INVESTMENT POLICY SUMMARY

Quality Electric, Inc.
2nd Quarter 2000

Investment Guidelines Dated: July 5, 1996

Guideline Requirements		
Allowable Assets	Maximum Exposure	Portfolio as of 6/30/2000
• Collateralized Notes	100%	98.1%
• Cash and equivalents	Minimized	1.9%
Account Restrictions		
• Maximum single issuer holding (excluding U.S. govt., cash management obligations and collateralized notes)	10% at market value	In compliance

Exhibit 6A
Page 1 of 19

779-88

PITAL
CONSULTANTS

Capital Consultants LLC

QUALITY ELECTRIC, INC.
Capital Consultants Account 779.88
Prudential Securities Account BAS-850229-50

ACKNOWLEDGMENT AND AUTHORIZATION

QUALITY ELECTRIC, INC. hereby acknowledges receipt of the foregoing written notice from Capital Consultants LLC. By signing below QUALITY ELECTRIC, INC. authorizes Capital Consultants LLC to change the custodian of the above-named Investment Advisory account from Prudential Securities, Inc. to First Security Bank, and to take any action as may be necessary to effect said transfer.

Dated this 22 day of July, 1999.

QUALITY ELECTRIC, INC.

By: Kenneth E. Hall

By: Paula King

Capital Center
2300 SW First Avenue
Portland, Oregon 97201
(503) 241-1200
Fax (503) 241-0207

Exhibit 6A
Page 2 of 19

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CAPITAL CONSULTANTS

Capital Consultants, Inc.
Investment Advisory Fees

Private Investments
Annual Fees

• Cash Management	0.50%
• Real Estate Equities	1.00%
• Real Estate Conventional 1st Mortgages	1.00%
• Real Estate Subordinate Mortgages	1.00%
• Real Estate Construction Loans	1.50%
• Real Estate Participating 1st Mortgages	2.00%
• Real Estate Participating Subordinate	2.00%
Mortgages	2.00%
• Private Debt (non-real estate)	2.00%
• Private Equities	
• Collateralized Notes/Receivable Financing:	1.00%
- Asset Management fee, *plus*;	2.00%
- Underwriting and Loan Servicing fee	

Clients may pay correspondingly higher advisory fees as a result of registrant's practices with regard to appraised values of real estate assets.
All fees are billed quarterly in advance and are computed based upon the Total Market Value of assets in the account.

Received and Accepted **Quality Electric, Inc.**

Dated: ____________ **By:** ____________
Authorized Signer Name and Title

Dated: 4/10/97 **By:** Pala King, vice pres.
Authorized Signer name and Title

Please keep our investments in collateralized Notes
We do not want to make any changes at this point. Thank you, Paula King

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Exhibit 6A
Page 3 of 19

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INVESTMENT ADVISORY AGREEMENT

The undersigned, **QUALITY ELECTRIC, INC.**, hereinafter called the "Client," authorizes and instructs **CAPITAL CONSULTANTS, INC.**, hereinafter called the "Manager," to proceed with the investment management of those securities and funds placed by the Client now or subsequently in a custody account in the Client's name with **PRUDENTIAL SECURITIES, INC.** or with such other custodian or successor thereto of which the Manager is notified in writing by the Client, hereinafter called the "Custodian."

The following terms shall govern the relationships between the Client and the Manager and, to the extent applicable, shall constitute authorization to the Custodian in respect to the Client's account with the Custodian and control the manner in which that account shall operate.

1. The Manager, as it deems advisable, shall cause securities to be bought and sold and shall cause all other functions necessary for investment management to be performed for the account.

2. The Manager shall notify the Client or the Custodian by mail of any transactions executed for the Client and the Custodian shall render monthly statements of all transactions for the account. The Manager shall, at calendar quarterly intervals, make an appraisal of the account at market value (including cash or its equivalent) and shall forward a copy thereof to the Client.

