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TAX INCREMENT FINANCING AGREEMENT

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BY AND BETWEEN

TOWN OF WESTFORD
TOWN CLERK'S OFFICE

THE TOWN OF WESTFORD,

AND

CYNOSURE, INC.

THIS AGREEMENT is made this day of _____, 2014, by and between the Town of Westford, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at Town Hall, 55 Main Street, Westford, MA 01886 (hereinafter referred to as the "TOWN"), and Cynosure, Inc., a corporation organized under the laws of Delaware, having a business address at 5 Carlisle Road, Westford, MA Attention: Timothy Baker (hereinafter referred to as the "COMPANY").

WITNESSETH

WHEREAS, Pursuant to M.G.L. c.23A §3D, c. 40, §59 and 760 CMR 22.04 and 402CMR 2.00, the Massachusetts Economic Assistance Coordinating Council ("EACC") has designated the TOWN as part of the 495 Technology Corridor Economic Target Area (ETA), thereby permitting the TOWN to designate a TAX INCREMENT FINANCING ("TIF") Zone within such area.

WHEREAS, the COMPANY is expanding to occupy approximately 90% of the office buildings located at 3-5 Carlisle Road, entering into a long term lease and is making tenant improvements, furniture, fixtures and equipment investments in these buildings (collectively, the "FACILITY"), and more particularly as shown on the plan attached hereto as Exhibit A;

WHEREAS, the COMPANY has entered into a long term lease with the "OWNER" (hereafter defined) of the FACILITY;

WHEREAS, the COMPANY, over time, will be making tenant improvements, equipping and operating the FACILITY for its use in the COMPANY'S research and development and related activities (the "CERTIFIED PROJECT");

WHEREAS, the CERTIFIED PROJECT, when complete and at full operational capacity, will bring approximately one hundred and thirty (130) permanent, full-time jobs to Westford and another fifty-five (55) new jobs will be created, and the improvements represent an investment of approximately Three million dollars (\$3,000,000) in tenant improvements, equipment, furniture and fixture and other improvement costs.

WHEREAS, the COMPANY anticipates that such jobs will be created and investments made within five years from the date of initial occupancy of the CERTIFIED PROJECT.

WHEREAS, the COMPANY is seeking a Tax Increment Financing Exemption from the TOWN (the "EXEMPTION") in order to enhance the financial viability of the CERTIFIED

PROJECT to be established at the FACILITY, in accordance with the Massachusetts Economic Development Incentive Program and Chapter 23A of the Massachusetts General Laws;

WHEREAS, the assessed valuation of the FACILITY for fiscal year 2014 is \$9,655,100.

WHEREAS, the TOWN strongly supports increased economic development to provide additional jobs for residents of the TOWN, to expand commercial, retail and industrial activity within the TOWN, and to develop a healthy economic and strong tax base; and

WHEREAS, the CERTIFIED PROJECT will further the economic development goals and the criteria established for the ETA and the TIF ZONE;

NOW, THEREFORE, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. TAX INCREMENT FINANCING EXEMPTION

1. The TOWN, acting by and through its Board of Selectmen, subject to approval by the Town Meeting, hereby enters into this Tax Increment Financing Agreement (the "AGREEMENT") with the COMPANY for the CERTIFIED PROJECT.
2. Subject to Town Meeting approval of the AGREEMENT, the EXEMPTION is hereby granted by the TOWN to the COMPANY in accordance with Chapter 23A, Section 3D; Chapter 40, Section 59; Chapter 240, Acts of 2010 and Chapter 59, Section 5 of the Massachusetts General Laws. The EXEMPTION shall be for the period of five (5) years (the "EXEMPTION PERIOD"), commencing with Fiscal Year 2015 (which begins July 1, 2014) and ending with Fiscal Year 2019 (which ends June 30, 2019) and shall provide a percentage EXEMPTION from taxation, as described in the table below, on the increased value of the FACILITY resulting from the CERTIFIED PROJECT. The EXEMPTION shall be calculated and remain unchallenged for each fiscal year as follows:

