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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 08/03/2005

On January 19, 2005, Federal Bureau of Investigation (FBI) Special Agent (SA) John W. Smith received a United States First Class Mail package from GARY HILLBERRY (HILLBERRY), U.S. Customs Service Special Agent in Charge, retired, 5372 South Holland Street, Littleton, CO 80123, home/work telephone number 303/933-4916, cellular telephone number 303/944-4157. The following is a summary of item included in the package:

(1) - Affidavit of HILLBERRY concerning his relationship with IRP SOLUTIONS (IRP).

(2) - IRP Independent Contractor Agreement signed by HILLBERRY.

(3) - IRP Confidentiality and Ownership Agreement signed by HILLBERRY.

(4) - Email correspondence between HILLBERRY and DAVID BANKS (BANKS) of IRP.

(5) - Article about IRP in policemag.com's February 2004 issue.

(6) - Email message between BANKS and HILLBERRY. Attached to the email are copies of HILLBERRY's IRP timesheets totaling 141 hours.

All items received in the package from HILLBERRY are attached and made a part hereto.

Investigation on 01/27/2005 at Colorado Springs, Colorado

File # 196D-DN-63228-228 Date dictated (not dictated)

by SA John W. Smith/jwsQ.9

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

AFFIDAVIT BY GARY HILLBERRY

(1)

Dated: January 18, 2005

Subject: My Business relationship with IRP Solutions Corp. Colorado Springs, Colorado

In November or December 2003, I received a phone call from Customs Special Agent in Charge Jeff Copp Denver, Colorado. SAIC Copp told me that he had received a call from a David Banks with a company in Colorado Springs who is looking for one or two retired Customs Agents to work on a contractual basis to review and advise on law enforcement software his company was developing.

I contacted David Banks and a luncheon meeting was scheduled to discuss my interest to work for IRP Solutions. I met David Banks and Gary Walker at J. Alexander's Restaurant near Park Meadows Mall. Gary Walker introduced himself as President and Davis Banks as Chief Operations Officer for IRP Solutions. I provided them with my resume and explained my law enforcement background. They gave me a general overview of their law enforcement software application. They offered me contractual employment at \$65 per hour plus travel expenses.

They invited me to visit the Corporate Office on December 15, 2003. Also, they asked me to recommend another retired Customs Agent and ask this individual to also visit the office on December 15, 2003.

On December 15, 2003 retired Customs Agent Wayne Pinkstaff and I traveled to Colorado Springs to attend the pre-arranged meeting at IRP Corporate Office. Upon arriving we met with David Banks. He re-iterated what the Company was about and what would be expected from us. He provided us with a contract to review, sign and return at a future date. We also spoke briefly with Gary Walker during this visit.

During this meeting David Banks told us that they have also engaged the services of retired FBI Agents John Epke and Dwayne Fuselier. The meeting concluded and we were invited to attend the Office Christmas luncheon in the Conference room.

I subsequently contacted John Epke and Dwayne Fuselier to discuss their understanding of the program that we had been contracted for.

On or about January 6, 2004, John Epke, Dwayne Fuselier and I traveled to the IRP Solutions Office to review the IRP software program CICL and provide subject matter expertise to assist them in understanding law enforcement terminology and procedures. I returned my signed contract and received an executed copy. Wayne Pinkstaff did not attend this meeting. In fact, Wayne Pinkstaff subsequently ceased involvement in this effort because of other employment opportunities.

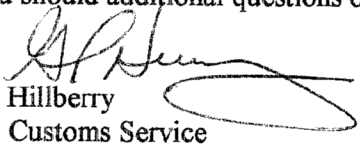
From January 2004 through October 2004, I attended a number of meetings at the IRP Office and also completed certain assignments requested of me and submitted bi-monthly billing statements as directed in the contract. On one occasion, I provided a detail sample report of a typical Customs import fraud investigation as requested so that IRP could dissect the sample to understand law enforcement forms and procedures so they could modify the CICL software to accommodate issues discussed in the sample report.

From January 6, 2004, each time I visited the Office I was with John Epke and Dwayne Fuselier. On a number of occasions we confronted David Banks about not being paid. David always seemed sincere and would state that he is an honorable man and that we will be paid in full, and in fact, we would receive additional compensation because of the delay in being paid.

On numerous occasions, the three of us would discuss the pay issue in private. We decided that IRP Solutions truly had a viable law enforcement product and appeared to be moving forward to acquire state and federal law enforcement contracts for their product, so we decided to continue to assist in the effort.

Attached is a copy of my signed contract, bi-monthly billing statements for hours billed and copies of e-mails sent to or received from IRP Solutions.

If you should have additional questions of me, please do not hesitate to call.


