

## EXHIBIT G

### Worker Protection Terms and Conditions

A. Definitions. Terms used in this **Exhibit G** and not defined shall have the meaning ascribed thereto in the Master Development Agreement and the Ground Lease, as the case may be. Additionally, the following terms shall have the following meanings:

1. **“First Tier Project Subcontractor”** means a Person that has entered into a contract or agreement with a Prime Project Contractor with respect to the construction of the Project with a contract value of \$50,000.00 or more.

2. **“FLSA”** means the Fair Labor Standards Act, including any rules and regulations promulgated thereunder and any amendments or successors thereto.

3. **“OSHA”** means the Occupational Safety and Health Administration and its successor.

4. **“OSHA 10 Certified”** means that the applicable Person has completed the 10-hour safety training conducted by a qualified trainer commonly known as OSHA-10 and received from OSHA the applicable certificate evidencing such completion, and that such certificate has not expired or been terminated.

5. **“OSHA 30 Certified”** means that the applicable Person has completed the 30-hour supervisor safety training conducted by a qualified trainer commonly known as OSHA-30 and received from OSHA the applicable certificate evidencing such completion, and that such certificate has not expired or been terminated.

6. **“Prime Project Contractor”** means any Person that has entered into a contract or agreement with Master Developer to act as general contractor for the construction of any portion of the Project. Master Developer may enter into more than one primary contract or agreement with one or more Prime Project Contractors, and the term Prime Project Contractor shall be a reference to all Prime Project Contracts, whether one or more, with respect to the applicable portion of the Project.

7. **“Project Contractors”** means the Prime Project Contractors, the First Tier Project Subcontractors and the Second Tier Project Subcontractors.

8. **“Project Monitor”** means a qualified and reputable independent third party monitor that has working experience managing and/or administering wood-frame and commercial construction projects similar to the Project in the Austin, Texas area.

9. **“Second Tier Project Subcontractor”** means all Persons, including, without limitation, contractors, subcontractors and laborers, performing work on the Project, other than Prime Project Contractors and First Tier Subcontractors.

10. “**Workers**” means any individuals performing construction work on the site of the Project, whether on a contract basis or as employees, for any Project Contractors, but excluding material suppliers, security guards and cleaning crews.

B. General Obligations. Master Developer shall undertake construction of the Project in a commercially reasonable manner to ensure that Workers are treated fairly, safely and otherwise in a manner consistent with the Project Standard. Master Developer shall, and shall require that all Project Contractors, comply with all applicable Legal Requirements relating to construction of the Project, including, without limitation, FLSA and other Legal Requirements related to labor and employment matters, equal employment opportunity, safety, workers compensation, any training as required by OSHA, and other applicable insurance and wage and hour (including minimum wage) requirements, all as applicable to Master Developer and/or Project Contractors. Without limiting the generality of the foregoing, Master Developer shall comply with Paragraphs C through G below with respect to the construction of the Project.

C. Safety.

1. Master Developer shall require the following personnel and OSHA certifications:
  - i. Prime Project Contractors must designate an employee as a safety representative that is OSHA-30 Certified;
  - ii. all project managers and superintendents of the Prime Project Contractors must be OSHA-30 Certified;
  - iii. all Workers directly employed by Prime Project Contractors must be OSHA-10 Certified;
  - iv. all Workers employed by any Project Contractors with jobsite supervisory duties at or greater than foreman level must be OSHA-10 Certified;
  - v. all Workers employed by Project Contractors performing work on the Project, other than construction of the Residential Units, must be OSHA-10 Certified; and
  - vi. all Workers employed by Project Contractors performing work on the Residential Units in the Project who work on the Project for more than either (a) 15 consecutive work days or (b) 20 work days in any 30-day work period, must be OSHA-10 Certified prior to their 16<sup>th</sup> or 21<sup>st</sup>, as the case may be, work day on the Project.
2. Master Developer will require the Project Contractors to retain proof that the applicable Workers have completed the applicable OSHA certification.

3. Master Developer will require Prime Project Contractors to obtain proof that Workers have attended safety training programs applicable to their scope and job descriptions and are regularly attending jobsite safety meetings. Master Developer shall share proof of OSHA safety certification and attendance at safety training with the Project Monitor within a reasonable time following a request, such requests to be no more than once per month.

4. Master Developer shall ensure that Workers are provided breaks, in addition to a lunch break, at appropriate intervals, and provided drinking water and sanitation facilities. Without limiting the generality of the foregoing, Master Developer shall ensure that it and the Project Contractors comply with the City's Rest Break Ordinance, being Ordinance No. 20100729-047.

5. Without limiting Master Developer's obligations under Paragraph B above, Master Developer shall require that Project Contractors enforce a rule that no Workers will be allowed on site without appropriate personal protective equipment as required by OSHA.

