

COLLATERAL ASSIGNMENT OF CONTRACTS, PERMITS AND LICENSES

THIS COLLATERAL ASSIGNMENT OF CONTRACTS, PERMITS AND LICENSES (hereinafter referred to as this "Assignment"), is made as of the 5th day of January, 2012, by **THE JACKSON LABORATORY**, a Maine non-profit corporation, ("Jax"), in favor of **CONNECTICUT INNOVATIONS INCORPORATED**, a quasi-public agency of the State of Connecticut ("CI"), and its permitted successors and/or assigns.

WITNESSETH:

WHEREAS, Jax has executed a Bioscience, Collaboration, Operating and Funding Agreement of even date herewith by and between Jax and CI (as it may be amended, renewed, replaced, restated or otherwise modified from time to time hereafter, the "Funding Agreement"), pursuant to which CI agreed to make a loan to Jax in the principal amount of ONE HUNDRED FORTY-FIVE MILLION AND 00/100 (\$145,000,000.00) DOLLARS (the "Facility Loan");

WHEREAS, the Facility Loan is made to finance the construction of a medical research facility in Farmington, Connecticut known as 299 and a portion of 266 Farmington Avenue as particularly described on Schedule A attached hereto and made a part hereof (the "Property"), and the Facility Loan will be secured by, among other documents, an Open-End Leasehold Mortgage Deed and Security Agreement (as it may be amended, renewed, replaced, restated or otherwise modified from time to time hereafter, the "Mortgage");

All capitalized terms in this Assignment otherwise defined herein shall have the meanings set forth in the Funding Agreement.

WHEREAS, CI will not make the Facility Loan based solely upon the covenants of Jax under the Funding Agreement, the promissory note that evidences the Facility Loan (as it may be amended, renewed, replaced, restated or otherwise modified from time to time hereafter, the "Note") and the other Funding Documents, but will require, as further collateral and security therefor, the conditional assignment from the Jax as hereinafter described;

WHEREAS, pursuant to Section 3.6 of the Funding Agreement, Jax shall provide CI with a Conditional Assignment of certain contractual rights in relation to construction of the medical research facility, and all capitalized terms in this Assignment not otherwise defined herein shall have the meanings set forth in the Funding Agreement;

NOW, THEREFORE, for the better securing of the performance of all obligations of Jax under or in connection with the Facility Loan, and all future advances under the Mortgage, and the Funding Agreement, and for other good and valuable consideration paid to Jax, the receipt and sufficiency of which are hereby acknowledged, Jax does hereby covenant and agree as follows:

1. Jax does hereby assign, grant, bargain and convey to CI, and grant to CI a security interest in all of Jax's right, title and interest in and to the following property of Jax, whether now owned or existing or hereafter acquired or arising, located in, on, pertaining to, or used or intended to be used in connection with the Property or resulting or created from the ownership, development or leasing, of the Property or any construction thereon:

(a) All building and other construction permits, surveys, architectural and engineering plans and specifications, certifications, studies and work product prepared and hereafter prepared relating to the design or construction of the improvements to be constructed on the Property (the "Improvements"), and governmental approvals, certificates of occupancy and completion, licenses, authorizations, insurance policies and the proceeds thereof, agreements with any utility companies, all deposits associated with the foregoing and any other consents and approvals which Jax may now or hereafter own with respect to or in connection with the construction of Improvements on the Property or any portion thereof, including, without limitation, all plans and specifications respecting the design and construction of the Improvements;

(b) All existing and future contracts in connection with the construction, development and maintenance of the Property or any portion thereof;

(c) All of the following personal property primarily relating to the Property: property management contracts, construction contracts, architectural contracts, contracts with third party service providers, engineering contracts, purchase orders, equipment leases, monies in escrow accounts derived from the proceeds of the Facility Loan, prepaid expenses, and abstracts of title; and

(d) All proceeds, products, replacements, additions, betterments, extensions, improvements, substitutions, renewals and accessions of any and all of the foregoing.