Gary Hillberry
U. S. Customs Service
Special Agent in Charge, retired
303-933-4916-home/office
303-944-4157 cell
sachillret@aol.com

1/18/05

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into as of January 6, 2004 ("Effective Date"), by and between Gary Hillberry, an individual with address of 5372 South Holland Street, Littleton, CO 80123, Telephone: (303) 933-4916 (Consultant), and IRP Solutions Corporation, a Colorado corporation with its principal office located at 7350 Campus Drive, Suite 200, Colorado Springs, CO 80920, Telephone: 719-955-0040, Facsimile: 719-955-0041, Contact and email: David Banks, dbanks@irp-solutions.com ("Company").

Now, therefore, Consultant and Company agree as follows:

1. Engagement.

Company hereby engages Consultant, and Consultant accepts engagement, to provide to Company the following services:

Law enforcement consulting services for a minimum of 15 hours per week as defined by the Company and accepted by the Consultant

2. Term.

Consultant shall provide services to Company pursuant to this Agreement for a term commencing on January 6, 2004 and ending on May 21, 2004. All consulting services provided prior to the start date shall also be covered retroactively under this agreement.

3. Place of Work.

Consultant shall render services primarily at Consultant's offices, but will, upon request, provide the services at Company offices or such other places as reasonably requested by Company as appropriate for the performance of particular services.

4. Time.

Consultant's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Consultant's discretion in the performance of services pursuant to this Agreement. Company relies upon Consultant to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

5. Fees for Consulting Services.

Unless otherwise expressly specified in the applicable Work Order: (i) development services for the Deliverables shall be provided on a time and materials ("T&M") basis; that is, Company shall pay Consultant for all the time spent performing such services; and (ii) the rates for services shall be \$65.00 per hour.

6. Invoicing and Payment.

Consultant shall invoice Company bi-weekly, unless otherwise expressly specified in the applicable Work Order. All hours invoiced shall be paid to consultant through the selected staffing company contracted by IRP Solutions to payroll the consultant or directly from IRP Solutions upon receipt of revenue from sales of CILC® Federal or Precinct software, whichever comes first.

7. Covenant Not to Compete

During the term of this Agreement and for a period of three (3) years thereafter, Consultant shall not directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business the same as or similar to the business conducted by Company. In the event any of the provisions of this Section 6 are determined to be invalid by reason of their scope or duration, this Section 6 shall be deemed modified to the extent required to cure the invalidity. In the event of a breach, or a threatened breach, of this Section 6, Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law.

8. Confidentiality.

During the term of this Agreement, and thereafter, Consultant shall not, without the prior written consent of Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Company's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- A. is disclosed by Company without restriction;
- B. becomes publicly available through no act of Consultant;
- C. is rightfully received by Consultant from a third party.

8. Termination.

- A. This Agreement may be terminated by Company as follows:
 - i. If Consultant is unable to provide the consulting services by reason of temporary or permanent illness, disability, incapacity or death.
 - ii. Breach or default of any obligation of Consultant pursuant to Section 6, Covenant Not to Compete, or Section 7, Confidentiality, of this Agreement.
 - iii. Breach or default by Consultant of any other material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Company.

iv. For whatever cause or reason, the Company does not desire to further utilize the services of the Consultant.

B. Consultant may terminate this Agreement as follows:

i. Breach or default of any material obligation of Company, which breach or default is not cured within five (5) days of written notice from Consultant.

ii. If Company files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Company, any of the foregoing of which remains undismissed for a period of sixty (60) days.

iii. For whatever cause or reason, the Consultant does not desire to provide services to the Company.

9. **Independent Contractor.**

Consultant is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Consultant shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.

10. **Tools and Supplies.**

Unless otherwise agreed to by Company in advance, Consultant shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Consultant's services hereunder.

11. **Controlling Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

12. **Headings.**

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

13. **Final Agreement.**

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written

or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

14. Notices.

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Consultant:

Gary Hillberry
5372 South Holland Street
Littleton, CO 80123

If to Company:

IRP Solutions Corporation
7350 Campus Drive
Suite 200
Colorado Springs, CO 80920

15. Ownership of Work and Deliverables As Works Made For Hire by Sponsor

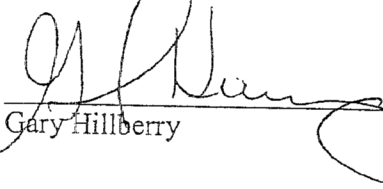
All Work and Deliverables, and all Proprietary Rights embodied therein, shall be owned exclusively by Company and shall be considered as works made for hire by consultant for and on behalf of Company.

16. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

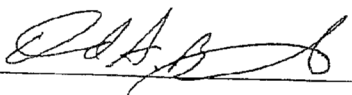
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

CONSULTANT:


Gary Hillberry

1/6/04

IRP Solutions Corporation

By: 

Title: Coo

IRP Solutions Corporation.
CONFIDENTIALITY AND OWNERSHIP AGREEMENT
(Contractor)

THIS AGREEMENT is entered into as of January 6, 2004 by and between IRP Solutions Corporation, a Colorado corporation with its principal office located at 7350 Campus Drive Suite 200, Colorado Springs, CO 80920 ("IRP"), and Gary Hillberry ("Contractor").

WHEREAS, IRP has employed or continues to employ the Contractor;

WHEREAS, in the course of Contractor's engagement, Contractor has gained and/or will gain access to certain proprietary information of IRP; and

WHEREAS, IRP requires Contractor to enter into this agreement as a condition to his engagement and/or his continued engagement by IRP;

NOW, THEREFORE, in consideration of the engagement and/or continued engagement of Contractor, the promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidentiality. Contractor covenants and agrees that, during and after this employment Contractor will treat as confidential and will not, without the prior written approval of IRP, use (other than in the performance of Contractor's designated duties for IRP) or disclose, directly or indirectly, the Trade Secrets or Confidential Information (i) disclosed by IRP or its affiliates or developed by Contractor as part of Contractor's duties hereunder, or (ii) disclosed to IRP or its affiliates, or to Contractor as part of Contractor's duties hereunder, by Customers or other third parties subject to obligations of confidentiality; provided that the foregoing obligation with respect to Confidential Information shall expire three (3) years after termination of Contractor's engagement by IRP. For purposes hereof, the term "Trade Secret" shall mean information regarded as a trade secret under applicable Colorado law and information without regard to form, including, without limitation, know-how embodied in computer program algorithms, system design, architecture, logic, and structure, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a design, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers, which is not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. For purposes hereof, the term "Confidential Information" shall mean any confidential or proprietary information relating to IRP or its customers that is not a Trade Secret under applicable Colorado law. The Contractor agrees to diligently protect any and all Trade Secrets and Confidential Information against loss by inadvertent or unauthorized

disclosure and to comply to regulations established by IRP for the purpose of protecting such information. FOR PURPOSES HEREOF, THE FOLLOWING SHALL NOT BE DEEMED TO BE TRADE SECRETS OR CONFIDENTIAL INFORMATION: (i) INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME EMPLOYEE FIRST LEARNS OF SUCH INFORMATION, (ii) GENERAL INFORMATION OR KNOWLEDGE WHICH EMPLOYEE WOULD HAVE LEARNED IN THE COURSE OF EMPLOYMENT OR WORK ELSEWHERE IN THE GENERAL TRADE, AND (iii) CONTRACTOR METHODOLOGY. For purposes hereof, the term "Contractor Methodology" shall mean know-how embodied in computer program algorithms, system design, architecture, logic, and structure which is (i) developed or known by Contractor completely independent of and prior to Contractor's independent contractor relationship with IRP and supported by Contractor's written records, (ii) not proprietary to or restricted by any third party, and (iii) which becomes a part of Contractor's knowledge and experience. Contractor shall diligently protect any and all Trade Secrets and Confidential Information against loss by inadvertent or unauthorized disclosure and to comply to regulations established by IRP for the purpose of protecting such information.

2. Records And Materials. All records, notes, files, recordings, tapes, disks, memoranda, reports, price lists, client lists, drawings, plans, sketches, documents, equipment, apparatus, and like items, and all copies thereof, relating to the business of IRP, the Trade Secrets or the Confidential Information, which shall be prepared by Contractor or which shall be disclosed to or which shall come into the possession of Contractor, shall be and remain the sole and exclusive property of IRP. Contractor agrees, upon request from IRP and upon the termination of Contractor's contractor relationship with IRP, to promptly deliver to IRP the originals and all copies of any of the foregoing that are in the Contractor's possession, custody or control.

3. Contractor Inventions And Works. Any invention, original work of authorship, idea, improvement, discovery, process, formula, code, algorithm, program, system, method or visual works (collectively, "Inventions"), which is made, developed or conceived, either solely or jointly with others, by Contractor (i) in the course of Contractor's engagement, (ii) with the use of IRP's time, material or facilities or (iii) in connection with the actual or demonstrably anticipated business, work, or research and development of IRP, will be promptly and fully disclosed by the Contractor to Contractor's supervisor at IRP. Any such Inventions, whether made prior to, on, or after the date hereof, will be the sole and absolute property of IRP, including all patent, copyright, and other rights in respect thereof, and Contractor hereby assigns, and upon the future creation thereof automatically assigns to IRP without further consideration, and Contractor agrees to assign to IRP without further consideration, any right, title or interest Contractor may have to such Inventions created prior to, on, or after the date hereof in any medium, including all rights to create derivative works based thereon. At the request and expense of IRP, either during or after employment, Contractor will execute and deliver all such documents and will do all such other acts as may be in IRP's opinion necessary or desirable to secure to IRP or its successors and assigns, complete, exclusive, perpetual, and worldwide right, title and interest in and to any such Inventions.