YEAR	FISCAL YEAR	REAL PROPERTY TAX EXEMPTION
1	<i>2015 (7/1/2014-6/30/2015)</i>	<i>25% of the increase in valuation</i>
2	<i>2016 (7/1/2015-6/30/2016)</i>	<i>25% of the increase in valuation</i>
3	<i>2017 (7/1/2016-6/30/2017)</i>	<i>25% of the increase in valuation</i>
4	<i>2018 (7/1/2017-6/30/2018)</i>	<i>25% of the increase in valuation</i>
5	<i>2019 (7/1/2018-6/30/2019)</i>	<i>25% of the increase in valuation</i>

3. The EXEMPTION formula for the CERTIFIED PROJECT will be calculated as prescribed by the Massachusetts General Laws Chapter 40, Section 59 and in 760 CMR 22.00. The EXEMPTION formula shall apply to the incremental difference in the assessed valuation of the FACILITY between the base valuation

in the base year, which shall be fiscal year 2014, and the annual increase in assessed valuation of the FACILITY for the five (5) years.

4. The agreed base valuation of \$9,655,100. for FY 2014 is the assessed value of the FACILITY in the fiscal year immediately prior to the fiscal year in which the property becomes eligible for the EXEMPTION.

B. CONDITIONS

The EXEMPTION granted to the COMPANY by the TOWN hereby is in consideration of the COMPANY'S commitments stated hereafter as follows:

1. To transfer one hundred thirty (130), permanent full-time jobs within twenty-four (24) months from the state incentive award under the Massachusetts Economic Development Incentive Program and to create an additional fifty-five (55) new, permanent full-time jobs over a five year period from the date of occupancy as outlined in the "Certified Project Application," dated as of February 25, 2014, ("CERTIFIED PROJECT APPLICATION") submitted to the TOWN by the COMPANY in connection with OWNER and the COMPANY'S request for the EXEMPTION. Such new jobs shall be in addition to existing jobs at the FACILITY, currently numbering one hundred and seventy five (175);
2. To invest approximately Three Million Dollars (\$3,000,000.00) in tenant improvements, furniture, fixtures and new equipment at the FACILITY, as described in the CERTIFIED PROJECT APPLICATION which investments shall be placed in use by the date which is five years from the date of initial occupancy of the CERTIFIED PROJECT;
3. To cooperate with the local Office of the Massachusetts Department of Employment and Training and other agencies, as appropriate, in seeking to fill job vacancies with the COMPANY as they develop, and operate a job outreach program whereby Westford residents are made aware of job opportunities with the COMPANY, including advertising in the local newspapers encouraging such residents to apply for employment with the COMPANY any time advertisements are otherwise placed by the COMPANY for employment at the FACILITY;
4. To submit annual reports on job creation, job retention and new investments at the FACILITY to the TOWN, and the EACC by March 31 of each year during the EXEMPTION PERIOD, on the form adopted by EACC for such purpose; and
5. To pay all real estate taxes owed the TOWN relating to the FACILITY in a timely fashion.

C. ADDITIONAL PROVISIONS

1. The COMPANY agrees that the TOWN has the right to petition the EACC to decertify the project and revoke this AGREEMENT if the TOWN, acting through its Board of Selectmen, determines that the COMPANY has failed in any material

way to meet any of the obligations as set forth in this AGREEMENT, subject to the provisions of Section C5. Upon de-certification by the EACC, the TOWN shall discontinue the EXEMPTION benefits described above, commencing with the fiscal year immediately following the year for which the COMPANY has so failed to meet its obligations. Prior to filing any such petition for de-certification, however, the TOWN shall give the COMPANY written notice of the alleged defaults and an opportunity to be heard at a public hearing on the matter. If the TOWN is satisfied that the COMPANY has made a good faith effort to meet its obligations under this AGREEMENT, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of the AGREEMENT, prior to the TOWN filing a de-certification petition.

