

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

W.E.B. Services, L.P.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 30, 2003

2. Name and address of receiving party(ies)

Name: Centex HomeTeam Security

Internal Address:

Street Address: 2728 N. Harwood

City: Dallas State: TX Zip: 75201

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Nevada Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,173,644

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anita Nesser

Internal Address: Centex Corporation, 9th Floor

Street Address: 2728 N. Harwood

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

502400

DO NOT USE THIS SPACE

9. Signature.

Anita Nesser Name of Person Signing

Anita Nesser Signature

July 1, 2003 Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$40.00 502400 2173644

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 30, 2003, by and between W.B.E. Services, L.P., a Texas limited partnership (the "Debtor"), and Centex HomeTeam Security, a Nevada corporation (the "Secured Party"), in connection with the Secured Note (as defined herein).

PRELIMINARY STATEMENTS

A. The Debtor and the Secured Party, have entered into that certain Agreement for Purchase and Sale of Assets dated June 19, 2003 among Debtor, Secured Party, Centex Corporation and Centex Home Services Company (the "Purchase Agreement"), subject to the terms and conditions of which the Secured Party has agreed to sell substantially all of its assets to Debtor in consideration of, among other things, the Secured Note.

B. It is a condition precedent to the obligation of the Secured Party to accept the Secured Note as partial payment under the Purchase Agreement that the Debtor execute and deliver this Security Agreement.

ACCORDINGLY, in consideration of the preceding preliminary statements and the mutual covenants contained in this Agreement and the Purchase Agreement, the parties hereto, intending to be legally bound, now agree as follows:

STATEMENT OF AGREEMENT

ARTICLE 1. DEFINITIONS.

1.1 Purchase Agreement. Terms defined in the Purchase Agreement are used herein as so defined unless otherwise defined herein.

1.2 Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"Accounts": shall mean all of the Debtor's present and future "accounts" (as such term is defined in Article 9 of the UCC) and, to the extent not otherwise included herein, all present and future accounts, chattel paper, instruments and documents, together with:

- (i) all instruments and all documents of title representing any of the foregoing;
- (ii) all rights in any products or goods which any of the same may represent;
- (iii) all right, title, security and guarantee with respect to each Account (including any right of stoppage in transit), whether now owned or hereafter acquired by the Debtor or hereafter arising in favor of the Debtor; and

(iv) all of the rights, titles and interests of the Debtor in and to all books and records relating in whole or in part to any of the foregoing.

"Additions": shall mean all additions and accessions to the Collateral and all substitutions and replacements therefor.

"Agreement": shall mean this Security Agreement, as amended, supplemented or modified from time to time.

"Collateral": shall mean the Accounts, Equipment, General Intangibles, Intellectual Property Rights, Inventory, Dealer Contracts and Subscriber Contracts, including all Additions thereto.

"Dealer Contracts": shall mean the Dealer Contracts as defined in the Purchase Agreement, and all other contracts between Debtor and alarm dealers pursuant to which Debtor provides third-party alarm monitoring services, as each may be amended, supplemented or modified from time to time.

"Equipment": shall mean all of the Debtor's present and future "equipment" (as such term is defined in Article 9 of the UCC) and, to the extent not otherwise included herein, all machinery and equipment in all of its forms, wherever located, now or hereafter existing, and all other goods (including mobile goods), including, but not limited to, all Fixtures, vehicles, tools, machinery, furniture, files, books, records, computer systems and programs (hardware, software and otherwise), and all parts thereof and all accessions thereto.

"Fixtures": shall mean all goods included within the Assets that have become so related to real property owned, leased or operated by the Debtor, whenever stated, that an interest may arise under real estate law, but excluding all of the foregoing which are not deemed to be real property under applicable law.

"General Intangibles": shall mean, except to the extent that such property constitutes Accounts, all of the Debtor's present and future "general intangibles" (as such term is defined in Article 9 of the UCC) to the extent not otherwise included herein, all customer lists, goodwill, contract rights (including, but not limited to, (i) the Purchase Agreement (including, but not limited to, all indemnity rights of the Debtor thereunder), (ii) the Subscriber Contracts, and (iii) subject to the limitations set forth in Section 4.2, all general intangibles, partnership interests, rents, fees, charges, real and personal property leases, licenses, distribution rights, franchises, Intellectual Property Rights, bank or other deposit accounts, monies, cash, escrow accounts, securities, collections, revenues, royalties, credits, claims, demands, causes of action, insurance proceeds, tax refund claims and payments, rights to refunds or indemnification, and all other forms of obligations whatsoever owing to the Debtor.

