

## **Exhibit 18:**

Estate Option Agreement  
that demonstrates that the LifeWorks  
Affordable Housing Corporation  
has a contract to purchase  
the property from LifeWorks

## FIRST AMENDMENT TO REAL ESTATE OPTION AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE OPTION AGREEMENT (this "*Amendment*") is dated to be effective as of September 30, 2011, by and between **Youth and Family Alliance, d/b/a Lifeworks**, a Texas non-profit corporation ("*Seller*") and **LifeWorks Affordable Housing Corporation**, a Texas limited liability corporation ("*Buyer*"), who, for good and valuable consideration, agree as follows:

1. **Terms Used in Option Agreement.** Capitalized terms not otherwise defined herein shall have the same meaning as those contained in that certain Real Estate Option Agreement executed October 1, 2010, by and between Seller and Buyer (the "*Option Agreement*").

2. **Option Period.** The paragraph of Section 1.3 of the Option Agreement is deleted in its entirety and replaced with the following:

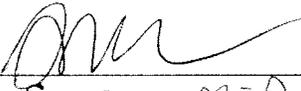
**“Option Period:** For the period commencing on the Effective Date, 10/1/2010, and ending at 5:00 p.m. on September 30, 2012 (the "*Initial Feasibility Period*"), Buyer shall have the right of investigation and inspection of the Property to determine whether or not the Property is suitable for Buyer’s intended use and otherwise acceptable to Buyer. The Buyer and Seller may extend the Initial Feasibility Period by mutual written agreement”

3. **Miscellaneous.** This Amendment is incorporated into the Option Agreement by reference. Other than this Amendment, the Option Agreement has not been modified or amended and is in full force and effect. This Amendment and the Option Agreement embody the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter, which are not expressly set forth in this Amendment and the Option Agreement. The Option Agreement may be amended only by a written instrument executed by the party to be bound thereby. The Option Agreement, as amended, shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement. The parties agree that this Amendment may be transmitted by facsimile machine, and the parties intend that faxed signatures shall constitute original signatures. A facsimile copy or any counterpart or conformed copy of this Amendment with the signature, original or faxed, of all of the parties shall be binding on the parties.

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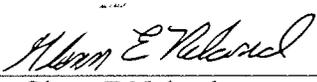
BUYER:

**Lifeworks Affordable Housing Corporation**  
(a Texas limited liability company)

By:   
Name: Susan M. Dowell  
Title: President

SELLER:

**Youth and Family Alliance, d/b/a Lifeworks**  
(a Texas non-profit corporation)

By:   
Name: Glenn E Neland  
Title: Chairman

## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made and entered into by and between Youth and Family Alliance, dba LifeWorks ("Seller") and LifeWorks Affordable Housing Corporation ("Purchaser") to be effective October 1, 2010 ("Effective Date").

### **Recitals:**

Seller is the owner of that certain approximately 5.889 acre parcel of real property situated in Travis County, Texas, being more particularly described on Exhibit "A" attached to and made a part of this Agreement ("Land").

Purchaser desires to acquire from Seller and Seller is willing to grant to Purchaser upon the terms and conditions set forth in this Agreement the exclusive right and option to purchase approximately 2.4 acres of the Land as more particularly described on Exhibit B attached to and made a part of this Agreement ("Property").

### **Agreement:**

In consideration of the mutual promises, covenants, and conditions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **1. Grant of Option**

**1.1 Grant of Option.** Seller grants to Purchaser, its successors and assigns, the exclusive right and option (the "Option") to purchase the Property for the Purchase Price (defined in Section 2) and upon the terms and conditions set forth in this Agreement.

**1.2 Payment of Option Fee.** In consideration of the Option herein granted by the Seller to Purchaser, Purchaser has paid to Seller the sum of One Hundred and No/100 Dollars (\$100.00) (the "Initial Option Fee"), which has been paid by check contemporaneously with the execution of this Agreement by Purchaser.

**1.3 Option Period.** The Option shall commence as of the Effective Date and shall expire at 11:59 p.m., local time in Travis County, Texas, on March 31, 2011, subject to extension as hereinafter provided (the "Initial Option Period"); provided, however, Purchaser may extend the Initial Option Period until 11:59 p.m., local time in Travis County, Texas, on September 30, 2011 (the "Extended Option Period"), by delivering to Seller written notice of such extension prior to the expiration of the Initial Option Period, accompanied by the additional sum of One Hundred and No/100 Dollars (\$100.00) ("Additional Option Fee"), payable by check. The Initial Option Period and the

Extended Option Period are collectively referred to as the "Option Period." The Initial Option Fee and the Additional Option Fee (if paid to Seller) are collectively referred to as the "Option Fee." The Option Fee, when paid, shall be non-refundable except as otherwise provided in this Agreement, but shall be applied to the Purchase Price at Closing.

**1.4 Exercise of Option.** Purchaser may exercise the Option by delivering written notice to Seller on or before the expiration of the Option Period. In the event Purchaser does not exercise the Option during the Option Period, then this Agreement and the Option shall automatically terminate at the expiration of the Option Period, and neither party shall have any continuing rights or obligations under this Agreement. If Purchaser exercises the Option, Purchaser's notice shall specify the date and time that the closing of the purchase and sale of the Property (the "Closing") will take place, which date shall be no later than sixty (60) days after the date of such notice.

## **2. Purchase Price**

The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the sale and conveyance of the Property shall be \$1,000,000; provided, however, that prior to the Closing the parties agree to obtain appropriate commercial appraisal(s) to determine that the Purchase Price reflects a commercially reasonable price at the time of Closing; and provided further that, in the event such commercial appraisal(s) determine a valuation for the Property of ten percent greater or less than the Purchase Price, the parties agree to work together in good faith to adjust the Purchase Price at Closing to reflect a commercially reasonable price mutually acceptable to the parties. The Purchase Price shall be payable to Seller in cash at Closing by cashier's check or wire transfer.

