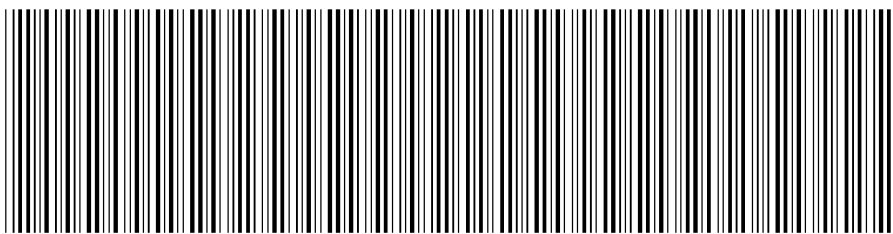


Title documents

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2024011101174001001EE014

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 17**

**Document ID: 2024011101174001**

Document Date: 12-27-2023

Preparation Date: 01-11-2024

Document Type: AGREEMENT

Document Page Count: 15

**PRESENTER:**

CSC  
801 ADLAI STEVENSON DRIVE  
SPRINGFIELD, IL 62703

**RETURN TO:**

CSC  
801 ADLAI STEVENSON DRIVE  
SPRINGFIELD, IL 62703

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
MANHATTAN	1267	1	Entire Lot	1290 AVENUE OF THE AMER
<b>Property Type:</b> COMMERCIAL REAL ESTATE				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**PARTY 1:**

HWA 1290 III LLC  
888 SEVENTH AVENUE  
NEW YORK, NY 10106

**PARTY 2:**

WELLS FARGO BANK  
1290 AVENUE OF THE AMERICAS  
NEW YORK, IL 10104

Additional Parties Listed on Continuation Page

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

**TOTAL:** \$ 0.00

Recording Fee: \$ 112.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE**

**OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 01-16-2024 13:15

City Register File No.(CRFN):

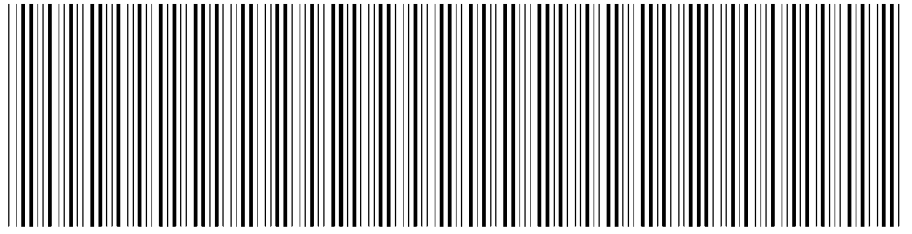
**2024000012289**



*Colette McChin-Jacques*

**City Register Official Signature**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2024011101174001001CE294

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 17**

**Document ID: 2024011101174001**

Document Date: 12-27-2023

Preparation Date: 01-11-2024

Document Type: AGREEMENT

**PARTIES**

**PARTY 1:**

HWA 1290 IV LLC  
888 SEVENTH AVENUE  
NEW YORK, NY 10106

**PARTY 1:**

HWA 1290 V LLC  
888 SEVENTH AVENUE  
NEW YORK, NY 10106

---

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE  
BENEFIT OF HOLDERS OF NYO COMMERCIAL MORTGAGE TRUST 2021-  
1290, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES  
2021-1290  
(Lender)**

- and -

**KING & SPALDING LLP  
(Tenant)**

- and -

**HWA 1290 III LLC, HWA 1290 IV LLC and HWA 1290 V LLC  
(collectively, Landlord)**

---

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

---

Dated: as of December 27, 2023

Location: 1290 Avenue of Americas

Block: 1267

Lot: 1

County: New York

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Bryan Cave Leighton Paisner LLP  
One Atlantic Center, 14<sup>th</sup> Floor  
1201 W. Peachtree Street N.W.  
Atlanta, Georgia 30309  
Attention: Bob Stupar, Esq.

## **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 27<sup>th</sup> day of December, 2023, by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF HOLDERS OF NYO COMMERCIAL MORTGAGE TRUST 2021-1290, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2021-1290** (together with its successors and/or assigns, "Lender"), **KING & SPALDING LLP**, a Georgia limited liability partnership ("Tenant"), and **HWA 1290 III LLC, HWA 1290 IV LLC and HWA 1290 V LLC**, each a Delaware limited liability company (together with their successors and assigns ("Landlord").

### RECITALS:

A. Landlord owns, leases or controls the land located at 1290 Avenue of Americas, New York, New York 10104 ("Land") described in Exhibit A attached hereto and the building and related improvements located thereon (the "Building"; the Land and Building are collectively referred to as the "Property").

B. Under the terms of a certain lease (together with any amendments, supplements or modifications thereto, the "Lease") dated December 27, 2023 between Tenant and Landlord, or Landlord's predecessor in title, Tenant has leased a portion of the Building, as more particularly described in the Lease (the "Demised Premises").

C. Landlord has executed that certain Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 16, 2021, in favor of Lender (the "Mortgage") pursuant to which Landlord has encumbered Landlord's interest in the Land, Building and Lease to secure, among other things, the payment of certain indebtedness owing by Landlord to Lender as described therein and in all other documents evidencing, securing or guaranteeing such indebtedness (the "Loan Documents").

D. The parties hereto desire to have the Lease be subordinate to the Mortgage and the lien thereof, to establish certain rights of non-disturbance for the benefit of Tenant under the Lease, and further to define the terms, covenants and conditions precedent for such rights.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the parties hereto mutually agree as follows:

1. Subordination. Subject to the terms of this Agreement, the Lease, as the same may hereafter be modified, amended or extended, is and shall at all times continue to be subject and subordinate in all respects to the lien of the Mortgage, including without limitation, all renewals, increases, modifications, consolidations, extensions and amendments thereof with the same force and effect as if the Mortgage and the other Loan Documents had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease.

2. Non-Disturbance. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the term of the Lease, including any extensions and renewals of such term now provided thereunder (such date, the “Expiration Date”), and so long as Tenant is not then in monetary or material nonmonetary default under any of the terms, covenants and conditions of the Lease beyond any applicable notice and cure periods such that the Lease is terminable by Landlord pursuant to the terms of the Lease, Lender agrees on behalf of itself, its successors and assigns, including any purchaser at such foreclosure (each being referred to herein as an “Acquiring Party”), that Lender (i) shall not name or join Tenant as a party therein unless such joinder shall be required by law in connection with the foreclosure, provided, however, such joinder shall not result in the termination of the Lease and (ii) shall not terminate, affect, or disturb the Tenant’s access to, possession, quiet enjoyment or use of the Demised Premises (including the rights of any occupant rightfully claiming by or under Tenant pursuant to the terms of the Lease, but, as Landlord, may exercise rights under the Lease due to Tenant’s default), and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Mortgage shall be made subject to all rights of Tenant under the Lease (subject to the terms of this Agreement), provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights Tenant shall not be in monetary or material non-monetary default under any of the terms, covenants or conditions of this Agreement on Tenant’s part to be observed or performed beyond the expiration of any applicable notice or grace periods; provided, further, however, that Lender and Tenant agree that the following provisions of the Lease (if any) shall not be binding on Lender or Acquiring Party: any option to purchase, right of first offer to purchase, any right of first refusal to purchase or any similar right to purchase with respect to all or any portion of the Property.

3. Attornment. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the Expiration Date, (A) the Acquiring Party shall not terminate or disturb Tenant’s possession of the Demised Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (B) the Acquiring Party shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); and (C) Tenant shall, at the election of the Acquiring Party, either: (i) attorn to and recognize the Acquiring Party as the new landlord under the Lease, which Lease shall thereupon become a direct lease between Tenant and the Acquiring Party for the remainder of the term of the Lease (including all extension periods which have been or are thereafter exercised) upon the same terms and conditions as are set forth in the Lease (subject to the terms of this Agreement); or (ii) if any Landlord default under the Lease is not susceptible to cure and results in the termination of the Lease, or the Lease is terminated for any other reason, including, without limitation, as a result of rejection in a bankruptcy or similar proceeding, then upon receiving the written request of the Acquiring Party, Tenant shall enter into a new lease of the Demised Premises with the Acquiring Party (a “New Lease”), which New Lease shall be upon the same terms, covenants and conditions as are set forth in the Lease (subject to the terms of this Agreement) for the remainder of the term of the Lease (including all extension periods which have been or are thereafter exercised). In either such event described in the preceding clauses (i) or (ii) of this Section 3, Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease (or the New Lease, as applicable) for the benefit of the Acquiring Party. For all purposes of this Agreement, the word “Lease” shall be deemed to mean the Lease or any such New Lease, as applicable.

