

105+/- Acres – Brookhaven, NY

Former Dowling College Campus



Potential High Density Mixed Use Development

A&G Realty Partners and Madison Hawk Partners are pleased to present a unique, once in a lifetime opportunity to acquire this available 105-acre parcel located in Shirley, NY ("The Property"). The former Brookhaven Campus of Dowling College is advantageously located on William Floyd Parkway adjacent to the Brookhaven Airport, with easy access to both Sunrise Highway and the Long Island Expressway.

This campus was constructed to house Dowling College's National Aviation & Transportation Center. The College had a Master Plan for this campus approved by the Town of Brookhaven permitting 1.8M square feet for use as a college campus. As a result, extensive infrastructure

and utility lines. We believe there are significant opportunities for a developer or academic institution to expand with this property.

The Property is currently zoned R-1 (One-Acre) residential. It is well positioned for both continued academic or institutional use. The additional development potential coupled with existing improvements that includes a 289-bed dormitory, a 65,000 square foot office/classroom complex and three athletic fields present a tremendous development opportunity for the right buyer.

CBRF has been retained to advise potential purchasers with respect to

- Long Island Expressway and Sunrise Highway
- 3.5 Miles from the Smith Point Bridge to Fire Island
- Tarmac access to Brookhaven Airport

Property Information

- Address:** Town of Brookhaven, at
1300 William Floyd Parkway,
Shirley, NY 11967
- County:** Suffolk
- Tax ID:** 200-710-1-1.001
- Zoning:** Residential, A-1
- Size:** 105.33 Acres
- Access:** William Floyd Parkway, with additional
access via Flower Hill Drive
- Utilities:** Water- Suffolk County Water Authority
Gas – National Grid
Electric – PSE&G



Property Inspections

**By Appointment:
October 25, November 8, 14 & 30**

To schedule an appointment to view the
property, please contact:
A&G Realty 631.465.9511
Madison Hawk: 800.547.1045

Due Diligence Room

Upon execution of the Confidentiality Agreement, Bidders will be given access to the Due Diligence Room that is an online repository of relevant documents to this transaction. Included, but not limited to are: Survey, Title Commitment, Phase I Environmental Report, Building Drawings, Utility Information and other relevant documents. **Please call us or visit www.Dowling-RealEstate.com to request a Confidentiality Agreement.**

Broker Participation Invited

Please contact us on how to register your client.

www.Dowling-RealEstate.com

This Confidentiality Agreement (the "Agreement") is entered into as of the 21st day of November, 2017, by and between Dowling College ("Dowling"), a New York 501(c)3 non-profit Higher Educational Corporation and The Renewable Nations Institute (the "Recipient").

Whereas, on or about August 5, 2016, Dowling ceased providing educational services; and

Whereas, on November 29, 2016, Dowling commenced a bankruptcy case (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code) with the United States Bankruptcy Court for the Eastern District of New York (the "Bankruptcy Court"); and

Whereas, Dowling is the fee owner of approximately 105 acres of land located at 1300 William Floyd Parkway, Shirley, Town of Brookhaven, New York (the "Property"); and

Whereas, Dowling desires to market and sell the Property through the Chapter 11 Case; and

Whereas, the Recipient is considering pursuing a transaction with Dowling which may involve a sale or other disposition of the Property (the "Proposed Transactions"); and

Whereas, the Recipient will need to undertake a review of certain confidential information regarding Dowling in order to determine whether to pursue the Proposed Transaction; and

Whereas, Dowling desires to describe and define the conditions under which the Recipient shall be given access to confidential information as managed by Dowling; and

