



1213 Valley Street
Seattle, Washington 98109
206-628-7200
800-765-2242

**EMPLOYEE DISHONESTY BOND
(Business Indemnity)**

In consideration of an agreed premium, Contractors Bonding and Insurance Company, a corporation organized under the laws of the State of Washington and duly authorized to transact business as Surety (hereinafter called Surety), hereby agrees to indemnify

MATTHEW J. MADEOY, of
SOUND CLEANING RESOURCES (hereinafter called the Insured), against direct pecuniary loss which the Insured shall sustain or for which the Insured shall incur liability to any Customer or Subscriber of the Insured when such loss arises from any fraudulent or dishonest act, as hereinafter defined, of Employee or the Employees of the Insured acting alone or in collusion with others, as hereinafter defined, provided, however, that the aggregate amount of such indemnity that shall be paid to Insured or to any and all Customers and Subscribers on behalf of Insured shall be limited to TEN THOUSAND
Dollars (\$ 10,000).

The foregoing agreement is subject to the following conditions and limitations

Term of bond:

Section 1. The term of this bond begins on the 3RD day of FEBRUARY, 2005, and terminates at 12:00 o'clock midnight standard time at the address of the Insured on the 3RD day of FEBRUARY, 2006, unless the bond is earlier cancelled in its entirety.

Discovery:

Section 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Insured while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or cancellation of this bond of this bond as provided in Section 1 or in any riders or continuation certificates altering the term of the bond; Provided, however, that if this bond is terminated or cancelled under the provisions of Sections 9 or 10, the limitation or cessation of Surety obligation shall be as therein provided.

Definition of Employee:

Section 3. The word Employee or Employees as used herein shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Insured, if a corporation, who are not also Employees thereof in some other capacity) while in the full time permanent service of the Insured in the ordinary course of the Insured's business during the effective period of this bond, and who is/are compensated solely by the Insured by salary or wages and over whom the Insured has the right to govern and direct in the performance of such service, and who is/are engaged in such service in any of the states of the United States of America, or within the District of Columbia; but, such terms do not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same or similar general character.

Definition of Customer or Subscriber:

Section 4. A Customer or Subscriber is any person, firm, or corporation for whom Insured provides services in his, her or its business capacity.

Fraudulent or Dishonest Act:

Section 5. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE INSURED SHALL MEAN AN ACT PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH A CRIMINAL CONVICTION HAS BEEN OBTAINED.

Non-Accumulation of Liability:

Section 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period. In no event shall Surety's aggregate liability for all Fraudulent or Dishonest Acts of all Employees exceed the amount stated above, whether by reason of Fraudulent or Dishonest Act(s) of the Insured's Employee(s), interest, attorneys fees or any other reason whatsoever.

Limit of liability under this bond and any prior bond:

Section 7. In the event that any loss or losses sustained by Customer(s) or Subscriber(s), and covered under the conditions of this bond are also covered in whole or in part under other bonds or policies issued by to or for Customer or Subscriber by any person or entity, the total liability of Surety under this bond shall not exceed, in the aggregate, the lesser of (a) the amount of this bond as set forth above; or (b) that portion of the amount of this bond as set forth above, computed pro rata with the amount available to Customer under any bond or policy issued to or for Customer by any person or entity other than Surety.

Salvage:

Section 8. If the Insured shall sustain any loss or losses covered by this bond which exceed the amount or coverage provided by this bond, the Insured shall be entitled to all recoveries (except from Suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety by whomsoever made) on account of such loss or losses until Insured has been fully reimbursed for such excess, plus the actual cost of effecting the same; and any remainder and all other amounts shall be applied to the reimbursement of the Surety. The Surety's right of subrogation to the Customer(s) or Subscriber(s), rights against any Employee(s), or any other person shall not be inferior to the Customer(s) or Subscriber(s) remaining rights, if any, against such persons.