Contractor agrees to keep and maintain adequate and current written records (in the form of notes, laboratory notebooks, sketches, drawings, and as may otherwise be specified by IRP) of all inventions and original works of authorship made by Contractor (solely or jointly with others) using IRP's resources, on IRP's time, or which relate to the actual or demonstrably anticipated business of IRP, which records shall be available to and remain the sole property of IRP at all times. The provisions of this paragraph shall be binding upon the heirs, successors, and assigns of Contractor. To the extent Contractor uses any Contractor Methodology in any product or work created by Contractor during Contractor's relationship with IRP that is subject to this Section 3, Contractor hereby grants to IRP the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license (i) to use, enhance, create derivative works based on, distribute, and sublicense Contractor Methodology and any embodiment thereof, (ii) to disclose Contractor Methodology and any embodiment thereof to third parties, provided that such disclosure is subject to measures sufficient to maintain the relative secrecy of the trade secrets embodied therein, and (iii) to authorize third parties to do any of the foregoing subject to the restrictions on disclosure described above.

4. Cooperation. Contractor agrees to cooperate at any time to the extent and in the manner reasonably requested by IRP and at IRP's expense, in the prosecution or defense of any claims, litigation or other proceeding involving the property of IRP, the Trade Secrets, or the Confidential Information.

5. Other Obligations. Contractor acknowledges that IRP from time to time may have agreements with other persons or with the governmental entities or agencies which impose obligations or restrictions on IRP regarding inventions and original works of authorship made during the course of work thereunder or regarding the confidential nature of such work. Contractor agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of IRP thereunder.

6. Trade Secrets and Obligations to Others. Contractor represents that Contractor's performance of all the terms of this Agreement and as a contractor of IRP does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by him in confidence or in trust prior to Contractor's engagement with IRP, and Contractor will not disclose to IRP, or induce IRP to use, any confidential or proprietary information or material belonging to any previous employer or others. Contractor represents that Contractor is not a party to any non-compete agreement or other contract which would conflict with or prevent Contractor from entering into engagement with IRP or performing employee duties for IRP. Contractor agrees not to enter into any agreement, either written or oral, in conflict herewith.

7. Covenant Not to Solicit Customers. Contractor covenants and agrees that during Contractor's engagement hereunder and for a period of twelve (12) months following the termination of such engagement for any reason, Contractor shall not, without the prior written consent of IRP, either directly or indirectly, on Contractor's own behalf or in the service or on behalf of others solicit or attempt to divert or appropriate any customers or

prospective customers of IRP with whom Contractor had actual contact during the twelve (12) month period immediately preceding Contractor's termination of engagement with IRP to any business engaging in the same or substantially similar business as the business of IRP.

8. **Covenant Not to Solicit Employees.** Contractor covenants and agrees that during the term of Contractor's engagement and for a period of twelve (12) months following the termination of such engagement for any reason, Contractor shall not, either directly or indirectly, on Contractor's own behalf or in the service of or on behalf of others, hire away or contact, solicit, divert, or encourage any person employed by IRP with the intent of enticing him or her away from the employ of IRP, or otherwise induce or influence any person to discontinue engagement with IRP, whether such person is a full-time or temporary employee of IRP and whether such engagement is pursuant to a written agreement or such engagement is for a determined period or is at will.
9. **Remedies.** Contractor acknowledges and agrees that, by virtue of the duties and responsibilities attendant to Contractor's engagement by IRP and the special knowledge of IRP's affairs, business, clients and operations that Contractor has and will have as a consequence of such engagement, irreparable loss and damage will be suffered by IRP if Contractor should breach or violate any of the covenants and agreements contained in Sections 1 through 8; and Contractor further acknowledges and agrees that each of such covenants are reasonably necessary to protect and preserve the business of IRP. Contractor, therefore, agrees and consents that, in addition to any other remedies available to it, IRP shall be entitled to an injunction to prevent a breach or contemplated breach by the Contractor of any of the covenants or agreements contained in such Sections. The existence of any claim, demand, action or cause of action of Contractor against IRP, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by IRP of any of the covenants contained herein.
10. **Electronic Mail, Voice Mail, And Computer Monitoring.** Electronic mail service, voice mail service, and computers provided by IRP are intended solely for business use. Contractor acknowledges IRP's right to monitor Contractor's use of such facilities without notification.
11. **Telephone Monitoring.** Telephone service provided by IRP is intended solely for business use. Contractor acknowledges IRP's right to monitor Contractor's use of such telephone service without notification.
12. **Severability.** Each covenant of this Agreement shall be deemed and shall be construed as a separate and independent covenant, and should any part or provision of any such covenants be declared invalid by any court of competent jurisdiction, such invalidity shall in no way render invalid or unenforceable any other part or provision thereof or any other separate covenant of Contractor not declared invalid.
13. **Notices.** Any notice required or permitted to be given to one party by the other party hereto pursuant to this Agreement shall be in writing and shall be personally

