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Transactional Matter Files

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**APA - Article IX Section 9.8 Counterparts**

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This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement except as contemplated by Article VIII and Section 2.3(i). No assignment of this Agreement or of any rights or obligations hereunder may be made by any party, directly or indirectly (by operation of Law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, Buyer may assign all of its rights, obligations and interests hereunder to one or more of its Affiliates or wholly-owned Subsidiaries, or to a third party.

#### **9.8 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

#### **9.9 Waiver of Jury Trial.**

Each party hereto hereby waives to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any Legal Proceeding directly or indirectly arising out of, under or in connection with this Agreement, any Seller Documents, any Buyer Documents or any transaction contemplated hereby or thereby. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other party hereto have been induced to enter into this Agreement, the Seller Documents and the Buyer Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.9.

#### **9.10 Governing Law.**

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois applicable to contracts made and performed entirely in Illinois, without references to the conflicts of law rules of such State. Any and all claims based on this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Chicago, Illinois.

#### **9.11 Specific Performance.**

Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached after the Closing. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted after the Closing and in any court of the United States or in any state thereof having jurisdiction