3. The entire compensation of the Manager shall be paid quarterly in advance and calculated and paid in accordance with the attached Schedule of Fees which is attached hereto as Exhibit "A," which may be amended from time to time by the Manager and the Client upon written agreement. If the Manager directly services mortgage investments, it shall be at no cost to the Client.

4. The Client shall pay the Manager's fee upon presentation of the Manager's fee bill. All brokerage commissions or expenses arising from transactions in the account shall be a charge against the Client's assets.

5. The Manager shall make no profit on any securities transaction executed for the account. It is acknowledged that the Manager invests monies for similar clients. The Manager shall allocate investment opportunities among all accounts having similar objectives to the extent practicable over a period of time on a fair and equitable basis. The Manager may bunch orders for the same security for the account and other accounts and may charge the account with the average price of executing all bunched orders.

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Exhibit 6A
Page 4 of 19 779.88

6. The Manager shall issue all necessary instructions to the Custodian for the account. All instructions by the Manager to the Custodian shall be in writing and all acts performed by the Custodian upon written instructions from the Manager shall be for the account and risk of the Client. Instructions to the Custodian pertaining to acts other than those herein authorized must be approved by the Client in writing.

7. The Manager is authorized to place brokerage transactions for the account with broker/dealers who provide supplemental research and statistical materials or quotation materials to the Manager and to pay commissions which are reasonable in relation to the value of the brokerage and other services so provided viewed in terms of either that particular transaction or the Manager's overall responsibilities with respect to all accounts of the Manager.

8. The Custodian is authorized to carry out all instructions of the Manager pertaining to purchases and sales of securities and all other functions necessary to the management of the account, including acts necessary to the carrying of securities in the name of the Custodian and acts relating to the delivery of securities or funds to the Client or to the Client's order. Unless directed otherwise by the Manager or the Client, the Custodian is further authorized but not required to execute all proxies by signing the Client's name and voting such proxies in such manner as the Custodian shall in its absolute discretion determine.

9. The Custodian shall complete transactions for the account by delivering securities to any party acceptable to the Custodian against payment or against receipt to be held pending completion of the transaction, and by paying funds to any party acceptable to the Custodian against delivery of securities or against a receipt to be held pending delivery.

10. The provisions hereof, insofar as they relate to relationships between the Client and the Custodian, may be subject to a written supplementary agreement between the Client and the Custodian, no term of which, however, may be contrary to the provisions hereof.

11. The Manager represents to the Client that the Manager is registered as an investment adviser under the Investment Advisers Act of 1940 and, if the Client is an "employee benefit plan" as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that:

(a) The Manager is a fiduciary with respect to that plan; and
(b) The Manager is bonded for the protection of the portfolio in conformance with the applicable requirements of ERISA Section 412.

12. No assignment of this agreement shall be made by the Manager without the written consent of the Client and the Custodian.

13. This agreement shall remain in effect until terminated by thirty (30) days written notice from either party to the other, and the relationship between the Client and the Custodian may be terminated by written notice to the Custodian either from the Client or from the Manager at the direction of the Client. No such termination shall affect commitments actually made for the account by the Manager or by the Custodian prior to such notice. Upon termination of the arrangement between the Custodian and the Client, all securities and funds in the account shall be delivered to the Client or to its order.

14. The Manager shall perform its duties hereunder consistent with the prudence, diversification, and other requirements of ERISA. The Manager shall discharge its duties hereunder with respect to the Client solely in the interest of the Client and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Manager shall diversify the investments of the Client under its management so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

15. The Manager shall have no duty, responsibility, or liability whatever with respect to any of the Client's property not constituting a portion of the portfolio. The Manager shall not be liable to the Client for any act of or breach of duty by the Custodian, except to the extent Manager violates its co-fiduciary duties under ERISA.

16. The Client acknowledges receipt of a copy of Capital Consultants, Inc.'s Form ADV, Part II (disclosure statement) or its informational equivalent and may terminate this agreement without penalty within five (5) business days of the agreement date.

