

NON-EXCLUSIVE COMMISSION AGREEMENT

1st THIS NON-EXCLUSIVE COMMISSION AGREEMENT ("Agreement") is made as of the 1st day of March, 2014 (the "Effective Date"), by and between RITTENHOUSE REALTY ADVISORS, LLC ("RRA") with a principal office address located at 1628 John F. Kennedy Boulevard, Second Floor, Philadelphia, Pennsylvania 19103 and UNIVERSAL COMMUNITY HOMES ("Seller"). RRA and Seller hereby agree as follows:

1. **PROPERTY.** Seller owns and is offering for sale the property located in Philadelphia, Pennsylvania and more fully described on Exhibit "A" attached hereto and made a part hereof ("Property"). Seller represents and warrants to RRA that Seller is not currently a party to any listing agreement with a Pennsylvania licensed real estate broker or sales agent for the sale of the Property or any interest in the Property.

2. **POTENTIAL BUYER.** RRA is currently working to secure a potential buyer for the property, namely Leo Addimando and/or Alterra Property Group and/or his/their assigns or nominees ("Buyer") and Seller hereby acknowledges that RRA may identify this potential Buyer for the Property.

3. **RRA'S FEE.** In the event that Seller sells, exchanges or otherwise conveys the Property to Buyer, Seller shall pay to RRA a fee ("Fee") equal to six percent (6%) of the sale price as consideration for RRA's time, effort and services in procuring Buyer. The paid referenced in this paragraph has been voluntarily negotiated by and between Seller and RRA.

4. **TERM.** This Agreement, and Seller's obligation to pay the Fee hereunder, applies solely to the Buyer identified in Paragraph 2. This Agreement commences upon the Effective Date and shall terminate upon the following: 1.) the consummation of the sale, exchange or conveyance to Buyer; or 2.) termination of any and all negotiations between Seller and Buyer. Notwithstanding the forgoing, Seller shall pay RRA the Fee if Seller is under contract to sell, exchange or otherwise convey the Property to Buyer within 180 days of the termination of this Agreement.

5. **PAYMENT.** Upon sale of the Property to Buyer, Seller shall instruct the closing agent to issue payment of the Fee directly to RRA from the proceeds of the sale. If the Property is otherwise conveyed to Buyer, Seller shall pay the Fee to RRA upon transfer of title to Buyer.

6. **NO COOPERATION.** RRA has not worked with or cooperated with any other broker in procuring the Buyer.

7. **DISPUTES.** The parties agree that any claim or disputes arising under this Agreement shall be decided by way of binding arbitration before a single arbitrator of the American Arbitration Association ("AAA") utilizing its Commercial Arbitration Rules. The parties agree to equally divide all costs charged by AAA in connection with the Arbitration. The Arbitration shall be held in Philadelphia, PA or the AAA location closest to Philadelphia, PA that is available to arbitrate any dispute. The prevailing party shall be entitled to recover, in addition to any damages awarded, the party's share of the AAA costs. The prevailing party shall be entitled to have the AAA award entered into a court of competent jurisdiction. Each party expressly waives its right to a trial, and specifically a trial by jury, in the event that there is a dispute arising from this Agreement.

8. **ATTORNEY'S FEES.** If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by either party of its obligations under this Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees and reasonable expenses incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom. As used in this paragraph, attorneys' fees shall be deemed to include the full and actual costs of any legal services actually performed in connection with the matters involved calculated on the basis of the usual fee charged by the attorney performing such services and shall not be limited to mean "reasonable attorneys' fees" as defined in any statute or rule of court.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of Agent and Buyer concerning the subject matter contained herein and supersedes any and all prior agreements, representations and/or understandings either oral or written. This Agreement shall only be modified or amended in writing and signed by both RRA and Buyer.

10. **GOVERNING LAW.** This Agreement shall be interpreted and governed in accordance with the law of the Commonwealth of Pennsylvania. In the event that any portion of this Agreement shall be deemed invalid or unenforceable, the remaining portions of this Agreement shall remain in effect to the extent permissible by law and.

11. **EXECUTION OF AGREEMENT.** This Agreement may be executed in counter-parts and transmitted to either party electronically; each count-part shall be deemed to be an original and all of the counter-parts together shall constitute a single document.

12. **CAPTIONS.** The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

13. **BINDING EFFECT.** This Agreement, when executed by both parties, shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. The individuals signing this Agreement on behalf of Seller and RRA represent that they are authorized to execute this Agreement and bind either Seller or RRA, as the case may be, to this Agreement. The individuals signing this Agreement on behalf of Seller and RRA represent that the execution of this Agreement shall not result in any breach of, or constitute a default under, any other agreement to which either Seller or RRA is a party.

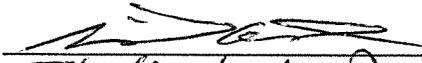
14. **REAL ESTATE RECOVERY FUND.** Pennsylvania has a Real Estate Recovery Fund to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation or deceit. For details about the Real Estate Recovery Fund, you may contact 800-822-2113.

15. **CONSUMER NOTICE.** Seller acknowledges receipt of the Consumer Notice adopted by the Pennsylvania Real Estate Commission attached hereto as Exhibit "B" and incorporated herein by reference.



IN WITNESS WHEREOF, the parties having read and fully understood all of the terms and conditions set forth above hereby accept this Agreement. Seller acknowledges receipt of a fully executed version of this Agreement.

SELLER: UNIVERSAL COMMUNITY HOMES

By:  Date: March 1, 2014
Name Shaked A. Dawan
Title Exec VP + CEO
Address 800 South 15th St
Phila PA 19146
Tel. No. 215-732-6518
Email sdawan@universalcompanies.org

RITTENHOUSE REALTY ADVISORS, LLC:

By: _____ Date: March _____, 2014
Corey Lonberger
Managing Partner

1628 John F. Kennedy Boulevard
8 Penn Center, Second Floor
Philadelphia, PA 19103
215-454-2852



EXHIBIT "A"

Address: 1524-1534 South Street; Philadelphia, Pennsylvania 19146
APN: 88-2921265
Lot Size: 0.26 Acres / 11,414 Square Feet
Zoning: C2

Address: 1520 South Street; Philadelphia, Pennsylvania 19146
APN: 30-1002800
Lot Size: 0.0 Acres / 1,138 Square Feet
Zoning: C2

Address: 1522 South Street; Philadelphia, Pennsylvania 19146
APN: 30-1002900
Lot Size: 0.04 Acres / 1,814 Square Feet
Zoning: C2

Address: 1536 South Street; Philadelphia, Pennsylvania 19146
APN: 30-1003100
Lot Size: 0.03 Acres / 1,376 Square Feet
Zoning: C2

Address: 1537 Kater Street; Philadelphia, Pennsylvania 19146
APN: 30-1018300
Lot Size: 0.02 Acres / 735 Square Feet
Zoning: C2

Address: 1539 Kater Street; Philadelphia, Pennsylvania 19146
APN: 30-1018400
Lot Size: 0.02 Acres / 735 Square Feet
Zoning: C2



EXHIBIT "B"
CONSUMER NOTICE