

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 21, 1993

Dr. Arnold Schechter, Jr.  
State University, New York  
Health Science Center  
P.O. Box 1000  
531 Gate Road  
Vestal, New York 13850

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

Dear Dr. Schechter:

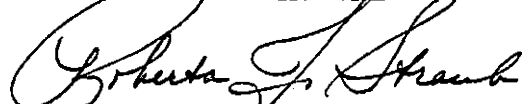
I am very pleased to respond to your agreemtn to testify as an expert for Nevada Power Company in the matter referenced above. Enclosed you will find a consulting agreement made out to you. Your check for your retainer will arrive directly from Nevada Power Company under separate cover.

In the meantime, please review this agreement, and if the terms are correct, sign it and return it to me. I appreciate your help in trying to identify a toxicologist to work with us since Drs. Peterson and Teitelbaum are not available. Paul Merrell spoke with a gentleman by the name of Marc Lappe, and has retained him.

You will receive further contact from another firm, Fisher, Gallagher & Lewis about this litigation, but if you have any questions, please do not hesitate to call me at (702)386-3369.

Sincerely,

BRADLEY & MERRELL



ROBERTA J. STRAUB

rjs:dd  
cc: Michael Gallagher, Esq.  
John Kim, Esq.  
TNB

Enclosure  
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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 Schechter. 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. Schechter 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. Schechter 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 Schechter. Dr. Schechter at all times shall be deemed an independent contractor.

3. Fee Schedule

Nevada Power agrees to pay Dr. Arnold Schechter 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 |
|----|----------------------|-------------|

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- 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

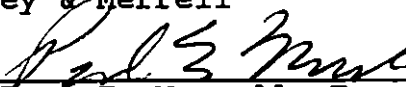
7. It is understood that Arnold Schechter, M.D., M.P. will undertake efforts on behalf of Nevada Power only as requested.

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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: 7/21/93

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

By: \_\_\_\_\_  
Dr. Arnold Schecter, M.D., M.P.H.

Date: \_\_\_\_\_