

GUARANTY OF EXPENSES

GUARANTY OF EXPENSES (this “**Guaranty**”), dated as of the 3rd day of February, 2015, made by [REDACTED] **PROPERTY GROUP, LLC**, a Delaware limited liability company, having an address at Fortis Property Group, LLC, 45 Main Street, Suite 800, Brooklyn, New York 11201 (the “**Company Guarantor**”), and **JOEL [REDACTED]**, an individual, having an address at c/o Fortis Property Group, LLC, 45 Main Street, Suite 800, Brooklyn, New York 11201 (the “**Individual Guarantor**”; the Company Guarantor and the Individual Guarantor are jointly, severally and collectively, the “**Guarantor**”) to **BANK LEUMI USA**, as administrative agent for the benefit of the Lenders under the Credit Agreement hereinafter defined, having an office at 579 Fifth Avenue, New York, New York 10017 (the “**Administrative Agent**”).

RECITALS:

A. FPG Maiden Lane , LLC, a Delaware limited liability company (the “**Borrower**”), Administrative Agent and certain lenders party thereto (the “**Lenders**”) have entered into that certain Credit Agreement of even date herewith (said Credit Agreement, as the same may hereafter be amended, being hereinafter referred to as the “**Credit Agreement**”).

B. Borrower, the Lenders and Administrative Agent have executed and delivered and/or in the future may execute and deliver to the Lenders building loan agreement(s) and project loan agreement(s), between Borrower, the Lenders and Administrative Agent (as the same may be amended, modified, supplemented or extended from time to time, collectively with the Credit Agreement, the “**Loan Agreements**”). Defined terms used herein which are not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreements.

C. The Administrative Agent and the Lenders have agreed to make to Borrower, subject to the terms and conditions of the Loan Agreements and the other Loan Documents, an acquisition loan, a building loan, a project loan, the Phase II Loan and the Supplemental Loan (collectively, the “**Loans**”) in the combined principal amount of up to \$120,000,000.

D. Pursuant to the terms of the Loan Agreements, the Borrower shall construct the Improvements on the Land in accordance with the Plans and the Loans shall be used by the Borrower to pay a portion of the cost of acquiring the Land and constructing the Improvements on the Land.

E. The Guarantor is a direct or indirect owner of the Borrower and expects to derive financial and other benefits from the Loans and entering into this Guaranty.

F. As a condition to the Administrative Agent’s and the Lenders’ obligations under the Loan Agreements and the other Loan Documents, the Guarantor is obligated to execute and deliver this Guaranty to the Administrative Agent, and the Administrative Agent and the Lenders are unwilling to accept the Loan Agreements and the other Loan Documents or make the Loans unless this Guaranty is so delivered by the Guarantor.