

AMENDMENT NO. 1

to

AMENDED AND RESTATED SERVICING AGREEMENT

among

NYCTL 1998-2 TRUST  
Issuer,

TOWER CAPITAL MANAGEMENT, LLC  
Servicer,

and

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

dated as of August 5, 2025

AMENDMENT NO. 1 (“Amendment”), dated as of August 5, 2025, 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 “Issuer”), Tower Capital Management, LLC, as servicer (“Tower”), 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 Amended and Restated Servicing Agreement, dated as of June 30, 2021, as amended and otherwise modified from time to time (the “Agreement”);

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

NOW THEREFORE, the Issuer, 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:

“Adjusted Redemptive Value”: With respect to any Tax Lien, Eligible Substitute Tax Lien or Deleted Tax Lien and any date of calculation, (i) the Tax Lien Principal Balance thereof plus all accrued interest thereon and recoverable Lien Administration Expenses on such date, as of such date of calculation, exclusive of, in the case of the Bankruptcy Tax Liens where a Property Owner was in Bankruptcy as of the applicable Conveyance Date, the 5% surcharge and any interest rate increases pursuant to Section 11 332 of Chapter 3 of Title 11 of the City Admin. Code (to the extent such surcharge is applicable), the costs of notice and advertisement and any other penalty amounts, or (ii) in the case of a Tax Lien that has been the subject of a judicial modification in a Bankruptcy Proceeding, the amount fixed by the applicable bankruptcy court.

“Redemptive Value”: With respect to any Tax Lien, Eligible Substitute Tax Lien or Deleted Tax Lien and any date of calculation, (i) the Tax Lien Principal Balance thereof plus all accrued interest thereon as of such date of calculation, exclusive of, in the case of the Bankruptcy Tax Liens where a Property Owner was Bankrupt as of the applicable Conveyance Date, the 5% surcharge and any interest rate increases pursuant to Section 11 332 of Chapter 3 of Title 11 of the City Admin. Code (to the extent such surcharge is applicable), the costs of notice and advertisement and any other penalty amounts, or (ii) in the case of a Tax Lien that has been the subject of a judicial modification in a Bankruptcy Proceeding, the amount fixed by the applicable bankruptcy court.

“Tax Lien Interest Rate”: The rate of 16% per annum, compounded daily, in the case of Tax Liens where the assessed value of the Property is greater than \$450,000, 9% per annum, compounded daily, in the case of Tax Liens where the assessed value of the Property is greater than \$250,000 but less than or equal to \$450,000, or 6% per annum, compounded daily, in the case of Tax Liens where the assessed value of the Property is \$250,000 or less; provided, however, that such rate shall be the statutory judgment rate of interest, currently 9% per annum, in the case of any Tax Lien with respect to which a judgment of foreclosure has been entered. Notwithstanding the foregoing, the interest rates described in this definition may be adjusted

from time to time in accordance with changes to applicable Laws, and any such changes are hereby incorporated by reference without the need for an amendment to this Agreement.

Section 2. Section 2.01(d) of the Agreement is hereby amended in its entirety with the following language:

(d) The Servicer shall not take any steps in violation of applicable bankruptcy laws regarding any Tax Lien as to which the related Property Owner is Bankrupt. To this end but without limiting the generality of the foregoing, the Servicer shall, with respect to the Bankruptcy Tax Liens, unless authorized by the applicable bankruptcy court, refrain from any acts of collection during the time that the related Property Owner or the Property is the subject of a Bankruptcy Proceeding (the “Restrained Acts”), including (i) the application of costs of any advertisements and notices given in connection with the sale of such Bankruptcy Tax Liens by the City to the Issuer as well as the additional 5% surcharge on the total amount of the Bankruptcy Tax Lien which is added pursuant to the City Admin. Code (to the extent such surcharge is applicable), (ii) interest rate increases pursuant to Section 11-332 of the City Admin. Code and (iii) any act to enforce or collect the Bankruptcy Tax Liens by act of foreclosure or other legal means (including but not limited to the sending of letters other than those required by statute) without first obtaining appropriate judicial relief; provided, however, that the Servicer may send each Property Owner a so-called “hello letter” in which the Servicer identifies itself as the servicer of the Tax Liens. Additionally, any time periods for the commencement of foreclosure proceedings shall be suspended during the time the related Property Owner is Bankrupt.

Section 3. Section 2.02(h) of the Agreement is hereby amended in its entirety with the following language:

(h) Special Treatment of Certain Residential Tax Liens. The Servicer acknowledges that the servicing of the water and sewer component of certain residential Tax Liens may require special procedures to assure that the actions of the Servicer in servicing such Liens do not violate the Federal Fair Debt Collection Practices Act (the “FDCPA”) or other similar federal, state or local laws (collectively, “Debt Collection Laws”). In furtherance thereof and with respect to those Tax Liens identified by the City to the Servicer (the “Identified Tax Liens”), the Servicer shall not initiate contact with any Person who is not specified in FDCPA Section 805 regarding the water and sewer component of an Identified Tax Lien, unless (a) it has the consent of the consumer or the express permission of a court of competent jurisdiction in accordance with applicable Debt Collection Laws; (b) it is for the acquisition of location information in accordance with applicable Debt Collection Laws; (c) it is reasonably necessary to effectuate a postjudgment judicial remedy in accordance with applicable Debt Collection Laws or (d) the Servicer has determined that such contact is not prohibited by any Debt Collection Laws or any other Laws; provided, however, that the Servicer is authorized and directed to respond to inquiries from the debtor or any other Person relating to an Identified Tax Lien, including but not limited to providing payoff calculations, forbearance agreements and information regarding the Tax Lien.

