

EXHIBIT

1

AGREEMENT FOR RECRUITING SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") by and between MVM, Inc., a California corporation with offices at 1593 Spring Hill Road, Vienna, Virginia 22182 ("MVM") and 3D Global Solutions, Inc. a Indiana corporation with offices at 12898 Pontell Place, Westfield, Indiana 46074 ("3D") is dated as of October 12, 2005.

WHEREAS, 3D has competence and experience relating to recruiting of security personnel; and

WHEREAS, 3D is prepared to make such competence, capability and experience available to MVM by recruiting third country nationals ("TCNs") as security personnel in support of an MVM Prime contract; and

WHEREAS, MVM desires to use 3D to provide such recruiting service;

THEREFORE, the parties agree to the following terms and conditions in connection with the provision of such recruiting services by 3D:

A. SCOPE OF SERVICES.

3D shall recruit TCNs and provide specified pre-deployment services and specified post-deployment support services related thereto. The TCNs supplied by 3D will, at MVM's option, be Independent Contractors ("ICs") or direct employees to MVM and will perform as security personnel in support of MVM's Prime contract (the "Services").

The Services to be provided by 3D are described in Exhibit A.

MVM shall request 3D to recruit such TCNs, on an ongoing basis, in the number and for the duration specified by MVM in Task Orders issued to 3D from time to time. The form of such Task Order is set forth in Exhibit B hereto. The terms and conditions of the IC Agreement or Employment Agreement 3D shall offer to such TCNs will be provided with each Task Order.

B. QUALIFICATIONS OF TCNs.

1. Each TCN (i) shall not have chronic heart, lung or blood disorders; (ii) shall not have contagious infections (blood or respiratory); (iii) shall have vision correctable to 20/30 (binocular); (iv) shall not have color blindness; (v) shall not have loss of any limb; (vi) shall not have any medical condition that prevents a full range of body motion.
2. Each TCN (i) shall have a record of employment history, (ii) shall have proof of honorable military service and/or proof of honorable police service as applicable; (iii) shall have certification of training and qualifications; (iv) shall have letters of recommendation.

3. Each TCN shall not have been convicted of any felony or any misdemeanor, domestic abuse convictions, and/or substance abuse charges.
4. Each TCN (i) shall be in good health and physical condition to perform his/her duties as required; (ii) able to run 1.5 miles; (iii) perform a bench press; (iv) perform a 180 lb. dummy drag; (v) perform a shuttle run and/or stair climb.
5. MVM reserves the right to reject any and all personnel who, in its sole opinion, are not able to work according to the personnel qualifications or within the conditions of the worksite, or who are not properly vetted, experienced, and prepared for duty.
6. Records:
Original documents, forms, and certifications verifying the TCN's qualifications per this Paragraph B must be sent to MVM immediately upon their completion. The MVM Point of Contact ("POC") for receipt of such records is:

Sharon Revis
1593 Spring Hill Rd., Suite 700
Vienna, VA 22205
(703) 245-9711
RevisS@mvminc.com

3D will keep a copy of all documents in their recruitment files.

The required records for each TCN, in addition to those created verifying such TCN's qualifications per Paragraph B hereof, must include the following:

- Executed Independent Contractor Agreement or Employment Agreement between TCN and MVM; 3D will oversee the execution of said document before the individual is deployed. MVM will provide 3D with the relevant IC Agreement and/or Employment Offer.
 - Resume
 - Letters of Recommendation
 - Proof on honorable military and/or police service
 - Certification of training and qualifications
 - Completed emergency contact form
 - Blood type
 - Results of the Criminal Background check
 - Results of the Medical Exam
 - Results of the PT Test
7. In addition to the qualifications set forth in this Paragraph B, each TCN shall meet the qualifications of the position for which he/she is applying, which qualifications and positions are set forth in Exhibit C hereto.
 8. 3D shall certify to MVM that each TCN meets each of the qualifications set forth in this Paragraph B.

C. PROCEDURE.

1. 3D shall provide to MVM all documents verifying each TCN's qualifications and required in Paragraph B of this Agreement.
2. 3D shall provide to MVM a signed IC Agreement or Employment Agreement for each TCN, executed pre-deployment, as required in Exhibit A.

D. FEES FOR SERVICES.

1. On the condition that 3D fully and faithfully performs the Services, MVM shall pay 3D fees in the amounts and types shown in Exhibit D.
For pre-deployment services:

- MVM will pay the specified per person fee for each fully qualified TCN who signs an IC Agreement or Employment Agreement with MVM and deploys to the worksite.
- 3D will invoice MVM once deployment has occurred.

For post-deployment services:

- MVM will pay the specified monthly fee for each TCN supplied by 3D who is deployed to the worksite in a given calendar month. For administrative convenience, if a TCN is on duty at the worksite for 15 days or less in a given calendar month, this will not count toward the fee calculation. If a TCN is on duty at the worksite for 16 days or more in a given calendar month, this will count toward the fee calculation.
- 3D will invoice monthly

2. MVM shall pay approved invoices within thirty days of receipt.

E. INDEPENDENT CONTRACTOR.

3D is retained as an independent contractor solely to provide the Services. No agency is created by the terms of this Agreement and 3D shall not hold itself out to others to be an agent of MVM. 3D shall not have the power to execute any document or agreement on behalf of MVM or to otherwise bind MVM in any respect.

F. TERM OF AGREEMENT

The term of this Agreement shall commence on the date hereof and shall continue until terminated. Either party may terminate this Agreement immediately by written notice to the other party in the event of a material breach of this Agreement by such other party. MVM may terminate this Agreement immediately by written notice to 3D in the event MVM's Prime contract is terminated. Either party may terminate this Agreement by providing thirty days written notice to the other party.