2. The COMPANY shall give the TOWN two (2) month's written notice prior to any proposed change in the use of, or proposed disposition of the FACILITY. Said notice shall be given to the Town Manager, 55 Main Street, Westford, MA 01886. The TOWN shall not, except as required by law, disclose any information provided by the COMPANY regarding the proposed change in the use of, or proposed disposition of the FACILITY.
3. Pursuant to the 760 CMR 22.05 (8)(d), this AGREEMENT shall be binding upon all parties to it, and be binding upon the COMPANY and its successors and assigns and shall inure to the benefit of affiliates of the COMPANY so long as the CERTIFIED PROJECT has not been de-certified by the EACC. Notwithstanding the existing tenant lease on the FACILITY, if the COMPANY decides to sell or sublease the FACILITY or assign its leasehold interest, the COMPANY shall give the TOWN at least two (2) month's written notice of said sale, sublease or assignment. Said notice shall be given to the Town Manager at the above address.
4. The CERTIFIED PROJECT becomes eligible for the EXEMPTION on the July 1st following the date on which the EACC approves the TIF Plan pursuant to which this AGREEMENT is executed, as provided in 760 CMR 22.05 (4)(d).
5. If any provision of this AGREEMENT shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this AGREEMENT shall be deemed to be amended to the minimum extent necessary to provide to the TOWN, and the COMPANY substantially the benefits set forth in this AGREEMENT.
6. All notices permitted or required under the provisions of the AGREEMENT shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed above or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when delivered or when delivery is refused.

7. Francis X. Wentworth, as Manager of Normandy Fund Submanagement Co., LLC for GLENBOROUGH WESTFORD CENTER LLC is the fee OWNER of the land on which the FACILITY will be located. The COMPANY, as “tenant”, currently has a lease for portions of 3 and 5 Carlisle Road, through a lease most recently amended November 18, 2013. The OWNER hereby assents to this Tax Increment Financing Agreement by and between The Town of Westford and Cynosure, Inc. by executing the Assent attached hereto as Exhibit B, and agrees that all of the benefits of this Tax Increment Financing Agreement shall enure to the COMPANY.

WITNESSETH the execution and delivery of this AGREEMENT by the TOWN OF WESTFORD, and CYNOSURE, INC. as an instrument under seal as of the date first above written.

The **TOWN OF WESTFORD**, by its Board of Selectmen, duly authorized pursuant to Town Meeting vote under Article ___ of the 2014 Annual Town Meeting, duly called and held on March 22, 2014

CYNOSURE, INC.

By: Authorized Officer

By:

BOARD OF SELECTMEN

Exhibit A - Map of FACILITY and EOA

EXHIBIT B

OWNER'S ASSENT

Owner hereby assents to the foregoing Tax Increment Financing Agreement by and between the Town of Westford (the "Town") and Cynosure, Inc. ("Cynosure") dated _____, 2014 (the "Agreement"), provided that (i) Cynosure is solely responsible for any and all commitments and obligations of Cynosure set forth in the Agreement; (ii) any information furnished by Cynosure to the Town is furnished solely by Cynosure and the Owner does not represent or warrant the accuracy of any of such information contained in the Agreement, projections made, or expectations assumed; (iii) the Owner hereby disclaims any and all representations and warranties, express or implied, with respect thereto, and the Town and Cynosure hereby acknowledge and agree no such representations or warranties have been, or are hereby, made on behalf of Owner; (iv) nothing contained in the Agreement will be deemed to impose any duty on Owner; (v) Owner will not incur any liability whatsoever for any act, omission to act, or breach of any kind by Cynosure of any term, provision, commitment, representation or warranty contained in the Agreement; and (vi) Owner is hereby released from any claims by either Cynosure and/or the Town against the Owner which are in any way related to or arise out of the Agreement. Notwithstanding the above terms, the Owner acknowledges that any and all rights, remedies and recourse of the Town under the provisions of General Laws Chapter 60 relative to the collection of real estate taxes assessed with respect to the subject property are excluded from the scope hereof and are expressly reserved by the Town as against Cynosure and/or the Owner, as the respective tenant and owner of said property, but as aforesaid, in no event shall Owner be responsible for any tax relief granted to Cynosure under the Agreement (i.e. no "claw-back").

IN WITNESS, WHEREOF, executed this ____ day of _____ 2014.

OWNER:

GLENBOROUGH WESTFORD CENTER LLC:

By: Normandy Fund Submanagement Co., LLC

By: _____
 Name: Francis X. Wentworth
 Title: Manager