4. Limitation of Liability. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the Expiration Date, the liability of Lender, its successors and assigns, or Acquiring Party, as the case may be, shall be limited to its interest in the Property, including (i) insurance and condemnation proceeds, (ii) Acquiring Party's interest in the Lease, and (iii) the proceeds from any sale or other disposition of the Property by Acquiring Party (to the extent that Acquiring Party has received the foregoing items (i)-(iii)); provided, however, that Lender or Acquiring Party, as the case may be, and their respective successors and assigns, shall in no event and to no extent:

a. be liable to Tenant for any past act, omission or default on the part of any prior landlord (including Landlord) and Tenant shall have no right to assert the same or any damages arising therefrom as an offset, defense or deficiency against Lender, Acquiring Party or the successors or assigns of either of them, except as provided in Section 4(b) of this Agreement; provided, further (i) the foregoing shall not excuse Acquiring Party's or its successors' or assigns', as applicable, obligation under the Lease to perform any unperformed obligations under the Lease (except to the extent any other subparagraph of this Section 4 provides that Acquiring Party is not obligated to perform such unperformed obligations) to the extent such unperformed obligations accrue during, or are otherwise applicable to, the period after Acquiring Party obtains title to the Property and (ii) the foregoing shall not limit Tenant's right to exercise against Acquiring Party any rights or remedies otherwise available to Tenant because of any act, omission or default first occurring after the date Lender or Acquiring Party obtains title to the property;

b. be liable for or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); provided, however, the foregoing shall not limit any abatements, offsets, or rent credits expressly permitted by the terms of the Lease, including, without limitation, those set forth in Section 1.2(B), Section 6.2(D), Section 6.2(E), Section 7.13(D), Section 10.3, and Section 34.22(B) of the Lease, so long as Lender has received notice of the applicable defaults to which any abatement, offset, or rent credit rights relate in accordance with the terms of Section 8 of this Agreement;

c. be liable for any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date thereof or any deposit, rental security or any other sums deposited with any prior landlord (including Landlord), except (i) for operating expenses and real estate taxes made in accordance with the lease that are reconciled annually, which will not be considered prepaid rent or (ii) to the extent such monies are otherwise approved or actually received by Lender or Acquiring Party, as applicable;

d. be bound by any amendment, modification or termination of the Lease (except for termination pursuant to the express terms of the Lease, provided that in the event of any such termination resulting from a default by Landlord under the Lease, Lender shall have received notice and opportunity to cure with respect to such default in accordance with the terms of Section 8 of this Agreement and shall not have cured such default within the time permitted by Section 8 of this Agreement) or by any waiver or forbearance on the part of any prior landlord (including Landlord), in either case to the extent the same is made or given without the prior written consent of Lender if such consent is required pursuant to the terms of Section 6 of this Agreement;

e. be bound by any warranty, representation, or indemnity of any nature whatsoever made by any prior landlord (including Landlord) under the Lease including any warranties, representations, or indemnities regarding any work required to be performed under the Lease, use, compliance with zoning, hazardous wastes or environmental laws, habitability, fitness for purpose, title or possession (provided, however, this does not limit the applicability of any indemnities of landlord in the Lease from and after the date Lender or Acquiring Party obtains title to the property);

f. be liable to Tenant for construction or restoration, or delays in construction or restoration, of the Building or the Demised Premises or for the obligations of any prior landlord (including Landlord) to reimburse Tenant for or indemnify Tenant against any costs, expenses or damages arising from such construction or any delay in Tenant's occupancy of the Demised Premises; provided that the foregoing shall not (i) limit Tenant's right to exercise against any Acquiring Party any setoff, defense or counterclaim otherwise available to Tenant as expressly set forth in the Lease and arising from and after the date Lender or Acquiring Party obtains title to the property, (ii) limit any Acquiring Party's obligation to correct any conditions that existed as of the date Lender or Acquiring Party obtains title to the property and violate Acquiring Party's obligations as "Landlord" under the Lease, (iii) limit Tenant's rights and remedies with respect to Landlord's failure to fund the Tenant Fund or Core Fund (each as defined in the Lease) or any other construction or fit-out allowance (regardless as to whether such failure occurred prior to or after the applicable date Lender or Acquiring Party obtains title to the property), (iv) excuse Lender's, Acquiring Party's or their respective successors' or assigns', as applicable, obligation to make repairs or replacements following fire, casualty or condemnation to the extent required under the Lease or to make day-to-day maintenance and repairs required under the Lease and shall not limit any rights of abatement, offset or rent credit expressly set forth in the Lease, (v) limit Tenant's rights pursuant to Section 4(b) above (regardless as to whether such right accrued prior to or after the applicable date Lender or Acquiring Party obtains title to the property) or (vi) excuse Lender's, Acquiring Party's or their respective successors' or assigns', as applicable, obligation to perform Landlord's Work (as defined in the Lease). Notwithstanding the foregoing or anything to the contrary set forth herein, Acquiring Party shall be liable to Tenant for the payment of the Tenant Fund and the Core Fund in accordance with the terms of the Lease;

g. intentionally omitted; or

h. be bound by any assignment of the Lease or sublease of the Demised Premises or any portion thereof, made subsequent to the date of this Agreement without Lender's prior written consent if the consent of landlord is required per the terms of the Lease.

5. Rent. Tenant hereby agrees to and with Lender that, upon thirty (30) business days' receipt from Lender of a notice of any default by Landlord under the Mortgage or the other Loan Documents beyond any applicable grace or notice and cure periods provided for therein (a "Mortgage Notice"), Tenant will pay to Lender directly all rents, additional rents and other sums then or thereafter due under the Lease without any inquiry as to whether such default actually exists under the Mortgage or other Loan Documents and notwithstanding any contrary instructions of or demands from Landlord. In the event of the foregoing, Landlord hereby authorizes Tenant to pay to Lender directly all rents, additional rents and other sums then or thereafter due under the Lease. In addition, Landlord hereby indemnifies and holds Tenant harmless from and against any and all claims, causes of actions, demands, liabilities and losses of any kind of nature, including but not limited, to attorney's fees and expenses, sustained by Tenant as a result of any and all



claims by third parties claiming through Landlord all or any portion of the rent, additional rents, and other sums due under the Lease which are paid by Tenant directly to Lender in accordance with the terms and conditions hereof.

Landlord further agrees that any sums paid to Lender pursuant to this Section 5 shall be in satisfaction of Tenant's obligations under the Lease to the same extent as if such rent were paid directly to Landlord or Landlord's designee and Tenant shall be entitled to a credit under the Lease against such obligations.

6. No Amendment. Landlord and Tenant each agree not to amend, modify or terminate the Lease in any manner without the prior written consent of the Lender if and to the extent Lender's consent is required pursuant to the terms of the Loan Documents; provided, however, that the following shall not be deemed amendments or modifications requiring Lender's consent for purposes of the foregoing: (a) any communications between Landlord and Tenant of an administrative nature relating to the ordinary course of operation of the Property that do not purport to be amendments or modifications of the Lease and do not materially adversely affect the rights of Landlord, Lender, Acquiring Party or their respective successors or assigns, (b) amendments confirming the exercise of rights or options (such as renewal options and/or expansion options and/or contraction options) under the Lease, or (c) any modification whose sole purpose is to memorialize the rentable square feet of the Demised Premises or the rent commencement date or any other matter which pursuant to the terms of the Lease was to first be determined after the date of the Lease.

7. Further Documents. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. The parties hereby agree, however, to execute and deliver to each other, or such other person to whom Tenant herein agrees to attorn, such other instruments as such party shall reasonably request in order to effectuate said provisions.

8. Lender to Receive Notices. Tenant shall provide Lender with copies of all written notices sent to Landlord pursuant to the Lease with the transmission of such notices to Landlord. Tenant agrees that if there occurs a default by Landlord under the Lease:

a. Tenant shall give a copy of each default notice given to Landlord pursuant to the Lease to Lender;

b. Except in the event of an emergency as set forth in Section 8.5 of the Lease, Tenant shall grant to Lender an additional thirty (30) day cure period beyond Landlord's cure period for the applicable default beginning on the later of: (i) the date that Landlord's cure period expires or (ii) the date Lender receives written notice of the applicable default. Lender hereby agrees to provide notice to Tenant in the event Lender elects to exercise its cure rights under this Section 8; and

c. In addition, as to any default by Landlord the cure of which requires possession and control of the Demised Premises, if after written notice to Tenant within thirty (30) days after receipt of the default notice Lender exercises reasonable efforts to cure or cause to be cured such breach or default within the period permitted by this Section, Lender's cure period shall continue for such additional time as may be reasonably necessary to either (x) obtain possession

and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity (such additional cure period not to exceed 120 days), or (y) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure such default (but not to exceed 120 days, provided that if any injunction or stay issued (including an automatic stay due to a bankruptcy proceeding) that prohibits Lender from instituting and/or completing foreclosure proceedings and possession of the Building by Lender is required to cure the applicable default, then such 120 period shall be tolled until such injunction or stay is lifted or removed).

