AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON NOVEMBER 12, 1996

REGISTRATION NO. 333-13991

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

AMENDMENT NO. 1

TO

FORM S-1

REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

WEST TELESERVICES CORPORATION

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBER)	(I.R.S. EMPLOYER IDENTIFICATION NO.)
DELAWARE	**7389**	**47-0777362**

9910 MAPLE STREET
OMAHA, NEBRASKA 68134
(402) 571-7700
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF **REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)**

TROY L. EADEN
CHIEF EXECUTIVE OFFICER
WEST TELESERVICES CORPORATION
9910 MAPLE STREET
OMAHA, NEBRASKA 68134
(402) 571-7700
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, **OF AGENT FOR SERVICE)**

COPIES TO:

JOHN S. D'ALIMONTE	VIRGIL K. JOHNSON	MARK B. TRESNOWSKI
WILLKIE FARR & GALLAGHER	ERICKSON & SEDERSTROM, P.C.	KIRKLAND & ELLIS
ONE CITICORP CENTER	10330 REGENCY PARKWAY DRIVE	200 RANDOLPH DRIVE
153 EAST 53RD STREET	OMAHA, NEBRASKA 68114	CHICAGO, ILLINOIS 60601
NEW YORK, NEW YORK 10022	(402) 397-2200	(312) 861-2000
(212) 821-8000		

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after the effective date of this Registration Statement.

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If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. [_]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [_]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Common Stock, par value $.01 per share...	$128,000,000	$38,787(2)

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457 under the Securities Act of 1933, as amended.

(2) Fee in the amount of $38,787 was previously paid.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT THAT SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

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CROSS REFERENCE SHEET

CROSS-REFERENCE SHEET FURNISHED PURSUANT TO ITEM 501(B) OF REGULATION S-K SHOWING LOCATION IN THE PROSPECTUS OF INFORMATION REQUIRED BY ITEMS OF FORM S-1.

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FORM S-1 ITEM NUMBER AND CAPTION	CAPTION IN PROSPECTUS
1. Forepart of the Registration Statement and Outside Front Cover Page of Prospectus....	Facing Page; Cross Reference Sheet; Outside Front Cover Page of Prospectus
2. Inside Front and Outside Back Cover Pages of Prospectus.....	Inside Front and Outside Back Cover Pages of Prospectus
3. Summary Information, Risk Factors and Ratio of Earnings to Fixed Charges...	Facing Page; Prospectus Summary; Summary Combined Financial Data; Risk Factors
4. Use of Proceeds.....	Prospectus Summary; Use of Proceeds
5. Determination of Offering Price.....	Outside and Inside Front Cover Pages of Prospectus; Underwriting
6. Dilution.....	Risk Factors; Dilution
7. Selling Security Holders.....	Not Applicable
8. Plan of Distribution.....	Outside Front Cover Page of Prospectus; Underwriting
9. Description of Securities to be Registered.....	Outside Front Cover Page of Prospectus; Prospectus Summary; Dividend Policy; Capitalization; Description of Capital Stock; Shares Eligible for Future Sale
10. Interests of Named Experts and Counsel.....	Legal Matters; Experts
11. Information with Respect to the Registrant.....	Inside and Outside Front Cover Pages of Prospectus; Additional Information; Prospectus Summary; Risk Factors; Use of Proceeds; Dividend Policy;
Capitalization;	Selected Combined Financial and Operating Data; Management's Discussion and
Analysis	of Financial Condition and Results of Operations; Business; Management; Certain Transactions; Principal Stockholders; Description of Capital Stock; Shares Eligible for Future Sale; Underwriting; Financial Statements; Legal Proceedings
12. Disclosure of Commission Position on Indemnification for Securities Act Liabilities.....	Not Applicable

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+INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A
+
+REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE
+
+SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY
+
+OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT
+
+BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR
+
+THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE
+
+SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE
+
+UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF
+
+ANY SUCH STATE.
+

++

SUBJECT TO COMPLETION, DATED NOVEMBER 12, 1996

5,700,000 SHARES

[LOGO OF WEST APPEARS HERE]

WEST TELESERVICES CORPORATION
COMMON STOCK
(PAR VALUE $0.01 PER SHARE)

All of the 5,700,000 shares of Common Stock offered hereby are being sold by the Company. Prior to this Offering there has been no public market for the Common Stock. It is currently estimated that the initial public offering price will be between $14.00 and $16.00 per share. See "Underwriting" for a discussion of the factors to be considered in determining the initial public offering price.

SEE "RISK FACTORS" BEGINNING ON PAGE 8 FOR CERTAIN RISKS RELEVANT TO AN INVESTMENT IN THE COMMON STOCK.

The Common Stock has been approved for quotation on the Nasdaq National Market under the symbol "WTSC."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	INITIAL PUBLIC OFFERING PRICE	UNDERWRITING DISCOUNTS(1)	PROCEEDS TO COMPANY(2)
Per Share	$	$	$
Total(3)			

(1) The Company, Gary L. West and Mary E. West have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.
(2) Before deducting estimated expenses payable by the Company of $.

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(3) The Company has granted the Underwriters an option for 30 days to purchase up to an additional 855,000 shares at the initial public offering price per share, less the underwriting discount, solely to cover over-allotments. If such option is exercised in full, the total initial public offering price, underwriting discount and proceeds to Company will be $, $, and $, respectively. See "Underwriting."

The shares offered hereby are offered severally by the Underwriters, as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that certificates for shares will be ready for delivery in New York, New York, on or about , 1996, against payment therefor in immediately available funds.

GOLDMAN, SACHS & CO.

SALOMON BROTHERS INC
SMITH BARNEY INC.

The date of this Prospectus is November , 1996.

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[ART]

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE COMMON STOCK OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NASDAQ NATIONAL MARKET, IN THE OVER-THE-COUNTER MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and the financial statements and notes thereto appearing elsewhere in this Prospectus. Unless the context otherwise requires and except as otherwise specified, (i) references herein to the "Company" include West TeleServices Corporation and its direct and indirect subsidiaries (West Telemarketing Corporation, West Interactive Corporation, West Telemarketing Corporation Outbound, Interactive Billing Services, Inc. and West Interactive Canada, Inc.) and (ii) the information in this Prospectus assumes that the Underwriters' over-allotment option will not be exercised. Except as otherwise specified, all information (financial and otherwise) in this Prospectus has been adjusted to reflect a reorganization of the Company and certain of its affiliates to become effective prior to the closing of the Offering which will terminate the S Corporation tax status of five companies affiliated with the Company (the "Reorganization"). See "Reorganization and Termination of S Corporation Status."

This Prospectus contains forward-looking statements which involve risks and uncertainties. The Company's actual results in the future could differ significantly from the results discussed or implied in this Prospectus. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business," as well as those discussed elsewhere in this Prospectus.

THE COMPANY

The Company is one of the largest independent teleservices companies in the United States, and provides a full range of customized telecommunications-based services to business clients on an outsourced basis. The Company is a leading provider in each of inbound operator services, automated voice response services and outbound direct teleservices. The Company's inbound operator services ("Inbound") consist of live operator call-processing applications such as order capture, customer service and product support. Inbound was established in 1986 with the goal of becoming the leading inbound teleservices operation in the United States and represented approximately 28.9% of the Company's revenue in 1995. The Company's automated voice response services ("Interactive") consist of computerized call-processing applications such as automated product information requests, computerized surveys and polling, and secure automated credit card activation. Interactive began operations in 1989 with the goal of establishing the leadership position in automated voice response services and represented approximately 38.4% of the Company's revenues in 1995. The Company's outbound direct teleservices ("Outbound") consist of live operator direct marketing applications such as product sales and customer acquisition and retention campaigns. Outbound began operations in 1990 with the goal of becoming one of the leading teleservices organizations in the United States and represented approximately 32.7% of the Company's revenue in 1995. The Company has developed proprietary technology platforms designed to provide a high degree of automation and reliability in all three of its businesses. This technology also enables the Company to efficiently integrate a range of its services. The Company believes that its ability to offer integrated services for its clients distinguishes it from most of its competitors.

The Company targets businesses in highly competitive, consumer-based industries, including telecommunications, insurance, banking, pharmaceuticals, public utilities, consumer goods and computer software services, that require large volume applications. Representative clients include: AT&T Corp. ("AT&T"), America Online Inc., Commonwealth Edison Company, MBNA Corporation, Merck & Co., Inc., Sun Microsystems Inc., Time-Life, Inc. and Turner Broadcasting System, Inc. The Company's revenue and pro forma net income for 1995 were $256.9 million and $23.6 million, respectively. The Company's revenue and pro forma net income for the nine months ended September 30, 1996 were $235.2 million and $23.2 million, respectively.

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The Company operated approximately 4,000 telephone workstations as of September 30, 1996 in six state-of-the-art call centers located in Nebraska, Texas and Virginia which it uses for inbound and outbound services, and maintained approximately 5,400 proprietary interactive voice response ports as of September 30, 1996 for its automated voice response services. The Company has deployed multiple automatic call distributors, predictive dialers, a proprietary interactive voice response platform and multiple mainframe computer systems, in combination with an intelligent workstation environment, in order to fully automate and manage the Company's information-processing requirements. The Company believes it has designed and implemented a sophisticated technology platform, permitting it to provide flexible, high-quality and cost-effective service solutions for its clients.

COMPANY STRATEGY

The Company believes that it is one of the leading providers in the teleservices industry and is well positioned to benefit from the continued growth in outsourced teleservices. The Company's objective is to enhance its leading position in each of inbound, automated voice response and outbound services. The principal elements of the Company's strategy are:

I. LEVERAGE ABILITY TO PROVIDE INTEGRATED SERVICE SOLUTIONS

The Company is able to design and implement highly flexible applications which combine the large volume call capacity of automated voice response with the specialized customer service capabilities of inbound and outbound services. Furthermore, the Company leverages its ability to provide integrated services by cross-selling its services to its clients to capture an increasing share of their outsourced business.

II. PURSUE RECURRING LARGE AND VOLUME APPLICATIONS

The Company has developed its facilities and operations specifically to provide effective service to clients which generate large and recurring call volumes. The Company has established a strong track record in successfully managing client programs which produce such volumes.

III. CAPITALIZE ON STATE-OF-THE-ART TECHNOLOGY

The Company seeks to capitalize on its state-of-the-art technology, which enables the Company to offer premium quality, flexible and cost-effective service solutions to its clients. The Company believes that its significant and continuing investment in sophisticated call center technology, including proprietary interactive voice response technology, proprietary scheduling systems, computer telephony integration systems, advanced call management software systems and high speed, fault-tolerant computer systems, is a competitive advantage.

IV. PROVIDE PREMIUM QUALITY SERVICES

The Company differentiates the quality of its services through its ability to quickly respond to new applications and short-term volume fluctuations, efficiently address staffing needs, effectively employ operating systems that can process client campaign data and provide sophisticated reports as well as through its extensive training program and an experienced management team.

V. DEVELOP LONG-TERM CLIENT RELATIONSHIPS

The Company focuses on developing long-term client relationships. The Company seeks to develop a detailed understanding of each of its clients' specialized businesses, which enables it to create customized solutions which meet clients' needs and minimize client turnover.

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VI. LEVERAGE STRONG MANAGEMENT EXPERIENCE

The Company's management team possesses extensive industry experience in inbound, automated voice response and outbound services. The Company's management team has proven experience managing the rapid growth of the business. The Company believes that it has distinguished itself through its ability to attract and retain some of the most talented managers in the industry.

REORGANIZATION

Prior to the closing of this Offering, each of the stockholders of West Telemarketing Corporation, West Interactive Corporation and West Telemarketing Corporation Outbound will exchange the capital stock of such company for shares of Common Stock. Simultaneously, the stockholders of Interactive Billing Services, Inc. and West Interactive Canada, Inc. will transfer their shares of capital stock to West Interactive Corporation for nominal consideration (such stock transfer together with the stock exchange described above, the "Reorganization"). Pursuant to the Reorganization, the S Corporation tax status of the five foregoing companies will be terminated. Prior to the Reorganization, Gary L. West and Mary E. West beneficially owned in the aggregate greater than 73.0%, and Troy L. Eaden beneficially owned 15.0%, of the outstanding shares of common stock of each of the foregoing companies. Following consummation of the Reorganization but prior to this Offering, Gary L. West and Mary E. West will beneficially own in the aggregate approximately 80.1%, and Troy L. Eaden will beneficially own approximately 15.0%, of the shares of Common Stock. West Telemarketing Corporation was founded in 1986 and the Company was incorporated in 1994 under the laws of the State of Delaware. The Company's principal executive offices are located at 9910 Maple Street, Omaha, Nebraska 68134, and its telephone number is (402) 571-7700.

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THE OFFERING

Common Stock Offered in the Offering.....	5,700,000 shares
Common Stock Outstanding after the Offering.....	62,475,000 shares(1)
Use of Proceeds.....	The net proceeds from the Offering are estimated to be $77.5 million. Of such proceeds, the Company estimates that approximately $27.6 million will be used to repay certain debt, $43.9 million will be used to repay all notes payable to existing stockholders issued in connection with the termination of S Corporation tax status and the balance will be used for working capital and general corporate purposes including possible acquisitions. See "Use of Proceeds."
Proposed Nasdaq National Market symbol	"WTSC"

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(1) Excludes (i) 3,634,900 shares of Common Stock issuable upon exercise of outstanding stock options issued in connection with this Offering under the Company's 1996 Stock Incentive Plan (the "1996 Plan"), each of which has an exercise price equal to the initial public offering price, and (ii) an additional 5,864,600 shares of Common Stock reserved for future issuance under the 1996 Plan.

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SUMMARY CONSOLIDATED FINANCIAL AND OPERATING DATA

	YEAR ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 30,	
	1991	1992	1993	1994	1995	1995	1996
INCOME STATEMENT DATA:	(IN THOUSANDS, EXCEPT PER SHARE AND SELECTED OPERATING DATA)						
Revenue	$69,873	$101,208	$142,508	$186,512	$256,894	$187,332	$235,188
Cost of services	38,579	56,181	77,785	102,707	146,531	106,481	134,048
Selling, general and administrative expenses	21,675	32,789	45,041	51,904	70,575	49,887	63,071
Litigation settlement	--	--	4,400	--	--	--	--
Net operating income	9,619	12,238	15,282	31,901	39,788	30,964	38,069
Net other (expense)	(704)	(600)	(1,020)	(1,195)	(3,050)	(2,241)	(2,089)
Net income before pro forma tax provision(1)	8,915	11,638	14,262	30,706	36,738	28,723	35,980
Pro forma provision for income taxes(1)	2,326	2,832	5,234	10,900	13,130	10,404	12,740
Pro forma net income(1)	$ 6,589	$ 8,806	$ 9,028	$ 19,806	$ 23,608	$ 18,319	$ 23,240
Pro forma net income per share(1)(2)					$ .39	$ .31	$ .39
Weighted average common shares outstanding					59,834	59,834	59,834
SUPPLEMENTARY PRO FORMA DATA(3):							
Net income					$ 25,170	$ 19,493	$ 24,330
Net income per common share					$ .41	$ .32	$ .39
Weighted average common shares outstanding					61,674	61,674	61,674
SELECTED OPERATING DATA:							
Operating margin	13.8%	12.1%	10.7%	17.1%	15.5%	16.5%	16.2%
Number of workstations (at end of period)	973	1,693	2,095	2,228	3,158	2,894	4,015
Number of ports (at end of period)(4)	1,380	2,070	2,530	3,496	3,870	3,496	5,372

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	DECEMBER 31,					SEPTEMBER 30, 1996		
	1991	1992	1993	1994	1995	HISTORICAL	PRO FORMA(5)	PRO FORMA AS ADJUSTED(6)
BALANCE SHEET DATA:								
Working capital.....	$ 38	$(4,905)	$(4,742)	$ 5,408	$ 6,550	$ (840)	$ (2,840)	$ 18,968
Property and equipment, net.....	13,833	21,587	26,396	30,820	45,889	62,709	62,709	62,709
Total assets.....	33,198	49,546	60,225	88,880	123,452	142,368	140,368	149,726
Total debt(7).....	17,581	26,195	23,913	32,608	41,743	47,413	91,292	23,151
Stockholders' equity...	6,488	10,047	13,850	28,593	40,218	45,797	(2,157)	75,343

(1) Prior to the Reorganization, five of the Company's affiliates were S Corporations that were not subject to federal and certain state corporate income taxes. The income statement data reflects a pro forma provision for income taxes as if the reorganized Company had been subject to federal and state corporate income taxes for all periods. The pro forma provision for income taxes represents a combined federal and state tax rate. See "Reorganization and Termination of S Corporation Status" and Note J to Consolidated Financial Statements.

(2) Pro forma net income per share amounts were calculated using 59,834 shares, the number of shares of Common Stock outstanding after giving effect to the Reorganization plus those shares necessary to be issued in this Offering to fund payment of certain notes payable to existing stockholders of three of the Company's affiliates equal to $43.88 million and cash dividends of $2.0 million. See "Reorganization and Termination of S Corporation Status."

(3) Supplementary pro forma net income per share amounts were calculated using 61,674 shares, the number of shares of Common Stock outstanding after giving effect to the Reorganization plus those shares necessary to be issued in this Offering to fund payment of a portion of certain notes payable to existing stockholders of three of the Company's affiliates equal to $43.88 million, cash dividends of $2.0 million and the application of the estimated proceeds of this Offering to repay certain debt of the Company as if such application occurred on January 1, 1995 as described under "Use of Proceeds."

(4) A port is a computer's digital interface to a single telephone line for automated voice response call processing.

(5) Adjusted to give effect to the Reorganization. See "Reorganization and Termination of S Corporation Status."

(6) Adjusted to give effect to payment of a portion of certain notes payable to existing stockholders of three of the Company's affiliates equal to $43.88 million, payment of cash dividends of $2.0 million and the net deferred income tax liability and corresponding income tax expense to be recorded by each of five of the Company's affiliates as a result of its termination of S Corporation status related to the Reorganization, this Offering and the application of the estimated net proceeds therefrom as set forth under "Use of Proceeds."

(7) See "Capitalization" and Notes B, C and D to Consolidated Financial Statements.

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RISK FACTORS

In addition to other information in this Prospectus, the following factors should be carefully considered in evaluating the Company and its business before purchasing the Common Stock offered by this Prospectus. This Prospectus contains forward-looking statements which involve risks and uncertainties. The Company's actual results in the future could differ significantly from the results discussed or implied in such forward-looking statements. Factors that could cause or contribute to such a difference include, but are not limited to, those discussed in "Risk Factors" below, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business," as well as those discussed elsewhere in this Prospectus.

COMPETITION

The market for teleservices is highly competitive and subject to rapid change. Many vendors offer services that are directly competitive with certain services offered by the Company. The Company also experiences competition from the telemarketing operations of internal marketing departments of current and potential clients. These include, for example, reservation centers of major hotel chains and mail order catalog businesses. In addition, some of the Company's services also compete with other forms of marketing such as mail, television and radio. The Company expects competition to increase significantly in the future from existing competitors and from a number of companies that may enter the Company's existing or future markets. Increased competition could have a material adverse effect on the Company.

Certain of the Company's competitors and potential competitors may have financial and other resources substantially greater than those of the Company. In addition, there can be no assurance that, as the Company's industry continues to evolve, additional competitors with greater resources than the Company will not enter the industry or that the Company's clients will not choose to conduct more of their telephone-based sales, marketing or customer service activities internally. See "Business--Competition."

POTENTIAL FUTURE COMPETING TECHNOLOGIES AND TRENDS

The development of new forms of direct sales and marketing techniques, such as interactive home shopping through television, computer networks (including the Internet) and other media, could have a material adverse effect on the demand for the services provided by the Company. The effectiveness of marketing by telephone could also decrease as a result of consumer saturation and increased consumer resistance to teleservices generally and to the services provided by the Company in particular. Although the Company attempts to monitor industry trends and respond accordingly, there can be no assurance that the Company will be able to anticipate and successfully respond to such trends in a timely manner or at all. See "Business--Competition."

RISKS ASSOCIATED WITH MANAGING A RAPIDLY GROWING BUSINESS

The Company has experienced rapid growth over the past several years and anticipates continued growth to be driven primarily by industry trends towards outsourcing of telephone-based sales, marketing and customer service operations and increased penetration by the Company of new and existing clients and markets. The Company's future performance and profitability will depend in part on (i) maintaining in place a sufficient number of highly trained personnel to conduct product implementation, sales activity, training and other customer support services, (ii) its ability to expand, train and manage its employee base and (iii) its ability to successfully enhance its operational, customer support and management systems and adapt those systems, as necessary, to respond to changes in its business. There can be no assurance that the Company will be able to

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manage its recent or any future expansion successfully, and any inability to do so could have a material adverse effect on the Company. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business--Industry Overview--Evolution of the Teleservices Industry."

DEPENDENCE ON TECHNOLOGY

The Company has made significant investments in sophisticated and specialized telecommunications and computer technology, and has focused on the application of this technology to provide customized solutions to meet its clients' needs. The Company anticipates that it will be necessary to continue to select, invest in and develop new and enhanced technology on a timely basis in the future to maintain its competitiveness. There can be no assurance that the Company will be successful in anticipating technological changes or in selecting and developing new and enhanced technology on a timely basis or at all. The Company relies on a combination of trade secret, copyright and trademark laws, nondisclosure and other contractual provisions and technical measures to protect its proprietary rights utilized in connection with the delivery of its services. There can be no assurance that these protections will be adequate to protect its proprietary rights or that the Company's competitors will not independently develop methods and technology that are substantially equivalent or superior to the Company's. Although the Company believes that its trademarks and other proprietary rights do not infringe upon the proprietary rights of third-parties, there can be no assurance that third- parties will not assert infringement claims against the Company. See "Business--Proprietary Rights and Licenses" and "--Technology/Systems Development."

DEPENDENCE ON TELEPHONE SERVICE

The Company's business is significantly dependent on service provided by long-distance and local telephone companies. A significant portion of the Company's costs are associated with such telephone services. A significant increase in the cost of telephone services that is not recoverable through an increase in the price of the Company's services, or any significant interruption in telephone services, could have a material adverse effect on the Company. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business--Facilities and Service Fortification."

RISK OF BUSINESS INTERRUPTION

The Company's business is highly dependent on its computer and telephone equipment and software systems. Although the Company has made significant investments to establish and implement systems designed to reduce the risk of service interruption through the use of back-up systems and redundant operations, the temporary or permanent loss of such equipment or systems through casualty or operating malfunction could have a material adverse effect on the Company. See "Business--Facilities and Service Fortification" and "-- Technology/Systems Development."

DEPENDENCE ON LABOR FORCE

The teleservices industry is very labor intensive and experiences high personnel turnover. Many of the Company's employees receive modest hourly wages and a significant number are employed on a part-time basis. A significant increase in the turnover rate among the Company's employees would increase the Company's recruiting and training costs and decrease operating efficiency and productivity. Furthermore, growth in the Company's businesses will require it to recruit and train qualified personnel at an accelerated rate from time to time. There can be no assurance that the Company will be able to continue to recruit, hire, train and retain a sufficient labor force of qualified employees in order to meet the needs of its business. A significant portion of the Company's costs consists of wages to hourly workers. An increase in hourly wages, costs of employee benefits or employment taxes could have a material adverse effect on the Company. See "Business-- Personnel and Training."

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RELIANCE ON MAJOR CLIENTS

A significant portion of the Company's revenue is generated from relatively few clients. The loss of the largest client or a number of its largest clients could have a material adverse effect on the Company. The Company's largest client, AT&T, accounted for approximately 17%, and the Company's ten largest clients in the aggregate accounted for approximately 50%, of the Company's revenue in 1995. The Company generally operates under contracts with these clients which may be terminated on short notice. See "Business--General."

LEGAL PROCEEDINGS

From time to time, the Company is involved in litigation relating to claims arising out of its operations in the normal course of business. West Interactive Corporation is a defendant in a case brought in the United States District Court for the Southern District of Georgia, Augusta Division, on September 12, 1991, captioned Lamar Andrews, individually and as Representative of a Class of All Other Persons Similarly Situated, Plaintiff
v. American Telephone & Telegraph Company, et al., Defendants, No. CV 191-175. The District Court certified a master class of all persons who paid for one or more 900 number calls pertaining to programs offering sweepstakes, games of chance, awards, cash or other prizes, gifts or information on unclaimed funds. These calls were billed and collected by AT&T and U.S. Sprint Communications Company Limited Partnership ("Sprint"). The District Court also certified a sub-class of those persons who paid, in the State of Georgia, for one or more such calls billed and collected by AT&T or Sprint. The complaint alleges that the programs at issue involved, among other things, acts of unlawful gambling, mail fraud and wire fraud in violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), the Communications Act of 1934, the federal common law of communications and other state and federal laws. West Interactive Corporation provided interactive voice processing and billing services to a customer which conducted some of the programs at issue in the litigation. The billing services were provided through AT&T. The action seeks recovery of treble damages (which amount has not been specified), punitive damages, costs and attorneys' fees. The Company's potential liability and expenses in this matter are not covered by insurance. On September 19, 1996, the United States Court of Appeals for the Eleventh Circuit reversed the District Court's order certifying the classes on the ground that the class action would be unmanageable. The plaintiffs have sought a rehearing before the Court of Appeals. See "Business--Legal Proceedings." The Company cannot predict the ultimate outcome of this case or the magnitude of any potential damages or costs payable by the Company. The Company believes that the decision by the United States Court of Appeals is a favorable development and intends to vigorously contest the claims made in this case.

CONTROL BY EXISTING STOCKHOLDERS

Upon completion of this Offering, Gary L. West and Mary E. West will beneficially own an aggregate of approximately 72.8% of the shares of outstanding Common Stock (approximately 71.8% if the Underwriters' over- allotment option is exercised in full). As a result, these stockholders are able to elect the entire Board of Directors and to control the outcome of virtually all other matters requiring stockholder approval. Such voting concentration may have the effect of delaying or preventing a change in control of the Company. See "Management--Executive Officers and Directors" and "Principal Stockholders."

CERTAIN ANTI-TAKEOVER CONSIDERATIONS

Certain provisions of the Company's Restated Certificate of Incorporation and Restated Bylaws could have the effect of making it more difficult for a third-party to acquire, or of discouraging a third-party from attempting to acquire, control of the Company. Such provisions could limit the price that certain investors might be willing to pay in the future for shares of the Common Stock. These provisions include a staggered board, restrictions on who may call a special meeting of stockholders, and advance notice procedures with regard to the nomination of candidates for election as directors and of certain matters to be brought before an annual or special meeting of stockholders. Certain other

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provisions allow the Company to issue Preferred Stock with rights senior to those of the Common Stock without any further vote or action by the stockholders and impose various procedural and other requirements that could make it more difficult for stockholders to affect certain corporate actions. These provisions could also have the effect of delaying or preventing a change in control of the Company. The issuance of Preferred Stock could decrease the amount of earnings and assets available for distribution to the holders of Common Stock or could adversely affect the rights and powers, including voting rights, of the holders of the Common Stock. In certain circumstances, such issuance could have the effect of decreasing the market price of the Common Stock. The Company has no present plans to issue any shares of Preferred Stock. In addition, the Company is subject to the provisions of Section 203 of the Delaware General Corporation Law, which could have similar anti-takeover effects. See "Description of Capital Stock--Preferred Stock," "--Restated Certificate and By-law Provisions Affecting Change in Control" and "--Section 203 of the Delaware General Corporation Law."

GOVERNMENT REGULATION

The Company's industry has become subject to an increasing amount of federal and state regulation in the past five years. The Federal Communications Commission's (the "FCC") rules under the Federal Telephone Consumer Protection Act of 1991 limit the hours during which telemarketers may call consumers and prohibit the use of automated telephone dialing equipment to call certain telephone numbers. The Federal Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994 (the "TCFAPA") broadly authorizes the Federal Trade Commission (the "FTC") to issue regulations prohibiting misrepresentations in telephone sales. The FTC's new telemarketing sales rules mandate that certain affirmative disclosures be made in telephone sales, prohibit misrepresentations of the cost, terms, restrictions, performance or duration of products or services offered by telephone solicitation and specifically address other perceived telemarketing abuses in the offering of prizes and the sale of business opportunities or investments. While the FTC's new rules have not caused the Company to alter its operating procedures, there can be no assurance that additional federal or state legislation, or changes in regulatory implementation, would not limit the activities of the Company or its clients in the future or significantly increase the cost of regulatory compliance.

Several of the industries in which the Company's clients operate are subject to varying degrees of government regulation, particularly the insurance and financial services industries. The Company could be subject to a variety of enforcement or private actions for its failure or the failure of its clients to comply with such regulations. The Company's telephone representatives who sell insurance products are required to be licensed by various state insurance commissions and to participate in regular continuing education programs, thus requiring the Company to comply with the extensive regulations of these state commissions. As a result, changes in these regulations or their implementation could materially increase the Company's operating costs or otherwise have a material adverse effect on the Company. A state insurance department is reviewing certain practices and procedures used by the Company. The Company is working with the insurance department to comply with all regulations. Based on its experience in other states, its understanding of the resolutions of similar reviews of other companies and the advice of legal counsel, the Company believes that this matter is not likely to have a material adverse effect on the Company. However, the Company can give no assurances regarding the ultimate outcome of this matter. See "Business--Government Regulation."

NO PRIOR PUBLIC MARKET; POTENTIAL VOLATILITY OF STOCK PRICE

Prior to this Offering, there has been no public market for the Common Stock, and there can be no assurance that an active trading market for the Common Stock will develop or be sustained after this Offering. The initial public offering price of the Common Stock offered hereby will be determined by negotiations between the Company and representatives of the Underwriters and may bear no relationship to the trading prices of the Common Stock after this Offering. See "Underwriting" for a description of certain factors to be considered in determining the initial public offering price for the Common Stock. The trading price of the Common Stock could be subject to significant fluctuations in response to actual or anticipated

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variations in the Company's quarterly operating results and other factors, such as the introduction of new products and services or technological innovations by the Company or its competitors, changes in other conditions or trends in the Company's industry or in the industries of the Company's client base, changes in governmental regulation, or changes in securities analysts' estimates of the Company's, its competitors', or the industry's future performance. General stock market price declines or market volatility in the future, often unrelated to the operating performance of particular companies, or future declines or volatility in the prices of stocks for companies in the Company's industry or sector, could also affect the market price of the Common Stock. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Underwriting."

SHARES ELIGIBLE FOR FUTURE SALE

Sales of a substantial number of shares of Common Stock in the public market following this Offering, or the perception that such sales could occur, could adversely affect prevailing market prices for the Common Stock. Of the 62,475,000 shares of Common Stock to be outstanding after this Offering, the 5,700,000 shares of Common Stock to be sold in this Offering will be freely tradeable without restriction under the Securities Act of 1933, as amended (the "Securities Act"). Of the remaining 56,775,000 outstanding shares of Common Stock, 53,967,513 shares will be subject to lock-up agreements under which the holders of such shares have agreed not to sell or otherwise dispose of any of their shares for a period of 180 days after the date of this Prospectus without the prior written consent of Goldman, Sachs & Co., except under limited circumstances. Upon expiration of the lock-up agreements, the 53,967,513 shares of Common Stock will become eligible for sale in the public market, subject to the provisions of Rule 144 under the Securities Act. Such shares, however, will not become eligible for sale in the public market under Rule 144 as currently in effect and interpreted by the staff of the Securities and Exchange Commission (the "Commission") until , 1998. The Company intends to file a registration statement under the Securities Act covering the sale of shares reserved for issuance under the Company's 1996 Stock Incentive Plan and shares to be reserved for future issuance under the 1996 Stock Incentive Plan. The Company has granted certain stockholders registration rights with respect to approximately 56,775,000 shares of Common Stock. The sale of such shares could have a material adverse effect on the Company's ability to raise capital. See "Management--Executive Compensation--1996 Stock Incentive Plan," "Description of Capital Stock--Registration Rights," "Certain Transactions--Registration Rights," "Underwriting" and "Shares Eligible for Future Sale."

IMMEDIATE AND SUBSTANTIAL DILUTION TO NEW INVESTORS

Purchasers of the shares of Common Stock offered hereby will incur immediate and substantial dilution in the pro forma net tangible book value per share of Common Stock from the initial public offering price (based on an assumed initial public offering price of $15.00 per share of Common Stock, the midpoint of the estimated initial public offering price range). See "Dilution."

REORGANIZATION AND TERMINATION OF S CORPORATION STATUS

Prior to the closing of this Offering, each of the stockholders of West Telemarketing Corporation ("Inbound Corp."), West Interactive Corporation ("Interactive Corp.") and West Telemarketing Corporation Outbound ("Outbound Corp.") will exchange the capital stock of such company owned by such stockholder for shares of Common Stock such that each of the foregoing companies will become wholly owned subsidiaries of the Company.

Simultaneously, the stockholders of Interactive Billing Services, Inc. ("IBS") and West Interactive Canada, Inc. ("Canada") will transfer their shares of capital stock of IBS and Canada to Interactive Corp. for nominal consideration such that each of the foregoing companies will become wholly owned subsidiaries of Interactive Corp. (such stock transfer together with the stock exchange described above, the "Reorganization"). In connection with the Reorganization, approximately 24,776,610 shares of Common Stock will be issued in exchange for the capital stock of Inbound Corp., 22,335,285 shares of Common Stock will be issued in exchange for the capital stock of Interactive Corp., and 9,663,105 shares of Common Stock will be issued in exchange for the capital stock of Outbound Corp. Based on an assumed initial public offering price of $15.00 per share, such

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issuances represent approximately $371,649,150 worth of Common Stock for Inbound, approximately $335,029,275 worth of Common Stock for Interactive and approximately $144,946,575 worth of Common Stock for Outbound. The number of shares of Common Stock issued for the capital stock of such companies in the Reorganization was determined based upon mutual agreement among the existing stockholders. Since its respective date of incorporation and through the date immediately preceding the effective date of the Reorganization (the "Termination Date"), each of Inbound Corp., Interactive Corp., Outbound Corp., IBS and Canada has been treated for federal income tax purposes as an S Corporation under the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). As such, the existing stockholders have been and are required to pay taxes based on each of the companies' respective earnings through the Termination Date, whether or not such amounts have been distributed to the stockholders.

Prior to the Reorganization, Gary L. West and Mary E. West beneficially owned in the aggregate greater than 73.0%, and Troy L. Eaden beneficially owned 15.0%, of the outstanding shares of common stock of each of the foregoing companies. Following consummation of the Reorganization, but prior to this Offering, Gary L. West and Mary E. West will beneficially own in the aggregate approximately 80.1%, and Troy L. Eaden will beneficially own approximately 15.0%, of the shares of Common Stock of the Company.

The Company does not intend to make any changes to the management of the Company nor consolidate the operation of the businesses in connection with the Reorganization. Inbound Corp. provides inbound operator teleservices, Interactive Corp. provides automated voice response teleservices, Outbound Corp. provides outbound direct teleservices, IBS provides billing and collecting services to local exchanges with respect to pay per call events and Canada provides large volume automated voice response services within the territory of Canada. The Company does not intend to change the operations of these companies in connection with the Reorganization. See "Business-- Description of Services."

Each of Inbound Corp., Outbound Corp. and Interactive Corp. (the "West Affiliates") has made periodic distributions to its existing stockholders in amounts approximately equal to the stockholders' corresponding tax liabilities associated with the Company's earnings plus amounts representing a portion of retained earnings. The West Affiliates made aggregate distributions of $5.4 million, $8.1 million, $10.5 million, $16.0 million and $25.1 million for the years ended December 31, 1991, 1992, 1993, 1994 and 1995, respectively, and $30.4 million through September 30, 1996. On October 31, 1996, each of the West Affiliates declared one or more dividends payable to its current stockholders (the West Affiliates' dividends collectively, the "First Dividend"). The First Dividend was equal to the West Affiliates' retained earnings as of September 30, 1996, to the extent such retained earnings have not previously been distributed, along with a distribution representing a return of additional paid-in capital contributed by the West Affiliates' existing stockholders. Each of the West Affiliates has paid its portion of the First Dividend to each of its stockholders in cash or through a note payable issued by such West Affiliate (the West Affiliates' notes payable collectively, the "Stockholders Notes"). The First Dividend was equal to approximately $45.9 million, of which approximately $2.0 million was paid in cash and approximately $43.9 million was paid through the Stockholders Notes. The Company estimates that the Stockholders Notes will be paid by a portion of the net proceeds to be received by the Company from this Offering. Prior to the closing of the Reorganization, each of the West Affiliates intends to declare one or more additional dividends payable to its current stockholders (the West Affiliates' dividends collectively, the "Second Dividend"). The Second Dividend will be equal to the Company's estimate of the West Affiliates' retained earnings prior to conversion of each of the West Affiliates to a C Corporation, to the extent such retained earnings have not previously been distributed, along with a distribution representing a return of additional paid-in capital contributed by the West Affiliates' existing stockholders. The Company estimates that the Second Dividend will equal approximately $6.0 million as of the Termination Date. Each of the West Affiliates will pay its portion of the Second Dividend to each of its stockholders in cash. The Company estimates that the Second Dividend will be paid from the West Affiliates' existing working capital. See "Use of Proceeds" and "Certain Transactions--Reorganization and Termination of S Corporation Status."

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The Termination Date will occur not later than the date immediately prior to the date of the closing of this Offering. Subsequent to the Termination Date, neither the Company nor any of the West Affiliates will be an S Corporation and, accordingly, each will be subject to federal and state income taxes. Other than payment of the Stockholders Notes, upon closing of this Offering, the Company will have no liabilities with respect to distributions to the West Affiliates, the IBS or the Canada stockholders except as set forth in this section.

In addition, each of the West Affiliates, Canada and IBS, as a result of termination of its S Corporation status, will record a net deferred income tax liability and corresponding income tax expense (the "Deferred Tax Liability") effective upon the Termination Date. The amount of the Deferred Tax Liability would have been approximately $2.1 million if the Termination Date had been September 30, 1996, but the actual amount will be adjusted to reflect the effect of the Company's actual operations results through the Termination Date.

USE OF PROCEEDS

The net proceeds to the Company from the sale of shares of Common Stock offered by the Company are estimated to be approximately $77.5 million (approximately $89.4 million if the over-allotment option is exercised in full), after deducting underwriting discounts and offering expenses, and assuming an offering price of $15.00 per share. The Company intends to use the net proceeds as follows: (i) approximately $27.6 million will be used to repay outstanding debt including (a) $6.0 million expected to be outstanding at the closing of this Offering under an $8 million revolving credit facility (the "First Credit Facility"), (b) $4.5 million expected to be outstanding at the closing of this Offering under a $4.5 million revolving credit facility (the "Second Credit Facility"), (c) $11.0 million in bank term loans, and (d) $6.1 million in capital leases; (ii) approximately $43.9 million will be used to repay the Stockholders Notes; and (iii) the balance will be used for working capital and general corporate purposes including possible acquisitions. The Company has no present understandings, commitments or agreements, nor is it currently in negotiations with respect to, any acquisition. The Company intends to keep the First Credit Facility and the Second Credit Facility available for future borrowings and intends to renew each of these facilities upon expiration.

The First Credit Facility expires in June 1997 and bears interest at .25% below the prime rate (actual rate 8.0% at September 30, 1996). The Second Credit Facility expires in July 1997 and bears interest at .50% below the prime rate (actual rate 7.75% at September 30, 1996). The Stockholders Notes, which were incurred to pay the dividend, mature in October 2002 and bear interest at 7.0%. The Company intends (a) to retire $6.1 million of various capital leases bearing interest at 7.0% to 9.9%, (b) to repay a $4.9 million bank note which matures in February 2001 and bears interest at 7.5%, (c) to repay a $2.2 million bank note which matures in June 1999 and bears interest at the prime rate, which was 8.25% at September 30, 1996, (d) to repay a $1.5 million bank note which matures in June 1999 and bears interest at the prime rate, which was 8.25% at September 30, 1996, (e) to repay a $1.7 million bank note which matures in June 1999 and bears interest at the prime rate, which was 8.25% at September 30, 1996, and (f) to repay a $673,000 mortgage note which matures in April 1999 and bears interest at the prime rate, which was
8.25% at September 30, 1996. All long-term borrowings incurred within the last year were used for working capital. Pending application of the proceeds as described above, the net proceeds of this Offering will be invested in short- term, interest-bearing securities.

DIVIDEND POLICY

The Company currently intends to retain earnings to finance the growth and development of its business and for working capital and general corporate purposes, and does not anticipate paying cash dividends on the Common Stock in the foreseeable future. Any payment of dividends will be at the discretion of the Company's Board of Directors and will depend upon earnings, financial condition, capital requirements, level of indebtedness, contractual restrictions with respect to payment of dividends and other factors. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources" and "--Capital Expenditures."

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CAPITALIZATION

The following table sets forth short-term debt and the capitalization of the Company as of September 30, 1996 (i) on a historical basis, (ii) on a pro forma basis giving effect to the Reorganization, and (iii) on a pro forma basis as adjusted to reflect the sale by the Company of 5,700,000 shares of Common Stock pursuant to this Offering at an assumed initial public offering price of $15.00 per share and the application of the estimated net proceeds therefrom. See "Reorganization and Termination of S Corporation Status," "Certain Transactions--Reorganization and Termination of S Corporation Status," and "Use of Proceeds." This table should be read in conjunction with the Consolidated Financial Statements and Notes thereto appearing elsewhere in this Prospectus.

	SEPTEMBER 30, 1996		
	HISTORICAL	PRO FORMA(1)	PRO FORMA AS ADJUSTED
	(AMOUNTS IN THOUSANDS)		
Cash and cash equivalents	$13,080	$11,080	$20,439
Short-term debt:(2)			
Notes payable--bank	$ 6,000	$ 6,000	$ --
Notes payable--financing	13,431	13,431	13,431
Current maturities of long-term debt	2,422	2,422	--
Current obligations under capital leases(3)	7,389	7,389	3,363
Total short-term debt	$29,242	$29,242	$16,794
Long-term obligations; less current maturities:(2)			
Obligations under capital leases, less current maturities(3)	$ 9,213	$ 9,213	$ 6,357
Long-term debt, less current maturities	8,958	8,958	--
Notes payable--stockholders	--	43,879	--
Total long-term obligation, less current maturities	$18,171	$62,050	$ 6,357
Total debt	47,413	91,292	23,151
Stockholders' equity:			
Preferred stock, par value $.01 per share, 10,000,000 authorized shares, no shares issued and outstanding	--	--	--
Common stock, par value $.01 per share, 200,000,000 authorized shares; 1,000 shares issued and outstanding actual; 56,775,000 shares issued and outstanding pro forma, and 62,475,000 shares issued and outstanding pro forma as adjusted	50	50	625
Additional paid-in capital	5,261	--	76,925
Retained earnings	40,486	(2,207)	(2,207)
Total stockholders' equity	45,797	(2,157)	75,343
Total capitalization	$93,210	$89,135	$98,494

(1) Reflects the effects of the Reorganization, including payment of the First Dividend through cash and the Stockholders Notes and the incurrence of the Deferred Tax Liability.

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(2) See Notes B, C and D to Consolidated Financial Statements for information concerning the Company's short-term debt, long-term debt and capitalized lease obligations.

