

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

This agreement is by and between Nevada Power Company ("Nevada Power") and Professor Manning Gilbert Warren III. 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 Professor Warren as an expert on the conduct of Monsanto, Westinghouse and General Electric regarding relations with their customers from 1930 to 1988 in the matter of Polychlorinated Biphenyls. Nevada Power wishes to have Professor Warren testify on whether the defendants met the proper standard for ethical business conduct.

Therefore, it is agreed to by the parties that:

1. Consulting Services

Professor Warren agrees to provide consulting and other services regarding the ethics of the defendants and to provide all services which are incidental to and in conjunction with this field.

2. Independent Status

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

3. Fee Schedule

Nevada Power agrees to pay Professor Warren in accordance with the following fee schedule:

- | | | |
|----|--|------------|
| a. | All non-deposition or
non-trial time spent
in preparation for this
litigation | \$175/hour |
|----|--|------------|

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

b. Deposition Testimony \$250/hour

This covers time spent in deposition testifying on behalf of Nevada Power.

c. Trial Testimony \$250/hour

This covers time spent in trial testifying on behalf of Nevada Power.

d. 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.

e. Office Expenses To be billed separately to Nevada Power on a monthly basis

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

4. Professor Warren will send a monthly billing statement reflecting all services, fees and expenses.

5. If in any one month Professor Warren expects to charge Nevada Power \$5,000 or more, he 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 Professor Warren 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:

Manning Gilbert Warren, III
July 13, 1993
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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 Professor Warren 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
Paul E. Merrell, Esq.

Date: 7/21/93

Professor Manning Gilbert Warren III

By: Manning G. Warren III by Rita Clayton
Professor Manning Gilbert Warren III

Date: 7/28/93