The Servicer acknowledges and agrees that it shall waive the 5% surcharge and the accrued interest thereon on applicable Properties identified by the City in accordance with Section 11-332(c) and (d) of Chapter 3 of Title 11 of the City Admin. Code.

Section 4. Section 2.09 is hereby amended by inserting a new subclause (d) with the following language:

(d) Notwithstanding anything to the contrary, the Servicer shall charge-off from the aggregate Tax Lien Principal Balance the 5% surcharge and the accrued interest thereon on applicable Properties identified by the City as uncollectible pursuant to Section 11-332(c) and (d) of Chapter 3 of Title 11 of the City Admin. Code.

Section 5. Section 2.12 is hereby amended in its entirety with the following language:

Section 2.12 Allocation of Payments In the event that (i) a payment is received by the Servicer from a Property Owner whose Property is subject to tax liens owned not only by the Issuer and/or a PACE Charge Lien Owner, but also by other trusts for which the Bank is the indenture trustee and (ii) the Servicer is required to determine the allocation of such payment between these trusts, the Servicer shall allocate such payment to the various trusts in inverse order of the original date of sale to the trusts of the tax liens to which such Property is subject, and such payment shall be allocated to the payment of PACE Charge Liens only after payment of all other tax liens to which such Property is subject. The Bank shall notify the Servicer as to properties which are subject to Tax Liens owned by the Issuer and/or a PACE Charge Lien Owner and such other trusts. In the event that (i) a payment is received by the Servicer from a Property Owner whose Property is subject to Tax Liens or portions of Tax Liens bearing interest at any combination of 5%, 6%, 7%, 9%, 16% and 18%, and (ii) the Servicer is required to determine the allocation of such payment between such Tax Liens or portions of Tax Liens, the Servicer shall allocate such payment in the following order: first, to the payment of recoverable Lien Administration Expenses; second, to the payment of accrued interest on and the principal of the Tax Liens (other than the PACE Charge Liens) or portions thereof bearing interest at 18%; third, to the payment of accrued interest on and the principal of the Tax Liens (other than the PACE Charge Liens) or portions thereof bearing interest at 16%; fourth, to the payment of accrued interest on and the principal of the Tax Liens (other than the PACE Charge Liens) or portions thereof bearing interest at 9%; fifth, to the payment of accrued interest on and the principal of the Tax Liens (other than the PACE Charge Liens) or portions thereof bearing interest at 7%; sixth, to the payment of accrued interest on and the principal of the Tax Liens (other than the PACE Charge Liens) or portions thereof bearing interest at 6%; seventh, to the payment of accrued interest on and the principal of the Tax Liens (other than the PACE Charge Liens) or portions thereof bearing interest at 5%; and eighth, to the payment of accrued interest on and the principal of the PACE Charge Liens or portions thereof bearing interest at 5%, 6%, 7%, 9%, 16% and 18% in the same order as set forth in clauses *second* through *seventh* above. For the avoidance of doubt, partial payments received by the Servicer from a Property Owner shall not be applied to PACE Charge Liens until all other tax lien components have been paid in full. If the Servicer receives a payment from a Property Owner that does not specify the delinquent tax lien to which the payment is to be applied, then such payment shall be applied in accordance with applicable Law and, as to the Tax Liens and any other tax lien that ranks pari

passu therewith, on a pro rata basis in accordance with the Adjusted Redemptive Value (or comparable amount) thereof. Notwithstanding the foregoing, the interest rates described in this Section 2.12 may be adjusted from time to time in accordance with changes to applicable Laws, and any such changes are hereby incorporated by reference without the need for an amendment to this Agreement.

Section 6. Section 7.04 is hereby amended by replacing clause (i) under the fourth paragraph with the following language:

(i) Information about such Property, including property tax class, property type, description and amount of the Tax Lien or Tax Liens, the costs of any advertisements and notices, the amount of the surcharge pursuant to Section 11-332 of the City Admin. Code (to the extent such surcharge is applicable), and the amount of interest and penalties; and

Section 7. 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 8. 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 9. 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 10. Separate Counterparts; Electronic Signatures. 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. Each of the parties hereto agrees that the transaction consisting of this Amendment may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Amendment using an electronic signature, it is signing, adopting, and accepting this Amendment and that signing this Amendment using an electronic signature is the legal equivalent of having placed its handwritten signature on this Amendment on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Amendment in a usable format.

[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: Mary Kate Klodarska  
Title: Assistant Vice President

TOWER CAPITAL MANAGEMENT,  
LLC, as 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, as 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 1998-2 TRUST

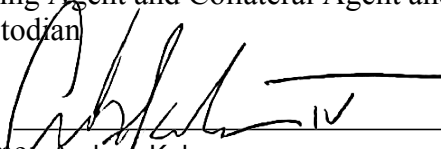
By: WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Issuer Trustee on behalf of the Trust

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

TOWER CAPITAL MANAGEMENT,  
LLC, as Servicer

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

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

By:  \_\_\_\_\_  
Name: Andrew Kolesar  
Title: Agent