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

For the purpose of this Agreement, the term "Confidential Information" means information or material to which the Recipient may obtain access via A&G Realty Partners, CBRE and Madison Hawk Partners, LLC ("Brokers") or Dowling pursuant to this Agreement, and which is either designated as "Confidential Information" by RSR or Dowling, or which is otherwise confidential or proprietary to Brokers or Dowling. Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): (a) all information relating to Dowling's assets, liabilities and operations; (b) all information relating to Dowling's prior students, customers or clients; (c) information relating to charges, fees and levies imposed by, or revenue or income received by, Dowling in the prior operation of its business; (d) faculty or other personnel information; (e) information related to Dowling's prior business operations, systems or performance; (f) all tangible or intangible discoveries, ideas, concepts, research reports, marketing or business-generation strategies, designs, drawings, specifications, techniques, models (including, without limitation, financial models), software and hardware (including, without limitation, source code, object

third party which Dowling treats as proprietary or designates as Confidential Information, irrespective of whether the Confidential Information is owned or developed by Dowling. The existence of the explorations and/or discussions which give rise to this Agreement is itself Confidential Information within the meaning of this section. Notwithstanding the foregoing, the following will not constitute “Confidential Information” for purposes of this Agreement:

- (a) Information which was already in the Recipient’s or its directors, officers, employees or affiliates¹, agents (including attorneys, accountants and consultants and financing sources (collectively “Representatives”) possession on a non-confidential basis prior to its receipt hereunder;
- (b) Information which is obtained by the Recipient or its Representatives from a third person who is not known to be prohibited from transmitting the information to the Recipient by a contractual, legal or fiduciary obligation to Dowling;
- (c) Information which is or becomes publicly available through no fault of the Recipient or its Representatives and which is not due to such parties breach of this Agreement;
- (d) Information which is independently developed by the Recipient or its Representatives without reference to Dowling’s Confidential Information; or
- (e) Information that is released from confidential treatment by written consent of Dowling.

2. Response to Subpoena and Other Legal/Regulatory Process

In the event that the Recipient is requested or required (by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand, regulatory inquiry or other process) to disclose (i) any Confidential Information or (ii) any information relating to the Recipient’s opinion, judgment or recommendations concerning Dowling, as developed from or based upon Confidential Information, it is agreed that the Recipient will (to the extent permitted by law) provide Dowling with immediate notice of such request or requirement or, if the Recipient unintentionally fails to provide immediate notice, sufficient notice so that Dowling has a reasonable opportunity to seek, at Dowling’s sole expense, an appropriate protective order. If, failing the entry of a protective order or the receipt of a written waiver under this Agreement, the Recipient is obliged to disclose Confidential Information, it may disclose solely that portion of the Confidential Information which it is obliged to disclose and provide Dowling (to the extent permitted by law) with a simultaneous copy of such disclosure.

3. Grant of Access

Subject to the conditions herein, Dowling will share with the Recipient certain Confidential Information, for the sole purpose of evaluating the Proposed Transaction. The Recipient shall have the right to refuse

4. Scope of Use

With respect to Confidential Information, the Recipient understands and agrees that it:

- (a) shall not use all or any portion of such Confidential Information for any purpose except to the extent reasonably necessary for the purpose of the Proposed Transaction;
- (b) shall not at any time incorporate all or any portion of such Confidential Information into any work or product not in advancement of or related to the Proposed Transaction;
- (c) shall not, without written consent of Dowling, copy, distribute, transfer, disclose, display, disseminate, or otherwise make available the Confidential Information in any way or form to any person or entity other than to its Representatives who have a need to know the same;
- (d) shall protect the Confidential Information, and shall ensure that its Representatives protect the Confidential Information, by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as such party uses to protect its own confidential information of a similar nature; and
- (e) shall not reverse engineer, de-compile, or disassemble Confidential Information, or the instrument or means by which such Confidential Information is transmitted to the Recipient.

For the purposes of this Agreement only, “Need to know” means that the Representative requires the Confidential Information to perform his or her responsibilities in connection with the Proposed Transaction. For the avoidance of doubt, nothing herein shall prohibit the Recipient or its Representatives from conducting commercial and market due diligence on Dowling; provided that the terms of this Agreement are not otherwise violated.