## **3. Inspection; Survey**

**3.1 Right of Entry.** During the Option Period, Purchaser, its agents, employees, consultants, or invitees shall have the right to enter upon the Land to inspect the Property and/or to conduct feasibility studies regarding the Property. Purchaser's studies may include, but not be limited to appraisals; surveys; core borings; environmental and architectural tests and investigations; and physical inspections of all improvements, fixtures, equipment, subsurface soils and structural members. Purchaser, its agents, employees, consultants and invitees shall have the right of entry onto the Property during normal business hours for purposes of said studies, inspections, tests and examinations deemed necessary by Purchaser. All said studies, tests, inspections and examinations shall be at Purchaser's expense. In the event Purchaser does not consummate the purchase of the Property, Purchaser agrees to repair any damage to the Property caused by any inspections or tests performed by or on behalf of Purchaser during the Option Period.

**3.2 Survey.** Purchaser may, at Purchaser's sole cost and expense, obtain and cause to be furnished to Seller and the Title Company a copy of a current on-the-ground survey of the Property (the "Survey") consisting of a plat and field notes of the Property prepared and certified as to all matters shown thereon by a surveyor licensed by the State of Texas and acceptable to Purchaser ("Surveyor"). The Surveyor shall certify on the Survey the Net Acres within the perimeter boundaries of the Property. "Net Acres" shall mean the gross acres within the perimeter boundaries of the Property less the number of acres within public rights of way and exclusive easements. Upon delivery of the Survey to Seller and Purchaser, this Agreement shall be deemed amended to delete the Exhibit "B" attached hereto and to substitute as Exhibit "B" to this Agreement the field notes accompanying the plat of Survey.

#### **4. Title**

Within one hundred and 20 (120) days after the Effective Date, Purchaser shall, at Purchaser's sole cost and expense, cause to be furnished to Seller (i) a title commitment ("Commitment"), together with legible copies of all documents and plats, if any, which are shown as Schedule B or C exceptions on the Commitment ("Title Documents") issued by a title company mutually and reasonably acceptable to the parties ("Title Company") showing Seller as the record title owner of the Property by the terms of which Title Company agrees to issue to Purchaser at Closing, at Seller's expense, an owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price on the standard form therefor promulgated by the Texas Department of Insurance insuring Purchaser's fee simple title to the Land to be good and indefeasible subject to the terms of such policy and the Schedule B exceptions, and (ii) a current tax certificate. The standard printed exceptions shall be modified as follows: (a) the exception relating to restrictive covenants shall be deleted if no restrictive covenants affect the Property or all restrictive covenants of record affecting the Property shall be listed, (b) at Purchaser's election and expense, the exception relating to boundaries, etc., shall be modified to read "shortages in area," and (c) the exception as to standby fees, taxes and assessments shall be modified to refer to taxes for the year in which Closing occurs. In addition, no exceptions shall be made to rights of parties in possession or unrecorded leases. On or before thirty (30) days after Purchaser's receipt of the last of the Commitment, the Survey and Title Documents, Purchaser shall provide Seller with written notice of any objections to the Schedule B exceptions or any condition of the Property as revealed by the Survey or survey information. All Schedule C items set forth in the Commitment shall be satisfied by Seller, at Seller's expense, at or prior to Closing. All objections raised by Purchaser in the manner herein provided are hereinafter called "Objections." Seller shall use all reasonable efforts to cure all Objections within thirty (30) days after Seller's receipt of Purchaser's notice of such Objections. In the event Seller has not cured all Objections within thirty (30) days of receipt of notice of Purchaser's Objections, Purchaser may, at its election, prior to the expiration of the Option Period: (a) terminate this Agreement in its entirety by giving Seller written notice, whereupon Seller shall promptly and immediately fully refund the

Option Fee to Purchaser, and neither party to this Agreement shall thereafter have any further rights, liabilities or obligations hereunder; or (b) waive any such uncured Objections. The term "Permitted Exceptions" shall include and be limited to: (a) all Schedule B exceptions not objected to by Purchaser within the period herein provided; (b) the printed Schedule B exceptions modified in the manner herein provided; and (c) any Objections which are waived in the manner herein provided. Provided, however, the term "Permitted Exceptions" when used in connection with the Deed (as hereinafter defined) shall not include the printed Schedule B exceptions in the Commitment. Purchaser may present an updated commitment to Seller prior to Closing, and any matters reflected thereon not previously reflected on the original Commitment shall be objections to title giving rise to the same remedies of Purchaser contained in this Section 4.

## **5. Representations, Warranties, and Covenants**

**5.1 Seller's Representations and Warranties.** Seller represents and warrants to Purchaser the following in addition to any other representations and warranties made by Seller herein, which shall be true and accurate as of the date this Agreement is fully executed and as of the Closing Date, and shall survive the Closing:

(a) There are no parties in possession of any portion of the Property (other than Seller) or any parties claiming adverse possession of the Property, and no party has been granted any license, lease or other right relating to the use or possession of the Property except as may be reflected by the Commitment;

(b) Seller now has and at Closing Seller will have and will convey to Purchaser good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions;

(c) There is no pending, threatened or contemplated litigation, or condemnation or similar proceeding, charge or special assessment affecting the Property or any part thereof. Seller shall promptly advise Purchaser of any litigation, condemnation or assessments affecting the Property which is instituted or threatened after the date this Agreement is fully executed; and

(d) Seller has all requisite power and authority to execute, deliver and perform this Agreement and all instruments and agreements contemplated hereby and the individual executing this Agreement on behalf of Seller has been duly authorized to do so.

By executing and delivering the documents listed in Section 7.2, Seller shall be deemed to have made all of the foregoing representations and warranties as of Closing. Should any of the foregoing representations and warranties be found to be incorrect prior to Closing, Seller shall notify Purchaser and cure same by Closing. If Seller is

unable to cure same by Closing, at Purchaser's option Closing shall be postponed until five (5) business days following Purchaser's receipt of proof satisfactory to Purchaser that such matters have been cured. Provided, however, if Seller is unable to cure same within thirty (30) days after the originally scheduled Closing Date, Purchaser shall be entitled either to waive same and close this transaction, exercise its rights pursuant to Section 6 hereof, or terminate this Agreement. In the event Purchaser elects to terminate this Agreement, Seller shall promptly and immediately fully refund the Option Fee to Purchaser, and neither party to this Agreement shall thereafter have any further rights, liabilities or obligations under this Agreement.

**5.2 Seller's Covenants.** Seller covenants and agrees with Purchaser that during the Option Period and until Closing, if the Option is exercised:

(a) Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Seller will notify Purchaser of the pendency of such proceedings.

(b) Seller will advise Purchaser promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice.