D. Wages

1. Master Developer shall require all Project Contractors to (a) pay no less than a Living Wage (as defined by the City as of March 21, 2016, being \$13.03 per hour) to all non-salaried Workers, (b) comply with any applicable overtime provisions of the FLSA with respect to any of their Workers that are covered by the FLSA and pay overtime as required thereunder, and (c) pay Workers in a timely fashion and in a manner that is verifiable pursuant to Paragraph D.2 below.

2. In order to ensure that all Project Contractors comply with the requirement set forth in Paragraph D.1, Master Developer shall require that all Prime Project Contractors maintain complete and accurate payroll records and timesheets for all Workers as required by applicable Legal Requirements, including the FLSA, and provide Master Developer with a payroll verification form of such in a form acceptable to Capital Metro in its Permitted Discretion. Master Developer shall provide the Project Monitor the payroll verification once per quarter.

E. Insurance

1. Master Developer shall require that all Workers employed by Project Contractors performing work on the Project, other than Workers employed by Second Tier Contractors performing work on the Residential Units in the Project, be covered by workers' compensation insurance.

2. Master Developer shall require that all Workers employed by Second Tier Contractors performing work on the Residential Units in the Project either (a) be covered by workers' compensation insurance or (b) provide to the applicable Project Contractor a waiver or disclosure of self-employment if workers' compensation insurance is not provided and not required by Legal Requirements.

3. To the extent any Workers employed by Second Tier Contractors performing work on the Residential Units in the Project are not covered by workers' compensation insurance, then Master Developer shall require that all Workers employed by Second Tier Contractors performing work on the Residential Units be covered by Occupational Accident Insurance providing coverage to said Workers with limits applicable to each such Worker equal to the lesser of \$250,000.00 or three (3) times such Worker's annual compensation.

4. Master Developer shall ensure that all commercial general liability policies carried by Master Developer or applicable Contractors (such that all Workers are covered by the policies carried by Master Developer or applicable Contractors) include medical pay coverage in the amount of \$10,000.00 per occurrence.

5. Project Contractors shall provide to Master Developer proof of compliance with Paragraphs E.1, E.2, E.3 and E.4 above, as applicable. Master Developer shall provide such proof to the Project Monitor promptly upon request. For the avoidance of doubt, Master Developer and the Contractors shall be responsible for all costs and expenses to comply with this Paragraph E.

F. Opportunity

1. Master Developer shall, and shall require that Prime Project Contractors, make commercially reasonable efforts to advertise open labor positions within the Austin, Texas community with local hands-on construction craft training programs to ensure that appropriately trained individuals have a reasonable opportunity to participate in hiring efforts related to the Project.

G. Monitoring and Oversight

1. Capital Metro and Master Developer will coordinate in the selection of the Project Monitor with Capital Metro having the right to reject in its Permitted Discretion (under clause (b) of **Section 9.20** of the Master Development Agreement) any Project Monitor candidate proposed by Master Developer. Once selected by Capital Metro and Master Developer, Master Developer shall engage and pay the commercially reasonable cost (including a commercially reasonable annual monitoring fee) for the services of the Project Monitor to monitor compliance with the terms of this **Exhibit G**. This shall include regularly scheduled visits to the job site and an opportunity for Workers to meet with a representative of the Project Monitor.

2. The Project Monitor shall be OSHA-30 Certified.

3. Master Developer shall provide general information on the Project, including the holding of and general participation in safety meetings and general updates on the progress of the Project and jobsite conditions, to Project Monitor.

4. Master Developer shall require that Prime Project Contractors post signage on the jobsite in both English and Spanish that is readily visible to Workers. Signage shall be posted in on-site break areas and in the same general location where other federal, state, and city

regulation signage is posted. The signage will provide Workers with the contact information for the Project Monitor to inform Workers how to contact the Project Monitor.

5. Master Developer shall collaborate with the Project Monitor to ensure that Project Contractors comply with the terms and conditions of this **Exhibit G**. Master Developer agrees to inform Prime Project Contractors and all Workers of the standards set forth in this **Exhibit G**. Master Developer shall make commercially reasonable efforts to obtain and share with the Project Monitor information related to compliance with this **Exhibit G**, including, but not limited to proof of workers' compensation, proof of Workers' OSHA certification and the payroll verification report.

6. The Project Monitor may participate with Prime Project Contractors and Master Developer in monthly update meetings which shall be held at Master Developer's offices in Austin, Texas. In addition, the Project Monitor may perform a "walk-through" of the Project once per month for a 2-hour period to review jobsite activities with Master Developer, Prime Project Contractors and Workers. The Project Monitor must pre-arrange said meeting with Master Developer, who shall arrange said meeting with Prime Project Contractor staff, at least 7 calendar days in advance. Master Developer will utilize best efforts to furnish adequate personnel to the jobsite for the purpose of conducting the walk-through on the day arranged for the meeting. The Project Monitor shall be escorted at all times during any "walk-through." During the "walk-through", the Project Monitor may discuss compliance with the standards set forth in this **Exhibit G** with Workers while accompanied by Master Developer's project manager(s) and/or Prime Project Contractors' project manager(s) provided such project manager(s) are made readily available. All "walk-throughs" and meetings will be held at the convenience of the Master Developer and Prime Project Contractors and shall not disrupt the orderly flow of jobsite progress. The Project Monitor shall strictly comply with all jobsite safety requirements.