delivered (including delivery by overnight or express courier), or sent by United States Mail, certified or registered, return receipt requested, first class postage and charges prepaid, in envelopes addressed to the parties as set forth on the first page hereof or at such other addresses as shall be designated in writing by either party to the other party in accordance with this Section. Notices delivered in person shall be effective on the date of delivery. Notices sent by United States Mail shall be effective on the third day following deposit.

14. Other Rights and Agreements. The rights of IRP under this Agreement are in addition to, and not in lieu of, all other rights IRP may have at law or in equity to protect its confidential information, trade secrets and other proprietary interests. No amendment or modification of this Agreement shall be valid or binding upon IRP unless made in writing. The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party. Nothing in this Agreement affects the fact that Contractor's engagement with IRP is expressly at-will.

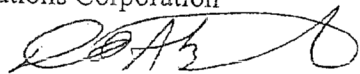
15. Control. The parties agree that Contractor is an independent Contractor hereunder and not an employee of IRP. Accordingly, IRP shall provide direction to Contractor only to the extent of the objectives or end result of a desired activity or project. Contractor shall not be required to work specific hours on any particular activity or project, nor is it required or expected that Contractor shall perform services hereunder on a full-time basis, it being understood that Contractor may have other engagement by other clients during the term hereof.

16. Taxes. Contractor shall work on a contract basis, and IRP will therefore have no liability for federal or state income tax withholding, FICA, or other taxes related to Contractor or Contractor's performance hereunder. Contractor shall pay all required taxes (such as withholding, FICA and other similar taxes). If any claim is made by any taxing authority against IRP for payment of such items, and if IRP is determined to be liable for such items claimed by the taxing authority, or if settlement or compromise is made, Contractor shall indemnify and hold IRP harmless against any such liability and against any associated costs incurred by IRP (including costs for attorney's fees). This Section shall survive the expiration or termination of any engagement hereunder.

17. Miscellaneous. This Agreement shall be construed under the laws of the State of Colorado, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

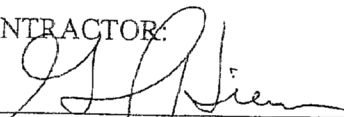

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

IRP Solutions Corporation

By:  1/6/04

Title: COO

CONTRACTOR:

 1/6/04
Gary Hillberry 

Subj: **RE: Hello from Gary Hillberry**
Date: 6/24/2004 2:38:29 PM Mountain Daylight Time
From: david.banks@irp-solutions.com
To: SacHillRet@aol.com

Hello Gary,

We are seeking other credit/funding options to continue supporting my staff. I hope to have some things worked out in the near future so that I can reengage all of the law enforcement consultants. I don't have a concrete time, but I expect something very soon.

Regards,

David A. Banks
Chief Operating Officer
IRP Solutions Corporation
<http://www.irp-solutions.com>
719.955.0040 ext. 101 (Office)
719.955.0041 (Fax)

CONFIDENTIALITY NOTE: The information contained herein is confidential information intended only for the use of the addressee(s). If you have received this message in error, please notify David Banks by return email or by telephone at 719.955.0040 ext. 101 and destroy all copies of this message and any file attachments.

-----Original Message-----

From: SacHillRet@aol.com [<mailto:SacHillRet@aol.com>]
Sent: Saturday, June 19, 2004 9:37 AM
To: David Banks
Subject: Hello from Gary Hillberry

David,

E-mailing you to see where we are at in the project. Please give me an update, so I can plan personal vacation over July and August.

Gary Hillberry

Thursday, June 24, 2004 America Online: SacHillRet

Subj: RE: HELLO FROM GARY HILLBERRY
Date: 2/21/2004 11:50:05 AM Mountain Standard Time
From: david.banks@irp-solutions.com
To: SacHillRet@aol.com

Hello Gary,

Yes, I received this communication. I would like you to prepare an Alien Smuggling/Money Laundering sample case and a case dealing with a ship that is carrying a weapon of mass destruction (WMD). The WMD case scenario is listed below. You may want to query the help of Wayne if needed.

Please shoot me an email once you've been able to complete these activities.