(c) Seller will not encumber the Property or grant any interest in, or allow any encumbrance upon title to the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.

(d) Seller will maintain the Property in the same condition and in the same manner as existed on the Effective Date, ordinary wear and tear and the following items excepted:

- 1) Use of property as staging area for the construction of the LifeWorks Office Building
- 2) Construction of access road off Lyons Street that will be a part of Lot 2;
- 3) Construction of Water Quality Pond on Lot 2 to serve Lot 1 and Lot 2
- 4) Construction of water line in Lot 2 to serve future Lot two structures
- 5) Construction of electrical conduit in Lot 2 to service future Lot 2 structures
- 6) Re-grading of Lot 2 to comply with drainage requirements to the LifeWorks Office Building Site Plan.

(e) Seller will not enter into any contracts or leases affecting the Property without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.

(f) Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties, covenants and agreements of Seller contained in this Agreement.

**5.3 Purchaser's Right to Inspect.** Within sixty Days (60) days after the Effective Date, Seller shall furnish to Purchaser copies of the following (collectively, the "Documents") to the extent in Seller's possession or control:

(a) All environmental reports, evaluations, soils tests results, engineering reports, maps, traffic studies, flood control plans, drainage plans, and any and all other reports, studies or the like relating to the Property;

(b) All notices from any governmental agencies affecting the Property, including property tax information;

(c) All existing surveys and plats of the Property;

(d) All licenses, permits and other governmental licenses or approvals relating to the Property;

(e) All appraisals performed on the Property;

(f) All contracts affecting the Property and any information in Seller's possession or within its control relating to legal disputes or issues relating to the Property; and

(g) All soil analyses, geophysical reports and all other documents related to the Property's physical condition.

**5.4 Governmental Approvals.** In the event that the approval of any governmental entity, including but not limited to subdivision approval, zoning, rezoning, special permits, environmental permits or variances, is required for Purchaser's intended use of the Property, Seller agrees to promptly execute any forms and applications that Purchaser reasonably requests, but the burden of obtaining such approvals shall be borne by Purchaser at its expense. Seller agrees to cooperate with Purchaser in pursuing the foregoing.

**5.5 Unified Development Agreement; Further Assurances.** Prior to the Closing, the parties agree to identify and develop plans, procedures and policies to address issues of mutual interest applicable to each party's intended and actual use of the Land and Property, including but not limited to the relative rights and responsibilities of the parties regarding shared access, parking, development and maintenance of water quality pond and related matters. The parties may enter into a Unified Development Agreement or other appropriate arrangement to identify and agree to such issues, and

the execution of such document or agreement to such arrangement shall be a condition to the Closing. The parties agree to work reasonably and in good faith to enter into such agreement or arrangement, to prepare and execute such documents and do such other things as may be reasonably necessary to effectuate the intent of this Agreement and the intended and actual respective uses by Seller of the Land and Purchaser of the Property.

## 6. Remedies

**6.1 Seller's Remedies.** In the event Purchaser fails to perform its obligations pursuant to this Agreement for any reason except (i) Seller's failure to cure any Objection not waived by Purchaser, (ii) the incorrectness or breach of any of Seller's representations, warranties or covenants, (iii) other failure by Seller to perform under this Agreement, or (iv) Purchaser's timely termination of this Agreement in accordance with its provisions, Seller shall be entitled as its sole and exclusive remedy to terminate this Agreement and retain the Option Fee as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the amount of the Option Fee is a fair estimate of those damages which has been agreed to in an effort to cause the amount of said damages to be certain.

**6.2 Purchaser's Remedies.** In the event Seller fails to perform its obligations pursuant to this Agreement or if any of Seller's representations and warranties are not true as of the Effective Date or on the Closing Date, Purchaser shall be entitled to: (i) terminate this Agreement and receive promptly and immediately a full refund from Seller of the Option Fee; (ii) waive the default and close; or (iii) seek such other relief as may be provided by law or in equity, including a suit for money damages.

**6.3 Attorney's Fees.** In the event any litigation arises out of this Agreement between the parties, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees, expenses and costs of court expended or incurred in connection with such litigation.

## 7. Closing

**7.1 Closing Date.** The Closing shall be held at the offices of the Title Company (or such other location as may be mutually agreed upon by Seller and Purchaser) on the date specified for Closing by Purchaser in its notice pursuant to Section 1.4 (the "Closing Date") which shall in no event be later than sixty (60) days after the date of Purchaser's notice of its exercise of the Option.

### **7.2 Closing Matters.**

(a) At Closing, Seller shall:

(i) Cause the Title Policy to be issued to Purchaser by the Title Company, at Seller's expense;

(ii) To the extent available and in Seller's possession, deliver copies of all necessary permits issued by appropriate governmental authorities and utility companies relating to the Property;

(iii) Deliver actual possession of the Property, free and clear of all tenancies of every kind and any rights of use or occupancy; and

(iv) Deliver such evidence of Seller's capacity and authority for the closing of this transaction as Title Company and Purchaser's counsel may require.

(b) At Closing, Seller shall execute, deliver and acknowledge the following documents:

(i) A special warranty deed ("Deed") in form and substance acceptable to Purchaser, conveying the Property subject only to liens securing standby fees, taxes and assessments by any taxing authority for the year of Closing and subsequent years and the Permitted Exceptions;

(ii) A bill of sale and assignment in form and substance acceptable to Purchaser conveying any development rights in connection with the Property; and

(iii) Affidavits sufficient to permit the Title Company to delete any exceptions on the Title Policy relating to parties in possession and mechanic's or material men's liens and such other affidavits or documents reasonably requested by Title Company or Purchaser to effectuate the terms of this Agreement.

(c) At Closing, Purchaser shall:

(i) Deliver the Purchase Price (the Option Fee being applied thereto) to the Title Company; and

(ii) Execute any and all documents reasonably required by Title Company.

(d) All ad valorem and similar taxes and assessments applicable to the Property (other than rollback taxes), all utilities charges owing in connection with the Property, and any items of income or expense from the Property for the calendar year in which Closing occurs shall be prorated at Closing effective as of the Closing Date. If the ad valorem taxes for the year of Closing are not known, taxes shall be estimated based on taxes for the year prior to Closing. After the taxes for the year of Closing are

known, adjustments, if needed, will be made between the parties. Purchaser shall be responsible for any real property taxes and assessments assessed against the Property pursuant to tax statements issued after the Closing relating to any taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, except for any payment due by virtue of Seller's change in use of the Property prior to Closing or failure to qualify for an exemption or special valuation claimed by it. Seller shall pay for any taxes, penalties and interest arising from Seller's failure to so qualify or Seller's change in use. The provisions of this Section 7.2(d) shall survive Closing.