Notwithstanding anything contained herein to the contrary, Section 8(b) and 8(c) above shall not apply with respect to, and shall in no way limit Tenant's (i) abatement, offset or rent credit rights pursuant to Section 4(b) above (regardless as to whether such right accrued prior to or after the applicable date Lender or an Acquiring Party obtains title to the Property) or (ii) self-help right in the event of an emergency as set forth in Section 8.5 of the Lease.

9. Notices. All notices, demands, approvals and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given upon receipt when personally served or sent by overnight delivery service or upon the third (3rd) business day after mailing if sent by U. S. registered or certified mail, postage prepaid, addressed as follows:

Lender:

Wells Fargo Bank, National Association, as Trustee for  
the benefit of Holders of NYO Commercial Mortgage  
Trust 2021-1290, Commercial Mortgage Pass-Through  
Certificates, Series 2021-1290  
c/o Midland Loan Services  
10851 Mastin Street, Suite 300  
Overland Park, Kansas 66210  
Attention: Asset Management

With a copy to:

Bryan Cave Leighton Paisner LLP  
One Atlantic Center, 14<sup>th</sup> Floor  
1201 W. Peachtree Street N.W.  
Atlanta, Georgia 30309  
Attention: Bob Stupar, Esq.

Landlord:

HWA 1290 III LLC, HWA 1290 IV LLC and HWA 1290 V LLC  
c/o Vornado Realty Trust  
888 Seventh Avenue  
New York, New York 10106  
Attention: Chief Financial Officer

And to:

Vornado Realty L.P.  
888 Seventh Avenue  
New York, New York, 10106  
Attention: Head of Capital Markets

And to:

Vornado Realty L.P.  
888 Seventh Avenue  
New York, New York, 10106  
Attention: Corporation Counsel

And to:

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: Arthur S. Adler, Esq.

Tenant:

King & Spalding LLP  
1185 6th Avenue  
New York, New York  
Attention: Managing Partner, New York

with a copy to:

King & Spalding LLP  
1185 6th Avenue  
New York, New York  
Attention: Director of Administration, New York

and:

King & Spalding LLP  
1180 Peachtree Street, NE  
Suite 1600  
Atlanta, Georgia 30309  
Attention: Director of Facilities

and:

Lowenstein Sandler LLP  
1251 Avenue of the Americas  
New York, New York 10020

Attention: Julia E. Sanabria, Esq.

or to such other address in the United States as such party may from time to time designate by written notice to the other parties.

10. Binding Effect. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Lender, any Acquiring Party, Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

11. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the parties hereto or their respective successors in interest.

12. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

13. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

14. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

15. Authority. Each of the undersigned parties further represents and warrants to the other parties hereto that the person executing this Agreement on behalf of each such party hereto has been duly authorized to so execute this Agreement and to cause this Agreement to be binding upon such party and its successors and assigns.

16. Tenant's Personal Property. It is expressly agreed to between Lender, Landlord and Tenant that in no event shall the Mortgage cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs or other personal property at any time placed in, on or about the Property.

17. Subsequent Transfer. If any Acquiring Party, by succeeding to the interest of Landlord under the Lease, should become obligated to perform the covenants of Landlord thereunder, then, upon any transfer of Landlord's interest by such Acquiring Party, all obligations under the Lease accruing from and after such transfer shall terminate as to such Acquiring Party.

18. Waiver of Jury Trial. LANDLORD, TENANT AND LENDER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.

19. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

20. Transfer of Loan. Lender may sell, transfer and deliver the Note (as defined in the Loan Documents) and Lender may assign the Mortgage, this Agreement and the other documents executed in connection therewith to one or more investors in the secondary mortgage market (“Investors”). In connection with such sale, Lender may retain or assign responsibility for servicing the loan, including the Note, the Mortgage, this Agreement and the other documents executed in connection therewith, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Investors provided that (i) Lender remains the sole point of contact for obtaining consents and providing notices to and (ii) Tenant is not required to incur any out-of-pocket expenses in connection therewith. All references to Lender herein shall refer to and include any such servicer to the extent applicable.

