## APPENDIX 1

# CEO CERTIFICATION FOR NCR APPLICATION

I, THE UNDERSIGNED, BEING DULY SWORN UPON MY OATH SAY:

1. I have received a copy of the "Notice Regarding Payment of Prevailing Wages" and the "Notice Regarding Affirmative Action" and am prepared to comply with the requirements contained therein.

2. I affirm, represent, and warrant that the applicant has no outstanding obligations to any bank, loan company, corporation, or individual not mentioned in the application and attachments; that the information contained in the application and in all attachments submitted herewith is to the best of my knowledge true and complete and that the funding applied for herein is not for personal, family, or household purposes.

3. I understand that if such information is willfully false, I am subject to criminal prosecution under law, including N.J.S.A. 2C:28-2 and civil action by the EDA which may at its option terminate its financial assistance.

4. By executing this Application, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felon, for any violation of such Section.

5. I authorize the New Jersey Department of Law and Public Safety to verify any answer(s) contained herein through a search of its records, or records to which it has access, and to release the results of said research to the EDA.

6. I authorize the EDA to obtain such information including, but not limited to, a credit bureau check as it may require, covering the applicant and/or its principals, stockholders and/or investors.

7. I authorize the EDA to provide information submitted to it by or on behalf of the applicant to any bank or State or federal agency which might participate in the requested financing with the EDA or undertake an audit.

8. I authorize the EDA to request of any company with which I hold insurance policies, or FEMA or the SBA or any other business from which I have applied for or am receiving proceeds, including but not limited to banks and other financial institutions, any non-public or confidential information determined to be reasonably necessary by the EDA to evaluate and process my application, and I give my consent to such company to release said information to the EDA.

9. Except for approved eligible administrative and personnel costs, none of the Applicant's designees, agents, members, officers, employees, consultants or members of its governing body, or anyone who is in a position to participate in a decision-making process or gain inside information with regard

to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the Project or in any Activity, or benefit there from at any time during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing.

Daniel Cohen (ACF)

Digitally signed by Daniel Cohen (ACF)
DN: cn=Daniel Cohen (ACF), o=Atlantic Capes Fisheries, Inc., ou=Atlantic Capes Fisheries, Inc., email=dcohen@atlanticcapes.com, c=US
Date: 2014.07.15 10:34:07 -04'00'

Daniel Cohen
(Signature)

PRESIDENT
(Title)

DANIEL COHEN
(Name, please print)

JULY 15, 2014
(Date)

## APPENDIX 4

**RIGHT-OF-ENTRY PERMIT and RELEASE OF INFORMATION**
**NJEDA Small Business Grant or Loan and Neighborhood and Community Revitalization Programs**

| | | |
|---|---|---|
| **Applicant Name:** | **Atlantic Capes Fisheries, Inc.** | |
| **Address:** | **205-301 Channel Drive** | |
| **City:** | **Point Pleasant Beach** | **County: Ocean** |
| **Phone:** | **856.986.8315** | |
| **Email:** | **mbookbinder@atlanticcapes.com** | |

**RIGHT OF ENTRY ("ROE")**: The undersigned Applicant hereby unconditionally authorizes New Jersey Economic Development Authority ("NJEDA"), the New Jersey Department of Environmental Protection ("NJDEP"), and their respective assigns, employees, agents, contractors, program managers, inspectors and subcontractors (collectively, the "Permitted Parties") to have the right of access and to enter in and onto the property described above (the "Property") for the purpose of performing any of the following activities in connection with determining eligibility for and/or receiving assistance under the Stronger NJ Business Grant and/or Loan Program, or the Neighborhood and Community Revitalization Program (the "Program"): environmental review and inspections, historic preservation review and inspections, the taking of samples for specialized testing, on-site inspections and regulation compliance inspections.

**Applicant understands and agrees:**

1. This Right of Entry does not create any obligation on the part of the Permitted Parties to perform any of the foregoing activities on the Property.

2. Environmental inspections and historic preservation reviews are a requirement of CDBG-DR funding. Compliance with that funding requirement requires that the Permitted Parties be granted full access for the purpose of environmental and historic preservation inspection activities. Inspection activities will primarily consist of external inspections of the property.

3. No inspections will be performed until this ROE is completed in full.

4. Applicant authorizes the Permitted Parties to collect samples of materials, including but not limited to, drywall compound, floor tile, piping insulation, paint, ceiling tile, soil, potable water and groundwater for purposes of testing for potentially hazardous materials (including lead paint, asbestos, mold, etc) in accordance with the requirements of local, State, and federal authorities. Applicant understands that this sampling may result in minor damages to the Property, which damages may be repaired if the Applicant receives assistance from the Program, but will not be repaired if the Applicant does not receive assistance from the Program.

5. Applicant shall indemnify and hold harmless the NJEDA, NJDEP, and the other Permitted Parties for any and all liability, loss, damage, or destruction of any type whatsoever to the Property and to personal property and fixtures situated thereon, and for bodily injury or death to persons on the Property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid NJEDA, NJDEP or the other Permitted Parties taken to accomplish the purpose of this Right of Entry.

6. Applicant represents and warrants that Applicant has full power and authority to execute and fully perform Applicant's obligations under this ROE. If Applicant is an entity, Applicant also represents and warrants that Applicant has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Applicant are the duly designated agents of Applicant and are authorized to do so. Applicant expressly represents and warrants that fee title to the Premises is vested solely in Applicant.

7. This Right of Entry shall expire twelve (12) months after this Application is duly signed and submitted to the NJEDA, unless otherwise extended in writing by Applicant.

Applicant Name _____ Date _____

Authorized Signatory _____ Date _____

Witness Signature _____ Date _____