

**RESOLUTION AUTHORIZING (A) RECONVEYANCE OR
(B) ASSIGNMENT AND ASSUMPTION
THE DEVELOPMENT CORPORATION CLINTON COUNTY, NEW YORK PROJECT**

A regular meeting of County of Clinton Industrial Development Agency (the "Agency") was convened in public session in the offices of the Agency located at 190 Banker Road, Suite 500 in the Town of Plattsburgh, Clinton County, New York on February 8, 2016 at 12:00 o'clock p.m., local time.

The meeting was called to order by the Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

- | | |
|------------------|---------------------|
| Trent Trahan | Chairperson |
| David Hoover | Vice Chairperson |
| Michael E. Zurlo | Secretary |
| Keith Defayette | Treasurer |
| Kim Murray | Assistant Secretary |
| Mark Leta | Member |
| John VanNatten | Member |

EXCUSED:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

- | | |
|----------------------------|---------------------|
| Roseanne Murphy | Executive Director |
| Barbara Shute | Recording Secretary |
| George W. Cregg, Jr., Esq. | Agency Counsel |

The following resolution was offered by D. Hoover, seconded by K. Murray, to wit:

Resolution No. 02-16-01

RESOLUTION AUTHORIZING (A) RECONVEYANCE OR (B) ASSIGNMENT AND ASSUMPTION OF CERTAIN DOCUMENTS AND AUTHORIZING THE EXECUTION AND DELIVERY BY COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY OF SAME IN CONNECTION WITH THE DEVELOPMENT CORPORATION CLINTON COUNTY, NEW YORK PROJECT.

WHEREAS, County of Clinton Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 225 of the 1971 Laws of New York, as amended, constituting Section 895-f of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act")

to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial, manufacturing, and warehousing facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on or about July 20, 2006 (the “Closing Date”), the Agency undertook the following project (the “Project”) for the benefit of The Development Corporation Clinton County, New York (the “Company”) consisting of the following: (A) the acquisition of an interest in an approximately 5.4 acre parcel of land located on Banker Road, near the intersection of Tom Miller Road (known as The Development Corporation Building #16) in the Banker Road Industrial Park in the Town of Plattsburgh, Clinton County, New York (the “Land”), (2) the construction of an approximately 60,000 square foot building on the Land (the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (the “Equipment”), all of the foregoing to constitute a distribution facility to be leased by the Company to Mission Itech Hockey, Inc. (the “Tenant”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement dated as of July 1, 2006 (the “Lease Agreement”) by and between the Agency and the Company; and

WHEREAS, in connection with the Closing, the Agency and County entered into (A) a lease agreement dated as of July 1, 2006 (the “Lease to Agency”) by and between the Company, as landlord and the Agency, as tenant pursuant to which the Company leased to the Agency the Land and all improvements now or hereafter located on the land (collectively, the “Premises”) for a lease term ending on December 31, 2017, and (2) a bill of sale dated as of July 1, 2006 (the “Bill of Sale to Agency”), which conveyed to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency executed and delivered a payment in lieu of tax agreement dated as of July 1, 2006 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company agreed to pay certain payments in lieu of taxes with respect to the Project Facility, (C) the Agency filed with the assessor and mailed to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement, (D) the Agency executed and delivered to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E) the Agency filed with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”); and

WHEREAS, also simultaneously with the Closing and in order to finance a portion of the costs of the Project, the Company obtained a loan in the principal sum of up to \$3,317,000 (the “Loan”) from Glens Falls National Bank and Trust Company (the “Lender”), which Loan was secured by (1) a mortgage dated as of July 1, 2006 (the “Mortgage”) from the Agency and the Company to the Lender, (2) an assignment of leases and rents dated as of July 1, 2006 (the “Assignment of Rents”) from the Agency and the Company to the Lender and (3) a security agreement dated as of July 1, 2006 (the “Security Agreement”) from the Agency and the Company to the Lender (the Mortgage, the Assignment of Rents and the Security Agreement being collectively referred to as the “Mortgage Documents”); and