2. This Assignment shall be in full force and effect and fully operative as of the date hereof, but until the occurrence of a Material Default (as defined in the Funding Agreement) and subject to the provisions, limitations and provisions of the Funding Documents, Jax shall have the absolute, unfettered and exclusive right to take all actions with respect to the items assigned hereby to the extent not inconsistent with or prohibited by the terms of this Assignment. Upon the occurrence of a Material Default, CI may, at its option, exercise from time to time any and all rights and remedies available to CI under this Assignment, under any of the other Funding Documents, or under any other agreement or instrument relating to or arising out of the Facility Loan and, in addition, CI may (a) proceed to perform any and all obligations of Jax contained in any of the items assigned hereby and exercise any and all rights of Jax with respect thereto as fully as Jax itself could, and without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court, (b) take possession of all items assigned hereby reasonably required by CI in the exercise of its rights and remedies hereunder, and (c) do all other acts which CI may deem necessary or proper to protect its security. Jax hereby constitutes and appoints CI as its attorney-in-fact to take such actions and execute such documents from and

after the occurrence of any Material Default as CI may deem appropriate in the exercise of the rights and remedies of CI granted herein. The powers herein granted shall include, but shall not be limited to, the power to sue on the items assigned hereby, in the name of Jax or CI or both. The power of attorney granted hereby shall be irrevocable and coupled with an interest and shall terminate only upon the full and final payment of all sums due to the CI by Jax, the termination of all further obligations to make advances under the Loans, and the satisfaction of the Mortgage and Security Agreement, but CI shall not be entitled to take any actions under the power of attorney until a Material Default shall have occurred. Jax shall pay all of the reasonable costs and expenses incurred by CI in enforcing its rights hereunder, including reasonable attorneys' fees, paralegal fees and legal expenses through and including any appellate proceedings.

3. To protect the security of this Assignment, Jax agrees to give prompt notice to CI of any claim of default received by Jax under any of the items assigned hereby, together with a complete copy or statement of any information submitted or referenced in support of such claim.

4. Jax agrees that, until the occurrence of an event of Material Default, CI shall not be under any obligation to perform any of the terms and provisions under any of the items and matters assigned hereby and nothing contained herein shall be construed to impose any liability upon the CI by reason of the assignment granted hereby. Upon the occurrence of a Material Default and CI's exercise of its rights hereunder, CI shall be responsible for the performance of any and all obligations to perform in accordance with the terms of the assigned items above.

5. Jax represents and warrants to CI that Jax has full right and authority to make this Assignment and vest in the CI the security interest created hereby. Jax further represents and warrants to CI that Jax's right, title and interest under the items assigned hereby, together with all proceeds, profits and income arising out of or in connection with the items assigned hereby, have not been previously assigned or anticipated. Jax covenants with CI that it will not execute any other assignment of Jax's rights under the items assigned hereby relating to the Property or any other assignment of payments arising, accruing or becoming due under the items assigned hereby.

6. Upon an event of Material Default, Jax agrees to indemnify and hold CI harmless from and against any and all liability, loss, damage, cost and expense, including reasonable attorneys' fees, paralegal fees and disbursements through all appellate levels, which CI may or shall incur by reason of exercising its rights under this Assignment, and from and against any and all claims and demands whatsoever which may be asserted against CI by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained herein. The foregoing indemnity shall not apply to any demands, claims, civil or criminal actions or causes of action, damages, liabilities, obligations, costs, disbursements, expenses or fees directly resulting from the willful misconduct or gross negligence of CI.

7. Neither the existence of this Assignment nor the exercise of the privileges granted to CI shall be construed as a waiver by CI of its right to enforce the terms and provisions of the

Note, the Funding Agreement, the Mortgage and the other Funding Documents. All rights and remedies under this Assignment shall be cumulative with all other rights and remedies of CI.

8. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Assignment may only be assigned or transferred by the parties hereto in accordance with the assignment provisions in Section 17.8 of the Funding Agreement.

9. Neither this Assignment nor any provisions hereof may be modified or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the modification or termination is sought.

