

EXHIBIT 5

LIMITED GUARANTY

THIS LIMITED GUARANTY ("Guaranty") is made on November 7, 2012, by G. Jerome Harvey, an individual, whose address is 17177 N. Laurel Park Drive, Suite 243, Livonia, Michigan 48152 ("Guarantor"), in favor of Callidus Capital Corporation of 77 King Street West, Suite 4320, Toronto, Ontario, Canada M5K 1K2 ("Lender") to induce Lender to make loans, extend or continue credit or some other benefit, to Harvey Industries LLC, a Michigan limited liability company ("Industries"), Harvey Property Management, LLC, a Michigan limited liability company ("Property"), Harvey Industries Die Casting, LLC, a Michigan limited liability company ("Die Casting"), and Harvey Holdings, LLC, a Michigan limited liability company ("Holdings" and together with Industries, Property and Die Casting, collectively the "Borrowers" and each individually a "Borrower"), and because Guarantor has determined that executing and delivering this Guaranty is in Guarantor's interest and to Guarantor's financial benefit. For valuable consideration, GUARANTOR AGREES AS FOLLOWS:

1. **GUARANTEE**. Subject to the last sentence of this section, Guarantor unconditionally and irrevocably guarantees to Lender the full and prompt payment when due of all indebtedness, liabilities and obligations of Borrowers to Lender, whether present or future, primary or secondary, absolute or contingent, direct or indirect, several, joint or joint and several, (collectively, "Obligations") including, without limit, the obligations and liabilities arising under or evidenced by the following:

Notes: the (i) \$15,000,000 Demand Revolving Note A of even date herewith made by Borrowers payable to Lender, (ii) \$1,000,000 Demand Revolving Note B of even date herewith made by Borrowers payable to Lender, (iii) \$5,700,000 Demand Single Advance Note C of even date herewith made by Borrowers payable to Lender, (iv) \$3,000,000 Demand Single Advance Note D of even date herewith made by Borrowers payable to Lender, (v) \$900,000 Demand Single Advance Note E of even date herewith made by Borrowers payable to Lender, and (vi) \$5,000,000 Demand Multiple Advance Note F of even date herewith made by Borrowers payable to Lender;

Agreement: the Loan Agreement dated of even date herewith made among Borrowers and Lender;

together with all of their respective extensions, renewals, modifications, substitutions or replacements;

together with expenses, costs and attorneys' fees, incurred by Lender in connection with the enforcement of this Guaranty and/or any obligations of the Borrowers to Lender. Lender may have immediate recourse against Guarantor for full and immediate payment of the Obligations at any time when the Obligations, or any portion, has not been paid when due (whether by acceleration or otherwise). All payments by Guarantor shall be made in lawful money of the United States of America and in immediately available funds. Guarantor's obligations under this Guaranty are limited to \$1,000,000 of the principal amount of the Obligations (the "Limited Guaranty Amount"), plus interest on the Limited Guaranty Amount, and the fees, costs and expenses incurred by Lender in connection with the enforcement of the Guaranty and/or any obligations of the Borrowers to Lender.

2. **NATURE OF GUARANTEE**. This is a guarantee of payment and not of collection. At any time when the Obligations, or any portion thereof, has not been paid when due (whether by acceleration or otherwise) Lender can require that Guarantor pay Lender the amounts owing under this Guaranty immediately, and Lender is not required to collect first from the Borrowers (or any of them), any collateral or any other person liable for the Obligations. No delay or stay in any acceleration of the Obligations, as against the Borrowers (or any of them), due to the application of any bankruptcy,

insolvency or other law or proceeding shall be effective under this Guaranty and Guarantor agrees to pay immediately any amount of the Obligations that would be due and payable but for such delay or stay. Guarantor's liability for payment of the Obligations shall be a primary obligation and shall be absolute and unconditional. Guarantor agrees that none of the following acts, omissions or occurrences shall diminish or impair the liability of Guarantor in any respect (all of which acts, omissions or occurrences may be done or occur without notice to Guarantor):

(a) Any extension, modification, indulgence, compromise, settlement or variation of any of the terms of the Obligations.

(b) Any assignment or transfer of any interest in any of the Obligations.

(c) The discharge or release of any obligations of the Borrowers (or any of them) or any other person now or hereafter liable on the Obligations, by reason of bankruptcy or insolvency laws or otherwise.

(d) The acceptance or release by Lender of any collateral, security or other guaranty from Guarantor, the Borrowers (or any of them) or any other person, or any settlement, compromise or extension with respect to any such collateral, security or other guaranty.

(e) The application or allocation by Lender of payments, collections or credits on the Obligations.

(f) The creation of any new Obligations by the Borrowers (or any of them).

(g) The making of a demand, or absence of demand, for payment of the Obligations, or giving, or failing to give, any notice of dishonor, protest, presentment or non-payment or any other notice.

(h) Any failure, omission or delay on the part of the Borrowers (or any of them), Guarantor or any other person now or hereafter liable on the Obligations, or anyone claiming by or through any of them, to comply with any instrument or agreement relating to any of the Obligations.

(i) To the extent permitted by law, any release or discharge, by operation of law, of Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty.

(j) Any merger or consolidation of the Borrowers (or any of them), Guarantor or any other person now or hereafter liable on the Obligations, into or with any other corporation or other entity, or any sale, lease or transfer of any of the assets of the Borrowers (or any of them) or Guarantor to any other person or entity.

(k) Any other occurrence or circumstance which might otherwise constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which might otherwise limit recourse against Guarantor.

The obligations of Guarantor set forth in this Guaranty constitute full recourse obligations of Guarantor, enforceable against Guarantor to the full extent of Guarantor's assets and properties. Guarantor's liability under this Guaranty is independent of Guarantor's liability under any other guaranty previously or subsequently executed by Guarantor as to all or any part of the Obligations, and may be enforced for the full amount of this Guaranty regardless of Guarantor's liability under any other guaranty.

3. **WAIVERS.** Without limiting the generality of the foregoing, Guarantor unconditionally waives (a) any right of subrogation to the rights of Lender against the Borrowers (or any of them); (b) Lender's acceptance of this Guaranty; (c) any set-offs or counterclaims against Lender which would otherwise impair Lender's rights against Guarantor; (d) any demand or notice of any action that Lender takes regarding the Borrowers (or any of them), anyone else, any collateral, or any Obligations, which Guarantor might be entitled to by law or under any other agreement; and (e) any requirement of diligence on the part of anyone.

4. **REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender as follows:

(a) Guarantor's legal residence is in the State of Michigan.

(b) Guarantor (i) is the sole member of Holdings and of Property, and (ii) holds 90% of the membership interests of Industries. Guarantor's interest in Holdings, Property and Industries are not subject to any assignment, claim, lien, encumbrance or agreement for sale, transfer or other disposition.

(c) The execution and delivery of this Guaranty, and the performance of the obligations imposed under this Guaranty, do not violate any law and do not conflict with any agreement by which Guarantor is bound, and do not require any consent or approval of any governmental authority or any third party. This Guaranty is a valid and binding agreement, enforceable according to its terms.

(d) All financial and other information, if any, furnished by Guarantor to Lender is accurate and fairly reflects in all material respects the financial condition of Guarantor on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates. Guarantor shall certify and furnish to Lender complete annual financial reports within [120 days] of the close of each calendar year, and shall further furnish to Lender copies of all tax returns filed by Guarantor within fifteen (15) days of the date of filing by Guarantor.

(e) There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending or, to the best knowledge of Guarantor, threatened against or affecting Guarantor, or any properties or rights of Guarantor, which, if adversely determined, could have a materially adverse effect upon the financial condition of Guarantor.

(f) Guarantor delivers this Guaranty based solely on Guarantor's independent investigation of (or decision not to investigate) the financial condition of the Borrowers and is not relying on any information furnished by Lender. Guarantor assumes full responsibility for obtaining any further information concerning each Borrower's financial condition, the status of the Obligations or any other matter which Guarantor may deem necessary or appropriate (now or later). Guarantor waives any duty on the part of Lender, and agrees that Guarantor is not relying upon nor expecting Lender to disclose to Guarantor any fact now or later known by Lender, whether relating to the operations or condition of each Borrower, the existence, liabilities or financial condition of any co-guarantor of the Obligations, the occurrence of any default with respect to the Obligations, or otherwise, notwithstanding any effect such fact may have upon Guarantor's risk under this Guaranty, or Guarantor's rights against the Borrowers (or any of them).

