

**AMENDED AND RESTATED
GUARANTY AGREEMENT**

This **AMENDED AND RESTATED GUARANTY AGREEMENT**, dated as of January 9, 2014 (as amended, supplemented, or otherwise modified from time to time, this "Guaranty"), is made by [REDACTED] RAT [REDACTED] [REDACTED] ND [REDACTED] [REDACTED] A [REDACTED] AT [REDACTED] [REDACTED] ND [REDACTED] the "Guarantor") in favor of [REDACTED] K [REDACTED] F [REDACTED] BODA, New York Branch (together with its successors and assigns, the "Bank").

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement dated as of April 7, 2011 between **DANI II INC.**, a New York corporation (the "Borrower") and the Bank (as heretofore amended, supplemented, or otherwise modified, the "Existing Credit Agreement");

WHEREAS, the Guarantor guaranteed repayment of the obligations of the Borrower under the Existing Credit Agreement pursuant to its Guaranty Agreement dated as of April 7, 2011 in favor of the Bank (as heretofore amended, supplemented, or otherwise modified, collectively, the "Existing Guaranty");

WHEREAS, simultaneously with the execution and delivery of this Guaranty, (a) the Borrower and the Bank shall execute and deliver the Amended and Restated Credit Agreement dated as of the date hereof (as amended, supplemented, or otherwise modified from time to time, the "Agreement"), which Agreement amends and restates the Existing Credit Agreement and allow certain credit facilities to the Borrower in the aggregate principal sum of Nine Hundred Thousand Dollars (\$900,000.00) (hereinafter the "Credit Facilities");

WHEREAS, as a condition for executing the Agreement, Bank has required that the Guarantor amend and restate the Existing Guaranty in the form of this Guaranty;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings given them in the Agreement.

1. Guaranty

(a) In consideration of granting Credit Facilities, whether now existing or hereafter made by the Bank to the Borrower, including without limitation the Agreement and the Advances, or any forbearance by the Bank with respect to any thereof, the Guarantor hereby guarantees to the Bank and its successors and assigns, as primary obligor, and not merely as surety, the due, punctual and complete payment and performance, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower to the Bank under the Agreement (the "Obligations"). The Guarantor further agrees to pay any amounts received by the Bank for payment of any of the Obligations which are repaid by the Bank or recovered from the Bank in any Bankruptcy Case, by court order, under any agreement or otherwise, and this Guaranty shall remain in full force and effect for such amounts to the same extent as if the Bank had never received such amounts.