(3) The Company estimates that there will be approximately $8.9 million outstanding under capital leases at the closing of this Offering.

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DILUTION

The net tangible book value of the Company as of September 30, 1996 was approximately $45.4 million, or $.80 per share of Common Stock. Pro forma net tangible book value per share represents the amount of total assets less total liabilities, divided by the number of shares of Common Stock outstanding as of September 30, 1996, on a pro forma basis before giving effect to the First Dividend and deferred taxes associated with the Reorganization and this Offering. After giving effect to the Reorganization, including the First Dividend, and the receipt by the Company of the net proceeds from the sale of 5,700,000 shares of Common Stock offered by the Company hereby, assuming an initial public offering price of $15.00, and after deducting the estimated underwriting discount and offering expenses to be paid by the Company, the pro forma as adjusted net tangible book value of the Company as of September 30, 1996, would have been $74.9 million, or $1.20 per share. This represents an immediate increase in net tangible book value of $.40 per share to existing stockholders and an immediate dilution of $13.80 per share to new investors purchasing shares at the initial public offering price. The following table illustrates this per share dilution:

Assumed initial public offering price per share.....	$15.00
Pro forma net tangible book value per share as of September 30, 1996, before this Offering and the Reorganization.....	$ .80
Decrease per share attributable to the First Dividend and deferred taxes(1).....	(.80)
Increase per share attributable to new investors.....	1.20
Pro forma net tangible book value per share as of September 30, 1996, after this Offering and the Reorganization.....	1.20
Dilution per share to new investors.....	$13.80

(1) Includes amounts necessary to pay the First Dividend and record deferred income taxes upon conversion of each of the West Affiliates, Canada and IBS from an S Corporation to a C Corporation. See "Reorganization and Termination of S Corporation Status," "Certain Transactions-- Reorganization and Termination of S Corporation Status."

The following table sets forth, on a pro forma basis as of September 30, 1996, after giving effect to the Reorganization, including the First Dividend, the number of shares of Common Stock purchased from the Company, the total consideration paid to the Company and the average price per share paid by existing stockholders and by the new investors purchasing shares of Common Stock from the Company in this Offering (before deducting the estimated underwriting discount and offering expenses to be paid by the Company):

	SHARES PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE
	NUMBER	PERCENT	AMOUNT	PERCENT	PER SHARE
Existing stockholders...	56,775,000	91.0%	50,000	--	--
New investors.....	5,700,000	9.0	85,500,000	100%	$15.00
Total.....	62,475,000	100%	85,550,000	100%	

The foregoing tables assume no exercise of the Underwriters' over-allotment option or of any outstanding options.

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SELECTED CONSOLIDATED FINANCIAL AND OPERATING DATA

The selected historical financial and operating data below for the periods and at the dates indicated should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and notes thereto included elsewhere in this Prospectus. The Consolidated Financial Statements of the Company as of and for the nine months ended September 30, 1996 and the unaudited Consolidated Financial Statements as of and for the nine months ended June 30, 1995 reflect all adjustments necessary in the opinion of the Company's management (consisting only of normal recurring adjustments), for a fair presentation of such financial data. The data is presented on a consolidated basis giving effect to the Reorganization. The selected consolidated historical financial data for each of the five fiscal years in the period ended December 31, 1995 and nine months ended September 30, 1996 are derived from audited Consolidated Financial Statements of the Company.

	YEAR ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 30,	
	1991	1992	1993	1994	1995	1995	1996
	(IN THOUSANDS, EXCEPT PER SHARE AND SELECTED OPERATING DATA)						
INCOME STATEMENT DATA:							
Revenue	$69,873	$101,208	$142,508	$186,512	$256,894	$187,332	$235,188
Cost of services	38,579	56,181	77,785	102,707	146,531	106,481	134,048
Selling, general and administrative expenses	21,675	32,789	45,041	51,904	70,575	49,887	63,071
Litigation settlement	--	--	4,400	--	--	--	--
Net operating income	9,619	12,238	15,282	31,901	39,788	30,964	38,069
Net other (expense)	(704)	(600)	(1,020)	(1,195)	(3,050)	(2,241)	(2,089)
Net income before pro forma tax provision(1)	8,915	11,638	14,262	30,706	36,738	28,723	35,980
Pro forma provision for income taxes(1)	2,326	2,832	5,234	10,900	13,130	10,404	12,740
Pro forma net income(1)	$ 6,589	$ 8,806	$ 9,028	$ 19,806	$ 23,608	$ 18,319	$ 23,240
Pro forma net income per share(1)(2)					$ .39	$ .31	$ .39
Weighted average common shares outstanding					59,834	59,834	59,834
SUPPLEMENTARY PRO FORMA DATA(3):							
Net income					$ 25,170	$ 19,493	$ 24,330
Net income per common share					.41	.32	.39
Weighted average common shares outstanding					61,674	61,674	61,674
SELECTED OPERATING DATA:							
Operating margin	13.8%	12.1%	10.7%	17.1%	15.5%	16.5%	16.2%
Number of workstations (at end of period)	973	1,693	2,095	2,228	3,158	2,894	4,015
Number of ports(4) (at end of period)	1,380	2,070	2,530	3,496	3,870	3,496	5,372

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	DECEMBER 31,					SEPTEMBER 30, 1996		
	1991	1992	1993	1994	1995	HISTORICAL	PRO FORMA(5)	PRO FORMA AS ADJUSTED(6)
BALANCE SHEET DATA:								
Working capital.....	$ 38	$(4,905)	$(4,742)	$ 5,408	$ 6,550	$ (840)	$(2,840)	$ 18,968
Property and equipment, net.....	13,833	21,587	26,396	30,820	45,889	62,709	62,709	62,709
Total assets.....	33,198	49,546	60,225	88,880	123,452	142,368	140,368	149,726
Total debt(7).....	17,581	26,195	23,913	32,608	41,743	47,413	91,292	23,151
Stockholders' equity...	6,488	10,047	13,850	28,593	40,218	45,797	(2,157)	75,343

(Footnotes on following page)

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(1) Prior to the Reorganization, each of the West Affiliates, Canada and IBS were S Corporations that were not subject to federal and certain state corporate income taxes. The income statement data reflects a pro forma provision for income taxes as if the reorganized Company had been subject to federal and state corporate income taxes for all periods. The pro forma provision for income taxes represents a combined federal and state tax rate. See "Reorganization and Termination of S Corporation Status," "Certain Transactions--Reorganization and Termination of S Corporation Status" and Note J to Consolidated Financial Statements.

(2) Pro forma net income per share amounts were calculated using 59,834 shares, the number of shares of Common Stock outstanding after giving effect to the Reorganization plus those shares necessary to be issued in this Offering to fund payment of certain notes payable to existing stockholders of three of the Company's affiliates equal to $43.88 million, payment of cash dividends of $2.0 million and the net deferred income tax liability and corresponding income tax expense to be recorded by each of five of the Company's affiliates as a result of its termination of S Corporation status. See "Reorganization and Termination of S Corporation Status" and "Certain Transactions--Reorganization and Termination of S Corporation Status."

(3) Supplementary pro forma net income per share amounts were calculated using 61,674 shares, the number of shares of Common Stock outstanding after giving effect to the Reorganization plus those shares necessary to be issued in this Offering to fund payment of certain notes payable to existing stockholders of three of the Company's affiliates equal to $43.88 million, cash dividends of $2.0 million and the application of the estimated proceeds of this Offering to repay certain debt of the Company as if such application occurred on January 1, 1995 as described under "Use of Proceeds."

(4) A port is a computer's digital interface to a single telephone line for automated voice response call-processing.

(5) Adjusted to give effect to the Reorganization. See "Reorganization and Termination of S Corporation Status" and "Certain Transactions--Reorganization and Termination of S Corporation Status."

(6) Adjusted to give effect to payment of certain notes payable to existing stockholders of three of the Company's affiliates equal to $43.88 million, payment of cash dividends of $2.0 million and the net deferred income tax liability and corresponding income tax expense to be recorded by each of five of the Company's affiliates as a result of its termination of S Corporation status related to the Reorganization, this Offering and the application of the estimated net proceeds therefrom as set forth under "Use of Proceeds."

(7) See "Capitalization" and Notes B, C and D to Consolidated Financial Statements.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of the Company's historical results of operations and of its liquidity and capital resources should be read in conjunction with "Selected Consolidated Financial and Operating Data" and the Combined Financial Statements and Notes thereto appearing elsewhere in this Prospectus.

OVERVIEW

West Telemarketing Corporation was formed in 1986 and, together with its affiliates, is one of the largest independent teleservices companies in the United States. During the first nine months of operations, the Company focused its resources on designing and building an automated call- processing platform to effectively manage large volumes of inbound calls ("Inbound"). In January 1989, the Company began offering automated voice response services utilizing its own proprietary technology platform ("Interactive"). In May 1990, the Company began offering outbound teleservices utilizing state-of-the-art workstations staffed by highly trained teleservices representatives ("Outbound"). The Company is a leading provider of each of these services to businesses on an outsourced basis. The Company also believes it has established a distinct competitive advantage in its ability to offer a range of services through its three operating divisions (Inbound, Interactive and Outbound) on a fully integrated basis.

REVENUE: Inbound services represented approximately 30.0% and 28.9% of total revenue for the nine months ended September 30, 1996 and for the year ended December 31, 1995, respectively. Revenue for inbound services is primarily generated on the basis of the number of calls received and processed on behalf of clients. The Company also generates revenue by providing assistance to clients in the design and implementation of new applications.

Interactive services represented approximately 42.0% and 38.4% of total revenue for the nine months ended September 30, 1996 and for the year ended December 31, 1995, respectively. Revenue for interactive services is primarily generated on the basis of total billable minutes as measured between a caller and the Company's automated voice response units. The Company also generates revenue by providing billing and collection services for pay per call programs.

Outbound services represented approximately 28.0% and 32.7% of total revenue for the nine months ended September 30, 1996 and for the year ended December 31, 1995, respectively. Revenue for outbound services is generated on an hourly basis as calls are placed by the Company's marketing representatives on behalf of its clients. The Company also generates revenue by providing assistance to its clients in the design and programming of customized applications.

EXPENSES: Costs of telecommunications services incurred by the Company are primarily comprised of long distance transmission charges. The Company effectively manages its telecommunications costs through a long-term services contract with AT&T which includes an established rate schedule subject to certain call volume commitments. As one of the largest clients of AT&T, the Company believes it has negotiated a favorable contract at an attractive service rate. The Company has also entered into a number of equipment maintenance and network management contracts with AT&T in order to facilitate reliable and efficient network operations. Rates for telecommunications services are primarily determined by total call volume and level of network management and technical support under contract. See "Business--Facilities and Service Fortification".

The Company manages its direct labor costs through its flexible staffing and scheduling initiatives. In particular, the Company has developed its own proprietary scheduling systems which are designed

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to optimize staffing and pay levels in anticipation of fluctuating call volumes as clients' campaigns are scheduled. The Company seeks to control its direct labor costs by decentralizing its operations and by seeking new geographic markets which offer attractive labor market characteristics for its Inbound and Outbound services. Direct labor rates fluctuate based upon local market factors such as the size and availability of a part-time workforce in addition to local economic growth. Labor rates are adjusted, as necessary, to attract the required number of service representatives during seasonal fluctuations. See "Business--Call Management Systems".

Selling, general and administrative expenses consist of all expenses that support the ongoing operation of the Company. These expenses include costs related to division management, facilities costs, equipment depreciation and maintenance, allowance for doubtful accounts, sales and marketing activities, client support services, and corporate management costs. Changes in selling, general and administrative expenses primarily reflect the addition of new facilities over certain periods or expanded marketing activities.

Each of the West Affiliates has been treated for federal income tax purposes as an S Corporation under the Internal Revenue Code. As a result, the stockholders of each of the West Affiliates, rather than the West Affiliates, have paid all federal income tax on the West Affiliates' income. Each of the West Affiliates has made periodic distributions to its stockholders in amounts approximately equal to its stockholders' corresponding tax liabilities associated with such companies' earnings plus amounts representing a portion of retained earnings. Additionally, the Company has earned state income tax credits in Nebraska under a job creation and investment incentive program. As a result, the West Affiliates' stockholders have paid little, if any, state income tax in Nebraska. Subsequent to the Reorganization, the Company will be considered a C Corporation for federal and state income tax purposes. The Company will still be eligible for similar tax credits in Nebraska, at least through 1998, so long as the Company continues to create additional employment positions within that state. As the Company opens new facilities in states without job or investment tax credits, or in states with corporate income taxes, its effective tax rate may increase. See "Reorganization and Termination of S Corporation Status" and "Certain Transactions--Reorganization and Termination of S Corporation Status."

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RESULTS OF OPERATIONS

The following table sets forth the Consolidated Statement of Operations Data as a percentage of revenue for the periods indicated:

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1993	1994	1995	1995	1996
Revenue	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %
Cost of services	54.6	55.1	57.0	56.8	57.0
Selling, general and administrative expenses	31.6	27.8	27.5	26.6	26.8
Litigation settlement	3.1	--	--	--	--
Net operating income	10.7	17.1	15.5	16.5	16.2
Net other (expense)	(0.7)	(0.6)	(1.2)	(1.2)	(0.9)
Net income before pro forma income tax expense	10.0	16.5	14.3	15.3	15.3
Pro forma provision for income taxes	3.7	5.9	5.1	5.5	5.4
Pro forma net income	6.3 %	10.6%	9.2 %	9.8 %	9.9 %

NINE MONTHS ENDED SEPTEMBER 30, 1996 AND 1995

REVENUE: Revenue increased $47.9 million or 25.6% to $235.2 million in the first nine months of 1996 from $187.3 million in the comparable period of 1995. The increase in revenue included $14.5 million derived from new clients and $33.4 million derived from existing clients. The overall revenue increase is attributable to higher call volumes.

COST OF SERVICES: Cost of services represents direct labor, telephone expense and other costs directly related to teleservices activities. Costs of services increased $27.5 million or 25.8% for the nine months ended September 30, 1996 to $134.0 million from $106.5 million for the comparable period of 1995. As a percentage of revenue, cost of services remained relatively unchanged at 57.0% in the nine months ended September 30, 1996 compared to 56.8% in the comparable period of 1995.

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SELLING, GENERAL AND ADMINISTRATIVE EXPENSES ("SG&A"): SG&A expenses increased by $13.2 million or 26.5% to $63.1 million for the nine months ended September 30, 1996 from $49.9 million for the comparable period in 1995. As a percentage of revenue, SG&A expenses increased to 26.8% for the nine months ended September 30, 1996 from 26.6% for the comparable period in 1995. The increase is primarily due to an increase in depreciation expense associated with call center expansion.

NET OPERATING INCOME: Net operating income increased by $7.1 million or 22.9% to $38.1 million for the nine months ended September 30, 1996 from $31.0 million for the comparable period in 1995. As a percentage of revenue, net operating income declined to 16.2% in the nine months ended September 30, 1996 compared to 16.5% in the comparable 1995 period due to the factors discussed above.

NET OTHER (EXPENSE): Net other (expense) includes interest income from short-term investments, interest income from an accounts receivable financing program (net of the related interest expense to fund the program), interest expense from short-term and long-term borrowings under credit facilities and capital leases, state income taxes and other expense. Other expense remained virtually unchanged at $2.1 million for the nine months ended September 30, 1996.

PRO FORMA NET INCOME: Pro forma net income increased by $4.9 million or 26.8% for the nine months ended September 30, 1996, to $23.2 million from $18.3 million for the comparable period in 1995. Pro forma net income includes a provision for income taxes at effective rates of 37.1% for 1996 and 38.3% for 1995. These rates reflect the combined federal and state income tax rate of the Company as if it had been treated as a C Corporation. The decrease in the effective tax rate is attributable to increased tax credits available under a Nebraska incentive program.

YEARS ENDED DECEMBER 31, 1995 AND 1994

REVENUE: Revenue increased $70.4 million or 37.7% to $256.9 million in 1995 from $186.5 million in 1994. The increase in revenue included $24.2 million derived from new clients and $46.2 million derived from existing clients. The overall revenue increase is attributable principally to higher call volumes.

COST OF SERVICES: Cost of services increased $43.8 million or 42.6% to $146.5 million in 1995 from $102.7 million in 1994. As a percentage of revenue, cost of services increased to 57.0% in 1995 from 55.1% in 1994. The increase was primarily attributable to increased labor rates experienced in the Company's Inbound division, offset partially by lower telephone costs.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES: SG&A expenses increased by $18.7 million or 36.0% to $70.6 million for 1995 from $51.9 million for 1994. As a percentage of revenue, SG&A expenses decreased to 27.5% in 1995 from 27.8% in 1994. The decrease as a percentage of revenue primarily reflects greater efficiencies achieved through higher call volumes.

NET OPERATING INCOME: Net operating income increased $7.9 million or 24.8% to $39.8 million in 1995 from $31.9 million in 1994. As a percentage of revenue, net operating income decreased to 15.5% in 1995 from 17.1% in 1994 due to the factors discussed above.

NET OTHER (EXPENSE): Net other (expense) increased $1.8 million or 150.0% to $3.0 million in 1995 from $1.2 million in 1994. This increase was primarily due to increased interest expense from higher average borrowings outstanding.

PRO FORMA NET INCOME: Pro forma net income increased by $3.8 million or 19.2% to $23.6 million in 1995 from $19.8 million in 1994. Pro forma net income includes a provision for federal and state income taxes at effective rates of 38.0% and 36.4% for 1995 and 1994, respectively. These rates

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reflect the combined federal and state income tax rate as if the Company had been treated as a C Corporation, less applicable credits. The increase in the effective tax rate in fiscal 1995 is attributable to higher state income taxes due to a larger proportion of total revenues generated outside of Nebraska.

YEARS ENDED DECEMBER 31, 1994 AND 1993:

REVENUE: Revenue increased by $44.0 million or 30.9% to $186.5 million in 1994 from $142.5 million in 1993. The increase in revenue included $25.9 million derived from new clients and $18.1 million derived from existing clients. The overall revenue increase is attributable to higher call volumes.

COST OF SERVICES: Cost of services increased $24.9 million, or 32.0%, to $102.7 million in 1994 from $77.8 million in 1993. As a percentage of revenue, cost of services increased to 55.1% in 1994 from 54.6% in 1993. The increase is attributable to higher labor costs partially offset by lower telephone costs.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES: SG&A expenses increased by $6.9 million, or 15.3%, to $51.9 million for 1994 from $45.0 million in 1993. As a percentage of revenue, SG&A expenses decreased to 27.8% in 1994 from 31.6% in 1993. The decrease as a percentage of revenue principally reflects improved operating efficiencies and lower bad debt expense. The decrease in bad debt expense was due to increased retention of proceeds held in reserve to protect against uncollectible pay per call billings.

NET OPERATING INCOME: Net operating income increased $16.6 million, or 108.5%, to $31.9 million in 1994 from $15.3 million in 1993. As a percentage of revenues, net operating income increased to 17.1% in 1994 from 10.7% in 1993. In 1993, the Company recorded a one-time litigation settlement expense of $4.4 million in connection with certain patent rights on processes used in Interactive. Excluding the litigation settlement expense, 1993 operating income margin would have been 13.8%.

NET OTHER (EXPENSE): Net other (expense) remained relatively unchanged at $1.2 million in 1994 compared to $1.0 in 1993.

PRO FORMA NET INCOME: Pro forma net income increased by $10.8 million, or 120.0% to $19.8 million in 1994 from $9.0 million in 1993. Pro forma net income includes a provision for federal and state income taxes at effective rates of 36.4% and 37.0% for 1994 and 1993, respectively. Excluding the after- tax one-time charge of $2.8 million from the above-noted litigation settlement in 1993, pro forma net income would have increased $8.0 million or 67.8% in 1994 from an adjusted $11.8 million in 1993.

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LIQUIDITY AND CAPITAL RESOURCES

The Company's primary source of liquidity has been cash flow from operations, supplemented by borrowings under its revolving bank lines of credit.

The Company's credit facilities consist of $8.0 million and $4.5 million revolving credit facilities, with outstanding balances of $3.5 million and $2.5 million, respectively, at September 30, 1996. Advances under the revolving credit facilities bear interest at the prime rate less 0.25% and 0.50%, respectively. The revolving credit facilities terminate on June 30, 1997, and July 1, 1997, respectively. Aggregate borrowings under the revolving credit facilities are limited to 80% of eligible accounts receivable. At September 30, 1996, the Company had term loans with banks that totaled $11.4 million, which were used to fund capital expenditures and real estate investments. Repayment of all bank debt is secured by the Company's accounts receivable, equipment, real estate, and other assets. In addition, the Company's loan agreements contain certain financial covenants and restrictions.

The Company also has a $30 million revolving bank line used to fund an accounts receivable financing program offered to certain customers in the pay per call industry. Borrowings under the facility are limited to a borrowing base of pledged accounts receivable from certain of the Company's qualified customers which are assigned by the Company to the bank. The outstanding borrowings under this facility were $13.4 million at September 30, 1996. This credit facility expires on June 30, 1997.

Net cash flow from operating activities increased $10.0 million or 38.5% to $36.0 million for the nine months ended September 30, 1996, compared to $26.0 for the same period in 1995, and was $47.6 million, $33.4 million and $24.8 million for the years ended 1995, 1994 and 1993, respectively. The increase in each period was due principally to higher net income and depreciation and amortization each year, partially offset by increased cash used for accounts receivable resulting from growth in revenue. Cash flow from operating activities increased in the nine months ended September 30, 1996 compared to the same 1995 period, due to higher net income and depreciation and amortization.

Net cash flow used in investing activities was $16.2 million for the nine months ended September 30, 1996 compared to $10.1 million in the same period in 1995, and was $14.5 million, $7.9 million, and $6.3 million for the years ended 1995, 1994, and 1993, respectively. The increase in each period was primarily due to investments in call centers to support the growth of the business, in addition to the purchase of real estate in 1993 for $2.5 million and in 1995 for $3.2 million.

Net cash flow used in financing activities was $28.5 million for the nine months ended September 30, 1996 compared to $21.3 million for the same period in 1995, and was $25.2 million, $20.6 million and $10.9 million for the years ended 1995, 1994, and 1993, respectively. The net cash flow used in financing activities for all periods reflect distributions made to the existing stockholders to cover tax liabilities as S Corp. stockholders and to provide a return of capital, offsetting borrowings under the Company's credit facilities, net of repayments.

The Company intends to use the net proceeds of the Offering as follows: (i) to repay total outstanding debt of $27.6 million comprised of (a) an aggregate of $10.5 million outstanding under its revolving credit facilities, (b) $11.0 million in term loans and (c) $6.1 million in outstanding capital leases;
(ii) approximately $43.9 million to repay the remaining balance of the Stockholders Notes created in connection with the declaration of a dividend to existing stockholders as part of the conversion of the Company to a C Corporation. The balance of the net proceeds will be used for working capital and general corporate purposes. The Company expects to renew its revolving lines of credit when they expire and believes it could increase the amount of credit facilities, if needed.

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Capital leasing has been used to fund the majority of computer and telephone equipment, furniture and other equipment placed into service. All capital leases are for a three-year term with a bargain purchase option. The Company expects to exercise its right to purchase all equipment financed by leasing activity at maturity.

Interactive Corp. is a defendant in a case brought in the United States District Court for the Southern District of Georgia, Augusta Division, captioned Lamar Andrews, individually and as Representative of a Class of All Other Persons Similarly Situated, Plaintiff v. American Telephone & Telegraph Company, et al., Defendants, No. CV 191-175. The Company cannot predict the ultimate outcome of this case or the magnitude of any potential damages or costs payable by the Company. The Company, therefore, cannot predict the affect of this matter on the future operations and financial position of the Company. See "Business--Legal Proceedings."

CAPITAL EXPENDITURES

The Company's operations will continue to require significant capital expenditures for capacity expansion and upgrades. Capital expenditures, which includes the acquisition of equipment through the assumption of capital leases, were $26.4 million in 1995, $11.5 million in 1994 and $11.5 million in 1993. The Company expects to invest approximately $35 million in capital expenditures in 1996 (of which $26.7 million was invested through September 30, 1996). The Company projects its capital expenditures for 1997 to be approximately $44 million, primarily for the capacity expansion and upgrades at existing facilities and the addition of four new call centers. The Company expects to use a portion of the proceeds from this Offering to fund 1997 projected capital expenditures, with the balance to be financed through capital leases.

The Company believes that the cash flow from operations, together with the net proceeds of this Offering and available borrowings under its credit facilities will be adequate to meet its capital requirements for the foreseeable future. The Company does not anticipate that any additional property or assets of the Company or any of its subsidiaries, which are not already pledged as collateral securing the credit facilities, will be required to be pledged or any security interest granted therein, or that any of the subsidiaries of the Company or any of their affiliates will be required to guarantee in any additional manner such credit facilities, as a result of or in connection with the Reorganization.

INFLATION

The Company does not believe that inflation has had a material effect on its results of operations. However, there can be no assurance that the Company's business will not be affected by inflation in the future.

NEW ACCOUNTING PRONOUNCEMENT

The Financial Accounting Standards Board has issued Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation. The Company is required to adopt this standard for the year ending December 31, 1996. The Company has elected to adopt the disclosure requirement of this pronouncement. The adoption of this pronouncement will have no impact on the Company's financial position or results of operations.

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BUSINESS

GENERAL

The Company is one of the largest independent teleservices companies in the United States, and provides a full range of customized telecommunications- based services to business clients on an outsourced basis. The Company is a leading provider in each of inbound operator services, automated voice response services and outbound direct teleservices. Inbound operator services consist of live operator call-processing applications such as order capture, customer service and product support. Inbound was established in 1986 with the goal of becoming the leading inbound teleservices operation in the United States and represented approximately 28.9% of the Company's revenue in 1995. Automated voice response services consist of computerized call-processing applications such as automated product information requests, computerized surveys and polling, and secure automated credit card activation. Interactive began operations in 1989 with the goal of establishing the leadership position in automated voice response services and represented approximately 38.4% of the Company's revenues in 1995. Outbound direct teleservices consist of live operator direct marketing applications such as product sales and customer acquisition and retention campaigns. Outbound began operations in 1990 with the goal of becoming one of the leading teleservices organizations in the United States and represented approximately 32.7% of the Company's revenue in 1995. The Company has developed proprietary technology platforms designed to provide a high degree of automation and reliability in all three of its businesses. This technology also enables the Company to efficiently integrate a range of its services. The Company believes that its ability to offer integrated services for its clients distinguishes it from most of its competitors.

The Company targets businesses in highly competitive, consumer-based industries, including telecommunications, insurance, banking, pharmaceuticals, public utilities, consumer goods and computer software services, that require large volume applications. Representative clients include: AT&T, America Online Inc., Commonwealth Edison Company, MBNA Corporation, Merck & Co., Inc., Sun Microsystems Inc., Time-Life, Inc. and Turner Broadcasting System, Inc. The Company's revenue and pro forma net income for 1995 were $256.9 million and $23.6 million, respectively. The Company's revenue and pro forma net income for the nine months ended September 30, 1996 were $235.2 million and $23.2 million, respectively.

The Company operated approximately 4,000 telephone workstations as of September 30, 1996 in six state-of-the-art call centers located in Nebraska, Texas and Virginia which it uses for inbound and outbound services, and maintained approximately 5,400 proprietary interactive voice response ports as of September 30, 1996 for its automated voice response services. The Company has deployed multiple automatic call distributors, predictive dialers, a proprietary interactive voice response platform and multiple mainframe computer systems, in combination with an intelligent workstation environment, in order to fully automate and manage the Company's information-processing requirements. The Company believes it has designed and implemented a sophisticated technology platform, permitting it to provide flexible, high- quality and cost-effective service solutions for its clients.

INDUSTRY OVERVIEW

The teleservices industry facilitates direct communication between companies and their current and prospective customers through telecommunications-based systems. Industry sources estimate that total media advertising expenditures (including teleservices expenditures) in the United States were approximately $263 billion in 1995. Industry sources also estimate that teleservices expenditures in the United States were approximately $80 billion in 1995.

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ADVANTAGES OF TELESERVICES

Many industries, including telecommunications, pharmaceuticals, consumer goods, banking and insurance, are experiencing increased competition to attract and retain customers, and accordingly many businesses are seeking to expand their direct contact with current and prospective customers. Many of these businesses are allocating more of their advertising and customer service expenditures to teleservices which effectively complement other marketing media such as television, radio and print advertising and enables businesses to quantify and evaluate the effectiveness of specific marketing expenditures. Teleservices is estimated to be the leading direct marketing medium by which approximately 81.0 million consumers purchased goods or services over the telephone in 1995.

EVOLUTION OF THE TELESERVICES INDUSTRY

The teleservices industry has evolved during the past ten years from primarily single-facility, low technology environments to large, full service organizations with multi-location, large volume call-processing centers utilizing advanced systems. Certain independent teleservices providers have invested an increasing amount of capital in large volume state-of-the-art call centers and advanced network technology. Larger service providers, which can achieve greater economies of scale, can more easily justify ongoing investment in sophisticated call management software, predictive dialers and automatic call distributors, to better provide premium quality and cost-effective services. Businesses are seeking to provide greater information for consumers to make informed purchase decisions as product and service offerings become more complex and varied. As an example, it is estimated that in the mid-1980's only 5% of United States companies offered toll-free lines as compared to approximately 75% today. These toll-free lines are estimated to handle an average of 60 million calls per day. Finally, businesses are increasingly recognizing the economic benefits of expanding relationships with existing customers through teleservices such as customer retention campaigns.

ROLE OF OUTSOURCING

Businesses historically have relied on in-house personnel to provide most telephone-based services. Industry sources estimate that expenditures for the "non-captive" portion of the industry, which is serviced on an outsourced basis by independent teleservices companies, were approximately $6 billion in 1995 (or 8% of the estimated total industry). Based on discussions with its clients and prospective clients, the Company believes that businesses are increasingly outsourcing their teleservices activities in order to focus their internal resources on their core competencies, to increase the productivity of their marketing services and to reduce overall teleservices expenditures. Providers of outsourced teleservices can offer clients lower overall teleservices costs due to economies of scale in sharing the cost of new technology among a larger base of users and higher capacity utilization rates. The overall teleservices market is estimated to grow at approximately 8% per year for the next five years.

COMPANY STRATEGY

The Company believes that it is one of the leading providers in the teleservices industry and is well positioned to benefit from the continued growth in outsourced teleservices. The Company's objective is to enhance its leading position in each of inbound, automated voice response and outbound services. The principal elements of the Company's strategy are:

I. LEVERAGE ABILITY TO PROVIDE INTEGRATED SERVICE SOLUTIONS

The Company seeks to apply its operating expertise in inbound, automated voice response and outbound services to develop customized service solutions which utilize the resources of each division

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on an integrated basis. The Company is able to integrate its service offerings by utilizing its voice and data networking technology and its proprietary software systems and hardware platforms. The Company is able to design and implement highly flexible applications which combine the large volume call capacity of automated voice response with the specialized customer service capabilities of inbound services. As an additional component of integration, customer follow-up can be scheduled and initiated through the Company's outbound services. This integrated offering provides a cost effective solution for the client and increases the productivity of the Company's live operators. Furthermore, the Company leverages its ability to provide integrated services by cross-selling its services to its clients to capture an increasing share of their outsourced business. The Company believes that its integrated service capabilities are a significant competitive advantage.

II. PURSUE RECURRING AND LARGE VOLUME APPLICATIONS

The Company has developed its facilities and operations specifically to provide effective service to clients which generate large and recurring call volumes. The Company has established a strong track record in successfully managing client programs which produce such volumes. The consistent revenue streams derived from these large volume and recurring applications help the Company manage its long-term growth.

III. CAPITALIZE ON STATE-OF-THE-ART TECHNOLOGY

The Company seeks to capitalize on its state-of-the-art technology, which enables the Company to offer premium quality, flexible and cost-effective service solutions to its clients. The Company believes that its significant and continuing investment in sophisticated call center technology, including proprietary interactive voice response technology, proprietary scheduling systems, computer telephony integration systems, advanced call management software systems and high speed, fault-tolerant computer systems, is a competitive advantage. In addition, the Company's proprietary software systems, hardware platforms and extensive networking technology allow it to provide customized client applications and integrate two or more of its inbound, automated voice response and outbound services. The Company continually seeks to improve its technological capabilities.

IV. PROVIDE PREMIUM QUALITY SERVICES

The Company believes that service quality is a critical factor in a potential client's decision to outsource its teleservices. The Company differentiates the quality of its services through its ability to quickly respond to new applications and short-term volume fluctuations, efficiently address staffing needs, and effectively employ operating systems that can process client campaign data and provide sophisticated reports. The Company also seeks to provide premium quality services through an extensive training program and an experienced management team. The Company believes that it provides premium quality service to its clients and that the quality of its service is one of its competitive advantages.

V. DEVELOP LONG-TERM CLIENT RELATIONSHIPS

The Company focuses on developing long-term client relationships. Since the Company manages programs that interface with its clients' current or prospective customers, the Company seeks to develop a detailed understanding of each of its clients' specialized businesses. This process enables the Company to create customized solutions which meet clients' needs and minimize client turnover. As a result, the Company is better positioned to cross-sell its services and proactively offer new applications.

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VI. LEVERAGE STRONG MANAGEMENT EXPERIENCE

The Company's management team possesses extensive industry experience in inbound, automated voice response and outbound services. The Company's management team has proven experience managing the rapid growth of the business. The founders of the Company are among the pioneers of key areas of the teleservices industry and the members of the management team have continued to contribute to the development of the teleservices industry. The Company believes that it has distinguished itself through its ability to attract and retain some of the most talented managers in the industry.

DESCRIPTION OF SERVICES

The Company's organizational structure is outlined below:

[A CHART DEPICTING THE COMPANY'S ORGANIZATIONAL STRUCTURE APPEARS HERE]

I. OPERATOR TELESERVICES ("INBOUND")

Inbound provides live operator call-processing services, including order capture and customer service applications. Inbound was established in 1986 with the goal of becoming the leading inbound teleservices operation in the United States. It was one of the first service providers to fully automate its operations and to develop proprietary software systems to service the customized needs of its clients. In 1995, Inbound represented approximately 28.9% of the Company's revenue. For the nine months ended September 30, 1996, Inbound represented approximately 30.0% of the Company's revenue. The two divisions of Inbound are Direct Response Services and Custom Operator Services.

DIRECT RESPONSE SERVICES. This division provides large volume inbound call- processing services. Inbound custom designs applications to meet client specifications for order capture, lead generation, customer service, dealer referral and other information processing campaigns. Direct Response Services receives incoming calls 24 hours per day, 365 days per year. Clients measure this division's service quality by its ability to (i) process a large volume of simultaneous incoming calls and (ii) to minimize the number of calls which receive a busy signal. Although this division processes call volume from other media such as radio, print and direct mail advertisements, most of its call volume is generated via toll-free numbers appearing in television advertisements. This type of inbound campaign requires the capability to handle increases in call volumes over short periods of time.

The Company utilizes automatic call distributors and digital switches to identify the toll-free number dialed by each caller. The toll-free number specifies the particular client campaign and designates customer, product, and service information to the operator and provides a highly structured script designed to aid in processing the transaction. Each individual operator may receive a call for one of hundreds of different client campaigns at any given time. Furthermore, the Company can immediately report information captured during the call to its client, the client's advertising agency and the client's designated fulfillment company. Caller information and campaign call volume summary reports are customized and may be transmitted to the client via magnetic tape, electronic transfer or facsimile per the client's instructions. Clients also have the ability to access real-time on-line program results by media source. Immediate access

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to call volume data allows the Company's clients to quickly determine the cost-effectiveness of various campaigns and to adjust their media expenditures accordingly.

CUSTOM OPERATOR SERVICES. This division provides customized teleservices solutions on a dedicated basis to large business clients. The Company believes that many businesses are finding it increasingly difficult to provide high quality customer service and product support without diverting resources from their core businesses. In addition, it is expensive for these businesses to own, operate and maintain state-of-the-art call-processing facilities. The Company believes there are significant growth opportunities in outsourced teleservices for companies that can provide customized solutions on a dedicated basis. The Company's objective for this division is to provide a wide range of inbound telephone-based services including: (i) programs designed to enhance or maximize customer acquisition and retention; (ii) customer service and support; (iii) product support; (iv) collection services;
(v) customer complaint resolution; and (vi) client satisfaction information.

II. INTERACTIVE TELESERVICES ("INTERACTIVE")

Interactive provides large volume automated voice response services which allow a caller to access information by means of a touch-tone telephone or voice prompt. Interactive began operations in 1989 with the goal of establishing the leadership position in automated voice response services. The Company believes that Interactive is currently the largest, fully automated call-processing operation in the United States. In 1995, Interactive represented approximately 38.4% of the Company's revenues. For the nine months ending September 30, 1996, Interactive represented approximately 42.0% of the Company's revenues. Interactive has developed proprietary software systems and hardware platforms to service the diverse needs of its clients and complements the Company's live operator service offerings.

Interactive provides automated voice response services for a broad range of applications, which include secure automated credit card activation, information and entertainment services, polling and surveying, cellular fraud prevention service, automated product information requests, database management and enhancement, multiple caller conferencing, customer service and third-party caller transfers. Interactive is measured by its ability to process a large volume of simultaneous transactions. Additionally, Interactive designs customized applications to meet stated client specifications and offers a variety of voice recording services to aid in the design of an interactive voice application.

Interactive specializes in processing large volumes of telephone transactions generated by print, direct mail, radio and television broadcast advertisements. Interactive's clients typically advertise a toll-free or pay per call number designed to generate a prompt response. Interactive's automated voice-processing platforms may be accessed 24 hours per day, 365 days per year. Interactive's proprietary software systems and hardware platforms integrate the use of automated call distributors, digital switches and decentralized computers for database management with remote host computer interfaces and other peripheral processing activities. Interactive's proprietary technology systems along with inbound and outbound services, permit a caller to connect to a live operator to process data already captured through automated Voice Response Units ("VRUs"). Interactive utilizes VRUs or digital switches to identify the specific toll-free number dialed by the caller. The toll-free number will identify the specific client campaign and direct the call to the appropriate VRUs, switches, database machines, and other required hardware and software needed to fulfill the requirements of the client's application. Interactive was the first large scale platform to incorporate advanced services such as voice recognition for callers with rotary phones, and near real time transcription for quick data dissemination.

Interactive's clients have remote access capability to modify their scripts and obtain instantaneous call count and program information. Interactive reports all information captured or disseminated during a transaction to its clients. Campaign information, summary reports and statistics are customized to meet a client's specifications.

In connection with the provision of interactive teleservices, the Company offers an accounts receivable financing program for certain qualified clients designed to advance a portion of revenue

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created by the client's program prior to receipt of these funds through the normal collection cycle. These advances are collateralized by the client's billed receivables. The purpose of the program is to provide clients with working capital on a weekly basis instead of having them rely on the normal monthly collection cycle.

III. DIRECT TELESERVICES ("OUTBOUND")

Outbound provides live operator direct marketing services. Outbound began operations in 1990 with the goal of becoming one of the leading teleservices organizations in the United States. In 1995, Outbound represented approximately 32.7% of the Company's revenue. For the nine months ended September 30, 1996, Outbound represented approximately 28.0% of the Company's revenues. Since Outbound operates in a more mature and competitive environment than Inbound and Interactive, Outbound focuses exclusively on high volume projects. The two divisions of Outbound are Consumer Direct Services and Business Direct Services.

CONSUMER DIRECT SERVICES. This division provides business-to-consumer marketing services. While client applications may include product registration, customer acquisition and retention campaigns, lead generation, database enhancement and management, customer service and verification activities, the division's primary service is product sales. Outbound is typically measured by its ability to generate the highest net revenue per billable hour for its clients.

The Company typically initiates contact with consumers that have been identified by a client as existing or potential customers. Integrated call management systems utilizing large-scale predictive dialers systematically call consumers and transfer successful connections to a designated marketing representative. As a call is presented to a marketing representative who has been trained for specific client applications, the consumer's name, address and other available information are simultaneously presented along with the client's customized script. The Company's proprietary software systems permit clients to immediately access on-line program results and shadow monitor the performance of all designated marketing representatives. The Company can report information captured, summary results and more detailed statistical analyses in a customized format for each of its clients.

BUSINESS DIRECT SERVICES. This division provides business-to-business marketing services for clients whose target markets include thousands of small to medium sized businesses. These applications are designed to enhance and grow their database of information about their prospects and clients, schedule appointments for their regional and national sales forces, and sell services to accounts that may not warrant a face-to-face sales presentation.

OPERATIONS AND FACILITIES

The Company operated four automated voice response facilities with approximately 4,000 telephone workstations as of September 30, 1996 and approximately 5,400 ports as of September 30, 1996 and six state-of-the-art call centers. Certain of the Company's call centers can be used interchangeably by both Inbound and Outbound.

Inbound operates three large volume, automated call-processing facilities located in Omaha, Nebraska, San Antonio, Texas and Hampton, Virginia. These facilities consist of approximately 1,800 computer-assisted workstations. In 1995, Inbound employed an average of approximately 2,700 operators per day with peak employment of approximately 3,200 operators per day.

Interactive operates four large volume, automated voice response platforms located in Omaha, Nebraska (two platforms), San Antonio, Texas and Calgary, Alberta (Canada). Interactive has a total capacity of approximately 5,600 voice response ports. Interactive is not a labor intensive business and currently employs approximately 180 managerial, staff and administrative personnel.

Outbound operates three large volume, automated facilities located in San Antonio, Texas, Universal City, Texas and El Paso, Texas, and expects a fourth facility in Killeen, Texas to become

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operational in December 1996. Outbound currently maintains approximately 2,200 computer-assisted workstations and in 1995 employed an average of 2,400 marketing representatives per day with peak employment of approximately 3,000 marketing representatives per day.

The following table summarizes the location of, and the number of telephone workstations at each of the Company's call centers for each of Inbound, Interactive and Outbound.

CALL CENTERS	NUMBER OF TELEPHONE WORKSTATIONS	NUMBER OF VOICE RESPONSE PORTS
Inbound		
Omaha, Nebraska	737	--
San Antonio, Texas	536	--
Hampton, Virginia	577	--
Inbound Total	1,850	--
Interactive		
Omaha, Nebraska	--	4,337(a)
San Antonio, Texas(a)	--	1,687
Calgary, Alberta	--	230
Interactive Total	--	6,254
Outbound		
San Antonio, Texas	1,021	--
Universal City, Texas	640	--
El Paso, Texas	504	--
Killeen, Texas	272(b)	--
Outbound Total	2,437	--
Total	4,287	6,254

(a) Includes 882 ports which are expected to become operational in October, November and December 1996.
(b) Currently under development. Expected to be operational in December 1996.

The Company occupies approximately 597,000 square feet of office space. All facilities described above other than the facilities located in San Antonio, Texas are leased.

The Company believes that its facilities are adequate for its foreseeable needs and that additional space will be available as required. See Note D to Consolidated Financial Statements for information regarding the Company's obligations under its facilities leases.

FACILITIES AND SERVICE FORTIFICATION

The Company recognizes the importance of providing uninterrupted service for its clients. The Company has invested significant resources to develop, install and maintain facilities and systems designed to be highly reliable. All of the Company's service facilities and systems are designed to maximize system in-service time and minimize the possibility of telecommunications outage, commercial power loss or equipment failure. The Company believes that this level of reliability provides an important competitive advantage.

The Company utilizes redundant network architecture which substantially reduces the possibility of a system failure and the interruption of telecommunications service. As depicted in the diagram below, Inbound's and Interactive's call centers are served by redundant long distance and local access facilities. Each call center is serviced by dual central office switches, providing split access flexible egress routing capabilities, as well as backup access into each facility, using dual fiber ring SONET-based self- healing network architectures. All inbound numbers directed to a Company facility are appended with dual routing instructions in the event of an error on the primary network path. These

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capabilities allow incoming calls to be redirected via an alternate long distance switch and/or through a backup access line in the unlikely event of a long distance or local network failure.

[A FLOW CHART DEPICTING THE COMPANY'S REDUNDANT LONG DISTANCE AND LOCAL ACCESS FACILITIES APPEARS HERE]

The Company's systems also feature operational redundancy. The Company uses automatic call distributors with dual processors and online automatic backup and fault-tolerant mainframe computers with spontaneous dual backup for all processors, disk management and mechanical functions. Copies of all proprietary Company software systems and client application software reside in a secure off-site storage facility. The Company actively monitors all critical components of its call-processing facilities 24 hours per day, 365 days per year. Each facility also has a stand-alone primary power system and both battery backup and diesel generator backup power systems.

PERSONNEL AND TRAINING

The Company believes that a key component of its success is the quality of its employees. As a large-scale service provider, the Company is continually refining its approach to recruiting, training and managing its employees. The Company has established procedures for the efficient weekly hiring and training of hundreds of qualified employees. These procedures, coupled with the Company's proprietary scheduling system, enable the Company to provide flexible scheduling and staffing solutions to meet a client's needs for additional resources.

The Company offers extensive classroom and on-the-job training programs for personnel, including instruction regarding call-processing procedures, direct sales techniques, customer service guidelines, telephone etiquette and proper use of voice inflections. Telephone representatives receive professional training lasting from four to 21 days, depending upon the client's program and the nature of the services being provided. In addition to training designed to enhance job performance, employees are also given a detailed description of the Company's organizational structure, standard operating procedures, and business philosophies.

In 1995, the Company employed an average of approximately 4,900 telephone representatives per day for its inbound services and outbound services with peak employment of approximately 6,200 operators per day. In addition, the Company employed as of September 30, 1996 approximately 1,600 management, staff and administrative employees. The Company considers its relations with its employees to be good.

CALL MANAGEMENT SYSTEMS

The Company specializes in processing large and recurring call volumes. In each of Inbound, Interactive and Outbound, the Company works closely with its clients to accurately project future call volumes. The Company uses the following practices to efficiently manage its call volumes:

HISTORICAL TRENDS ANALYSES. The Company tracks weekly, daily and hourly calling trends for individual client programs for Inbound, Interactive and Outbound. The Company believes that the key to a cost efficient teleservices program begins with the effective planning of future call volumes to

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determine the optimal number of employees, workstations and calling ports that need to be deployed each hour. Based upon the Company's experience in processing large call volumes during the past ten years, it has accumulated the data necessary to differentiate the calling patterns of different applications such as order capture, lead generation and customer service.

FORECASTING CALL VOLUMES/ESTABLISHING PRODUCTION PLANS. Call volumes are forecasted for each one-half hour increment for each day. Detailed assumptions are made regarding average length of call, average wait time between calls, average speed of answer, and service level targets to determine the actual number of calls that may be processed by a workstation or voice response port during a specific one-half hour increment. This process enables the Company to effectively determine the number of workstations and voice response ports needed for a given campaign.

STAFFING AND SCHEDULING PLANS. Based upon the total number of workstations required to be staffed, a detailed schedule is created. These schedules are typically forecasted six to eight weeks in advance to assist the Company's personnel and training departments in hiring and training the desired number of personnel. Operators and marketing representatives are given regular work schedules that are designed to coincide with anticipated calling patterns and trends.

The Company has developed a proprietary scheduling system that efficiently identifies variances between staff scheduled and staff needed. The system accommodates real-time adjustments to be made for personnel schedules as call volume projections fluctuate. Telephone agent personnel directly interact with the system to schedule additional hours or time off. The system is integrated into all attendance and payroll processing systems.

FACILITY CALLING PLAN. Once staffing and scheduling plans have been developed, each division determines how to efficiently allocate the projected call volumes among its call centers. Each call center receives a detailed plan outlining the projected call volumes for each day of the week and each one- half hour increment of each day. Personnel schedules are produced to optimally match the projected calling volumes.

NETWORK CONTROL. The Company interfaces directly with AT&T's nationwide long distance network and has the ability to allocate call volumes among its various call centers on command. Traffic control specialists within the Company are responsible for comparing actual call volumes and trends to stated staffing and scheduling plans. When necessary, adjustments can be made to fine tune minor variances between actual call volumes and personnel that have been scheduled by facility. As a result, calls are optimally directed to available personnel. Network control monitors the status of all call-processing activities on a minute-by-minute basis. Minor real time variances between projected and actual calling trends are promptly input into the Company's database and the call management cycle repeats.

TECHNOLOGY/SYSTEMS DEVELOPMENT

All proprietary software systems and hardware platforms for Inbound, Interactive and Outbound permit the design and execution of highly integrated service offerings which share consumer database files, source files, calling records and calling lists. All systems provide clients with the ability to directly interface and communicate with the Company's systems. The Company currently employs approximately 380 systems analysts, programmers and technicians to modify and enhance the Company's operating systems and to design client applications.

QUALITY ASSURANCE

By the nature of its services, the Company establishes direct contact with the customer base of its clients. Given the importance of this role, the Company believes that its reputation for providing

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premium quality service is critical. Both the Company and its clients shadow monitor and evaluate the performance of telephone representatives to confirm that clients' programs are properly implemented using clients' approved scripts and that the telephone representatives meet clients' customer service standards. The Company regularly measures the quality of its services by reviewing such variables as average length of call, calls per hour, average speed of answer, sales per hour, rate of call abandonment and order conversion percentages. The Company's information systems enable the Company to provide clients with regular reports on a real-time basis as to the status of an ongoing campaign and to transmit summary data and captured information electronically to clients.

The Company maintains a quality assurance department for each of Inbound, Interactive and Outbound that is responsible for the overall quality of the services being provided. A comprehensive performance appraisal is typically given to every telephone representative every six to eight weeks. The Company uses statistical summaries of the performance appraisal information for its training and operations departments to provide feedback and to identify telephone representatives who may need additional training.

SALES AND MARKETING

The Company's sales and marketing strategy focuses on leveraging the Company's teleservices expertise, integrated service capabilities and reputation for premium quality service in order to cross-sell its services to existing clients and to develop new long-term client relationships. The Company also identifies industries that face increased competition, such as telecommunications, insurance, banking, pharmaceuticals, consumer goods and computer software, in which the Company can offer clients large-scale cost- effective solutions on an outsourced basis.

The Company formulates detailed annual marketing plans. These plans contain objectives and milestones which are tracked regularly throughout the year. The sales organization consists of a vice president of sales for each division that manages a group of national account managers. A national account manager's primary responsibility is to solicit business from new prospects and to enhance existing client relationships. Commissions are paid on both new sales and incremental revenues generated from existing clients to provide the appropriate incentives for national account managers. Once a client campaign is initiated, a client services account manager is responsible for the daily management of the campaign.

COMPETITION

The teleservices industry is highly fragmented and competitive. The Company's competitors in the teleservices industry range from very small firms catering to specialized applications and short-term projects to large independent firms and the in-house operations of many clients and potential clients. In addition, some of the Company's services compete with other forms of marketing such as mail, television and radio. While the Company has various competitors for each of its divisions, the Company believes that only a few competitors currently have the capability to provide each of inbound, automated voice-processing and outbound services. The Company believes that the principal competitive factors in the teleservices industry are capacity, flexibility of implementing customized solutions to clients' teleservices needs, technological expertise and price.

PROPRIETARY RIGHTS AND LICENSES

The Company has made significant investments in the development of its proprietary software systems and hardware platforms. The Company relies on a combination of the protections provided by applicable copyright, trademark and trade secret laws, as well as on confidentiality procedures, to establish and protect its proprietary rights. The Company does not license any of its software or hardware designs for use by others. Despite these precautions, there can be no assurance that

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misappropriation of the Company's proprietary software and hardware designs will not occur. Although the Company believes that its intellectual property rights do not infringe upon the proprietary rights of third-parties, there can be no assurance that third-parties will not assert infringement claims against the Company. Further, there can be no assurance that intellectual property protection will be available in certain foreign countries should the Company commence operations outside North America.

GOVERNMENT REGULATION

Teleservices sales practices are regulated at both the federal and state level. The significant growth of the telemarketing industry in the 1980's produced concern over the proliferation of unsolicited teleservices calls made to private residences. In response, Congress passed the Telephone Consumer Protection Act of 1991 (the "TCPA") as the first attempt at regulating the telemarketing industry. The Federal Communications Commission ("FCC") enacted rules pursuant to the TCPA in December 1992 which prohibit the initiation of telephone solicitations to residential telephone subscribers before 8:00 a.m. and after 9:00 p.m. and prohibit the use of automated telephone dialing equipment to call certain telephone numbers. The FCC rules also require the maintenance of a list of residential consumers that have stated that they do not want to receive telephone solicitations to ensure that companies avoid making calls to consumers on this list.

In a further effort to combat telemarketing fraud, Congress also passed the Federal Telemarketing Consumer Fraud and Abuse Act of 1994 ("TCFAA") which authorized the Federal Trade Commission (the "FTC") to issue regulations designed to prevent deceptive and abusive telemarketing acts and practices. In 1995, the FTC issued its new Telemarketing Sales Rule, which went into effect in January 1996. The Telemarketing Sales Rule broadly defines telemarketing as a plan, program or campaign conducted to induce the sale of goods, or services through the use of one or more telephones and which involve more than one interstate telephone call. The Telemarketing Sales Rule covers most outbound telemarketing calls and certain inbound telemarketing calls. The Telemarketing Sales Rule excludes from its coverage, among other things, (i) certain calls initiated by customers in response to catalog offerings, (ii) calls initiated by customers in response to mass media advertisements, except advertising relating to investment opportunities, credit repair services, offers to recover money lost in previous telemarketing transactions or solicitations that represent a high likelihood of success in obtaining credit if a payment in advance of obtaining credit is required, (iii) certain calls initiated by customers in response to a direct mail solicitation, (iv) pay per call services which are subject to the FTC's 900 Number Rule, and (v) business-to- business calls except those involving the sale of nondurable office or cleaning supplies. The Telemarketing Sales Rule sets forth certain mandatory disclosures which must be made in connection with telephone sales, and requires that records be kept for a period of two years. The Telemarketing Sales Rule prohibits telemarketers from making any false or misleading statements to induce any person to pay for goods or services, from using threats, intimidation and profane or obscene language during calls, from causing any telephone to ring repeatedly or continuously with intent to annoy, abuse or harass any person and from engaging in other certain conduct. The Telemarketing Sales Rule also imposes potential liability on companies providing substantial assistance to those engaged in violations of the Telemarketing Sales Rule.

In addition to the FTC's new Telemarketing Sales Rule, there are numerous state statutes and regulations governing telemarketing activities to which the Company is subject. These statutes impose restrictions on auto-dialed recorded message players, on solicitations initiated by or on behalf of the seller of goods or services and on the monitoring of telephone calls of telemarketer employees. Some states also require registration of any telemarketing campaign prior to any solicitation or attempted solicitation in connection therewith and impose certain mandatory disclosures which must be made during the course of the telephone calls. A number of states also provide that a sale cannot be final unless a written contract is delivered to and signed by the buyer and may be canceled within three business days. At least one state also prohibits telemarketers from requiring credit card payment. From

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time to time, bills are introduced in Congress which, if enacted, would regulate the use of credit information. The Company cannot predict whether this legislation will be enacted and what effect, if any, it would have on the Company or its industry.

The FTC has also adopted regulations governing pay per call services (the "900 Number Rule") pursuant to the Telephone Disclosure and Dispute Resolution Act passed by Congress in 1992 ("TDDRA"). The 900 Number Rule prescribes the content of advertising for such services, requires that certain introductory disclosures be made (at no charge to the caller) and provides for the manner and content of billing and collection for such services. The FCC supplements this regulation by requiring that common carriers assign a telephone number to a provider of interstate pay per call services and offer billing and collection services to such a provider to assure compliance with the 900 Number Rule.

The Telecommunications Act of 1996 also contains certain provisions which may impact upon the Company. Because of abuses that arose from pay per call services offering toll free numbers, the 1996 Act eliminated the tariffed service exception from the pay per call rules and required the FCC to adopt new and more stringent rules for the use of toll free numbers for pay per call services. The FCC has proposed rules for the use of toll free numbers for pay per call services. The FCC has proposed rules designed to restrict the use of toll free numbers in connection with pay per call information programming. Among the most significant changes to the toll free number rules are that presubscription agreements now must be executed in writing, require the use of a PIN or other identifier unique to the subscriber and provide subscribers with a choice of billing method--direct remit, debit prepaid account phone bill or credit or calling card. As an alternative, information providers may charge information services provided via toll free numbers with a prepaid account or debit, credit, charge or calling card if there is a preamble disclosing the costs, the point when the charges begin and billing methods. There are also corresponding disclosure requirements for soliciting presubscription agreements and for consumers' billing statements.

The industries served by the Company are also subject to varying degrees of government regulation. Generally, the Company relies on its clients and their advisors to develop the scripts to be used by the Company in making consumer solicitations. The Company generally requires its clients to indemnify the Company against claims and expenses arising with respect to the Company's services performed on its clients' behalf. The Company employees who complete sales for insurance companies are required to be licensed by various state insurance commissions and participate in regular continuing education programs, which are currently provided in-house by the Company. A state insurance department is reviewing certain practices and procedures used by the Company. The Company is working with the insurance department to comply with all regulations. The Company has never been held financially responsible, or been assessed any penalty, in any material respect for regulatory noncompliance. The Company may be subject to the payment of penalties in this matter, but based on its experience in other states, its understanding of the resolutions of similar reviews of other companies and the advice of legal counsel, the Company believes that this matter is not likely to have a material adverse effect on the Company.

The Company believes it is in compliance in all material respects with all federal and state regulations. The Company specifically trains its marketing representatives to handle calls in an approved manner, and maintains "do not call" lists.

There can be no assurance, however, that the Company would not be subject to regulatory challenge for a violation of federal or state law by any of its clients.

LEGAL PROCEEDINGS

From time to time, the Company is involved in litigation relating to claims arising out of its operations in the normal course of business. Interactive Corp. is a defendant in a case brought in the

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United States District Court for the Southern District of Georgia, Augusta Division, on September 12, 1991, captioned Lamar Andrews, individually and as Representative of a Class of All Other Persons Similarly Situated, Plaintiff v. American Telephone & Telegraph Company, et al., Defendants, No. CV 191-175. The District Court certified a master class of all persons who paid for one or more 900 number calls pertaining to programs offering sweepstakes, games of chance, awards, cash or other prizes, gifts or information on unclaimed funds. These calls were billed and collected by AT&T Corp. ("AT&T") and U.S. Sprint Communications Company Limited Partnership ("Sprint"). The District Court also certified a sub-class of those persons who paid, in the State of Georgia, for one or more such calls billed and collected by AT&T or Sprint. The complaint alleges that the programs at issue involved, among other things, acts of unlawful gambling, mail fraud and wire fraud in violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), the Communications Act of 1934, the federal common law of communications and other state and federal laws. Interactive Corp. provided interactive voice processing and billing services to a customer which conducted some of the programs at issue in the litigation. The billing services were provided through AT&T. The action seeks recovery of treble damages (which amount has not been specified), punitive damages, costs and attorneys' fees. The Company's potential liability and expenses in this matter are not covered by insurance. On September 19, 1996, the United States Court of Appeals for the Eleventh Circuit reversed the District Court's order certifying the classes on the ground that the class action would be unmanageable. The plaintiffs have sought a rehearing before the Court of Appeals. The Company cannot predict the ultimate outcome of this case or the magnitude of any potential damages or costs payable by the Company. The Company believes that the decision by the United States Court of Appeals is a favorable development and intends to vigorously contest the claims made in this case.

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MANAGEMENT

EXECUTIVE OFFICERS AND DIRECTORS

The executive officers and directors of the Company and their ages as of October 11, 1996 are as follows:

NAME	AGE	POSITION
Gary L. West	50	Chairman of the Board and Director(1)
Mary E. West	50	Vice Chair of the Board, Secretary and Director
Troy L. Eaden	34	Chief Executive Officer and Director(1)
Thomas B. Barker	41	President, Chief Operating Officer and Director
Michael A. Micek	47	Chief Financial Officer and Vice President--Finance
Nancee R. Berger	36	President--Interactive Teleservices
John W. Erwin	33	President--Direct Teleservices
Lee Waters	37	Executive Vice President--Operator Teleservices
Mark Lavin	39	Executive Vice President--Direct Teleservices
Joseph L. Bradley	41	Executive Vice President--Systems and Technology
Diane K. Ferris	48	Chief Administrative Officer

(1) Member of the Compensation Committee

GARY L. WEST co-founded WATS Marketing of America ("WATS") in 1978 and remained with that company until 1985. Mr. West joined the Company in July 1987 after the expiration of a noncompetition agreement with WATS. Mr. West has served as Chairman of the Board since joining the Company. Mr. West and Mary E. West are husband and wife.

MARY E. WEST co-founded WATS and remained until December 1985. In January 1986, she and Mr. Eaden founded the Company. Mrs. West has served as Vice Chair of the Company since 1987. Mrs. West and Mr. West are wife and husband.

TROY L. EADEN co-founded the Company with Mrs. West in January 1986. He has served as the principal executive of the Company since 1989 and has formally held the title of Chief Executive Officer since March 1995. Mr. Eaden was employed by WATS from May 1980 to December 1985.

THOMAS B. BARKER joined the Company in 1991 as Executive Vice President of Interactive. Mr. Barker was promoted to President and Chief Operating Officer of the Company in March 1995. Prior to joining the Company, he served as President and Chief Operating Officer of Cue Network Corp., a provider of nationwide paging and satellite data distribution services.

MICHAEL A. MICEK joined the Company in 1988 and was appointed to his current position in 1990. Prior to joining the Company, Mr. Micek was a partner in the accounting firm of Blackman and Micek, P.C. from 1983 to 1988 and was employed by the accounting firm of Touche Ross from 1981 to 1983.

NANCEE R. BERGER joined Interactive in 1989 as Manager of Client Services. Ms. Berger was promoted to Vice President of Interactive in May 1994. She was promoted to Executive Vice President of Interactive in March 1995, and to President of Interactive Teleservices in October 1996. Before joining Interactive, she was Senior Project Manager at Applied Communications, Inc.

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JOHN W. ERWIN joined the Company in 1988 as Executive Vice President of Outbound. In March of 1995, Mr. Erwin became President--Direct Teleservices. Prior to joining the Company, Mr. Erwin held a management position with Dial America Marketing and a management and ownership position with Telcom Communications Marketing, Inc., both of which provide outbound telemarketing services.

LEE WATERS joined the Company in 1994 as a Vice President of Sales and Marketing for Inbound and was promoted to Executive Vice President--Operator Teleservices in 1996. Prior to joining the Company, he was employed by Federal Express. From 1989 until 1992 at Federal Express, he was a District Sales Manager of the Commonwealth District and in 1992 he became the Regional Manager of the Catalog and Remail Services Division.

MARK LAVIN joined the Company in 1996 as Executive Vice President--Direct Response TeleServices. From 1991 until 1996, he held various management positions in reservation services for Radisson Hospitality Worldwide.

JOSEPH L. BRADLEY has been at the Company since its inception in 1986. Mr. Bradley is Executive Vice President--Systems and Technology. Prior to joining the Company, Mr. Bradley worked in information systems from 1982 to 1986 with First Data Resources.

DIANE K. FERRIS joined the Company in 1988 as Vice President of Operations-- Inbound. In February 1991, Ms. Ferris was promoted to Chief Administrative Officer. Prior to joining the Company, Ms. Ferris was Vice President of Administration and Corporate Planning for Mutual of Omaha Fund Management Company.

The Board of Directors is divided into three classes. Within 90 days following the closing of this Offering, the Company expects to increase the size of the Board of Directors to add two independent directors. Effective upon the closing of this Offering, the Board of Directors will be divided into three classes. One class of directors is elected each year at the annual meeting of stockholders for terms of office expiring after three years. The terms of Thomas B. Barker and one of the independent directors will expire in 1997, the terms of Troy L. Eaden and Mary E. West will expire in 1998 and the terms of Gary L. West and the other independent director will expire in 1999. Each director serves until the expiration of his term and thereafter until his successor is duly elected and qualified. Executive officers of the Company are appointed by the Board of Directors on an annual basis.

BOARD COMMITTEES

The Board of Directors has established a Compensation Committee, comprised of Troy L. Eaden, Gary L. West and the two independent directors (the "Compensation Committee"), which provides recommendations concerning salaries and incentive compensation for employees of, and consultants to, the Company. The Board of Directors will also establish an Audit Committee, which reviews the results and scope of the annual audit of the Company's financial statements conducted by the Company's independent accountants, the scope of other services provided by the Company's independent accountants, proposed changes in the Company's financial and accounting standards and principles, and the Company's policies and procedures with respect to its internal accounting, auditing and financial controls. The Audit Committee also makes recommendations to the Board of Directors on the engagement of the independent accountants as well as other matters which may come before the Audit Committee or at the direction of the Board of Directors. The independent directors are expected to comprise a majority of the members of the Audit Committee.

DIRECTORS' ANNUAL COMPENSATION

During the fiscal year ended December 31, 1995, members of the Board of Directors received no directors' fees. The Company is obligated to reimburse the members of the Board of Directors for all

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reasonable expenses incurred in connection with their attendance at directors' meetings. No director made any claim for reimbursement in fiscal 1995. Following this Offering, members of the Board of Directors who are not officers or employees of the Company will receive $2,000 per meeting plus reasonable expenses incurred in connection with their attendance at directors' meetings. Pursuant to the 1996 Stock Incentive Plan, these directors will be granted options to acquire 2,000 shares of Common Stock as of the date of the Offering or upon their first election to the Board of Directors. Each director will also be granted options to purchase 1,000 additional shares as of each of the Company's annual stockholders meetings provided that such director remains a member of the Board of Directors at such time. The options will become vested and exercisable one year from the date such options are granted.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

The Compensation Committee will be composed of Troy L. Eaden, Gary L. West and the two independent directors. See "Certain Transactions." During the fiscal year ended December 31, 1995, the Company did not have a compensation committee of the Board of Directors, and Troy L. Eaden made all executive officer compensation decisions.

EXECUTIVE COMPENSATION

The following table provides certain summary information concerning compensation earned in the fiscal years ended December 31, 1995, 1994 and 1993, by the Company's chief executive officer and the four other most highly compensated executive officers of the Company (collectively, the "Named Executive Officers"). There were no stock options or stock appreciation rights outstanding during the fiscal year ended December 31, 1995.

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	FISCAL YEAR	ANNUAL COMPENSATION SALARY($)	ANNUAL COMPENSATION BONUS($)	ALL OTHER COMPENSATION($)(1)
Troy L. Eaden.....	1995	234,493	0	2,850
Chief Executive Officer	1994	181,262	0	2,205
and Director	1993	165,375	0	4,134
Thomas B. Barker.....	1995	293,284	223,845	2,850
President, Chief Operat-				
ing	1994	148,850	500,749	2,138
Officer and Director	1993	141,750	163,552	4,497
Michael A. Micek.....	1995	126,827	125,000	2,850
Chief Financial Officer,	1994	103,769	100,000	2,205
Vice President--Finance	1993	94,692	48,000	2,955
Lee Waters(2)	1995	97,543	158,088	0
Executive Vice Presi-				
dent--	1994	63,575	0	0
Operator Services Divi-				
sion	1993	--	--	--
Wayne Harper.....	1995	60,000	170,431	2,850
Vice President--	1994	60,000	187,060	2,187
Sales and Marketing	1993	60,000	5,668	0

(1) These amounts, if any, reflect matching contributions made by the Company on behalf of each Named Executive Officer pursuant to the Company's Employee 401(k) Retirement Plan and are in addition to the salary and bonus shown for each Named Executive Officer.
(2) Amounts reported for Mr. Waters do not include any amounts for 1993 since Mr. Waters joined the Company in 1994.

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1996 STOCK INCENTIVE PLAN

As of September 24, 1996, the Board of Directors adopted the 1996 Stock Incentive Plan and the stockholders approved the 1996 Plan. The purpose of the 1996 Stock Incentive Plan is to provide a means through which the Company may attract competent persons to become directors of the Company and through which the Company may attract able persons to enter and remain in the employ of the Company. Eligible persons include those regularly employed by the Company, directors and consultants.

The 1996 Stock Incentive Plan is administered by a Committee, as defined in the 1996 Stock Incentive Plan (the "Committee"). Awards may be granted by the Committee to eligible persons in the form of non-qualified stock options ("NQSOs"), incentive stock options (within the meaning of Section 422 of the Internal Revenue Code), stock appreciation rights, restricted stock awards, phantom stock unit awards, performance share unit awards and other stock bonus awards ("Incentive Awards"). The 1996 Stock Incentive Plan also provides for the automatic grant of NQSOs to all non-employee directors upon the consummation of this Offering and upon each annual stockholders meeting.

The aggregate number of shares of Common Stock that may be issued pursuant to Incentive Awards under the 1996 Stock Incentive Plan may not exceed 9,499,500; provided, that share appreciation rights that are exercisable as an alternative to an option will not be subject to the foregoing limitation. Following the expiration of the applicable exemption provided for under Section 162(m) of the Internal Revenue Code, the maximum number of shares which may be the subject of options and stock appreciation rights granted in any calendar year to an individual who is a "covered employee" within the meaning of Section 162(m) of the Internal Revenue Code shall not exceed 1,000,000 shares.

In the event of a Change in Control of the Company (as defined in the 1996 Stock Incentive Plan), all Incentive Awards under the 1996 Stock Incentive Plan will become immediately vested and exercisable. As of September 24, 1996, Incentive Awards to purchase an aggregate of 3,634,900 shares of Common Stock were issued and outstanding pursuant to the 1996 Stock Incentive Plan. All of such awards were stock options issued in connection with this Offering, each of which has an exercise price equal to the initial public offering price. It is anticipated that the Company will file a registration statement on a Form S-8 under the Securities Act of 1933, as amended, registering for the sale of shares of Common Stock to be issued pursuant to the 1996 Stock Incentive Plan.

EMPLOYMENT AGREEMENTS

Pursuant to an employment agreement dated as of June 30, 1991, Troy L. Eaden will direct the operations of the Company for an unspecified term. Mr. Eaden's salary and bonus are determined annually by the Board of Directors. Mr. Eaden's employment shall terminate upon certain events including Mr. Eaden's death or disability, the sale of all or substantially all of the assets of the Company, termination of employment by the Company for cause or without cause, or Mr. Eaden's resignation. Upon termination of employment for any reason, the Company shall pay Mr. Eaden all salary through the date of termination, together with any bonuses declared by the Board of Directors with respect to Mr. Eaden's services prior to the effective date of termination. Mr. Eaden also agrees, for a period of two years following the termination of his employment, not to engage in any business competing for the customers or accounts of the Company and not to induce or attempt to induce any person employed by the Company at the time of Mr. Eaden's termination to leave his employment or agency with the Company.

Thomas B. Barker, Michael A. Micek, Lee Waters and Wayne Harper serve the Company pursuant to employment agreements dated as of January 1, 1996 for Messrs. Barker, Micek and Harper and June 25, 1996 for Mr. Waters (collectively referred to as the "Effective Date"). The initial term of

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Messrs. Barker's, Micek's and Waters' agreement is two years and the initial term of Mr. Harper's agreement is one year. Each agreement will be automatically renewed, subject to prior termination, for successive one-year periods on the second anniversary for Messrs. Barker, Micek and Waters and on the first anniversary for Mr. Harper of the respective Effective Date and each anniversary thereafter unless either party gives notice of non-renewal. These agreements provide, respectively, for the employment of Mr. Barker as President and Chief Operating Officer of the Company, for Mr. Micek as Chief Financial Officer of the Company, for Mr. Waters as Executive Vice President and for Mr. Harper as Vice President of Sales. Under the respective agreements, Mr. Barker's base salary is $200,000 per year, Mr, Micek's base salary is $140,000 per year, Mr. Water's base salary is $150,000 per year and Mr. Harper's base salary is $80,000 per year. The agreements also provide for an annual bonus determined at the discretion of the Board of Directors. In the event of Mr. Barker's, Mr. Micek's, Mr. Waters' or Mr. Harper's death, termination for cause or without cause or resignation, the Company will pay any salary earned through the date of termination, any bonus earned at the end of the month immediately preceding the date of termination and all vested benefits, if any, as of the date of termination. In the event of a termination without cause or resignation, the employment agreements provide for Messrs. Barker, Micek, Waters and Harper to remain as consultants to the Company for at least twenty-four months following termination of employment. If Mr. Barker, Mr. Micek, Mr. Waters or Mr. Harper is terminated for cause, the Company, in its sole discretion, may elect to retain such executive as a consultant. During the consulting period, the executive will only be paid his annual base salary.

CERTAIN TRANSACTIONS

REORGANIZATION AND TERMINATION OF S CORPORATION STATUS

Prior to the closing of this Offering, each of the stockholders of Inbound Corp., Interactive Corp. and Outbound Corp. will exchange the capital stock of such company owned by such stockholder for shares of Common Stock pursuant to the Reorganization such that each of the foregoing companies will become wholly owned subsidiaries of the Company. Simultaneously, the stockholders of IBS and Canada will transfer their shares of capital stock of IBS and Canada to Interactive Corp. for nominal consideration pursuant to the Reorganization such that each of the foregoing companies will become wholly owned subsidiaries of Interactive Corp.

Prior to the Reorganization, Gary L. West and Mary E. West beneficially owned in the aggregate greater than 73.0%, and Troy L. Eaden beneficially owned 15.0%, of the outstanding shares of common stock of each of the foregoing companies. Following consummation of the Reorganization but prior to this Offering, Gary L. West and Mary E. West will beneficially own in the aggregate approximately 80.1%, and Troy L. Eaden will beneficially own approximately 15.0%, of the shares of Common Stock of the Company.

The Company does not intend to make any changes to the management of the Company nor consolidate the operation of the businesses in connection with the Reorganization. Inbound Corp. provides inbound operator teleservices, Interactive Corp. provides automated voice response teleservices, Outbound Corp. provides outbound direct teleservices, IBS provides billing and collecting services to local exchanges with respect to pay per call events and Canada provides large volume automated voice response services within the territory of Canada. The Company does not intend to change the operations of these companies in connection with the Reorganization. See "Business-- Description of Services."

Each of the West Affiliates has made periodic distributions to its existing stockholders in amounts approximately equal to the stockholders' corresponding tax liabilities associated with the Company's earnings plus amounts representing a portion of retained earnings. The West Affiliates made aggregate distributions of $5.4 million, $8.1 million, $10.5 million, $16.0 million and $25.1 million for the years ended December 31, 1991, 1992, 1993, 1994 and 1995, respectively, and $30.4 million

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through September 30, 1996. On October 31, 1996, each of the West Affiliates declared the First Dividend. The First Dividend was equal to retained earnings as of September 30, 1996, to the extent such retained earnings have not previously been distributed, along with a distribution representing a return of additional paid-in capital contributed by the West Affiliates' existing stockholders. Each of the West Affiliates has paid its portion of the First Dividend to each of its stockholders in cash or through the Stockholders Notes. The First Dividend was equal to approximately $45.9 million, of which approximately $2.0 million was paid in cash and approximately $43.9 million was paid through the Stockholders Notes. The Company estimates that the Stockholders Notes will be paid by a portion of the net proceeds to be received by the Company from this Offering. Prior to the closing of the Reorganization, each of the West Affiliates intends to declare the Second Dividend. The Second Dividend will be equal to the Company's estimate of the West Affiliates' retained earnings prior to conversion of each of the West Affiliates to a C Corporation, to the extent such retained earnings have not previously been distributed, along with a distribution representing a return of additional paid-in capital contributed by the West Affiliates' existing stockholders. The Company estimates that the Second Dividend will equal approximately $6.0 million as of the Termination Date. Each of the West Affiliates will pay its portion of the Second Dividend to its stockholders in cash. The Company estimates that the Second Dividend will be paid from the West Affiliates' existing working capital.

The Termination Date will occur not later than the date immediately prior to the date of the closing of this Offering. Subsequent to the Termination Date, neither the Company nor any of the West Affiliates will be an S Corporation and, accordingly, each will be subject to federal and state income taxes. Other than payment of the Stockholder Notes, upon closing of this Offering, the Company will have no liabilities with respect to distributions to the West Affiliates, the IBS or the Canada stockholders except as set forth in this section.

In addition, each of the West Affiliates, as a result of termination of its S Corporation status, will record its portion of the Deferred Tax Liability effective upon the Termination Date. The amount of the Deferred Tax Liability would have been approximately $2.1 million if the Termination Date had been September 30, 1996, but the actual amount will be adjusted to reflect the effect of the Company's actual operating results through the Termination Date.

LEASE OF 9910 MAPLE STREET FACILITY

The Company leases a building located at 9910 Maple Street, Omaha, Nebraska, which houses its corporate headquarters. The building has 42,000 square feet of leasable space and is situated on a parcel of land of approximately 4.4 acres. This building is owned by 99-Maple Partnership, a partnership owned and controlled by Gary L. West, the Company's Chairman of the Board, and Mary E. West, the Company's Vice Chair of the Board. This lease commenced on April 1, 1988, and was renewed on September 1, 1994, for a term of ten years. For the period commencing September 1, 1996, and ending August 31, 1997, the rent is $59,600 per month, which rent increases each year thereafter at a rate of approximately six percent. For the period commencing September 1, 2003, and ending August 31, 2004, the rent will be $89,635 per month. In addition to payment of rent, the Company is obligated to pay all taxes, insurance and maintenance pertaining to the building.

REGISTRATION RIGHTS

The Company, Gary L. West, Mary E. West, Troy L. Eaden and each of the former stockholders of the West Affiliates will enter into a Registration Rights Agreement (the "Registration Rights Agreement") as of the closing of the Reorganization, which, among other things, will provide that upon the request of Gary L. West, Mary E. West or Troy L. Eaden, the Company will register under the Securities Act any of the shares of Common Stock currently held by or acquired in the future by the foregoing (a "Demand Registration"). Gary L. West and Mary E. West, collectively, and Troy L. Eaden,

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individually, each will have the right to request four Demand Registrations. Each of the foregoing and each of the seven other former stockholders of the West Affiliates will have the right, which may be exercised at any time and from time to time in the future, to include the shares of Common Stock held by him or her in certain other registrations of Common Stock initiated by the Company on its own behalf or on behalf of its stockholders. Following consummation of this Offering, Gary L. West and Mary E. West will beneficially own in the aggregate approximately 45,451,263 shares of Common Stock, Troy L. Eaden will beneficially own approximately 8,516,250 shares of Common Stock, and the seven other former stockholders of the West Affiliates will beneficially own approximately 2,807,487 shares of Common Stock. Each of their rights under the Registration Rights Agreement is transferable. In addition, each of the foregoing has agreed to pay his or her pro rata share of certain costs and expenses in connection with each registration of its shares of Common Stock.

WEST TELEMARKETING INSURANCE AGENCY

West Telemarketing Insurance Agency, Inc. ("West Insurance") is a Texas corporation which is wholly-owned by John W. Erwin, the Company's President of Direct Teleservices. West Insurance is a licensed insurance agency formed in June 1996 under the laws of Texas to service a client of Outbound Corp. in the insurance industry. These arrangements are set forth in a Personnel Company Subscriber Service Agreement, dated as of November 12, 1996. Outbound Corp. pays hourly fees to West Insurance for its agents' services, which fees have averaged since July 1, 1996 approximately $162,420 per month. Neither West Insurance nor Mr. Erwin has made any profit in connection with this arrangement and neither is expected to do so in the future. Mr. Erwin entered into a Stock Redemption Agreement, dated April 19, 1996, with Gary L. West, Mary E. West and Troy L. Eaden restricting the transfer of his West Insurance stock and providing for the option by the Wests and Mr. Eaden to acquire his West Insurance stock in the event of his death, disability or termination of employment with West Insurance or at any other time they desire. This Stock Redemption Agreement has been assigned to the Company by the Wests and Mr. Eaden, effective upon the closing of this Offering pursuant to an Assignment and Assumption Agreement, dated as of November 12, 1996.

SALE OF ASSET

Inbound Corp. sold its 12.5% undivided interest in an aircraft to Troy L. Eaden, a director and the Company's Chief Executive Officer, pursuant to a Bill of Sale and Assignment dated October 30, 1996, for $642,208. This price was determined by Michael A. Micek, Chief Financial Officer of the Company, and represents the value of the asset as it was carried on the financial statements of the Company. Inbound Corp. purchased the interest for $755,000 from Executive Jet Sales, Inc. pursuant to a Purchase Agreement, dated March 14, 1996.

WESTS' NOTE

In 1995, Interactive Corp. repaid a note in the amount of $975,000 to two of its stockholders, Gary L. West and Mary E. West.

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PRINCIPAL STOCKHOLDERS

The following table sets forth as of September 30, 1996, certain information regarding beneficial ownership of Common Stock adjusted pro forma to give effect to the Reorganization by (i) each stockholder known by the Company to be a beneficial owner of more than five percent of the Common Stock, (ii) each of the Company's directors and Named Executive Officers, and (iii) the directors and executive officers as a group. Except as otherwise specified, each person in the table has sole voting and investment power as to the shares owned. The address of each person is the Company's principal executive office, 9910 Maple Street, Omaha, Nebraska 68134.

	BENEFICIAL OWNERSHIP AFTER REORGANIZATION BUT PRIOR TO OFFERING(1)		BENEFICIAL OWNERSHIP AFTER OFFERING	
NAME OF BENEFICIAL OWNER	SHARES	PERCENTAGE	SHARES	PERCENTAGE
Gary L. West(2).....	45,451,263(1)	80.1%	45,451,263(1)	72.8%
Mary E. West(2).....	45,451,263(1)	80.1	45,451,263(1)	72.8
Troy L. Eaden.....	8,516,250	15.0	8,516,250(3)	13.6
Thomas B. Barker.....	--	*	--	*
Michael A. Micek.....	--	*	--	*
Lee Waters.....	--	*	--	*
Wayne Harper.....	--	*	--	*
All directors and executive officers as a group (11 persons).....	54,959,533(1)	96.8	54,959,533(1)	88.0

* Less than 1%

(1) Under the rules of the Securities and Exchange Commission, shares are deemed to be "beneficially owned" by a person if such person directly or indirectly has or shares (i) the power to vote or dispose of such shares whether or not such person has any pecuniary interest in such shares, or

(ii) the right to acquire the power to vote or dispose of such shares within 60 days, including any right to acquire through the exercise of any option, warrant or right.

(2) Shares of Common Stock held by Gary L. West and Mary E. West are held in joint tenancy with right of survivorship. Voting power of these shares is shared between them.

(3) Includes 1,516,250 shares of Common Stock held by the Eaden Family Limited Partnership (the "Eaden Partnership"), of which Mr. Eaden is a general partner. Such shares were transferred by Mr. Eaden to the Eaden Partnership following consummation of the Reorganization and prior to the closing of this Offering.

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DESCRIPTION OF CAPITAL STOCK

GENERAL

The authorized capital stock of the Company consists of 200,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock. As of November 11, 1996, there were 1,000 shares of Common Stock outstanding held of record by two persons and no shares of Preferred Stock outstanding. Upon consummation of the Reorganization, there will be 56,775,000 shares of Common Stock outstanding held of record by eight persons and no shares of Preferred Stock outstanding. Upon the closing of this Offering, there will be 62,475,000 shares of Common Stock outstanding and no shares of Preferred Stock outstanding.

COMMON STOCK

Holders of Common Stock are entitled to one vote per share in all matters to be voted on by the stockholders and do not have cumulative voting rights. Subject to preferences that may be applicable to any Preferred Stock outstanding at the time, holders of Common Stock are entitled to receive ratably such dividends, if any, as may be declared from time to time by the Board of Directors out of funds legally available therefor. See "Dividend Policy." In the event of a liquidation, dissolution or winding up of the Company, holders of Common Stock are entitled to share ratably in all assets remaining after payment of the Company's liabilities and the liquidation preference, if any, of any outstanding Preferred Stock. All of the outstanding shares of Common Stock are, and the shares offered by the Company in this Offering will be, when issued and paid for, fully paid and non-assessable. Holders of Common Stock have no preemptive, subscription, redemption or conversion rights. The rights, preferences and privileges of holders of Common Stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of Preferred Stock which the Company may designate and issue in the future.

PREFERRED STOCK

Effective upon the closing of this Offering, the Board of Directors will have the authority, without any further vote or action by the stockholders, to provide for the issuance of up to 10,000,000 shares of Preferred Stock from time to time in one or more series with such designations, rights, preferences and limitations as the Board of Directors may determine, including the consideration received therefor. The Board also has the authority to determine the number of shares comprising each series, dividend rates, redemption provisions, liquidation preferences, sinking fund provisions, conversion rights and voting rights without approval by the holders of Common Stock. Although it is not possible to state the effect that any issuance of Preferred Stock might have on the rights of holders of Common Stock, the issuance of Preferred Stock may have one or more of the following effects: (i) to restrict Common Stock dividends if Preferred Stock dividends have not been paid, (ii) to dilute the voting power and equity interest of holders of Common Stock to the extent that any Preferred Stock series has voting rights or is convertible into Common Stock or (iii) to prevent current holders of Common Stock from participating in the distribution of the Company's assets upon liquidation until any liquidation preferences granted to holders of Preferred Stock are satisfied. In addition, the issuance of Preferred Stock may, under certain circumstances, have the effect of discouraging a change in control of the Company by, for example, granting voting rights to holders of Preferred Stock that require approval by the separate vote of the holders of Preferred Stock for any amendment to the Restated Certificate or any reorganization, consolidation, merger or other similar transaction involving the Company. As a result, the issuance of such Preferred Stock may discourage bids for the Common Stock at a premium over the market price therefor, and could have a materially adverse effect on the market value of the Common Stock. The Board of Directors does not presently intend to issue any shares of Preferred Stock. See "Risk Factors--Certain Anti-Takeover Considerations."

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REGISTRATION RIGHTS

The Company, Gary L. West, Mary E. West, Troy L. Eaden and each of the former stockholders of the West Affiliates will enter into the Registration Rights Agreement as of the closing of the Reorganization, which, among other things, will provide that upon the request of Gary L. West, Mary E. West or Troy L. Eaden, the Company will register under the Securities Act any of the shares of Common Stock currently held by or acquired in the future by the foregoing. Gary L. West and Mary E. West, collectively, and Troy L. Eaden, individually, each will have the right to request four Demand Registrations. Each of the foregoing and each of the seven other former stockholders of the West Affiliates will have the right, which may be exercised at any time and from time to time in the future, to include the shares of Common Stock held by him or her in certain other registrations of Common Stock initiated by the Company on its own behalf or on behalf of its stockholders. Following consummation of the Reorganization and this Offering, Gary L. West and Mary E. West will beneficially own in the aggregate approximately 45,451,263 shares of Common Stock, Troy L. Eaden will beneficially own approximately 8,516,250 shares of Common Stock, and the seven other former stockholders of the West Affiliates will beneficially own in the aggregate approximately 2,807,487 shares of Common Stock. Each of their rights under the Registration Rights Agreement is transferable. In addition, each of the foregoing has agreed to pay his or her pro rata share of certain costs and expenses in connection with each registration of its shares of Common Stock.

LIMITATIONS ON DIRECTORS' LIABILITY

The Company's Restated Certificate of Incorporation (the "Restated Certificate") and By-laws, which will go into effect upon the closing of this Offering, limit the liability of directors to the maximum extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for breach of their fiduciary duties as directors, including gross negligence, except liability for (i) breach of the directors' duty of loyalty, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) the unlawful payment of a dividend or unlawful stock purchase or redemption and (iv) any transaction from which the director derives an improper personal benefit. This provision of the Company's Restated Certificate has no effect on the availability of equitable remedies such as injunction or rescission.

These provisions will not limit liability under state or federal securities laws. The Company believes that these provisions will assist the Company in attracting and retaining qualified individuals to serve as directors.

RESTATED CERTIFICATE AND BY-LAW PROVISIONS AFFECTING CHANGE IN CONTROL

The Restated Certificate and By-laws include certain provisions which are intended to enhance the likelihood of continuity and stability in the composition of the Board of Directors and which may have the effect of delaying, deterring or preventing a future takeover or change in control of the Company unless such takeover or change in control is approved by the Board of Directors. Such provisions may also render the removal of the directors and management more difficult. The Restated Certificate provides that the Board of Directors of the Company be divided into three classes serving staggered three-year terms. The Restated By-laws include restrictions on who may call a special meeting of stockholders and contain an advance notice procedure with regard to the nomination, other than by or at the direction of the Board of Directors, of candidates for election as directors and with regard to certain matters to be brought before an annual meeting of stockholders of the Company.

SECTION 203 OF THE DELAWARE GENERAL CORPORATION LAW

The Company is subject to the provisions of Section 203 of the Delaware General Corporation Law ("Section 203"). Under Section 203, certain "business combinations" between a Delaware corporation whose stock is publicly traded or held of record by more than 2,000 stockholders and an

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"interested stockholder" are prohibited for a three-year period following the date that such a stockholder became an interested stockholder, unless (i) the corporation has elected in its original certificate of incorporation not to be governed by Section 203 (the Company did not make such an election), (ii) the transaction in which the stockholder became an interested stockholder or the business combination was approved by the Board of Directors of the corporation before the other party to the business combination became an interested stockholder, (iii) upon consummation of the transaction that made it an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the commencement of the transaction (excluding voting stock owned by directors who are also officers or held in employee benefit plans in which the employees do not have a confidential right to tender or vote stock held by the plan) or (iv) the business combination was approved by the Board of Directors of the corporation and ratified by two-thirds of the voting stock which the interested stockholder did not own. The term "business combination" is defined generally to include mergers or consolidations between a Delaware corporation and an "interested stockholder," transactions with an "interested stockholder" involving the assets or stock of the corporation or its majority-owned subsidiaries and transactions which increase an "interested stockholder's" percentage ownership of stock. The term "interested stockholder" is defined generally as a stockholder who, together with affiliates and associates, owns (or, within three years prior, did own) 15% or more of a Delaware corporation's voting stock. Section 203 could prohibit or delay a merger, takeover or other change in control of the Company and therefore could discourage attempts to acquire the Company.

TRANSFER AGENT AND REGISTRAR

The Transfer Agent and Registrar of the Company's Common Stock is First Chicago Trust Company of New York.

SHARES ELIGIBLE FOR FUTURE SALE

Upon the closing of the Offering, the Company will have outstanding 62,475,000 shares of Common Stock, assuming no exercise of the Underwriters' over-allotment option. In addition, the Company will have reserved additional shares of Common Stock for issuance pursuant to the 1996 Stock Incentive Plan. Of such outstanding shares, the shares sold in connection with the Offering will be freely tradeable in the United States without restriction under the Securities Act, except that shares purchased by an "affiliate" of the Company, within the meaning of the rules and regulations adopted under the Securities Act, may be subject to resale restrictions. The remaining outstanding shares are "restricted securities," as that term is defined under such rules and regulations, and may not be sold unless they are registered under the Securities Act or they are sold in accordance with Rule 144 under the Securities Act or some other exemption from such registration requirement.

The Company and certain of its executive officers and directors have agreed that, for a period of 180 days after the date of this Prospectus (the "lock-up period"), they will not dispose of any shares of Common Stock or securities convertible or exchangeable into or exercisable for any shares of Common Stock without the prior written consent of Goldman, Sachs & Co., except under limited circumstances. Upon expiration of the lock-up period, 53,967,513 shares of Common Stock will become eligible for sale in the public market, subject to the provisions of Rule 144 under the Securities Act. Such shares, however, will not become eligible for sale in the public market under Rule 144 as currently in effect and interpreted by the staff of the Commission until , 1998.

In general, under Rule 144, subject to certain conditions with respect to the manner of sale, the availability of current public information concerning the Company and other matters, each of the existing stockholders who has beneficially owned shares of Common Stock for at least two years will be entitled to sell within any three-month period that number of such shares which does not exceed the greater of one percent of the total number of then outstanding shares of Common Stock or the

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average weekly trading volume of shares of Common Stock during the four calendar weeks preceding the date on which notice of the proposed sale is sent to the Commission. Moreover, each of the existing stockholders who is not deemed to be an affiliate of the Company at the time of the proposed sale and who has beneficially owned his or her shares of Common Stock for at least three years will be entitled to sell such shares under Rule 144 without regard to such volume limitations.

The Company intends to file a registration statement under the Securities Act to register approximately 3,634,900 shares of Common Stock reserved for issuance under the 1996 Stock Incentive Plan, and 5,864,600 shares of Common Stock to be reserved for future issuance under the 1996 Stock Incentive Plan, thus permitting the resale of shares issued under the 1996 Stock Incentive Plan by non-affiliates in the public market without restriction under the Securities Act, subject to vesting and, in certain cases, subject to the lock- up period. Such registration statement is expected to become effective immediately upon filing. In addition, the Company has granted certain registration rights to, among others, Gary L. West, Mary E. West and Troy L. Eaden. See "Management Executive Compensation--1996 Stock Incentive Plan", "Certain Transactions--Registration Rights" and "Description of Capital Stock--Registration Rights."

Prior to this Offering, there has been no public market for the Common Stock. No assurance can be given that such a market will develop or, if it develops, will be sustained after the Offering or that the purchasers of the shares of Common Stock will be able to resell such shares of Common Stock at a price higher than the initial public offering price or otherwise. If such a market develops, no prediction can be made as to the effect, if any, that future sales of shares of Common Stock, or the availability of shares of Common Stock for future sale, to the public will have on the market price of the Common Stock prevailing from time to time. Sales of substantial amounts of presently outstanding or subsequently issued Common Stock, or the perception that such sales could occur, could adversely affect prevailing market prices for the Common Stock and could impair the Company's ability to raise capital in the future through an offering of its additional shares of Common Stock that may be offered for sale or sold to the public in the future.

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, the Company has agreed to sell to each of the Underwriters named below, and each of such Underwriters, for whom Goldman, Sachs & Co., Salomon Brothers Inc and Smith Barney Inc. are acting as representatives, has severally agreed to purchase from the Company the number of shares of Common Stock set forth opposite its name below:

UNDERWRITER	NUMBER OF SHARES
Goldman, Sachs & Co.	
Salomon Brothers Inc.	
Smith Barney Inc.	
Total	5,700,000

Under the terms and conditions of the underwriting agreement, the Underwriters are committed to take and pay for all of the shares offered hereby, if any are taken.

The Underwriters propose to offer the shares of Common Stock in part directly to the public at the initial public offering price set forth on the cover page of this Prospectus, and in part to certain

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securities dealers at such price less a concession of $ per share. The Underwriters may allow, and such dealers may reallow, a concession not in excess of $ per share to certain brokers and dealers. After the shares of Common Stock are released for sale to the public, the offering price and other selling terms may from time to time be varied by the representatives.

The Company has granted the Underwriters an option exercisable for 30 days after the date of this Prospectus to purchase up to an aggregate 855,000 additional shares of Common Stock solely to cover over-allotments, if any. If the Underwriters exercise their over-allotment option, the underwriters have severally agreed, subject to certain conditions, to purchase approximately the same percentage thereof that the number of shares to be purchased by each of them, as shown in the foregoing table, bears to the shares of Common Stock offered.

The Company and Gary L. West and Mary E. West have agreed that, during the period beginning from the date of this Prospectus and continuing to and including the date 180 days after the date of this Prospectus, they will not offer, sell, contract to sell or otherwise dispose of any securities of the Company (other than pursuant to employee stock option plans existing, or on the conversion or exchange of convertible or exchangeable securities outstanding, on the date of this Prospectus) which are substantially similar to the share of Common Stock or which are convertible or exchangeable into securities which are substantially similar to the shares of Common Stock, without the prior written consent of the representatives.

The representatives of the Underwriters have informed the Company that they do not expect sales to accounts over which the Underwriters exercise discretionary authority to exceed five percent of the total number of shares of Common Stock offered by them.

Prior to this Offering, there has been no public market for the Shares. The initial public offering price will be negotiated among the Company and the representatives. Among the factors to be considered in determining the initial public offering price of the Common Stock, in addition to prevailing market conditions, will be the Company's historical performance, estimates of the business potential and earnings prospects of the Company, an assessment of the Company's management and the consideration of the above factors in relation to market valuation of companies in related businesses.

The Common Stock has been approved for quotation on the Nasdaq National Market under the symbol "WTSC".

The Company and Gary L. West and Mary E. West have agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

LEGAL MATTERS

The validity of the Common Stock offered hereby will be passed upon for the Company by Willkie Farr & Gallagher, New York, New York. Certain legal matters relating to the offering will be passed upon for the Underwriters by Kirkland & Ellis, Chicago, Illinois.

EXPERTS

The financial statements as of September 30, 1996, December 31, 1995 and 1994, for the nine months ended September 30, 1996 and for each of the three years in the period ended December 31, 1995 included in this Prospectus and the related financial statement schedules included elsewhere in the Registration Statement have been audited by Deloitte & Touche LLP, independent auditors, as stated in their reports appearing herein and elsewhere in the registration statement, and have been so included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

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ADDITIONAL INFORMATION

The Company has filed with the Commission under the Securities Act a Registration Statement with respect to the Common Stock offered hereby. This Prospectus, which is part of the Registration Statement, does not contain all of the information set forth in the Registration Statement in accordance with the rules and regulations of the Commission. For further information with respect to the Company and the Common Stock, reference is hereby made to the Registration Statement and such exhibits and schedules filed as a part thereof, which may be inspected, without charge, at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's Regional Offices in New York (7 World Trade Center, New York, New York 10007) and Chicago (Suite 1400, Northwestern Atrium Center, 500 West Madison Street, Chicago, Illinois 60611). Copies of such material can be obtained from the public reference of the Commission at prescribed rates by writing to 450 Fifth Street, N.W., Washington, D.C. 20549. The Registration Statement may also be accessed electronically on the Commission's World Wide Web site (http://www.sec.gov). Copies of the Registration Statement may also be inspected at the offices of Nasdaq Operations, 1735 K Street, N.W., Washington, D.C. 20006.

The Company intends to distribute to its stockholders annual reports containing audited financial statements and quarterly reports containing unaudited interim financial information for the first three quarters of each fiscal year of the Company.

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INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders West TeleServices Corporation and Subsidiaries Omaha, Nebraska

We have audited the accompanying consolidated balance sheets of West TeleServices Corporation and Subsidiaries as of December 31, 1994 and 1995 and September 30, 1996 and the related consolidated statements of operations, stockholders' equity and cash flows for each of the three years in the period ended December 31, 1995 and the related statements of operations, stockholders' equity and cash flows for the nine months ended September 30, 1996. These financial statements are the responsibility of the Companies' management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of West TeleServices Corporation and Subsidiaries as of December 31, 1994 and 1995 and September 30, 1996, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1995 and the nine months ended September 30, 1996, in conformity with generally accepted accounting principles.

DELOITTE & TOUCHE LLP

Omaha, Nebraska

November 5,1996, (November , 1996 as to Note J)

****

The accompanying consolidated financial statements retroactively reflect the formation of West TeleServices Corporation and its combination with five interrelated predecessor businesses previously under common control and management, which is to be effected prior to the effective date of this Registration Statement. The above opinion is in the form which will be signed by Deloitte & Touche LLP upon consummation of such combination, which is described in Note J of Notes to Consolidated Financial Statements, and assuming that, from November 5, 1996 to the date of the combination, no other events shall have occurred that would effect the accompanying consolidated financial statements and notes thereto.

/s/ Deloitte & Touche LLP

DELOITTE & TOUCHE LLP

Omaha, Nebraska
November 10, 1996

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WEST TELESERVICES CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(AMOUNTS IN THOUSANDS)

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	DECEMBER 31, 1994	DECEMBER 31, 1995	SEPTEMBER 30, 1996 HISTORICAL	SEPTEMBER 30, 1996 PRO FORMA
(UNAUDITED)				
ASSETS (NOTES B AND C)				
CURRENT ASSETS:				
Cash and cash equivalents (Note J)	$13,971	$ 21,861	$ 13,080	$ 11,080
Accounts receivable, net of allowance for doubtful accounts of $1,509, $1,557, $1,670 and $1,670	25,368	35,955	41,764	41,764
Notes receivable	1,328	522	729	729
Accounts receivable--financing (Note B)	13,595	13,980	14,569	14,569
Vendor receivables	648	1,107	5,033	5,033
Other	1,462	1,972	2,385	2,385
Total current assets	56,372	75,397	77,560	75,560
PROPERTY AND EQUIPMENT (Note D):				
Land and land improvements	724	1,148	1,099	1,099
Building	2,856	7,257	7,600	7,600
Telephone and computer equipment	33,122	43,722	56,807	56,807
Office furniture and equipment	9,142	12,882	18,864	18,864
Leasehold improvements	5,294	7,171	15,361	15,361
Construction in process	--	2,843	1,282	1,282
	51,138	75,023	101,013	101,013
Accumulated depreciation and amortization	(20,318)	(29,134)	(38,304)	(38,304)
	30,820	45,889	62,709	62,709
LAND HELD FOR DEVELOPMENT	1,583	1,583	1,583	1,583
OTHER ASSETS	105	583	516	516
	$88,880	$123,452	$142,368	$140,368
LIABILITIES AND STOCKHOLDERS' EQUITY				
CURRENT LIABILITIES:				
Notes payable--bank (Note C)	$ 6,840	$ 6,500	$ 6,000	$ 6,000
Notes payable--financing (Note B)	10,884	13,456	13,431	13,431
Accounts payable	12,088	21,511	22,170	22,170
Customer deposits and holdbacks	4,566	5,340	12,087	12,087
Accrued wages and benefits	3,495	4,649	3,632	3,632
Accrued phone expense	5,419	7,192	8,062	8,062
Other current liabilities	2,111	2,799	3,207	3,207
Current maturities of long-term debt (Note C)	1,743	2,208	2,422	2,422
Current obligations under capital leases (Note D)	3,818	5,192	7,389	7,389
Total current liabilities	50,964	68,847	78,400	78,400
OBLIGATIONS UNDER CAPITAL LEASES, less current obligations (Note D)	3,124	6,151	9,213	9,213
LONG-TERM DEBT, less current maturities (Note C)	5,224	8,236	8,958	8,958
NOTES PAYABLE TO STOCKHOLDERS (Notes E and J)	975	--	--	43,879
DEFERRED INCOME TAXES (Note J)	--	--	--	2,075
COMMITMENTS AND CONTINGENCIES (Notes D, E, F, G, H and J)				
STOCKHOLDERS' EQUITY (N				
Preferred stock, $.01				
10,000 shares authorized, no shares issued and outstanding	--	--	--	--
Common stock, $.01 par value,				

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See notes to consolidated financial statements.

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WEST TELESERVICES CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(AMOUNTS IN THOUSANDS EXCEPT PER SHARE)

	YEARS ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1993	1994	1995	1995	1996
				(UNAUDITED)	
REVENUE	$142,508	$186,512	$256,894	$187,332	$235,188
COST OF SERVICES	77,785	102,707	146,531	106,481	134,048
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	45,041	51,904	70,575	49,887	63,071
LITIGATION SETTLEMENT (Note G)	4,400	--	--	--	--
NET OPERATING INCOME	15,282	31,901	39,788	30,964	38,069
OTHER INCOME (EXPENSE):					
Interest income	212	144	142	102	273
Interest income--financing, net of interest expense of $884, $1,223, $1,784, $1,356 and $954	86	234	449	318	450
Interest expense	(1,511)	(1,606)	(2,403)	(1,806)	(1,906)
Other income (expense)	193	33	(1,238)	(855)	(906)
Net other expense	(1,020)	(1,195)	(3,050)	(2,241)	(2,089)
NET INCOME AND NET INCOME BEFORE PRO FORMA TAX PROVISION	$ 14,262	$ 30,706	$ 36,738	$ 28,723	$ 35,980
PRO FORMA INFORMATION (Note J) (unaudited):					
Income tax provision	$ 5,234	$ 10,900	$ 13,130	$ 10,404	$ 12,740
Net income	$ 9,028	$ 19,806	$ 23,608	$ 18,319	$ 23,240
Net income per share			$ .39	$ .31	$ .39
Weighted average shares outstanding			59,834	59,834	59,834

See notes to consolidated financial statements.

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WEST TELESERVICES CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

YEARS ENDED DECEMBER 31, 1993, 1994 AND 1995 AND THE NINE MONTHS ENDED
SEPTEMBER 30, 1996
(AMOUNTS IN THOUSANDS)

	COMMON STOCK	PAID-IN CAPITAL	RETAINED EARNINGS	TOTAL STOCKHOLDERS' EQUITY
BALANCE, January 1, 1993	$30	$5,261	$ 4,756	$ 10,047
Distributions to stockholders	--	--	(10,459)	(10,459)
Net income and net income before pro forma tax provision	--	--	14,262	14,262
BALANCE, December 31, 1993	30	5,261	8,559	13,850
Stock issuance	20	--	--	20
Distributions to stockholders	--	--	(15,983)	(15,983)
Net income and net income before pro forma tax provision	--	--	30,706	30,706
BALANCE, December 31, 1994	50	5,261	23,282	28,593
Distributions to stockholders	--	--	(25,113)	(25,113)
Net income and net income before pro forma tax provision	--	--	36,738	36,738
BALANCE, December 31, 1995	50	5,261	34,907	40,218
Distributions to stockholders	--	--	(30,401)	(30,401)
Net income and net income before pro forma tax provision	--	--	35,980	35,980
BALANCE, September 30, 1996	$50	$5,261	$ 40,486	$ 45,797

See notes to consolidated financial statements.

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WEST TELESERVICES CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 1993, 1994 AND 1995 AND
NINE MONTHS ENDED SEPTEMBER 30, 1995 AND 1996
(AMOUNTS IN THOUSANDS)

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	YEARS ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1993	1994	1995	1995	1996
				(UNAUDITED)	
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income	$ 14,262	$30,706	$ 36,738	$ 28,723	$35,980
Adjustments to reconcile net income to net cash flows from operating activities:					
Depreciation and amortization	5,868	7,086	10,127	7,352	9,387
(Gain) loss on sale of equipment	--	(1)	148	19	(151)
Changes in operating assets and liabilities:					
Accounts receivable	(1,035)	(9,553)	(10,954)	(6,326)	(5,870)
Other assets and vendor receivables	338	(518)	(1,540)	(1,352)	(4,272)
Accounts payable	1,560	4,848	9,423	(5,346)	659
Other current liabilities and accrued expenses	3,835	848	3,615	2,899	261
Net cash flows from operating activities	24,828	33,416	47,557	25,969	35,994
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of property and equipment	(7,353)	(7,655)	(16,824)	(11,361)	(16,721)
Proceeds from disposal of property and equipment	3	2	1,165	490	640
Issuance of notes receivable	(541)	(985)	--	--	(1,150)
Proceeds from payments of notes receivable	1,638	760	1,173	817	1,004
Net cash flows from investing activities	(6,253)	(7,878)	(14,486)	(10,054)	(16,227)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from issuance of debt	3,900	2,733	7,123	5,896	10,321
Payments of debt	(3,180)	(1,895)	(3,644)	(1,921)	(9,384)
Payments of capital lease obligations	(4,028)	(4,176)	(5,193)	(3,932)	(4,717)
Payments of note to stockholder	(405)	(313)	(975)	(975)	--
Net change in accounts receivable financing and line of credit agreements	300	(472)	1,847	2,127	(1,114)
Distributions to stockholders	(10,459)	(15,983)	(25,113)	(23,112)	(30,401)
Advances from AT&T	(1,461)	--	--	--	--
Proceeds from issuance of stock	--	20	--	--	--
Increase (decrease) in customer deposits and holdbacks	4,412	(529)	774	518	6,747
Net cash flows from					

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See notes to consolidated financial statements.

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WEST TELESERVICES CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 1993, 1994 AND 1995 AND

NINE MONTHS ENDED SEPTEMBER 30, 1995 (UNAUDITED) AND 1996

(DOLLARS IN THOUSANDS)

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BUSINESS DESCRIPTION--West TeleServices Corporation and subsidiaries (the "Companies") are teleservices companies which provide a full range of customized telecommunications services to business clients through its call centers throughout the United States. West Telemarketing Corporation (WTC), located in Omaha, Nebraska and San Antonio, Texas, provides inbound teleservices to national, multi-media advertisers. West Interactive Corporation (WIC), located in Omaha, Nebraska, provides inbound recorded message services to national multi-media advertisers. West Telemarketing Corporation Outbound (WTCO), located in San Antonio, Texas, provides outbound sales marketing services to national multi-media advertisers. West Interactive Canada, Inc. (WICI) has administrative offices located in Omaha, Nebraska and equipment located in Calgary, Alberta, Canada provides inbound recorded message services to North American multi-media advertisers. Interactive Billing Services, Inc. (IBS) is located in Omaha, Nebraska, provides billing and financing services to telecommunication providers and users.

BASIS OF CONSOLIDATION--The consolidated financial statements include the accounts of West TeleServices Corporation and its wholly owned subsidiaries, WTC, WIC, WTCO, WICI, IBS and other insignificant subsidiaries whose operations are interrelated, as if the reorganization referred to in Note J has occurred. All material affiliated party transactions and balances have been eliminated in the consolidated financial statements.

REVENUE RECOGNITION--WTC recognizes revenues at the time calls are answered by a telemarketing representative based on the number of calls received and processed on behalf of clients. WIC and WICI recognize revenue at the time calls are received or sent by automated voice response units and is billed based on call duration. WTCO recognizes revenue on an hourly rate basis at the time the telemarketing representatives place calls to consumers on behalf of its clients.

CASH AND CASH EQUIVALENTS--For purposes of the statement of cash flows, the Companies consider short-term investments with maturities of three months or less at acquisition to be cash equivalents.

FINANCIAL INSTRUMENTS--Cash and cash equivalents, accounts receivable and accounts payable are short-term in nature and the net values at which they are recorded are considered to be reasonable estimates of their fair values. The carrying values of notes payable are deemed to be reasonable estimates of their fair values. Interest rates that are currently available to the Companies for the reissuance of debt with similar terms and remaining maturities are used to estimate fair values of the notes payable.

PROPERTY AND EQUIPMENT--Property and equipment are recorded at cost. Depreciation expense is based on the estimated useful lives of the assets and is calculated on accelerated and straight-line methods. The Companies' buildings have estimated useful lives of 31.5 years and the majority of the other assets have estimated useful lives of five years.

INTANGIBLES--Included in other assets are the costs of billing agreements with various telephone companies. Amortization expense is calculated on the straight line method over the five year estimated useful lives of the contracts.

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CUSTOMER DEPOSITS AND HOLDBACKS--WIC obtains directly from the billing and collection agent revenue generated from its customers' programs. WIC retains a specified amount of the revenue and remits the remainder to its customers. The retained amount is based upon the collection history of the customer's program success and is necessary to allow for potential caller adjustments which may be filed within one year of the actual phone calls.

WTC and WIC obtain security deposits from certain customers, which are refunded to the customers when WTC and WIC discontinue servicing the customers' programs.

COST OF SERVICES--Cost of services includes labor, telephone and other expense directly related to teleservices activities.

INCOME TAXES--The Companies have elected to be treated as "Small Business Corporations" for income tax purposes. Under this election, all income and expense flow through to the stockholders on a pro rata basis for income tax purposes. Accordingly, no provision for income taxes has been made, except for certain state taxes which are applicable to "Small Business Corporations."

In connection with an initial public offering (See Note J), the Companies intend to terminate their Small Business Corporation status and would become a C corporation and therefore, subject to Federal and state income taxes.

The pro forma tax provisions were calculated using the asset and liability approach for financial accounting and reporting of income taxes.

USE OF ESTIMATES--The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NEW ACCOUNTING PRONOUNCEMENT--The Financial Accounting Standards Board has issued Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation. The Companies are required to adopt this standard for the year ending December 31, 1996. The Companies have elected to adopt the disclosure requirement of this pronouncement. The adoption of this pronouncement will have no impact on the Companies' financial position or results of operations.

INTERIM FINANCIAL STATEMENTS--In the opinion of management of the Companies, the accompanying unaudited consolidated financial statements contain all adjustments (consisting only of normal recurring accruals) necessary to present fairly the financial position as of September 30, 1995 and the results of operations and cash flows for the nine months ended September 30, 1995. The results of operations for the nine months ended September 30, 1995 and 1996 are not necessarily indicative of the results to be expected for the full year.

B. ACCOUNTS RECEIVABLE FINANCING PROGRAM

WIC maintains a line of credit with four participating banks in the amount of $30,000, outstanding amounts payable totaled $10,884, $13,456 and $13,431 at December 31, 1994 and 1995 and September 30, 1996, respectively, bearing interest at .5% below the prime rate (actual rate 7.75% at September 30, 1996) to fund customer advances for itself and IBS. Substantially all assets of WIC are pledged as collateral on the line of credit which expires June 30, 1997. WIC and IBS have advance s to customers through their accounts receivable financing programs aggregating $13,595, $13,980 and

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$14,569 at December 31, 1994 and 1995 and September 30, 1996, respectively. Under terms of the programs, advances are collateralized by the customer's accounts receivable from unrelated national billing services. WIC and IBS charge interest at the prime rate plus 3.0% (11.25% at September 30, 1996).

C. LONG-TERM DEBT AND CREDIT ARRANGEMENTS

WTC has revolving lines of credit aggregating $4,500 at two banks which expire in July, 1997. The note requires interest at .5% below prime (actual rate 7.75% at September 30, 1996). WTCO had revolving lines of credit aggregating $8,000 at two banks which expire in June, 1997 and bear interest at .25% below the prime rate (actual rate 8.0% at September 30, 1996). At September 30, 1996, outstanding borrowings under these lines of credit totaled $6,000.

Long-term debt consists of the following:

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	DECEMBER 31,		SEPTEMBER 30,	
	1994	1995	1995	1996
			(UNAUDITED)	
Note payable to bank (modified on February 1, 1996), due in monthly installments of $50 including interest with final balloon payment on February 1, 2001. The note accrues interest at 7.5%.....	$2,298	$ 5,110	$ 5,160	$ 4,953
Note payable to bank, (modified on June 28, 1996), due in monthly installments of $79 including interest, payable until maturity in June, 1999. The note bears interest at the prime rate (8.25% at September 30, 1996).....	1,274	1,648	1,801	2,305
Note payable to bank (modified on June 11, 1996), due in monthly installments of $54 including interest at the prime rate (8.25% at September 30, 1996) maturing June 11, 1999.....	1,195	1,278	1,401	1,566
Note payable to bank, due in monthly installments of $63 including interest, payable until maturity in June, 1999. The note bears interest at the prime rate (8.25% at September 30, 1996).....	--	--	--	1,844
Mortgage note payable to bank, due in monthly installments of $25 including interest at the prime rate (8.25% at September 30, 1996), maturing April 25, 1999.....	1,085	883	936	712
Notes payable to bank, paid in 1996.....	1,115	1,525	1,645	--
	6,967	10,444	10,943	11,380
Less current maturities.....	1,743	2,208	2,159	2,422
	$5,224	$ 8,236	$ 8,784	$ 8,958

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Future principal payments at September 30, 1996 are as follows:

Remaining 1996	$ 577
1997	2,470
1998	2,684
1999	1,495
2000	288
2001 and thereafter	3,866
	$11,380

Substantially all assets of the Companies are pledged as collateral on their debt. The agreements contain restrictive covenants which, among other things, require the maintenance of certain ratios and minimum tangible net worth, as defined in the agreements.

D. LEASES

The Companies lease certain land, buildings and equipment under operating and capital leases which expire at varying dates through September, 2006. The Companies' rent expense was $1,599, $1,360, $1,807, $1,320 and $2,007 for the years ended December 31, 1993, 1994 and 1995, and the nine months ended September 30, 1995 and 1996, respectively. On all real estate leases, the Companies pay real estate taxes, insurance and maintenance associated with the leased sites. Certain of the leases offer extension options ranging from month to month to two five-year options. All of the capital leases call for transfer of ownership or contain bargain purchase options at the end of the lease term. Amortization of assets purchased through capital lease agreements is included in depreciation expense. The following information applies to those leases exclusive of related party leases as discussed in Note E:

	DECEMBER 31,		SEPTEMBER 30,
	1994	1995	1996
Assets under capital leases consist of:			
Telephone and computer equipment	$11,442	$15,278	$19,008
Office furniture and equipment	1,584	1,874	3,346
Total cost	13,026	17,152	22,354
Accumulated depreciation	3,113	4,099	4,175
Net book value	$ 9,913	$13,053	$18,179

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Future minimum payments under non-cancellable operating and capital leases with initial or remaining terms of one year or more and minimum future lease payments and present value of the net minimum lease payments are as follows:

YEAR ENDING DECEMBER 31,	OPERATING LEASES	CAPITAL LEASES
Remaining 1996	$ 634	$ 2,200
1997	2,222	8,290
1998	1,853	5,766
1999	1,538	2,121
2000	1,335	--
2001 and thereafter	3,717	--
Total minimum obligations	$11,299	18,377
Less interest at 4.6% to 9.9%		1,775
Present value of net minimum lease payments		16,602
Less current portion		7,389
		$ 9,213

E. RELATED PARTY TRANSACTIONS

WTC leases office space owned by a partnership whose partners are majority stockholders of WTC. The lease expires August 31, 2004, and is accounted for as an operating lease. Required lease payments are as follows:

YEAR ENDING DECEMBER 31,	
Remaining 1996	$179
1997	730
1998	773
1999	820
2000	869

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Lease expense was $522, $562, $649, $481 and $512 for the years ended December 31, 1993, 1994 and 1995 and the nine months ended September 30, 1995 and 1996, respectively.

At December 31, 1993, WIC was indebted to the majority stockholder for $235. The note was paid in 1994. At December 31, 1993 and 1994, WIC was indebted to the majority stockholder for $975. The note was paid in 1995. Total interest expense associated with the notes was $95, $76 and $59 for the years ended December 31, 1993 and 1994 and the nine months ended September 30, 1995, respectively.

At December 31, 1993, WTCO was indebted to stockholders for $78. The notes were paid in 1994. Total interest expense associated with the notes was $5 and $3 for the years ended December 31, 1993 and 1994, respectively.

F. EMPLOYEE BENEFIT PLAN

The Companies have a 401(k) plan which covers substantially all of their employees. Under the plan, the Companies will match employee contributions up to 7% of their gross salary. The Companies

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matching contributions are 100% vested after the employee has attained five years of service. Total contributions under the plan were $289, $406, $564, $411 and $355 for the years ended December 31, 1993, 1994 and 1995, and the nine months ended September 30, 1995 and 1996, respectively.

G. LITIGATION SETTLEMENT

In December, 1993, WIC settled a patent infringement suit with a competitor. Under the settlement WIC paid $4,400 to the competitor to terminate the dispute. WIC is also required to pay a fee for use of the technology through 2008 of an annual minimum of $250, up to an aggregate minimum of $3,000 and a maximum annual limit of $1,000. When aggregate use fees of $3,000 have been incurred, future years are not subject to minimum or maximum annual limitations. During the years ended December 31, 1994 and 1995 and the nine months ended September 30, 1995 and 1996, WIC incurred use fees of $339, $560, $385 and $764, respectively, related to this agreement.

H. COMMITMENTS AND CONTINGENCIES

The Companies are defendants in a number of lawsuits and claims for various amounts, which arise out of the normal course of business. WIC is a defendant in a case brought in the United States District Court for the Southern District of Georgia, Augusta Division, on September 12, 1991, captioned Lamar Andrews Individually and as Representative of a Class of All Other Persons Similarly Situated, Plaintiff v. American Telephone & Telegraph Company, et al., Defendants, No. CV 191-175. The District Court certified a master class of all persons who paid for one or more 900 number calls pertaining to programs offering sweepstakes, games of chance, awards, cash or other prizes, gifts or information on unclaimed funds. These calls were billed and collected by AT&T Corp. ("AT&T") and U.S. Sprint Communications Company Limited Partnership ("Sprint"). The District Court also certified a sub-class of those persons who paid, in the State of Georgia, for one or more such calls billed and collected by AT&T or Sprint. The complaint alleges that the programs at issue involved, among other things, acts of unlawful gambling, mail fraud or wire fraud in violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), the Communications Act of 1934, the federal common law of communications and other state and federal laws. WIC provided interactive voice processing and billing services to a customer which conducted some of the programs at issue in the litigation. The billing services were provided through AT&T. The action seeks recovery of treble damages (which amount has not been specified), punitive damages, costs and attorneys' fees. The Company's potential liability and expenses in this matter are not covered by insurance. On September 19, 1996, the United States Court of Appeals for the Eleventh Circuit reversed the District Court's order certifying the classes on the ground that the class action would be unmanageable. Subsequent to this decision, the Appellees have filed with the Eleventh Circuit a Petition for Rehearing and Suggestion for Rehearing En Banc. In the opinion of management and the Companies' legal counsel, the Companies are unable to form an opinion as to the likelihood of an unfavorable outcome or an estimate of the amount or range of any potential loss related to this case. The Companies believe that the decision by the United States Court of Appeals is a favorable development and intend to vigorously contest the claims made in this case.

I. SIGNIFICANT CUSTOMERS

The Companies have 20 major customers who accounted for approximately 66% of total revenues for the nine months ended September 30, 1996. The Companies had one customer who accounted for approximately 13% to 17% of revenues for the periods presented. The Companies had another customer account for approximately 11% of revenues for the year ended December 31, 1993.

J. SUBSEQUENT EVENTS

DIVIDENDS--On October 31, 1996, the Companies declared dividends aggregating $45,879, of which $2,000 was paid in cash and $43,879 was funded through notes payable to shareholders.

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PROPOSED PUBLIC OFFERING OF COMMON STOCK AND STOCK EXCHANGE (UNAUDITED)-- Prior to the closing of the proposed public offering, each of the stockholders of WTC, WTCO and WIC will exchange their respective capital stock for 56,775,000 shares of common stock of West TeleServices Corporation (the "Company") and each of the stockholders of IBS and WICI will transfer their respective capital stock to WIC for nominal consideration. West TeleServices Corporation will be the parent company for WTC, WTCO and WIC and indirectly for IBS and WIC. The transaction will be accounted for like a pooling. Under the proposed offerings, approximately 5,700,000 shares of common stock will be registered for sale to the public.

PRO FORMA INFORMATION (UNAUDITED)--The pro forma consolidated balance sheet of the Companies as of September 30, 1996 reflects (1) the net deferred income tax liability which will be recorded by the Companies as a result of the termination of their S Corporation status prior to the closing date of the Companies initial public offering ("Offering") contemplated by the Company (estimated at $2,075 as of September 30, 1996) and (2) a distribution payable to the stockholders of three of the Companies of such Companies' retained earnings and additional paid-in capital ($45,879 as of September 30, 1996). The deferred income tax liability will represent the tax effect of the cumulative differences between the financial reporting and income tax bases of certain assets and liabilities as of the termination of S Corporation status, and will be recorded as additional income tax expense in the quarter in which the Offering is completed. The actual deferred income tax liability recorded will be adjusted to reflect the effect of operations of the Companies for the period from October 1, 1996 through the termination of their S Corporation status. The actual amount distributed will also be adjusted to reflect the taxable income during that period, and any distributions made to the stockholders during that time period. The Companies' pro forma net deferred income tax liability as of September 30, 1996 is comprised principally of depreciation.

PRO FORMA STATEMENTS OF OPERATIONS (UNAUDITED)--Prior to the closing of the Offering and simultaneous to the Reorganization, the Companies will terminate their status as S Corporations and will be subject to federal and state income taxes thereafter. Accordingly, for informational purposes, the accompanying consolidated statements of operations for the three years ended December 31, 1995 and the nine months ended September 30, 1995 and 1996 include unaudited pro forma adjustment for the income taxes which would have been recorded if the Companies had not been S Corporations, based on the tax laws in effect during the respective periods.

PRO FORMA NET INCOME PER SHARE (UNAUDITED)--Pro forma net income per share was calculated by dividing pro forma net income by the weighted average number of shares of common stock outstanding for the respective periods. Pro forma net income per share amounts were calculated using 59,834 shares, the number of shares of Common Stock outstanding after giving effect to the Reorganization plus those shares necessary to be issued in the Offering to fund payment of notes payable to existing stockholders equal to $43.88 million and cash dividends of $2.0 million.

1996 STOCK INCENTIVE PLAN (UNAUDITED)--During September, 1996, the Company and its stockholders adopted the 1996 Stock Incentive Plan. The Plan authorizes the issuance of up to 9,499,500 shares of common stock to officers and employees.

As of September 24, 1996, the Company granted options for 3,634,000 shares in connection with the Offering at an exercise price equal to the initial public offering price. These options were granted at fair value and vest over ten years.

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PREFERRED STOCK--The Board of Directors of West TeleServices Corporation has the authority, without any further vote or action by the stockholders, to provide for the issuance of up to ten million shares of preferred stock from time to time in one or more series with such designations, rights, preferences and limitations as the Board of Directors may determine, including the consideration received therefor. The Board also has the authority to determine the number of shares comprising each series, dividend rates, redemption provisions, liquidation preferences, sinking fund provisions, conversion rights and voting rights without approval by the holders of common stock.

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NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRE- SENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES OR AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

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THROUGH AND INCLUDING , 1996 (THE 25TH DAY AFTER THE DATE OF THIS PRO- SPECTUS), ALL DEALERS EFFECTING TRANSACTIONS IN THE COMMON STOCK, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPEC- TUS. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

5,700,000 SHARES

WEST TELESERVICES CORPORATION

COMMON STOCK
(PAR VALUE $0.01 PER SHARE)

[LOGO OF WEST APPEARS HERE]

GOLDMAN, SACHS & CO.

SALOMON BROTHERS INC

SMITH BARNEY INC.

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REPRESENTATIVES OF THE UNDERWRITERS

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PART II.

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following represents the Registrant's estimate of expenses in connection with the issuance and distribution of the securities being registered hereunder. Except for the SEC registration fee, the NASD filing fee, and the Nasdaq National Market listing fee, all amounts are estimates.

	AMOUNT
Securities and Exchange Commission registration fee.....	$38,787
National Association of Securities Dealers, Inc. filing fee.....	13,300
Nasdaq National Market listing fees.....	49,000
Transfer agent and registrar fees and expenses.....	*
Legal fees and expenses.....	*
Accounting fees and expenses.....	*
Printing and engraving expenses.....	*
Blue Sky fees and expenses (including counsel fees).....	*
Miscellaneous.....	*
Total.....	$ *

* To be completed by amendment

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the Delaware General Corporation Law (the "DGCL") empowers a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation) by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. A corporation may indemnify such person against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A corporation may, in advance of the final disposition of any civil, criminal, administrative or investigative action, suit or proceeding, pay the expenses (including attorneys' fees) incurred by any officer or director in defending such action, provided that the director or officer undertakes to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation.

A Delaware corporation may indemnify officers and directors in an action by or in the right of the corporation to procure a judgment in its favor under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses (including attorneys' fees) which he actually and reasonably incurred in connection therewith. The indemnification provided is not deemed to be exclusive of any other rights to which an officer or director may be entitled under any corporation's by-laws, agreements, vote or otherwise.

The Registrant's Restated Certificate of Incorporation provides that the Registrant, to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended shall indemnify a

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director or officer of the Registrant or a person who is or was serving at the request of the Registrant as director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, who was or is made (or threatened to be made) a party to a civil, criminal, administrative or investigative proceeding (an "indemnified person"). The Restated Certificate of Incorporation also provides that expenses incurred by an indemnified person may be paid in advance by the Registrant, subject to any limitations or requirements imposed by the DGCL and the Registrant's Restated By-laws.

The Restated Certificate of Incorporation provides that a director of the Company will not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under
Section 174 of the Delaware General Corporation Law, which concerns unlawful payments of dividends, stock purchases or redemptions or (iv) for any transaction from which the director derived an improper personal benefit.

While the Restated Certificate of Incorporation provides directors with protection from awards for monetary damages for breaches of their duty of care, it does not eliminate such duty. Accordingly, the Restated Certificate of Incorporation will have no effect on the availability of equitable remedies such as an injunction or rescission based on a director's breach of his or her duty of care. The provisions of the Restated Certificate of Incorporation described above apply to an officer of the Company only if he or she is a director of the Company and is acting in his or her capacity as director, and do not apply to officers of the Company who are not directors.

Reference is made to the Underwriting Agreement (Exhibit 1) which provides for indemnification of the Company, its directors, officers and controlling persons.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

On February 22, 1994, the Company sold 850 shares of Common Stock to Gary L. West and Mary E. West, as joint tenants with right of survivorship, for $850 and sold 150 shares of Common Stock to Troy L. Eaden for $150. The Company entered into an Agreement and Plan of Reorganization, dated as of November , 1996, with all of the stockholders of each of the West Affiliates. Pursuant to this agreement, the stockholders received in the aggregate 56,775,000 shares of Common Stock in exchange for all of their respective holdings of capital stock in each of the West Affiliates. All of the foregoing were effected in reliance upon Section 4(2) of the Securities Act of 1933.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) EXHIBITS

```
 1.01 Form of Underwriting Agreement*
 3.01 Restated Certificate of Incorporation of the Company*
 3.02 Restated By-laws of the Company*
 4.01 Form of Common Stock Certificate*
 5.01 Form of Opinion regarding legality*
10.01 Form of Registration Rights Agreement
10.02 Bill of Sale & Assignment, dated October 30, 1996, from West
       Telemarketing Corporation to Troy L. Eaden
10.03 Purchase Agreement, dated March 14, 1996, between West
Telemarketing
       Corporation and Executive Jet Sales, Inc.


10.04 1996 Stock Incentive Plan
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10.05 Agreement and Plan of Reorganization*
10.06 Employment Agreement with Thomas B. Barker
10.07 Employment Agreement with Michael A. Micek
10.08 Employment Agreement with Troy L. Eaden
10.09 Employment Agreement with Lee Waters
10.10 Employment Agreement with Wayne Harper
10.11 Stock Redemption Agreement, dated April 9, 1996, by and among John W. Erwin, Gary L. West, Mary E. West and Troy L. Eaden
10.12 Assignment and Assumption Agreement, dated as of November 12, 1996, by and among Gary L. West, Mary E. West, Troy L. Eaden and the Company*
10.13 Personnel Company Subscription Service Agreement, dated as of November 12, 1996, between West Telemarketing Insurance Agency, Inc. and West Telemarketing Corporation Outbound*
10.14 Lease, dated September 1, 1994, by and between West Telemarketing Corporation and 99-Maple Partnership
21.01 Subsidiaries of the Company*
23.01 Consent of Willkie Farr & Gallagher (included in Exhibit 5.01)
23.02 Consent of Deloitte & Touche LLP
24.01 Power of Attorney (included on Page II-5)
27.01 Financial Data Schedule

* To be filed by amendment

(b) FINANCIAL STATEMENT SCHEDULES

The following financial statement schedule, not included in the Prospectus, is included as part of the Registration Statement immediately following the signature page:

Schedule II Valuation and Qualifying Accounts

All other schedules either are inapplicable or not required or the information is included in the consolidated financial statements and therefore have been omitted.

ITEM 17. UNDERTAKINGS

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The Registrant hereby undertakes that:

(a) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of a registration statement in reliance upon Rule

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430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(b) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The Registrant shall provide to the Underwriters, at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

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SIGNATURES

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THE REGISTRANT HAS DULY CAUSED THIS AMENDMENT TO THE REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE CITY OF OMAHA, STATE OF NEBRASKA, ON NOVEMBER 12, 1996.

West TeleServices Corporation

By: /s/ Troy L. Eaden

TROY L. EADEN
CHIEF EXECUTIVE OFFICER

POWER OF ATTORNEY

We, the undersigned officers and directors of West TeleServices Corporation, hereby severally and individually constitute and appoint Troy L. Eaden, Thomas B. Barker and Michael A. Micek, and each of them, the true and lawful attorneys and agents of each of us to execute in the name, place and stead of each of us (individually and in any capacity stated below) any and all pre- or post-effective amendments to this Registration Statement on Form S-1, any subsequent Registration Statement for the same offering which may be filed under Rule 462(b) under the Securities Act of 1933 and any and all pre- or post-effective amendments thereto, and all instruments necessary or advisable in connection therewith and to file the same with the Securities and Exchange Commission, each of said attorneys and agents to have power to act with or without the other and to have full power and authority to do and perform in the name and on behalf of each of the undersigned every act whatsoever necessary or advisable to be done in the premises as fully and to all intents and purposes as any of the undersigned might or could do in person, and we hereby ratify and confirm our signatures as they may be signed by our said attorneys and agents and each of them to any and all such amendment and amendments.

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS AMENDMENT TO THE REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATES INDICATED.

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SIGNATURE	TITLE	DATE
/s/ Gary L. West GARY L. WEST	Chairman of the Board of Directors	November 12, 1996
/s/ Mary E. West MARY E. WEST	Vice Chair of the Board of Directors	November 12, 1996
/s/ Troy L. Eaden TROY L. EADEN	Director and Chief Executive Officer (Principal Executive Officer)	November 12, 1996
/s/ Thomas B. Barker THOMAS B. BARKER	Director, President and Chief Operating Officer	November 12, 1996
/s/ Michael A. Micek MICHAEL A. MICEK	Chief Financial Officer (Principal Financial and Accounting Officer)	November 12, 1996

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INDEPENDENT AUDITORS' REPORT

The Stockholders and Board of Directors

West TeleServices Corporation and Subsidiaries

We have audited the consolidated financial statements of West TeleServices Corporation and Subsidiaries as of December 31, 1995 and 1994, and for each of the three years in the period ended December 31, 1995, and have issued our report thereon included in this Registration Statement. Our audits also included the financial statement schedule of West TeleServices Corporation and Subsidiaries, listed in Item 16(b). This financial statement schedule is the responsibility of the Companies' management. Our responsibility is to express an opinion based on our audits. In our opinion, such financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

DELOITTE & TOUCHE LLP

Omaha, Nebraska

November 5, 1996, November as to Note J to the Consolidated Financial Statements

* * * * * *

The accompanying consolidated financial statements and financial statement schedule retroactively reflect the formation of West TeleServices Corporation and its combination with five interrelated predecessor businesses previously under common control and management, which is to be effected prior to the effective date of this Registration Statement. The above opinion is in the form which will be signed by Deloitte & Touche LLP upon consummation of such combination, which is described in Note J of Notes to Consolidated Financial Statements, and assuming that, from November 5, 1996 to the date of the combination, no other events shall have occurred that would effect the accompanying consolidated financial statements and notes thereto.

/s/ Deloitte & Touche LLP

DELOITTE & TOUCHE LLP

Omaha, Nebraska

November 10, 1996

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SCHEDULE II

WEST TELESERVICES CORPORATION AND SUBSIDIARIES

CONSOLIDATED VALUATION ACCOUNTS

THREE YEARS ENDED DECEMBER 31, 1995

(AMOUNTS IN THOUSANDS)

DESCRIPTION	BALANCE, BEGINNING OF YEAR	ADDITIONS-CHARGED TO COST AND EXPENSES	DEDUCTIONS-ACCOUNTS CHARGED-OFF	BALANCE, END OF YEAR
December 31, 1995--Allowance for doubtful accounts.....	$1,509	$2,361	$2,313	$1,557
December 31, 1994--Allowance for doubtful accounts.....	$2,156	$1,636	$2,283	$1,509
December 31, 1993--Allowance for doubtful accounts.....	$1,108	$3,522	$2,474	$2,156

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INDEX TO EXHIBITS

SEQUENTIAL EXHIBIT NUMBER	EXHIBIT DOCUMENT DESCRIPTION	PAGE NUMBER
1.01	Form of Underwriting Agreement*	
3.01	Restated Certificate of Incorporation of the Company*	
3.02	Restated By-laws of the Company*	
4.01	Form of Common Stock Certificate*	
5.01	Form of Opinion regarding legality*	
10.01	Form of Registration Rights Agreement	
10.02	Bill of Sale & Assignment, dated October 30, 1996, from West Telemarketing Corp. to Troy L. Eaden	
10.03	Purchase Agreement, dated March 14, 1996, between West Telemarketing Corporation and Executive Jet Sales, Inc.	
10.04	1996 Stock Incentive Plan	
10.05	Agreement and Plan of Reorganization*	
10.06	Employment Agreement with Thomas B. Barker	
10.07	Employment Agreement with Michael A. Micek	
10.08	Employment Agreement with Troy L. Eaden	
10.09	Employment Agreement with Lee Waters	
10.10	Employment Agreement with Wayne Harper	
10.11	Stock Redemption Agreement, dated April 9, 1996, by and among John W. Erwin, Gary L. West, Mary E. West and Troy L. Eaden	
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10.13	Personnel Company Subscription Service Agreement, dated as of November 12, 1996, between West Telemarketing Insurance Agency, Inc. and West Telemarketing Corporation Outbound*	
10.14	Lease, dated September 1, 1994, by and between West Telemarketing Corporation and 99-Maple Partnership	
21.01	Subsidiaries of the Company*	
23.01	Consent of Willkie Farr & Gallagher (included in Exhibit 5.01)	
23.02	Consent of Deloitte & Touche LLP	
24.01	Power of Attorney (included on page II-5)	
27.01	Financial Data Schedule	

* To be filed by amendment

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REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of the ____ day of _____, 1996, among West TeleServices Corporation, a Delaware corporation (the "Company") and the undersigned stockholders of the Company (collectively, the "Stockholders").

In consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties agree as follows:

ARTICLE 1. CERTAIN DEFINITIONS; RULES OF CONSTRUCTION.

1.1 CERTAIN DEFINITIONS. Unless otherwise defined herein or the context otherwise requires, the terms defined in this Section 1.1 shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

(a) "Business Day" means any day on which the New York Stock Exchange is open for trading.

(b) "Closing Date" means the date of this Agreement.

(c) "Common Stock" means the common stock, par value $0.01 per share, of the Company, and any securities of the Company or any successor which may be issued on or after the date hereof in respect of, or in exchange for, shares of common stock pursuant to merger, consolidation, stock split, stock dividend, recapitalization of the Company or otherwise.

(d) "Eligible Securities" means any shares of Common Stock held by any of the Stockholders or any direct or indirect transferee of a Stockholder. As to any proposed offer or sale of Eligible Securities, such securities shall cease to be Eligible Securities with respect to such proposed offer or sale when (a) a registration statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement or (b) all of such securities are permitted to be distributed concurrently pursuant to Rule 144 (or any successor provision to such Rule) under the Securities Act or are otherwise freely transferable to the public without registration pursuant to Section 4(1) of the Securities Act. In the event the Company prepares a registration statement pursuant to Article 3 or 4 hereof which becomes effective, and the Holder fails to dispose of Eligible Securities pursuant to said registration statement, the Eligible Securities shall remain Eligible Securities but the Holder shall be responsible for assuming the Holder's pro rata share of the Registration Expenses in connection with such registration.

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(e) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the relevant time.

(f) "Fair Value" means, in the case the Eligible Securities which have previously been Publicly Traded for a period of at least twelve (12) months, the Market Value thereof (if such value, as so defined, can be determined) or, in the case the Eligible Securities which have not been Publicly Traded for at least such period, the fair value per share, on a fully distributed basis, as determined by an independent investment banking firm experienced in the valuation of securities selected in good faith by the Board of Directors of the Company, or if no such investment banking firm is, as determined in good faith by the Board of Directors, available to make such determination, in good faith by the Board of Directors.

(g) "Holder" means any Person that is the owner of record of Eligible Securities.

(h) "Market Value" means the average of the high and low reported sales price regular way of a share of Eligible Securities on such Trading Day or, in the case no such reported sale takes place on such Trading Day, the average of the reported closing bid and asked prices regular way of a share of Eligible Securities on such Trading Day, in either case as reported on the New York Stock Exchange Composite Tape or, if the shares of Eligible Securities are not listed or admitted to trading on such Exchange on such Trading Day, on the principal national securities exchange in the United States on which the shares of Eligible Securities are listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange on such Trading Day, on the Nasdaq National Market System or, if the shares of Eligible Securities are not listed or admitted to trading on any national securities exchange or quoted on such National Market System on such Trading Day, the average of the closing bid and asked prices of a share of Eligible Securities in the over-the-counter market on such Trading Day as furnished by any New York Stock Exchange member firm selected from time to time by the Company or, if such closing bid and asked prices are not made available by any such New York Stock Exchange member firm on such Trading Day, the Fair Value of a share of Eligible Securities.

(i) "Party" means any party to this Agreement.

(j) "Person" means an individual, a partnership (general or limited), corporation, joint venture, business trust, cooperative, association or other form of business organization, whether or not regarded as a legal entity under applicable law, a trust (inter vivos or testamentary), an estate of a deceased, insane or incompetent person, a quasi-governmental entity, a government or any agency, authority, political subdivision or other instrumentality thereof, or any other entity.

(k) "Publicly Traded" means any security (i) which is listed for trading on any national securities exchange or quoted in the Nasdaq National Market System (or any comparable interdealer quotation system then in effect) and (ii) the issuer of which is

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required to file periodic reports to the SEC pursuant to Sections 13 or 15(d) of the Exchange Act.

(l) "Registration Expenses" means all expenses incident to the Company's performance of or compliance with the registration requirements set forth in this Agreement including, without limitation, the following:
(i) the fees, disbursements and expenses of the Company's counsel(s) and accountants in connection with the registration of Eligible Securities to be disposed of under the Securities Act and the fees, disbursements and expenses of one counsel for all the Holders of Eligible Securities in an amount not to exceed $15,000; (ii) all expenses in connection with the preparation, printing and filing of the registration statement, any preliminary prospectus or final prospectus, any other offering document and amendments and supplements thereto and the mailing and delivering of copies thereof to the underwriters and dealers; (iii) the cost of printing or producing any agreement(s) among underwriters, underwriting agreements(s) and blue sky or legal investment memoranda, any selling agreements and any other documents in connection with the offering, sale or delivery of Eligible Securities to be disposed of; (iv) all expenses in connection with the qualification of Eligible Securities to be disposed of for offering and sale under state securities laws, including the fees and disbursements of counsel for the underwriters in connection with such qualifications and in connection with any blue sky and legal investment surveys; (v) the filing fees incident to securing any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of Eligible Securities to be disposed of; and (vi) the fees and expenses incurred in connection with the listing of Eligible Securities on each securities exchange on which securities of the same class are then listed; provided, however, that Registration Expenses with respect to any registration pursuant to this Agreement shall not include (A) underwriting discounts or commissions attributable to Eligible Securities, (B) transfer taxes applicable to Eligible Securities or (C) SEC filing fees with respect to shares of Common Stock to be sold by the Holder thereof.

(m) "Registration Statement" means a registration statement (other than under Form S-8) filed, or proposed to be filed, with the SEC under the Securities Act covering shares of capital stock or other securities of the Company.

(n) "SEC" means the Securities and Exchange Commission.

(o) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the relevant time.

(p) "Significant Stockholders" means, collectively, Gary L. West, Mary E. West and Troy L. Eaden, and their respective heirs, transferees (direct or indirect) and assigns.

(q) "Trading Day" means each Business Day other than any day on which the Eligible Securities are not traded on any national securities exchange or quoted in the Nasdaq National Market System or in the over-the-counter market.

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1.2 RULES OF CONSTRUCTION. The following rules of construction apply to the provisions of this Agreement unless the context otherwise requires.

(a) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(b) Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to (i) all rules and regulations promulgated thereunder and (ii) such statute or law as amended, modified or supplemented from time to time (including any successor statute or law).

(c) The words "include," "including," and "includes" shall be deemed to be followed by the words "without limitation."

(d) Any reference herein to a "Section," "Article," or "clause" shall mean the applicable section, article, or clause of this Agreement.

(e) Words such as "herein," "hereinafter," "hereof," "hereto," "hereby," and "hereunder," when used with reference to this Agreement refer to this Agreement as a whole.

(f) The article, section and subsection headings, if any, used herein are inserted for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(g) As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural, shall be deemed to include the others.

(h) The use of a verb in the present tense includes the future tense.

(i) The word "or" is not exclusive.

ARTICLE 2. EFFECTIVENESS.

The registration rights pursuant to Articles 3 and 4 hereof shall become effective on the Closing Date and shall terminate when there cease to be Eligible Securities.

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ARTICLE 3. DEMAND REGISTRATION.

3.1 NOTICE. At any time or from time to time following the Closing Date, upon written notice from any Significant Stockholder requesting that the Company effect the registration under the Securities Act of all or part of the Eligible Securities held by such Significant Stockholder, which notice shall specify the number of Eligible Securities intended to be registered and the intended method or methods of disposition of such Eligible Securities, the Company will use reasonable efforts to effect (at the earliest possible date) the registration, under the Securities Act, of such Eligible Securities for disposition in accordance with the intended method or methods of disposition stated in such request, provided that:

(a) the Company shall be obligated to register the Eligible Securities upon receipt of a registration request only if the Eligible Securities to be registered have a Fair Value at both the time of receipt of the request and the filing of the Registration Statement of at least Ten Million Dollars ($10,000,000);

(b) if, following receipt of a registration request pursuant to this Article 3 but prior to the filing of a registration statement or the effective date of a registration statement filed in respect of such request, (i) the Board of Directors of the Company, in its reasonable judgment and in good faith, resolves that (A) the filing of a registration statement or a sale of Eligible Securities pursuant thereto would materially interfere with any significant acquisition, corporate reorganization or other similar transactions involving the Company or (B) the filing of a registration statement or a sale of Eligible Securities pursuant thereto would require disclosure of material information that the Company has a bona fide material business purpose for preserving as confidential or (C) the Company is unable to comply with SEC requirements, and (ii) the Company gives the Significant Stockholder(s) having made such request written notice of such determination (which notice shall include a copy of such resolution), the Company shall, notwithstanding the provisions of this Article 3, be entitled to postpone for up to ninety (90) days the filing or effectiveness of any registration statement otherwise required to be prepared and filed by it pursuant to this Article 3; provided, however, that the Company shall not be entitled to postpone such filing or effectiveness if, within the preceding twelve (12) months, it has effected a postponement pursuant to this clause (b) and, following such postponement, the Eligible Securities to be sold pursuant to the postponed registration were not sold (for any reason);

(c) if the Company shall have previously effected a registration with respect to Eligible Securities pursuant to Article 4 hereof, the Company shall not be required to effect a registration pursuant to this Article 3 until a period of one hundred and eighty (180) days shall have elapsed from the effective date of the most recent registration under Article 4 hereof;

(d) the intended method or methods of disposition shall not include a "shelf registration" whereby shares of Common Stock are sold from time to time in multiple transactions; and,

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(e) the Company shall not be obligated to effect, or to take any action to effect, any registration under this Section 3.1 after it has initiated (i) an aggregate of four (4) registrations at the request of Gary L. West and Mary E. West and any of their assignees, and (ii) four (4) registrations at the request of Troy L. Eaden and his assignees under this
Section 3.1 (excluding any registrations not completed for any reason not attributable in whole or in part to any Significant Stockholder).

(f) the registration statement filed at to the request of holders of Eligible Securities pursuant to this Section 3.1 ("Initiating Holders") may, subject to Section 3.2 below, include other securities of the Company which are held by Persons who, by virtue of agreements with the Company, are entitled to include their securities in any such registration ("Other Stockholders").

3.2 UNDERWRITING. If the holders of Eligible Securities intend to distribute the Eligible Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Article 3.

If Other Stockholders request inclusion, the Initiating Holders shall offer to include the securities of such Other Stockholders in the underwriting and may condition such offer on their acceptance of the further applicable provisions of this Section 3.2. The Initiating Holders whose shares are to be included in such registration and the Company shall (together with all Other Stockholders proposing to distribute their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for such underwriting by the Initiating Holders and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 3.2, if the representative advises the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, the securities of the Company held by Other Stockholders shall be excluded from such registration to the extent so required by such limitation. If, after the exclusion of such shares, further reductions are still required, the number shall be reduced on a pro rata basis (based on the number of shares held by such Initiating Holder), by such minimum number of shares as is necessary to comply with such request. No Eligible Securities or any other securities excluded from the underwriting by reason of the underwriter's marketing limitation shall be included in such registration. If any Other Stockholder who has requested inclusion in such registration as provided above disapproves of the terms of the underwriting, such person may elect to withdraw therefrom by written notice to the Company, the underwriter and the Initiating Holders. The securities so withdrawn shall also be withdrawn from registration. If the underwriter has not limited the number of Eligible Securities or other securities to be underwritten, the Company and officers and directors of the Company may include its or their securities for its or their own account in such registration if the representative so agrees and if the number of Eligible Securities and other securities which would otherwise have been included in such registration and underwriting will not thereby be limited.

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3.3 REGISTRATION EXPENSES. With respect to the registrations requested pursuant to this Article 3, the Company shall pay all Registration Expenses. All underwriting discounts and commissions attributable to the sale of the Eligible Securities shall be borne by the Holders of the Eligible Securities so registered pro rata on the basis of the number of their shares so registered.

ARTICLE 4. PIGGYBACK REGISTRATION.

4.1 NOTICE AND REGISTRATION. If the Company proposes to register Eligible Securities or any other securities issued by it ("Other Securities") (whether proposed to be offered for sale by the Company or any other Person) on a form and in a manner which would permit registration of Eligible Securities or Other Securities for sale to the public under the Securities Act, it will give prompt written notice to all Holders of its intention to do so, including the identities of any Significant Stockholder exercising registration rights pursuant to Article 3 hereof. Upon the written request of any Holder delivered to the Company within fifteen (15) Business Days after the giving of any such notice (which request shall specify the number of Eligible Securities or Other Securities intended to be disposed of by such Holder and the intended method of disposition thereof) the Company will use reasonable efforts to effect the registration under the Securities Act of all Eligible Securities or Other Securities which the Company has been so requested to register by such Holder (the "Selling Stockholder"), provided that:

(a) if, at any time after giving such written notice of its intention to register any Eligible Securities or Other Securities and prior to the effective date of the registration statement filed in connection with such registration, the Company shall be unable to or shall determine for any reason not to register the Eligible Securities or Other Securities the Company may, at its election, give written notice of such determination to such Holder and thereupon the Company shall be relieved of its obligation to register such Eligible Securities or Other Securities (but not from its obligation to pay Registration Expenses to the extent incurred in connection therewith as provided in Section 4.2), without prejudice, however, to the rights (if any) of any Significant Stockholder immediately to request that such registration be effected as a registration under Article 3;

(b) If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise each of the Holders as a part of the written notice given pursuant to Section 4.1. In such event, the right of each of the Holders to registration pursuant to this Section 4.1(b) shall be conditioned upon such Holders' participation in such underwriting and the inclusion of such Holders' Eligible Securities or Other Securities in the underwriting to the extent provided herein. The Holders whose shares are to be included in such registration shall (together with the Company and the Other Stockholders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for underwriting by the Company. Notwithstanding any other provision of this Section 4.1(b), if the representative determines that marketing factors require a limitation on the number of shares to be underwritten, the representative may (subject to the allocation priority set forth below) limit the number of such securities to be

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included in the registration and underwriting to not less than twenty-five percent (25%) of the shares included therein (based on the number of shares). The Company shall so advise all holders of securities requesting registration, and the number of shares of securities that are entitled to be included in the registration and underwriting shall be allocated in the following manner: The securities of the Company held by officers, directors and Other Stockholders of the Company (other than Eligible Securities and other than securities held by holders who by contractual right demanded such registration ("Demanding Holders")) shall be excluded from such registration and underwriting to the extent required by such limitation, and, if a limitation on the number of shares is still required, the number of shares that may be included in the registration and underwriting by each of the Holders and Demanding Holders shall be reduced, on a pro rata basis (based on the number of shares held by such Holder), by such minimum number of shares as is necessary to comply with such limitation. If any of the Holders or any officer, director or Other Stockholder disapproves of the terms of any such underwriting, he may elect to withdraw therefrom by written notice to the Company and the underwriter. Any Eligible Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration.

(c) the Company shall not be required to effect any registration of Eligible Securities or Other Securities under this Article 4 incidental to the registration of any of its securities in connection with mergers, acquisitions, exchange offers, subscription offers, dividend reinvestment plans or stock options or other employee benefit plans; and

(d) the Company shall not be required to register any Eligible Securities or Other Securities if the intended method or methods of distribution for the Eligible Securities or Other Securities is from time to time in multiple transactions.

No registration of Eligible Securities or Other Securities effected under this Article 4 shall relieve the Company of its obligation (if any) to effect registrations of Eligible Securities pursuant to Article 3.

4.2 REGISTRATION EXPENSES. The Company (as between the Company and any Holder) shall be responsible for the payment of all Registration Expenses in connection with any registration pursuant to this Article 4.

ARTICLE 5. REGISTRATION PROCEDURES.

5.1 REGISTRATION AND QUALIFICATION. If and whenever the Company is required to use reasonable efforts to effect the registration of any Eligible Securities or Other Securities under the Securities Act as provided in Articles 3 and 4, the Company will as promptly as is practicable:

(a) prepare, file and use reasonable efforts to cause to become effective a registration statement under the Securities Act regarding the Eligible Securities or Other

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Securities to be offered, provided that such reasonable efforts obligation shall not require the Company to yield to an SEC accounting or other comment which it is discussing, resisting or otherwise addressing in good faith and which the Board of Directors of the Company determines that such discussing, resisting or addressing is materially in the best interests of the Company;

(b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Eligible Securities or other Securities until the earlier of such time as all of such Eligible Securities or Other Securities have been disposed of in accordance with the intended methods of disposition by the Holders set forth in such registration statement or the expiration of four (4) months after such Registration Statement becomes effective;

(c) furnish to all Holders and to any underwriter (which term for purposes of this Agreement shall include a person deemed to be an underwriter within the meaning of Section 2(11) of the Securities Act and any placement agent or sales agent) of such Eligible Securities or Other Securities one executed copy each and such number of conformed copies of such registration statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus), in conformity with the requirements of the Securities Act, such documents incorporated by reference in such registration statement or prospectus, and such other documents as any Holder or such underwriter may reasonably request;

(d) use reasonable efforts to register or qualify all Eligible Securities or Other Securities covered by such registration statement under securities laws of such jurisdictions as any Holder or any underwriter of such Eligible Securities shall reasonably request, and do any and all other acts and things which may be necessary or advisable to enable any Holder or any underwriter to consummate the disposition in such jurisdictions of the Eligible Securities or Other Securities covered by such registration statement, except the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it is not so qualified, or to subject itself to taxation in any such jurisdiction, or to consent to general service of process in any such jurisdiction;

(e) promptly notify the selling Holders of Eligible Securities or Other Securities and the managing underwriter or underwriters, if any, thereof and confirm such advice in writing, (i) when such registration statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to such registration statement or any post-effective amendment, when the same has become effective, (ii) of any comments by the SEC and by the securities commissioner or regulator of any state with respect thereto or any request by the SEC for amendments or supplements to such registration statement or prospectus or for additional information, (iii)

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of the issuance by the SEC of any stop order suspending the effectiveness of such registration statement or the initiation or threatening of any proceedings for that purpose, (iv) if at any time the representations and warranties of the Company contemplated by Section 5.1(h) or Section 5.2(b) hereof cease to be true and correct in all material respects, (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Eligible Securities or Other Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, or (vi) at any time when a prospectus is required to be delivered under the Securities Act, that such registration statement, prospectus, prospectus amendment or supplement or post-effective amendment, or any document incorporated by reference in any of the foregoing, contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(f) use its reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such registration statement or any post-effective amendment thereto at the earliest practicable date, provided that such reasonable efforts obligation shall not require the Company to yield to a material SEC accounting or other comment which it is discussing, resisting or otherwise addressing in good faith and which the Board of Directors of the Company determines that such discussing, resisting or addressing is materially in the best interests of the Company;

(g) use its reasonable efforts to obtain the consent or approval of each governmental agency or authority, whether federal, state or local, which may be required to effect such registration or the offering or sale in connection therewith or to enable the Holders to offer, or to consummate the disposition of, the Eligible Securities or Other Securities, provided that such reasonable efforts obligation shall not require the Company to yield to a material accounting or other comment issued by such governmental agency or authority which it is discussing, resisting or otherwise addressing in good faith and which the Board of Directors of the Company determines that such discussing, resisting or addressing is materially in the best interests of the Company;

(h) whether or not an agreement of the type referred to in Section 5.2 hereof is entered into and whether or not any portion of the offering contemplated by such registration statement is an underwritten offering or is made through a placement or sales agent or any other entity, (i) make such representations and warranties to the Holders and the underwriters, if any, thereof in form, substance and scope as are customarily made in connection with an offering of common stock or other equity securities pursuant to any appropriate agreement and/or to a registration statement filed on the form applicable to such registration; (ii) obtain opinions of counsel to the Company in customary form and covering such matters, of the type customarily covered by such opinions, as the underwriters, if any, and as the Holders may reasonably request; (iii) obtain a "cold comfort" letter or letters from the independent certified public accountants of the Company addressed to the Holders and the underwriters, if any, thereof, dated (A) the effective date of such registration statement and (B) the date of the closing under the underwriting agreement relating thereto, such letter

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or letters to be in customary form and covering such matters of the type customarily covered, from time to time, by letters of such type and such other financial matters as the managing underwriters, if any, and as the Holders may reasonably request; (iv) deliver such documents and certificates, including officers' certificates, as may be reasonably requested by the Holders and the placement or sales agent, if any, therefor and the managing underwriters, if any, thereof to evidence the accuracy of the representations and warranties made pursuant to clause (i) above and the compliance with or satisfaction of any agreements or conditions contained in the underwriting agreement or other agreement entered into by the Company; and (v) undertake such obligations relating to expense reimbursement, indemnification and contribution as are provided in Article 7 hereof; and,

(i) use its reasonable best efforts to list prior to the effective date of such registration statement, subject to notice of issuance, the Eligible Securities or Other Securities covered by such registration statement on any securities exchange on which securities of the same class are then listed or, if such class is not then so listed, to have the Eligible Securities or Other Securities accepted for quotation for trading on the Nasdaq National Market System (or a comparable interdealer quotation system then in effect).

The Company may require any Holder to furnish the Company such information regarding such Holder and the distribution of such securities as the Company may from time to time reasonably request in writing and as shall be required by law or by the SEC in connection with any registration.

5.2 UNDERWRITING. If requested by the underwriters for any underwritten offering of Eligible Securities or Other Securities pursuant to a registration requested hereunder, the Company will enter into an underwriting agreement with such underwriters for such offering. Such agreement shall contain such representations and warranties by the Company and such other terms and provisions as are then customarily contained in underwriting agreements with respect to secondary distributions, including, without limitation, indemnities and contribution and the provision of opinions of counsel and accountants' letters to the effect and to the extent provided in Section 5.1(h). The Holders on whose behalf Eligible Securities or Other Securities are to be distributed by such underwriters shall be parties to any such underwriting agreement. Such Agreement shall contain such representations and warranties by the Holders and such other terms and provisions as are then customarily contained in underwriting agreements with respect to secondary distributions, including, without limitation, indemnities and contribution to the effect and to the extent provided in Article 7. The representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such underwriters shall also be made to and for the benefit of such Holders of Eligible Securities or Other Securities.

5.3 BLACKOUT PERIODS.

(a) For purposes of this Section 5.3, the following terms shall have the following meanings:

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(i) "Transaction Blackout" means an occurrence where the Board of Directors of the Company, in its reasonable judgment and in good faith, resolves that such Holder's or Holders' sale of Eligible Securities pursuant to the registration statement would materially interfere with any significant acquisition, corporate reorganization or other similar transaction involving the Company.

(ii) "Information Blackout" means an occurrence where (i) the Company determines in good faith, based upon the advice of outside counsel to the Company, that such Holder's or Holders' sale of Eligible Securities pursuant to the registration statement would require disclosure of material information and the Company's Board of Directors, in its reasonable judgment and in good faith, resolves that the Company has a bona fide business purpose for preserving such information confidential or (ii) the Company determines, after taking into account the advice of outside counsel and/or independent accountants, that the Company is unable to comply with SEC requirements.

(b) At any time when a registration statement effected pursuant to Article 3 hereunder relating to Eligible Securities is effective, upon written notice from the Company to all Holders of either a Transaction Blackout or Information Blackout, then such Holder or Holders shall suspend sales of Eligible Securities pursuant to such registration statement until the earlier of:

(i) (A) in the case of a Transaction Blackout, the earliest of
(1) one month after the completion of such acquisition, corporate reorganization or other similar transaction, (2) promptly after abandonment of such acquisition, corporate reorganization or other similar transaction and (3) three (3) months after the date of the Company's written notice of such Transaction Blackout, or (B) in the case of an Information Blackout, the earlier of (1) the date upon which such material information is disclosed to the public or ceases to be material and (2) ninety (90) days after the Company makes such good faith determination, and

(ii) such time as the Company notifies such Holder or Holders that sales pursuant to such registration statement may be resumed.

(c) Notwithstanding anything to the contrary herein, the Company may not impose a Transaction Blackout within thirty (30) days after the initial effectiveness of any registration statement of equity securities prepared pursuant to a request hereunder.

5.4 WITHDRAWALS. Any Holder having notified or directed the Company to include any or all of such Holder's Eligible Securities or Other Securities in a registration statement pursuant to Article 3 or 4 hereof shall have the right to withdraw such notice or direction with respect to any or all of the Eligible Securities or Other Securities designated for registration thereby by giving written notice to such effect to the Company at least two business days prior to the anticipated effective date of such registration statement. Such withdrawing Holder is hereinafter referred to as

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a "Withdrawing Holder." In the event of any such withdrawal, the Company shall amend such registration statement and take such other actions as may be necessary so that such Eligible Securities or Other Securities are not included in the applicable registration and not sold pursuant thereto, and such Eligible Securities or Other Securities shall continue to be Eligible Securities or Other Securities accordance herewith. The Withdrawing Holder shall be responsible for assuming that Withdrawing Holder's pro rata share of the Company's expenses in connection with such registration. No withdrawal shall affect the obligations of the Company with respect to Eligible Securities or Other Securities not withdrawn, provided, however, that in the case of a registration pursuant to Article 3 hereof, if such withdrawal shall reduce the total number of the Eligible Securities to be registered so that the requirements set forth in
Section 3.1(a) are not satisfied, then the Company shall, prior to the filing of such registration statement or, if such registration statement (including any amendment thereto) has theretofore been filed, prior to the filing of any further amendment thereto, give each Holder of Eligible Securities to be registered notice of such fact and, within ten (10) business days following the giving of such notice, either the Company or the Holders of a majority of such Eligible Securities may, by written notice to each Holder of such Eligible Securities or to the Company, as the case may be, elect that such registration statement not be filed or, if it has theretofore been filed, that it be withdrawn.

ARTICLE 6. PREPARATION; REASONABLE INVESTIGATION.

In connection with the preparation and filing of each registration statement registering Eligible Securities or Other Securities under the Securities Act, the Company will give all Holders and the underwriters, if any, and their respective counsel and accountants, such reasonable and customary access to its books and records and such opportunities to discuss the business of the Company with its directors, officers, employees, counsel and the independent public accountants who have certified its financial statements as shall be necessary, in the opinion of any Holder and such underwriters or their respective counsel, to conduct a reasonable investigation within the meaning of the Securities Act.

ARTICLE 7. INDEMNIFICATION AND CONTRIBUTION.

7.1 INDEMNIFICATION AND CONTRIBUTION BY THE COMPANY. In the event of any registration of any Eligible Securities or Other Securities hereunder, the Company will enter into customary indemnification arrangements to indemnify and hold harmless all selling Holders, their directors and officers (if any), each Person who participates as an underwriter in the offering or sale of such securities, each officer and director of each underwriter, and each Person, if any, who controls such seller or any such underwriter within the meaning of the Securities Act against any losses, claims, damages, liabilities and expenses, joint or several, to which such Person may be subject under the Securities Act or otherwise insofar as such losses, claims, damages, liabilities or expenses (or actions or proceedings in respect thereof) arise out of or are based upon
((a) any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered under the Securities Act, any preliminary prospectus or final prospectus included therein, or any amendment or supplement thereto, or any document incorporated by reference therein, or (b) any omission or alleged omission to state therein a material

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fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will periodically reimburse each such Person for any legal or any other expenses reasonably incurred by such Person in connection with investigating or defending any such loss, claim, liability, action or proceeding; provided that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, any such preliminary prospectus or final prospectus, amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any selling Holder or such underwriter for use in the preparation thereof. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Holder or any such Person and shall survive the transfer of such securities by such selling Holder. The Company also shall agree to provide for contribution as shall be reasonably requested by such selling Holder or any underwriters in circumstances where such indemnity is held unenforceable.

7.2 INDEMNIFICATION AND CONTRIBUTION BY THE SELLING HOLDERS. All selling Holders, by virtue of exercising their registration rights hereunder, agree and undertake to enter into customary indemnification arrangements to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section
7.1) the Company, each director of the Company, each officer of the Company who shall sign such registration statement, each Person who participates as an underwriter in the offering or sale of such securities, each officer and director of each underwriter, each Person, if any, who controls the Company or any such underwriter within the meaning of the Securities Act, with respect to any statement in or omission from such registration statement, any preliminary prospectus or final prospectus included therein, or any amendment or supplement thereto, if such statement or omission was made in reliance upon and in conformity with written information concerning such Holder furnished by it to the Company. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any such director, officer or controlling Person and shall survive the transfer of the registered securities by any Holder. Holders also shall agree to provide for contribution as shall be reasonably requested by the Company or any underwriters where such indemnity is held unenforceable. The indemnification and contribution obligations of any Holder shall in every case be limited to the aggregate proceeds received (net of any underwriting fees and expenses and other transaction costs) by such Holder in such registration.

ARTICLE 8. TRANSFER OF REGISTRATION RIGHTS.

Any Holder may transfer the registration rights granted hereunder to any other Person (who shall be bound by all obligations of this Agreement).

ARTICLE 9. UNDERWRITTEN OFFERINGS.

If any of the Eligible Securities or Other Securities covered by any registration statement filed pursuant to Article 3 hereof, or pursuant to Article 4 hereof in connection with a secondary offering, are to be sold pursuant to an underwritten offering, the managing underwriter or underwriters thereof

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shall, in the case of any registration statement filed pursuant to Article 3 hereof, be designated after consultation with the Company by the Holder or Holders demanding registration, provided that such designated managing underwriter or underwriters is or are reasonably acceptable to the Company and, in the case of any registration statement pursuant to Article 4 hereof, by the Person originating the registration.

ARTICLE 10. RULE 144.

The Company covenants to and with each Holder of Eligible Securities or Other Securities that to the extent it shall be required to do so under the Exchange Act, the Company shall use its best efforts to timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including, but not limited to, the reports under Section 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144 adopted by the SEC under the Securities Act) and the rules and regulations adopted by the SEC thereunder, and shall use its best efforts to take such further action as any Holder may reasonably request, all to the extent required from time to time to enable the Holders to sell Eligible Securities or Other Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC. Upon the request of any Holder of Eligible Securities or Other Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of securities to the general public.

ARTICLE 11. MISCELLANEOUS.

11.1 SEVERABILITY. If any clause, provision or section of this Agreement shall be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of such clause, provision or section shall not affect the enforceability or validity of any of the remaining clauses, provisions or sections hereof to the extent permitted by applicable law.

11.2 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

11.3 CONSENT TO JURISDICTION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN OMAHA, NEBRASKA, OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURT.

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(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ANY RIGHTS THEY MAY HAVE IN ANY COURT, STATE OR FEDERAL, TO A TRIAL BY JURY IN ANY CASE OF ANY TYPE THAT RELATES TO OR ARISES OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

11.4 SPECIFIC PERFORMANCE. The Company acknowledges that it would be impossible to determine the amount of damages that would result from any breach by it of any of the provisions of this Agreement and that the remedy at law for any breach, or threatened breach, of any of such provisions would likely be inadequate and, accordingly, agrees that each Holder shall, in addition to any other rights or remedies which it may have, be entitled to seek such equitable and injunctive relief as may be available from any court of competent jurisdiction to compel specific performance of, or restrain the Company from violating any such provisions. In connection with any action or proceeding for injunctive relief, the Company hereby waives the claim or defense that a remedy at law alone is adequate and agrees, to the maximum extent permitted by law, to have each provision of this Agreement specifically enforced against it, without the necessity of posting bond or other security against it, and consents to the entry of injunctive relief against it enjoining or restraining any breach or threatened breach of this Agreement.

11.5 MODIFICATION AND AMENDMENT. This Agreement may not be changed, modified, discharged or amended, except by an instrument signed by all of the parties hereto.

11.6 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

11.7 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding among the parties and supersedes any prior understandings and/or written or oral agreements among them respecting the subject matter herein.

11.8 NOTICES. All notices, requests, demands, consents and other communications required or permitted to be given pursuant to this Agreement shall be in writing and delivered by hand, by overnight courier delivery service or by certified mail, return receipt requested, postage prepaid. Notices shall be deemed given when actually received, which shall be deemed to be not later than the next Business Day if sent by overnight courier or after five (5) Business Days if sent by mail.

11.9 SUCCESSORS TO COMPANY, ETC. This Agreement shall be binding upon, and inure to the benefit of, the Company's successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed as of the day and year first above written.

WEST TELESERVICES CORPORATION

By:_____

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Gary L. West	Mary E. West
Troy L. Eaden	Joseph L. Bradley
John Erwin	Maureen F. Gregory
Robert W. Hill	Melinda M. Joern
Thomas M. Streck	

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Bill of Sale & Assignment

KNOW ALL MEN BY THESE PRESENTS, that West Telemarketing Corporation, a Delaware corporation having its principal office and place of business at 9910 Maple Street, Omaha, Nebraska 68134, ("Seller") for and in consideration of Six Hundred and Forty Two Thousand, Two Hundred and Eight, and no/100 ($642,208.00) and other good and valuable consideration received from Troy L. Eaden ("Buyer"), acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey unto Buyer, its successors and assigns forever, its interest in equipment and contracts as described below.

A 12.5% undivided interest in the following aircraft, together with all engines, appurtenances, appliances, parts, instruments, accessions, furnishings and other equipment of whatever nature incorporated in or contained in or attached to the same:

Aircraft:	Cessna Citation V Ultra
Manufacturer's Serial No:	560-0352
FAA Registration No:	N 352 QS
Engines	Pratt & Whitney JT 15D-5D
Engine Serial #s	Left PCE 500193 Right PCE 500192

Except as specifically set forth in this Bill of Sale there are no warranties or representations of any kind or nature express or implied, concerning the equipment, its condition, its design, its operation, its fitness for a particular purpose, its airworthiness, its merchantability or with respect to patent infringement or the like. Seller shall, in no event, be liable to Buyer for any indirect, special or consequential damages caused, directly or indirectly, by the equipment or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof, or any repairs, servicing or adjustments hereto.

In Witness Whereof, Seller has caused this Bill of Sale to be executed and delivered this 30th day of October, 1996.

West Telemarketing Corporation, Seller

By: /s/ Gary West

Gary West
Chairman

Troy L. Eaden, Buyer

By: /s/ Troy L. Eaden

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NETJETS 0895
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CITATION V ULTRA
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") made and entered into between Executive Jet Sales, Inc. ("EJS" or "Seller"), a Delaware corporation having its principal office and place of business at 625 North Hamilton Rd., Columbus, Ohio 43219, and the individual or entity whose signature and address appears below ("Buyer").

WITNESSETH;

WHEREAS, Seller is in the business of purchasing and selling aircraft; and

WHEREAS, Seller owns the aircraft equipment, warranty rights and log books (the "Aircraft") listed and described on the Schedule attached hereto (the "Schedule"). The Aircraft will be sold in up to sixteen (16) undivided interests of at least six and one quarter percent (6.25%) each; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer an undivided interest in the Aircraft as set forth on the Schedule (the "Interest") subject to the rights of the owners of the remaining interests in the Aircraft as provided in the Operative Documents as herein defined (the "Additional Interest Owners").

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto, desiring legally to be bound, hereby agree as follows:

1. Purchase of Interest

1.1 Conveyance of Interest. Subject to the terms and conditions hereof, Seller shall, on the Closing Date (as hereinafter defined), transfer, convey, assign, set over, bargain, sell and deliver unto Buyer, and Buyer shall purchase from Seller, the Interest consisting of an undivided percentage interest as set forth in the Schedule in and to the Aircraft (and all aircraft logbooks and inspection, modification and overhaul records, if any, relating to the Aircraft, and, to the extent assignable, all rights of Seller to service and warranty rights with respect to the Aircraft), subject to the rights of the Additional Interest Owners as provided in the Operative Documents. Seller shall deliver to Buyer, on or prior to the Closing Date, a Bill of Sale in the form prescribed by the Federal Aviation Administration (the "FAA") for the Interest (the "Bill of Sale").

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1.2 Purchase Price. The total purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Interest shall be as set forth in the Schedule, payable as follows:

(a) The balance of the Purchase Price by wire transfer to Seller on the execution of the Operative Documents; and,

(b) In the event any sales, use, luxury or similar tax is assessed on Seller with respect to the purchase of the Interest, Buyer hereby covenants and agrees to pay an amount equal to the assessed tax, and any related penalties and interest, to Seller within ten (10) days of receiving notice thereof from Seller, and Seller shall apply such amount to payment of the tax. Buyer may protest such taxes provided it fully indemnifies Seller therefor.

1.3 Operative Documents. As used herein the term Operative Documents or Documents shall mean the Management Agreement, this Agreement, the Owner's Agreement, the Master Interchange Agreement, the Aircraft Acceptance Form and the Bill of Sale.

1.4 Anticipated Delivery Date. Seller anticipates that the Aircraft will be ready for delivery on the anticipated delivery date (the "Anticipated Delivery Date") set forth on the Schedule although the actual date for delivery cannot be ascertained at this time. In the event that the Aircraft will not be available for delivery within sixty (60) days after the Anticipated Delivery Date, Buyer may notify Seller, in writing, of its desire to terminate this Agreement, in which event Seller shall promptly refund the Deposit to Buyer and this Agreement shall be null and void and without further effect. In the event Seller notifies Buyer that the Aircraft is available for delivery on or before a date which is not more than sixty (60) days after the Anticipated Delivery Date or such other date as is mutually agreeable to Buyer and Seller and thereafter Buyer unreasonably withholds or delays Buyer's acceptance of the Aircraft or fails to execute the Operative Documents and pay the balance of the Purchase Price for a period of ten (10) days after such date then Seller may retain the deposit as liquidated damages, and not as a penalty, and this Agreement shall be null and void and without further effect.

2. Representations and Warranties

2.1 Representations and Warranties of the Seller. Seller represents and warrants to, and covenants and agrees with Buyer, as follows:

(a) (i) On the Closing Date the Aircraft shall be in a new condition, purchased from its manufacturer within the last sixty (60) days, in good working order and repair and have a valid Certificate of Airworthiness issued by the FAA with all applicable airworthiness directives and inspections

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current, (ii) no defaults or conditions which, with the passage of time or giving of notice or both, would constitute defaults, exist under any agreement, instrument or document to which Seller is a party, or by which the Aircraft or the Interest is bound.

(b) On the Closing Date Seller shall own, and by this Agreement and the Bill of Sale shall convey to Buyer, good and marketable title to the Interest free and clear of any and all leases, liens, claims, rights to purchase and encumbrances other than the rights of any Additional Interest Owners as provided in the Operative Documents.

(c) Seller is a corporation duly and validly organized and existing in good standing under the laws of the state of its incorporation and has all power and authority to own or lease its properties and carry on its business where such properties are located and such business is conducted. Seller has the power and authority to enter into this Agreement, to execute, deliver and receive all other instruments and documents executed and delivered and received in connection with the transactions herein referred to carry out the sale and transfer of the Interest to Buyer and the transactions contemplated hereunder and thereunder. Seller has the power and authority to execute and deliver this Agreement, the Bill of Sale and any other documents and instruments required to be executed and delivered by it.

(d) There is no action, suit or proceeding pending against Seller before or by any court, administrative agency or other governmental authority which brings into question the validity of, or in any way legally or financially (in the case of performance) impairs, the execution, delivery or performance by Seller of any Document.

(e) The execution and delivery of the Documents by Seller and the performance by it of its obligations thereunder, including, without limitation, the conveyance of the Interest and the acceptance of the Purchase Price in exchange therefor, have been duly authorized by all necessary corporate action of Seller and do not violate or conflict with
(i) any provision of Seller's Certificate of Incorporation or By-Laws, or
(ii) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority.

(f) The Documents to be executed and delivered by Seller constitute the valid and binding obligations of Seller enforceable in accordance with their respective terms, subject, however, to (i) laws of general application affecting creditors' rights and (ii) judicial discretion, to which equitable remedies are subject.

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(g) Seller is not subject to any restriction (which has not been complied with) or agreement which, with or without the giving of notice, the passage of time, or both, prohibits or would be violated by, or be in conflict with, the execution, delivery and consummation of the Documents and transactions therein referred to.

(h) The Aircraft has been inspected and maintained within the twelve
(12) month period preceding the date hereof in accordance with the provisions of FAR 91.409 except to the extent the Aircraft is less than twelve (12) months old and all applicable requirements for maintenance and inspection thereunder have been complied with. Seller acknowledges that Buyer will rely exclusively upon this representation in making a similar representation under the Master Interchange Agreement dated of even date herewith.

(i) Seller represents the total time on the aircraft and engines is the number of hours listed on the Schedule.

(j) Seller has not employed, engaged or otherwise dealt with any broker or agent in connection with this Agreement and any commissions payable as a result thereof shall be the sole responsibility of Seller unless such broker or agent has been retained by written agreement by Buyer.

(k) EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 2.1 OR IN THE BILL OF SALE THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, CONCERNING THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OR THE AIRCRAFT, ITS CONDITION, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS AIRWORTHINESS, ITS DESIGN, ITS OPERATION, ITS MERCHANTABILITY OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. SELLER SHALL, IN NO EVENT, BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY THE AIRCRAFT OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO EXCEPT AS PROVIDED IN THE OPERATIVE DOCUMENTS.

2.2. Representations and Warranties of the Buyer. The Buyer represents and warrants to, and agrees with, the Seller as follows:

(a) Buyer, if a corporation, is duly and validly organized and existing in good standing under the laws of the state of its incorporation.

(b) Buyer has the power and the authority to enter into the Documents to be executed and delivered by Buyer, and to carry out the transactions contemplated thereunder.

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(c) The execution and delivery of the Documents by Buyer, and the performance of its obligations thereunder have been duly authorized by all necessary action of Buyer and do not violate or conflict with (i) any provision of Buyer's Certificate of Incorporation or By-Laws, if Buyer is a corporation, or (ii) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority. There is no action, suit or proceeding pending or threatened against Buyer before any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Buyer of any Document.

(d) The Documents to be executed and delivered by Buyer constitute the valid and binding obligations of Buyer enforceable in accordance with their respective terms, subject, however, to (i) laws of general application affecting creditors' rights and (ii) judicial discretion, to which equitable remedies are subject.

(e) Buyer is not subject to any restriction or agreement which, with or without the giving of notice, the passage of time, or both, prohibits or would be violated by, the execution, delivery and consummation of the Documents and the transactions therein referred to other than restrictions and agreements as to which it has obtained the necessary consents for such execution, delivery and consummation by Buyer.

(f) Buyer is a citizen of the United States (as defined in U.S.C. (S) 40101, et seq., as amended) and covenants and agrees that it will remain such for so long as it retains the Interest, and further covenants and agrees that the Aircraft will be registered in the United States throughout the term of this Agreement.

(g) Buyer has not employed, engaged or otherwise dealt with any broker or agent in connection with this Agreement and any commissions payable as a result thereof shall be the sole responsibility of Buyer unless such broker or agent has been retained by Seller.

(h) Buyer hereby specifically acknowledges, for the benefit of Seller, that neither Seller nor any employee or agent of (or counsel to) Seller has made any representation or warranty to Buyer as to (i) the future sale value or rental value of the Aircraft or the Interest, or (ii) any tax consequence to Buyer of its participation in any transaction contemplated by this Agreement or otherwise related in any way to the Aircraft, the Interest, or the purchase, sale, management, use or financing thereof.

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3. Indemnification

Each of Seller and Buyer will indemnify the other and protect, defend and hold it harmless from and against any and all loss, cost, damage, injury or expense, including, without limitation, reasonable attorney's fees, wheresoever and howsoever arising which the indemnified party or its stockholders, or any or its, or their, directors, officers, agents, employees, stockholders or partners, may incur by reason of any breach by the indemnifying party of any of its representations or obligations set forth in the Documents. In the event any claim for indemnification hereunder arises on account of a claim or action made or instituted by a third person against the non-indemnifying party, the non- indemnifying party shall notify the indemnifying party promptly after the receipt of notice by the non-indemnifying party that such claim was made or that such action was commenced. The indemnifying party shall be entitled to participate in the defense of any such claim or action by counsel of its own choosing. If the indemnifying party shall participate in the defense of such claim or action, the same shall not be settled without its prior written consent (which consent shall not be unreasonably withheld) unless the indemnifying party shall deny or fail to confirm after written request the other's right to indemnification. Each of Seller and Buyer also hereby indemnifies and shall hold the other harmless against any loss sustained or reasonable expense incurred by the other as the direct result of or arising out of the imposition on the Aircraft or the Interest of any Federal or other tax lien or the foreclosure thereof by virtue of the failure to pay or underpayment by the indemnifying party of the Federal or other taxes payable by such indemnifying party.

4. Benefits of Representations, Warranties, Etc.

Seller hereby assigns to Buyer (to the extent assignable) the benefits of all warranties, representations, covenants and indemnities made to Seller by, or which Seller is entitled to enforce against, the manufacturer of the Aircraft.

5. Conditions Precedent to Closing

(a) Seller's obligations to sell the Interest to Buyer shall be subject to the performance by Buyer of all of its agreements hereunder to be performed on or prior to the Closing Date including the obligation of Buyer to make the payments set forth in Section 1.2 hereof.

(b) Buyer's obligations to purchase the Interest from Seller shall be subject to the performance by Seller of all of its agreements hereunder to be performed on or prior to the Closing Date and to the satisfaction of the following conditions:

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(1) Execution and delivery by Seller to Buyer of the Bill of Sale;

(2) Arrangements satisfactory to Buyer shall have been made with respect to the registration of Buyer's Interest with the FAA;

(3) Seller shall present Buyer with evidence of Seller's title to the Aircraft to the extent of the Interest subject only to the rights of the Additional Interest Owners; and,

(4) Executive Jet Aviation, Inc., a Delaware corporation and affiliate of Seller ("EJA"), shall have agreed to manage the Aircraft on behalf of Buyer and the Additional Interest Owners pursuant to the terms of a management agreement typically used by EJA (the "Management Agreement") and shall have agreed to administer an interchange program among Buyer, the Additional Interest Owners and certain owners of other aircraft pursuant to the terms of a master interchange agreement (the "Master Interchange Agreement"), copies of which agreements Buyer acknowledges have been previously delivered to and reviewed by Buyer.

(c) Buyer agrees that, at such time as Seller and EJA mutually agree that the Aircraft is operational, in good working order and ready to use, Buyer will execute and deliver to Seller and EJA, an Aircraft Acceptance Form, Owner's Agreement, Master Interchange Agreement and Management Agreement in the forms previously delivered to and reviewed by Buyer, which shall be dated the date of such mutual agreement. Buyer hereby specifically appoints EJA as Buyer's agent to accept delivery of the Aircraft. Buyer agrees not to unreasonably withhold or delay its acceptance of the Aircraft. Buyer hereby agrees to execute and deliver the Aircraft Acceptance Form within five (5) days from the date of such agreement, and further agrees to indemnify and hold Seller harmless from and against any and all claims, charges, costs or expenses arising out of or relating to Buyer's failure to so execute and deliver such Aircraft Acceptance Form. The transaction contemplated hereunder shall be deemed to commence, and the Management Agreement, Owner's Agreement, Master Interchange Agreement and other Operative Documents shall be dated, as of the commencement date specified on the Aircraft Acceptance Form (the "Closing Date" or "Commencement Date").

6. Repurchase by Seller

(a) Seller hereby acknowledges and agrees that in the event of a material default by EJA in the performance of any of its substantive obligations under the Operative Documents or upon any breach of any material representations or

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warranties made by Seller hereunder which default shall continue for ten (10) days after receipt of written notice or in the event Buyer terminates the Management Agreement for any of the events specified in Section 16 of the Management Agreement which entitles Buyer to terminate the Management Agreement, then upon written notice, and provided no material default by Buyer has occurred and is continuing under any of the Operative Documents, Buyer shall have the right and the option to cause Seller to repurchase Buyer's Interest in the Aircraft for the then Fair Market Value of the Aircraft (determined by mutual agreement of Buyer and Seller, or absent such agreement, by an independent appraiser mutually agreed upon by the parties, or, absent such agreement, by a majority of three independent appraisers, one selected by the Buyer, one selected by the Seller, and the third selected by the other two) multiplied by the percentage equivalent of the Interest, utilizing the assumption, in calculating such repurchase price, that the Aircraft is in the condition required to be maintained under the Management Agreement, the engines on the Aircraft are mid-life (pre Hot Section inspections) and utilizing the actual number of hours on the airframe, and without regard to or consideration of any maintenance reserves established by EJA under the Management Agreement. Seller shall be entitled to deduct from the amount payable as the repurchase price all unpaid sums due under the Operative Documents, which sums if any, shall be retained by EJS if due EJS or remitted to the party to whom such sums are owing pursuant to the Operative Documents, and, in the event the repurchase price is insufficient to deduct therefrom all such sums due and owing, then Buyer shall remain liable to Seller for the payment of such sums to the extent of the deficiency. In the event Buyer notifies Seller of its desire to cause Seller to repurchase Buyer's Interest in the Aircraft as herein described, Seller shall have ninety (90) days after receipt of such notice to cause such repurchase to occur and Buyer agrees that upon any such repurchase Buyer will transfer to Seller good and marketable title to the Interest free and clear of any and all liens or encumbrances caused by Buyer other than mechanics liens to be discharged in the ordinary course of business.

(b) Seller hereby acknowledges and agrees that Buyer shall have the right and option, upon at least thirty (30) days written notice and provided no material default by Buyer has occurred and is continuing under any of the Operative Documents, to cause Seller to repurchase Buyer's Interest in the Aircraft at any time after twenty-four (24) months from the date hereof for the then Fair Market Value of the Aircraft (determined by mutual agreement of Buyer and Seller, or absent such agreement, by an independent appraisers, appraiser mutually agreed upon by the parties, or, absent such agreement, by a majority of three independent appraisers one selected by the Buyer, one

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selected by the Seller, and the third selected by the other two) multiplied by the percentage equivalent of the Interest net of a seven percent (7%) brokerage commission to be reserved by Seller, utilized the assumption, in calculating such repurchase price, that the Aircraft is in the condition required to be maintained under the Management Agreement, the engines on the Aircraft are mid-life (pre Hot Section inspections) and utilizing the actual number of hours on the airframe and without regard to or consideration of any maintenance reserves established by EJA under the Management Agreement. Seller shall be entitled to deduct from the amount payable as the repurchase price all unpaid sums due under the Operative Documents, which sums if any shall be retained by EJS if due EJS or remitted to the party to whom such sums are owing pursuant to the Operative Documents, and, in the event the repurchase price is insufficient to deduct therefrom all such sums due and owing, then Buyer shall remain liable to Seller for the payment of such sums to the extent of the deficiency. In the event Buyer notifies Seller of its desire to cause Seller to repurchase Buyer's Interest in the Aircraft as herein described, Seller shall have ninety (90) days after receipt of such notice to cause such repurchase to occur and Buyer agrees that upon any such repurchase Buyer will transfer to Seller good and marketable title to the Interest free and clear of any and all liens or encumbrances caused by Buyer other than mechanics liens to be discharged in the ordinary course of business.

(c) Buyer hereby acknowledges and agrees that Seller shall have the right and option, in addition to any other remedies Seller may be entitled to, upon a material default by Buyer under any of the Operative Documents which results in the termination of the Management Agreement by EJA, to repurchase Buyer's Interest in the Aircraft for the then Fair Market Value of the Aircraft (determined by mutual agreement of Buyer and Seller, or, absent such agreement, by an independent appraiser mutually agreed upon by the parties, or absent such agreement, by a majority of three independent appraisers, one selected by Buyer, one selected by Seller and the third selected by the other two) multiplied by the percentage equivalent of the Interest, in each case net of a seven percent (7%) brokerage commission to be reserved by Seller, utilizing the assumption, in calculating such repurchase price, that the Aircraft is in the condition required to be maintained under the Management Agreement, the engines on the Aircraft are mid-life (pre Hot Section inspections) and utilizing the actual number of hours on the airframe and without regard to or consideration of any maintenance reserves established by EJA under the Management Agreement. Seller shall be entitled to deduct from the amount payable as the repurchase price all unpaid sums due under the Operative Documents, which sums if any, shall be retained by EJS if due EJS or remitted to the party

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to whom such sums are owing pursuant to the Operative Documents, and, in the event the repurchase price is insufficient to deduct therefrom all such sums due and owing, then Buyer shall remain liable to Seller for the payment of such sums to the extent of the deficiency. In the event Seller notifies Buyer of its desire to repurchase Buyer's Interest in the Aircraft as herein described, Seller shall have ninety (90) days after receipt of such notice by Buyer to cause such repurchase to occur and Buyer agrees that upon any such repurchase Buyer shall transfer to Seller good and marketable title to the interest free and clear of any and all liens or encumbrances caused by Buyer other than mechanics liens to be discharged in the ordinary course of business.

(d) Notwithstanding the foregoing, in the event Seller repurchases Buyer's Interest in the Aircraft, such repurchase by Seller shall not be deemed a waiver of EJA's, Seller's or Buyer's right to pursue all remedies at law and in equity to which it may otherwise be entitled against the other party(ies) for any default under the Operative Documents, each acknowledging that it shall retain the right to proceed against the other party(ies) after the repurchase for any such default.

7. Transferability of Aircraft

Buyer shall not, for so long as the Aircraft is being operated under the terms of the Management Agreement and the Master Interchange Agreement, sell or otherwise transfer Buyer's Interest in the Aircraft to any other person, firm or entity (the "New Purchaser"), other than an affiliate of Buyer or pursuant to
Section 20 of the Management Agreement, or to a Bank as security as set forth in
Section 1 of the Owners Agreement, without the prior written consent of Seller and EJA, which consent shall not be unreasonably withheld, provided that such New Purchaser (i) meets Seller's and EJA's credit criteria or Buyer agrees to guaranty such New Purchaser's obligations under the Operative Documents, and
(ii) is approved by EJA as to geographic location and flying patterns, and (iii) assumes the obligations of Buyer under the Operative Documents.

8. Sale of Additional Interests

Seller hereby specifically reserves the right to sell additional interests in the Aircraft for the remaining unsold portion of the Aircraft to such persons, firms or entities as Seller, in its sole discretion, deems acceptable, provided that such Additional Interest Owners execute a management agreement substantially similar to the Management Agreement as well as execute the Owner's Agreement and Master Interchange Agreement, and Buyer shall have no right to object to any such sale by Seller. Upon any such sale by Seller to Additional Interest

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Owners a tenancy-in-common shall arise among Buyer and such Additional Interest Owners.

9. Miscellaneous

9.1. Survival. The representations and warranties made herein shall survive the execution and delivery of this Agreement and the consummation of the transactions described herein.

9.2. Successors and Assigns. The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding and enforceable upon, the respective successors, assigns and permitted transferees of either party.

9.3. Notices. Any notice, request or other communication to either party by the other hereunder shall be given in writing and shall be deemed given on the earlier of the date the same is (i) personally delivered with receipt acknowledged, or (ii) telecopied at time of transmission or (iii) three (3) days after mailed by certified mail, return receipt requested, postage prepaid and addressed to the party for which it is intended at the address as set forth at the head of this Agreement and on the signature page, together with a copy to any addressee as may be designated by a party by notice hereunder. The place to which notices or copies of notices are to be given to either party may be changed from time to time by such party by written notice to the other party.

9.4. Governing Law. This Agreement constitutes the entire understanding among the parties and there are no representations or warranties, conditions, covenants or agreements other than as set forth expressly herein and in the Documents, and any changes or modifications hereto must be in writing and signed by authorized representatives of both parties. The parties hereto further agree that the courts of the United States and State of Ohio shall have jurisdiction over the parties with regard to any disputes arising under this Agreement or arising out of the operation, maintenance, inspection, servicing or occupancy of the Aircraft during the term of the Agreement and that this Agreement shall be interpreted and governed by the laws of the State of Ohio.

9.5. Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

9.6. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9.7. Amendments. This Agreement may be amended or varied only by documents, in writing, of even or subsequent date hereof, executed by Buyer and Seller.

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9.8. Further Assurances. Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other party in order to fully carry out the intent and accomplish the purposes of the Documents and the transactions referred to therein.

9.9. Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below opposite their signatures.

BUYER: WEST TELEMARKETING CORPORATION, a Delaware corporation

SIGNATURE: /s/ Troy L. Eaden

BY: Troy L. Eaden
3-14-96

Please print or type
(date)

TITLE: Chief Executive Officer

ADDRESS: 9910 Maple Street, Omaha, NE 68134

SELLER: EXECUTIVE JET SALES, INC.

SIGNATURE: /s/ David S. Beach
3-14-96

(date)

BY: David S. Beach
3-14-96

(date)

TITLE: Vice President

ADDRESS: 625 Hamilton Road, Columbus, Ohio 43219

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SCHEDULE

Description of Equipment and Interest

A 12.5% undivided interest in the following aircraft, together with all engines, appurtenances, appliances, parts, instruments, accessions, furnishings and other equipment of whatever nature incorporated in or contained in or attached to the same:

Aircraft	Cessna Citation V Ultra
Engines - JT15D-5D	Pratt & Whitney
Manufacturer's Serial No.	560-0352
Engine Serial #'s	Left PCE 500193
	Right PCE 500192
FAA Registration No.	N 352 QS
Total time on Aircraft	9
Total Time on Engines	Left 9
	Right 9
PURCHASE PRICE:	$ 755,000

ANTICIPATED DELIVERY DATE: _____

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WEST TELESERVICES CORPORATION
1996 STOCK INCENTIVE PLAN

1. Purpose

The purpose of the Plan is to provide a means through which the Company may attract able persons to become and remain directors of the Company and enter and remain in the employ or in a consulting relationship with the Company and its Subsidiaries and to provide a means whereby they can acquire and maintain Common Stock ownership, or be paid incentive compensation measured by reference to the value of Common Stock, thereby strengthening their commitment to the welfare of the Company and promoting an identity of interest between stockholders of the Company and these employees, directors and consultants.

So that the appropriate incentive can be provided, the Plan provides for granting Incentive Stock Options, Nonqualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Phantom Stock Unit Awards, Performance Share Unit Awards and Stock Bonus Awards, or any combination of the foregoing. The Plan also provides for the automatic grant of Nonqualified Stock Options to Non- Employee Directors.

2. Definitions

The following definitions shall be applicable throughout the Plan.

(a) "Award" means, individually or collectively, any Incentive Stock Option, Nonqualified Stock Option, Stock Appreciation Right, Restricted Stock Award, Phantom Stock Unit Award, Performance Share Unit Award, Stock Bonus Award, Director Stock Award or any other Stock-based award under the Plan.

(b) "Award Agreement" means the agreement between the Company and a Participant who has been granted an Award which defines the rights and obligations of the parties with respect to such Award.

(c) "Award Period" means a period of time within which performance is measured for the purpose of determining whether an Award of Performance Share Units has been earned.

(d) "Board" means the Board of Directors of the Company.

(e) "Cause" means the Company or a Subsidiary (as the case may be) having cause to terminate a Participant's employment or service in accordance with the provisions of any existing employment, consulting or any other agreement between the Participant and the Company or a Subsidiary (as the case may be) or, in the absence of such an employment, consulting or other

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agreement which defines or describes such cause, upon (i) the determination by the Company or such Subsidiary (as the case may be) that the Participant has engaged, during the performance of his duties to the Company or such Subsidiary, in significant objective acts or omissions constituting dishonesty, willful misconduct or gross negligence relating to the business of the Company or a Subsidiary.

(f) "Change in Control" shall, unless in the case of a particular award, the applicable Award Agreement states otherwise, be deemed to occur if:

(i) the Company enters into any agreement to engage in a transaction, the consummation of which would result in any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") (other than (A) the Company, (B) any Subsidiary, (C) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary or (D) Gary West, his immediate family, any lineal decedents or any entity directly or indirectly owned or controlled by them) becoming the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing forty percent (40%) or more of the combined voting power of the Company's then outstanding securities, provided that such transaction actually does occur;

(ii) individuals who constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (i), (iii) or (iv) of this Section 2(f)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two- thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved (unless the approval of the election or nomination for election of such new directors was in connection with an actual or threatened election or proxy contest), cease for any reason to constitute at least a majority thereof;

(iii) the Company enters into any agreement to engage in a transaction, the consummation of which would result in, or the stockholders of the Company approve, a merger or consolidation of

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the Company with any other corporation, and such merger or consolidation actually does occur other than (a) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by converted into voting securities of the surviving entity) more than that fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation or (b) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no "person" (as defined above in (i), including the exemptions thereto) acquires forty percent (40%) or more of the combined voting power of the Company's then outstanding securities; or

(iv) the Company enters into any agreement to engage in a transaction, the consummation of which would result in, or the stockholders of the Company approve, a complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets of any transaction having a similar effect, provided that such liquidation, sale or disposition actually does occur.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Reference in the Plan to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any regulations under such section.

(h) "Committee" means the full Board, the Compensation Committee of the Board or such other committee appointed by the Board to administer the Plan.

(i) "Common Stock" means the common stock par value $0.01 per share, of the Company.

(j) "Company" means West TeleServices Corporation, a Delaware corporation.

(k) "Consummation Date" shall mean the date of consummation of the Company's initial public offering of Common Stock.

(l) "Date of Grant" means the date on which the granting of an Award is authorized or such other date as may be specified in such authorization.

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(m) "Director Stock Option" means the Award of a Nonqualified Stock Option to Non-Employee Directors pursuant to Section 12.

(n) "Director Stock Option Agreement" means the agreement entered into with respect to a Director Stock Option pursuant to Section 12.

(o) "Disability" means the complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which a Participant was employed or served when such disability commenced or, if the Participant was retired when such disability commenced, the inability to engage in any substantial gainful activity, in either case as determined by the Committee based upon medical evidence acceptable to it.

(p) "Eligible Person" means any (i) person regularly employed by the Company or a Subsidiary; provided, however, that no such employee covered by a collective bargaining agreement shall be an Eligible Person unless and to the extent that such eligibility is set forth in such collective bargaining agreement or in an agreement or instrument relating thereto; (ii) director of the Company or Subsidiary other than an Non-Employee Director; or (iii) consultant to the Company or a Subsidiary.

(q) "Exchange Act" means the Securities Exchange Act of 1934.

(r) "Fair Market Value" on a given date means (i) if the Stock is listed on a national securities exchange, the mean between the highest and lowest sale prices reported as having occurred on the primary exchange with which the Stock is listed and traded on the date prior to such date, or, if there is no such sale on that date, then on the last preceding date on which such a sale was reported; (ii) if the Stock is not listed on any national securities exchange but is quoted in the National Market System of the National Association of Securities Dealers Automated Quotation System on a last sale basis, the average between the high bid price and low ask price reported on the date prior to such date, or, if there is no such sale on that date, then on the last preceding date on which a sale was reported; or (iii) if the Stock is not listed on a national securities exchange nor quoted in the National Market System of the National Association of Securities Dealers Automated Quotation System on a last sale basis, the amount determined by the Committee to be the fair market value based upon a good faith attempt to value the Stock accurately.

(s) "Holder" means a Participant who has been granted an Award.

(t) "Incentive Stock Option" means an Option granted by the Committee to a Participant under the Plan which is designated by

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the Committee as an "incentive stock option" within the meaning of Section 422 of the Code.

(u) "IPO Price" means the price at which Common Stock is sold in the Company's initial public offering.

(v) "Non-Employee Director" means a member of the Board who is not an employee of the Company.

(w) "Nonqualified Stock Option" means an Option granted under the Plan which is not designated as an Incentive Stock Option.

(x) "Normal Termination" means termination of employment or service with the Company or a Subsidiary:

(i) Upon retirement pursuant to the retirement plan of the Company or a Subsidiary (as the case may be), as may be applicable at the time to the Participant in question;

(ii) With written approval of the Committee; or

(iii) By the Company without Cause.

(y) "Option" means an Award granted under Section 7 of the Plan.

(z) "Option Period" means the period described in Section 7(c).

(aa) "Option Price" means the exercise price set for an Option described in Section 7(a).

(bb) "Participant" means an Eligible Person who has been selected by the Committee to participate in the Plan and to receive an Award pursuant to Section 7 and a Non-Employee Director who has received an automatic grant of Nonqualified Stock Options pursuant to Section 12.

(cc) "Performance Goals" means the performance objectives of the Company during an Award Period or Restricted Period, with respect to Performance Share Units, Restricted Stock or Phantom Stock Units, respectively, established for the purpose of determining whether, and to what extent, such Awards will be earned for an Award Period or Restricted Period.

(dd) "Performance Share Unit" means a hypothetical investment equivalent equal to one share of Stock granted in connection with an Award made under Section 9 of the Plan.

(ee) "Phantom Stock Unit" means a hypothetical investment equivalent equal to one share of Stock granted in connection with an Award made under Section 10 of the Plan.

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(ff) "Plan" means the Company's 1996 Stock Incentive Plan.

(gg) "Qualified Committee" means a committee composed of at least two Qualified Directors.

(hh) "Qualified Director" means a person who is (i) a "non-employee director", as defined in Rule 16b-3 under the Exchange Act or any successor rule or regulation, and (ii) an "outside director" within the meaning of Section 162(m) of the Code .

(ii) "Restricted Period" means, with respect to any share of Restricted Stock or any Phantom Stock Unit, the period of time determined by the Committee during which such Award is subject to the restrictions set forth in Section 10 of the Plan.

(jj) "Restricted Stock" means shares of Stock issued or transferred to a Participant subject to forfeiture and the other restrictions set forth in Section 10 of the Plan.

(kk) "Restricted Stock Award" means an Award of Restricted Stock granted under Section 10 of the Plan.

(ll) "Securities Act" means the Securities Act of 1933, as amended.

(mm) "Stock" means the Common Stock or such other authorized shares of stock of the Company as from time to time may be authorized for use under the Plan.

(nn) "Stock Appreciation Right" or "SAR" means an Award granted under Section 8 of the Plan.

(oo) "Stock Bonus" means a stock bonus award granted under Section 11 of the Plan.

(pp) "Strike Price" means the price set for an SAR described in Section 8(a).

(qq) "Subsidiary" means any corporation 50% or more of whose stock having general voting power is owned by the Company, or by another Subsidiary, as herein defined, of the Company.

(rr) "Vested Unit" shall have the meaning ascribed thereto in Section 10(e).

3. Effective Date, Duration and Shareholder Approval

The Plan is effective as of September 24, 1996, the date of adoption of the Plan by the Board. The effectiveness of the Plan and the validity of any and all Awards granted pursuant to the Plan is contingent upon approval of the Plan by the stockholders of the Company in a manner which complies with (i) Section 422(b)(1) and, to the extent required to preserve the Company's

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income tax deductions, Section 162(m) of the Code and (ii) the requirements of the primary national securities exchange with which the Common Stock is listed, if so listed, and/or the National Market System of the National Association of Securities Dealers Automated Quotation System, if the Common Stock is quoted thereon. Unless and until the stockholders approve the Plan in compliance with the applicable requirements, no Award granted under the Plan shall be effective. See Section 19 for the applicability of the shareholder approval requirements of
Section 162(m) of the Code.

The expiration date of the Plan, after which no Awards may be granted hereunder, shall be September 24, 2006; provided, however, that the administration of the Plan shall continue in effect until all matters relating to the payment of Awards previously granted have been settled.

4. Administration

The Plan shall be administered by the full Board or a committee of the Board composed of at least two persons, each member of which, at the time he takes any action with respect to an Award under the Plan, shall be a "non- employee director", as defined in Rule 16b-3 under the Exchange Act or any successor rule or regulation; provided that as of and after the date that the exemption for the Plan under Section 162(m) of the Code expires, as set forth in
Section 19 herein, to the extent that the Company determines that payment with respect to any Award is intended to be fully deductible by the Company without regard to Section 162(m) of the Code, the Plan shall be administered by a Qualified Committee. The majority of the members of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present or acts approved in writing by a majority of the Committee shall be deemed the acts of the Committee.

Subject to the provisions of the Plan, the Committee shall have exclusive power to:

(a) Select the Eligible Persons to participate in the Plan;

(b) Determine the nature and extent of the Awards to be made to each Participant;

(c) Determine the time or times when Awards will be made to Eligible Persons;

(d) Determine the duration of each Award Period and Restricted Period;

(e) Determine the conditions to which the payment of Awards may be subject;

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(f) Establish the Performance Goals, if any, for each Award Period;

(g) Prescribe the form of Award Agreement or other form or forms evidencing Awards; and

(h) Cause records to be established in which there shall be entered, from time to time as Awards are made to Eligible Persons, the date of each Award, the number of Incentive Stock Options, Nonqualified Stock Options, SARs, Phantom Stock Units, Performance Share Units, shares of Restricted Stock and Stock Bonuses awarded by the Committee to each Eligible Person, and the expiration date and the duration of any applicable Award Period or Restricted Period.

The Committee shall have the authority, subject to the provisions of the Plan, to establish, adopt, or revise such rules and regulations and to make all such determinations relating to the Plan as it may deem necessary or advisable for the administration of the Plan. The Committee's interpretation of the Plan or any documents evidencing Awards granted pursuant thereto and all decisions and determinations by the Committee with respect to the Plan shall be final, binding, and conclusive on all parties unless otherwise determined by the Board.

5. Grant of Awards; Shares Subject to the Plan

The Committee may, from time to time, grant Awards of Options, Stock Appreciation Rights, Restricted Stock, Phantom Stock Units, Performance Share Units, Stock Bonuses and/or any other Award authorized under the Plan to one or more Eligible Persons; provided, however, that:

(a) Subject to Section 15, the aggregate number of shares of Stock made subject to all Awards may not exceed 9,499,500;

(b) Such shares shall be deemed to have been used in payment of Awards whether they are actually delivered or the Fair Market Value equivalent of such shares is paid in cash. In the event any Option, SAR not attached to an Option, Restricted Stock Award, Phantom Stock Unit or Performance Share Unit shall be surrendered, terminate, expire, or be forfeited, the number of shares of Stock no longer subject thereto shall thereupon be released and shall thereafter be available for new Awards under the Plan;

(c) Stock delivered by the Company in settlement of Awards under the Plan may be authorized and unissued Stock or Stock held in the treasury of the Company or may be purchased on the open market or by private purchase;

(d) Following the date that the exemption from the application of
Section 162(m) of the Code described in

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Section 19 (or any other exemption having similar effect) ceases to apply to Awards, no Participant may receive Options or SARs under the Plan with respect to more than 1,000,000 shares of Stock in any one year; and

(e) The Committee may, in its sole discretion, require a Participant to pay consideration for an Award in an amount and in a manner as the Committee deems appropriate.

6. Eligibility

Participation shall be limited to Eligible Persons selected by the Committee.

7. Stock Options

The Committee is authorized to grant one or more Incentive Stock Options or Nonqualified Stock Options to any Eligible Person; provided, however, that no Incentive Stock Options shall be granted to any Eligible Person who is not an employee of the Company. Each Option so granted shall be subject to the following conditions or to such other conditions as may be reflected in the applicable Award Agreement.

(a) Option price. The exercise price ("Option Price") per share of Stock for each Option shall be set by the Committee at the time of grant but, with respect to Nonqualified Stock Options, shall not be less than 85% of the Fair Market Value of a share of Stock at the Date of Grant, and with respect to Incentive Stock Options, shall not be less than the Fair Market Value of a share of Stock at the Date of Grant; provided, however, that (i) the Option Price for each Option issued on or as of the Consummation Date shall be the IPO Price and (ii) following the date that the exemption from the application of Section 162(m) of the Code described in Section 19 (or any other exemption having similar effect) ceases to apply to Options, all Options intended to qualify as "performance-based compensation" under Section 162(m) of the Code shall have an Option Price per share of Stock no less than the Fair Market Value of a share of Stock on the Date of Grant.

(b) Manner of exercise and form of payment. Options which have become exercisable may be exercised by delivery of written notice of exercise to the Committee accompanied by payment of the Option Price. The Option Price shall be payable by bank draft or certified personal check and/or shares of Stock valued at the Fair Market Value at the time the Option is exercised (provided that such Stock has been held by the Participant for at least six months) or, in the discretion of the Committee, either (i) in other property having a fair market value on the date of exercise equal to the Option Price, or (ii) by delivering to the Committee a copy of irrevocable instructions to a stockbroker to deliver promptly to the Company an amount of sale or loan proceeds sufficient to pay the Option Price.

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(c) Option Period and Expiration. Options shall vest and become exercisable in such manner and on such date or dates determined by the Committee and shall expire after such period, not to exceed ten years with respect to Incentive Stock Options and ten years and one day with respect to Nonqualified Stock Options, as may be determined by the Committee (the "Option Period"); provided, however, that notwithstanding any vesting dates set by the Committee, the Committee may, in its sole discretion, accelerate the exercisability of any Option, which acceleration shall not affect the terms and conditions of any such Option other than with respect to exercisability. If an Option is exercisable in installments, such installments or portions thereof which become exercisable shall remain exercisable until the Option expires. Unless otherwise stated in the applicable Option Award Agreement, the Option shall expire earlier than the end of the Option Period in the following circumstances:

(i) If prior to the end of the Option Period, the Holder shall undergo a Normal Termination, the Option shall expire on the earlier of the last day of the Option Period or the date that is ninety days after the date of such Normal Termination. In such event, the Option shall remain exercisable by the Holder until its expiration, only to the extent the Option was exercisable at the time of such Normal Termination.

(ii) If the Holder dies prior to the end of the Option Period and while still in the employ or service of the Company or within thirty days of Normal Termination or such Holder becomes Disabled, the Option shall expire on the earlier of the last day of the Option Period or the date that is one year after the date of death or Disability of the Holder. In the event of death, the Option shall remain exercisable by the person or persons to whom the Holder's rights under the Option pass by will or the applicable laws of descent and distribution until its expiration, only to the extent the Option was exercisable by the Holder at the time of death.

(iii) If the Holder ceases employment or service with the Company for reasons other than Normal Termination, death or Disability, the Option shall expire immediately upon such cessation of employment or service.

(d) Other Terms and Conditions. Each Option granted under the Plan shall be evidenced by an Award Agreement, which shall

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contain such provisions as may be determined by the Committee and, except as may be specifically stated otherwise in such Award Agreement, which shall be subject to the following terms and conditions :

(i) Each Option issued pursuant to this Section 7 or portion thereof that is exercisable shall be exercisable for the full amount or for any part thereof.

(ii) Each share of Stock purchased through the exercise of an Option issued pursuant to this Section 7 shall be paid for in full at the time of the exercise. Each Option shall cease to be exercisable, as to any share of Stock, when the Holder purchases the share or exercises a related SAR or when the Option expires.

(iii) Subject to Section 14(k), Options issued pursuant to this
Section 7 shall not be transferable by the Holder except by will or the laws of descent and distribution and shall be exercisable during the Holder's lifetime only by him.

(iv) Each Option issued pursuant to this Section 7 shall vest and become exercisable by the Holder in accordance with the vesting schedule established by the Committee and set forth in the Award Agreement.

(v) Each Award Agreement may contain a provision that, upon demand by the Committee for such a representation, the Holder shall deliver to the Committee at the time of any exercise of an Option issued pursuant to this Section 7 a written representation that the shares to be acquired upon such exercise are to be acquired for investment and not for resale or with a view to the distribution thereof. Upon such demand, delivery of such representation prior to the delivery of any shares issued upon exercise of an Option issued pursuant to this Section 7 shall be a condition precedent to the right of the Holder or such other person to purchase any shares. In the event certificates for Stock are delivered under the Plan with respect to which such investment representation has been obtained, the Committee may cause a legend or legends to be placed on such certificates to make appropriate reference to such representation and to restrict transfer in the absence of compliance with applicable federal or state securities laws.

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(vi) Each Incentive Stock Option Award Agreement shall contain a provision requiring the Holder to notify the Company in writing immediately after the Holder makes a disqualifying disposition of any Stock acquired pursuant to the exercise of such Incentive Stock Option. A disqualifying disposition is any disposition (including any sale) of such Stock before the later of (a) two years after the Date of Grant of the Incentive Stock Option or
(b) one year after the date the Holder acquired the Stock by exercising the Incentive Stock Option.

(e) Incentive Stock Option Grants to 10% Stockholders. Notwithstanding anything to the contrary in this Section 7, if an Incentive Stock Option is granted to a Holder who owns stock representing more than ten percent of the voting power of all classes of stock of the Company or of a Subsidiary, the Option Period shall not exceed five years from the Date of Grant of such Option and the Option Price shall be at least 110 percent of the Fair Market Value (on the Date of Grant) of the Stock subject to the Option.

(f) $100,000 Per Year Limitation for Incentive Stock Options. To the extent the aggregate Fair Market Value (determined as of the Date of Grant) of Stock for which Incentive Stock Options are exercisable for the first time by any Participant during any calendar year (under all plans of the Company and its Subsidiaries) exceeds $100,000, such excess Incentive Stock Options shall be treated as Nonqualified Stock Options.

(g) Voluntary Surrender. The Committee may permit the voluntary surrender of all or any portion of any Nonqualified Stock Option issued pursuant to this
Section 7 and its corresponding SAR, if any, granted under the Plan to be conditioned upon the granting to the Holder of a new Option for the same or a different number of shares as the Option surrendered or require such voluntary surrender as a condition precedent to a grant of a new Option to such Participant. Such new Option shall be exercisable at an Option Price, during an Option Period, and in accordance with any other terms or conditions specified by the Committee at the time the new Option is granted, all determined in accordance with the provisions of the Plan without regard to the Option Price, Option Period, or any other terms and conditions of the Nonqualified Stock Option surrendered.

8. Stock Appreciation Rights

Any Option granted under the Plan may include SARs, either at the Date of Grant or, except in the case of an Incentive Stock Option, by subsequent amendment. The Committee also may award

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SARs to Eligible Persons independent of any Option. An SAR shall confer on the Holder thereof the right to receive in shares of Stock, cash or a combination thereof the value equal to the excess of the Fair Market Value of one share of Stock on the date of exercise over the Strike Price of the SAR, with respect to every share of Stock for which the SAR is granted. An SAR shall be subject to such terms and conditions not inconsistent with the Plan as the Committee shall impose, including, but not limited to, the following:

(a) Strike Price. The Strike Price per share of Stock for which an SAR is granted shall be set by the Committee at the time of grant, but (i) with respect to an SAR granted in connection with an Option the Strike Price shall be equal to the Option Price of such Option and (ii) with respect to an SAR granted independently of an Option, the Strike Price shall not be less than 85% of the Fair Market Value of a share of Stock at the Date of Grant.

(b) Vesting. SARs granted in connection with an Option shall become exercisable, be transferable and shall expire according to the same vesting schedule, transferability rules and expiration provisions as the corresponding Option. An SAR granted independently of an Option shall become exercisable, be transferable and shall expire in accordance with a vesting schedule, transferability rules and expiration provisions as established by the Committee and reflected in an Award Agreement.

(c) Automatic exercise. If on the last day of the Option Period (or in the case of an SAR granted independently of an Option, the period established by the Committee after which the SAR shall expire), the Fair Market Value of the Stock exceeds the Strike Price, the Holder has not exercised the SAR or the corresponding Option (if any), and neither the SAR nor the corresponding Option (if any), has expired, such SAR shall be deemed to have been exercised by the Holder on such last day and the Company shall make the appropriate payment therefor.

(d) Payment. Upon the exercise of an SAR, the Company shall pay to the Holder an amount equal to the number of shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one share of Stock on the exercise date over the Strike Price. The Company shall pay such excess in cash, in shares of Stock valued at Fair Market Value, or any combination thereof, as determined by the Committee. Fractional shares shall be settled in cash.

(e) Method of exercise. A Holder may exercise an SAR after such time as the SAR vests by filing an irrevocable written notice with the Committee or its designee, specifying the number of SARs to be exercised, and the date on which such SARs were awarded.

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(f) Expiration. Each SAR shall cease to be exercisable, as to any share of Stock, when the Holder exercises the SAR or exercises a related Option, with respect to such share of Stock. Except as otherwise provided, in the case of SARs granted in connection with Options, an SAR shall expire on a date designated by the Committee which is not later than ten years and one day after the Date of Grant of the SAR; provided, however, with respect to an SAR granted in connection with an Incentive Stock Option, the SAR shall expire on a date designated by the Committee which is not later than ten years after the Date of Grant of the SAR.

9. Performance Shares

(a) Award grants. The Committee is authorized to establish Performance Share programs to be effective over designated Award Periods determined by the Committee. The Committee may grant Awards of Performance Share Units to Eligible Persons in accordance with such Performance Share programs. Before or within 90 days after the beginning of each Award Period, the Committee will establish written Performance Goals based upon financial objectives for the Company for such Award Period and a schedule relating the accomplishment of the Performance Goals to the Awards to be earned by Participants. Performance Goals may include absolute or relative growth in earnings per share or rate of return on stockholders' equity or other measurement of corporate performance and may be determined on an individual basis or by categories of Participants. The Committee shall determine the number of Performance Share Units to be awarded, if any, to each Eligible Person who is selected to receive such an Award. The Committee may add new Participants to a Performance Share program after its commencement by making pro rata grants. Notwithstanding the above, following the date that the exemption from Section 162(m) of the Code described in Section 19 (or any other) exemption having similar effect cease to apply to Performance Unit Awards, with respect to such Performance Unit Awards intended to qualify a "performance-based compensation" under Section 162(m) of the Code,: (i) no more than 200,000 Performance Share Units may be awarded to any Eligible Person with respect to any Award Period and (ii) Performance Goals must be based on one or more of the following which may be expressed either on an absolute basis or relative to other companies selected by the Committee:

(i) return on capital, equity, or operating costs;

(ii) economic value added;

(iii) margins;

(iv) total stockholder return on market value;

(v) operating profit or net income;

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(vi) cash flow, earnings before interest and taxes, or earnings before interest, taxes and depreciation;

(vii) sales;

(viii) costs or expenses.

(b) Determination of Award. At the completion of a Performance Share Award Period, or at other times as specified by the Committee, the Committee shall calculate the number of shares of Stock earned with respect to each Participant's Performance Share Unit Award by multiplying the number of Performance Share Units granted to the Participant by a performance factor (which may be no greater than 50%) representing the degree of attainment of the Performance Goals.

(c) Payment of Performance Share Unit Awards. Performance Share Unit Awards shall be payable in that number of shares of Stock determined in accordance with Section 8(b); provided, however, that, at its discretion, the Committee may make payment to any Participant in the form of cash upon the specific request of such Participant. The amount of any payment made in cash shall be based upon the Fair Market Value of the Stock on the day prior to payment. Payments of Performance Share Unit Awards shall be made as soon as practicable after the completion of an Award Period.

(d) Adjustment of Performance Goals. The Committee may, during the Award Period, make such adjustments to Performance Goals as it may deem appropriate, to compensate for, or reflect, (i) extraordinary or non-recurring events experienced during an Award Period by the Company or by any other corporation whose performance is relevant to the determination of whether Performance Goals have been attained; (ii) any significant changes that may have occurred during such Award Period in applicable accounting rules or principles or changes in the Company's method of accounting or in that of any other corporation whose performance is relevant to the determination of whether an Award has been earned; or (iii) any significant changes that may have occurred during such Award Period in tax laws or other laws or regulations that alter or affect the computation of the measures of Performance Goals used for the calculation of Awards; provided, however, that following the date that the exemption from the application of Section 162(m) of the Code described in Section 19 herein (or any other exemption having similar effect) ceases to apply to Performance Unit Awards, with respect to such Performance Unit Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, such adjustment shall be made only to the extent that the Committee determines that such adjustments may be made without a loss of deductibility of the compensation includible with respect to such Award under Section 162(m) of the Code.

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10. Restricted Stock Awards and Phantom Stock Units

(a) Award of Restricted Stock and Phantom Stock Units.

(i) The Committee shall have the authority (1) to grant Restricted Stock and Phantom Stock Unit Awards, (2) to issue or transfer Restricted Stock to Eligible Persons, and (3) to establish terms, conditions and restrictions applicable to such Restricted Stock and Phantom Stock Units, including the Restricted Period, which may differ with respect to each grantee, the time or times at which Restricted Stock or Phantom Stock Units shall be granted or become vested and the number of shares or units to be covered by each grant.

(ii) The Holder of a Restricted Stock Award shall execute and deliver to the Company an Award Agreement with respect to the Restricted Stock setting forth the restrictions applicable to such Restricted Stock. If the Committee determines that the Restricted Stock shall be held in escrow rather than delivered to the Holder pending the release of the applicable restrictions, the Holder additionally shall execute and deliver to the Company (i) an escrow agreement satisfactory to the Committee, and (ii) the appropriate blank stock powers with respect to the Restricted Stock covered by such agreements. If a Holder shall fail to execute a Restricted Stock Award Agreement and, if applicable, an escrow agreement and stock powers, the Award shall be null and void. Subject to the restrictions set forth in Section 10(b), the Holder shall generally have the rights and privileges of a stockholder as to such Restricted Stock, including the right to vote such Restricted Stock. At the discretion of the Committee, cash dividends and stock dividends with respect to the Restricted Stock may be either currently paid to the Holder or withheld by the Company for the Holder's account, and interest may be paid on the amount of cash dividends withheld at a rate and subject to such terms as determined by the Committee. Cash dividends or stock dividends so withheld by the Committee shall not be subject to forfeiture.

(iii) Upon the Award of Restricted Stock, the Committee shall cause a Stock certificate registered in the name of the Holder to be issued and, if it so determines, deposited together with the Stock powers with an escrow agent designated by the Committee. If an escrow arrangement is used, the

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Committee shall cause the escrow agent to issue to the Holder a receipt evidencing any Stock certificate held by it registered in the name of the Holder.

(iv) No shares of Stock shall be issued at the time a Phantom Stock Unit Award is made, and the Company will not be required to set aside a fund for the payment of any such Award. Holders of Phantom Stock Units shall receive an amount equal to the cash dividends paid by the Company upon one share of Stock for each Phantom Stock Unit then credited to such Holder's account ("Dividend Equivalents"). The Committee shall, in its sole discretion, determine whether to credit to the account of, or to currently pay to, each Holder of an Award of Phantom Stock Units such Dividend Equivalents. Dividend Equivalents credited to a Holder's account shall be subject to forfeiture on the same basis as the related Phantom Stock Units, and may bear interest at a rate and subject to such terms as are determined by the Committee.

(b) Restrictions.

(i) Restricted Stock awarded to a Participant shall be subject to the following restrictions until the expiration of the Restricted Period, and to such other terms and conditions as may be set forth in the applicable Award Agreement: (1) if an escrow arrangement is used, the Holder shall not be entitled to delivery of the Stock certificate; (2) the shares shall be subject to the restrictions on transferability set forth in the Award Agreement; and (3) the shares shall be subject to forfeiture to the extent provided in subparagraph (d) and the Award Agreement and, to the extent such shares are forfeited, the Stock certificates shall be returned to the Company, and all rights of the Holder to such shares and as a shareholder shall terminate without further obligation on the part of the Company.

(ii) Phantom Stock Units awarded to any Participant shall be subject to (1) forfeiture until the expiration of the Restricted Period, to the extent provided in subparagraph (d) and the Award Agreement, and to the extent such Awards are forfeited, all rights of the Holder to such Awards shall terminate without further obligation on the part of the Company and (2) such other terms and conditions as may be set forth in the applicable Award agreement.

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(iii) The Committee shall have the authority to remove any or all of the restrictions on the Restricted Stock and Phantom Stock Units whenever it may determine that, by reason of changes in applicable laws or other changes in circumstances arising after the date of the Restricted Stock Award or Phantom Stock Award, such action is appropriate.

(c) Restricted Period. The Restricted Period of Restricted Stock and Phantom Stock Units shall commence on the Date of Grant and shall expire from time to time as to that part of the Restricted Stock and Phantom Stock Units indicated in a schedule established by the Committee and set forth in the written Award Agreement.

(d) Forfeiture Provisions. Except to the extent determined by the Committee and reflected in the underlying Award Agreement, in the event a Holder terminates employment with the Company during a Restricted Period for any reason, that portion of the Award with respect to which restrictions have not expired shall be completely forfeited to the Company.

(e) Delivery of Restricted Stock and Settlement of Phantom Stock Units. Upon the expiration of the Restricted Period with respect to any shares of Stock covered by a Restricted Stock Award, the restrictions set forth in Section 10(b) and the Award Agreement shall be of no further force or effect with respect to shares of Restricted Stock which have not then been forfeited. If an escrow arrangement is used, upon such expiration, the Company shall deliver to the Holder, or his beneficiary, without charge, the Stock certificate evidencing the shares of Restricted Stock which have not then been forfeited and with respect to which the Restricted Period has expired (to the nearest full share) and any cash dividends or Stock dividends credited to the Holder's account with respect to such Restricted Stock and the interest thereon, if any.

Upon the expiration of the Restricted Period with respect to any Phantom Stock Units covered by a Phantom Stock Unit Award, the Company shall deliver to the Holder, or his beneficiary, without charge, one share of Stock for each Phantom Stock Unit which has not then been forfeited and with respect to which the Restricted Period has expired ("Vested Unit") and cash equal to any Dividend Equivalents credited with respect to each such Vested Unit and the interest thereon, if any; provided, however, that, if so noted in the applicable Award Agreement, the Committee may, in its sole discretion, elect to pay cash or part cash and part Stock in lieu of delivering only Stock for Vested Units. If cash payment is made in lieu of delivering Stock, the amount of such payment shall be equal to the Fair Market Value of the Stock as of the date on which the Restricted Period lapsed with respect to such Vested Unit.

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(f) Stock Restrictions. Each certificate representing Restricted Stock awarded under the Plan shall bear the following legend until the end of the Restricted Period with respect to such Stock:

"Transfer of this certificate and the shares represented hereby is restricted pursuant to the terms of a Restricted Stock Agreement, dated as of _____, between West TeleServices Corporation and _____. A copy of such Agreement is on file at the offices of the Company at 9910 Maple Street, Omaha, Nebraska 68134-5500."

Stop transfer orders shall be entered with the Company's transfer agent and registrar against the transfer of legended securities.

11. Other Awards

The Committee may issue unrestricted Stock or any other Stock-based award under the Plan to Eligible Persons, alone or in tandem with other Awards, in such amounts and subject to such terms and conditions as the Committee shall from time to time in its sole discretion determine. Stock Bonus Awards under the Plan may be granted as, or in payment of, a bonus, or to provide incentives or recognize special achievements or contributions.

12. Automatic Grants of Stock Options to Non-Employee Directors

(a) Grants of Directors Stock Options. As of the Consummation Date, each Non-Employee Director shall be automatically granted a Nonqualified Stock Option to purchase 2,000 shares of Stock. Thereafter, on the date any person first becomes a Non-Employee Director, such person shall be automatically granted without further action by the Board or the Committee a Nonqualified Stock Option to purchase 2,000 shares of Stock. Thereafter, for the remainder of the term of the Plan and provided he remains a Non-Employee Director, on the date of each of the Company's annual meeting of stockholders, each Non-Employee Director shall be automatically granted without further action by the Board or the Committee a Nonqualified Stock Option to purchase 1,000 shares of Stock. All such Options granted to Non-Employee Directors shall hereinafter be referred to as Director Stock Options.

(b) Option Price; Vesting. All Director Stock Options shall have an Option Price per share equal to the Fair Market Value of a share of Stock on the Date of Grant; provided that Director Stock Options issued on or as of the Consummation Date shall have an Option Price equal to the IPO Price. Each grant of Director Stock Options shall vest and become exercisable on the first anniversary directly following the Date of Grant, subject to expiration under the circumstances described in Section 12(c).

(c) Term; Expiration. The term of each Non-Employee Director Option ("Term"), after which each such Option shall

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expire, shall be ten years from the Date of Grant. If prior to the expiration of the Term of a Director Stock Option, the Non-Employee Director shall cease to be a member of the Board for any reason other than his death or Disability, the Director Stock Option shall expire on the earlier of the expiration of the Term or the date that is three months after the date of such cessation. If prior to the expiration of the Term of a Director Stock Option a Non-Employee Director shall cease to be a member of the Board by reason of his death or Disability, the Director Stock Option shall expire on the earlier of the expiration of the Term or the date that is one year after the date of such cessation. Notwithstanding the above, the Board may in its discretion, accelerate the vesting of a Director Stock Option upon a Non-Employee Director's ceasing to be a member of the Board of under such circumstances as the Board shall determine. In the event a Non-Employee Director ceases to be a member of the Board for any reason, any unexpired Non-Employee Director Option shall thereafter be exercisable until its expiration only to the extent that such Option was exercisable at the time of such cessation.

(d) Director Stock Option Agreement. Each Director Stock Option shall be evidenced by a Director Stock Option Agreement, which shall contain such provisions as may be determined by the Committee.

(e) Nontransferability; Exclusive Grant. Subject to Section 14(k), Non- Employee Director Options shall not be transferable except by will or the laws of descent and distribution and shall be exercisable during the Non-Employee Director's lifetime only by him.

13. Non-Competition Provisions

(a) In addition to such other conditions as may be established by the Committee, in consideration of the granting of Awards under the terms of this Plan, the Committee, in its discretion, may include non-competition provisions in the applicable Award Agreement.

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14. General

(a) Additional Provisions of an Award. Awards under the Plan also may be subject to such other provisions (whether or not applicable to the benefit awarded to any other Participant) as the Committee determines appropriate including, without limitation, provisions to assist the Participant in financing the purchase of Stock upon the exercise of Options, provisions for the forfeiture of or restrictions on resale or other disposition of shares of Stock acquired under any Award, provisions giving the Company the right to repurchase shares of Stock acquired under any Award in the event the Participant elects to dispose of such shares, and provisions to comply with Federal and state securities laws and Federal and state tax withholding requirements. Any such provisions shall be reflected in the applicable Award agreement.

(b) Privileges of Stock Ownership. Except as otherwise specifically provided in the Plan, no person shall be entitled to the privileges of stock ownership in respect of shares of Stock which are subject to Awards hereunder until such shares have been issued to that person.

(c) Government and Other Regulations. The obligation of the Company to make payment of Awards in Stock or otherwise shall be subject to all applicable laws, rules, and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell and shall be prohibited from offering to sell or selling any shares of Stock pursuant to an Award unless such shares have been properly registered for sale pursuant to the Securities Act with the Securities and Exchange Commission or unless the Company has received an opinion of counsel, satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the shares of Stock to be offered or sold under the Plan. If the shares of Stock offered for sale or sold under the Plan are offered or sold pursuant to an exemption from registration under the Securities Act, the Company may restrict the transfer of such shares and may legend the Stock certificates representing such shares in such manner as it deems advisable to ensure the availability of any such exemption.

(d) Tax Withholding. Notwithstanding any other provision of the Plan, the Company or a Subsidiary, as appropriate, shall have the right to deduct from all Awards cash and/or Stock, valued at Fair Market Value on the date of payment, in an amount necessary to satisfy all Federal, state or local taxes as required by law to be withheld with respect to such Awards and, in the case of Awards paid in Stock, the Holder or other person

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receiving such Stock may be required to pay to the Company prior to delivery of such Stock, the amount of any such taxes which the Company is required to withhold, if any, with respect to such Stock. Subject in particular cases to the disapproval of the Committee, the Company may accept shares of Stock of equivalent Fair Market Value in payment of such withholding tax obligations if the Holder of the Award elects to make payment in such manner.

(e) Claim to Awards and Employment or Service Rights. No employee or other person shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for a grant of any other Award. Neither the Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ or service of the Company.

(f) Designation and Change of Beneficiary. Each Participant may file with the Committee a written designation of one or more persons as the beneficiary who shall be entitled to receive the rights or amounts payable with respect to an Award due under the Plan upon his death. A Participant may, from time to time, revoke or change his beneficiary designation without the consent of any prior beneficiary by filing a new designation with the Committee. The last such designation received by the Committee shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Committee prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by the Participant, the beneficiary shall be deemed to be his or her spouse or, if the Participant is unmarried at the time of death, his or her estate.

(g) Payments to Persons Other Than Participants. If the Committee shall find that any person to whom any amount is payable under the Plan is unable to care for his affairs because of illness or accident, or is a minor, or has died, then any payment due to such person or his estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to his spouse, child, relative, an institution maintaining or having custody of such person, or any other person deemed by the Committee to be a proper recipient on behalf of such person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(h) No Liability of Committee Members. No member of the Committee shall be personally liable by reason of any contract or other instrument executed by such member or on his behalf in his capacity as a member of the Committee nor for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each member of the Committee and each other employee, officer or director of the Company to whom any duty or

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power relating to the administration or interpretation of the Plan may be allocated or delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim) arising out of any act or omission to act in connection with the Plan unless arising out of such person's own fraud or willful bad faith; provided, however, that approval of the Board shall be required for the payment of any amount in settlement of a claim against any such person. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Articles of Incorporation or By-Laws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

(i) Governing law. The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof.

(j) Funding. No provision of the Plan shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Company maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Holders shall have no rights under the Plan other than as unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other employees under general law.

(k) Nontransferability. A person's rights and interest under the Plan, including amounts payable, may not be sold, assigned, donated, or transferred or otherwise disposed of, mortgaged, pledged or encumbered except, in the event of a Holder's death, to a designated beneficiary to the extent permitted by the Plan, or in the absence of such designation, by will or the laws of descent and distribution; provided, however, the Committee may, in its sole discretion, allow in an Award Agreement for transfer of Awards other than Incentive Stock Options to other persons or entities.

(l) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in relying, acting or failing to act, and shall not be liable for having so relied, acted or failed to act in good faith, upon any report made by the independent public accountant of the Company and its Subsidiaries and upon any other information furnished in connection with the Plan by any person or persons other than himself.

(m) Relationship to Other Benefits. No payment under the Plan shall be taken into account in determining any benefits

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under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company except as otherwise specifically provided in such other plan.

(n) Expenses. The expenses of administering the Plan shall be borne by the Company.

(o) Pronouns. Masculine pronouns and other words of masculine gender shall refer to both men and women.

(p) Titles and Headings. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings shall control.

15. Changes in Capital Structure

Awards granted under the Plan and any Award Agreements shall be subject to equitable adjustment or substitution, as determined by the Committee in its sole discretion, as to the number, price or kind of a share of Stock or other consideration subject to such Awards (i) in the event of changes in the outstanding Common Stock or in the capital structure of the Company by reason of stock dividends, stock splits, reverse stock splits, recapitalizations, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the Date of Grant of any such Award, (ii) in the event of any change in applicable laws or any change in circumstances which results in or would result in any substantial dilution or enlargement of the rights granted to, or available for, Participants in the Plan, or (iii) upon the occurrence of any other event which otherwise warrants equitable adjustment because it interferes with the intended operation of the Plan. In addition, in the event of any such corporate or other event, the aggregate number of shares of Stock available under the Plan and the maximum number of shares of Stock with respect to which any one person may be granted in connection with Awards during any year shall be appropriately adjusted by the Committee, whose determination shall be conclusive. Following the date that the exemption from the application of Section 162(m) of the Code expires, as set forth in Section 19 herein, with respect to Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, such adjustments or substitutions shall be made only to the extent that the Committee determines that such adjustments or substitutions may be made without a loss of deductibility for such Awards under Section 162(m) of the Code. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

Notwithstanding the above, in the event of any of the following:

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A. The Company is merged or consolidated with another corporation or entity and, in connection therewith, consideration is received by shareholders of the Company in a form other than stock or other equity interests of the surviving entity;

B. All or substantially all of the assets of the Company are acquired by another person;

C. The reorganization or liquidation of the Company; or

D. The Company shall enter into a written agreement to undergo an event described in clauses A, B or C above,

then the Committee may, in its sole discretion and upon at least 10 days advance notice to the affected persons, cancel any outstanding Awards and pay to the Holders thereof, in cash, the value of such Awards based upon the price per share of Stock received or to be received by other shareholders of the Company in the event. The terms of this Section 15 may be varied by the Committee in any particular Award agreement.

16. Change in Control

Except to the extent stated otherwise in any individual Award Agreement, upon the occurrence of a Change in Control (i) all outstanding Options and freestanding SARs shall become immediately exercisable in full, (ii) all restrictions with respect to outstanding shares of Restricted Stock shall lapse,
(iii) all outstanding Phantom Stock Units will be immediately converted into shares of Stock, or cash equivalents at the discretion of the Committee, and paid out to such Holders, and (iv) the Committee will make a determination on the degree of achievement of all Performance Goals with respect to outstanding Performance Share Units and shall make such payments with respect thereto as it deems appropriate.

17. Nonexclusivity of the Plan

Neither the adoption of this Plan by the Board nor the submission of this Plan to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of stock options otherwise than under this Plan, and such arrangements may be either applicable generally or only in specific cases.

18. Amendment and Termination

The Board may at any time terminate the Plan. With the express written consent of an individual Participant, the Board

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or the Committee may cancel or reduce or otherwise alter outstanding Awards. The Board or the Committee may, at any time, or from time to time, amend or suspend and, if suspended, reinstate, the Plan in whole or in part; provided that any such amendment shall be contingent on obtaining the approval of the shareholders of the Company if the Committee determines that such approval is necessary to comply with any requirement of law or rule of any stock exchange on which the Company's equity securities are traded, or in order for Awards to qualify for an exception from Section 162(m) of the Code.

19. Effect of Section 162(m) of the Code

The Plan, and all Awards issued thereunder, are intended to be exempt from the application of Section 162(m) of the Code, which restricts under certain circumstances the Federal income tax deduction for compensation paid by a public company to named executives in excess of $1 million per year. As of the Plan's effective date, the exemption is based on Treasury Regulation Section 1.162-27(f), which generally exempts from the application of Section 162(m) of the Code compensation paid pursuant to a plan that existed before a company becomes publicly held. Under such Treasury Regulation, this exemption is available to the Plan for the duration of the period that lasts until the earlier of (i) the expiration or material modification of the Plan, (ii) the exhaustion of the maximum number of shares of Stock available for Awards under the Plan, as set forth in Section 5(a), or (iii) the first meeting of shareholders at which directors are to be elected that occurs after the close of the third calendar year following the calendar year in which the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act. The Committee may, without shareholder approval, amend the Plan retroactively and/or prospectively to the extent it determines necessary in order to comply with any subsequent clarification of Section 162(m) of the Code required to preserve the Company's Federal income tax deduction for compensation paid pursuant to the Plan. To the extent that the Committee determines as of the Date of Grant of an Award that (i) the Award is intended to comply with Section 162(m) of the Code and (ii) the exemption described above is no longer available with respect to such Award, such Award shall not be effective until any stockholder approval required under Section 162(m) of the Code has been obtained.

* * *

As adopted by the Board of Directors of
West TeleServices Corporation
September 24, 1996

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into effective the 1st day of January, 1996, between West Telemarketing Corporation a Delaware corporation ("Employer") and TOM BARKER ("Employee").

RECITALS

A. WHEREAS, Employer and Employee have agreed to certain terms and conditions of employment between the parties; and

B. WHEREAS, the parties desire to enter into this Agreement to memorialize the terms and conditions of the employment relationship and any prior and existing employment agreement(s) between the parties.

NOW THEREFORE, the parties agree as follows;

1. Employment. Employer agrees to employ Employee in his capacity as PRESIDENT AND COO of Employer. Employer may also direct Employee to perform such duties for West Telemarketing Corporation Outbound and West Interactive Corporation and other entities which now are, or in the future may be, affiliated with Employer (the "Affiliates"), subject to the limitation that Employees total time commitment shall be consistent with that normally expected of similarly situated executive level employees. Employee shall serve Employer and the Affiliates faithfully, diligently and to the best of his ability. Employee agrees during the term of this Agreement to devote his best efforts, attention, energy and skill to the performance of his employment and/or consulting duties and to furthering the interest of Employer and the Affiliates.

2. Term of Employment. Employee's employment under this Agreement shall commence effective the 1st day of January, 1996, and shall continue for a period of two years unless terminated or renewed under the provisions of Paragraph 6 below.

a) Unless terminated pursuant to paragraph 6(a), the term of employment shall be extended by one year at the end of each successive year so that at the beginning of each successive year the term of this Agreement will be two years.

3. Compensation. Employer shall pay Employee as set forth in Exhibit A attached hereto and incorporated herein as is fully set forth in this paragraph. Employee may receive additional discretionary bonuses as determined by the Board of Directors of Employer in its sole discretion provided nothing contained herein shall be construed as a commitment by the corporation to declare or pay any such bonuses.

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4. Benefits. In addition to the compensation provided for in Paragraph 3 above, Employer will provide Employee with employment benefits commensurate to those received by other executive level employees of Employer during the term of this Agreement.

5. Other Activities. Employee shall devote substantially all of his working time and efforts during the Company's normal business hours to the business and affairs of the Company and to the duties and responsibilities assigned to him pursuant to this Agreement. Employee may devote a reasonable amount of his time to civic, community or charitable activities. Employee in all events shall be free to invest his assets in such manner as will not require any substantial services by Employee in the conduct of the businesses or affairs of the entities or in the management of the assets in which such investments are made.

6. Term and Termination. The termination of this Agreement shall be governed by the following:

a) The term of this Agreement shall be for the period set out in paragraph 2 unless earlier terminated in one of the following ways:

(1) Death. This Agreement shall immediately terminate upon the death
of Employee.

(2) For Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time for "cause." For purposes of this paragraph, "cause" shall be deemed to exist if, and only if, the CEO and COO of Employer, in good faith, determine that Employee has engaged, during the performance of his duties hereunder, in significant objective acts or omissions constituting dishonesty, willful misconduct or gross negligence relating to the business of Employer.

(3) Without Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time without cause.

(4) Resignation. Employee, upon written notice to Employer, may resign from the employment of Employer at any time.

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(b) Accrued Compensation on Termination. In the event of termination of the Agreement, Employee shall be entitled to receive:

(1) salary earned prior to and including the date of termination;

(2) any bonus earned as of the end of the month immediately preceding the date of termination; and

(3) all benefits, if any, which have vested as of the date of termination.

7. Consulting.
(a) In the event of termination of employment pursuant to paragraph
6(a) (3) or 6(a)(4) above, Employer and Employee agree that Employee shall, for a minimum period of twenty-four (24) months from the date of termination serve as a consultant to Employer.

(b) In the event of termination pursuant to paragraph 6(a)(2), Employer and Employee agree that Employer may, at its sole option, elect to retain the services of Employee as a consultant for a period of twenty-four (24) months from the date of termination and that Employee will serve as a consultant to Employer if Employer so elects.

c) During any period of consulting, Employee shall be acting as an independent contractor. As part of the consulting services, Employee agrees to provide certain services to Employer, including, but not limited to, the following:

(1) oral and written information with reference to continuing programs and new programs which were developed or under development under the supervision of Employee;

(2) meeting with officers and managers of Employer to discuss and review programs and to make recommendations;

(3) analysis, opinion and information regarding the effectiveness and public acceptance of their programs.

d) During the consulting period, Employee shall continue to receive, as compensation for his consulting, the annualized salary set forth in Exhibit A. No bonus of any kind will be paid during any period of consulting.

e) Employee hereby agrees that during any period of consulting, he will devote his full attention, energy and skill to the performance of

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his duties and to furthering the interest of Employer and the affiliates, which shall include, and Employee acknowledges, a fiduciary duty and obligation to Employer. Employee acknowledges that this prohibition includes, but is not necessarily limited to, a preclusion from any other employment or consulting by Employee during the consulting period except pursuant to paragraph 7(f) hereafter.

f) During the term of this Agreement, including any period of consulting, Employee shall not, singly, jointly, or as a member, employer or agent of any partnership, or as an officer, agent, employee, director, stockholder or investor of any other corporation or entity, or in any other capacity, engage in any business endeavors of any kind or nature whatsoever, other than those of Employer or its Affiliates without the express written consent of Employer, provided, however, that Employee may own stock in a publicly traded corporation. Employee agrees that Employer may in its sole discretion give or withhold its consent and understands that Employer's consent will not be unreasonably withheld if the following conditions are met:

(1) Employee's intended employment will not interfere in Employer's opinion with Employee's duties and obligations as a consultant, including the fiduciary duty assumed hereunder; and

(2) Employee's intended employment or activity would not, in the opinion of Employer, place Employee in a situation where confidential information of Employer or its Affiliates known to Employee may benefit Employee's new employer; and

(3) Employee's new employment will not, in Employer's opinion, result, directly or indirectly, in competition with Employer or its Affiliates, then or in the future.

g) Notwithstanding any provisions in this Agreement to the contrary, the provisions of paragraph 7 shall survive the termination of this Agreement.

h) Employer shall reimburse Employee for all reasonable expenses incurred by Employee in furtherance of his consulting duties pursuant to this Agreement provided the expenses are pre-approved by Employer.

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i) Benefits During Consulting Period. Employee and his dependents shall be entitled to continue their participation in all benefit plans in effect on the date of Employee's termination from employment during the period of consulting, under the same terms and conditions and at the same net cost to Employee as when employed by Employer unless Employee accepts new employment during the consulting term in accordance with paragraph 7 above, in which event all benefits will cease, at Employer's option, when the new employment is accepted by Employee.

8. Confidential Information. In the course of Employee's employment, Employee will be provided with certain information, technical data and know-how regarding the business of Employer and its Affiliates and their products, all of which is confidential (hereinafter referred to as "Confidential Information"). Employee agrees to receive, hold and treat all confidential information received from Employer and its Affiliates as confidential and secret and agrees to protect the secrecy of said Confidential Information. Employee agrees that the Confidential Information will be disclosed only to those persons who are required to have such knowledge in connection with their work for Employer and that such Confidential Information will not be disclosed to others without the prior written consent of the Employer. The provisions hereof shall not be applicable to: (a) information which at the time of disclosure to Employee is a matter of public knowledge; or (b) information which, after disclosure to Employee, becomes public knowledge other than through a breach of this Agreement. Unless the Confidential Information shall be of the type herein before set forth, Employee shall not use such Confidential Information for his own benefit or for a third party's or parties' benefit at any time. Upon termination of employment, Employee will return all books, records and other materials provided to or acquired by Employee during the course of employment which relate in any way to Employer or its business. The obligations imposed upon Employee by this paragraph shall survive the expiration or termination of this Agreement.

9. Covenant Not to Compete. Notwithstanding any other provision of this Agreement to the contrary, Employee covenants and agrees that for the period of one (1) year following termination of his employment with Employer for any reason he will not:

a) directly or indirectly, for himself, or as agent of, or on behalf of, or in connection with, any person, firm, association or corporation, engage in any business competing directly for the customers, prospective customers or accounts of the Employer or any of its Affiliates with whom Employee had contact or about whom Employee learned during the course of his employment with Employer and during the one (1) year immediately preceding the end of his employment.

b) induce or attempt to induce any person employed by Employer or any of its Affiliates, in any capacity, at the time of the termination of Employee's

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service with Employer, to leave his employment, agency directorship or office with Employer or the Affiliate.

c) induce or attempt to induce any customer of Employer or any of its Affiliates to terminate or change in any way its business relationship with Employer or the Affiliate.

Employee agrees the knowledge and information gained by him in the performance of his duties would be valuable to those who are now, or might become, competitors of the Employer or its Affiliates and that the business of Employer and its Affiliates by its nature, covers at least the entire United States of America and Canada. In the event these covenants not to compete are held, in any respect, to be an unreasonable restriction upon the Employee, the Court so holding may reduce the territory, or time, to which it pertains or otherwise reasonably modify the covenant to the extent necessary to render this covenant enforceable by said Court for the reasonable protection of Employer and its Affiliates. The obligations imposed upon Employee by this paragraph are severable from, and shall survive the expiration or termination of, this Agreement.

10. Developments.

a) Employee will make full and prompt disclosure to Employer of all inventions, improvements, discoveries, methods, developments, software and works of authorship, whether patentable or not, which are created, made, conceived, reduced to practice by Employee or under his direction or jointly with others during his employment by Employer, whether or not during normal working hours or on the premises of Employer which relate to the business of Employer as conducted from time to time (all of which are collectively referred to in this Agreement as "Developments").

b) Employee agrees to assign, and does hereby assign, to Employer (or any person or entity designated by Employer) all of his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications.

c) Employee agrees to cooperate fully with Employer, both during and after his employment with Employer, with respect to the procurement, maintenance and enforcement of copyrights and patents (both in the United States and foreign countries) relating to Developments. Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment or priority rights, and powers of attorney, which Employer may deem necessary or desirable in order to protect its rights and interest in any Developments.

11. Injunction and Other Relief. Both parties hereto recognize that the services to be rendered under this Agreement by Employee are special, unique and of extraordinary

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character, and that in the event of the breach of Employee of the terms and conditions of this Agreement to be performed by him, or in the event Employee performs services for any person, firm or corporation engaged in the competing line of business with Employer as provided in Paragraph 9, or if Employee shall breach the provisions of this Agreement with respect to Confidential Information or consulting services, then Employer shall be entitled, if it so elects, in addition to all other remedies available to it under this Agreement or at law or in equity to affirmative injunctive relief.

12. Severability. In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof. In the event any court would invalidate or fail to enforce any provision of Paragraph 7 and or Paragraph 9 of this Agreement, Employee shall return any sums paid to Employee by Employer pursuant to the consulting provision in paragraph 7 hereof.

13. Governing Law. This Agreement shall be governed by the laws of the **State of Nebraska.**

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of Employee by Employer and supersedes all prior understandings, arrangements and agreements, whether oral or written, including without limitation, any existing employment agreement, and may not be amended except by a writing signed by the parties hereto.

15. Notice. Notices to Employer under this Agreement shall be in writing and sent by registered mail, return receipt requested, at the following address:

President - West Telemarketing Corporation 9910 Maple Street
Omaha, Nebraska 68134

16. Miscellaneous. Employee acknowledges that:

a) He has consulted with or had an opportunity to consult with an attorney of Employee's choosing regarding this Agreement.

b) He will receive substantial and adequate consideration for his obligations under this Agreement.

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c) He believes the obligations, terms and conditions hereof are reasonable and necessary for the protectable interests of Employer and are enforceable.

d) This Agreement contains restrictions on his post-employment activities.

IN WITNESS WHEREOF, Employer has, by its appropriate officers, executed this Agreement and Employee has executed this Agreement as of the day and year first above written.

WEST TELEMARKETING CORPORATION,
Employer

By: /s/ Troy L. Eaden
Its: Chief Executive Officer

/s/ Thomas Barker

Thomas Barker , Employee

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WEST TELEMARKETING

MEMORANDUM

TO: Tom Barker
FROM: Troy Eaden
DATE: February 1, 1996

SUBJECT: 1996 Compensation Plan - Exhibit A Tom, your Compensation Plan will be as follows:
1) Your base salary will be $200,000. This will be reviewed on an annual basis in accordance with the consumer price index. A rise in the CPI index does not guarantee an increase in salary.
2) Beginning 1/1/96, you will be eligible to receive a quarterly performance bonus based on each quarter's growth of revenue and profits. The bonus will be calculated by multiplying quarterly growth in profits times the corresponding growth participating factor from the table below.

Revenue Growth	Profit Growth Participation
0 - 10%	0
10.01 - 15	2.0
15.01 - 16	3.5
16.01 - 17	3.6
17.01 - 18	3.7
18.01 - 19	3.8
19.01 - 20	3.9
20.01 - 21	4.0
21.01 - 22	4.2
22.01 - 23	4.4
23.01 - 24	4.6
24.01 - 25	4.8
25.01 - 26	5.0
26.01 - 27	5.2
27.01 - 28	5.4
28.01 - 29	5.6
29.01 - 30	5.8
over 30%	6.0

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As an example, if revenue for the first quarter of the calendar year increases by 22% compared to the same period of the previous year, and pre-tax profits increase by $1,500,000, you would earn a bonus of $63,000.

A quarterly bonus will be earned when quarterly revenue growth for the period is greater than 10% as compared to the same period of the previous year. A negative pre-tax profit differential will result in a "loss-carry forward" to be applied to the next quarter's bonus calculation.

Note: All quarterly bonuses will be paid within 30 days after the end of each quarter.

3) Beginning in 1997, you will be eligible to receive an additional annual bonus if certain minimum revenue and profit thresholds are achieved. The targeted revenue and profit goals, with their corresponding bonus, are outlined below. The annual bonus will be paid no later than January 31st of the following year.

Year	Revenue Target	Min. Pre. Tax Profit	Bonus
1997	$375,000,000	15%	$ 250,000
1998	$435,000,000	15%	$ 500,000
1999	$515,000,000	15%	$ 750,000
2000	$600,000,000	15%	$1,000,000

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into effective the 1st day of January, 1996, between West Telemarketing Corporation a Delaware corporation ("Employer") and MICHAEL A. MICEK ("Employee").

RECITALS

A. WHEREAS, Employer and Employee have agreed to certain terms and conditions of employment between the parties; and

B. WHEREAS, the parties desire to enter into this Agreement to memorialize the terms and conditions of the employment relationship and any prior and existing employment agreement(s) between the parties.

NOW THEREFORE, the parties agree as follows;

1. Employment. Employer agrees to employ Employee in his capacity as CHIEF FINANCIAL OFFICER of Employer. Employer may also direct Employee to perform such duties for West Telemarketing Corporation Outbound and West Interactive Corporation and other entities which now are, or in the future may be, affiliated with Employer (the "Affiliates"), subject to the limitation that Employees total time commitment shall be consistent with that normally expected of similarly situated executive level employees. Employee shall serve Employer and the Affiliates faithfully, diligently and to the best of his ability. Employee agrees during the term of this Agreement to devote his best efforts, attention, energy and skill to the performance of his employment and/or consulting duties and to furthering the interest of Employer and the Affiliates.

2. Term of Employment. Employee's employment under this Agreement shall commence effective the 1st day of January, 1996, and shall continue for a period of two years unless terminated or renewed under the provisions of Paragraph 6 below.

(a) Unless terminated pursuant to paragraph 6(a), the term of employment shall be extended by one year at the end of each successive year so that at the beginning of each successive year the term of this Agreement will be two years.

3. Compensation. Employer shall pay Employee as set forth in Exhibit A attached hereto and incorporated herein as is fully set forth in this paragraph. Employee may receive additional discretionary bonuses as determined by the Board of Directors of Employer in its sole discretion provided nothing contained herein shall be construed as a commitment by the corporation to declare or pay any such bonuses.

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4. Benefits. In addition to the compensation provided for in Paragraph 3 above, Employer will provide Employee with employment benefits commensurate to those received by other executive level employees of Employer during the term of this Agreement.

5. Other Activities. Employee shall devote substantially all of his working time and efforts during the Company's normal business hours to the business and affairs of the Company and to the duties and responsibilities assigned to him pursuant to this Agreement. Employee may devote a reasonable amount of his time to civic, community or charitable activities. Employee in all events shall be free to invest his assets in such manner as will not require any substantial services by Employee in the conduct of the businesses or affairs of the entities or in the management of the assets in which such investments are made.

6. Term and Termination. The termination of this Agreement shall be governed by the following:

(a) The term of this Agreement shall be for the period set out in paragraph 2 unless earlier terminated in one of the following ways:

(1) Death. This Agreement shall immediately terminate upon the death **of Employee.**

(2) For Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time for "cause." For purposes of this paragraph, "cause" shall be deemed to exist if, and only if, the CEO and COO of Employer, in good faith, determine that Employee has engaged, during the performance of his duties hereunder, in significant objective acts or omissions constituting dishonesty, willful misconduct or gross negligence relating to the business of Employer.

(3) Without Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time without cause.

(4) Resignation. Employee, upon written notice to Employer, may resign from the employment of Employer at any time.

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(b) Accrued Compensation on Termination. In the event of termination of the Agreement, Employee shall be entitled to receive:

(1) salary earned prior to and including the date of termination;

(2) any bonus earned as of the end of the month immediately preceding the date of termination; and

(3) all benefits, if any, which have vested as of the date of termination.

7. Consulting.
(a) In the event of termination of employment pursuant to paragraph
6(a) (3) or 6(a)(4) above, Employer and Employee agree that Employee shall, for a minimum period of twenty-four (24) months from the date of termination serve as a consultant to Employer.

(b) In the event of termination pursuant to paragraph 6(a)(2), Employer and Employee agree that Employer may, at its sole option, elect to retain the services of Employee as a consultant for a period of twenty-four (24) months from the date of termination and that Employee will serve as a consultant to Employer if Employer so elects.

c) During any period of consulting, Employee shall be acting as an independent contractor. As part of the consulting services, Employee agrees to provide certain services to Employer, including, but not limited to, the following:

(1) oral and written information with reference to continuing programs and new programs which were developed or under development under the supervision of Employee;

(2) meeting with officers and managers of Employer to discuss and review programs and to make recommendations;

(3) analysis, opinion and information regarding the effectiveness and public acceptance of their programs.

d) During the consulting period, Employee shall continue to receive, as compensation for his consulting, the annualized salary set forth in Exhibit A. No bonus of any kind will be paid during any period of consulting.

e) Employee hereby agrees that during any period of consulting, he will devote his full attention, energy and skill to the performance of

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his duties and to furthering the interest of Employer and the affiliates, which shall include, and Employee acknowledges, a fiduciary duty and obligation to Employer. Employee acknowledges that this prohibition includes, but is not necessarily limited to, a preclusion from any other employment or consulting by Employee during the consulting period except pursuant to paragraph 7(f) hereafter.