17. Attached hereto and made a part of this agreement are Exhibit "B" (Investment Criteria and Confidentiality), and Exhibit "C" (Trading Authorization and Limited Power of Attorney).

18. All the books and records of the Manager with respect to the Client shall be open to examination, investigation, and audit during usual business hours by the Client and its agents who are duly authorized in a writing delivered to the Manager.

19. In case suit or action is instituted by any party against another, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees and costs in such suit or action, including any appeal taken from a decree or judgment rendered therein.

20. This agreement may be amended only by written instrument, signed by both of the parties hereto.

21. This agreement shall be construed and interpreted in accordance with the laws of the state of Idaho.

MANAGER:	**CLIENT:**
CAPITAL CONSULTANTS, INC.	**QUALITY ELECTRIC, INC.**
By: Gregory J. Houser	By: Kenneth E. Holtz
Gregory J. Houser, President	Kenneth E. Holtz, President
DATED: July 2, 1996	DATED: 7-5, 1996

Exhibit 6A
Page 6 of 19 779.88

CLIENT: QUALITY ELECTRIC, INC.

EXHIBIT "A"

SCHEDULE OF FEES

Fees are payable in advance, and are based on the fair market value of the assets under Capital Consultants, Inc.'s management appraised as of the last business day of the prior calendar quarter as follows:

Collateralized Notes/Receivables Financing:	
Insured/Uninsured Asset Management Fee	1.00%
Underwriting and Loan Servicing for loans that have Credit Insurance and/or Cash Collateral	2.00%

The fee schedule is expressed in terms of annual rates. One-fourth of the pertinent rate will be billed at the beginning of each quarter. Billings are due and payable upon receipt. If this agreement terminates during a quarter, a pro rata adjustment of the fee shall be made to reduce the fee proportionately to the part of the quarter elapsed before the termination.

Private placements or other securities with respect to which there is no active trading market shall be valued at cost for purposes of computing the fee, unless the market value can be determined by an independent third party transaction or appraisal.

CLIENT: QUALITY ELECTRIC, INC.

EXHIBIT "B"

INVESTMENT CRITERIA AND CONFIDENTIALITY

The Manager shall have the authority to invest assets of Client in Insured Collateralized Notes Program described in the attached Collateralized Note Program, wherein Capital Consultants, Inc. lends money to a commercial borrower and the borrower collateralizes the loan with the payables from the borrower's customers.

The obligation to pay is covered by either credit insurance[1] from a qualified credit insurance company or a surety bond or cash reserve in escrow for at least 15% of the amount of the loan. No insurance is required in the event the payor is a government agency.

For cash placed in the custodial account pending investment or reinvestment, Manager shall have authority to direct the investment of such cash in short term money market instruments.

Unless the Manager obtains written authorization from the Client, the Manager shall not disclose, in any way, to any other person, firm, or organization, the Client's name or identity as a customer of the Manager; and the Manager shall not disclose to any other person (whether related or not), or to any firm or organization, any information of or from the Client's account' except that the Manager may disclose information about or from the Client's account to the extent required by governmental authority, and to a person or persons designated in writing by the Client to receive the information from the Manager.

Investments shall be made in accordance with the terms of the Investment Policy Guidelines attached hereto and incorporated herein as "Exhibit B-1".

[1] The reduction or elimination of risk to principal through credit insurance policies is limited to the extent the insurance company or other insuring agent is able to meet its obligations and has the ability to pay the policy in full.

EXHIBIT "B-1"

STATEMENT OF INVESTMENT POLICY GUIDELINES FOR QUALITY ELECTRIC, INC.

1. STATEMENT OF OBJECTIVES.

The goal of this investment policy for **QUALITY ELECTRIC, INC.**, hereinafter referred to as the Client, is to obtain a total rate of return consistent with the objectives stated herein. The assets shall be invested prudently with due regard to the preservation of capital, diversification and liquidity requirements as stated in these guidelines. In addition, investments shall be made according to the prudent person rule and, if applicable, the fiduciary standards of ERISA and the Plan's provisions.