**7.3 Closing Costs.** Seller shall pay the cost of tax certificates, recording the Deed and the cost of the Title Policy (except the premium for the "survey deletion" and any Title Company inspection fees, which shall be paid by Purchaser). Any escrow fee charged by the Title Company shall be paid by Purchaser. Purchaser shall pay all costs for the Survey and the preparation of the Deed. Seller shall be responsible for paying any amounts required to release liens against the Property, and delinquent ad valorem property taxes, assessments or other taxes, (including any interest or penalties thereon). Except as otherwise provided in Section 6.3, each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction which is the subject of this Agreement.

**7.4 Real Estate Commissions.** Seller warrants and represents that it has not used the services of a real estate broker in connection with the sale of the Property. Each party does hereby agree to indemnify, defend and hold the other harmless from and against the payment of any commission to any person or entity claiming by, through or under Seller or Purchaser, as applicable, with respect to the services claimed to have been rendered in connection with the execution of this Agreement or the transaction set forth herein, and, notwithstanding anything herein to the contrary, this indemnity shall survive the Closing or termination of this Agreement.

## **8. Condemnation**

If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before thirty (30) days prior to Closing, Purchaser shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds. In the event Purchaser elects to terminate this Agreement under this Section 8.01, Seller shall promptly and immediately fully refund the Option Fee to Purchaser, and neither party to this Agreement shall thereafter have any further rights, liabilities or obligations hereunder.

## 9. Provisions of General Application

**9.1 Entire Agreement.** This Agreement constitutes the entire agreement of the parties as to the subject matter of this Agreement and shall supersede any and all prior agreements and understandings of the parties, whether oral or written. This Agreement can be amended or modified only by written agreement executed by Seller and Purchaser.

**9.2 Binding; No Assignment.** This Agreement and its terms, covenants, and conditions shall be covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties. Purchaser shall have the right to assign its rights under this Agreement only with the prior written consent of Seller.

**9.3 Notice.** Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served by depositing the same in the United States mail, postage paid, registered or certified, and addressed to the party to be notified, with return receipt requested; by delivering the same to such party (or an agent of such party) via hand delivery or overnight courier; or by sending a facsimile transmission. Notices shall be addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be effective upon deposit of same in the United States mail. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Seller:                      Youth and Family Alliance, dba LifeWorks  
3700 South 1<sup>st</sup> Street  
Austin, Texas 78704  
Attention: Susan McDowell, Executive Director

If to Purchaser:                      LifeWorks Affordable Housing Corporation  
3700 South 1<sup>st</sup> Street  
Austin, Texas 78704  
Attention:

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

**9.4 Time.** Time is of the essence in all things pertaining to the performance of this Agreement.

**9.5 Place of Performance.** This Agreement is made and shall be performable in Travis County, Texas and shall be construed and enforced in accordance with the laws of the State of Texas.

**9.6 Section Headings.** The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

**9.7 Business Days.** In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. The term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

**9.8 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

**9.9 Memorandum of Option.** Seller and Purchaser agree to execute a Memorandum of Option in substantially the form of Exhibit "C" attached to and made a part of this Agreement, in recordable form, which Purchaser may record at Purchaser's expense in the Real Property Records of the county in which the Property is located. In the event the Option is not timely exercised, Purchaser shall, upon Seller's written request, promptly execute a release of any Memorandum of Option in recordable form.

**9.10 Exhibits.** All references to exhibits are references to exhibits attached to this Agreement, all of which are made a part of this Agreement. It is expressly understood that if any exhibit attached to this Agreement which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained in and as contemplated by this Agreement prior to or at the time of execution and delivery.

**Seller:**

Youth and Family Alliance, dba LifeWorks

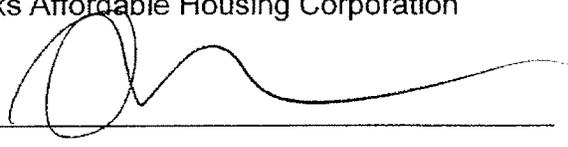
By: 

Name: Richard A. Martin

Title: Chair

**Purchaser:**

LifeWorks Affordable Housing Corporation

By: 

Name: Susan McDowell

Title: President

**Exhibit A**

**Legal Description of the Land**



5.889 ACRES  
LIFEWORCS SUBDIVISION  
AUSTIN, TEXAS

FN NO. 09-163(ACD)  
JUNE 11, 2009  
BPI JOB NO. 2047-02

**DESCRIPTION**

OF A 5.889 ACRE TRACT OUT OF OUTLOT 36, DIVISION A, OF THE GOVERNMENT OUTLOTS ADJOINING THE ORIGINAL CITY OF AUSTIN, TEXAS, ACCORDING TO THE MAP OR PLAT ON FILE AT THE TEXAS GENERAL LAND OFFICE, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THAT CERTAIN 5.771 ACRE TRACT CONVEYED TO PLEASANT LYONS PROPERTIES, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2008045191, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; ALSO BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO MYERS PARSONS, BY DEED OF RECORD IN VOLUME 7609, PAGE 106, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5.889 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found on the southerly line of that certain 9.950 acre tract conveyed to Austin Community College, by Deed of record in Volume 12792, Page 1171, of the Real Property Records of Travis County, Texas, being the northeasterly corner of Lot B, Pleasant Valley Section 3, a subdivision of record in Volume 70, Page 89, of the Plat Records of Travis County, Texas, for the northwesterly corner of said 5.771 acre tract and hereof;

**THENCE**, S69°35'47"E, along the southerly line of said 9.950 acre tract, for the northerly line of said 5.771 acre tract and hereof, a distance of 410.16 feet to a 1/2-inch iron rod with cap set at the southeasterly corner of said 9.950 acre tract, being the southwesterly corner of Lot 1, Glenmar Subdivision, of record in Volume 22, Page 11, of said Plat Records, also being the northwesterly corner of Lot 13, Pleasant Valley-Sec. 2, a subdivision of record in Volume 55, Page 94, for the northeasterly corner of said 5.771 acre tract and hereof;