Thanks,

David

Weapon of Mass Destruction Scenario

1. CSI notifies ICE of WMD in container on a ship departing Germany. Was not able to inspect the container.
2. ICE Special Agents receive notification and obtain import transaction data (manifest and entry) from query to ACE.
3. ICE Special Agents prepare Operations Plan (Ops Plan) and coordinate with USCG and military.
4. ICE Special Agents in AMO detect and interdict the ship. Ship boarded and WMD located. Agents submit findings/facts into Case File. Agents remotely coordinate with Special Agent-in-Charge development of Ops Plan for Controlled Delivery.
5. Container is under surveillance to US port where it is off-loaded to a truck, transferred to a warehouse, broken down, and dispersed on multiple trucks. All tracking information is captured on appropriate forms. Case facts entered into Case File.
6. Arrests are made at importer location. ID's are seized and individuals determined to be Aliens through access to the INS system. Collateral cases are opened.
7. Reports are generated for HQ and AUSA, etc.

-----Original Message-----

From: SacHillRet@aol.com [mailto:SacHillRet@aol.com]
Sent: Saturday, February 21, 2004 11:03 AM
To: David Banks
Subject: HELLO FROM GARY HILLBERRY

David,

I am back in town and spoke with Dwayne on Saturday. I will prepare an outline of a basic investigator's course. Do you need anything else at this time?

Please acknowledge this email so I'll know that we are connected.
When do you want us back down to Colo. Springs?

Take care,

Gary

Saturday, February 21, 2004 America Online: SacHillRet

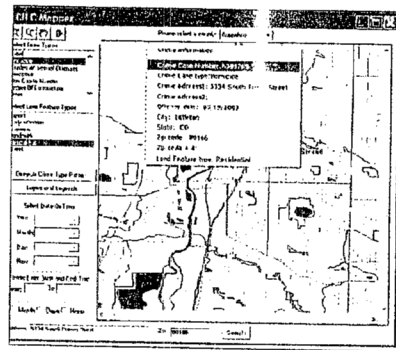
IRP Solutions' Case Investigative Life Cycle

Accessible by PDA, tablet, notebook, or desktop, this new software can help you manage all aspects of a case.

Bob Davis

Nowadays, technology seems to be providing ways to solve everything in our complicated professional lives. So why not find a technical solution that eliminates slipshod case management and poorly executed investigative processes? That's the idea behind IRP-Solutions Corp.'s new Case Investigative Life Cycle (CILC) Precinct software.

CILC (pronounced "silk") is an enterprise level client-server application that



CILC's integrated ETAK/GIS mapping environment ties incident data to icons that give the user instant summaries of an incident.

could be the detail-oriented manager you've always wanted for your investigations unit. It may also be the solution for your records management woes and a way to rid yourself of the endless stacks of paper.

Developed over the last four years by a team of software engineers, CILC comes with a built-in law enforcement pedigree. It already knows the basic ins and outs of competent police work thanks to contributions from law enforcement professionals at all levels of government.

And once you decide to implement CILC, IRP can customize the software to give it expertise on the procedures that are unique to your agency. CILC is built on a robust Oracle database engine by an engineering staff that works directly with your organization creating business rules and procedures necessary for your environment.

This customization and IRP Solutions' attention to detail make CILC powerful enough to become your agency's primary computerized investigative management tool. But this application is not just a one-trick pony. CILC Precinct is capable of handling your administrative processes, too. From subpoenas to injury reports, from commendations to disciplinary actions, CILC Precinct can automate numerous personnel tasks and protect the individual officer's right to privacy in all personnel matters.

Here's how it works. At the beginning of the investigative process, CILC creates a "thread" of information for each incident based on the concept that each case is supported by four pillars: collection, analysis, distribution, and presentation.

Realizing that many agencies have multiple contribution points, CILC is designed to be used on desktops, portables, tablets, and PDAs. In other words, CILC goes into the field with as many persons as you need and on any available Windows computer, allowing immediate collection and documentation of information.

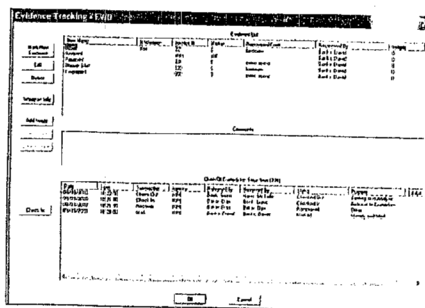
The value of having this tool in the field becomes evident in a hurry at a crime scene, as it reminds you about the little details. You know, things like getting the paramedic's name and work schedule, finding out the ambi-

ent room temperature at the crime scene, and the other little stuff that tends to be forgotten and later becomes a big headache.

Consider the following scenario. You start your preliminary investigation, and your supervisor decides it's time for you to take the lead. It will be your responsibility to conduct this investigation from its beginning and follow it through to its prosecution. You were fine a few minutes ago but now your mouth seems as if it's full of cotton balls. Your stomach begins to churn. Your boss says he has confidence in your ability. He gives you a pat on the back and reminds you to just follow the "silk thread."