(g) Lender has made no representation to Guarantor as to the credit-worthiness of the Borrowers (or any of them), and that Guarantor is satisfied with the means that Guarantor has for obtaining from the Borrowers, on a continuing basis, financial and other information pertaining to each Borrower's financial condition.

5. **SECURITY.** To secure performance of Guarantor's obligations under this Guaranty, Guarantor grants to Lender a security interest in all account balances of Guarantor from time to time deposited with Lender, and all property of Guarantor from time to time in the possession of Lender. This Guaranty shall also be secured by and in accordance with the terms of any mortgage, security agreement, pledge, assignment or other agreement issued by Guarantor from time to time to or for the benefit of Lender. All property subject to any of the foregoing is referred to as the "Collateral". If Guarantor fails to pay any amount owing under this Guaranty, Lender shall have all of the rights and remedies provided by law or under any other agreement to liquidate or foreclose on the Collateral; including, without limit, the rights and remedies of a secured party under the Michigan Uniform Commercial Code. These rights and remedies shall be cumulative and not exclusive. If Guarantor is entitled to notice, that requirement will be met if Lender sends notice at least five (5) days prior to the date of sale, disposition or other event which requires notice. The proceeds of any sale shall be applied first to costs, then toward payment of the amount owing under this Guaranty. Lender is authorized to cause all or any part of the Collateral to be transferred to or registered in Lender's name or in the name of any designee of Lender. If any monies become available that Lender can apply to the Obligations, Lender may apply them in any manner it chooses. Lender may waive or delay enforcing any of its rights without losing those rights.

6. **OTHER GUARANTORS.** If more than one person signs this Guaranty, their duties and obligations under this Guaranty shall be joint and several. All references to Guarantor shall be to each or any two or more of them. Guarantor's duties and obligations under this Guaranty are joint and several with any other guarantor of the Obligations. If Lender elects to enforce its rights against all guarantors of the Obligations, that election shall not release Guarantor from its duties and obligations under this Guaranty. The compromise or release of any of the obligations of any of the other guarantors, or the Borrower, shall not serve to waive, alter or release Guarantor's obligations.

7. **REINSTATEMENT.** This Guaranty, and any agreement securing this Guaranty, shall continue to be effective, or shall be automatically reinstated, as the case may be, if at any time payment of all or any part of the Obligations is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower, or upon, or as a result of, the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any Borrower or any substantial part of any Borrower's property, or for any other reason, all as though such payments had not been made.

8. **CONTINUED RELIANCE.** Lender may continue to make loans or extend credit to the Borrowers (or any of them) based on this Guaranty until an officer of Lender receives written notice of termination from Guarantor. That notice shall be effective as of Lender's opening for business on the fifth (5th) day after receipt of the notice. If terminated, Guarantor will continue to be liable to Lender for any Obligations created, assumed or committed to at the time the termination becomes effective, and all subsequent renewals, extensions, modifications and amendments of such Obligations, in all cases subject to the limitations set forth in this Guaranty.

9. **MISCELLANEOUS.**

(a) This Guaranty shall be construed in accordance with the laws of the State of Michigan.

(b) For all purposes in respect to this Guaranty, Guarantor agrees to submit to the non-exclusive jurisdiction of the state and federal courts located in the Eastern District of Michigan.

(c) This Guaranty shall be binding upon the heirs, successors and assigns of Guarantor, and the rights and privileges of Lender under this Guaranty shall inure to the benefit of its successors and assigns.

(d) Any notice required from one party to another relating to this Guaranty shall be deemed effective if made in writing (including, by facsimile transmission) and mailed, faxed or delivered to the address or facsimile number specified for notices on signature pages hereto; or, as directed to the Guarantor or Lender, to such other address or number as shall be designated by such party in a written notice to the other. All such notices, requests and communications shall, when sent by overnight delivery, or faxed, be effective when delivered for overnight (next business day) delivery, or transmitted in legible form by facsimile machine (with electronic confirmation of receipt), respectively, or if mailed, upon the third business day after the date deposited into the U.S. mail, or if otherwise delivered, upon delivery; except that notices to Lender shall not be effective until actually received by Lender.

