

# INVESTMENT EQUITY & FINANCING SALES JOHN HARRINGTON PETER CARILLO Principal and Founding Partner Principal, Senior Managing Director Office: 212-254-1600 x118 Office: 212-254-1600 x104 jharrington@hks.com pcarillo@hks.com ANTONIO LULLI **Associate Director** Office: 212-254-1600 x112 alulli@hks.com HKS REAL ESTATE ADVISORS

### PROPERTY OVERVIEW

Property Information	
Address:	127-129 Prince Street & 133 Wooster Street, NY 10012
Location:	SoHo
Block/Lot(s)	515/37
Lot Dimensions	40ft x 94.33ft (irregular)
<b>Building Information</b>	
Zoning	M1-5 / R7X
On Grade Floor Area	± 3,960 SF
Lower Level Floor Area	± 1,322 SF
Lot Frontage	134ft (corner)
Special Zoning/District	Special SoHo-NoHo Mixed Use District (SNX)
Real Estate Taxes	
RE Taxes I Pro Rata	\$72,400
RE Taxes I Total Buildin	g \$506,801
Tax Class	2

SUBMIT OFFERS

±3,960 SF On Grade Floor Area ±1,322 SF
Lower Level Floor Area

134ft Lot Frontage \$1,320,000

A unique opportunity to acquire a multi-tenanted ground level retail co-op on a super-prime SoHo corner. The space features 134ft of frontage along Prince and Wooster Streets, with two (2) marquee tenants across 3,960 SF above ground and an additional 1,322 SF of cellar space.

The spaces are leased to tenants of the highest quality and with exceptional credit, the first being Marc Jacobs at 127-129 Prince, where they operate a flagship store, and the other Lip Lab at 133 Wooster. Both tenants are owned by LVMH (Louis Vuitton Moët Hennessy), the world's largest luxury conglomerate. Both leases were recently executed, including substantial tenant buildout investments (over \$2.8 million for 127-129 Prince), with lease terms that run until 2028 and 2030, respectively. Additionally, both leases have 5-year extension options and feature similar modified gross recovery structures, where the tenants are responsible for tax increases beyond a base year and cover their own utility expenses.

The cooperative corporation features no debt, and is projected to enjoy surpluses in the coming years.

<sup>\*</sup>Information contained herein is from sources deemed reliable but is subject to errors, omissions, change of price or terms, and withdrawal without prior notice at any time.



### TENANT HIGHLIGHTS

## LVMH

### **S&P Global Credit Rating:**



LVMH (Moët Hennessy Louis Vuitton) is a French multinational luxury goods conglomerate headquartered in Paris. The company was formed in 1987 through the merger of fashion house Louis Vuitton with Moët Hennessy. It is the world's largest luxury goods conglomerate and Europe's second most valuable firm.

LVMH's portfolio includes over 70 prestigious brands, spanning across various sectors such as wine and spirits, fashion and leather goods, perfumes and cosmetics, watches and jewelry, and selective retailing. Some notable brands under their umbrella include Louis Vuitton, Christian Dior, Fendi, Givenchy, Marc Jacobs, Sephora, and TAG Heuer.

Their financial strength, brand recognition, and global presence make LVMH an ideal tenant. Their retail spaces, typically found in major cities' upscale shopping districts or in luxury shopping centers, are designed to offer an exclusive shopping experience, reflecting the high-end nature of their products.

79.2BN €

14.1BN €

Revenue 2022

Net Profit, Group Share

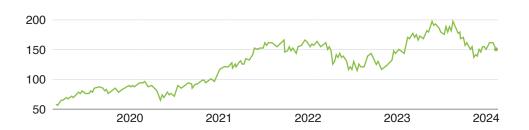
2022



### 378.10 BILLION USD

Market Capitalization

+91.51 (154.84%↑) past 5 years Jan 5, 1:00 PM EST Disclaimer



# PRINCIPAL REGISTRATION AND CONFIDENTIALITY AGREEMENT

THIS REGISTRATION AND CONFIDENTIALITY AGREEMENT (this "Agreement"				
made effective as of the day of, 2024 (the "Effective				
Date"), by and between HKS REAL ESTATE ADVISORS, LLC. ("HKS"), as exclusive				
agent for the owner of the Property ("Seller"), and				
having an address at				
("Principal"), regarding				
the preservation of the confidential and/or proprietary nature of information to be				
disclosed to Principal by HKS, relating to the real property known as the retail co-				
op encompassing the ground floor and lower level of 127 Prince Street and 133				
Wooster Street, New York, NY 10012 (the "Property").				

