

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.) No. 08-00262-02/02-CR-W-GAF
)
 THIRPLUS MOOSE,)
)
 Defendant.)

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. The Parties. The parties to this agreement are the United States Attorney’s Office for the Western District of Missouri otherwise referred to as “the Government” or “the United States”, represented by Beth Phillips, United States Attorney, and David Ketchmark, Assistant United States Attorney, and the defendant, Thirplus Moose (“the defendant”), represented by Lisa Nouri.

The defendant understands and agrees that this plea agreement is only between him and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. Defendant’s Guilty Plea. The defendant agrees to and hereby does plead guilty to the following counts of the indictment: Count One charging him with a violation of 18 U.S.C. § 371, that is, conspiracy to commit bank robbery; Count Two charging him with a violation of

18 U.S.C. § 2113(a), that is armed bank robbery with forcible restraint; and Count Five charging him with a violation of 18 U.S.C. § 924, that is, the use or discharge of firearm during a crime of violence resulting in death. By entering into this plea agreement, the defendant admits that he knowingly committed these offenses, and is in fact guilty of these offenses.

3. Factual Basis for Guilty Plea. The parties agree that the facts constituting the offenses to which he is pleading guilty are as follows:

On February 9, 2006, at approximately 6:40 a.m., two black males (robber #1 and robber #2) confronted a female teller, Chynetta M. Adams, as she was attempting to enter United Missouri Bank (“UMB”), 7901 Wornall Road, Kansas City, Missouri, in an underground parking garage. Robber #1, who was armed with a black, long shotgun, and robber #2, immediately demanded access to the UMB vault, which Adams advised she could not enter. When the robbers made another demand for money, Adams provided them with \$8,263, from a smaller safe behind her teller station. The robbers ordered Adams to place the stolen money in a green duffel bag, which robber #2 brought with him to the bank. After being provided with the money, the two robbers escorted Adams outside the bank to the adjoining underground parking garage, where her vehicle was parked. The robbers then ordered Adams into the trunk of her vehicle, which Adams repeatedly refused to do. The two robbers ultimately left the bank without Adams, in Adams’ vehicle, a 1999 blue over white Monte Carlo, with purple striping, eastbound on 79th Street. Because the Monte Carlo did not have any door handles, Adams assisted the two robbers in entering the vehicle. Adams’ vehicle was recovered abandoned on February 10, 2006, at 5604 E. 24th Street, Kansas City, Missouri.

On February 24, 2006, at approximately 6:30 a.m., 70-year-old security guard Dwight W. Mayhugh was attempting to open the UMB branch at 7901 Wornall Road when he was confronted by two black males in the same underground parking garage where the previous February 9th incident occurred. According to emergency medical technicians who treated Mayhugh after the incident, Mayhugh reported that upon driving into the parking garage in his vehicle, he was confronted by two black males who were wearing dark clothing, and at least one of whom was armed. When one of the black males pointed a gun at Mayhugh, he turned his head to the right, after which he (Mayhugh) was shot from approximately 10 feet away, through the driver’s side window of his vehicle. The two black males then escorted Mayhugh from his vehicle into the bank. The two black males demanded access to money, and Mayhugh responded that he did not have access to bank money. The two black males thereafter took Mayhugh’s vehicle, a 2002 gray Geo Tracker, and left the scene. Mayhugh’s vehicle was recovered shortly after the robbery (same day), at 2319 Oakley, Kansas City, Missouri (KCMO), less than a block away from 5604 E. 24th Street, KCMO, where Chynetta Adams’ vehicle from the February 9, 2006 incident was recovered. Federal Bureau of Investigation (FBI) agents and police were

unable to develop substantial leads or investigative progress in the bank robberies throughout the remainder of 2006, 2007 and a portion of 2008. Mayhugh was later treated for the injuries sustained by the gunshot wound, but he ultimately died at the hospital. The medical examiner who preformed his autopsy listed the cause of death as complications from a shotgun wound to the right shoulder and neck, with the manner of death being determined to be a homicide.