After stepping outside for some air and chugging down some water along with some of those new over-the-counter purple heartburn pills, you take a deep breath and get to work. And because your agency has implemented CILC, you realize that you're going to be OK. CILC furnishes you with a starting point for harvesting information, followed by logical steps for investigating and conducting follow-up work. Finally, it steps you through the necessary requirements for submitting your work to the local prosecutor. It can even be set up to remind you about getting a warrant, scheduling an autopsy, and sending fibers to the state laboratory for further analysis.

Also, CILC gives you backup. Your boss, the one with all that confidence to give you the lead on your first big case, can monitor your work through CILC's built-in security administration. Just think of him as your guardian angel, keeping a mentoring eye on you and the progress of your case. If you stumble, he's there to get you back on the right track.



After you've developed the procedures, CILC tracks all items of evidence entered into the system.

If everything is fine, he'll know his judgment about you was on target.

In addition to its investigative tools, CILC is also useful for first responders. Its "Crime Scene Log" gives first responders instructions on how to maintain an orderly crime scene.

This is a critical need for all agencies. Today's world is going to require more from first responders. Not only will they

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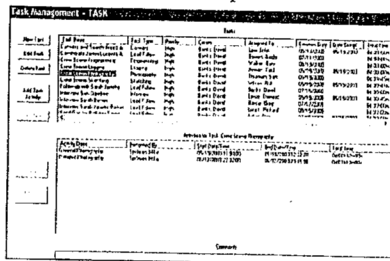
need their array of criminal codes and street sense, they'll also need immediate information on how to handle incidents involving everything from hit-and-run traffic accidents to terrorist attacks. When used properly, CILC can direct first-responder activities such as crime scene protection, command post setup, performing notifications, canvassing for witnesses, taking statements, and properly documenting identities of those with important information.

Sure, all of this can be done by officers without the aid of computers or CILC. But the benefits of CILC are easily demonstrated. All of the information inputted into this system is properly documented, legible, and uploadable to the server. Also, it can be shared at all levels of your agency without paper shuffling or repetitive typing. This means that units from within your organization can instantly have access to case information.

CILC sounds expensive, what with all this client-server and custom application talk. But don't let that scare you off. IRP-Solutions offers a stand-alone version of

CILC Precinct if you're not ready for the full-blown client-server version.

And if you want the client-server version, you may discover that grant money is available to help fund its implementation. IRP has an on-staff grant writer who can help you with this process.



CILC's task manager tells you the status of every task you need to track during your investigation.

In addition, IRP may help you. The company is interested in developing reference agencies for itself, and that's a win-win for everyone. ♦

A 25-year police veteran, Bob Davis currently runs the San Diego Police Department's computer lab.

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policemag.com February 2004

Subj: **RE: TIME SHEETS FROM GARY HILLBERRY**
Date: 5/8/2004 12:35:59 PM Mountain Daylight Time
From: david.banks@irp-solutions.com
To: SacHillRet@aol.com

Received.

David

-----Original Message-----

From: SacHillRet@aol.com [mailto:SacHillRet@aol.com]

Sent: Saturday, May 08, 2004 8:41 AM

To: David Banks

Subject: TIME SHEETS FROM GARY HILLBERRY

David,

Per our discussion, attached are my time sheets through March 15, 2004 totaling 141 hours. I will await you call to move forward.

Please acknowledge this email so I'll know you got it.

Thanks,

Gary Hillberry

Monday, May 10, 2004 America Online: SacHillRet

David,

Per our discussion, attached are my time sheets through March 15, 2004 totaling 141 hours. I will await you call to move forward.

Please acknowledge this email so I'll know you got it.

Thanks,

Gary Hillberry

Saturday, May 08, 2004 America Online: SacHillRet



IRP Solutions Corporation - Semi-Monthly Consultant Time Sheet

IRP Solutions Corporation

Name: GARY HILLBERRY

Office Phone: 303-933-4916

Cost Code:

Period Ending: 1 31 04 mo. day yr.

Type: Note: Record hours to nearest 1/4 hour - e.g.: .25, .50, .75. The hours for each day should be placed in the corresponding box for that day.

Form with multiple tables for recording hours, including Client Name, Project Number, and various time categories like Regular, OT, and Commutation.

Use Consultant Expense Report for reimbursable commutation expenses.

For Office Use Only: Section containing codes for Bereavement, On-Call, Educational, etc.

Consultant Signature: GARY HILLBERRY
IRP Management Approval (Signed):
IRP Management Approval (Printed):
IRP Management Job Title (Printed):

Due Dates: 1st business day following the 15th and the last day of the month.



IRP Solutions Corporation

TIMESHEET

IRP Solutions Corporation - Semi-Monthly Consultant Time Sheet

Name: **GARY HILLBERRY**

Consultant #: _____

Cost Code: _____

Office Phone: **303-933-4916**

Period Ending: **2 15 04**
mo. day yr.