WHEREAS, by various correspondences, attached hereto as Exhibit A, the Agency was requested (A) to terminate and reconvey to the Company, the Project Facility, pursuant to certain reconveyance and/or termination documents (collectively, the “Reconveyance Documents”) or (B) (1) to approve the assignment to, and assumption by, APG Neuros Corp., a business corporation organized and existing under the laws of the State of Delaware, currently the tenant of the Project Facility (the “New Company”), of all of the Company’s interest in the Project Facility and the Basic Documents, including but not limited to the benefits of the Lease Agreement and the Payment in Lieu of Tax Agreement and (2) to authorize the assumption by the New Company of all obligations of the Company under the Basic Documents and the Payment in Lieu of Tax Agreement pursuant to an assignment and assumption agreement (the “Assignment and Assumption Agreement”) (the foregoing being collectively referred to as the “Assignment”); and

WHEREAS, in connection with the Reconveyance or the Assignment, (A) the Mortgage Documents will be discharged, as the Loan will be paid off or (B) the New Company will either take an assignment of the Mortgage Documents or obtain new financing and would like the Agency to enter into either (1) an assignment of the Mortgage Documents or (2) one or more mortgages and any other security documents and related documents (collectively, the “New Mortgage Documents”) from the Agency and the New Company to the New Company’s lenders with respect to the Project; and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Company is prohibited from assigning the Lease Agreement or selling, leasing, transferring or otherwise conveying any part of the Project Facility without the prior written consent of the Agency and the Lender, if necessary; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the Reconveyance or the Assignment; and

WHEREAS, pursuant to SEQRA, the Agency has examined the Reconveyance and the Assignment in order to make a determination as to whether the Reconveyance or the Assignment is subject to SEQRA, and it appears that the Reconveyance or the Assignment constitutes a Type II action under SEQRA;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based upon an examination of the Reconveyance, the Agency hereby determines that the Reconveyance constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(26), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Reconveyance.

Section 2. Based upon an examination of the Assignment, the Agency hereby makes the following determinations:

(A) The Assignment constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(23) and (26), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Assignment.

(B) That since compliance by the Agency with the Assignment will not result in the Agency providing more than \$100,000 of “financial assistance” (as such quoted term is defined in the Act) to the New Company, Section 859-a of the Act does not require a public hearing to be held with respect to the Assignment.

Section 3. Subject to (A) approval of the form of the Reconveyance Documents by Agency counsel, (B) evidence satisfactory to the Agency that (i) all payments in lieu of taxes and other local fees and assessments relating to the Project Facility have been paid by the Agency and (ii) evidence that the Agency has been removed as a party to the Basic Documents and any other security documents and (C) receipt by the Chairperson of the Agency’s administrative fee, if any, and counsel fees relating to the Reconveyance, the Agency hereby authorizes the execution by the Agency of the Reconveyance Documents.

Section 4. The Agency hereby approves (A) the assignment to, and assumption by, the New Company of all of the Company’s interest in the Project Facility, the Basic Documents, and the Mortgage Documents, including but not limited to the benefits of the Lease Agreement and the Payment in Lieu of Tax Agreement, (B) the assumption by the New Company of all obligations of the Company under the Basic Documents and the Mortgage Documents pursuant to the Assignment and Assumption and (C) the execution and delivery by the Agency of an affidavit of exemption from mortgage recording taxes with respect to the Assignment; subject in each case, however to the following conditions: (1) receipt of confirmation that all real property taxes and payments in lieu of taxes required by the Project have been satisfied; (2) receipt of confirmation from Agency counsel that no modifications shall result from the Assignment that result in any new tax relief for the Project (such as an extension of the term, increase in abatement or change in the Payment in Lieu of Tax Agreement); (3) consent of the Lender to the Assignment and Assumption, if necessary or evidence that the Loan has been paid in full and that the Mortgage has been discharged; (4) approval by counsel to the Agency of the form of the documents to be executed by the Agency in connection with the Assignment and Assumption, including the Assignment and Assumption Agreement and an assignment of the Mortgage Documents or the New Mortgage Documents and a mortgage recording tax affidavit (collectively, the “Assignment Documents”); and (5) receipt by the Agency of its administrative fee relating to the Assignment and all fees and expenses incurred by the Agency with respect to the Assignment, including the fees and expenses incurred by Agency counsel and special counsel with respect thereto.

