## Appendix 4

## Right of Entry and Release of Information

## APPENDIX 4

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

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|---|---|---|
| **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 Atlantic Capes Fisheries, Inc. Date 7/10/14

Authorized Signatory By: Michael S. Rockford Date 7/10/14
General Counsel

Witness Signature Joan Eadicott Date 7/10/14