

Loan Agreement between

IMPLENIA AG (Lender) and JACOBS ENGINEERING GROUP INC,(Borrower)

Amount of Loan \$7,950,000.00USD

Date 1/11/2010

For value received, the undersigned **Jacobs Engineering Group Inc,**

("The Borrower"), of (Address) **Jacobs Engineering Group Inc, 7950 Elmbrook Drive Dallas, Texas 75247- 4951 United States**

Promises to pay in the lawful money of the United States of America to the order of **Implenia Ag** ("The Lender"), the face value of the loan or note of

(\$7,950,000.00USD), Seven million, nine hundred fifty thousand dollars and zero cent, at a monthly interest rate of 4%, in monthly Instalments as described further below, to a place designated by Lender, which may from time to time change per the written notice of Lender to Borrower, with the initial address being **Industriestrasse 24. 8305 Deitlikon. Switzerland**

Until the Loan is due in full, for whatever reason, the unpaid principal and accrued interest shall be payable in monthly installments, payable on the first of each month ("01/01/2011") of **\$676,941.74**, and continuing until 01/12/2011 ("Due Date"), at which time the remaining unpaid principal, Interest, and other costs, if any, shall be due in full unless this Note was called earlier per the rights of the Lender under this Agreement.

Any payments on this Note shall first be applied against legal or collection costs until paid in full, as then may be due, and then against outstanding interest until paid in full, as then may be due, and finally applied to the outstanding principal balance.

1. Prepayment. The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

2. Collection Costs, Attorney's Fees, and Late Charge. If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process, without protest of any kind, legal or otherwise.

3. Default Events. If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender shall become due immediately, without demand or notice:

1) Failure of the Borrower to pay the monthly installment payment on or before the Installment Due Date;

- 2) Filing of bankruptcy proceedings involving the Borrower as a Debtor;
- 3) Application for the appointment of a receiver for the Borrower;
- 4) Making of a general assignment for the benefit of the Borrower's creditors;
- 5) Insolvency of the Borrower;
- 6) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

4. Borrower Waivers. Borrower waives presentment for payment, protest, and notice of protest and non-payment of this Note.

5. Additional Lender Rights. No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

6. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service.

7. No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

9. Governing Law. This Agreement shall be construed and enforced according to the laws of the **State of Texas**, and any dispute under this Agreement must be brought in this venue and no other.

10. Headings in this Agreement. The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

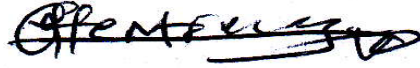
Borrower

Jacobs Engineering Group Inc.
President and C.E.O.
Craig L Martin

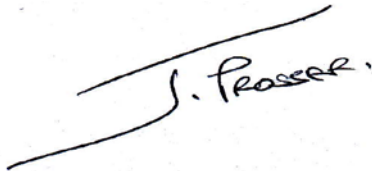


Lender

Implenia Ag
Chief Executive Officer
Anton Affemtramger



Jacobs Engineering Group Inc.
VP Fin and Admin / Treasurer.
John W Prosser Jr.



Implenia Ag
Chief Financial Officer
Beat Fellmann