10. The parties agree that in all respects, including all matters of construction, validity and performance, this Assignment and the obligations arising hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Connecticut without regard to principles of conflicts of law. This Assignment is a security agreement under the Connecticut Uniform Commercial Code for the purpose of creating a lien on the personal property described herein, and CI shall have all of the rights and remedies afforded under the Connecticut Uniform Commercial Code in addition to all other rights and remedies provided herein.

11. This Assignment shall become and be void and of no effect upon the earlier of the occurrence of (a) issuance of a certificate of occupancy for the Facility to Jax or (b) forgiveness of the Facility Loan as provided in the Funding Agreement, but the affidavit, certificate, letter or statement of any officer or attorney of CI showing that this Assignment is effective shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon.

12. JAX AND CI HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OR INACTIONS OF ANY PARTY; THIS IRREVOCABLE WAIVER BEING A MATERIAL INDUCEMENT FOR CI TO ACCEPT THIS ASSIGNMENT AND TO FUND THE FACILITY LOAN.

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[SIGNATURE PAGE TO FOLLOW]

LEGAL DESCRIPTION

299 Farmington Avenue

All that certain piece or parcel of land situated in the Town of Farmington of the County of Hartford, State of Connecticut, being Parcel B-2 on a map entitled "Plan of Sub-Division Land Owned By William Francis O'Meara, et al. Farmington Avenue Farmington, Connecticut Scale 1"=100' – June 1977 Certified Substantially Correct Edward F Reubin, Surveyor Hodge Surveying Associates P.C." and recorded as map C52-3292 of the Farmington Land Records and being the Phase 2 Premises on a map entitled "Proposed Lease Areas Map Within Land of the State of Connecticut To Be Granted To The Jackson Laboratory, Farmington Avenue – Connecticut Route 4, Farmington, Connecticut, Scale: 1"=50' – Date: December 28, 2011, Stein Survey" and being more particularly bounded and described as follows:

Beginning at a point being a south west corner of the Phase 2 Premises and being a southeast corner of land now or formerly of the Town of Farmington and being distant 70 feet southeast from the southeast highway line of Farmington Avenue;

Thence running along said Town of Farmington land, North $31^{\circ}15'18''$ East, a distance of 518.78 feet to land now or formerly of the State of Connecticut and being Parcel A-2 on the hereinbefore referenced map to a point;

Thence turning and running along said State land South $11^{\circ}01'52''$ East, a distance of 304.47 feet to a point;

Thence turning and running along said State land North $78^{\circ}58'08''$ East, a distance of 328.58 feet to the southeast corner of said parcel A-2 and land now or formerly of the State of Connecticut to a point;

Thence turning and running along said State land South $11^{\circ}01'52''$ East, a distance of 1030.57 feet to the south corner of said State land and land formerly of Martin J. O'Meara, et al. to a point;

Thence turning and running along said O'Meara land North $63^{\circ}14'59''$ West, a distance of 687.70 feet to a point;

Thence turning and running along said O'Meara land North $30^{\circ}02'53''$ East, a distance of 256.32 feet to a point; and

Thence turning and running along said O'Meara land North $52^{\circ}58'15''$ West, a distance of 452.65 feet to the point and place of beginning.

The herein-described Phase 2 Premises contains 10.87 acres, more or less.

Together with an easement for landscaping and pavement adjustment from Farms Associates to Farm Hollow Corporate Center, Limited Partnership dated November 17, 1986 and recorded in Volume 343, Page 379 of the Farmington Land Records.

Together with rights and privileges of access and related uses as set forth in a certain Quitclaim Deed from Farm Hollow Corporate Center, Limited Partnership to the Town of Farmington dated

September 8, 1989 and recorded on February 15, 1990 in Volume 407 at Page 223 of the Farmington Land Records (the "Access Easement").

Together with terms and conditions of a certain Ground Lease Agreement (the "Ground Lease") by and between STATE OF CONNECTICUT, ACTING BY AND THROUGH THE UNIVERSITY OF CONNECTICUT as Landlord, and THE JACKSON LABORATORY as Tenant, Notice (the "Notice of Lease") of which is dated as of January 5, 2012 and recorded in the Farmington Land Records.