Section 5. Subject to the satisfaction of the conditions described in Section 4 hereof, including the condition that no modifications provide any new tax relief for the Project (such as an extension of the term, increase in abatement or change in the Payment in Lieu of Tax Agreement), the Chairperson (or Vice Chairperson) of the Agency is hereby authorized to execute and deliver

(A) the Reconveyance Documents to the Company or (B) the Assignment Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the form thereof presented to this meeting, with such changes, variations, omissions and insertions as the Chairperson (or Vice Chairperson) shall approve, the execution thereof by the Chairperson (or Vice Chairperson) to constitute conclusive evidence of such approval.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Reconveyance Documents or the Assignment Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of this Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Reconveyance Documents or the Assignment Documents binding upon the Agency.

Section 7. The law firm of Hodgson Russ LLP is hereby appointed Agency Counsel to the Agency with respect to all matters in connection with the Reconveyance or the Assignment. Agency Counsel for the Agency is hereby authorized, at the expense of the Company, to work with the Company, and counsel to the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution.

Section 8. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Trent Trahan	VOTING	YES
David Hoover	VOTING	YES
Michael E. Zurlo	VOTING	YES
Keith Defayette	VOTING	YES
Kim Murray	VOTING	YES
Mark Leta	VOTING	YES
John VanNatten	VOTING	YES

The foregoing Resolution was thereupon declared duly adopted.


STATE OF NEW YORK)
) SS.:
COUNTY OF CLINTON)

I, the undersigned Secretary of County of Clinton Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on February 8, 2016 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present through said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 8th day of February, 2016.



Michael E. Zurlo, Secretary

(SEAL)

EXHIBIT A
CORRESPONDENCE

- SEE ATTACHED -

From: John E. Clute Esq. [<mailto:john@cctlaw.com>]
Sent: Wednesday, January 27, 2016 8:44 AM
To: Cregg Jr, George
Subject: TDC-CCIDA lease on building 16; APG Neuros

George, TDC is selling Building 16 to APG Neuros Corp. and the closing is expected to occur in mid to late February. The history of the transaction is set forth in the recital paragraphs of the attached draft agreement. Roseanne Murphy sent the attachment to you for review earlier this month. I expect you have your own forms for lease terminations which I am sure will be acceptable to me. Also, I think signing a lease termination agreement is probably within the authority of the Chair or President and does not require Board authorization, but I defer to you on that.

Would you please send me whatever document you would like to use to terminate the lease memoranda of record. Also, please send a bill for your services to my attention and I will see it is paid at closing.

John

John E. Clute Esq.
121 Bridge Street
Plattsburgh, NY 12901
Tel. 518-563-4884
Fax. 518-563-5845

Zeigler, Nadene

From: John E. Clute Esq. <john@cctlaw.com>
Sent: Friday, February 05, 2016 8:22 AM
To: Zeigler, Nadene; 'Roseanne Murphy'
Cc: Christine Jabaut; Paul Grasso; 'Robert C. Roesler, Esq.'
Subject: RE: FW: Building #16 PILOT Agreement
Attachments: TDC TO APG NEUROS - PROPERTY TAX & PILOT PRORATIO.xlsx

Attached is my calculation of the savings (\$9623) by staying under the pilot through the end of the current tax year(s). My calculations should be verified with the County Treasurer. I understand George advised that APG could stay under the PILOT. Please explain how that would be structured and what the IDA fees would be if APG elected to keep the PILOT in effect.

I am copying APG's counsel on this email. His contact information is:
Robert C. Roesler
Of Counsel
PAUL FRANK + COLLINS P.C.

One Church Street | P.O. Box 1307
Burlington, Vermont 05402-1307
802.658.2311 main office
802.658.0042 fax
www.pfclaw.com | [V-card](#)

With respect to the IDA resolution, it is APG's decision whether to stay under the PILOT. If that decision is not made by the IDA meeting date, can the IDA resolution be written in such a way that executive director is given the authority to either terminate the lease and pilot, or permit an assumption?

John Clute

From: Zeigler, Nadene [mailto:NZeigler@hodgsonruss.com]
Sent: Wednesday, February 03, 2016 3:07 PM
To: 'Roseanne Murphy'
Cc: john@cctlaw.com
Subject: RE: FW: Building #16 PILOT Agreement

Good afternoon Roseanne:

With respect to the message below, does APG Neuros realize that the Pilot terminates in 2017 and that currently the abatement on the real property taxes is at 90 or 95%? In other words, APG Neuros may not be receiving much of a benefit in real property taxes.