(e) Any amendment of this Guaranty shall be in writing and shall require the signature of Guarantor and Lender. Any waiver or consent to departure from compliance with this Guaranty must be in writing and signed by Lender.

(f) The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of the remaining provisions of this Guaranty. The use of headings does not limit the terms of this Guaranty.

(g) Any reference in this Guaranty to attorneys' fees shall refer to fees, charges, costs and expenses of in-house and outside attorneys and paralegals, whether or not a suit or proceeding is instituted, and whether incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding, in consultation with counsel, or otherwise.

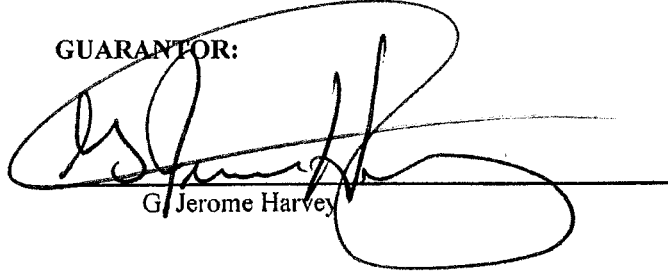
(h) **WAIVER OF JURY TRIAL. GUARANTOR AND LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS GUARANTY OR THE OBLIGATIONS.**

[End of Guaranty – Signature Page Follows]

[Signature Page – Limited Guaranty]

This Limited Guaranty is dated and effective as of the date stated above.

GUARANTOR:


G. Jerome Harvey

STATE OF SOUTH CAROLINA

COUNTY OF Aiken

The foregoing instrument was acknowledged before me on November 7th, 2012, by G. Jerome Harvey, who is known personally to me or provided license for identification.

Notary's
Stamp:

Notary's
Signature: 

Notary's Name: Lisam Shealy
Notary public, State of South Carolina, County of Aiken
My commission Expires: 5-15-2022
Acting in the County of: Aiken

REAFFIRMATION OF GUARANTY

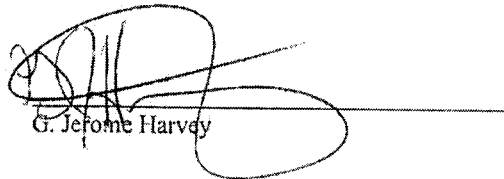
This Reaffirmation of Guaranty (this "Reaffirmation") is made as of May 30, 2013, by the undersigned ("Guarantor"), in favor of **Callidus Capital Corporation** ("Lender"). Guarantor executed for the benefit of Lender, with respect to the indebtedness of **Harvey Industries LLC**, a Michigan limited liability company, **Harvey Property Management, LLC**, a Michigan limited liability company, **Harvey Industries Die Casting, LLC**, a Michigan limited liability company, and **Harvey Holdings, LLC**, a Michigan limited liability company (each a "Borrower" and collectively, the "Borrowers") to Lender, a Limited Guaranty dated November 7, 2012 (the "Guaranty"). Guarantor wishes to reaffirm the Guaranty and, accordingly, Guarantor agrees as follows:

1. Guarantor hereby acknowledges and confirms that Borrowers and Lender have entered into (i) Amendment No. 1 to Loan Agreement of even date ("Loan Agreement Amendment"), which amends the Loan Agreement dated as of November 7, 2012 between Borrowers and Lender (the "Loan Agreement"), (ii) Amendment No. 1 to Demand Revolving Note A of even date ("Amendment to Demand Revolving Note A"), which amends the \$15,000,000 Demand Revolving Note A dated November 7, 2012 by Borrowers payable to Lender to increase its face amount to USD\$18,000,000 ("Note A"), and (iii) Amendment No. 1 to Demand Multiple Advance Note F of even date ("Amendment to Demand Multiple Advance Note F") and together with the Amendment to Demand Revolving Note A, the "Note Amendments", which amends the \$5,000,000 Demand Multiple Advance Note F dated November 7, 2012 by Borrowers payable to Lender to increase its face amount to USD\$10,000,000 ("Note F").