The Phase 2 Premises being substantially one and the same as the PHASE 2 PREMISES on a preliminary map entitled "PROPOSED LEASE AREAS MAP WITHIN LAND OF THE STATE OF CONNECTICUT TO BE GRANTED TO THE JACKSON LABORATORY FARMINGTON AVENUE – CONNECTICUT ROUTE 4 FARMINGTON, CONNECTICUT" Scale 1"=50' Date: December 28, 2011, by Stein Survey, a copy of which will be recorded as an exhibit to the Notice of Lease in the Farmington Land Records.

Portion of 263 Farmington Avenue

All that certain piece or parcel of land situated in the Town of Farmington of the County of Hartford, State of Connecticut, being a portion of land on a map entitled "Land to be Acquired from William F. O'Meara William F. O'Meara et al. & Mar-Will Corp. by the State of Connecticut in Farmington, Connecticut," Scale 1"=100' August 25, 1962 F P Molloy & Associates Consulting Engineers and recorded as map C36-2225 of the Farmington Land Records and being a portion of other land of the State of Connecticut and being Phase 1 Premises on a map entitled "Proposed Lease Areas Map Within Land of the State of Connecticut To Be Granted To The Jackson Laboratory, Farmington Avenue – Connecticut Route 4, Farmington, Connecticut, Scale: 1"=50' – Date: December 28, 2011, Stein Survey" and being more particularly bounded and described as follows:

Beginning at a point being the most south corner of the Phase 1 Premises and being the southeast corner of the hereinbefore-described Phase 2 Premises and being a northeast corner of land formerly of Martin J. O'Meara, et al. and being along a west line of other land of the State of Connecticut;

Thence running northerly along said Phase 2 Premises land, a distance of 876 feet, more or less to the centerline of a drive known as "Dowling Way";

Thence turning and running easterly along said centerline, a distance of 181 feet, more or less to a point being the intersection of said centerline and a line being 5 feet west from and parallel to the back of a sidewalk along a drive known as "Main Road";

Thence turning and running along said line being 5 feet west from and parallel to the back of a sidewalk along drives known as "Main Road", a connector drive, and "West Road" and extensions thereof, a distance of 823 feet, more or less to a point;

Thence turning and running easterly, a distance of 157 feet, more or less to a point;

Thence turning and running southerly, a distance of 203 feet, more or less to the point and place of beginning.

The herein described Phase 1 Premises contains 5.3 acres, more or less.

Together with terms and conditions of the Ground Lease.

The Phase 1 Premises being substantially one and the same as the PHASE 1 PREMISES on a preliminary map entitled "PROPOSED LEASE AREAS MAP WITHIN LAND OF THE STATE OF CONNECTICUT TO BE GRANTED TO THE JACKSON LABORATORY FARMINGTON AVENUE – CONNECTICUT ROUTE 4 FARMINGTON, CONNECTICUT" Scale 1"=50'
Date: December 28, 2011, by Stein Survey, a copy of which will be recorded as an exhibit to the Notice of Lease in the Farmington Land Records.

The above-described premises are subject to the following:

AS TO BOTH PARCELS:

1. Real Estate Taxes to the Town of Farmington on the Grand List of October 1, 2010, and thereafter, as the same may become due and payable.
2. Sewer Use Charges due the Town of Farmington.
3. Water Charges as may be due the Metropolitan District Commission
4. Riparian or littoral rights of others in and to any body of water abutting or crossing through the premises.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Upgrade and Expansion of the Farmington Water Pollution Control Plant – billed to UCONN Health Center – Yearly payments of \$72,114.60 next bill due July 2012. 2011 payment is made.

7. Terms and conditions of a certain Ground Lease Agreement by and between STATE OF CONNECTICUT, ACTING BY AND THROUGH THE UNIVERSITY OF CONNECTICUT as Landlord, and THE JACKSON LABORATORY as Tenant, Notice of which is dated as of January 5, 2012 and recorded in the Farmington Land Records.