Nadene E. Zeigler
Partner
Hodgson Russ LLP

Tel: 518.465.2333
Fax: 866.505.9238



website | vCard | bio | email

677 Broadway, Suite 301 | Albany, NY 12207
Tel: 518.465.2333 | [map](#)



From: Roseanne Murphy [<mailto:rmurphyccida@gmail.com>]
Sent: Wednesday, February 03, 2016 2:49 PM
To: Zeigler, Nadene
Subject: Fwd: FW: Building #16 PILOT Agreement

Nadene,

The current tenant in TDC Bldg #16 us interested in continuing the PILOT. His company is APG Neuros. Please let me know if there is anything I should do for you on this project.

Thanks

Roseanne Murphy, Exec. Director
County of Clinton Industrial Development Agency
Email: rmurphyccida@gmail.com
Cell: 518-802-7091

----- Forwarded message -----

From: "Paul A. Grasso" <pagrasso@thedevelopcorp.com>
Date: Feb 3, 2016 1:29 PM
Subject: FW: Building #16 PILOT Agreement
To: "Roseanne Murphy (rmurphyccida@gmail.com)" <rmurphyccida@gmail.com>
Cc: "Roseanne Murphy" <rmurphy@thedevelopcorp.com>

FYI

Paul A. Grasso, Jr.

President & CEO

The Development Corporation

190 Banker Road, Suite 500

Plattsburgh, NY 12901

Resolution # 02-16-01 – Resolution Authorizing Reconveyance
TDC Building #16
County of Clinton Industrial Development Agency
February 8, 2016
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518.563.3100

518.562.2232 (fax)

pagrasso@thedevelopcorp.com

www.thedevelopcorp.com



THE DEVELOPMENT
CORPORATION

From: Omar Hammoud [<mailto:OHammoud@apc-neuros.com>]
Sent: Wednesday, February 3, 2016 1:27 PM
To: Paul A. Grasso <pagrasso@thedevelopcorp.com>
Subject: Re: Building #16 PILOT Agreement

Good afternoon Paul,

Yes we would be interested in continuing with the PILOT agreement. Please proceed from your end and let me know what we need to do with our attorney. We may be able to use the attorney you referred me to in Plattsburgh for this exercise.

Thank you for thinking of us on the savings potential.

Best regards,

Omar Hammoud

CEO and President

Sans frais / Toll Free: [1 866 592-9482](tel:18665929482) ext. 2100

Télécopieur / Fax: [450 939-2115](tel:450-939-2115)

ohammoud@apg-neuros.com

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Canada	United States



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www.apg-neuros.com

To see a video on NX Turbo Blower, please go to

www.apg-neuros.com

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Thank you for thinking about the environment before printing this e-mail.

Merci de penser à l'environnement avant d'imprimer ce courriel.

From: Paul Grasso <pagrasso@thedevelopcorp.com>
Date: Wednesday, February 3, 2016 at 12:20 PM
To: Omar Hammoud <ohammoud@apg-neuros.com>
Subject: Building #16 PILOT Agreement

Good afternoon, Omar. Building #16 has a PILOT agreement through the Industrial Development Agency. It expires in 2017. If you are interested, we can pursue having the PILOT assigned from TDC to APG. It may allow you to save some money on taxes. You may want to discuss it with your attorney.

I'll await your reply before initiating anything.

Hope all is well.

Paul A. Grasso, Jr.

President & CEO

The Development Corporation

190 Banker Road, Suite 500

Plattsburgh, NY 12901

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THE DEVELOPMENT
CORPORATION

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through February 5, 2016.

Selected Entity Name: APG NEUROS CORP.
Selected Entity Status Information
Current Entity Name: APG NEUROS CORP.
DOS ID #: 3886783
Initial DOS Filing Date: DECEMBER 08, 2009
County: CLINTON
Jurisdiction: DELAWARE
Entity Type: FOREIGN BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information
DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)
CHRISTOPHER J. LEFF, ESQ.
PAUL FRANK + COLLINS P.C.
PO BOX 1307
BURLINGTON, VERMONT, 05402-1307

Chief Executive Officer

OMAR HAMMOUD
1270 MICHELE-BOHEC
BLAINVILLE, QUEBEC, J7C5S-4

Principal Executive Office

APG NEUROS CORP.
1270 MICHELE-BOHEC
BLAINVILLE, QUEBEC, J7C5S-4

Registered Agent

Entity Information

Page 2 of 2

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 08, 2009	Actual	APG NEUROS CORP.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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