



**THE ACCOMMODATION MORTGAGE AMENDED BY THIS AMENDMENT (THE "ACCOMMODATION MORTGAGE") HAS BEEN GIVEN AS ADDITIONAL COLLATERAL FOR THE INDEBTEDNESS SECURED BY THAT CERTAIN LEASEHOLD MORTGAGE DATED MARCH 31, 1997, AND RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT #1997-11913, AND AMENDED ON MARCH 19, 2001, AS INSTRUMENT #2001-10814 (AS AMENDED, THE "LEASEHOLD MORTGAGE"). MORTGAGE FILING PRIVILEGE TAXES HAVE PREVIOUSLY BEEN PAID ON SUCH INDEBTEDNESS IN THE AMOUNT OF \$1,000,000.00 IN CONNECTION WITH THE RECORDATION OF THE LEASEHOLD MORTGAGE. MORTGAGE FILING PRIVILEGE TAXES ARE NOW DUE ON AN ADDITIONAL \$1,500,000.00 OF INDEBTEDNESS TO BE SECURED BY, AMONG OTHERS, THE ACCOMMODATION MORTGAGE.**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**FIRST AMENDMENT TO ACCOMMODATION MORTGAGE**

**THIS FIRST AMENDMENT TO ACCOMMODATION MORTGAGE** ("this Amendment") is entered into as of February 12, 2004 (the "Effective Date"), by **L. J. STEELEY, SR. AND SPOUSE, DEAN STEELEY** (collectively, the "Grantor"), and **NATIONAL BANK OF COMMERCE OF BIRMINGHAM**, a national banking association (the "Lender").

## Recitals

A. The Grantor has previously executed in favor of the Lender that certain Accommodation Mortgage dated December 15, 2003 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as **Instrument No. 2004-17770** (the "Mortgage"), which Mortgage secures certain indebtedness of Rainbow Technology Corporation, an Alabama corporation (the "Borrower"), to the Lender as more particularly described therein (the "Indebtedness").

B. The Mortgage originally limited the amount of the Indebtedness secured by the Mortgage to \$1,000,000.

C The Grantor has requested that the Lender forbear in the exercise of certain of its rights in connection with such indebtedness. The Lender is willing to do so upon the condition that, among others, the Borrower execute this Amendment to, among other things, reflect that the Mortgage shall secure the full amount of the Indebtedness and shall no longer be limited to \$1,000,000.

## Agreement

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements set forth in this Amendment, the Borrower and the Lender hereby agree as follows:

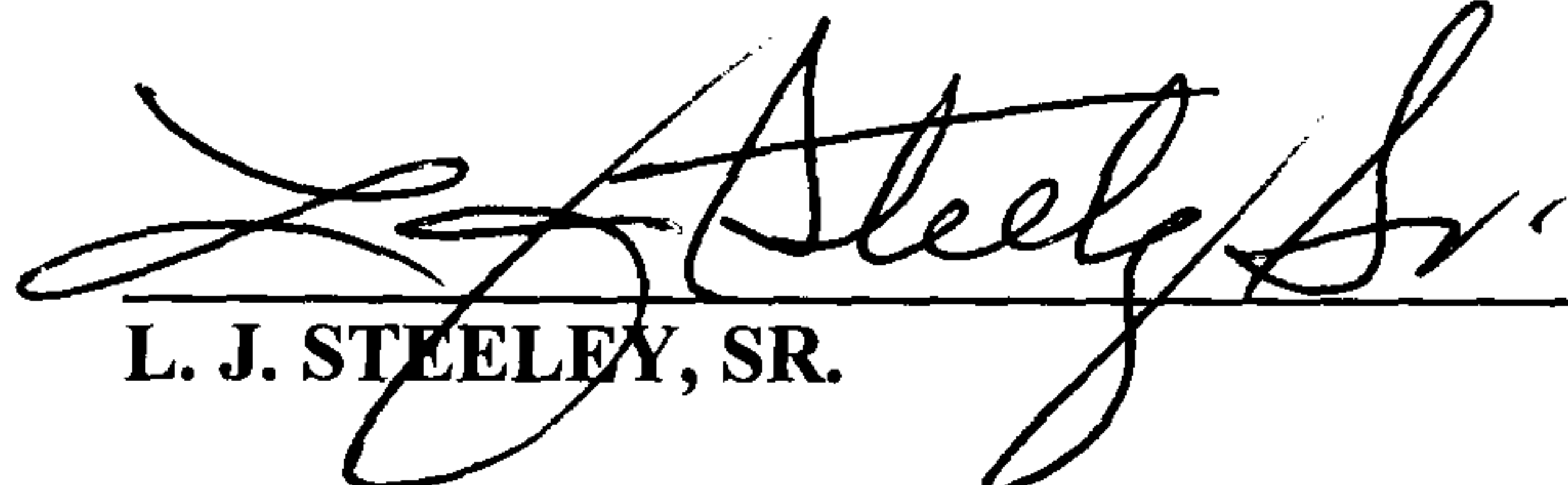
1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage.
2. The Rules of Construction set forth in the Mortgage shall govern the construction and interpretation of this Amendment.

3. In order to induce the Lender to modify the terms of the Loan and to enter into this Amendment, the Borrower hereby represents and warrants that all the representations and warranties set forth in the Mortgage are true and correct as of the date of this Amendment.

4. The Mortgage is hereby amended by deleting the following sentence located at the top of the first page of the Mortgage: "The indebtedness secured by this mortgage is limited to \$1,000,000.00."

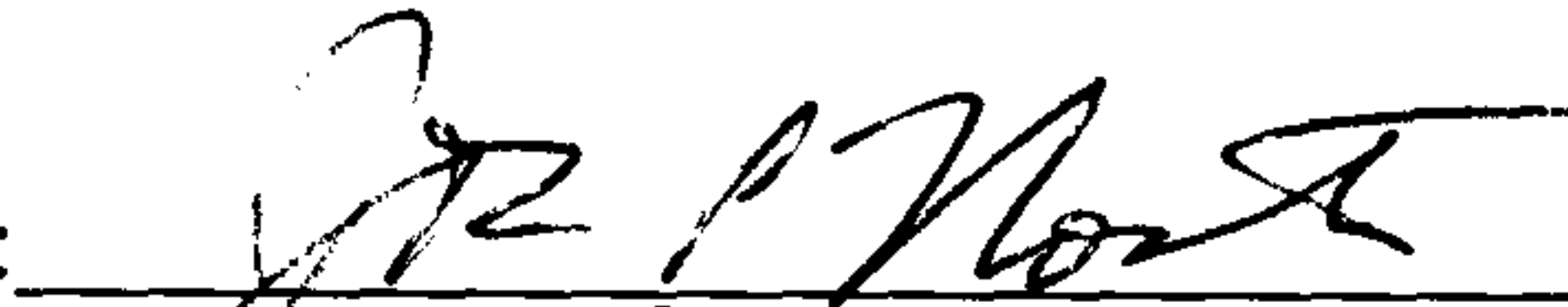
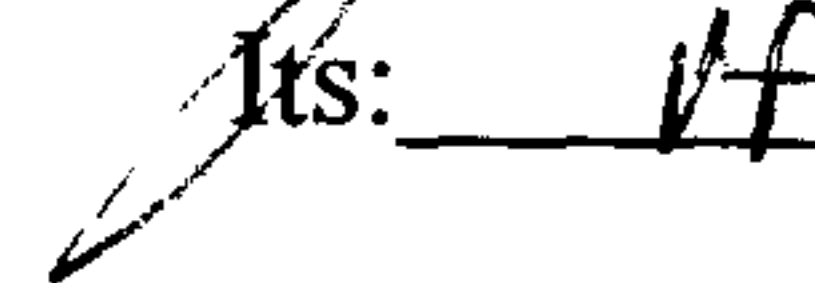
5. Except as hereby expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Amendment as of the date first set forth above.

  
\_\_\_\_\_  
**L. J. STEELEY, SR.**

  
\_\_\_\_\_  
**DEAN STEELEY**

**NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that L. J. Steeley, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12 day of February, 2004.

Karen D. Howard  
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 19, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dean Steeley, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12 day of February, 2004.

Karen D. Howard  
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 19, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: \_\_\_\_\_

STATE OF ALABAMA                     )  
COUNTY OF JEFFERSON                )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John P. North, III, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this 12<sup>th</sup> day of February, 2004.



Notary Public

[AFFIX SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 3, 2005  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

My Commission Expires:

This instrument was prepared by:  
Gregory K. Mixon, Esq.  
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