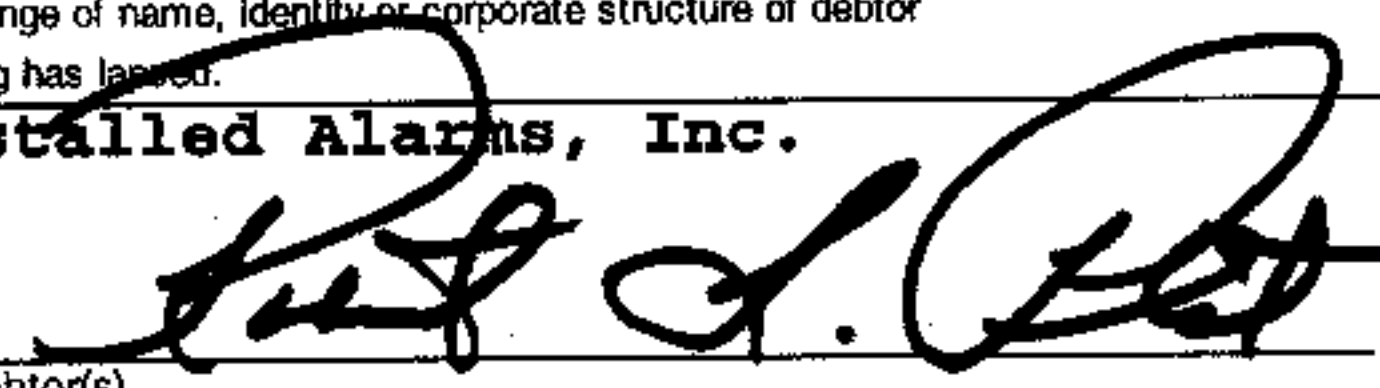
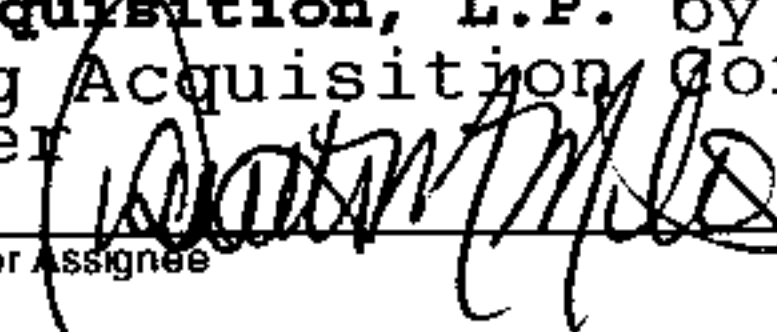


STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)		No. of Additional Sheets Presented: 3	This FINANCING STATEMENT is presented to a Filing Office filing pursuant to the Uniform Commercial Code.														
1. Return copy or recorded original to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office															
Pre-paid Acct. # _____		<div style="text-align: right; border: 1px solid black; padding: 5px; transform: rotate(90deg);">07/13/1998-26473 02:20 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 MCD 18.00</div>															
2. Name and Address of Debtor (Last Name First if a Person) Custom Installed Alarms, Inc. 720 Highway 31 South Alabaster, AL 35007																	
Social Security/Tax ID # _____																	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)																	
Social Security/Tax ID # _____		FILED WITH: Shelby															
<input type="checkbox"/> Additional debtors on attached KOGE																	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Dealers Monitoring Acquisition, L.P. 1610 Bond Court Office Building 1300 East Ninth Street Cleveland, OH 44114		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) LaSalle National Bank, as Agent 135 South LaSalle Street Chicago, IL 60603															
Social Security/Tax ID # _____																	
<input type="checkbox"/> Additional secured parties on attached KOGE																	
5. The Financing Statement Covers the Following Types (or items) of Property: All right, title and interest of the Debtor in and to the accounts and other property described in Schedule 1 attached and incorporated by reference.																	
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <table style="width:100%"><tr><td><u>0</u> <u>0</u> <u>0</u></td><td><u>0</u> <u>0</u> <u>1</u></td></tr><tr><td><u>1</u> <u>0</u> <u>0</u></td><td><u>2</u> <u>0</u> <u>0</u></td></tr><tr><td><u>6</u> <u>0</u> <u>0</u></td><td><u>7</u> <u>0</u> <u>0</u></td></tr><tr><td>— — —</td><td>— — —</td></tr><tr><td>— — —</td><td>— — —</td></tr><tr><td>— — —</td><td>— — —</td></tr><tr><td>— — —</td><td>— — —</td></tr></table>				<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>1</u>	<u>1</u> <u>0</u> <u>0</u>	<u>2</u> <u>0</u> <u>0</u>	<u>6</u> <u>0</u> <u>0</u>	<u>7</u> <u>0</u> <u>0</u>	— — —	— — —	— — —	— — —	— — —	— — —	— — —	— — —
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Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.																	
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____															
8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)																	
Signature(s) of Debtor(s) Custom Installed Alarms, Inc. 		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature -- see Box 6) Dealers Monitoring Acquisition, L.P. by Dealers Monitoring Acquisition Corporation, its General Partner 															