2. Guarantor consents to the Borrowers' execution and delivery to Lender of the Loan Agreement Amendment and the Note Amendments. The Guaranty is ratified and confirmed and shall remain in full force and effect, including with respect to the Loan Agreement, as modified, Note A, as modified, and Note F, as modified, and any and all of Borrowers' indebtedness to Lender evidenced thereby or otherwise, and Guarantor hereby reaffirm his obligations under the Guaranty. Notwithstanding any limitations set forth in the Guaranty, Guarantor specifically acknowledges amended Section 19.1(o) of the Loan Agreement and hereby (a) guarantees performance of the Credit Parties' obligations thereunder and (b) agrees that the receipt by the Credit Parties of any sum pursuant to that Section will not affect, or be deemed to satisfy or discharge, in any way the Guarantor's Limited Guaranty Amount as defined in the Guaranty and will not increase or decrease the \$1,000,000 amount that is stated therein.

3. The representations, warranties, and covenants set forth in the Guaranty and in each related document, agreement, and instrument remain true and correct, continue to be satisfied in all respects, and are legal, valid and binding obligations with the same force and effect as if entirely restated in this Reaffirmation.

4. Unless otherwise defined, all capitalized terms in this Reaffirmation shall be as defined in the Guaranty.


 G. Jerome Harvey

REAFFIRMATION OF GUARANTY

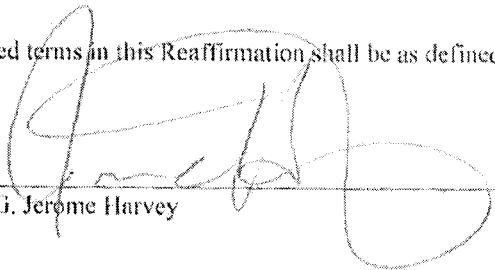
This Reaffirmation of Guaranty (this "Reaffirmation") is made as of August __, 2013, by the undersigned ("Guarantor"), in favor of **Callidus Capital Corporation** ("Lender"). Guarantor executed for the benefit of Lender, with respect to the indebtedness of **Harvey Industries LLC**, a Michigan limited liability company, **Harvey Property Management, LLC**, a Michigan limited liability company, **Harvey Industries Die Casting, LLC**, a Michigan limited liability company, and **Harvey Holdings, LLC**, a Michigan limited liability company (each a "Borrower" and collectively, the "Borrowers") to Lender, a Limited Guaranty dated November 7, 2012 (the "Guaranty"). Guarantor wishes to reaffirm the Guaranty and, accordingly, Guarantor agrees as follows:

1. Guarantor hereby acknowledges and confirms that Borrowers and Lender have entered into (i) Amendment No. 2 to Loan Agreement of even date ("Loan Agreement Amendment"), which amends the Loan Agreement dated as of November 7, 2012 between Borrowers and Lender, as amended (the "Loan Agreement"), and (ii) Amendment No. 2 to Demand Revolving Note A of even date ("Amendment to Demand Revolving Note A"), which amends the Demand Revolving Note A dated November 7, 2012 by Borrowers payable to Lender ("Note A") to increase its face amount to USD\$20,000,000.

2. Guarantor consents to the Borrowers' execution and delivery to Lender of the Loan Agreement Amendment and the Note Amendments. The Guaranty is ratified and confirmed and shall remain in full force and effect, including with respect to the Loan Agreement, as modified, and Note A, as modified, and any and all of Borrowers' indebtedness to Lender evidenced thereby or otherwise, and Guarantor hereby reaffirm his obligations under the Guaranty.

3. The representations, warranties, and covenants set forth in the Guaranty and in each related document, agreement, and instrument remain true and correct, continue to be satisfied in all respects, and are legal, valid and binding obligations with the same force and effect as if entirely restated in this Reaffirmation.

4. Unless otherwise defined, all capitalized terms in this Reaffirmation shall be as defined in the Guaranty.


G. Jerome Harvey