

# 360 Narragansett Park Drive

East Providence, RI 02916

## Industrial Investment Opportunity

With Strong Cash Flow

### Property Features

Hayes & Sherry is pleased to offer for sale this single-story, 42,000 SF, industrial building located at 360 Narragansett Park Drive, East Providence, RI. The property is located in the center of the industrial trade area just off I-95, and less than 15-minutes to downtown Providence. Originally built in 1985, the property sits on 3.58 acres of land. This single-story industrial building, which has a combination of office, warehouse, and manufacturing space, stands as a viable option for light manufacturing and flex tenants. Investors would have interest in the property due to the tenant's credit worthiness, significant tenant investment, stable cash flow, proximity to major highways, and durable location.



**1985**

YEAR BUILT



**42,000 SF**

RENTABLE BUILDING AREA



**96**



SURFACE PARKING SPACES

**100%**

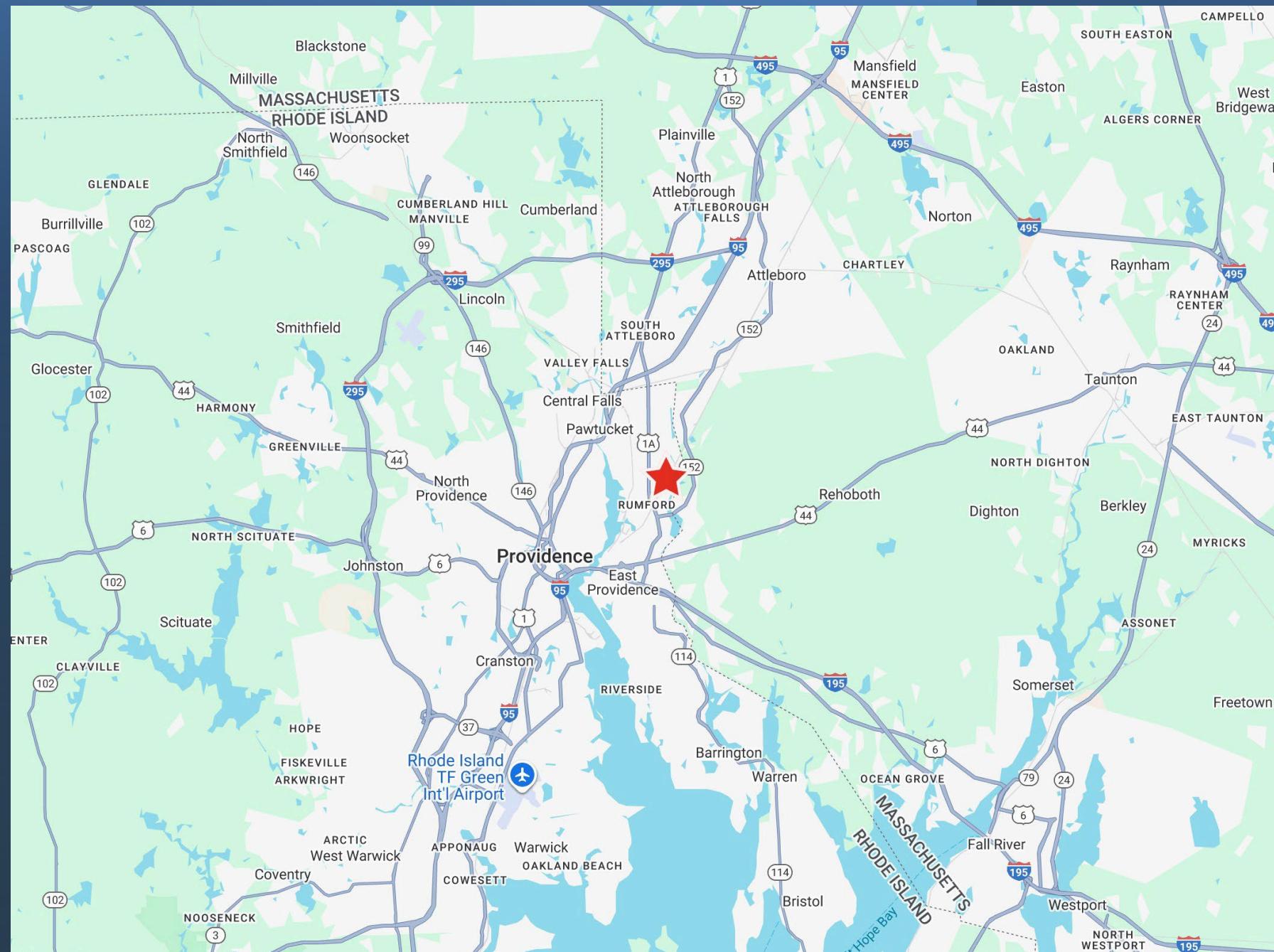
OCCUPANCY



**3.58±**

ACRES





## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) is entered into as of date of the final signature on this Agreement (“**Effective Date**”) by the undersigned Potential Buyer (“**Potential Buyer**”), for the benefit of the owners of the Property, as hereinafter defined (collectively, “**Owner**”), with its principal place of business at c/o R.J. Kelly Co., Inc., 55 Cambridge Street, Suite 300, Burlington, MA 01803.

