-A Assignment Agreement or Amendment No. 1 (collectively, including the 2021-A

Assignment Agreement and Amendment No. 1, the “Trust Consolidation Documents”), and

- (b) take any action and engage in any activities, including making any filings, necessary or incidental to or in furtherance of the transactions pursuant to the Trust Consolidation Documents.”

3. Direction of Issuer Trustee. Pursuant to the Trust Agreement, the Owner hereby directs the Issuer Trustee to execute and deliver this Amendment and to execute and deliver on behalf of the Trust the 2021-A Assignment Agreement, Amendment No. 1 and each other Trust Consolidation Document furnished to the Issuer Trustee from time to time by or on behalf of, or at the request of, the Owner or its counsel, and the Owner hereby confirms to the Issuer Trustee that the foregoing direction by the Owner, and such execution and delivery by the Issuer Trustee pursuant to such direction, is authorized under the Trust Agreement, is not contrary to the terms of, and is not contrary to any obligation of the Issuer Trustee or the Trust under, the Trust Agreement (including, without limitation, Article II and Article IV of the Trust Agreement) or any Basic Document and is not otherwise contrary to law. The Owner confirms that the foregoing direction constitutes written instructions contemplated by Section 4.02 of the Trust Agreement.

4. Indemnification of Issuer Trustee. Subject to the terms and limitations of Section 4.02 of the Purchase Agreement, the City hereby indemnifies and holds harmless Wilmington Trust, in its individual capacity and as Issuer Trustee against and from any liability, fee, cost or expense (including reasonable legal fees and expenses) which may be incurred or charged by Wilmington Trust, in its individual capacity or as Issuer Trustee, as a result of any action taken by the Issuer Trustee at the direction of the Owner pursuant to this Amendment.

5. Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

6. Severability. Any provision of this Amendment which 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.

7. Successors and Assigns. All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Issuer Trustee, the Owner and their respective successors and assigns, all as herein provided. Any request, notice, direction, consent, waiver or other writing or action by the Issuer Trustee or Owner shall bind each of its successors and assigns.


8. No Other Amendments. Except as expressly provided herein, the Trust Agreement shall remain in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Trust Agreement, the terms of this Amendment shall be controlling.

9. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, 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; PROVIDED, HOWEVER, THAT MATTERS REGARDING THE AUTHORITY OF THE CITY AND THE VALIDITY OF ACTIONS TAKEN BY THE CITY HEREUNDER SHALL BE GOVERNED BY NEW YORK LAW OR THE LAW OF THE STATE OF ITS ORGANIZATION.

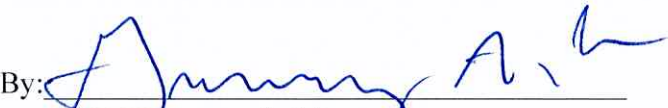
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Amended and Restated Declaration and Agreement of Trust to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY,
as Issuer Trustee

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

NYCTL 2021-A RESIDUAL TRUST, as Owner
By: WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as trustee

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

Approved as to Form

THE CITY OF NEW YORK

By: _____
Name:
Title:

By: _____
Name:
Title:

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By: WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as trustee

By: _____
Name:
Title:

Approved as to Form

THE CITY OF NEW YORK

By: Albert Rodriguez
Name:
Title: Acting Corporation Counsel

By: Colette McCain-Jacques
Name: Colette McCain-Jacques
Title: Assistant Commissioner