**THENCE**, S20°38'13"W, in part along the westerly line of said Pleasant Valley-Sec. 2, in part along the westerly line of Lot 1, Block B, Pleasant Valley Sec. 1, a subdivision of record in Volume 35, Page 40, of said Plat Records, and in part along the northerly right-of-way line of Lyons Road (R.O.W. Varies), for the easterly line of said 5.771 acre tract and hereof, a distance of 659.06 feet to a 1/2-inch iron rod with cap set at an angle point in said northerly right-of-way line, for the southeasterly corner of said 5.771 acre tract and hereof;

**THENCE**, N68°43'39"W, along said northerly right-of-way line of Lyons Road, in part along the southerly line of said 5.771 acre tract and in part along the southerly line of the remainder of said Parsons Tract, for the southerly line hereof, a distance of 291.41 feet to a 1/2-inch iron rod with cap set at the intersection of said northerly right-of-way line of Lyons Road and the easterly right-of-way line of Pleasant Valley Road (R.O.W. Varies), for the southwesterly corner hereof;

FN NO. 09-163(ACD)  
JUNE 11, 2009  
PAGE 2 OF 2

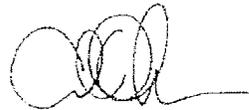
THENCE, along said easterly right-of-way line of Pleasant Valley Road, being the westerly line of the remainder of said Parsons tract, for a portion of the westerly line hereof, along a non-tangent curve to the left, having a radius of 550.87 feet, a central angle of  $22^{\circ}58'39''$ , an arc length of 220.92 feet, and a chord which bears  $N12^{\circ}05'47''W$ , a distance of 219.44 feet to a 1/2-inch iron rod with cap set at an angle point in said easterly right-of-way line, for an angle point;

THENCE,  $N20^{\circ}37'27''E$ , in part along said easterly right-of-way line, at 21.62 feet passing a 1/2-inch iron rod found at the southeasterly corner of said Lot B, and continuing in part along the easterly line of said Lot B, being the westerly line of said 5.771 acre tract, for a portion of the westerly line hereof, for a total distance of 469.56 feet to the POINT OF BEGINNING, and containing 5.889 acres (256,509 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(93), REFERENCED TO CITY OF AUSTIN GPS CONTROL MONUMENTS L-21-1001, L-21-2002, K-22-1001, AND K-22-3001.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

BURY & PARTNERS, INC.  
ENGINEERING SOLUTIONS  
221 WEST SIXTH ST., SUITE. 600  
AUSTIN, TEXAS 78701



ABRAM C. DASHNER  
NO. 5901  
STATE OF TEXAS

6-11-09



**Exhibit B**

**Legal Description of Property**

# LIFEWORKS SUBDIVISION



VICINITY MAP  
N.T.S.

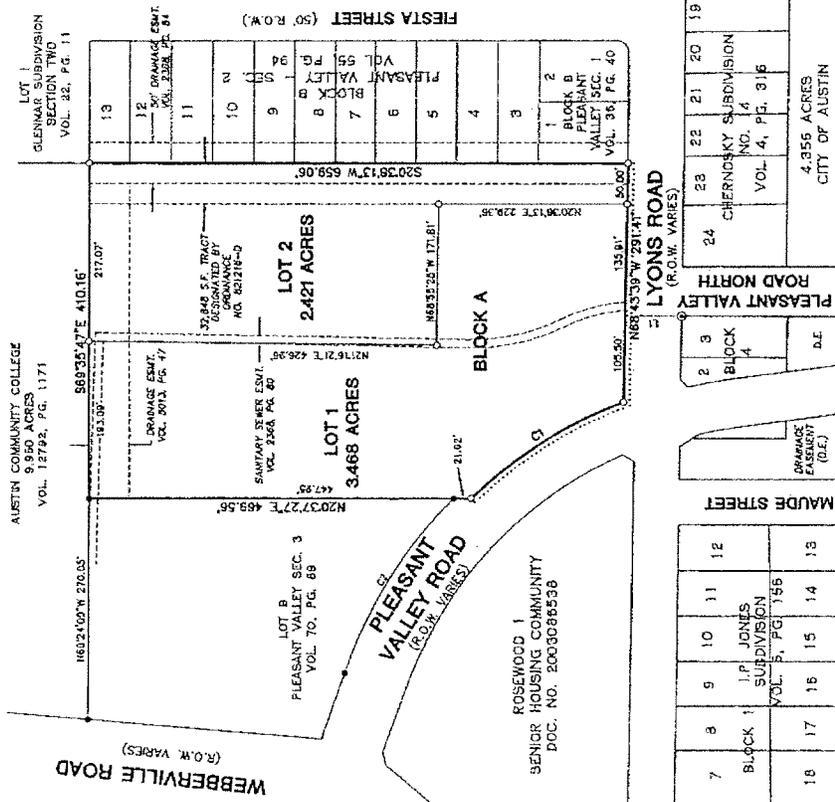
**BEARING BASIS:**  
THE BASE OF BEARINGS SHOWN HEREON IS THE TEXAS GOVERNMENT SYSTEM, CENTRAL ZONE, AND IS ACCORDING TO THE FOLLOWING DEEDS:  
L-21-1001, L-21-1002, N-12-1001, AND N-22-1001.

