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MESSAGE FROM XEROX 7024: (702) 385-1655

DATE: July 21, 1993.

TO: John Tatlock, Esq.

FAX #: (303) 291-3334

PHONE #: (303) 291-3000

FROM: Paul E. Merrell, Esq.

CLIENT/MATTER: Nevada Power v. Monsanto, et al.

CLIENT/MATTER NO.: 11927.2

DOCUMENT(S) DESCRIPTION: Draft Exhibit "A"

NUMBER OF PAGES (including cover page): Five (5)

MESSAGE:

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MESSAGE FROM XEROX 7024: (702) 385-1885

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TRANSMISSION REPORT

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DRAFT

EXHIBIT A

The person or persons most knowledgeable to testify concerning:

1. Any oral or written representation or statement by or on behalf of Monsanto of which Nevada Power had knowledge at or before it purchased or acquired any of the electrical equipment for which it seeks damages in this case, or any of the PCB fluids in or for any of its electrical equipment.

Nevada Power Company stipulates that it has no present knowledge of any such representations or statements made directly to Nevada Power or its officials, except certain photographs depicting drums of Monsanto PCB products. By so stipulating, Nevada Power does not concede that its purchases of products containing PCBs were not influenced by other parties or non-parties to whom Monsanto made representations or statements or that Monsanto was not under a duty to warn Nevada Power or the hazards of PCBs. Monsanto reserves the right to reject this stipulation.

2. Any oral or written representation or statement by or on behalf of Monsanto that Nevada Power relied upon in purchasing or acquiring any of the electrical equipment for which it seeks damages in this case, or any of the PCB fluids in or for any of its electrical equipment.

Nevada Power Company stipulates that it has no present knowledge of any such representations or statements made directly to Nevada Power or its officials, except certain photographs depicting drums of Monsanto PCB products. By so stipulating, Nevada Power does not concede that its purchases of products

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containing PCBs were not influenced by other parties or non-parties to whom Monsanto made representations or statements or that Monsanto was not under a duty to warn Nevada Power or the hazards of PCBs. Monsanto reserves the right to reject this stipulation.

3. Other than those oral or written representations or statements already called for by Paragraphs 1 and 2 herein, any oral or written representation or statement by or on behalf of Monsanto that Nevada Power alleges caused any of its other damages in this case.

Nevada Power Company stipulates that it has no present knowledge of any such representations or statements other than those Monsanto documents which Nevada Power contends were the triggering event for accrual of its causes of action. By so stipulating, Nevada Power does not concede that its damages were not caused by Monsanto oral or written representations to other parties upon whom Nevada Power relied.

4. With regard to each such oral representation or statement described in Paragraphs 1-3 herein:

the date(s), location(s) and other circumstances of such statement;

the identify(ies) of the person(s) who received, heard, and/or relied upon the statement;

the identity(ies) of the person(s) who made the statement;

the full context of such statement;

any followup by Nevada Power to such statement;

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Nevada Power's knowledge or information concerning any other statement by Monsanto relating to the topic or subject matter of such statement;

each item of equipment allegedly purchased or acquired by Nevada Power in reliance on the statement, and for each such item, a complete explanation of how Nevada Power relied on the statement in purchasing or acquiring it;

each other item of damage Nevada Power contends it suffered in reliance on the alleged statement, and for each such other item of damage, a complete explanation of how Nevada Power relied on the statement in allegedly suffering the damage;

all documents relating to the alleged statement;

all documents relating to or showing Nevada Power's reliance on the alleged statement; and

all persons who have any knowledge concerning the alleged statement and any reliance thereon by Nevada Power.

4. With regard to each written representation or statement described in response to Paragraphs 1-3 hereto:

the publication or other written communication or document containing the statement;

the date(s), location(s), means, method and other circumstances concerning Nevada Power's receipt or knowledge of such statement;

the identity(ies) of the person(s) who made the statement;

the full context of such statement;

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any followup by Nevada Power to such statement;

Nevada Power's knowledge or information concerning any other statement by Monsanto relating to the topic or subject matter of such statement;

each item of equipment allegedly purchased or acquired by Nevada Power in reliance on the statement and for each such item, a complete explanation of how Nevada Power relied on the statement in purchasing or acquiring it;

each other item of damage Nevada Power contends it suffered in reliance on the alleged statement, and for each such other item, a complete explanation of how Nevada Power relied on the statement in allegedly suffering the damage;

all documents relating to the alleged statement; all documents relating to or showing Nevada Power's reliance on the alleged statement; and

all persons who have any knowledge concerning the alleged statement and any reliance thereon by Nevada Power.