NOW, THEREFORE, for good and valuable consideration, the parties hereto, for themselves, and or for any persons, entities, joint ventures, trusts, or any other nominees directly or indirectly controlling, controlled by or under common control of such party (individually and collectively, and including Principal, the "Principal"), agree as follows:

Principal agrees to pay HKS a commission equal to two percent (2%) of the purchase price by official bank check at closing as the brokerage commission (the "Commission") in connection with the purchase of the Property. Principal shall pay Principal's Broker such fees as may be agreed to between them and neither Seller nor HKS have any liability for payment of any sums to Principal's Broker.

Principal agrees to defend, indemnify, and hold harmless Seller and HKS from

and against any and all claims, demands, or causes of action, cost or expense, including reasonable attorneys' fees and disbursements, pertaining to any commission, compensation, or fee sought by Principal's Broker or any other party from Seller and/or HKS in connection with the purchase of the Real Property by Principal.

- **2. Scope.** For purposes of this Agreement, "Proprietary Information" shall mean any and all information disclosed to Principal relating to the Property, the documents and information included in the Offering Package o, or any other oral, written, graphical, and electronic information disclosed to the Principal by HKS.
- **3. Use.** Principal shall use the Proprietary Information only for the purpose of analyzing whether to deliver an offer to purchase the Property in accordance with the Offering Package. Principal agrees that it shall not disclose the Proprietary Information to any party whatsoever except, subject to the terms and conditions of this Agreement, to (a) its employees, officers, and directors (b) third-parties being utilized to perform investigations or analyze information, so as to advise the Principal with respect to submitting an offer on the Property; or (c) third-parties under consideration to provide financing for purchase of the Property.
- **4. Reproduction.** Proprietary Information is not to be reproduced in any form, other than explicitly provided for in this Agreement.
- **5. Duty of Care.** All Proprietary Information shall be retained by Principal in a secure place with access limited to only such of Principal's employees or consultants who need to know such information for purposes of determining whether Principal shall elect to deliver an offer in accordance with the Offering Package.

- **6. Term.** This agreement shall terminate on the date which is one (1) year from the Effective Date. All of the obligations undertaken by each party hereto shall survive and continue after any expiration or other termination of this Agreement.
- **7. Ownership.** All Proprietary Information (a) remains the Property of Seller, and (b) may be used by the Principal only for the purpose intended. Upon the expiration or other termination of this Agreement, all recorded, graphical or other tangible Proprietary Information shall be returned to Seller.
- 8. Right to Enjoin Disclosure. The parties acknowledge that Principal's unauthorized disclosure or use of Proprietary Information may result in irreparable harm to Seller. Therefore, the parties agree that, in the event of violation or threatened violation of this Agreement, and without limiting any other rights and remedies of Seller, a temporary restraining order and/or injunction to enjoin disclosure of Proprietary Information may be sought against a Principal who has breached or threatened to breach this Agreement and said Principal shall not raise the defense of adequate remedy at law.
- 9. No Warranty. Principal shall not base any offers upon information in the Offering Package or otherwise made available to Principal by or on behalf of Seller, including but not limited to, environmental studies, reports, repair estimates, or other studies, proforma and financial information that may be provided by the Seller or HKS, but shall rely solely on their own estimates and studies. No warranty or representation, express or implied, is made by either Seller or HKS or their representatives, as to the accuracy or completeness of any or all such information.

#### 10. Miscellaneous.

a) The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the parties intend that the remaining provisions will remain in full force and effect.

- b) Captions in this Agreement are for ease of reference only and should not be considered in the construction of this Agreement.
- c) This Agreement shall be governed by the laws of the State of New York. Any claim arising out of or related to this agreement shall be submitted to binding arbitration conducted by the American Arbitration Association, New York County, pursuant to their rules related to real estate disputes. The parties agree to submit the dispute to three (3) arbitrators chosen pursuant to AAA Rules.
- d) For purposes of this Agreement, the purchase and/or sale of the Property shall mean any transaction, including, but not limited to a lease, transfer of leasehold title, net lease of the Property, transfer of ownership in the entity holding title to the Property, mortgage or other debt financing or equity financing, or sale of promissory note, or any other transfer of ownership or control of the Property, part or in whole.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date stated above.

PRINCIPAL
Ву:
Name:
Title:
Company Name:
Email Address:
HKS REAL ESTATE ADVISORS, LLC
Ву:
Name:
Title:

# OUTSIDE BROKER CONFIDENTIALITY & COMMISSION AGREEMENT

, 2024

HKS Real Estate Advisors 126 5th Avenue, 15th Floor New York, NY 10011

RE: Proposed Sale of the real property ("Proposed Sale") known as the retail coop encompassing the ground floor and lower level of 127 Prince Street and 133 Wooster Street, New York, NY 10012 ("Property") by owner ("Owner") acting through HKS Real Estate Advisors ("HKS"), as agent, to

(1) as purchaser ("Purchaser").