"Intellectual Property Rights": shall mean all patents, copyrights, servicemarks, trademarks, trade names, corporate and business names, trade secrets, confidential business information, proprietary information, covenants not to compete, employment agreements, designs, discoveries, know-how, inventions, inventors' certificates, processes, formulas and other intellectual property rights, now existing or hereafter arising, in any and all jurisdictions worldwide; all registrations, applications, licenses, distribution rights and use rights related to

any of the foregoing; all goodwill associated with any of the foregoing; and all other similar or related rights.

"Inventory": shall mean all of the Debtor's present and future "inventory" as such term is defined in Article 9 of the UCC, and, to the extent not otherwise included herein:

(i) all inventory and merchandise, in all forms wherever located and whether now owned or hereafter acquired by the Debtor, including, without limitation, inventory held for lease, in which the Debtor has an interest in mass or a joint or other interest or a right of any kind, from the moment the Debtor has rights therein, whether in the possession of the Debtor, shippers, warehousemen or others, in transit or not;

(ii) all raw materials, work-in-process, components and component parts, finished goods, returned goods and all other goods, materials and supplies of any kind, nature or description that are or may be derived or produced from any of the foregoing; and

(iii) all accessions thereto and products thereof and all instruments and documents representing any of the foregoing, including, but not limited to, warehouse receipts, bills of lading and other documents of title pertaining to Inventory.

"Obligations": shall mean:

(i) the indebtedness, obligations and liabilities of the Debtor to the Secured Party under the Secured Note and this Agreement, including, but not limited to, any claims, losses, damages, costs, and expenses whatsoever with respect to the Debtor's failure to perform and observe all of the terms, provisions, conditions, warranties or obligations of the Secured Note or this Agreement; and

(ii) all costs incurred by the Secured Party to obtain, preserve, and enforce this Agreement and the Secured Note, collect the Obligations, and maintain and preserve any collateral securing the Obligations, including without limitation, all taxes (excluding income taxes), assessments, reasonable attorneys' fees and legal expenses and expenses of sale.

"Proceeds": shall mean all "proceeds" and "products" (as such terms are defined in Article 9 of the UCC) of Collateral, and, to the extent not otherwise included herein:

(i) any and all proceeds of any insurance, causes and rights of action, settlements thereof, judicial and arbitration judgments and awards, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral;

(ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority;

(iii) all claims of the Debtor for losses or damages arising out of or related to or for any breach of any agreements, covenants, representations or warranties or any default under any of the Collateral (without limiting any direct or independent rights of the Secured Party with respect to the Collateral); and

(iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Note” shall mean that certain secured promissory note of even date in the principal sum of \$26,715,639 executed by Debtor as Maker therein which Secured Note is non-recourse to Maker.

“Security Interest”: shall mean the continuing general lien on, and security interest in, and the grant, bargain, sale, transfer, pledge and assignment of, the Collateral in favor of and to the Secured Party as security for the payment and performance of the Obligations.

“Subscriber Contracts”: shall mean the “Subscriber Contracts” as defined in the Purchase Agreement, and all other contracts between Debtor and persons, businesses, corporations, or other entities pursuant to which Debtor provides alarm monitoring services, as each may be amended, supplemented or modified from time to time. Subscriber Contracts does not include Dealer Contracts.

“UCC”: shall mean the Uniform Commercial Code, as enacted in the state where the Collateral is located.

1.3 Other Definitions. Unless the context indicates otherwise, definitions in the UCC apply to words and phrases in this Agreement, and, to the extent that UCC definitions conflict, Article 9 definitions apply.

ARTICLE 2. GRANT. Subject to the terms and provisions of this Agreement, the Debtor hereby grants to the Secured Party the Security Interest in order to secure the payment and performance of the Obligations.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES. In order to induce the Secured Party to enter into the Purchase Agreement and to accept the Secured Note as partial consideration for the sale of the Assets, the Debtor represents and warrants, as of the date hereof, and as of the date of each addition to the Collateral, as follows:

3.1 Ownership of Collateral. Except for the Security Interest, the Debtor is the sole owner of each item of the Collateral, having good and marketable title thereto, free and clear of any and all liens other than tax liens not in default or not yet due.

3.2 Priority of Liens on Collateral. The Security Interest constitutes and creates a valid and continuing first priority lien on the Collateral in favor of the Secured Party, prior to all other liens and enforceable as such as against any person in any jurisdiction where any of the Collateral is or may hereafter be located and as against any purchaser of property and any present or future creditor obtaining a lien on such property, as provided herein. All action necessary to protect the Security Interest in each item of the Collateral has been duly taken.

