EXHIBIT 10.4  
  
 AMENDMENT TO PLEDGE AGREEMENT  
  
 THIS AMENDMENT TO PLEDGE AGREEMENT (this "AMENDMENT") is made as of  
July 25, 2002 by and among Superior Consultant Holdings Corporation, a Delaware  
corporation ("LENDER") and Xxxxxx X. Xxxxxxxxxx ("PLEDGOR").  
  
  
 RECITALS:  
  
 (A) Lender has previously advanced $305,540 under a promissory note  
made by Pledgor dated October 11, 2000 (the "OLD NOTE").  
  
 (B) The Old Note is secured pursuant to a Pledge Agreement dated as of  
October 11, 2000 between Pledgor and Lender (the "PLEDGOR AGREEMENT").  
  
 (C) Lender and Pledgor have amended and restated the Old Note pursuant  
to that certain Restated Promissory Note of even date herewith made by Pledgor  
in favor of Lender (the "NEW NOTE").  
  
 (D) The parties hereto mutually desire to amend the Pledge Agreement to  
provide that the New Note is secured thereby.  
  
 NOW, THEREFORE, in consideration of the foregoing Recitals and for  
other good and valuable consideration, the receipt and sufficiency of which are  
hereby acknowledged, the parties do hereby agree as follows:  
  
 1. The Pledge Agreement is hereby amended to provide that the  
capitalized term "Note" shall hereafter refer to the New Note. It is further  
acknowledged and agreed that the original indebtedness evidenced by the Old Note  
is merely being continued under the New Note, that such indebtedness has always  
been secured by the Pledge Agreement since the moment it was first advanced by  
Lender to Pledgor.  
  
 2. In case, any provision of this Amendment shall be invalid, illegal  
or unenforceable, to validity, legality and enforceability of the remaining  
provisions shall not in any way be affected or impaired thereby. All headings  
used herein are used for convenience only and shall not be used to construe or  
interpret this Amendment.  
  
 3. Except as otherwise expressly modified hereby, the Pledge Agreement,  
shall remain in force unchanged and we hereby reaffirmed. This Amendment may be  
executed in separate counterparts, all of which taken together shall constitute  
the same Amendment.  
  
 4. This Amendment shall be construed and enforced in accordance with,  
and governed by, the internal laws of the State of Delaware, excluding that body  
of law  
  
  
  
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applicable to conflicts of law. This Amendment hereby restates, amends and  
supercedes any earlier executed or unexecuted drafts or versions hereof.  
  
 IN WITNESS WHEREOF, the undersigned have caused this Amendment to be  
signed in their name as of July 25, 2002.  
  
  
  
 SUPERIOR CONSULTANT HOLDINGS CORPORATION  
  
  
 By: /s/ Xxxxxxx X. Xxxxxxx  
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 Name: Xxxxxxx X. Xxxxxxx, CEO  
  
  
 /s/ Xxxxxx X. Xxxxxxxxxx  
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 Xxxxxx X. Xxxxxxxxxx  
  
  
  
  
  
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