**LINE TABLE**

LINE	BEARING	LENGTH
1	S21°10'21"W	70.33

**CURVE TABLE**

LINE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
10	S21°10'21"W	70.33	S19°44'	127.14
11	S21°10'21"W	70.33	S19°44'	127.14
12	S21°10'21"W	70.33	S19°44'	127.14



**PLEASANT VALLEY ROAD NORTH**

LOT	ACRES
1	0.15
2	0.15
3	0.15
4	0.15
5	0.15
6	0.15
7	0.15
8	0.15
9	0.15
10	0.15
11	0.15
12	0.15

**CHERNOSKY SUBDIVISION**

LOT	ACRES
1	0.15
2	0.15
3	0.15
4	0.15
5	0.15
6	0.15
7	0.15
8	0.15
9	0.15
10	0.15
11	0.15
12	0.15
13	0.15
14	0.15
15	0.15
16	0.15
17	0.15
18	0.15
19	0.15
20	0.15
21	0.15
22	0.15
23	0.15
24	0.15

LIFEWORKS SUBDIVISION  
A TWO LOT SUBDIVISION  
CONSISTING OF 5.889 ACRES  
DATE: JUNE 2009  
PREPARED BY:

**Bury+Partners**  
ENGINEERING SOLUTIONS  
241 Park Blvd, Suite 500  
Austin, Texas 78701  
Tel: (512) 250-8811 Fax: (512) 250-2005  
TEDE Registration Number 11044  
Bury+Partners, Inc. ©Copyright 2009

# LIFEWORKS SUBDIVISION

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS §  
 THAT PLEASANT LYONS PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS BEEN GRANTED A FLOOD PLAIN MAP FROM THE TEXAS FLOOD PLAIN MAP ACT OF 2004, WHICH PROVIDES THAT CERTAIN SEVER ABLE TRACTS OF LAND OUT OF COUNTY, TEXAS, DIVISION A OF THE GOVERNMENT OUTLOTS ADMINDED TO THE ORIGINAL CITY OF AUSTIN, TEXAS, BEING THE TRACT DESCRIBED IN THE FLOOD PLAIN MAP, HAS BEEN DEDICATED TO PLEASANT LYONS PROPERTIES, LLC BY DEED OF RECORD IN LAND RECORDS NO. 200804587 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE TRACT CONVEYED TO AUSTIN PARKING BY DEED OF RECORD IN LAND RECORDS NO. 200804587 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY AGREE TO SUBMIT THE TRACT TO THE PUBLIC USE OF THE STREETS AND EASEMENTS HEREBY SUBJECT TO CITY EASEMENTS PREVIOUSLY GRANTED BUT NOT RELEASED, PURSUANT TO THE AUSTIN CITY CODE.

BY: ROMANION GUNO MANUVATTI DATE \_\_\_\_\_  
 PLEASANT LYONS PROPERTIES, LLC  
 8605 ROYAL WILLOW  
 RICHMOND, TX 77469

STATE OF TEXAS §  
 COUNTY OF \_\_\_\_\_ §  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, BY \_\_\_\_\_  
 KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT WAS EXCLUDED FOR THE PURPOSES THEREOF, EXPRESS AND IN THE COMPANY THEREIN STATED.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008 A.D.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
 IN AND FOR THE STATE OF TEXAS.

FLOOD PLAIN NOTE:  
 NO PORTION OF THIS TRACT LIES WITHIN THE 100 YEAR FLOODPLAIN AREAS DETERMINED BY THE TEXAS FLOOD PLAIN MAP ACT OF 2004, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48040C0240, DATED SEPTEMBER 24, 2004 FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS.

ENGINEER'S CERTIFICATION:  
 I, GABRIEL A. DASHNER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS INSTRUMENT COMPLETES THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERING STANDARDS AND CODES WITH THE EXCEPTION OF THE FLOOD PLAIN MAP, WHICH IS BEING PROVIDED AS A SEPARATE INSTRUMENT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 GABRIEL A. DASHNER  
 DATE: 6-11-09  
 TEXAS REGISTRATION NO. 93423  
 DARYL & PARTNERS, INC.  
 1000 WEST 53RD STREET, SUITE 800  
 AUSTIN, TEXAS 78759

SURVEYOR'S CERTIFICATION:  
 I, ARNOLD C. DASHNER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THIS INSTRUMENT COMPLETES THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERING STANDARDS AND CODES WITH THE EXCEPTION OF THE FLOOD PLAIN MAP, WHICH IS BEING PROVIDED AS A SEPARATE INSTRUMENT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 ARNOLD C. DASHNER  
 DATE: 6-11-09  
 TEXAS REGISTRATION NO. 5901  
 BRYAN & PARTNERS, INC.  
 1000 WEST 53RD STREET, SUITE 800  
 AUSTIN, TEXAS 78759



- GENERAL NOTES:
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
  - ALL UTILITIES SHALL BE LOCATED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY STANDARDS. THE SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY STANDARDS. ALL UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY STANDARDS. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY OF AUSTIN FOR THE UTILITY CONSTRUCTION.
  - FACILITIES FOR OFF-STREET LOADING AND UNLOADING SHALL BE PROVIDED FOR ALL NON-RESIDENTIAL USES.
  - ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROL SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
  - APPROPRIATE TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW AND APPROVAL. ALL DRAINAGE PLANS SHALL BE PREPARED BY AN ENGINEER LICENSED IN THE STATE OF TEXAS AND SHALL BE FILED TO THE AUSTIN CITY ENGINEER'S OFFICE.
  - NO BUILDING, FENCES, LANDSCAPING OR OTHER BUSHY STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN.
  - PROPERTY OWNERS SHALL PROVIDE ACCESS TO EGRESS AS REQUIRED BY CITY OF AUSTIN STANDARDS AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AGENCY.
  - PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THIS PLAT. LOTS ADJACENT TO PUBLIC SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. THE CITY OF AUSTIN STANDARDS SHALL APPLY TO ALL UTILITIES, INCLUDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY (LDC 25-6-331).
  - BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
  - THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS AND FOR THE MAINTENANCE OF SUCH IMPROVEMENTS. THE CITY OF AUSTIN STANDARDS SHALL BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
  - AUSTIN ENERGY HAS THE RIGHT TO REMOVE AND/OR REMOVE TREES, SHRUBBERY AND OTHER VEGETATION TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SUCH REMOVALS WITHIN CHAPTER 25-6 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
  - PRIOR TO CONSTRUCTION, DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN, ON EACH LOT, PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE SECTION 25-6-18), AND THE ENVIRONMENTAL CRITERIA MANUAL.
  - TEMPORARY EROSION PROTECTION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION COVER IN EXCESS OF 20% OF THE LOT SURFACE AREA OF THE LOT.
  - THE CITY OF AUSTIN LAND DEVELOPMENT CODE SECTION 25-6-21) AND 25-6-214.
  - THIS SUBDIVISION IS LOCATED WITHIN THE BOODY CREEK WATERSHED WHICH IS CLASSIFIED AS AN URBAN WATERSHED AND SHALL BE DEVELOPED AS REQUIRED IN CHAPTER 25-2, CHAPTER 25-4 AND CHAPTER 25-6 OF THE LAND DEVELOPMENT CODE.
  - NO PORTION OF THIS SITE IS LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
  - THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES WITHIN THE CENTER LINE OF THE CENTER LINE OF THE PROPOSED DRIVE AND ELECTRICAL EASEMENTS WITHIN THE CENTER LINE OF THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
  - BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNER OF THE SUBDIVISION. THE CITY OF AUSTIN SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY OF AUSTIN TO DENY APPROVALS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
  - THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE AUSTIN ENERGY WITH ALL NECESSARY INFORMATION AND ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND OPERATION OF THE FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND ARE NOT TO BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-6 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

THE SUBDIVISION PLAT IS LOCATED WITHIN THE FULL PURPOSE CITY LOTS OF THE CITY OF AUSTIN ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.