SCHEDULE 1

Seller/Debtor:

Custom Installed Alarms, Inc.
720 Highway 31 South
Alabaster, AL 35007

Purchaser/Secured Party:

Dealers Monitoring Acquisition, L.P.
1610 Bond Court Office Building
1300 East 9th Street
Cleveland, OH 44114-9988

Assignee of Purchaser/Secured Party:

LaSalle National Bank, as Agent
135 South LaSalle Street
Chicago, IL 60603

The financing statement (the "Financing Statement") to which this Schedule 1 is attached and of which it is made a part covers all of Seller's right, title and interest in and to the following, whether now or hereafter owned, existing or arising: (a) all RMR Accounts, (b) all Protective Service Agreement and other Contracts relating to any RMR Account, (c) all Related Security, (d) all Collections and other Proceeds of all RMR Accounts, (e) all customer lists, books, records, files, deposits and prepayments relating to monitoring charges, telephone numbers and other rights and interests related to monitoring services or otherwise related to any of the foregoing, and (f) to the extent not otherwise included therein, all Proceeds and amounts received or receivable under any or all of the foregoing, all from time to time purchased by Purchaser from Seller pursuant to the Purchase Agreement.

For further information concerning the identity of such interests, please contact the Assignee of the Purchaser/Secured Party and the Purchaser/Secured Party.

As used herein, the following terms shall have the meanings set forth below:

"*Collections*" means all funds which either (a) are received by Seller or Purchaser from or on behalf of the related Obligor in payment of any amounts owed (including, without limitation, purchase prices, deposits, monitoring fees, payment or reimbursement of sales, use or other governmental taxes, fees or other charges, and other fees and charges, including without limitation, finance charges, interest and all other charges) in respect of RMR Accounts, or applied to such amounts owned by such Obligor (including, without limitation, insurance payments that Seller or Purchaser applies in the ordinary course of its business to amounts owed in respect of RMR Accounts and net Proceeds of sale or other disposition of repossessed goods or other collateral or property of the Obligor or any other Person directly or indirectly liable for payment of RMR Accounts and available to be applied thereon), or (b) are deemed to have been received as a collection pursuant to the Purchase Agreement.

"Contract" means a contract or portion thereof, whereby a Customer has contracted with Seller for the provision of monitoring services or pursuant to or under which such Customer shall be obligated to make payments to Seller in respect thereof.

"Customer" means a Person who is a subscriber for or purchaser of monitoring services pursuant to a contract.

"Obligor" means a Person, including but not limited to the Customer, obligated to make payments on an RMR Account.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust unincorporated association, joint venture, government or any agency or political subdivision thereof or any other entity.

"Proceeds" means whatever is received or receivable upon the sale, exchange, collection, or other disposition of any collateral or Proceeds, whether directly or indirectly.

"Protective Service Agreement" means any Protective Service Agreement, Alarm monitoring Agreement or similar Agreement commonly used by Seller with its customers to provide, among other things, for the installation of alarm and other similar equipment at residential or commercial locations and for alarm monitoring services in regard thereto, including all other documents and papers incidental thereto, as the same may be amended, supplemented, amended and restated or otherwise modified from time to time. A Protective Service Agreement is a Contract.

"Purchase Agreement" means that certain RMR Account Purchase Agreement, dated as of June 25, 1998, between Seller and Purchaser, as the same may at any time be amended, supplemented, amended and restated or otherwise modified from time to time.

"Purchaser" means Dealers Monitoring Acquisition, L.P., a Delaware limited partnership, and its successors and assigns.

"RMR Account" means a Receivable arising from the furnishing by Seller of alarm monitoring or other related services, whether pursuant to a Protective Service Agreement or otherwise, and includes the right to payment of any interest or finance charges and other obligations of such Person with respect thereto.

"Receivable" means a claim for money due or to become due, whether classified as an account, instrument, chattel paper, general intangible, incorporated hereditament or otherwise, and any Proceeds thereof.

"Related Security" means: (a) all Seller's right, title and interest in and to all Contracts or other agreements that relate to RMR Accounts; (b) all of Seller's interest in the merchandise, goods and equipment (including returned merchandise, goods and equipment) or services, if any relating to the sale which gave rise to RMR Accounts; (c) all other security interests or liens and

property subject thereto from time to time purporting to secure payment of RMRM Accounts, whether pursuant to Contracts or otherwise; (d) all UCC financing statements covering any collateral security payment of RMR Accounts; and (e) all insurance arrangement, guarantees and other agreements or arrangements of whatever character from time to time supporting or securing payment of RMR Accounts whether pursuant to Contracts or otherwise.

"*Seller*" means Custom Installed Alarms, Inc. and its successor and assigns.

This financing statement is being filed for information and notice purposes notwithstanding that Purchaser/Secured Party believes the transaction may not be covered by Article 9 of the Uniform Commercial Code.

Inst # 1998-26473

June 30, 1998 4:17 PM

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SHELBY COUNTY JUDGE OF PROBATE
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