### RECITALS

**WHEREAS**, Owner intends to disclose to Potential Buyer certain Confidential Information (as defined below) in connection with Potential Buyer’s potential purchase of certain property owned by Owner and identified on Schedule 1 attached hereto (collectively, the “**Property**”);

**WHEREAS**, this Agreement is intended to set forth the confidentiality obligations of Potential Buyer with respect to the Confidential Information.

**NOW THEREFORE**, in consideration of the mutual covenants and promises and the representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. Definitions.

- a.     **“Confidential Information”** means all information conveyed by Owner to Potential Buyer in connection with the Property, orally, in writing, by demonstration, or by electronic or other media before, on, or after the Effective Date. Confidential Information includes, without limitation, (a) finances, financial statements and records, market analyses and marketing plans and other data, properties, planning, forecasts, personnel, legal affairs, business strategies, business plans, tenant information, information concerning rents, facility specification requirements, technical, financial, marketing, strategic and commercial information; (b) valuation of assets; (c) all analyses, compilations, data, studies or other documents containing or based in whole or in part on any Confidential Information; and (d) all correspondence, offers, counteroffers, memoranda and proposals between the Parties. Confidential Information does not include information which can be clearly demonstrated to be the following: (i) available to the public other than as a result of a disclosure by Potential Buyer in violation of this Agreement; (ii) known to Potential Buyer prior to its receipt thereof under this Agreement; (iii) disclosed to Potential Buyer at any time by a third party that is not, to Potential Buyer’s best knowledge, prohibited from disclosing such information by an obligation of confidentiality; provided, however, that upon Potential Buyer’s becoming aware that such source was prohibited from disclosing such Confidential Information by an obligation of confidentiality to Owner, such information shall again be Confidential Information (it being agreed for the avoidance of doubt that any actions taken prior to such awareness shall not constitute violations of this Agreement); or (iv) can be reasonably shown to have been independently developed by Potential Buyer or its Representatives.
  
- b.     **“Representative”** means any of Potential Buyer’s affiliates and its and their employees, officers, directors, members, partners, contractors, advisors or agents, including, but not limited to, Potential Buyer’s counsel, lenders, financers, accountants, and joint venture partners and investors to whom Confidential Information is disclosed.

**2. Obligations of Confidentiality and Non-Disclosure.**

a. **Restrictions.** Except as otherwise contemplated in connection with any future contract or as otherwise authorized by Owner in writing,

- i. Potential Buyer shall receive and hold the Confidential Information in strict confidence;
- ii. Potential Buyer shall take such steps to prevent the unauthorized disclosure of Confidential Information to others with not less than the same degree of care that Potential Buyer uses to prevent the unauthorized disclosure of its own confidential information of a similar nature (but with at least the same degree of care used by a reasonably prudent business person);
- iii. Potential Buyer shall not disclose such Confidential Information to any third party for any purpose whatsoever without (i) the prior written approval from Owner, and (ii) a confidentiality and nondisclosure agreement between Potential Buyer and such third party with terms materially consistent with those set forth in this Agreement, except that Potential Buyer may disclose Confidential Information to its Representative(s) solely for the purpose of evaluating Potential Buyer's potential acquisition of the Property and for no other purpose whatsoever so long as it instructs them to keep the information confidential in accordance with the terms of this Agreement and remains responsible for disclosure of any Confidential Information by such Representative(s) that would constitute a breach of this Agreement;
- iv. Neither Potential Buyer nor its Representatives shall, without the prior written consent of Owner, or as otherwise expressly permitted under this Agreement, disclose to any other person the fact that Confidential Information has been made available, that discussions or negotiations are taking place concerning the Property, or any of the terms, condition or other facts with respect thereto;
- v. Potential Buyer acknowledges that Confidential Information is and will at all times remain the property of Owner; and
- vi. Potential Buyer shall use Confidential Information only for the purpose of evaluating the acquisition of the Property and for no other purpose whatsoever.