3.3 Places of Business. The Collateral is located only at the Debtor's principal place of business and Debtor's security alarm monitoring center as set forth on Schedule I attached hereto. All books and records of the Debtor regarding Accounts and General Intangibles are kept at its principal place of business and/or at Debtor's security alarm monitoring center.

3.4 Financing Statements. No financing statement covering the Collateral or any proceeds thereof is on file in any public office, other than financing statements relating to the Security Interest.

ARTICLE 4. COVENANTS.

4.1 Ownership of Collateral. The Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Party.

4.2 Sale or Transfer of Collateral. The Debtor will not, without the prior written consent of the Secured Party (which consent will not be unreasonably withheld), sell, transfer, assign, encumber, or otherwise dispose of or hypothecate the Collateral or any portion thereof other than in the ordinary course of business. Subject to the following sentence, upon the sale of any Collateral other than in the ordinary course of business, while the Obligations remain outstanding, the Debtor shall apply the Proceeds to the reduction of the Obligations. However, so long as either Harvey Berry or Ronald Bowden is the controlling owner of Debtor or its ultimate parent, nothing contained herein shall preclude or prevent the Debtor from transferring cash or monies received by Debtor: (i) in the ordinary course of its business; or (ii) from the proceeds of the sale of Subscriber Contracts located in New Mexico; or (iii) from the proceeds of the sale of Dealer Contracts, to its affiliates, including without limitation, its parent, W.B.E., Inc. or W.B.E. of Texas, Ltd., and such cash or monies shall cease to be Collateral once transferred. The Secured Party acknowledges and agrees that Accounts, Subscriber Contracts and Dealer Contracts will expire, terminate or be canceled in the ordinary course of the Debtor's business and such events shall not constitute a default or breach of this Agreement.

4.3 Maintenance. The Debtor shall keep the Collateral free from liens, except the Security Interest. The Debtor will not execute and shall not suffer to exist on file in any public office any financing statement or similar filing with respect to the Collateral except the financing statements filed or to be filed in connection with the Security Interest.

4.4 Information and Inspection. The Debtor shall furnish to the Secured Party such information concerning the Collateral as the Secured Party may from time to time reasonably request, will allow the Secured Party and its designees to inspect the Collateral at all times and wherever located, and will allow the Secured Party to inspect and copy, or will furnish the Secured Party with copies of, all records reasonably required by the Secured Party at the sole cost of the Secured Party.

4.5 Additional Documents. At any time and from time to time, upon the request of the Secured Party, and at the sole expense of the Secured Party, the Debtor will promptly execute and deliver any and all such further instruments and documents and will take

such further action as may be reasonably deemed necessary in the judgment of the Secured Party to obtain, maintain and perfect the Security Interest including, without limitation, the filing of any financing or continuation statements under the UCC (or applicable law) in effect in any jurisdiction with respect to the Security Interest granted hereby, and any expense incurred by the Secured Party in connection with such matters shall be a part of the Obligations.

4.6 Location of Accounts and General Intangibles. The Debtor shall give the Secured Party written notice of any change of location of the office of the Debtor in which records of the Debtor pertaining to Accounts and General Intangibles that are Collateral are or will be kept at least ten days prior to such change. In addition, the Debtor shall give the Secured Party written notice if, at any time, the Accounts are monitored from any location other than 6500 Greenville, Suite 200, Dallas, Texas 75206.

4.7 Notice of Changes. The Debtor will notify the Secured Party of any material adverse change occurring in or to the Collateral, or of a change in the Debtor's mailing address or places of business.

4.8 Equipment. All Equipment constituting part of the Collateral is and will be kept at the Debtor's places of business specified on Schedule I. The Debtor will not remove any material portion of the Collateral from its present location to another jurisdiction unless and until the Debtor gives the Secured Party prior written notice of such intended move and receives the written consent of the Secured Party. Notwithstanding the foregoing, it is understood and agreed that if for any reason any of the Debtor's Equipment constituting part of the Collateral is at any time kept or located at locations other than a location listed on Schedule I, the Secured Party shall nevertheless have and retain the Security Interest therein.

4.9 Further Identification of Collateral. The Debtor will furnish to the Secured Party, from time to time, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request at Secured Party's sole expense.

4.10 Operation of the Collateral. The Debtor agrees to maintain and use the Collateral solely in the conduct of its own business, in a careful and proper manner, and in conformity with all applicable permits or licenses in all material respects. The Debtor shall comply in all material respects with all applicable statutes, laws, ordinances and regulations. The Debtor shall not use the Collateral in any unlawful manner or for any unlawful purposes, or in any manner or for any purpose that would expose the Collateral to undue risk, or to penalty, forfeiture or capture, or that would render inoperative any insurance in connection with the Collateral.