2. PERFORMANCE OBJECTIVE AND MEASUREMENT.

2.1. General.

(i) Measurement of performance shall be based on total rate of return utilizing current market value, and include dividends and interest accrued or received during the period and realized and unrealized appreciation.

(ii) Performance measurement shall be monitored on one full market cycle, generally lasting three to seven years in duration.

2.2. Absolute Measures of Return.

(i) The primary performance objective is to achieve a total rate of return equal to the greater of the Consumer Price Index (CPI) plus N/A% or, if applicable, the actuarial rate of return, which is N/A%. The long term integrity of the assets is dependent upon attainment of the primary performance objectives.

2.3. Relative Measures of Return.

(i) The secondary performance objective is to achieve competitive rates of return in the equity and fixed income portions of the account, as well as the total balanced account, as measured against relevant market indices and a peer manager universe.

(ii) In addition to total return, the Trustors/Client may also evaluate the method by which the Investment Manager achieved the return and the extent of risk to which the Trust/Client has been exposed.

3. DIVERSIFICATION OF INVESTMENTS

(i) The Client's investments shall be diversified between major asset classes including equity investments, fixed income and private investments as defined below. The Client shall, after consultation with the Investment Manager, agree on appropriate percentages for each investment class. The assets shall be diversified as follows:

Public Investments

- Equities
- Fixed Income

Private Investments

- Private Investments

(ii) The definitions, percentages and permitted investments for each asset class are defined below.

3.1. **Public and Private Investments Allocation.**

Public Allocation

(i) Public investments as stated in paragraphs 4.1 and 4.2 are securities registered with the Securities and Exchange Commission and provide access to the long-term appreciation and liquidity inherent in capital markets.

Percentage of Total Portfolio Up to 0%

Private Allocation

(ii) Private investments are those traditional and non-traditional investments stated in Paragraph 5 that do not participate in the capital markets and which are analyzed, placed and serviced in-house.

Percentage of Total Portfolio Up to 100%
Total Portfolio 100%

4. PUBLIC INVESTMENTS.

Percentage of Total Portfolio Up to 0%

4.1. **Equities.**

Percentage of Public Portfolio Up to 0%

(i) The primary objective of the equities portion of the portfolio is to obtain long-term capital appreciation through a diversified and actively managed stock portfolio.

(ii) The equities portion of the portfolio will generally be limited to common and preferred stock, and equity equivalents (convertible bonds, stock warrants and rights, options, American Depository receipts), but may also be invested in fixed income securities under the guidelines set forth for the cash management portfolio.

(iii) Assets in the equities portion of the portfolio shall be invested in the following programs:

4.1.(a) **Core Equities:**

This program primarily invests in larger, more stable companies exhibiting undervaluation characteristics relative to the overall market with emphasis on companies with market valuations greater than $500 million.

4.1.(b) **WestCap Equities:**

(i) This program primarily invests in smaller, faster growing companies in the Western United States (Oregon, Washington, Alaska, Idaho, Utah,) with market valuation of generally less than $500 million.

4.1.(c) <u>Allocation</u>	<u>Maximum Exposure</u>
1 - Core Equities	<u>0</u>%
2 - WestCap Equities	<u>0</u>%

4.2. **Fixed Income.**

Percentage of Public Portfolio   Up to   <u>0</u>%

4.2.(a) **Core Fixed Income:**

(i) The primary objective of the core fixed income program is to generate a positive inflation-adjusted total rate of return over a market cycle while avoiding the volatility of long-term fixed income assets. This portion of the portfolio will be diversified among intermediate and long-term fixed income assets with an average maturity of no more than ten years.

(ii) This portion of the portfolio may include U.S. Treasury obligations, U.S. Government Agency obligations, corporate bonds, asset-backed securities and mortgage-backed securities.

