

<i>Internal Use Only:</i> Borrower Name: Charles Henry Properties, LLC	PLA #7540428449
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ADDENDUM TO THIRD PARTY PLEDGE AGREEMENT

This ADDENDUM TO THIRD PARTY PLEDGE AGREEMENT (the "Agreement") is entered into as of the Effective Date between the person signing below (referred to herein as "Pledgor"), and Morgan Stanley Bank, N.A., a national banking association (referred to herein as "Bank"), with respect to that certain Third Party Pledge Agreement executed by Pledgor in connection with PLA # 7540428449. Capitalized terms used but not defined herein shall have the meanings provided in the Third Party Pledge Agreement. **By signing below, Pledgor agrees to be bound by the terms and conditions of this Addendum and Pledgor understands, acknowledges and agrees as follows:**

The Third Party Pledge Agreement is amended and supplemented as follows:

1. The following representations and warranties are hereby added to Section 9 of the Third Party Pledge Agreement:

"Third Party Pledgor represents and warrants to Bank, as of the Effective Date and each Advance on and issuance of a letter of credit under the Portfolio Loan Account, that:

- J. Third Party Pledgor has received and will receive reasonably equivalent value for its pledge of the Collateral.
- K. In pledging the Collateral, Third Party Pledgor does not intend to defraud, hinder or delay any creditors. Third Party Pledgor is currently, and after giving effect to its pledge of the Collateral will be, solvent. As used in the preceding sentence, "solvent" means, with respect to any person, that at the time of determination:
 - (i) the fair value of its assets, both at fair valuation and at present fair saleable value, is in excess of the total amount of its liabilities, including, without limitation, contingent claims; and
 - (ii) it is then able and expects to be able to pay its debts as they mature; and
 - (iii) it has capital sufficient to carry on its business as conducted and as proposed to be conducted.

Contingent liabilities (such as litigation, guaranties, and pension plan liabilities) shall be computed at the amount which, in light of all the facts and circumstances existing at the time, represents the amount which can reasonably be expected to become an actual or matured liability."

2. The Third Party Pledge Agreement is hereby amended and supplemented to add the following provisions:

"The provisions of this Pledge Agreement are severable, and in any action or proceeding involving any corporate or governance law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of Third Party Pledgor under this Pledge Agreement would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of Third Party Pledgor's liability under this Pledge Agreement, then, notwithstanding any other provision of this Pledge Agreement to the contrary, the amount of such liability shall, without any further action by Third Party Pledgor or Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being Third Party Pledgor's "Maximum Liability"). This provision with respect to the Maximum Liability of Third Party Pledgor is intended solely to preserve the rights of Lender hereunder to the maximum extent not subject to avoidance under applicable law, and neither Third Party

Pledgor nor any other person or entity shall have any right or claim under this provision with respect to the Maximum Liability, except to the extent necessary so that the obligations of Third Party Pledgor hereunder shall not be rendered voidable under applicable law. Third Party Pledgor further agrees that the Obligations of Borrower under the PLA Agreement may at any time and from time to time exceed the Maximum Liability of Third Party Pledgor without impairing this Pledge Agreement or affecting the rights and remedies of Lender hereunder. Nothing in this provision shall be construed to increase Third Party Pledgor 's obligations hereunder beyond its Maximum Liability.”

Signature of Third Party Pledgor



CLAUDE SIMON, an individual