7. Master Developer shall allow the Project Monitor to accompany representatives of Master Developer and/or the Prime Project Contractors' safety representative on scheduled monthly safety inspections.

8. The Project Monitor is authorized to discuss with Workers, while on the Property and accompanied by Master Developer's project manager(s) and/or Prime Project Contractors' project manager(s) provided such project manager(s) are made readily available, wage, safety or other worker welfare and protection issues with respect to their individual development and report any alleged infractions to Master Developer.

9. Master Developer shall ensure that at all meetings and discussions with Workers, there will be a representative from Master Developer and/or Prime Project Contractor. Master Developer shall ensure that all such meetings and discussions are conducted in manner that all participants can readily understand each other to discuss matters covered by this **Exhibit G**, including, without limitation, in the event a translator is needed, Master Developer or Prime Project Contractor shall provide such a translator.

10. Master Developer will make commercially reasonable efforts to ensure that any wage, safety, or other worker welfare and protection issues identified by the Project Monitor are investigated, addressed and resolved expeditiously.

11. Master Developer shall provide Capital Metro quarterly reports that it receives from the Project Monitor assessing compliance with this **Exhibit G** and otherwise in a commercially reasonable form. Such report will describe any violations of this **Exhibit G** identified by the Project Monitor in the previous quarter and note whether identified violations have been cured. Upon request, Capital Metro shall have access to all reports, updates and other information prepared by the Project Monitor and provided to Master Developer, and Master Developer shall deliver the same to Capital Metro promptly following request of such.

12. Master Developer will prohibit Project Contractors from retaliating against Workers for speaking with the Project Monitor, seeking to enforce the provisions of this **Exhibit G** or otherwise exercising workplace rights established by Legal Requirements.

13. Master Developer shall include in its contracts with Prime Project Contractors a provision that compliance with this **Exhibit G** is a material term of the contract. Master Developer will require that Prime Project Contractors include in all subcontracts with First Tier Project Subcontractors a provision whereby each First Tier Project Subcontractor certifies that the First Tier Project Subcontractor has read, understands and will carry out the provisions of this **Exhibit G** relating to Second Tier Project Subcontractors and Workers as applicable in this **Exhibit G**.

14. The Project Monitor will send all reports and other communications to Capital Metro at the same time the Project Monitor sends them to Master Developer. Capital Metro and the Project Monitor may communicate directly with each other without Master Developer's involvement, but with a courtesy notice to Master Developer that they are having such communications.

#### H. Miscellaneous

1. Neither this **Exhibit G** nor any provision contained herein shall constitute a collective bargaining agreement governed by the National Labor Relations Act.

2. Nothing in this **Exhibit G** shall authorize Capital Metro or the Project Monitor to make any demands or recommendations regarding any contractual relationships between Master Developer, Prime Project Contractors and/or any other Project Contractors. The selection of Prime Project Contractors shall be made in the sole discretion of Master Developer, and the selection of any First Tier Project Subcontractor and/or any Second Tier Project Subcontractor shall be made according to the terms of any agreement between Master Developer and the applicable Prime Project Contractor.

3. Capital Metro assumes no responsibility for Worker or worksite safety. Nothing in this **Exhibit G** relieves Master Developer or any Project Contractor from any responsibility it

has to Workers or other Persons under any duty, law, regulation, civil or supervisory authority, or other applicable Legal Requirements.

4. Project Contractors are not parties to this **Exhibit G** and Capital Metro has no right of action against Project Contractors as a result of any failure or alleged failure to comply with any of its provisions. No Worker is a party to this **Exhibit G** and this **Exhibit G** does not waive or impact any Worker's rights in any way.

5. Nothing in this **Exhibit G** shall constitute an agreement with any Workers regarding any term or condition of employment, nor shall it affect the at-will status of any Worker of Master Developer or any Project Contractor. Accordingly, no Worker shall have standing under this **Exhibit G** to bring any action in law or equity, in any court or arbitral forum for relief under this **Exhibit G** of any kind.

6. Nothing in this **Exhibit G** will be construed to require Master Developer or any Project Contractor to violate any requirement or obligation imposed by applicable Legal Requirement. In the event of a conflict between provisions of this **Exhibit G** and provisions of applicable Legal Requirements, Master Developer and Project Contractors shall comply with applicable Legal Requirements. Conflicts shall not include situations where applicable Legal Requirements are silent, more lenient (so long as being more restrictive does not violate such Legal Requirement) or no provision under such Legal Requirement is found to exist.