(iii) All bonds shall have a minimum quality rating of A and all cash management securities that are marketable shall have a minimum quality rating of A1/P1 by Moody's Investors Service or Standard & Poor's Corporation.

4.2.(b) **Cash Management:**

(i) The primary objective of the cash management portfolio is to obtain current income consistent with preservation of principal. The cash management portfolio will generally be limited to short term marketable fixed income instruments with an average maturity of eighteen months or less and may include securities issued or guaranteed by the United States Government or its agencies, certificates of deposit, Banker's Acceptances, repurchase agreements, commercial paper and other institutional money market funds.

(ii) The Investment Manager will determine the appropriate allocation to the cash management portfolio unless otherwise instructed by Client.

4.2.(c)

Allocation	Maximum Exposure
1 - Core Fixed Income	0%
2 - Cash Management	0%

5. PRIVATE INVESTMENTS

Percentage of Total Portfolio Up to 100%

Private investments constitute private investments which are not readily marketable or otherwise lack liquidity. The primary objective of these investments vary from high to current income to aggressive capital appreciation dependent upon the original characteristics of the investment. Prudent diversification is required to minimize risk of loss of capital. Private investments consist of:

5.1. **Private Investments:**

5.1.(a) **Commercial Real Estate Mortgages.**

(i) Commercial real estate mortgages consist of a debt instrument (promissory note) secured by a first deed of trust/mortgage for permanent loans on commercial real property, which conform to the guidelines stated in Appendix "A."

5.1.(b) **Equity Participation First Mortgages.**

(i) Equity participation first mortgages consist of commercial mortgages in which a first lien is placed on the mortgage from which the lender receives the stated coupon return, plus a negotiated percentage of equity in the income and upon sale a percentage of the equity of the real estate. The guidelines for equity participation first mortgages are outlined in Appendix "A."

5.1.(c) **Equity Participation Second Mortgages.**

(i) Equity participation second mortgages are subordinate to the first position conventional lien on the property. The equity participation second receives a coupon, plus a percentage of the project with a higher rate of return than that of the equity first lien because of the higher risk. The lender receives a coupon return, plus a percentage of income on the project, plus a percentage of equity in the project upon sale of the project. The guidelines for equity participation seconds are attached in Appendix "A."

5.1.(d) **Collateralized Note Financing.**

(i) Collateralized note financing consists of a short-term debt instrument (promissory note) secured by an assignment of the borrower's interest in monies to be paid to it by credit-worthy third party payors. Guidelines for collateralized note financing are attached as Appendix "A."

5.1.(e) **Venture Capital.**

(i) Private investments consist of investments in stock or debt of privately held or start-up companies (venture capital) at or prior to an initial public offering (IPO).

5.1.(f) **Commercial Lending**

(i) Loans to corporations or other business entities for traditional corporate lending secured by property assets and inventory of borrower.

5.2. **Allocation**	**Maximum Exposure**
1 - Commercial Real Estate Mortgages	0%
2 - Equity Participation First Mortgages	0%
3 - Equity Participation Second Mortgages	0%
4 - Collateralized Note Financing	100%
5 - Venture Capital	0%
6 - Commercial Lending	0%

6. The Client may, from time to time, modify the percentages set forth above. In each asset class there shall be a diversification among investments. However, unless otherwise agreed to with the Client, the Investment Manager shall not invest more than 10% of the assets in or with

a single issuer, except for U.S. Government, cash management obligations or insured collateralized notes.

7. The Investment Manager shall determine the diversification and actual investments within the percentages set forth above. The percentages referred to above shall be valued at cost and shall be based on the percentage under the control of the Investment Manager. However, the Client may give written authorization to the Investment Manager to maintain a higher percentage than set forth above for assets in any asset class. The Investment Manager shall consult periodically with the Client to determine the Client's liquidity requirements.

8. **COMMUNICATION.**

8.1. The Investment Manager shall report to the Client at least annually and preferably quarterly or as agreed to with the Client.

