

Telephone: (702) 385-4202

**BRADLEY & MERRELL**  
c/o Jones, Jones, Close & Brown  
300 South Fourth Street, Seventh Floor  
Las Vegas, Nevada 89101-6026

Fax: (702) 385-1655

July 30, 1993

Dr. Arnold Schechter  
88 Aldridge Avenue  
Binghamton, New York 13903

Re: Nevada Power Company v. Monsanto Company, et al.  
USDC, District of Nevada Case CV-S-89-555-LDG (LRL)

Dear Dr. Schechter:

Under cover of this letter, please find a new Retainer Agreement for you to execute. I am sorry that the first never made it to our office. Thank you for letting me know that it should have arrived.

This morning I spoke with the paralegal at Nevada Power, and she will check on the status of your Retainer check.

Sincerely,

BRADLEY & MERRELL



ROBERTA J. STRAUB

rjs:bms  
cc: TNB  
J.H. Kim  
M.T. Gallagher

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NEVADA POWER COMPANY v. MONSANTO COMPANY, ET AL.  
CONSULTING AGREEMENT

This agreement is by and between Nevada Power Company ("Nevada Power") and Dr. Arnold Schecter. It concerns the matter of Nevada Power Company v. Monsanto Company, et al., USDC, District of Nevada, Case CV-S-89-555-LDG-LRL.

Nevada Power desires to retain the services of Dr. Schecter as an expert in the bioaccumulation of PCBs, dioxins and dibenzofurans in human tissues in the United States and internationally.

Therefore, it is agreed to by the parties that:

1. Consulting Services

Dr. Schecter agrees to provide consulting and other services regarding the science of exposure to PCBs, dioxins and dibenzofurans, and to provide all services which are incidental to and in conjunction with this field.

2. Independent Status

Nothing in this Agreement shall be considered to create the relationship of employer and employee between Nevada Power and Dr. Arnold Schecter. Dr. Schecter at all times shall be deemed an independent contractor.

3. Fee Schedule

Nevada Power agrees to pay Dr. Arnold Schecter in accordance with the following fee schedule:

- |    |                                                                               |             |
|----|-------------------------------------------------------------------------------|-------------|
| a. | Retainer fee equal to an advance payment of two days' work                    | \$4,400     |
| b. | All non-deposition or non-trial time spent in preparation for this litigation | \$2,200/day |

This includes research, review and analysis of relevant material regarding scientific matters, personal or telephonic conferences and consultation and/or preparation of reports.

- |    |                      |             |
|----|----------------------|-------------|
| c. | Deposition testimony | \$2,600/day |
|----|----------------------|-------------|

- d. Trial testimony \$3,200/day

For all fees covering a per day amount, a "day" shall consist of any consecutive 8-hour period.

- e. Travel expenses incurred To be billed separately for reimbursement or arranged by Nevada Power

This covers expenses generated in long distance travelling to or from sites for meetings, conferences, depositions, hearings or trial. All air travel will be by regular coach class unless no other accommodations are available.

- f. Office expenses To be billed separately to Nevada Power

The above fee schedule shall not be changed or amended without the written agreement of both parties.

4. Dr. Schechter will send a monthly billing statement reflecting all services, fees and expenses.

5. If in any one month you expect to charge Nevada Power \$5,000 or more, you must submit an itemized estimate of the charges in writing for prior approval by Nevada Power.

6. Due to the size and nature of this litigation, if for any reason Dr. Schechter is not able to continue as a consultant on this case, he must give Nevada Power Company at least thirty (30) days notice. The notice shall be in writing and sent via certified mail to:

Paul E. Merrell, Esq.  
300 S. Fourth St., 7th Floor  
700 Bank of America Plaza  
Las Vegas, Nevada 89101-6026

7. It is understood that Arnold Schechter, M.D., M.P. will undertake efforts on behalf of Nevada Power only as requested.

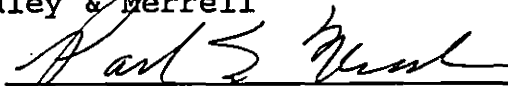
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8. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any amendment or modification must be in writing and signed by each party.

9. This agreement is hereby signed and executed by:

Nevada Power Company by and through its attorneys,  
Bradley & Merrell

By:

  
Paul E. Merrell, Esq.

Date:

7/30/93

Dr. Arnold Schecter, M.D., M.P.H.

By:

Dr. Arnold Schecter, M.D., M.P.H.

Date: