

may have to develop any portion of the Site pursuant to the Rezoning Amendment in any manner inconsistent with the terms of this Agreement. The Developer shall immediately cease all development of the Site and related construction activities inconsistent with this Agreement. In the event of any breach by Developer of this Section 11.3.1, the Town shall, in addition to all other remedies available to the Town at law, be immediately entitled to equitable and injunctive relief to enforce this Agreement and, until Developer fully cures the breach of this Agreement, to stop development of the Site, it being agreed that the Town would be irreparably harmed if such development were to proceed or continue and that monetary damages would be insufficient relief to redress the Town. The provisions of this section 11.3.1 shall survive any termination of this Agreement.

11.4 As and when requested by the Developer, the Board, acting through a majority of its members, will reasonably cooperate with the Developer and its successors and assigns with regard to the status of the Developer's obligations or satisfaction thereof under this Agreement for the benefit of Developer's Mortgagee and institutional lenders to whom Developer has applied for financing with respect to all or any portions of the Project; provided however, in no event shall the Town be required to bear any costs or liabilities with respect to such cooperation nor to provide any legal opinions with respect to the Site, zoning, the Project, or Developer's obligations or satisfaction of this Agreement.

11.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. This Agreement may be signed in multiple counterparts. The parties hereby consent to non-exclusive jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the Counties of Norfolk or Suffolk. No party shall be deemed this Agreement's drafter and no inferences concerning its terms shall be drawn against any party on that ground.

Existing  
provision

11.6 Any modifications or amendments to this Agreement related to the Development District, Development Program, DIF Warrant Article, District Improvement Financing, Financing Plan or any Town Meeting vote on any of the same, shall be subject to G.L. c. 40Q, if applicable. In addition, any modifications or amendments to this Agreement must be in writing executed by the Board and the duly authorized representative of the Developer and/or its successors and assigns, as applicable. The parties acknowledge and agree that no modifications or amendments to this Agreement shall be made unless and until a duly noticed public hearing has been held by the Board regarding such proposed modification or amendment, which proposed modification or amendment shall require (a) if occurring before the 2015 Annual Town Meeting, a majority vote of the members of the Board at a meeting at which a quorum is present for its passage, or (b) if occurring after the 2015 Annual Town Meeting, (i) a supermajority (4/5's) vote by the Board at a meeting at which all members are present for passage and (ii) a subsequent approval by Town Meeting.

11.7 Notwithstanding any provision herein to the contrary, if (a) the Appropriations Article, Rezoning Article, Town Acquisition Article or Zoning Map Amendment Article are not adopted by a Town Meeting, (b) if any of such warrant articles are adopted by Town Meeting with material modification not agreed to in writing by the Board and the