8.2. The Investment Manager shall have the responsibility, without any request from the Client, to promptly disclose to the Client any relevant information about the following:

(i) A change in the prospects for investments under the Investment Manager's control.
(ii) The necessity for change in the diversification of the assets.
(iii) Significant changes in market conditions.

8.3. The Investment Manager will recommend changes to the statement of policy guidelines and objectives at any time when it views any part of the guidelines to be at variance with overall market and economic conditions.

8.4. The Investment Manager will be expected to continually assess its own compliance with these guidelines.

8.5. To the extent that any investment includes ownership rights, such as the voting of proxies, then ownership rights shall be exercisable by the Investment Manager with respect to such investment, unless the power to exercise such investment rights has been reserved by the Client. The Investment Manager shall keep accurate written records as to the exercise of such ownership rights and shall report such actions to the Client when taken.

MANAGER:	**CLIENT:**
CAPITAL CONSULTANTS, INC.	**QUALITY ELECTRIC, INC.**
By: Gregory J. Houser (signature) Gregory J. Houser, President	By: Kenneth E. Holtz (signature) Kenneth E. Holtz, President
Date: July 2, 1996	Date: 7-5, 1996

EXHIBIT B-1

APPENDIX A
DEFINITION OF TERMS

PRIVATE INVESTMENTS

1. Commercial Real Estate Mortgages - A debt instrument (promissory note) secured by a first mortgage/deed of trust for permanent loans on real property, which shall conform to the following guidelines:

Types of Properties:	Commercial office, office/industrial, retail buildings, or marketable timber; if the building is not already built, all construction work shall be performed by signatories to a collective bargaining agreement.
Loan to Value:	Shall not exceed 80% of MAI appraisal.
Term:	1) When utilized in the Money Market Fund, it will have a maturity of no more than 2 years.
	2) When utilized in the Fixed Income Fund, it may not have a maturity of more than 10 years and each loan must have a call date or rate adjustment feature at least every 5 years.
Amortization:	Shall not exceed 30 years.
Interest Rate:	Market rate for commercial properties; rate shall be the same as used by Investment Manager for all similar mortgage loans.
Payments:	Principal and interest on a monthly basis.
Loan Fee:	To be determined at discretion of Investment Manager.

2. Equity Participation Mortgages - In addition to conventional mortgages, Capital Consultants, Inc. ("Capital") offers investors equity participation first and second lien loans on qualified projects.

These loans pay interest at or below market rates. They also pay an interest "kicker" in the form of a percentage of cash flow or, as an alternative, a percentage of gross income. The lender also receives a percentage of the equity in the property (sales price less balance of mortgages) upon the sale of the project, or at the maturity of the loan, whichever occurs first. Payments during the term of the loan would typically be monthly principal and interest on a 30 year amortization schedule for equity participation first mortgages, and monthly interest only for second lien loans.

For a first lien equity participation mortgage, the projected minimum internal rate of return (IRR) would range from 12.5% to 15.0% depending on the borrower and the project. For a second lien position, Capital's minimum IRR expectation varies between 15% and 25% depending upon the project. As an equity participant, Capital requires a premium for second position financing.

For equity participation first or second liens, total debt against the project may not exceed 85% of the MAI appraisal value. Most equity participation second liens are approximately 10% of the MAI appraised value. However, if the conventional first lien is less than 75% of the MAI appraised value, the equity participation second lien may be larger than 10%.

Based upon the project and current market factors, there may be a negotiated loan fee payable by the borrower to the Capital client at closing of approximately three-quarters of a percent (.75%) to one percent (1.0%) of the stabilized MAI appraised value of the project which rate is subject to Capital's discretion.

Capital considers any type of income-producing commercial property, including office buildings, industrial complexes, retail projects, apartments, or assisted senior housing for equity participation loans from $500,000 to $50,000,000. Capital prefers new construction or rehab projects and typically requires all contractors to be signatories to a collective bargaining agreement.