AS TO 299 FARMINGTON AVENUE (THE PHASE 2 PREMISES) ONLY:

8. Caveat by The Water Bureau of the Metropolitan District against William Francis O'Meara, et al dated June 27, 1967 and recorded in Volume 184, Page 450 of the Farmington Land Records.
9. Drainage Covenant between William F. O'Meara, Bernard M. O'Meara and Marguerite O'Meara Egan and Bernard M. O'Meara, Marguerite F. Storrs, William Foster O'Meara, Marguerite Egan, Martin J. O'Meara, Jr. , Patricia Ann Jevons, Elizabeth Ann Mahoney and Estate of Mary Ellen Padgett dated June 10, 1981 and recorded in Volume 281, Page 849 of the Farmington Land Records.
10. Sewer Easement from William F. O'Meara, Bernard M. O'Meara, John F. O'Meara and Marguerite O'Meara Egan to the Town of Farmington dated June 10, 1981 and recorded in Volume 281, Page 853 of the Farmington Land Records.
11. Sixty-five foot building line and rights of ingress and egress, if any, in favor of Farms Associates as reference in a Warranty Deed from Frank P. Carabillo to Farm Hollow Corporate Center, Limited Partnership dated December 27, 1985 and recorded in Volume 324, Page 655 of the Farmington Land Records.
12. Possible rights of ingress and egress in favor of Farms Associates as referenced in a Warranty from Frank P. Carabillo to Farm Hollow Corporate Center, Limited Partnership dated December 27, 1985 and recorded in Volume 324, Page 655 of the Farmington Land Records.
13. Easement for ingress and egress from Farm Hollow Corporate Centers, Limited Partnership to Farms Associates dated October 23, 1986 and recorded in Volume 343, Page 374 of the Farmington Land Records.
14. Variance regarding parking and landscape buffer issued to Farm Hollow Corporate Center, Limited Partnership by the Farmington Zoning Board of Appeals recorded February 29, 1988 in Volume 373, Page 98 of the Farmington Land Records.
15. Variance regarding parking and landscape buffer issued to Farm Hollow Corporate Center, Limited Partnership by the Farmington Zoning Board of Appeals recorded August 23, 1990 in Volume 414, Page 701 of the Farmington Land Records.

16. Fence Easement from the Board of Trustees of the University of Connecticut to Farms Associates dated January 24, 2005 and recorded in Volume 850, page 752 of the Farmington Land Records.

As to the appurtenant easement for landscaping and pavement adjustment from Farms Associates to Farm Hollow Corporate Center, Limited Partnership dated November 17, 1986 and recorded in Volume 343, Page 379 of the Farmington Land Records:

A. Reciprocal Easement Agreement by and between Farms Associates, Farmington Office Associates and Murray O. Gibson, et al, dated November 18, 1986 and recorded in Volume 343, Page 383 of the Farmington Land Records.

B. Notice of Lease from Farms Associates to Richard H. Gordon dated October 24, 1977 and recorded in Volume 257, page 766 of the Farmington Land Records.

C. Notice of Lease from Farms Associates to Murray O. Gibson, et al, dated February 27, 1978 and recorded in Volume 259, Page 733 of the Farmington Land Records.

AS TO 263 FARMINGTON AVENUE (THE PHASE 1 PREMISES) ONLY:

17. Drainage easements referenced in a Warranty Deed from Bernard M. O'Meara, et al, to the State of Connecticut dated March 13, 1963 and recorded in Volume 164, Page 222 of the Farmington Land Records.
18. Caveat by the Metropolitan District against the State of Connecticut dated June 30, 1967 and recorded in Volume 184, Page 452 of the Farmington Land Records.
19. Gas pipe easement from the State of Connecticut to Connecticut Natural Gas Corporation dated April 9, 1969 and recorded in Volume 194, Page 396 of the Farmington Land Records.
20. Electrical distribution easement from the State of Connecticut to The Hartford Electric Light Company dated August 6, 1969 and recorded in Volume 196, Page 503 of the Farmington Land Records.
21. Final Sewer Assessment by the Farmington Water Pollution Control Authority of the Town of Farmington against the State of Connecticut dated September 14, 1983 and recorded in Volume 298, Page 217 of the Farmington Land Records.

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