

# Exhibit 12

EXHIBIT 12 to  
*PETITION TO SET ASIDE ACCOUNTINGS*

THOMAS A. COOKE  
BRUCE D. ROBERTS  
DAVID J. REESE

COOKE, ROBERTS AND REESE, LTD.  
ATTORNEYS AND COUNSELORS AT LAW  
421 COURT STREET  
P. O. BOX 2229  
RENO, NEVADA  
89505

AREA CODE 702  
TEL. 329-1766

September 1, 1983

TO: Mr. Harold P. Dayton  
Mr. Richard B. Rowley  
Mr. James L. Murphy, Trustees

RE: The Lear Family Trust B

Dear Sirs:

On August 29, 1983, you asked us to act as attorneys for the Trustees of the above-named Trust. This letter is a retainer agreement, and if you find it acceptable, we would ask that you countersign a copy of this letter and return the same to our office.

1. It is agreed that the Trustees shall pay our firm a retainer fee of \$1500.00 a month, commencing on September 1, 1983, subject to approval by the Second Judicial District Court of the State of Nevada, in and for the County of Washoe.

2. This retainer shall cover routine legal work in connection with annual accountings, pursuant to NRS 165.030 through 165.120, legal advice requested by the Trustees in connection with the administration of said trust, office conferences, drawing of routine business documents such as deeds and the like, necessary in the ordinary course of the administration of said trust, but shall not include costs.

3. This retainer shall not include preparation and trial of contested and/or litigated matters in court or before proceedings that may be required from time to time. In such cases, we cannot usually determine in advance the amount that may be required. However, any extraordinary matters will be discussed with you in advance so that you may have some estimate of the amount that might be involved before making any commitment.

4. We are not aware of any firm clients or matters which would pose a conflict of interest situation, but should we become aware of any such situation, we will of course terminate our services in any such matter that would conflict with our obligations to you herein, and we will accept no new cases or matters that would conflict with our duty to you as expressed in this agreement.

EXHIBIT A - 1