The clients of Capital interested in investing in "institutional grade" equity participation mortgage investments are: unions, corporate pension and/or profit-sharing funds, public pension funds, charitable foundations, and individuals.

Capital's real estate investments on behalf of clients have been concentrated in the Northwestern United States, specifically the states of Oregon, Washington, Idaho, and Alaska. However, its investments are not necessarily limited to these areas.

3. Collateralized Note Financing - A short-term debt instrument (promissory note) secured by an assignment of the borrower's interest in monies to be paid to it by third party payors acceptable to Capital.

Form of Loan Documentation:	All loan documentation shall be in form acceptable to Capital and counsel for lender selected by Capital.
Interest Rate:	Shall float monthly with the prime rate published in the Wall Street Journal.
Loan Fee:	None
Loan to Value:	Up to 80% of verified value of uninsured/cash collateralized qualifying receivables and up to 90% on insured qualifying receivables.

Payments: Monthly, except for those certain promissory notes which terms state that interest may accrue for specified periods.

Credit Insurance or Cash Collateral: On insured loans, credit insurance protects the borrower (and the lender) against the failure of an account debtor to pay an open invoice due to insolvency of that debtor. 100% of approved account debtors are covered by the policy. A reserve account is established at closing to hold 110% of the policy deductible. Provided by American Credit Indemnity or other acceptable credit insurer, this insurance covers all approved account debtors in the borrowing base of each borrower. The lender is named as loss payee. Credit insurance shall not be required on receivables from agencies of the State or the Federal government.

As an adjunct to the "insured" loans program, we also allow selected borrowers to over-secure contract receivables, which would not qualify for credit insurance, or to borrow against pools of loans. In such instances, we require the borrower at closing to assign to the lender cash collateral in the amount of 15% of the principal balance of the loan. The cash collateral is held until final repayment of the loan, however, if required, can be used at lenders discretion during the loan term to satisfy payment defaults while the collateral is being liquidated to retire the principal balance.

The reduction or elimination of risk to principal through credit insurance policies is limited to the extent the insurance company or other insuring agent is able to meet its obligations and has the ability to pay the policy in full.

CLIENT: QUALITY ELECTRIC, INC.

EXHIBIT "C"

TRADING AUTHORIZATION AND LIMITED POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Capital Consultants, Inc., as the undersigned's agent and attorney in fact with full power and authority for the undersigned, and in behalf of the undersigned, to buy, sell, and to trade in stock, bonds and any other securities, commodities, or other properties, issued or unissued, or on margin or otherwise, in accordance with your terms and conditions for the account and risk of the undersigned and in the name or account number of the undersigned. The undersigned hereby agrees to indemnify and hold you harmless from, and pay you promptly upon demand for, any and all losses arising therefrom or debit balance due thereon.

In all such purchases, sales, trades or transactions you are authorized to follow the instructions of Capital Consultants, Inc. in every respect concerning the undersigned's account with you; and Capital Consultants, Inc. is authorized to act for and on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales, trades or transactions as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales, trades or transactions.

The undersigned hereby ratifies and confirms any and all transactions heretofore or hereafter made by Capital Consultants, Inc. for the account of the undersigned.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreements or agreement between your firm and the undersigned.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to and actually received by you, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of your present firm and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the dates of your present firm or any successor firm.

Date: July 05, 1996.

CLIENT:

QUALITY ELECTRIC, INC.

By: Kenneth E. Holtz
Kenneth E. Holtz, President

State of Idaho)
)ss:
County of ADA)

On this 5 day of July, 1996, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Kenneth E. Holtz, President of Quality Electric, Inc., and known to me to be the identical individual who, being first duly sworn, did say that he is authorized to sign on behalf of said Company by authority of its Board of Trustees, and acknowledges this to be its voluntary act and deed.

In witness whereof I have hereunto set my and affixed my official seal the day and year last above written.

Marcy Bishop
Notary Public for Idaho
My commission expires: 12/22/98

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