

**AMENDED AND RESTATED PROMISSORY NOTE**

\$700,000.00

January 9, 2014  
New York, New York

**FOR VALUE RECEIVED**, the undersigned, **NI II INC.**, a New York corporation (all of the aforesaid, collectively referred to hereinafter as the "Borrower"), located at 231 West 39<sup>th</sup> Street, New York, NY 10018, unconditionally promises to pay **ND P** the **er of K DA** (the "Bank") at its office **One Park Avenue**, New York, New York 10016 U.S.A. the principal amount of Seven Hundred Thousand Dollars (\$700,000.00), or the unpaid total principal amount of all of the amounts drawn as Overdrafts pursuant to the Amended and Restated Credit Agreement executed between the Borrower and the Bank dated as of the date hereof (the "Agreement") and to pay interest based on a year of 360 days of actual days elapsed on the unpaid principal amount hereof on or before the fifth day of each succeeding month, commencing on the last day of the month next following the date hereof at the Stipulated Rate of Interest (as defined herein) per annum until such principal amount shall be paid in full. Any amount of principal or interest remaining unpaid on the date when due, whether at maturity, by notice of prepayment, by acceleration or otherwise, shall bear interest at Default Rate of Interest (as defined herein) per annum from the date when due, until paid in full. As used herein, Stipulated Rate of Interest means one-half of one percent (0.50%) above the Prime Rate (as defined herein) and Default Rate of Interest means two percent (2%) above Stipulated Rate of Interest. Prime Rate means the floating commercial loan rate declared by the Bank from time to time and adopted by the Bank as its prime rate. The Prime Rate is a base rate for calculating interest on certain loans and is not intended to be and is not necessarily the lowest or most favorable rate charged by the Bank to any borrower or category of borrowers. "Business Day" means any day excluding Saturday, Sunday and any day that is a legal holiday under the laws of the State of New York and any day on which banking institutions located in such state are authorized by law or other governmental action to close. Whenever any payment to be made under this Note shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and any resulting extension of time shall in such case be included in the computation of the payment of interest.

This Note amends and restates the promissory note executed by the Borrower in favor of the Bank dated April 7, 2011. This Note is one of the Notes referred to in and is subject to (i) the Agreement as such may be amended, supplemented or modified from time to time; (ii) the Guaranty of Prabkirat Anand of even date herewith as such may be amended, supplemented or modified from time to time; and (iii) the other Credit Documents (as such term is defined in the Agreement), as may be amended, supplemented or modified from time to time.

Notwithstanding anything in this Note to the contrary, if the Note would at any