4.11 Name Changes. The Debtor intends to file assumed name filings to do business under the name "HomeTeam Security." Until the Obligations are paid in full, Debtor will inform the Secured Party in writing of any other names or assumed names the Debtor uses or under which Debtor intends to do business.

ARTICLE 5. RIGHTS AND DUTIES OF THE SECURED PARTY.

5.1 Certain Rights. Subject to requirements of applicable law, the Secured Party may, in its discretion, at any time after the occurrence and during the continuance of an Event of Default take any of the following actions (but it is expressly agreed and acknowledged that the Secured Party is under no duty to take any such actions):

- (a) require the Debtor to give possession or control of the Collateral to the Secured Party;
- (b) take physical possession of the Collateral and maintain it on the Debtor's premises, in a public warehouse or any other place;
- (c) require the Debtor to assemble the Collateral and make it available to the Secured Party at any place to be designated by the Secured Party that is reasonably convenient to both parties;
- (d) endorse as the Debtor's agent any instruments, securities or chattel paper in the Collateral;
- (e) contact account debtors or obligors obligated on any Account or General Intangible directly to verify information furnished by the Debtor;
- (f) Subject to the provisions of Section 4.2, take control of Proceeds, and use cash Proceeds to reduce any part of the Obligations;
- (g) take any action the Debtor is required to take or any other necessary or desirable action to obtain, preserve, and enforce this Agreement, and to maintain and preserve the Collateral, without notice to the Debtor, and add the costs of such actions to the Obligations;
- (h) release Collateral in its possession to the Debtor, temporarily or otherwise;
- (i) require the Debtor to give possession of all books and records evidencing any Accounts or General Intangibles covered by this Agreement to the Secured Party or enter upon any premises upon which such books and records may be situated and remove them therefrom;
- (j) transfer any of the Collateral, or evidence thereof, into its own name or that of its nominee and receive the Proceeds therefrom and hold the same as security for the Obligations, or apply the same thereon;
- (k) notify persons obligated on any item of Collateral to make payment thereon directly to the Secured Party; and
- (l) exercise all other rights that account holders or obligees may exercise with respect to any of the Collateral.

5.2 Certain Remedies of the Secured Party. At any time after the occurrence and during the continuance of an Event of Default, the Secured Party may proceed to enforce payment of the Obligations and to exercise any and all of the rights and remedies provided by the Purchase Agreement, this Agreement or the Secured Note or by law, custom or otherwise. Secured Party will give the Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. "Expenses of retaking, holding, preparing for sale or lease, selling, leasing, and the like" shall include all reasonable attorneys' fees and expenses incurred by the Secured Party. If the Secured Party disposes of the Collateral or any portion thereof, the Proceeds of such disposition available to satisfy the Obligations shall be applied by the Secured Party to the Obligations first to reasonable expenses incurred by the Secured Party in disposing of the Collateral, second to accrued and unpaid interest due under the Secured Note and third to principal due under the Secured Note.

5.3 Other Rights and Remedies. The rights and remedies of the Secured Party set forth in this Agreement shall be cumulative and in addition to, and not in limitation of, any rights and remedies of the Secured Party given by law, custom, the Purchase Agreement, the Secured Note, or otherwise.

5.4 Secured Party's Duties. After the occurrence and during the continuance of an Event of Default, the Secured Party may, but shall be under no duty to, demand payment of, collect, draw under, receipt for, settle, compromise, adjust, sue for, foreclose, or realize upon the Collateral, or any part thereof, in its own name or in the name of the Debtor, as the Secured Party may determine. The Secured Party shall not be liable for the failure to collect or enforce any Collateral or for any act or omission in connection with the collection or enforcement thereof on the part of the Secured Party or any of its officers, agents or employees, except gross negligence or willful misconduct.

5.5 Secured Party's Obligations or Liability. The Secured Party shall not have any obligation or liability under the documents, instruments and agreements included in the Collateral by reason of this Agreement or any exercise by the Secured Party of any right in connection herewith, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. However, the Secured Party acknowledges and agrees that if Secured Party acquires Subscriber Contracts and Dealer Contracts it may be obligated to perform the executory obligations, including monitoring, provided for in such contracts.

ARTICLE 6. GENERAL.