CITY CERTIFICATIONS:  
 ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF THE WATERBIRD PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D.

VICTORIA L. P.E. DIRECTOR  
 WATERBIRD PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D.

DAVE SULLIVAN  
 CHAIRPERSON

STATE OF TEXAS §

COUNTY OF TRAVIS §  
 I, DANA DEERHOLM, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS ATTACHED INFORMATION WAS FILED FOR RECORD IN MY OFFICE ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND DAILY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D.

DANA DEERHOLM, COUNTY CLERK  
 TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
 DEPUTY

LIFEWORKS SUBDIVISION  
 A TWO LOT SUBDIVISION  
 CONSISTING OF 5.888 ACRES  
 DATE: JUNE 2009  
 PREPARED BY:

**Bury+Partners**  
 ENGINEERING SOLUTIONS  
 221 West Sixth Street, Suite 500  
 Austin, Texas 78701  
 Tel: (512) 261-1000  
 Fax: (512) 261-1001  
 TSP# Registration Number 0044  
 Bury+Partners, Inc. © Copyright 2009

Exhibit C

**MEMORANDUM OF OPTION**

This MEMORANDUM OF OPTION is executed to be effective October 1, 2010 by and between Youth and Family Alliance, dba LifeWorks having an address of 3700 South 1<sup>st</sup> Street, Austin, Texas 78704 ("Seller"), and LifeWorks Affordable Housing Corporation, having an address of 3700 South 1<sup>st</sup> Street, Austin, Texas 78704 ("Purchaser").

Seller and Purchaser have executed an Option Agreement having an effective date of October 1, 2010 (the "Agreement"), pursuant to which Seller has granted to Purchaser the exclusive right and option (the "Option") to purchase certain real property situated in Travis County, Texas and more particularly described in Exhibit "A" attached hereto (the "Property"), at the price and under terms and conditions described in the Agreement. The Option may be exercised at any time on or before 11:59 p.m. on March 31, 2011 and may be extended by Purchaser until 11:59 p.m. on September 30, 2011, in accordance with the terms of the Agreement. The Agreement contains certain limitations and prohibitions on the rights of Seller to sell, convey or encumber the Property so long as the Agreement is in effect.

The terms and conditions of the Agreement are incorporated herein by reference. It is understood and agreed that the purpose of this Memorandum is to give notice of the Agreement and the Option, and that all rights and obligations of the parties are to be governed by the terms of the Agreement.

**SELLER:**

Youth and Family Alliance, dba LifeWorks

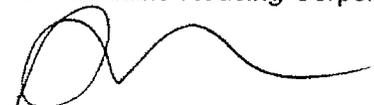
By: 

Name: Richard A. Martin

Title: Chair

**PURCHASER:**

LifeWorks Affordable Housing Corporation

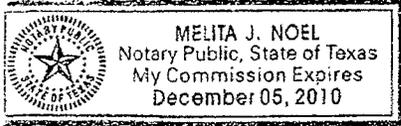
By: 

Name: Susan McDowell

Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

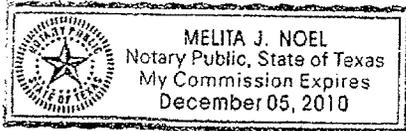
This instrument was acknowledged before me on September 29, 2010  
by Rich Martin, Chair of Youth and Family Alliance,  
dba LifeWorks, on behalf of said company.



Melita J. Noel  
Notary Public in and for the State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on September 29, 2010  
by Susan McDonnell, President of LifeWorks Affordable  
Housing Corporation, on behalf of said company.



Melita J. Noel  
Notary Public in and for the State of Texas

## **Exhibit 19:**

Corporate Resolution from LifeWorks  
Authorizing sale of property  
to LifeWorks Affordable Housing Corporation

**WRITTEN CONSENT OF THE BOARD OF GOVERNORS  
YOUTH AND FAMILY ALLIANCE D/B/A LIFEWORKS**

The undersigned members of the Board of Governors of Youth and Family Alliance, a Texas nonprofit corporation d/b/a LifeWorks (the "**Company**"), waiving notice and being a sufficient number of members of the Board of Governors as would be necessary to take the actions herein described at a meeting at which all, and not just a quorum, of the members of the Board of Governors were present and voted, hereby adopt the resolutions attached as Attachment 1 hereto, without the holding of a meeting, such resolutions to have the same force and effect as if they had been adopted at a duly called meeting of the members of the Board of Governors of the Company.

***\* \* \* Signatures on following page \* \* \****

**Attachment 1**

**Youth and Family Alliance, dba, LifeWorks**

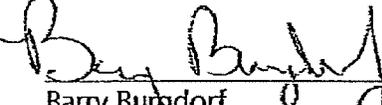
**Corporate Resolution  
Board of Governors  
September 24, 2010**

**Authorization to Negotiate Contract for Sale of Land**

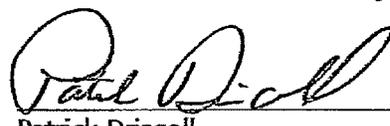
BE IT RESOLVED that the Board of Governors of Youth and Family Alliance, dba LifeWorks, do hereby authorize the Executive Director of LifeWorks, Ms. Susan McDowell, to negotiate the contracts and seek final approval of the Executive Committee and take all actions necessary to execute and deliver such contracts consistent with the discussions in the September 16<sup>th</sup> Board of Governors meeting for the sale of land identified as lot 2 on the attached LifeWorks subdivision plan, located at 835 Pleasant Valley Road, to LifeWorks Affordable Housing Corporation.

