

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

Mr. Revelle Taylor
6600 West Charleston Boulevard
Las Vegas, Nevada 89102

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

Dear Mr. Taylor:

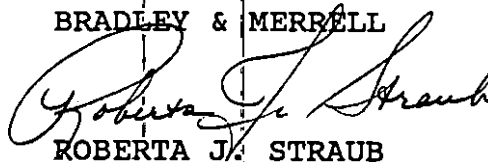
Under cover of this letter, please find a new copy of your Retainer Agreement for the above-captioned case. The new Agreement reflects your requirement of a \$5,000 retainer. If you would please review and sign it, I would appreciate it. If there are any problems, please let me know as soon as possible.

As I stated on the telephone, the expert disclosure in this case is not scheduled to take place until August 20, 1993, and depositions of Nevada Power's experts will not begin until August 20, and they will continue until October 1, 1993. If you would please let us know what dates from those times are best for you, we can try to relay that information to the defendants.

Your check for your retainer should be arriving directly from Nevada Power Company under separate cover.

Sincerely,

BRADLEY & MERRELL



ROBERTA J. STRAUB

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

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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 Mr. Revelle Taylor, CPA. 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 Mr. Taylor as an expert in the area of Nevada Power's estimation of damages suffered as a result of the defendants' fraudulent concealment and failure to warn. In addition, Mr. Taylor's expertise is sought in reference to an estimation of the defendants' ability to pay punitive damages through an analysis of their financial statements.

Therefore, it is agreed to by the parties that:

1. Consulting Services

Mr. Taylor agrees to provide consulting and other services regarding accepted accounting practices in Nevada Power's estimation of damages, and the ability of the defendants to pay punitive damages. He also agrees to provide all services which are incidental to and in conjunction with these areas.

2. Independent Status

Nothing in this Agreement shall be considered as creating the relationship of employer and employee between Nevada Power and Mr. Revelle Taylor. Mr. Taylor at all times shall be deemed an independent contractor.

3. Fee Schedule

Nevada Power agrees to pay Mr. Taylor in accordance with the following fee schedule:

- | | | |
|----|---|-----------|
| a. | Retainer Fee | \$5,000 |
| a. | All non-deposition or non-trial time spent in preparation for this litigation after retainer depleted | \$125/hr. |

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Non- deposition or non- trial time includes research, review and analysis of relevant material regarding accounting matters, personal or telephonic conferences and consultation and/or preparation of reports.

- b. Deposition/trial testimony \$150/hr.
- c. Staff support \$80-100/hr.

This covers the fees of a supervisory-level CPA to assist Mr. Taylor in the preparation of materials for this case.

- d. Office expenses To be billed separately to Nevada Power
- 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 unless no other accomodations are available.

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

4. Mr. Taylor will send a monthly billing statement reflecting all services, fees and expenses.

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

6. Due to the size and nature of this litigation, if for any reason Mr. Taylor 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:

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

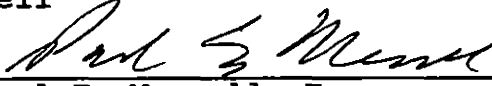
7. It is understood that Mr. Revelle Taylor will undertake efforts on behalf of Nevada Power only as requested.

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

Mr. Revelle Taylor, CPA

By:

Revelle Taylor

Date: