

11324338

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
299 South Main Street  
11th Floor  
Salt Lake City, Utah 84111  
Attn: Braden Bezoski

11324338  
01/31/2012 11:45 AM \$24.00  
Book - 9987 Pg - 3941-3948  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: ZJM, DEPUTY - W 8 P.

**SUBORDINATION, NON-DISTURBANCE,  
ATTORNMENMENT AND ESTOPPEL AGREEMENT**

THIS AGREEMENT is entered into as of January 21, 2012, by and between JACOBS ENGINEERING GROUP INC., a Delaware corporation ("**Tenant**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**").

RECITALS

A. Bank has extended credit or may hereafter extend credit to SLHNET INVESTMENTS, L.C. ("**Borrower**") secured, in whole or in part, by a deed of trust and an assignment of leases (the "**Deed of Trust**") covering that certain real property situated in SALT LAKE County, Utah, commonly known as 155 North 400 West, Salt Lake City, Utah and described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Tenant leases a portion of the Property known as Suite 550 ("**Premises**") pursuant to a lease entered into between SLHNET INVESTMENTS, L.C. ("**Landlord**") and Tenant, as assignee of Carter & Burgess, Inc., a Texas corporation, dated November 30, 2005, as amended by an Amendment to Lease dated as of May 18, 2010 (the original lease and amendment shall be collectively referred to as the "**Lease**"), which Lease has not been recorded. It is a condition of Bank's agreement to extend or continue credit to Borrower secured by the Property that the security of the Deed of Trust be and at all times remain a lien or charge on the Property prior and superior to the rights of Tenant under the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. SUBORDINATION.

(a) Subordination of Lease. The Deed of Trust and any and all extensions, renewals, modifications or replacements thereof shall be and at all times remain a lien or charge on the Property prior and superior to the Lease. Tenant intentionally subordinates the priority and superiority of the Lease and Tenant's right and interest to the Premises thereunder to the lien or charge of the Deed of Trust, and any and all extensions, renewals, modifications or replacements thereof. Notwithstanding anything herein to the contrary, Tenant's extension option and right of first offer shall not be impaired or affected.

(b) Reliance. Tenant acknowledges that Bank in extending or continuing to extend credit to Borrower secured by the Property is doing so in material reliance on this Agreement.

(c) Acknowledgment of Tenant. Tenant acknowledges that it is required under the Lease to subordinate its rights in the Lease to the lien of any mortgage or deed of trust or other security interest in the Property.

(d) Entire Subordination Agreement. This Agreement constitutes the whole and only agreement between the parties hereto with regard to the subordination of the Lease to the lien or charge of the Deed of Trust; to Tenant's actual knowledge, there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, including without limitation those provisions, if any, contained in the Lease which provide for the subordination thereof to the lien of a deed of trust or mortgage affecting all or any portion of the Property.

2. LEASE. Tenant hereby covenants and agrees that, so long as the Deed of Trust remains in force and effect:

(a) No Modification, Termination or Cancellation. Tenant shall not consent to any termination or cancellation of the Lease without Bank's prior written consent.

(b) Notice of Default. Tenant shall notify Bank in writing, at the address set forth herein, concurrently with any written notice given to Landlord that seeks or asserts a termination of the Lease as a result of any breach of or default by Landlord under the Lease.

(c) No Advance Rents. Tenant shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

(d) Assignment of Rents. Upon receipt by Tenant of written notice from Bank that Bank has elected to terminate the license granted to Landlord to collect rents, as provided in the Deed of Trust, and directing Tenant to make payment thereof to Bank, Tenant shall comply with such direction to pay and shall not be required to determine whether Landlord or Borrower is in default under any obligations to Bank (Landlord hereby releases and waives any actions against Tenant or damages that Landlord may have against Tenant for acting in conformance with such notice).

3. ATTORNNMENT. If Bank or any other transferee acquires Landlord's right, title and interest in and to the Property pursuant to a judicial or non-judicial foreclosure of the Deed of Trust or a deed in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Landlord under the Lease. Subject to paragraph 4, Tenant agrees as follows for the benefit of Bank or such transferee.

(a) Payment of Rent. Tenant shall pay to Bank or such transferee all rental payments required to be made by Tenant pursuant to the terms of the Lease for the remaining term thereof.

(b) Continuation of Performance. Tenant shall be bound to Bank or other transferee in accordance with all of the terms of the Lease for the remaining term thereof, and Tenant hereby attorns to Bank or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Bank or such transferee succeeding to Landlord's interest in the Lease and giving written notice thereof to Tenant.

(c) No Offset. Neither Bank nor such transferee shall be liable for the return of any sums which Tenant may have paid to Landlord as the prior lessor under the Lease as security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Landlord to Bank or such transferee.

(d) Subsequent Transfer. If Bank or such transferee, by succeeding to Landlord's interest under the Lease becomes obligated to perform the covenants of a lessor thereunder, then, upon any further transfer by Bank or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to Bank or other transferee.

4. NON-DISTURBANCE. In the event of a foreclosure of the Deed of Trust, or a transfer of the Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Landlord under the Lease, so long as there shall then exist no breach, default or event of default by Tenant under the Lease, beyond any applicable cure period, (a) the leasehold interest of Tenant shall not be extinguished or terminated by reason of such foreclosure, (b) Tenant's rights under the Lease shall continue and remain in full force and effect, and (c) Bank and its successors-in-interest shall recognize and accept Tenant as the tenant under the Lease, subject to the terms and conditions of the Lease.

5. ESTOPPEL. Tenant acknowledges that:

(a) Lease Effective. The Lease has been duly executed and is in full force and effect, the obligations of Landlord and Tenant thereunder are valid and binding, and there have been no amendments, modifications or additions to the Lease (written or oral), other than those included in the Lease definition set forth above. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises, and Tenant claims no rights to the Premises other than as set forth in the Lease.

(b) No Default. As of the date hereof and to Tenant's actual knowledge, (i) there exists no breach of or default under the Lease, nor any condition, act or event which with the giving of notice or the passage of time, or both, would constitute such a breach or default, and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the terms of the Lease.

(c) No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease.

6. MISCELLANEOUS.

(a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Bank and Borrower Landlord or any other person or entity.

(b) Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial and administrative action or proceeding to enforce and rights or obligations under this Agreement, or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary

proceeding, contested matter or motion brought by Bank or any other person) relating to Borrower, Tenant or any other person or entity.

(c) Notices. All notices requests and demands which any party is required or may desire to give the other party under any provision of this Agreement must be in writing delivered to each party the addresses set forth below its signature, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by telecopy, upon receipt.

(d) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other reasonable documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein

(e) Borrower, Landlord. If Borrower and Landlord are the same, each reference in this Agreement to Borrower or Landlord shall be deemed a reference to said person or entity in its respective capacity.

(f) Successors, Assigns, Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto and shall be governed by and construed in accordance with the laws of the State of Utah.

(g) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of the Lease shall control.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BANK:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: *Bradley P. Braggi*  
Name: Bradley P. Braggi  
Title: Vice-President  
Address: 299 S. Main Street, 11<sup>th</sup> Floor  
Salt Lake City, Utah 84111

TENANT:

JACOBS ENGINEERING GROUP INC., a  
Delaware corporation

By: *John W. Prosser, Jr.*  
Name: John W. Prosser, Jr.  
Title: Executive Vice President  
Finance and Administration

Address: 1111 South Arroyo Parkway  
Pasadena, California 91105



LANDLORD:

SLHNET INVESTMENTS, L.C.  
BY SLH PARTNERS, LLC, MANAGER

By: *John W. Williams*  
Name: JOHN W. WILLIAMS  
Title: MANAGER  
Address:

ACKNOWLEDGEMENTS

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

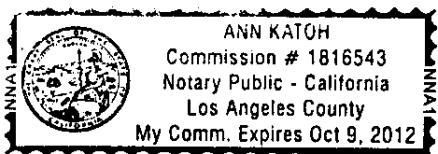
STATE OF CALIFORNIA ) SS  
COUNTY OF LOS ANGELES )

On January 12, 2012, before me, Ann Kath, Notary Public, personally appeared John W Prosser, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ann Kath  
Notary Public



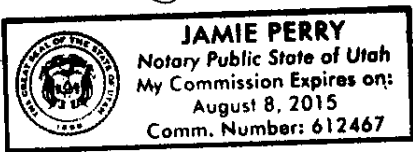
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21st day of January, 2012, by Braden P. Bezoski, as Vice President of Wells Fargo Bank, National Association.

Jamie Perry  
Notary Public

My commission expires: 8/8/15

Residing at: Salt Lake City, Utah



STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 26TH day of January, 2012, by JOHN WILLIAMS, as MANAGER of SLHNET INVESTMENTS, L.C.

Residing at: SALT LAKE CITY

*Judy S Reese*

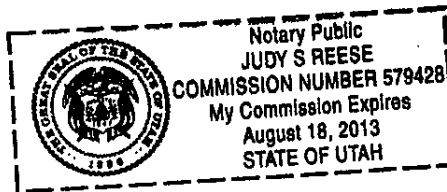


EXHIBIT A  
TO  
SUBORDINATION, NON-DISTURBANCE,  
ATTORNMEN AND ESTOPPEL AGREEMENT

Legal Description of Property:

Real property located in Salt Lake County, Utah:

Beginning at the Northeast Corner of Lot 8, Block 98, Plat "A", Salt Lake City Survey said point being South 0°00'59" East 67.88 feet and South 89°58'53" West 67.00 feet from a street monument found at the intersection of 400 West and 200 North, and running; thence South 0°04'10" West 660.00 feet along the west line of said 400 West and being the east line of Block 98 to the Southeast Corner of Lot 1, Block 98, Plat "A", Salt Lake City Survey; thence South 89°58'54" West 165.00 feet along the north line of North Temple and being the south line of Block 98 to the Southwest Corner of said Lot 1; thence North 0°04'10" East 0.50 feet along the west line of said Lot 1; thence North 89°53'56" West 110.23 feet; thence North 88°00'00" West 4.57 feet; thence North 0°00'27" West 483.92 feet; thence Northwesterly 69.60 feet along the arc of a 645.28 foot radius curve to the left (center bears South 89°59'33" West and the long chord bears North 3°05'51" West 69.57 feet with a central angle of 6°10'48"); thence North 6°11'15" West 50.04 feet; thence Northwesterly 56.17 feet along the arc of 1098.72 foot radius curve to the right (center bears North 83°48'45" East and the long chord bears North 4°43'23" West 56.16 feet with a central angle of 2°55'45") to the north line of said Block 98; thence North 89°58'53" East (North 89°58'54" East, Deed) 294.43 feet along the north line of said Block 98 and to and along the south line of 200 North Street to the point of beginning.

[The foregoing being the boundary description of the 1-lot **Salt Lake Hardware Minor Subdivision**, according to that certain Notice Of Amended Minor Subdivision Approval For Salt Lake Hardware Minor Subdivision recorded December 21, 2011 as Entry No. 11300852, in Book 9976, at Page 2542 of the Official Records of the Salt Lake County Recorder.]

**EXCEPTING THEREFROM**, all the minerals and all mineral rights as conveyed to UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, in that certain Mineral Deed dated April 1, 1971 and recorded October 3, 1996 as Entry No. 6472020, in Book 7504, at Page 1156 of the Official Records.

Tax Parcel Nos.: 08-36-376-005 and 08-36-376-028