Termination as to future acts of Insured or Employee(s):

Section 9. This bond shall be deemed cancelled as to any future acts of any Employee of Insured immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee(s), of any possible fraudulent or dishonest act on the part of the Employee, or at 12:00pm Midnight standard time at the Insured's address, upon the effective date specified in a written notice mailed by Surety to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. For purposes of this Section 9, discovery shall include that time at which the Insured, in the exercise of reasonable care, should have discovered such possible fraudulent or dishonest act. For purposes of this Section 9, Insured shall include officers or partners of Insured or any Employee of Insured who has supervisory authority over other Employee(s).

Cancellation as to bond in its entirety:

Section 10. This bond shall be deemed cancelled as to any Employee or in its entirety at 12:00 midnight at the address of the Insured, upon the effective date specified in a written notice mailed by the Insured to the Surety or by the Surety to the Insured. Such date, if served by the Surety, shall be not less than thirty (30) days after the notice is deposited by the Surety by mail; provided, however, that if the effective date of cancellation listed in the notice is less than that required under the law where the Insured is located, then the effective date of cancellation shall be deemed to be automatically amended to conform to the minimum period required by such law. In the event of cancellation, Surety shall have no obligation after the effective date of cancellation except for claims made in accordance with Section 12 for Fraudulent or Dishonest Act(s) committed during the effective period of this bond.

Prior fraud, dishonesty or cancellation:

Section 11. Insured hereby warrants that neither the Insured nor any Employee has committed any fraudulent or dishonest act in the service of any Customer or Subscriber, or otherwise. In the absence of prior written agreement by Surety, Surety shall have no liability whatsoever if the Insured or any Employee(s), prior to the issuance of this bond, committed any fraudulent or dishonest act which the Insured (or any partner or officer of Insured not in collusion with

such Employee(s) had, or in the exercise of reasonable care should have had, knowledge. If prior to the issuance of this bond, any bond or insurance issued in favor of Insured or any predecessor in interest of Insured covering Insured or any Employee(s) shall have been cancelled as to Insured or said Employee(s) by reason of (a) the discovery of any fraudulent or dishonest act on the part of Insured or said Employee or (b) the giving of written notice of cancellation as to Insured or said Employee by any such surety or insurer, whether Surety or not, and if Insured or said Employee shall not have been reinstated under the coverage of any such bond or insurance, the Surety shall not be liable under this bond. For purposes of this Section 11 only, a fraudulent or dishonest act is defined as any such act punishable as a crime under the law of the jurisdiction in which the act occurred, whether or not a conviction was obtained therefor.

Loss-notice-proof-legal proceedings:

Section 12. At the earliest practical moment, and in no event more than fifteen (15) days after discovery by Insured, or within said time period after Insured should have made discovery in the exercise of reasonable care, any possible fraudulent or dishonest act on the part of any Employee, the Insured shall give Surety written notice thereof. For purposes of the discovery provisions in this Section 12, "Insured" shall include officers or partners of Insured not in collusion with the Employee in question. Within four months after such discovery, Insured shall file with Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen (15) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss.

Time limitations:

Section 13. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law or decision controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

Exclusion:

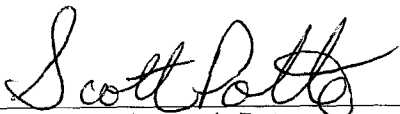
Section 14. This bond does not apply to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation. In addition, the bond does not apply to the defense of any legal proceedings brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceedings whether or not such proceedings or results would result in a loss to the Insured covered by this bond. In addition the company shall not be liable for any costs, fees and other expenses incurred by the Insured in establishing the existence or the amount of loss covered under this bond.

No Third Party Beneficiaries or Transferees

Section 15. This bond shall inure to the benefit of the named Insured only and no other person shall any have any rights under this bond. The rights of the Insured under this bond may not be transferred to any other person without the Surety's prior written consent.

Signed, Sealed and Dated:

Contractors Bonding and Insurance Company:



Attorney-in-Fact

SCOTT POTTER