On August 12-13, 2008, a large scale re-canvas of the 23rd Street and Oakley, Kansas City, Missouri area was conducted by the Kansas City, Missouri Police Career Criminal Section and other officers and agents. Almost 500 houses were targeted to be canvassed in this operation. As a result of the publicity related to this re-canvas, a "Yellow Cab" taxi driver came forward and provided information related to the investigation. Specifically, the taxi driver advised that in February 2006, sometime during the early morning hours, he responded to the area of 5609 East Van Brunt for a potential cab "trip." The taxi driver correlated the time frame of this cab "trip" by advising that he was present at Harrah's casino just prior to this cab "trip." The taxi driver became aware of this cab "trip" from his in-car computer. The taxi driver left Harrah's casino in the early morning hours and drove to the area of the 5609 E. Van Brunt, KCMO. Upon arriving in this area, Shadab picked up two young black males who were wearing dark hoodies or coats. These two black males were standing on opposite sides of the street, near or in front of 5609 E. Van Brunt. The taxi driver drove the two black males to the area of 79th Street and Brookside, where he dropped them off. One of the black males paid the taxi driver the \$20 cab fare, along with a \$1 tip. The taxi driver did not see the black males walk in any particular direction. The taxi driver advised that this 79th Street and Brookside location is very close to the victim UMB bank. The taxi driver became aware later that same day that there had been a shooting of a security guard at the victim UMB when his wife directed him to a news broadcast about the crime. The taxi driver had also later seen a billboard regarding this crime. The taxi driver had not previously contacted the police regarding this matter because he was scared to become involved. The taxi driver viewed surveillance photographs from both of the UMB incidents, after which he advised that the depicted robbers looked very similar to the two black males whom he previously drove to the area of the bank. Harrah's casino records confirmed the taxi driver's presence at the Harrah's casino on the previous evening on February 24, 2006. At the end of the interview, the taxi driver was driven by 5609 E. 23rd Street, at which time he identified that address as being what he earlier thought was 5609 E. Van Brunt.

"Yellow Cab" records documented the taxi driver's above-described cab "trip" during the early morning hours of February 24, 2006. The records identified the "caller" as "Mr. Frisco," telephone number 816-255-5668, with a pick-up origin of 5609 E. 23rd Street, Kansas City, Missouri. The time of the call was listed as 5:30 a.m., February 24, 2006, with a destination of 7900 Brookside Road. This latter address is approximately one block east of UMB.

Records and subscriber information from the above-described telephone number, 816-255-5668, were subpoenaed. The telephone number corresponded to a T-Mobile phone, subscribed to by Iralee E. French, Jr. Computer inquiries regarding Iralee E. French Jr. revealed St. Louis connections. This fact was significant because victim Dwight Mayhugh's handgun was recovered in St. Louis on October 20, 2007.

An anonymous tip received by police prior to August 2008, had partially identified one of the robber's names as Lee, and also advised that the two robbers took Mayhugh's handgun to St. Louis after the February 24, 2006 incident.

A review of original contact reports regarding the February 24, 2006 canvas in the area of 2319 Oakley, identified defendant, **Thirplus Moose**, as a person who was interviewed with negative results at 5609 E. 23rd Street. This original report documented that defendant **Moose** provided a telephone number of 816-255-5668, the same number given to the cab company during the taxi driver's above-described cab "trip". The 5609 E. 23rd Street residence is located within one block of where both stolen cars were abandoned. Computer inquiries of the 5609 E. 23rd Street address identified several individuals who had resided at this address in the past.

Interviews with these individuals conducted on August 27, 2008, confirmed that French and defendant **Moose** stayed at 5609 E. 23rd St., during February 2006. Inculpatory evidence related to French's possession of a shotgun, the planning and execution of the above-described robberies by French and defendant **Moose**, as well as their possession of stolen money, was obtained during these interviews. Additionally, one of the residents of 5609 E. 23rd St. was identified as defendant **Moose's** girlfriend during February 2006, the time-frame of the above-described robberies.

An interview with one of defendant **Moose's** former girlfriends, Laschawn Wortham, conducted in Atlanta, revealed that defendant **Moose** used French's cell phone to call Wortham. During this conversation, defendant **Moose** told Wortham that he had robbed a bank with a gun.