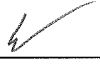
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**LENDER:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF HOLDERS OF NYO COMMERCIAL MORTGAGE TRUST 2021- 1290, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2021-1290**

By: Midland Loan Services, a Division of PNC Bank, National Association, its Master Servicer

By:   
Name: Wm. Dugger Schwartz  
Title: Senior Vice President Servicing Officer

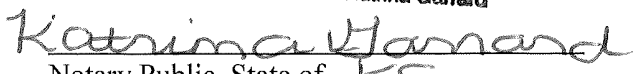
STATE OF Kansas §

COUNTY OF Johnson §

This instrument was acknowledged before me on the 28 day of December, 2023, by \*, SVP of Midland Loan Services, a Division of PNC Bank, National Association, in its capacity as Master Servicer for WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF HOLDERS OF NYO COMMERCIAL MORTGAGE TRUST 2021- 1290, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2021-1290, in its capacity as Lender.

WITNESS my hand and official seal

\* Wm. Dugger Schwartz

  
Notary Public, State of KS



**TENANT:**

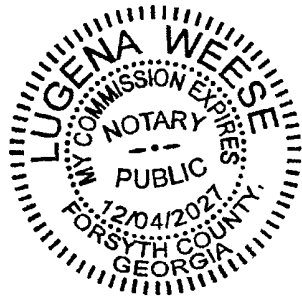
**KING & SPALDING LLP,**  
a Georgia limited liability partnership

By: B.C.P.  
Name: BRYAN POPE  
Title: DIRECTOR, FACILITIES + Admin. Ops.

STATE OF Georgia §  
COUNTY OF Douglas §

On the 28 day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan Pope, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Luzena Weese  
Notary Public, State of Georgia



**LANDLORD:**

**HWA 1290 III LLC**, a Delaware limited liability company

By: Hudson Waterfront Associates III, L.P., a Delaware limited partnership, as sole equity member

By: Hudson Waterfront III Corporation, a Delaware corporation, its sole general partner

By:

\_\_\_\_\_  
Glen J. Weiss  
Executive Vice President

**HWA 1290 IV LLC**, a Delaware limited liability company

By: Hudson Waterfront Associates IV, L.P., a Delaware limited partnership, as sole equity member

By: Hudson Waterfront IV Corporation, a Delaware corporation, its sole general partner

By:

\_\_\_\_\_  
Glen J. Weiss  
Executive Vice President

**HWA 1290 V LLC**, a Delaware limited liability company

By: Hudson Waterfront Associates V, L.P., a Delaware limited partnership, as sole equity member

By: Hudson Waterfront V Corporation, a Delaware corporation, its sole general partner

By:

\_\_\_\_\_  
Glen J. Weiss  
Executive Vice President



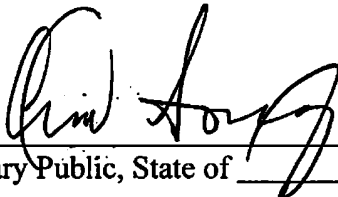
STATE OF New York §

COUNTY OF New York §

This instrument was acknowledged before me on the 27<sup>TH</sup> day of December, 2023  
by Glen J. Weiss, Executive Vice President of HWA 1290 III LLC, HWA  
1290 IV LLC and HWA 1290 V LLC, each a Delaware limited liability company, on behalf of  
said entities.

WITNESS my hand and official seal

CLAUDIA GOMEZ  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01GO0002238  
Qualified in Suffolk County  
Commission Expires MARCH 06, 2027

  
Notary Public, State of NY.

**EXHIBIT A**

**LEGAL DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 51st Street with the easterly side of Avenue of the Americas (formerly Sixth Avenue);

RUNNING THENCE easterly along the northerly side of West 51st Street, 448 feet to a point distant 472 feet westerly from the corner formed by the intersection of the northerly side of West 51st Street with the westerly side of Fifth Avenue;

THENCE northerly parallel with Fifth Avenue and part of the distance through a party wall, 100 feet 5 inches to the center line of the block between West 51st Street and West 52nd Street;

THENCE westerly along the center line of the block, 2.0 feet to a point;

THENCE northerly parallel with Fifth Avenue and part of the distance through a party wall, 100 feet 5 inches to the southerly side of West 52nd Street, at a point therein distant 474 feet westerly from the southwest corner of West 52nd Street and Fifth Avenue;

THENCE westerly along the southerly side of West 52nd Street, 446 feet to the easterly side of Avenue of the Americas;

THENCE southerly along the easterly side of Avenue of the Americas, 200 feet 10 inches to the northerly side of West 51st Street at the point or place of BEGINNING.