Type: _____

Please submit one time sheet for the 1st through the 15th of the month. A separate time sheet should be submitted for the 16th through the 31st (end) of the month.
The hours for each day should be placed in the corresponding box for that day.

Client Name: Project Number:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total Regular Hours	Total OT Hours	Commutation Expenses (Reverse)	Line #	
IRP Internal		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	30.00	-	#REF!	1.
																					2.
																					3.
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																					7.
Total Billable Hours: (Lines 1-6)		4.00	4.00	-	-	5.00	-	5.00	-	-	5.00	3.00	2.00	2.00	-	-	30.00				
Non-Billable Time:																					
IRP Holiday	Code																				
Floating Holiday	ACHH																				
Sick Time	AFLH																				
Vacation Time	ASIC																				
Unassigned Time	AVAC																				
Other (See codes below)	PUTP																				
Total Hours Per Day: (Lines 7-14)		4.00	4.00	-	-	5.00	-	5.00	-	-	5.00	3.00	2.00	2.00	-	-	30.00				
Notes:																					

All commutation expenses are to be brought forward from reverse.
Use Consultant Expense Report for billable commutation expenses.

"Other" Codes:	
Bereavement	ABER
On-Call	PAVL
Educational Training	AEDU
Jury Duty	AJUR
Technical Interview	PTEC
Unpaid Absence	AUNP
Inconvenient Weather	AIWP
Military Duty	AMIL

For Office Use Only:

Consultant Signature: **GARY HILLBERRY**

IRP Management Approval (Signed): _____

IRP Management Approval (Printed): _____

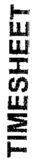
IRP Management Job Title (Printed): _____

v1.2

Due Dates: 1st business day following the 15th and the last day of the month.

(Over)

IRP Form 201



IRP Solutions Corporation - Semi-Monthly Consultant Time Sheet

Page 1 of 1

ERP Solutions Corporation

Name: GARY HILLBERRY

Cost Code: _____

Office Phone: 303-933-4916

Period Ending:

2	29	04
---	----	----

 mo. day yr.

Type:

Please submit one time sheet for the 1st through the 15th of the month. A separate time sheet should be submitted for the 16th through the 31st (end) of the month. The hours for each day should be placed in the corresponding box for that day.

Note: Record hours to nearest 1/4 hour - e.g.: 25 50 75

Client Name: Project Number:		The hours for each day should be placed in the corresponding box for that day.															Total Regular Hours	Total OT Hours	Commutation Expenses (Reverse)	Line #																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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For Office Use Only:

"Other" Codes:

Outlet Codes:	
ABER	Bereavement
PAVL	On-Call
AEDU	Educational Training
AJUR	Jury Duty
PTEC	Technical Interview
AUNP	Unpaid Absence
AWNP	Inclement Weather
AMIL	Military Duty

Consultant Signature: GARY HILL / BERRY

IRP Management Approval (Signed):

IRP Management Approval (Printed):

IRP Management Job Title (Printed)

v1.2

Due Date: 1st Business day following the 15th and the last day of the month.

(Over)

IRP Form 201



TIMESHEET

IRP Solutions Corporation

IRP Solutions Corporation - Semi-Monthly Consultant Time Sheet

Name: **GARY HILLBERRY**

Cost Code: _____

Office Phone: **303-933-4916**

Consultant #:

Period Ending: **3 15 04**
mo. day yr.

Type: _____

Please submit one time sheet for the 1st through the 15th of the month. A separate time sheet should be submitted for the 16th through the 31st (end) of the month.
The hours for each day should be placed in the corresponding box for that day.

Line #	Reg		OT		Reg		OT		Reg		OT		Reg		OT		Reg		OT		Total Regular Hours	Total OT Hours	Commutation Expenses (Reverse)	#REF!						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20					21	22	23	24	25	26
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Total Hours Per Day: (Lines 7-14)		3.00	3.00	-	5.00	4.00	-	4.00	4.00	-	4.00	4.00	4.00	4.00	-	3.00	2.00	2.00	2.00	2.00	30.00	-								
Notes:																														

Expense Total: (Add Lines 1, 3, 5)
All commutation expenses are to be brought forward from reverse.

Use Consultant Expense Report for reliable commutation expenses.

"Other" Codes:	
Bereavement	ABER
On-Call	PAVL
Educational Training	AEDU
Jury Duty	AJUR
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Inclement Weather	AIWP
Military Duty	AMIL

For Office Use Only:

Consultant Signature: **GARY HILLBERRY**

IRP Management Approval (Signed): _____

IRP Management Approval (Printed): _____

IRP Management Job Title (Printed): _____

v1.2

Due Date: 1st business day following the 15th and the last day of the month.

(Over)

IRP Form 201