

Attachment G

**Hawkins Delafield & Wood,
“Report on Risk Mitigation and Insurability for the Klamath Restoration Project”
(November 13, 2015)**

CORPORATE GUARANTY

Kiewit Infrastructure West Co. (the “Contractor”) entered into a Project Agreement (the “Agreement”) dated April 24, 2019, with Klamath River Renewal Corporation (“Company”), (collectively, the “Parties”).

WHEREAS, Contractor is a wholly-owned subsidiary of Kiewit Infrastructure Group, Inc. (the “Guarantor”); and

WHEREAS, Guarantor will derive benefit from Contractor entering into the Agreement; and

WHEREAS, as a condition to Company’s entering into the Agreement, Company requires that Guarantor execute this Corporate Guaranty.

NOW THEREFORE, Guarantor agrees as follows:

1. Guarantor irrevocably guarantees the full and timely performance by Contractor of all its obligations under the Agreement, as now or hereafter amended, and hereby undertakes that if Contractor shall in any respect fail to perform and observe all of the terms, provisions, conditions, and stipulations of the Agreement, Guarantor shall perform or have performed all such obligations as required by the Agreement without any requirement that Company first proceed against Contractor.
2. The obligations of Guarantor under this Corporate Guaranty shall be primary, absolute and unconditional obligations of Guarantor, shall not be subject to any counterclaim, set-off, deduction, diminution, abatement, recoupment, suspension, deferment, reduction or defense based upon any claim Guarantor may have against Contractor. To the fullest extent permitted by applicable law, this Corporate Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by:
 - (a) any termination, amendment or modification of or deletion from or addition to or other change in the Agreement or any other instrument or agreement applicable to any of the parties to the Agreement;
 - (b) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, conservatorship, custodianship, liquidation, marshaling of assets and liabilities or similar proceedings with respect to Contractor, Guarantor or any other person or any of their respective properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;
 - (c) any merger or consolidation of Contractor or Guarantor into or with any other entity, or any sale, lease or transfer of any of the assets of Contractor or Guarantor to any other person;

- (d) any change in the ownership or control of any interests of Contractor or any change in the relationship between Contractor and Guarantor, or any termination of such relationship.
- 3. Guarantor agrees that during the term of this Corporate Guaranty it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it unless the successor is Guarantor; provided, however, that Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than Guarantor): (a) assumes in writing all the obligations of Guarantor hereunder and, if required by law, is duly qualified to do business in the State of California; (b) delivers to Company an opinion of counsel to the effect that its obligations under this Corporate Guaranty are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws; and (c) has a net worth at the time of any such transaction at least equal to the net worth of Guarantor immediately prior to such time.
- 4. If a consolidation, merger or sale or other transfer is made as permitted by Section 3, this Corporate Guaranty shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of Section 3. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Corporate Guaranty as provided in Section 3.
- 5. Guarantor agrees to pay Company on demand all fees and costs incurred by or on behalf of Company in successfully enforcing by legal proceeding observance of the covenants, agreements and obligations contained in this Corporate Guaranty against Guarantor, other than the fees and costs that Company incurs in performing any of its obligations under the Agreement.
- 6. The Guarantor unconditionally waives, to the extent permitted by applicable law:
 - (a) notice of any of the matters referred to in Section 2;
 - (b) notice to Guarantor of any breach or default with respect to the Agreement or any other notice that may be required, by statute, rule of law or otherwise, to preserve any rights of Company against the Guarantor;
 - (c) any requirement to exhaust any remedies;
 - (d) any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge, release or defense of a guarantor or surety or which might otherwise limit recourse against Guarantor.
- 7. Guarantor agrees that any and all present and future debts or obligations of any nature whether arising in connection herewith or otherwise of Contractor to Guarantor are subordinated to the claims of Company with respect to the Agreement.

8. The obligations of Guarantor set forth herein constitute the full recourse obligations of Guarantor enforceable against it to the full extent of all its assets and properties.
9. This Corporate Guaranty shall inure to the benefit of Company and its permitted successors and assigns and shall be binding upon Guarantor and its successors and assigns.
10. Notwithstanding any other provision of this Corporate Guaranty, Guarantor's undertakings and obligations hereunder with respect to the Agreement are derivative of and not in excess of the Contractor's obligations under the Agreement, and the Guarantor retains all rights, claims, defenses, and limitations of liability possessed by Contractor under the terms of the Agreement or arising from the parties' performance or failure to perform thereunder and shall be entitled to assert any contractual defenses that would have been available to the Contractor under the Agreement.
11. This Corporate Guaranty shall be governed by and construed in accordance with the laws of the State of California, excluding any law or rule that would require the application of the law of another jurisdiction.
12. This Corporate Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the obligations of the Contractor under the Agreement have been fully paid and performed.
13. Except as provided in Section 3, this Corporate Guaranty may not be assigned by Guarantor without the prior written consent of Company.
14. This Corporate Guaranty may not be amended, changed or modified or terminated, and none of its provisions may be waived, except with the prior written consent of Company and Guarantor.
15. All notices, demands or written communications given pursuant to the terms of this Corporate Guaranty shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery; or (3) given by email transmission, if a signed original of the emailed letter or other communication is deposited in the United States mail within two days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each party. Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

(a) Notices required to be given to Company shall be addressed as follows:

The Klamath River Renewal Corporation
2001 Addison St., #317
Berkeley, CA 94704
Attn: Laura Hazlett
Telephone No.: (415) 820-4441
Email Address: lhazlett@klamathrenewal.org

with a copy to:

The Klamath River Renewal Corporation
2140 Shattuck Avenue, Suite 801
Berkeley, CA 94704
Attn: Richard Roos-Collins
Telephone No.: (510) 296-5589
Email Address: rrcollins@waterpowerlaw.com

(b) Notice required to be given to Guarantor shall be addressed as follows:

Kiewit Infrastructure Group, Inc.
3555 Farnam Street
Omaha, NE 68131
Attn: David J. Miles
Telephone No.: (402) 342-2052
Email Address: david.miles@kiewit.com

with a copy to:

Kiewit Infrastructure West Co.
2200 Columbia House Blvd
Vancouver, WA 98661
Attn: Jamie D. Wisenbaker
Telephone No.: (360) 693-1478
Email Address: Jamie.wisenbaker@kiewit.com

IN WITNESS WHEREOF, Guarantor has caused this Corporate Guaranty to be signed in the name and on behalf of Guarantor by its authorized representative as of this _____ day of July, 2019.

KIEWIT INFRASTRUCTURE GROUP, INC,
as Guarantor

By: David J. Miles

Name: David J. Miles

Title: Executive Vice President

ACCEPTED AND AGREED TO BY:

KLAMATH RIVER RENEWAL
CORPORATION, as Company

By: Laura Hazlett

Name: Laura Hazlett

Title: Chief Financial Officer