Cell phone records for Irilee French's cell phone corroborated defendant **Moose** and Wortham's phone contact, as well as the cab driver and French's phone contact on February 24, 2006.

Finally, the United Missouri Bank ("UMB"), located at 7901 Wornall Road, Kansas City, Missouri, is a bank whose deposits were then insured by the Federal Deposit Insurance Corporation (FDIC).

4. Use of Factual Admissions and Relevant Conduct. The defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines ("U.S.S.G."), including the calculation of the defendant's offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that the conduct charged in any dismissed counts of the

indictment as well as all other uncharged related criminal activity may be considered as “relevant conduct” pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charges to which he is pleading guilty.

5. Statutory Penalties. The defendant understands that upon his plea of guilty to Count One of the indictment charging him with conspiracy to commit bank robbery, the maximum penalty the Court may impose is not more than five years of imprisonment, a \$250,000 fine, three years of supervised release, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class D felony.

The defendant understands that upon his plea of guilty to Count Two of the indictment charging him with armed bank robbery, the minimum penalty the Court may impose is not less than 10 years imprisonment, and the maximum penalty the Court may impose is not more than twenty years of imprisonment, a \$250,000 fine, five years of supervised release, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class B felony.

The defendant understands that upon his plea of guilty to Count Five of the indictment charging him with use or discharge of a firearm during a crime of violence resulting in death, the penalty the Court may impose is any term of years or life imprisonment in addition to the punishment provided for such crime of violence, a \$250,000 fine, five years of supervised release, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class A felony.

6. Sentencing Procedures. The defendant acknowledges, understands and agrees to the following:

a. that this plea is taken pursuant to Fed. R. Crim. P. 11(c)(1)(C) and the parties have agreed that a specific sentence is the appropriate disposition of this case;

b. the Court may accept this agreement, reject it, or defer a decision until the court has reviewed the presentence report;

c. if the Court rejects the plea agreement it will give the defendant the opportunity to withdraw the plea and advise defendant that if the plea is not withdrawn the court may dispose of the case less favorably than the plea agreement contemplated;

d. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to three years on Count One and five years on Counts Two and Five; and furthermore, that the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;

e. if the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to five years on Counts Two and Five, and up to three years on Count One without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed up to five years on Count Five, up to three years on Count Two, and up to two years on Count One, less the term of imprisonment imposed upon revocation of the defendant's first supervised release;

f. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

g. any sentence of imprisonment imposed by the Court will not allow for parole;

7. Government's Agreements. Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related to the armed bank robberies of the United Missouri Bank located at 7901

Wornall Road, Kansas City, Missouri on February 9th, 2006, and February 24, 2006 (as described in more detail in ¶ 3 above for which it has venue and which arose out of the defendant's conduct described above. Additionally, the United States Attorney for the Western District of Missouri agrees to dismiss counts Three, Four, and Six through Nine at sentencing.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. The defendant expressly waives his right to assert a statute of limitations defense if the dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

8. Preparation of Presentence Report. The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the

offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the counts to which he has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. Withdrawal of Plea. Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his pleas of guilty only if the Court rejects the plea agreement or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant understands that if the Court accepts his plea of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

10. Agreed Guidelines Applications. With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";

b. This plea agreement between the parties is made pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedures with an agreed upon sentencing range between the parties of 22 to 25 years imprisonment;

c. The parties believe that following the application of all appropriate guideline sections and enhancements, the presumptive guideline sentence would be a life sentence;

d. There is no agreement between the parties regarding the defendant's criminal history category. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

e. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in Paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

f. The United States and the defendant both submit that a sentence in the range of 22-25 years imprisonment is an appropriate disposition. Therefore, the parties agree to being restricted to only arguing for an appropriate sentence within this agreed upon range.

g. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment), and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

h. The defendant understands and agrees that the factual admissions contained in Paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed-upon Guidelines calculations contained in this agreement.

11. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. Change in Guidelines Prior to Sentencing. The defendant agrees that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. Government's Reservation of Rights. The defendant understands that the United States expressly reserves the right in this case to:

a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;

b. comment on the evidence supporting the charges in the indictment;

c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and

d. oppose any post-conviction motions for reduction of sentence, or other relief.

14. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;
- c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;
- d. the right to confront and cross-examine the witnesses who testify against him;
- e. the right to compel or subpoena witnesses to appear on his behalf; and
- f. the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands he has pleaded guilty to a felony offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

15. Waiver of Appellate and Post-Conviction Rights.

a. The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of (1) ineffective assistance of counsel; or (2) prosecutorial misconduct.

b. The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government’s appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

16. Financial Obligations.

By entering into this plea agreement, the defendant represents that he understands and agrees to the following financial obligations:

a. The Court may order restitution to the victims of the offense to which the defendant is pleading guilty. The defendant agrees that the Court may order restitution in connection with the conduct charged in any counts of the indictment which are to be dismissed and all other uncharged related criminal activity.

b. The United States may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine.

c. The defendant will fully and truthfully disclose all assets and property in which he has any interest, or over which the defendant exercises control directly or indirectly, including assets and property held by a spouse, nominee or other third party. The defendant's disclosure obligations are ongoing, and are in force from the execution of this agreement until the defendant has satisfied the restitution order in full.

d. Within 10 days of the execution of this plea agreement, at the request of the USAO, the defendant agrees to execute and submit (1) a Tax Information

Authorization form; (2) an Authorization to Release Information; (3) a completed financial disclosure statement; and (4) copies of financial information that the defendant submits to the U.S. Probation Office. The defendant understands that compliance with these requests will be taken into account when the United States makes a recommendation to the Court regarding the defendant's acceptance of responsibility.

e. At the request of the USAO, the defendant agrees to undergo any polygraph examination the United States might choose to administer concerning the identification and recovery of substitute assets and restitution.

f. The defendant hereby authorizes the USAO to obtain a credit report pertaining to him to assist the USAO in evaluating the defendant's ability to satisfy any financial obligations imposed as part of the sentence.

g. The defendant understands that a Special Assessment will be imposed as part of the sentence in this case. The defendant promises to pay the Special Assessment of \$300 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendant agrees to provide the Clerk's receipt as evidence of his fulfillment of this obligation at the time of sentencing.

h. The defendant certifies that he has made no transfer of assets or property for the purpose of (1) evading financial obligations created by this Agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the USAO to enforce such financial obligations. Moreover, the defendant promises that he will make no such transfers in the future.

i. In the event the United States learns of any misrepresentation in the financial disclosure statement, or of any asset in which the defendant had an interest at the time of this plea agreement that is not disclosed in the financial disclosure statement, and in the event such misrepresentation or nondisclosure changes the estimated net worth of the defendant by ten thousand dollars (\$10,000.00) or more, the United States may at its option: (1) choose to be relieved of its obligations under this plea agreement; or (2) let the plea agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of any previously undisclosed assets. The defendant agrees not to contest any collection of such assets. In the event the United States opts to be relieved of its obligations under this plea agreement, the defendant's previously entered pleas of guilty shall remain in effect and cannot be withdrawn.

17. Waiver of FOIA Request. The defendant waives all of his rights, whether asserted

directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

18. Waiver of Claim for Attorney's Fees. The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

19. Defendant's Breach of Plea Agreement. If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his plea of guilty.

The defendant also understands and agrees that in the event he violates this plea agreement, all statements made by him to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any

statements made by him subsequent to this plea agreement.

20. Defendant's Representations. The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, his attorneys or any other party to induce him to enter his plea of guilty.

21. No Undisclosed Terms. The United States and defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

22. Standard of Interpretation. The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings.

The parties further agree that, in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Dated: 7/8/11

/s/ Beth Phillips
Beth Phillips
United States Attorney

Dated: 7/8/11

/s/ David Ketchmark
David Ketchmark
Assistant United States Attorney

I have consulted with my attorney and fully understand all of my rights with respect to the offenses charged in the indictment. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

Dated: 7/8/11

/s/ Thirplus Moose
Thirplus Moose
Defendant

I am defendant Thirplus Moose's attorney. I have fully explained to him his rights with respect to the offenses charged in the indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, Thirplus Moose's decision to enter into this plea agreement is an informed and voluntary one.

Dated: 7/8/11

/s/ Lisa Nouri
Lisa Nouri
Attorney for Defendant