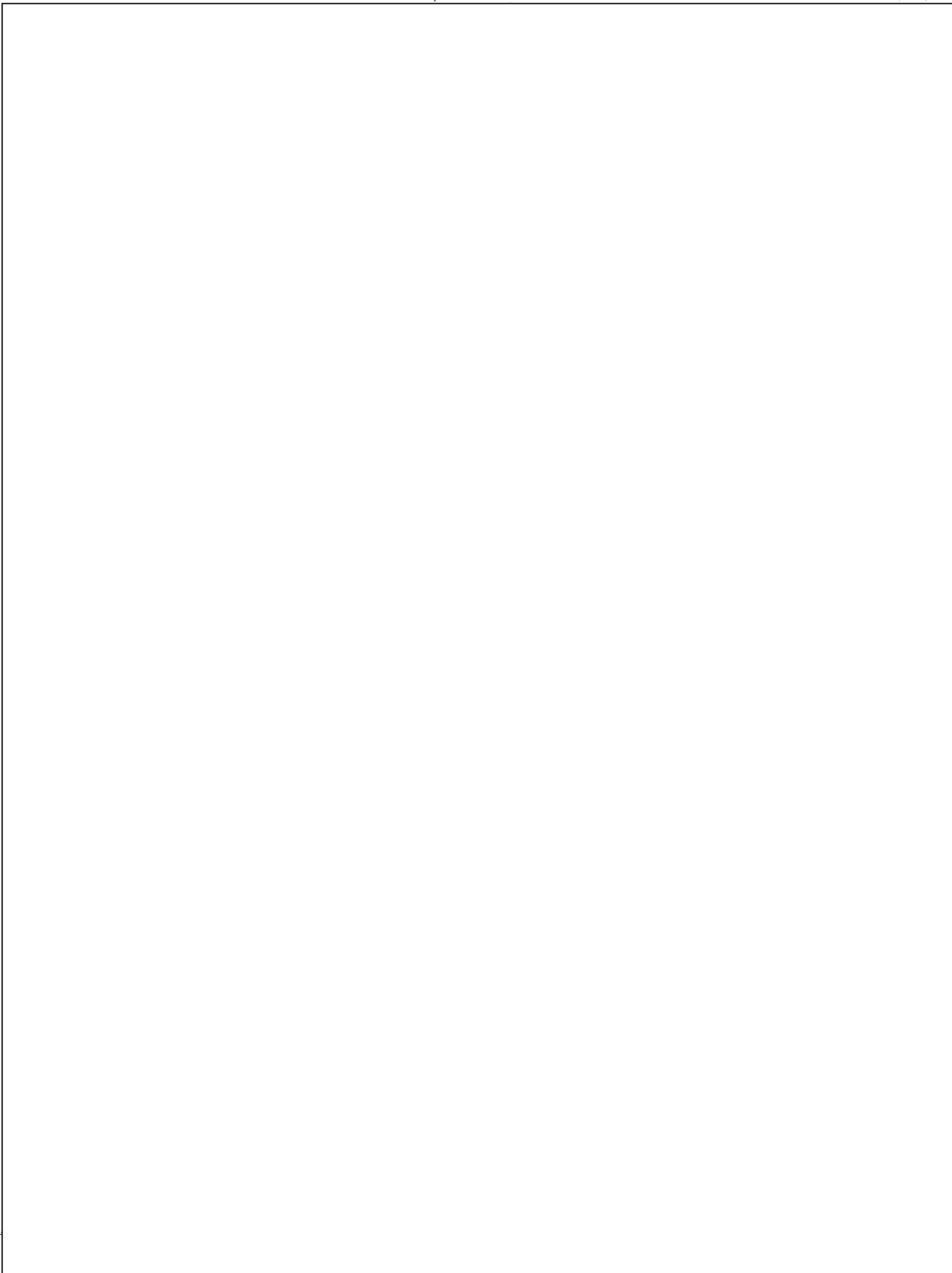


TOP SECRET - CONFIDENTIAL



Mr. Montrell E. Mills

Date

Home Address

The United States Government, as represented by the Contracting Officer, hereby engages you as an independent contractor, to perform investigative services on a case basis, under the following terms and conditions:

1. COMPENSATION. In full consideration for your utilization hereunder, you will be compensated at the rate of \$80.00 per full day of service or \$40.00 per one-half day of service, total fees will not exceed \$400.00 for each case satisfactorily completed. As used in this paragraph, a day of service means any work covering a period of five (5) hours or more, within a calendar day, and a half day of service means any work covering a period of less than five (5) hours within a calendar day. It is understood and agreed that the Government shall be the sole judge as to the acceptability of said cases and shall determine, within the limitation set forth above, each actual fee payment. Payments made to you hereunder will be as directed by you in writing in a manner acceptable to the Government. No taxes will be withheld therefrom but it will be your responsibility to report such income under existing federal, state, and self-employment (Social Security) tax laws and regulations. If appropriate, an information return will be furnished by the Government in furtherance of its tax reporting responsibilities.

2. TRAVEL. You will be reimbursed for necessary expenses incurred in connection with such domestic travel as may be directed or authorized by the Government. This may include per diem in lieu of subsistence in the course of such travel and while temporarily away from on assigned cases. Accounting therefore shall be in substantial conformance with applicable Government regulations.

3. EXPENSES. You will be reimbursed for expenses incurred incident to assigned cases, as specifically approved and financially limited by the Government. Such funds will be subject to payment and accounting in substantial conformance with applicable Government regulations.

4. REPAYMENT. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

5. EXECUTION OF DOCUMENTS. If, during your utilization hereunder, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U.S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by the Government to evidence this relationship.

6. STATUS. Your legal status under this agreement is that of an independent contractor. Nothing contained herein shall be constructed as implying the creation of an employee-employer relationship.

7. SECRECY. By virtue of this contract, you will become privy to employees, associates, plans, programs, methods and other information of this organization, in particular, and the U.S. Intelligence Community, in general. As a specific condition of this contract, you agree to never divulge, publish, reveal, or otherwise compromise in any manner, any such classified information or information covering intelligence sources and methods so obtained in the course of this contract without the prior written approval of the Director or his authorized representative.

4/9/80

8. UNAUTHORIZED COMMITMENTS. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

9. TERM. This contract is effective as of 18 January 1980 and shall continue thereafter for a period of one (1) year unless sooner terminated either:

- (a) By fifteen days' actual notice by either party hereto, or
- (b) Without prior notice by the Government, in the event of a breach of this contract by your violation of the Security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be extended upon notice from the Government accepted by you. Termination or expiration of this agreement will not release you from the obligations of any security oath you may be required to take.

UNITED STATES GOVERNMENT

BY /s/ []
Contracting Officer

ACCEPTED:

Montella Wells

WITNESS:

[]

APPROVED:

[]