6.1 Assignment. Subject to the terms of the Secured Note, the Secured Party may assign or transfer to any affiliate of the Secured Party any of the Obligations any or all of the rights of the Secured Party in the Collateral, which transferee shall take subject to all of the terms, limitations and restrictions set forth herein and in the Secured Note. The Secured Party shall give notice to the Debtor of any such assignment or transfer. Such transferee shall be vested with all of the powers and rights of the Secured Party hereunder with respect to such Collateral, but the Secured Party shall retain all rights and powers hereby given with respect to any of the Collateral not so assigned or transferred. No assignment of this Agreement by Debtor (by

operation of law or otherwise) shall be effective without the prior written consent of the Secured Party.

6.2 Waiver. No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between the Debtor and the Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No notice to or demand on the Debtor in any case shall entitle the Debtor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or further action in any circumstances without notice or demand.

6.3 Parties Bound. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

6.4 Notices. All notices and other communications hereunder shall be given according to the notices provision of the Purchase Agreement. Any notice mailed in accordance with the terms hereof at least five days prior to the related action (or if the UCC elsewhere specifies a longer period, such longer period) shall be deemed commercially reasonable and fair.

6.5 INTEGRATION AND MODIFICATIONS. NO PROVISION HEREOF SHALL BE MODIFIED OR LIMITED EXCEPT BY A WRITTEN AGREEMENT EXPRESSLY REFERRING HERETO. THIS AGREEMENT SHALL NOT BE MODIFIED BY COURSE OF CONDUCT, USAGE OF TRADE OR THE LAW MERCHANT. THIS AGREEMENT, THE SECURED NOTE AND THE PURCHASE AGREEMENT REPRESENT THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.6 Financing Statements. The Secured Party is authorized on behalf of the Debtor, as the Debtor's agent and attorney in fact for such purpose, to complete and sign one or more financing statements or similar instruments with respect to any Collateral covered by this Agreement, including a trademark security agreement, and to file the same in any appropriate office or place. A carbon, photographic or other reproduction of this Agreement or a financing statement is sufficient as a financing statement.

6.7 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO CONFLICT OF LAWS RULES OR CHOICE OF LAW RULES THEREOF. THE PARTIES AGREE THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE INSTITUTED IN A STATE OR FEDERAL COURT IN THE STATE OF TEXAS AND THEY HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING INVOLVING OR RELATED TO THIS AGREEMENT.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument notwithstanding that all parties are not signatories to each individual counterpart.

6.9 Reformation and Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof (i) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and (ii) the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Usury Savings Clause. Interest on the indebtedness secured by this Agreement is expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of the indebtedness secured by this Agreement or otherwise, shall the interest contracted for, charged or received by the Secured Party exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provisions of this Agreement, the Secured Note, the Purchase Agreement or of any other document evidencing, securing, guaranteeing or otherwise pertaining to the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Secured Party shall ever receive anything of value as interest or deemed interest by applicable law under this Agreement, the Secured Note, the Purchase Agreement or any other document evidencing, securing, guaranteeing or otherwise pertaining to the indebtedness secured hereby or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing on the indebtedness secured by this Agreement or on account of any other indebtedness of the Debtor to the Secured Party, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the indebtedness secured by this Agreement and such other indebtedness, such excess shall be refunded to the Debtor. In determining whether or not the interest paid or payable with respect to any indebtedness of the Debtor to the Secured Party, under any specific contingency, exceeds the highest lawful rate, the Debtor and the Secured Party shall, to the maximum extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, (c) amortize, prorate, allocate and spread the total amount of interest throughout the term of such indebtedness so that the actual rate of interest on account of such indebtedness does not exceed the maximum amount permitted by applicable law, and/or (d) allocate interest between portions of such indebtedness, to the end that no such portion shall bear interest at a rate greater than that permitted by law. The terms and provisions of this section shall control and supersede every other conflicting provision of this Agreement.

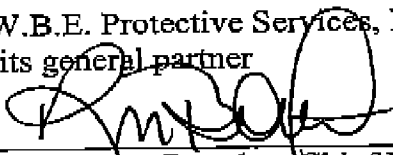
[Signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed and delivered as of the date specified at the beginning hereof.

DEBTOR:

W.B.E. SERVICES, L.P.
a Texas limited partnership

By: W.B.E. Protective Services, Inc.
its general partner

By: 
Ronald L. Bowden, Chief Executive Officer

SECURED PARTY:

CENTEX HOMETEAM SECURITY, INC.

By: 
Robert M. Swartz, Chairman of the Board and
Chief Executive Officer

SCHEDULE I

Location of Collateral

Debtor's Principal Place of Business:

12500 Network Blvd., #310
San Antonio, Texas 78269

Debtor's Security Alarm Monitoring Center:

6500 Greenville Avenue, Suite 200
Dallas, Texas 75206