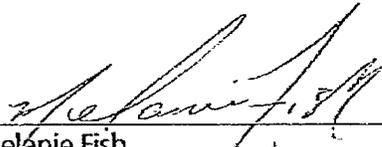
Executed to be effective on the last date signed by a member of the Board of Governors, as indicated below.

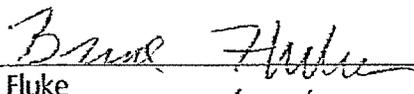
\_\_\_\_\_  
Monica Anderson  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Barry Burgdorf  
Date Signed: 9/24/10

  
\_\_\_\_\_  
Mona Cannon  
Date Signed: 9/24/10

  
\_\_\_\_\_  
Patrick Driscoll  
Date Signed: 9/24/10

  
\_\_\_\_\_  
Melanie Fish  
Date Signed: 9/24/10

  
\_\_\_\_\_  
Brad Fluke  
Date Signed: 9/24/10

\_\_\_\_\_  
Veronica B. Forsyth  
Date Signed: \_\_\_\_\_

Bonnie Mills  
Bonnie Mills  
Date Signed: 9-24-10

\_\_\_\_\_  
Glenn Neland  
Date Signed: \_\_\_\_\_

[Signature]  
Sacha Patin  
Date Signed: 09-24-10

\_\_\_\_\_  
Elizabeth N. Rogers  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Joe Ross  
Date Signed: \_\_\_\_\_

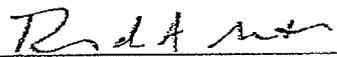
\_\_\_\_\_  
Kendra Scott  
Date Signed: \_\_\_\_\_

[Signature]  
Fred Smith  
Date Signed: 9/24/10

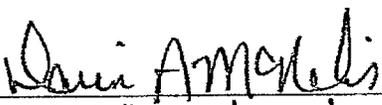
\_\_\_\_\_  
Troy Glover  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Trey Halbert  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Jim Hopke  
Date Signed: \_\_\_\_\_

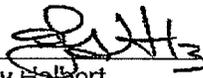
  
\_\_\_\_\_  
Richard A. Martin  
Date Signed: 9/22/10

\_\_\_\_\_  
JoAnn McKenzie  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Darin McNelis  
Date Signed: 9/24/10

\_\_\_\_\_  
Valerie V. Meddaugh  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Troy Glover  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Trey Halbert  
Date Signed: 9/23/10

\_\_\_\_\_  
Jim Hopke  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Richard A. Martin  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JoAnn McKenzie  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Darin McNelis  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Valerie V. Meddaugh  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Troy Glover  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Trey Halbert  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Jim Hopke  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Richard A. Martin  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
JoAnn McKenzie  
Date Signed: 9-23-2010

\_\_\_\_\_  
Darin McNelis  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Valerie V. Meddaugh  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Sue B. Snyder  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
David Wieland  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Diane M. Williams  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Harry Wolin  
Date Signed: 9/24/10

\_\_\_\_\_  
Bonnie Mills  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Glenn Neland  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Sacha Patin  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth N. Rogers  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Joe Ross  
Date Signed: 7-24-10

\_\_\_\_\_  
Kendra Scott  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Fred Smith  
Date Signed: \_\_\_\_\_

Executed to be effective on the last date signed by a member of the Board of Governors, as indicated below.

Monica Anderson  
Monica Anderson  
Date Signed: 9/25/10

\_\_\_\_\_  
Barry Burgdorf  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Mona Cannon  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Patrick Driscoll  
Date Signed: \_\_\_\_\_

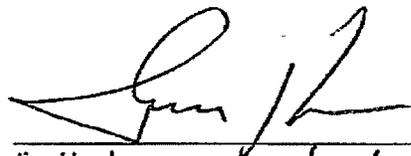
\_\_\_\_\_  
Melanie Fish  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Brad Fluke  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Veronica B. Forsyth  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Troy Glover  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Trey Halbert  
Date Signed: \_\_\_\_\_



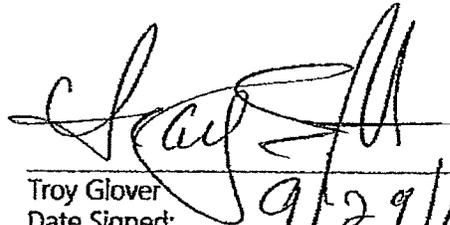
\_\_\_\_\_  
Jim Hopke  
Date Signed: 9/27/10

\_\_\_\_\_  
Richard A. Martin  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JoAnn McKenzie  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Darin McNelis  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Valerie V. Meddaugh  
Date Signed: \_\_\_\_\_

  
Troy Glover  
Date Signed: 9/29/10

\_\_\_\_\_  
Trey Halbert  
Date Signed: \_\_\_\_\_

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Jim Hopke  
Date Signed: \_\_\_\_\_

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Richard A. Martin  
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JoAnn McKenzie  
Date Signed: \_\_\_\_\_

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Darin McNelis  
Date Signed: \_\_\_\_\_

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Valerie V. Meddaugh  
Date Signed: \_\_\_\_\_

## **Exhibit 20:**

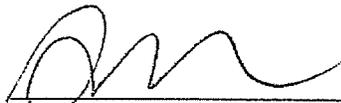
Corporate Resolution from  
LifeWorks Affordable Housing Corporation  
authorizing purchase of property  
from LifeWorks

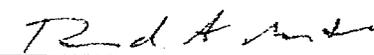
**LifeWorks Affordable Housing Corporation**

**Corporate Resolution  
Board of Directors  
September 28, 2010**

**Authorization to Negotiate Contract for Purchase of Land**

BE IT RESOLVED that the Board of Directors of LifeWorks Affordable Housing Corporation, do hereby authorize Susan McDowell, to negotiate the contracts and seek final approval of the Board and take all actions necessary to execute and deliver such contracts consistent with the discussions in the September 28<sup>th</sup> Board of Directors meeting for the purchase of land identified as lot 2 on the attached LifeWorks subdivision plan, located at 835 Pleasant Valley Road, from Youth and Family Alliance, dba LifeWorks.

  
\_\_\_\_\_  
Susan McDowell, President      Date      9/28/10

  
\_\_\_\_\_  
Rich Martin,      Secretary      Date      9/29/10