b. **Required Disclosure.** Notwithstanding the foregoing, if Potential Buyer or any of its Representatives is requested or required by judicial, legislative, or regulatory process (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legal process) to disclose any Confidential Information, it will, to the extent practicable and permitted by applicable law, rule and regulation, provide Owner with prompt notice of such request so that Owner may seek an appropriate protective order or other lawful protection and/or waive compliance herewith and Potential Buyer shall provide reasonable assistance as requested by Owner. If, in the absence of such protective order or waiver, Potential Buyer is legally required to disclose Confidential Information, Potential Buyer shall (i) disclose only that part of the Confidential Information that in the advice of its legal counsel is required to be disclosed, (ii) to the extent practicable and permitted by applicable law, rule and regulation, deliver to Owner written notice of the Confidential Information to be disclosed as far in advance of its disclosure as is practicable and permitted, and (iii) use commercially reasonable efforts to obtain an order or

other reliable assurance that confidential treatment will be accorded to the Confidential Information required to be disclosed.

3. **Return of Materials.** Upon written request of Owner, Potential Buyer shall either return to Owner or destroy all documents and other writings supplied by Owner, together with all copies of any such documents or other writings, and shall certify to the return or destruction of all Confidential Information and references thereto and the destruction of any references thereto on electronic or other intangible media. That portion of the Confidential Information which consists of analyses, compilations, data, studies or other documents prepared by Potential Buyer or its Representatives will be promptly destroyed at the written request of Owner and such destruction will be confirmed to Owner in writing. The return to Owner or destruction of such Confidential Information shall not relieve Potential Buyer of any obligation of confidentiality contained herein. Notwithstanding the foregoing provisions in this Section 3, Potential Buyer shall be permitted to retain: (i) one archive copy of Confidential Information for legal purposes and any Confidential Information required to be retained by law, and (ii) copies of any computer records and files containing Confidential Information which have been created pursuant to its automatic electronic archiving and back-up procedures, so long as, in each case, it applies the protections in this Agreement to such Confidential Information for so long as it is maintained by Potential Buyer or its Representatives.
4. **Injunctive Relief.** Potential Buyer acknowledges that a breach by it of any one or more of the terms of this Agreement may cause irreparable harm to Owner for which damages may be an inadequate remedy. Accordingly, in the event of a breach of this Agreement, Owner shall be entitled, in addition to all other legal remedies available to Owner, to seek (i) injunctive relief restraining Potential Buyer from any further or continued breach of its obligations hereunder, and (ii) any other equitable relief available for such breach, all without the obligation to prove irreparable harm or to provide any bond or security. In addition, Owner shall be entitled to reasonable attorneys' fees and costs incurred by it if it prevails in enforcing any remedies available to it hereunder.
5. **Term and Termination.** This Agreement and the obligations hereunder shall begin on the Effective Date and continue until the date three (3) years from the date of this Agreement and then terminate.
6. **No Other Obligations.** Neither this Agreement nor the disclosure of Confidential Information hereunder will require Potential Buyer or Owner to enter into a contract with the other party or prohibit Owner from entering into any contract with any third party (it being agreed that the foregoing does not relieve Potential Buyer from its obligation to comply with the provisions of this Agreement).
7. **Miscellaneous.**
  - (a) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, excluding its choice of law principles.
  - (b) **No Representations Hereunder.** Confidential Information is provided "as-is" without any warranty express or implied hereunder, and Owner disclaims all implied warranties.
  - (c) **Relationship.** No agency or partnership relationship is created between the Parties by this Agreement other than that of independent contractors.

- (d) **Waiver.** Any failure on the part of Owner to insist upon the performance of this Agreement, or any part thereof, shall not constitute a waiver of any right under this Agreement.
- (e) **Assignment.** Potential Buyer shall not assign this Agreement or any of its rights or obligations hereunder without obtaining prior written consent of Owner.
- (f) **Amendments; Entire Agreement.** This Agreement shall not be amended except by an agreement in writing executed by the Parties. This Agreement represents the entire Agreement between Potential Buyer and Owner, and supersedes all prior discussions, agreements and understandings of every kind and nature between them.
- (g) **Severability.** Should any individual provision(s) of this Agreement be or become invalid, this shall not affect a validity of this Agreement as a whole. Any invalid provision shall be replaced by such valid provisions as comes closest to the economic intentions of the Parties.
- (h) **Transmission of Agreement by Facsimile or PDF.** The transmission of a signed counterpart of this Agreement by portable document file (“PDF”), DocuSign or other electronic means shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes.

**IN WITNESS WHEREOF**, intending to be legally bound, Potential Buyer has executed this Confidentiality & Non-Disclosure Agreement as of the Effective Date.

**POTENTIAL BUYER:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

ACKNOWLEDGE AND RETURN THE FOLLOWING TO:  
Jfinan@hayessherry.com or phayes@hayessherry.com

SCHEDULE 1

PROPERTY

360 Narragansett Park Drive, East Providence RI 02916