G. NON-EXCLUSIVE ARRANGEMENT

During the term of this Agreement, 3D shall not accept assignments from other clients if such assignments would interfere with the performance by 3D of the Services required hereby.

H. CONFIDENTIAL BUSINESS INFORMATION

3D agrees that it will hold in confidence all information provided to 3D by MVM (including the terms of this Agreement) concerning MVM's business including, but not limited to, MVM's contracts, personnel and operations (the "Confidential Business Information"). 3D agrees not to disclose such Confidential Business Information to any person without MVM's consent. 3D agrees that it will not use any Confidential Business Information for any reason other than for the performance of the Services. 3D's obligation under this Paragraph H shall survive for three years after the termination of this Agreement.

I. NOTICES

Any notices required to be given hereunder shall be given in writing and delivered to a party in person or at such party's address (or facsimile number) stated below or to such other address (or facsimile number) as such party shall advise the other party in writing, and will be deemed received when tendered in person or when sent by facsimile or by certified mail:

MVM, Inc.
1593 Spring Hill Road
Vienna, VA 22182
Attention: Clyde Slick
Facsimile: (703) 827-0780

3D Global Solutions, Inc.
12898 Pontell Place
Westfield, Indiana 46074
Attention: Mike Dodd

J. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts laws.

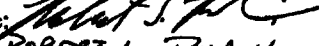
The exhibits to this Agreement are incorporated herein by this reference.

This Agreement supersedes all prior arrangements and understandings between the parties in respect of the subject matter hereof and constitutes the entire agreement between the parties in respect of such subject matter.

This Agreement may be executed in counterparts, each executed counterpart constituting an original but all together only one Agreement.

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

MVM, INC.

Signature: 
Name: ROBERT L. RUBIN
Title: SVP

3D GLOBAL SOLUTIONS INC.

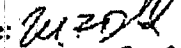
Signature: 
Name: Mike Dodd
Title: CEO

EXHIBIT A

RECRUITING AND SUPPORT FUNCTIONS TO BE PERFORMED BY 3D

PRE-DEPLOYMENT:

1. Recruit Candidates

- Recruit
- Resume preparation per Prime Proposal and Contract
- Vet per Prime Proposal and Contract; at a minimum:
 - Resume Review will include verification of employment history, proof of honorable military service and/or proof of honorable police service. Certification of training and qualifications, and letters of recommendation.
 - Background Checks will include investigations conducted through the police agencies of the candidates' country of origin or INTERPOL to verify the candidate has no prior felony convictions, domestic abuse convictions, and/or substance abuse convictions. In the case of TCNs from Peru, 3D must perform these Background Checks through the Department of Counterterrorism of Peru (DECOTE) and the Peruvian National Police records (Policia Nacional del Peru PNP).
 - Medical Exams will be performed by a licensed physician in the TCN's country of origin. If any of the following conditions are discovered the candidate will be disqualified: chronic heart, lung or blood disorders; contagious infections (blood or respiratory); vision uncorrectable to 20/30 (binocular); color blindness; loss of any limb; and medical condition that prevents a full range of body motion. Blood type will be identified.
 - Physical Fitness Test will establish that each candidate is in good physical condition and can perform the following strenuous activities: 1.5 mile run, bench press, 180 lb. dummy drag, shuttle run and/or stair climb.

2. Contractual Requirements

- Any additional requirements per Prime Contract as relate to the Services
- Provide all additional required vetting and personnel records to MYM per Prime Contract

3. Deployment Readiness

- Establish bank accounts for each TCN
- Ensure each candidate has a valid passport (if necessary)
- Assist with necessary visas (as necessary)
- All pre-deployment contact with TCN employees/ICs

- Obtain executed employment offer letter/IC Agreement for each TCN (MVM shall provide necessary documents to 3D)
- Send all required original records to MVM Records Point of Contact
- Orientation meetings (as requested, MVM will attend)
- Assist with travel plans to worksite as necessary
- Travel arrangements to airport
- Supervise movement
- Hold formation at airport
- Supervision from deployment site to worksite (Senior Guards assigned to supervise travel movement)
- Assist/advise MVM on any matters related to smooth deployment

POST-DEPLOYMENT:

4. Family Support After Deployment

- "Hot Line" for guards and families
- Attorney readily available from TCNs' country of origin
- Access to Guard bank accounts
- "Walk in hours" at local office
- Private e-mail account
- Internet kiosk available
- Status emails to families
- Dedicated website for guards
- Facilitate sending of care packages
- Host monthly luncheon
- Casualty notification

EXHIBIT B

SAMPLE TASK ORDER

In accordance with the Agreement for Recruiting Services dated _____, 2005 by and between MVM and 3D, MVM hereby instructs 3D to recruit TCNs to fill the security personnel positions listed Below:

<u>Number of TCNs</u>	<u>Type of Position to be Filled</u>
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Additional Qualifications per the Proposal and Prime Contract:

Additional Contractual Requirements per the Prime Contract:

TCNs covered by this Task Order shall report to _____ no later than _____ for deployment to _____

All of the requirements in Paragraph B of the Agreement for Recruiting Services must be met. A copy of the employment offer letter or independent Contractor Agreement for these positions is attached.

AGREED:

MVM, INC.

Signature:
Name:
Title:
Date:

3D GLOBAL SOLUTIONS INC.

Signature:
Name:
Title:
Date:

EXHIBIT C

TCN POSITIONS AND QUALIFICATIONS

Senior Guard II

- Must have military and/or police and/or relevant security experience
- Must have some leadership experience in the military and/or police and/or security field

Guard

- Must have military and/or police and/or relevant security experience