#### Gentlemen:

This letter will confirm our agreement concerning services to be rendered by

(2) (hereinafter referred to as "Principal's Broker") in connection with the Proposed Sale.

- Broker represents that it has been authorized to negotiate the abovereferenced Proposed Sale on Purchaser's behalf and has submitted herewith a Principal Registration and Confidentiality Agreement, fully executed by Purchaser and attached hereto and incorporated by reference as part of this Agreement.
- 2. Principal's Broker acknowledges and agrees that all information which Principal's Broker shall receive in connection with the Property and the Proposed Sale shall be confidential and Principal's Broker shall not disclose such information to any party without Owner's prior written consent. All plans, specifications, data, information and the like concerning the Property delivered to Principal's Broker or Purchaser, shall remain the property of the Owner and shall be returned to Owner promptly upon request.

- 3. Principal's Broker acknowledges and agrees that the Owner shall have the unrestricted right, in its sole discretion, to reject, for any reason whatsoever, any and all offers submitted on behalf of the Purchaser and, at any time, to discontinue, for any reason whatsoever, or cause Principal's Broker to discontinue negotiations with the Purchaser and to refuse, for any reason whatsoever, to enter into a Proposed Sale with the Seller, all without, incurring any liability or obligation to Principal's Broker for a commission or other compensation in connection therewith.
- 4. Principal's Broker acknowledges that Owner has not agreed to reserve the Property for the Purchaser and Principal's Broker agrees that Owner shall be free to negotiate with other Purchasers for the Sale of the Property and to deal with other brokers, Purchasers and persons for this purpose.
- Any offers and inquiries in connection with Proposed Sale shall be forwarded to HKS at the address hereinabove set forth, for HKS's review and submission to the Owner.
- 6. Principal's Broker and Purchaser have been advised that HKS is acting on behalf of Owner as exclusive broker in connection with the Offering. HKS has reduced their commission to be paid by Purchaser to two percent (2%). Neither HKS or seller have any liability for any commission to Principal's Broker. Purchaser and Principal's Broker agree to indemnify and hold harmless HKS and Owner, their respective affiliates, successors and assigns, employees, partners and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims, by any broker, finder or similar agent for commissions, fees to other compensation for bringing about any accepted Offer concerning the Property to Purchaser if such claim or claims are based in whole or in part on dealings with Purchaser and Principal's Broker or any of its representatives.

<sup>(1)</sup> Insert name of purchasing entity and principal

<sup>(2)</sup> Insert name of brokerage and broker

- 7. Principal's Broker agrees that it will not advertise the Proposed Sale transaction, nor place any notice thereof in any newspaper, website, social media site or other publication without first obtaining the prior written approval of the Owner and HKS.
- 8. Principal's Broker represents and warrants that Principal's Broker is duly licensed as a real estate broker in good standing in the State of New York.
- 9. Principal's Broker represents and warrants that Principal's Broker is the sole broker, other than the Owner's agents, HKS, who introduced the Purchaser to the Property and Principal's Broker agrees to indemnify and hold the Owner and HKS, their successors and assigns and their respective principals, agents, partners, employees, officers, or directors, harmless from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys' fees, arising directly or indirectly, in whole or in part out of any claim, demand or proceeding for a real estate brokerage commission, finder's fee or other compensation made by any other person involving the Proposed Sale.
- 10. In the event that any litigation arises as a result of any dispute hereunder between Principal's Broker and HKS, each party agrees that the nonprevailing party shall reimburse the prevailing party for its costs and expenses, including without limitation, reasonable attorneys' fees, in connection with such litigation.
- 11. This Agreement incorporates the entire agreement between the parties and supersedes all prior negotiations and/or understandings between them on such matters.
- 12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely within New York without regard to conflicts of laws principles. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in the courts located within the

State of New York, County of New York. Principal's Broker and HKS and their respective successors and assigns, hereby subject themselves to the jurisdiction of any state or federal court located within such county. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

- 13. This Agreement shall be binding on all parties to this Agreement and inure to the benefit of their lawful heirs, successors, designees, and assigns.
- 14. This Agreement shall not be altered, supplemented, or terminated except in writing signed by each party hereto.
- 15. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single agreement signed by all of the parties. Electronic or facsimile signatures shall have the same validity and effect as original signatures.

Very truly yours,

PRINCIPAL'S BROKER	PURCHASER
Ву:	Ву:
Name:	Name:
Title:	Title:
AGREED TO: HKS REAL ESTATE ADVISORS, LLC	
Ву:	
Name:	
Title:	

### INVESTMENT SALES

#### PETER CARILLO

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#### ANTONIO LULLI

Associate Director
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### EQUITY & FINANCING

### JOHN HARRINGTON

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