5. Return or Destruction of Confidential Information

Within ten (10) days of a written request by Dowling, the Recipient shall return or destroy (at the Recipient’s option) all Confidential Information (or any designated portion thereof), including all written material or electronic media or copies thereof, to Dowling or destroy such Confidential Information. The Recipient also shall certify in writing (email acceptable) that it has satisfied its obligations under this Paragraph within ten (10) days of a written request by Dowling. Notwithstanding the foregoing, the Recipient shall not be required to return or destroy Confidential Information held in electronic backup storage in accordance with security, disaster, regulatory and internal document retention policies.

6. Property Interest

Confidential Information, including permitted copies, shall remain the property of Dowling. The

- (a) The Recipient understands and acknowledges that unauthorized disclosure of Confidential Information by the Recipient or Representatives of Recipient in violation of the terms of this Agreement may cause Dowling to suffer irreparable harm and that monetary damages may be inadequate to compensate for such a breach. The parties agree, therefore, that in the event of such breach, Dowling shall be entitled (in addition to recovering from the Recipient any monetary damages resulting from such breach) to seek injunctive relief restraining any continuing or further breach, without demonstrating or proving any actual damages sustained by Dowling.
- (b) The Recipient and Dowling shall have no obligation to enter into any further agreement with each other except as each in its sole judgment may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of any Confidential Information shall not result in any obligation to grant the Recipient rights herein.

8. Miscellaneous

- (a) No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless reduced to writing and signed by the parties to this Agreement. No party shall assign or otherwise transfer any rights conferred upon such party by this Agreement without the prior written consent of the non-assigning party.
- (b) This Agreement contains the full and complete understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior representations and understandings of the parties whether oral or written.
- (c) The prevailing party in any action sought to enforce or interpret this Agreement or any provision thereof shall be entitled to recover reasonable attorneys' fees and costs in conjunction with such legal proceeding from the non-prevailing party.
- (d) This Agreement shall be for a period of twelve (12) months from its date, *provided, however*, that the Recipient may terminate this Agreement without cause upon ten (10) days' prior written to Dowling. Notwithstanding any such termination, the rights and obligations set forth in this Agreement shall survive termination as to all Confidential Information supplied to the Recipient or its Representatives before termination.
- (e) Each party warrants that it has the authority to enter into this Agreement, and the signatory for each party warrants that such signatory is authorized to sign on behalf of such party.
- (f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws in any jurisdiction.

such counterparts together shall be deemed an original of this Agreement.

- (h) Recipient agrees that neither Dowling nor Brokers, or any of their affiliates, officers, directors, employees, advisors or agents, have made or will be making any representation or warranty as to the accuracy or completeness of the Confidential Information. Any financial information and projections contained in the Confidential Information represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified. Brokers and Seller expressly disclaim any and all liability for representations or warranties, express or implied, that actual results will conform to such projections; and Recipient agrees that Brokers and Seller shall have no liability to us resulting from our use or reliance upon the Confidential Information. Recipient represents that it will conduct our own independent investigations for all those matters which it deems appropriate in order to evaluate any proposed transaction involving the Property.
- (i) Unless a broker for Recipient is registered with Brokers as of the date of this Agreement, Recipient represents that it is acting as principals on this transaction without a broker and that, if it chooses to employ a broker hereafter, Recipient shall do so at its sole cost and expense. Therefore, Recipient agrees to indemnify and hold Dowling and Brokers harmless from and against any and all loss, costs, damages and judgments (including reasonable attorneys' fees and disbursements) arising from the claim(s) of any brokers alleging to have dealt with or through Recipient in connection with the Property.

Each of the parties hereto represents that it has read this Agreement, understands it, agrees to be bound by all terms and conditions stated herein, and acknowledges receipt of a signed, true and exact copy of this Agreement.

DOWLING COLLEGE

By: _____ Date: _____
Name: Robert Rosenfeld
Title: Chief Restructuring Officer

ACCEPTANCE

By  Date: November 21, 2017
Name Allan E Baer