f) During the term of this Agreement, including any period of consulting, Employee shall not, singly, jointly, or as a member, employer or agent of any partnership, or as an officer, agent, employee, director, stockholder or investor of any other corporation or entity, or in any other capacity, engage in any business endeavors of any kind or nature whatsoever, other than those of Employer or its Affiliates without the express written consent of Employer, provided, however, that Employee may own stock in a publicly traded corporation. Employee agrees that Employer may in its sole discretion give or withhold its consent and understands that Employer's consent will not be unreasonably withheld if the following conditions are met:

(1) Employee's intended employment will not interfere in Employer's opinion with Employee's duties and obligations as a consultant, including the fiduciary duty assumed hereunder; and

(2) Employee's intended employment or activity would not, in the opinion of Employer, place Employee in a situation where confidential information of Employer or its Affiliates known to Employee may benefit Employee's new employer; and

(3) Employee's new employment will not, in Employer's opinion, result, directly or indirectly, in competition with Employer or its Affiliates, then or in the future.

g) Notwithstanding any provisions in this Agreement to the contrary, the provisions of paragraph 7 shall survive the termination of this Agreement.

h) Employer shall reimburse Employee for all reasonable expenses incurred by Employee in furtherance of his consulting duties pursuant to this Agreement provided the expenses are pre-approved by Employer.

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i) Benefits During Consulting Period. Employee and his dependents shall be entitled to continue their participation in all benefit plans in effect on the date of Employee's termination from employment during the period of consulting, under the same terms and conditions and at the same net cost to Employee as when employed by Employer unless Employee accepts new employment during the consulting term in accordance with paragraph 7 above, in which event all benefits will cease, at Employer's option, when the new employment is accepted by Employee.

8. Confidential Information. In the course of Employee's employment, Employee will be provided with certain information, technical data and know-how regarding the business of Employer and its Affiliates and their products, all of which is confidential (hereinafter referred to as "Confidential Information"). Employee agrees to receive, hold and treat all confidential information received from Employer and its Affiliates as confidential and secret and agrees to protect the secrecy of said Confidential Information. Employee agrees that the Confidential Information will be disclosed only to those persons who are required to have such knowledge in connection with their work for Employer and that such Confidential Information will not be disclosed to others without the prior written consent of the Employer. The provisions hereof shall not be applicable to: (a) information which at the time of disclosure to Employee is a matter of public knowledge; or (b) information which, after disclosure to Employee, becomes public knowledge other than through a breach of this Agreement. Unless the Confidential Information shall be of the type herein before set forth, Employee shall not use such Confidential Information for his own benefit or for a third party's or parties' benefit at any time. Upon termination of employment, Employee will return all books, records and other materials provided to or acquired by Employee during the course of employment which relate in any way to Employer or its business. The obligations imposed upon Employee by this paragraph shall survive the expiration or termination of this Agreement.

9. Covenant Not to Compete. Notwithstanding any other provision of this Agreement to the contrary, Employee covenants and agrees that for the period of one (1) year following termination of his employment with Employer for any reason he will not:

a) directly or indirectly, for himself, or as agent of, or on behalf of, or in connection with, any person, firm, association or corporation, engage in any business competing directly for the customers, prospective customers or accounts of the Employer or any of its Affiliates with whom Employee had contact or about whom Employee learned during the course of his employment with Employer and during the one (1) year immediately preceding the end of his employment.

b) induce or attempt to induce any person employed by Employer or any of its Affiliates, in any capacity, at the time of the termination of Employee's

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service with Employer, to leave his employment, agency directorship or office with Employer or the Affiliate.

c) induce or attempt to induce any customer of Employer or any of its Affiliates to terminate or change in any way its business relationship with Employer or the Affiliate.

Employee agrees the knowledge and information gained by him in the performance of his duties would be valuable to those who are now, or might become, competitors of the Employer or its Affiliates and that the business of Employer and its Affiliates by its nature, covers at least the entire United States of America and Canada. In the event these covenants not to compete are held, in any respect, to be an unreasonable restriction upon the Employee, the Court so holding may reduce the territory, or time, to which it pertains or otherwise reasonably modify the covenant to the extent necessary to render this covenant enforceable by said Court for the reasonable protection of Employer and its Affiliates. The obligations imposed upon Employee by this paragraph are severable from, and shall survive the expiration or termination of, this Agreement.

10. Developments.

a) Employee will make full and prompt disclosure to Employer of all inventions, improvements, discoveries, methods, developments, software and works of authorship, whether patentable or not, which are created, made, conceived, reduced to practice by Employee or under his direction or jointly with others during his employment by Employer, whether or not during normal working hours or on the premises of Employer which relate to the business of Employer as conducted from time to time (all of which are collectively referred to in this Agreement as "Developments").

b) Employee agrees to assign, and does hereby assign, to Employer (or any person or entity designated by Employer) all of his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications.

c) Employee agrees to cooperate fully with Employer, both during and after his employment with Employer, with respect to the procurement, maintenance and enforcement of copyrights and patents (both in the United States and foreign countries) relating to Developments. Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment or priority rights, and powers of attorney, which Employer may deem necessary or desirable in order to protect its rights and interest in any Developments.

11. Injunction and Other Relief. Both parties hereto recognize that the services to be rendered under this Agreement by Employee are special, unique and of extraordinary

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character, and that in the event of the breach of Employee of the terms and conditions of this Agreement to be performed by him, or in the event Employee performs services for any person, firm or corporation engaged in the competing line of business with Employer as provided in Paragraph 9, or if Employee shall breach the provisions of this Agreement with respect to Confidential Information or consulting services, then Employer shall be entitled, if it so elects, in addition to all other remedies available to it under this Agreement or at law or in equity to affirmative injunctive relief.

12. Severability. In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof. In the event any court would invalidate or fail to enforce any provision of Paragraph 7 and or Paragraph 9 of this Agreement, Employee shall return any sums paid to Employee by Employer pursuant to the consulting provision in paragraph 7 hereof.

13. Governing Law. This Agreement shall be governed by the laws of the **State of Nebraska.**

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of Employee by Employer and supersedes all prior understandings, arrangements and agreements, whether oral or written, including without limitation, any existing employment agreement, and may not be amended except by a writing signed by the parties hereto.

15. Notice. Notices to Employer under this Agreement shall be in writing and sent by registered mail, return receipt requested, at the following address:

President - West Telemarketing Corporation 9910 Maple Street
Omaha, Nebraska 68134

16. Miscellaneous. Employee acknowledges that:

a) He has consulted with or had an opportunity to consult with an attorney of Employee's choosing regarding this Agreement.

b) He will receive substantial and adequate consideration for his obligations under this Agreement.

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c) He believes the obligations, terms and conditions hereof are reasonable and necessary for the protectable interests of Employer and are enforceable.

d) This Agreement contains restrictions on his post-employment activities.

IN WITNESS WHEREOF, Employer has, by its appropriate officers, executed this Agreement and Employee has executed this Agreement as of the day and year first above written.

WEST TELEMARKETING CORPORATION,
Employer

By: /s/ Troy L. Eaden

Its: Chief Executive Officer

/s/ Michael A. Micek

Michael A. Micek, Employee

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EXHIBIT A

SALARY: Employer shall pay Employee a minimum annual salary of $140,000 during each year, or fraction thereof in the event of termination of this Agreement.

QUARTERLY BONUS: Beginning with the first quarter of 1996, Employee will be eligible to receive a quarterly performance bonus based on each quarter's growth in profits when compared to the same period of the previous year. Each quarter's positive pre-tax profit differential would warrant a bonus. A negative pre-tax profit differential would result in a "loss carry forward" to be applied against future quarterly bonus calculations.

The amount paid will be determined by multiplying the quarterly pre-tax profit growth of the West Companies (West Telemarketing Corporation, West Interactive Corporation and West Telemarketing Outbound) by a factor of .02(2%). The Employee will be paid the amount due within 30 days after the end of the quarter. No performance bonus will be earned during any period of consulting.

TARGET BONUS: Beginning in 1997, Employee will be eligible to receive an additional annual bonus if specific minimum revenue and profit objectives are achieved.

The targeted revenue and profit objectives and the respective bonus for each year is outlined below. All target bonuses will be paid no later than January 31st of the year following the bonus period.

	Revenue Target	Minimum Pre-Tax Profit	Bonus
1997	$375,000,000	15%	$100,000
1998	$435,000,000	15%	$150,000
1999	$515,000,000	15%	$225,000
2000	$600,000,000	15%	$275,000

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into effective the 30th day of June, 1991, between West Telemarketing Corporation, a Delaware corporation ("Employer") and Troy L. Eaden, 7714 Davis Circle, Omaha, Nebraska ("Employee").

R E C I T A L S :

1. Employer and Employee have previously entered into an Employment Agreement effective January 1, 1989 (the "Existing Employment Agreement"); and

2. The parties desire to enter into this Agreement to amend and supercede the Existing Employment Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Employment. Employer agrees to continue to employ Employee in his current capacity as President and Chief Operating Officer of Employer. Employee shall be in charge of the operations of Employer subject to the general direction, approval and control of the Board of Directors of Employer. Employer may also direct Employee to perform similar duties for West Telemarketing Corporation Outbound and West Interactive Corp., corporations which are under common control with Employer (the "Affiliates"), subject to the limitation that Employee's total time commitment shall be consistent with that normally expected of similarly situated executive level employees. Employee shall serve Employer and the Affiliates faithfully, diligently and to the best of his ability. Employee agrees during the term of this Agreement to devote his best efforts, attention, energy and skill to the performance of his employment duties and to furthering the interest of Employer and the Affiliates.

2. Term of Employment. Employee's employment under this Agreement shall continue until terminated under the provisions of Paragraph 5 below.

3. Compensation. Employer shall pay Employee an annualized salary of one hundred fifty seven thousand five hundred Dollars ($157,500) during the first calendar year of this Agreement. During all subsequent years, Employee's annual salary shall be as determined by the Board of Directors of Employer. Employee may receive discretionary bonuses as determined by the Board of Directors of Employer in its sole discretion provided nothing contained herein shall be construed as a commitment by the Corporation to declare or pay any such bonuses.

4. Benefits. In addition to the compensation provided for in Paragraph 3 above, Employer will provide Employee with employment benefits equal to those received by other executive level employees of Employer during the term of this Agreement.

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5. Termination of Employment. The employment of Employee by Employer shall terminate upon occurrence of any of the following events:

(a) The employment of Employee shall terminate immediately upon the death of Employee.

(b) The employment of Employee shall terminate upon the Disability (as defined in Paragraph 6 below) of Employee.

(c) Voluntary termination of employment by Employee upon giving Employer 90 days advance notice in writing.

(d) Involuntary termination of employment by Employer without cause upon giving Employee notice in writing.

(e) Employer may terminate the employment of Employee immediately upon written notice in the event of the occurrence of any of the following events:

(i) The sale or transfer by Gary West and Mary West (collectively the "Wests") of more than ninety percent (90%) of the common stock of Employer owned by them to some third party;

(ii) The sale of all or substantially all of the assets of Employer; or

(iii) A merger of Employer with another company fifty-one percent (51%) or more of the stock of which, after the merger, is not owned by the Wests.

(f) Involuntary termination of employment by Employer immediately upon written notice to Employee for good cause. The term "good cause" as used herein, shall mean at least one of the following circumstances:

(i) If there is a material failure on the part of Employee to perform the duties required of him hereunder. If at any time during the term of this employment, Employee is, in the opinion of Employer, materially failing to perform his employment duties, Employer shall give written notice to Employee specifying in the notice the material failures of performance and the actions necessary to remedy the failures during the sixty (60) day period immediately following receipt by Employee of the written notice. If Employee fails to bring his performance into conformity with his obligations under this Agreement within such sixty (60) day period, Employer may terminate Employee's employment by sending written notice to Employee specifying an effective date of termination;

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(ii) Dishonesty involving Employee's employment;

(iii) Employee's addiction to the use of drugs or alcohol.

Upon termination of employment for any reason, Employee shall be entitled to receive all salary through the date of termination, together with any bonuses declared by the Board of Directors with respect to Employee's services prior to the effective date of termination, but unpaid as of such date. In addition, upon a termination pursuant to subparagraph (d) above, Employee shall receive three (3) months severance pay.

6. Disability. For purposes of this Agreement, "Disability" shall be deemed to have occurred if Employee shall, by reason of illness or physical incapacitation for a period of three (3) consecutive months, or for an aggregate of six (6) months during any three (3) consecutive years during the term of this Agreement, fail to perform in an active capacity the services required under this Agreement.

7. Other Activities. Employee shall devote substantially all of his working time and efforts during the Company's normal business hours to the business and affairs of the Company and to the duties and responsibilities assigned to him pursuant to this Agreement. Employee may devote a reasonable amount of his time to civic, community or charitable activities. Employee in all events shall be free to invest his assets in such manner as will not require any substantial services by Employee in the conduct of the businesses or affairs of the entities or in the management of the assets in which such investments are made.

8. Confidential Information. In the course of Employee's employment, Employee will be provided with certain information, technical data and know-how regarding the business of Employer and its products, all of which is confidential (hereinafter referred to as "Confidential Information"). Employee agrees to receive, hold and treat all Confidential Information received from Employer as confidential and secret and agrees to protect the secrecy of said Confidential Information. Employee agrees that the Confidential Information will be disclosed only to those persons who are required to have such knowledge in connection with their work for Employer and that such Confidential Information will not be disclosed to otherwise without the prior written consent of the Employer. The provisions hereof shall not be applicable to: (a) information which at the time of disclosure to Employee is a matter of public knowledge; or (b) information which, after disclosure to Employee, becomes public knowledge other than through a breach of this Agreement. Unless the Confidential Information shall be of the type hereinbefore set forth, Employee shall not use such Confidential Information for his own benefit or for a third party's or parties' benefit at any time. The obligations imposed upon Employee by this

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paragraph shall survive the expiration or termination of this Agreement.

9. Covenant Not to Compete. Employee covenants and agrees that for the period of two (2) years following termination of his employment with Employer for any reason except pursuant to Paragraph 5(d) above, he will not:

(a) Directly or indirectly, for himself, or as agent of, or on behalf of, or in connection with, any person, firm, association or corporation, engage in any business competing directly for the customers, prospective customers or accounts of the Employer with whom Employee had contact or about whom Employee learned during the course of his employment with Employer and during the two (2) years immediately preceding the end of his employment;

(b) Induce or attempt to induce any person employed by Employer, in any capacity, at the time of the termination of Employee's service with Employer, to leave his employment, agency, directorship or office with Employer.

Employee agrees the knowledge and information gained by him in the performance of his duties would be valuable to those who are now, or might become, competitors of the Employer and that the business of Employer by its nature, covers the entire United States of America and Canada. In the event these covenants not to compete are held, in any respect, to be an unreasonable restriction upon Employee, the Court so hold may reduce the territory, or time, to which it pertains or otherwise reasonably modify the covenant to the extent necessary to render this covenant enforceable by said Court for the reasonable protection of Employer. The obligations imposed upon Employee by this paragraph shall survive the expiration or termination of this Agreement.

10. Injunction and Other Relief. Both parties hereto recognize that the services to be rendered under this Agreement by Employee are special, unique and of extraordinary character, and that in the event of the breach by Employee of the terms and conditions of this Agreement to be performed by him, or in the event Employee performs services for any person, firm or corporation engaged in the competing line of business with Employer as provided in Paragraph 11, or if Employee shall breach the provisions of this Agreement with respect to Confidential Information, then Employer shall be entitled, if it so elects, in addition to all other remedies available to it under this Agreement or at law or in equity to affirmative injunctive relief.

11. Severability. In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement

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and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof.

12. Governing Law. This Agreement shall be governed by the laws of the **State of Nebraska.**

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of Employee by Employer and supersedes all prior understandings, arrangements and agreements, whether oral or written, including, without limitation, the Existing Employment Agreement, and may not be amended except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, Employer has, by its appropriate officers, executed this Agreement and Employee has executed this Agreement as of the day and year first above written.

WEST TELEMARKETING CORPORATION, Employer

By: /s/ Gary West

Its: Chairman

/s/ Troy L. Eaden

Troy L. Eaden

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into effective the 25th day of June, 1996, between West Telemarketing Corporation a Delaware corporation ("Employer") and LEE WATERS ("Employee").

RECITALS

A. WHEREAS, Employer and Employee have agreed to certain terms and conditions of employment between the parties; and

B. WHEREAS, the parties desire to enter into this Agreement to memorialize the terms and conditions of the employment relationship and any prior and existing employment agreement(s) between the parties.

NOW THEREFORE, the parties agree as follows;

1. Employment. Employer agrees to employ Employee in his capacity as EXECUTIVE VICE PRESIDENT of Employer. Employer may also direct Employee to perform such duties for West Telemarketing Corporation Outbound and West Interactive Corporation and other entities which now are, or in the future may be, affiliated with Employer (the "Affiliates"), subject to the limitation that Employees total time commitment shall be consistent with that normally expected of similarly situated executive level employees. Employee shall serve Employer and the Affiliates faithfully, diligently and to the best of his ability. Employee agrees during the term of this Agreement to devote his best efforts, attention, energy and skill to the performance of his employment and/or consulting duties and to furthering the interest of Employer and the Affiliates.

2. Term of Employment. Employee's employment under this Agreement shall commence effective the 25th day of June, 1996, and shall continue for a period of two years unless terminated or renewed under the provisions of Paragraph 6 below.

(a) Unless terminated pursuant to paragraph 6(a), the term of employment shall be extended by one year at the end of each successive year so that at the beginning of each successive year the term of this Agreement will be two years.

3. Compensation. Employer shall pay Employee as set forth in Exhibit A attached hereto and incorporated herein as is fully set forth in this paragraph. Employee may receive additional discretionary bonuses as determined by the Board of Directors of Employer in its sole discretion provided nothing contained herein shall be construed as a commitment by the corporation to declare or pay any such bonuses.

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4. Benefits. In addition to the compensation provided for in Paragraph 3 above, Employer will provide Employee with employment benefits commensurate to those received by other executive level employees of Employer during the term of this Agreement.

5. Other Activities. Employee shall devote substantially all of his working time and efforts during the Company's normal business hours to the business and affairs of the Company and to the duties and responsibilities assigned to him pursuant to this Agreement. Employee may devote a reasonable amount of his time to civic, community or charitable activities. Employee in all events shall be free to invest his assets in such manner as will not require any substantial services by Employee in the conduct of the businesses or affairs of the entities or in the management of the assets in which such investments are made.

6. Term and Termination. The termination of this Agreement shall be governed by the following:

(a) The term of this Agreement shall be for the period set out in paragraph 2 unless earlier terminated in one of the following ways:

(1) Death. This Agreement shall immediately terminate upon the death **of Employee.**

(2) For Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time for "cause." For purposes of this paragraph, "cause" shall be deemed to exist if, and only if, the CEO and COO of Employer, in good faith, determine that Employee has engaged, during the performance of his duties hereunder, in significant objective acts or omissions constituting dishonesty, willful misconduct or gross negligence relating to the business of Employer.

(3) Without Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time without cause.

(4) Resignation. Employee, upon written notice to Employer, may resign from the employment of Employer at any time.

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(b) Accrued Compensation on Termination. In the event of termination of the Agreement, Employee shall be entitled to receive:

(1) salary earned prior to and including the date of termination;

(2) any bonus earned as of the end of the month immediately preceding the date of termination; and

(3) all benefits, if any, which have vested as of the date of termination.

7. Consulting.
(a) In the event of termination of employment pursuant to paragraph
6(a) (3) or 6(a)(4) above, Employer and Employee agree that Employee shall, for a minimum period of twenty-four (24) months from the date of termination serve as a consultant to Employer.

(b) In the event of termination pursuant to paragraph 6(a)(2), Employer and Employee agree that Employer may, at its sole option, elect to retain the services of Employee as a consultant for a period of twenty-four (24) months from the date of termination and that Employee will serve as a consultant to Employer if Employer so elects.

c) During any period of consulting, Employee shall be acting as an independent contractor. As part of the consulting services, Employee agrees to provide certain services to Employer, including, but not limited to, the following:

(1) oral and written information with reference to continuing programs and new programs which were developed or under development under the supervision of Employee;

(2) meeting with officers and managers of Employer to discuss and review programs and to make recommendations;

(3) analysis, opinion and information regarding the effectiveness and public acceptance of their programs.

d) During the consulting period, Employee shall continue to receive, as compensation for his consulting, the annualized salary set forth in Exhibit A. No bonus of any kind will be paid during any period of consulting.

e) Employee hereby agrees that during any period of consulting, he will devote his full attention, energy and skill to the performance of

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his duties and to furthering the interest of Employer and the affiliates, which shall include, and Employee acknowledges, a fiduciary duty and obligation to Employer. Employee acknowledges that this prohibition includes, but is not necessarily limited to, a preclusion from any other employment or consulting by Employee during the consulting period except pursuant to paragraph 7(f) hereafter.

f) During the term of this Agreement, including any period of consulting, Employee shall not, singly, jointly, or as a member, employer or agent of any partnership, or as an officer, agent, employee, director, stockholder or investor of any other corporation or entity, or in any other capacity, engage in any business endeavors of any kind or nature whatsoever, other than those of Employer or its Affiliates without the express written consent of Employer, provided, however, that Employee may own stock in a publicly traded corporation. Employee agrees that Employer may in its sole discretion give or withhold its consent and understands that Employer's consent will not be unreasonably withheld if the following conditions are met:

(1) Employee's intended employment will not interfere in Employer's opinion with Employee's duties and obligations as a consultant, including the fiduciary duty assumed hereunder; and

(2) Employee's intended employment or activity would not, in the opinion of Employer, place Employee in a situation where confidential information of Employer or its Affiliates known to Employee may benefit Employee's new employer; and

(3) Employee's new employment will not, in Employer's opinion, result, directly or indirectly, in competition with Employer or its Affiliates, then or in the future.

g) Notwithstanding any provisions in this Agreement to the contrary, the provisions of paragraph 7 shall survive the termination of this Agreement.

h) Employer shall reimburse Employee for all reasonable expenses incurred by Employee in furtherance of his consulting duties pursuant to this Agreement provided the expenses are pre-approved by Employer.

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i) Benefits During Consulting Period. Employee and his dependents shall be entitled to continue their participation in all benefit plans in effect on the date of Employee's termination from employment during the period of consulting, under the same terms and conditions and at the same net cost to Employee as when employed by Employer unless Employee accepts new employment during the consulting term in accordance with paragraph 7 above, in which event all benefits will cease, at Employer's option, when the new employment is accepted by Employee.

8. Confidential Information. In the course of Employee's employment, Employee will be provided with certain information, technical data and know-how regarding the business of Employer and its Affiliates and their products, all of which is confidential (hereinafter referred to as "Confidential Information"). Employee agrees to receive, hold and treat all confidential information received from Employer and its Affiliates as confidential and secret and agrees to protect the secrecy of said Confidential Information. Employee agrees that the Confidential Information will be disclosed only to those persons who are required to have such knowledge in connection with their work for Employer and that such Confidential Information will not be disclosed to others without the prior written consent of the Employer. The provisions hereof shall not be applicable to: (a) information which at the time of disclosure to Employee is a matter of public knowledge; or (b) information which, after disclosure to Employee, becomes public knowledge other than through a breach of this Agreement. Unless the Confidential Information shall be of the type herein before set forth, Employee shall not use such Confidential Information for his own benefit or for a third party's or parties' benefit at any time. Upon termination of employment, Employee will return all books, records and other materials provided to or acquired by Employee during the course of employment which relate in any way to Employer or its business. The obligations imposed upon Employee by this paragraph shall survive the expiration or termination of this Agreement.

9. Covenant Not to Compete. Notwithstanding any other provision of this Agreement to the contrary, Employee covenants and agrees that for the period of one (1) year following termination of his employment with Employer for any reason he will not:

a) directly or indirectly, for himself, or as agent of, or on behalf of, or in connection with, any person, firm, association or corporation, engage in any business competing directly for the customers, prospective customers or accounts of the Employer or any of its Affiliates with whom Employee had contact or about whom Employee learned during the course of his employment with Employer and during the one (1) year immediately preceding the end of his employment.

b) induce or attempt to induce any person employed by Employer or any of its Affiliates, in any capacity, at the time of the termination of Employee's

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service with Employer, to leave his employment, agency directorship or office with Employer or the Affiliate.

c) induce or attempt to induce any customer of Employer or any of its Affiliates to terminate or change in any way its business relationship with Employer or the Affiliate.

Employee agrees the knowledge and information gained by him in the performance of his duties would be valuable to those who are now, or might become, competitors of the Employer or its Affiliates and that the business of Employer and its Affiliates by its nature, covers at least the entire United States of America and Canada. In the event these covenants not to compete are held, in any respect, to be an unreasonable restriction upon the Employee, the Court so holding may reduce the territory, or time, to which it pertains or otherwise reasonably modify the covenant to the extent necessary to render this covenant enforceable by said Court for the reasonable protection of Employer and its Affiliates. The obligations imposed upon Employee by this paragraph are severable from, and shall survive the expiration or termination of, this Agreement.

10. Developments.

a) Employee will make full and prompt disclosure to Employer of all inventions, improvements, discoveries, methods, developments, software and works of authorship, whether patentable or not, which are created, made, conceived, reduced to practice by Employee or under his direction or jointly with others during his employment by Employer, whether or not during normal working hours or on the premises of Employer which relate to the business of Employer as conducted from time to time (all of which are collectively referred to in this Agreement as "Developments").

b) Employee agrees to assign, and does hereby assign, to Employer (or any person or entity designated by Employer) all of his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications.

c) Employee agrees to cooperate fully with Employer, both during and after his employment with Employer, with respect to the procurement, maintenance and enforcement of copyrights and patents (both in the United States and foreign countries) relating to Developments. Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment or priority rights, and powers of attorney, which Employer may deem necessary or desirable in order to protect its rights and interest in any Developments.

11. Injunction and Other Relief. Both parties hereto recognize that the services to be rendered under this Agreement by Employee are special, unique and of extraordinary

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character, and that in the event of the breach of Employee of the terms and conditions of this Agreement to be performed by him, or in the event Employee performs services for any person, firm or corporation engaged in the competing line of business with Employer as provided in Paragraph 9, or if Employee shall breach the provisions of this Agreement with respect to Confidential Information or consulting services, then Employer shall be entitled, if it so elects, in addition to all other remedies available to it under this Agreement or at law or in equity to affirmative injunctive relief.

12. Severability. In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof. In the event any court would invalidate or fail to enforce any provision of Paragraph 7 and or Paragraph 9 of this Agreement, Employee shall return any sums paid to Employee by Employer pursuant to the consulting provision in paragraph 7 hereof.

13. Governing Law. This Agreement shall be governed by the laws of the **State of Nebraska.**

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of Employee by Employer and supersedes all prior understandings, arrangements and agreements, whether oral or written, including without limitation, any existing employment agreement, and may not be amended except by a writing signed by the parties hereto.

15. Notice. Notices to Employer under this Agreement shall be in writing and sent by registered mail, return receipt requested, at the following address:

President - West Telemarketing Corporation 9910 Maple Street
Omaha, Nebraska 68134

16. Miscellaneous. Employee acknowledges that:

a) He has consulted with or had an opportunity to consult with an attorney of Employee's choosing regarding this Agreement.

b) He will receive substantial and adequate consideration for his obligations under this Agreement.

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c) He believes the obligations, terms and conditions hereof are reasonable and necessary for the protectable interests of Employer and are enforceable.

d) This Agreement contains restrictions on his post-employment activities.

IN WITNESS WHEREOF, Employer has, by its appropriate officers, executed this Agreement and Employee has executed this Agreement as of the day and year first above written.

WEST TELEMARKETING CORPORATION,
Employer

By: /s/ Thomas Barker

Its: President

/s/ Lee Waters

Lee Waters, Employee

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WEST TELEMARKETING
M E M O R A N D U M

To: Lee Waters
From: Troy Eaden
Tom Barker

Date: July 26, 1996
Subject: COMPENSATION PLAN - EXHIBIT A

Lee, below is an outline of your compensation plan while you are employed as Executive Vice President of West Telemarketing Corporation.

1. You will be paid an annualized salary of $150,000 for the calendar year or fraction thereof in the event of termination. This will be reviewed on an annual basis and revised, if necessary, in accordance with the Consumer Price Index.

2. For the balance of 1996, the following compensation is in effect:

A. Target lump sum bonus ($80,000) upon achievement of $6 million profit in the last half of 1996.

B. Two percent of all profits in excess of $6 million to be paid within thirty days of the close-of-the-month.

3. Beginning 1-1-97, you will be eligible to receive a quarterly performance bonus based on each quarter's growth of revenue and profits when compared to the same quarter of the previous year. A negative pre-tax differential would result in a "loss carry forward" to be applied to future quarters' bonus calculations. The bonus will be calculated by multiplying the profit differential times the rate factor as outlined on the attached table for years 1997 through 2000.

4. Compensation will be paid through June 30, 1996 in accordance with Exhibit A of Employment Agreement dated January 1, 1996.

Attachment

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WEST TELEMARKETING CORPORATION DEDICATED & DRTV COMPENSATION PLAN

New Salary: $150,000 Per Year

Target Lump Sum Bonus ($80,000)
Upon Achievement of $6 Million
Profit in Last Half of Year

Two Percent of All Profits in
Excess of $6 Million to be Paid
within 30 days of Close of
Month

1/1/97 through 12/31/00

INCENTIVE ON PROFIT GROWTH	1997 COMP	INCENTIVE ON PROFIT GROWTH	1998 COMP	INCENTIVE ON PROFIT GROWTH	1999 COMP	INCENTIVE ON PROFIT GROWTH	2000 COMP
0.00%	$150,000	0.00%	$150,000	0.00%	$150,000	0.00%	$150,000
1.75%	$197,997	1.50%	$234,228	1.50%	$225,600	1.50%	$267,278
2.00%	$207,797	1.75%	$251,671	1.75%	$242,169	1.75%	$292,058
2.00%	$210,740	2.00%	$270,087	2.00%	$259,872	2.00%	$318,333
4.25%	$285,327	2.25%	$289,476	2.35%	$284,430	2.00%	$324,314
4.25%	$291,582	2.25%	$293,854	2.35%	$289,760	2.00%	$330,295
4.25%	$297,836	2.50%	$314,702	2.50%	$304,351	2.25%	$359,561
4.50%	$313,155	2.50%	$319,566	2.50%	$310,021	2.25%	$366,290
4.50%	$319,778	2.75%	$341,873	2.75%	$332,260	2.50%	$397,799
5.00%	$346,000	3.00%	$365,153	3.00%	$355,633	2.75%	$430,803
5.00%	$353,358	3.00%	$370,990	3.00%	$362,438	2.75%	$439,027
5.50%	$381,788	3.25%	$395,730	3.25%	$387,512	3.00%	$474,274
5.50%	$381,869	3.25%	$395,793	3.25%	$387,586	3.00%	$474,363

WEST TELEMARKETING

	1993	1994	1995	1996
SALES	$48,905,587	$56,558,042	$77,614,779	$89,072,177
PROFITS	$7,107,755	$8,874,721	$13,029,606	$16,388,953
PROFIT % SALES	14.53%	15.69%	16.79%	18.40%
GROWTH PERCENTAGE SALES		15.65%	37.23%	14.76%
GROWTH PERCENTAGE PROFIT		24.86%	46.82%	25.78%

SALES	1997	1998	1999	2000
DRTV	$105,451,346	$123,905,331	$144,969,237	$168,889,162
DEDECATED	$ 13,654,512	$ 25,734,532	$ 59,947,709	$111,090,352
TOTAL	$119,105,858	$149,639,863	$204,916,946	$279,979,514
PROFITS				
DRTV	$ 17,929,638	$ 21,017,974	$ 24,591,030	$ 28,648,550
DEDECATED	$ 1,749,204	$ 3,426,984	$ 6,467,980	$ 12,211,969
TOTAL	$ 19,678,842	$ 24,444,958	$ 31,059,010	$ 40,860,519
PROFIT % SALES	16.52%	16.34%	15.16%	14.59%
GROWTH PERCENTAGE SALES	33.72%	25.64%	36.94%	36.63%
GROWTH PERCENTAGE PROFIT	20.07%	24.22%	27.06%	31.56%
PROFIT % SALES	16.52%	16.34%	15.16%	14.59%

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into effective the 1st day of January, 1996, between West Telemarketing Corporation Outbound a Delaware corporation ("Employer") and WAYNE HARPER ("Employee").

RECITALS

A. WHEREAS, Employer and Employee have agreed to certain terms and conditions of employment between the parties; and

B. WHEREAS, the parties desire to enter into this Agreement to memorialize the terms and conditions of the employment relationship and any prior and existing employment agreement(s) between the parties.

NOW THEREFORE, the parties agree as follows:

1. Employment. Employer agrees to employ Employee in his capacity as VICE PRESIDENT OF SALES of Employer may also direct Employee to perform such duties for West Telemarketing Corporation, West Interactive Corporation and other entities which now are, or in the future may be, affiliated with Employer (the "Affiliates"), subject to the limitation that Employees total time commitment shall be consistent with that normally expected of similarly situated executive level employees. Employee shall serve Employer and the Affiliates faithfully, diligently and to the best of his ability. Employee agrees during the term of this Agreement to devote his best efforts, attention, energy and skill to the performance of his employment and/or consulting duties and to furthering the interest of Employer and the Affiliates.

2. Term of Employment. Employee's employment under this Agreement shall commence effective the 1st day of January, 1996, and shall continue for a period of one year unless terminated or renewed under the provisions of Paragraph 6 below.

(a) Unless terminated pursuant to paragraph 6(a), the term of employment shall be extended by one year at the end of each successive year so that at the beginning of each successive year the term of this Agreement will be one year.

3. Compensation. Employer shall pay Employee as set forth in Exhibit A attached hereto and incorporated herein as is fully set forth in this paragraph. Employee may receive additional discretionary bonuses as determined by the Board of Directors of Employer in its sole discretion provided nothing contained herein shall be construed as a commitment by the corporation to declare or pay any such bonuses.

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4. Benefits. In addition to the compensation provided for in Paragraph 3 above, Employer will provide Employee with employment benefits commensurate to those received by other executive level employees of Employer during the term of this Agreement.

5. Other Activities. Employee shall devote substantially all of his working time and efforts during the Company's normal business hours to the business and affairs of the Company and to the duties and responsibilities assigned to him pursuant to this Agreement. Employee may devote a reasonable amount of his time to civic, community or charitable activities. Employee in all events shall be free to invest his assets in such manner as will not require any substantial services by Employee in the conduct of the businesses or affairs of the entities or in the management of the assets in which such investments are made.

6. Term and Termination. The termination of this Agreement shall be governed by the following:

(a) The term of this Agreement shall be for the period set out in paragraph 2 unless earlier terminated in one of the following ways:

(1) Death. This Agreement shall immediately terminate upon the death **of Employee.**

(2) For Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time for "cause." For purposes of this paragraph, "cause" shall be deemed to exist if, and only if, the CEO and COO of Employer, in good faith, determine that Employee has engaged, during the performance of his duties hereunder, in significant objective acts or omissions constituting dishonesty, willful misconduct or gross negligence relating to the business of Employer.

(3) Without Cause. The Employer, upon written notice to Employee, may terminate the employment of Employee at any time without cause.

(4) Resignation. Employee, upon written notice to Employer, may resign from the employment of Employer at any time.

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(b) Accrued Compensation on Termination. In the event of termination of the Agreement, Employee shall be entitled to receive:

(1) salary earned prior to and including the date of termination;

(2) any bonus earned as of the end of the month immediately preceding the date of termination; and

(3) all benefits, if any, which have vested as of the date of termination.

7. Consulting.
(a) In the event of termination of employment pursuant to paragraph
6(a) (3) or 6(a)(4) above, Employer and Employee agree that Employee shall, for a minimum period of twelve (12) months from the date of termination serve as a consultant to Employer.

(b) In the event of termination pursuant to paragraph 6(a)(2), Employer and Employee agree that Employer may, at its sole option, elect to retain the services of Employee as a consultant for a period of twelve (12) months from the date of termination and that Employee will serve as a consultant to Employer if Employer so elects.

c) During any period of consulting, Employee shall be acting as an independent contractor. As part of the consulting services, Employee agrees to provide certain services to Employer, including, but not limited to, the following:

(1) oral and written information with reference to continuing programs and new programs which were developed or under development under the supervision of Employee;

(2) meeting with officers and managers of Employer to discuss and review programs and to make recommendations;

(3) analysis, opinion and information regarding the effectiveness and public acceptance of their programs.

d) During the consulting period, Employee shall continue to receive, as compensation for his consulting, the annualized salary set forth in Exhibit A. No bonus of any kind will be paid during any period of consulting.

e) Employee hereby agrees that during any period of consulting, he will devote his full attention, energy and skill to the performance of

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his duties and to furthering the interest of Employer and the affiliates, which shall include, and Employee acknowledges, a fiduciary duty and obligation to Employer. Employee acknowledges that this prohibition includes, but is not necessarily limited to, a preclusion from any other employment or consulting by Employee during the consulting period except pursuant to paragraph 7(f) hereafter.

f) During the term of this Agreement, including any period of consulting, Employee shall not, singly, jointly, or as a member, employer or agent of any partnership, or as an officer, agent, employee, director, stockholder or investor of any other corporation or entity, or in any other capacity, engage in any business endeavors of any kind or nature whatsoever, other than those of Employer or its Affiliates without the express written consent of Employer, provided, however, that Employee may own stock in a publicly traded corporation. Employee agrees that Employer may in its sole discretion give or withhold its consent and understands that Employer's consent will not be unreasonably withheld if the following conditions are met:

(1) Employee's intended employment will not interfere in Employer's opinion with Employee's duties and obligations as a consultant, including the fiduciary duty assumed hereunder; and

(2) Employee's intended employment or activity would not, in the opinion of Employer, place Employee in a situation where confidential information of Employer or its Affiliates known to Employee may benefit Employee's new employer; and

(3) Employee's new employment will not, in Employer's opinion, result, directly or indirectly, in competition with Employer or its Affiliates, then or in the future.

g) Notwithstanding any provisions in this Agreement to the contrary, the provisions of paragraph 7 shall survive the termination of this Agreement.

h) Employer shall reimburse Employee for all reasonable expenses incurred by Employee in furtherance of his consulting duties pursuant to this Agreement provided the expenses are pre-approved by Employer.

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i) Benefits During Consulting Period. Employee and his dependents shall be entitled to continue their participation in all benefit plans in effect on the date of Employee's termination from employment during the period of consulting, under the same terms and conditions and at the same net cost to Employee as when employed by Employer unless Employee accepts new employment during the consulting term in accordance with paragraph 7 above, in which event all benefits will cease, at Employer's option, when the new employment is accepted by Employee.

8. Confidential Information. In the course of Employee's employment, Employee will be provided with certain information, technical data and know-how regarding the business of Employer and its Affiliates and their products, all of which is confidential (hereinafter referred to as "Confidential Information"). Employee agrees to receive, hold and treat all confidential information received from Employer and its Affiliates as confidential and secret and agrees to protect the secrecy of said Confidential Information. Employee agrees that the Confidential Information will be disclosed only to those persons who are required to have such knowledge in connection with their work for Employer and that such Confidential Information will not be disclosed to others without the prior written consent of the Employer. The provisions hereof shall not be applicable to: (a) information which at the time of disclosure to Employee is a matter of public knowledge; or (b) information which, after disclosure to Employee, becomes public knowledge other than through a breach of this Agreement. Unless the Confidential Information shall be of the type herein before set forth, Employee shall not use such Confidential Information for his own benefit or for a third party's or parties' benefit at any time. Upon termination of employment, Employee will return all books, records and other materials provided to or acquired by Employee during the course of employment which relate in any way to Employer or its business. The obligations imposed upon Employee by this paragraph shall survive the expiration or termination of this Agreement.

9. Covenant Not to Compete. Notwithstanding any other provision of this Agreement to the contrary, Employee covenants and agrees that for the period of one (1) year following termination of his employment with Employer for any reason he will not:

a) directly or indirectly, for himself, or as agent of, or on behalf of, or in connection with, any person, firm, association or corporation, engage in any business competing directly for the customers, prospective customers or accounts of the Employer or any of its Affiliates with whom Employee had contact or about whom Employee learned during the course of his employment with Employer and during the one (1) year immediately preceding the end of his employment.

b) induce or attempt to induce any person employed by Employer or any of its Affiliates, in any capacity, at the time of the termination of Employee's

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service with Employer, to leave his employment, agency directorship or office with Employer or the Affiliate.

c) induce or attempt to induce any customer of Employer or any of its Affiliates to terminate or change in any way its business relationship with Employer or the Affiliate.

Employee agrees the knowledge and information gained by him in the performance of his duties would be valuable to those who are now, or might become, competitors of the Employer or its Affiliates and that the business of Employer and its Affiliates by its nature, covers at least the entire United States of America and Canada. In the event these covenants not to compete are held, in any respect, to be an unreasonable restriction upon the Employee, the Court so holding may reduce the territory, or time, to which it pertains or otherwise reasonably modify the covenant to the extent necessary to render this covenant enforceable by said Court for the reasonable protection of Employer and its Affiliates. The obligations imposed upon Employee by this paragraph are severable from, and shall survive the expiration or termination of, this Agreement.

10. Developments.

a) Employee will make full and prompt disclosure to Employer of all inventions, improvements, discoveries, methods, developments, software and works of authorship, whether patentable or not, which are created, made, conceived, reduced to practice by Employee or under his direction or jointly with others during his employment by Employer, whether or not during normal working hours or on the premises of Employer which relate to the business of Employer as conducted from time to time (all of which are collectively referred to in this Agreement as "Developments").

b) Employee agrees to assign, and does hereby assign, to Employer (or any person or entity designated by Employer) all of his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications.

c) Employee agrees to cooperate fully with Employer, both during and after his employment with Employer, with respect to the procurement, maintenance and enforcement of copyrights and patents (both in the United States and foreign countries) relating to Developments. Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment or priority rights, and powers of attorney, which Employer may deem necessary or desirable in order to protect its rights and interest in any Developments.

11. Injunction and Other Relief. Both parties hereto recognize that the services to be rendered under this Agreement by Employee are special, unique and of extraordinary

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character, and that in the event of the breach of Employee of the terms and conditions of this Agreement to be performed by him, or in the event Employee performs services for any person, firm or corporation engaged in the competing line of business with Employer as provided in Paragraph 9, or if Employee shall breach the provisions of this Agreement with respect to Confidential Information or consulting services, then Employer shall be entitled, if it so elects, in addition to all other remedies available to it under this Agreement or at law or in equity to affirmative injunctive relief.

12. Severability. In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof. In the event any court would invalidate or fail to enforce any provision of Paragraph 7 and or Paragraph 9 of this Agreement, Employee shall return any sums paid to Employee by Employer pursuant to the consulting provision in paragraph 7 hereof.

13. Governing Law. This Agreement shall be governed by the laws of the **State of Nebraska.**

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of Employee by Employer and supersedes all prior understandings, arrangements and agreements, whether oral or written, including without limitation, any existing employment agreement, and may not be amended except by a writing signed by the parties hereto.

15. Notice. Notices to Employer under this Agreement shall be in writing and sent by registered mail, return receipt requested, at the following address:

President & COO - West Telemarketing Corporation Outbound 9910 Maple Street
Omaha, Nebraska 68134

16. Miscellaneous. Employee acknowledges that:

a) He has consulted with or had an opportunity to consult with an attorney of Employee's choosing regarding this Agreement.

b) He will receive substantial and adequate consideration for his obligations under this Agreement.

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c) He believes the obligations, terms and conditions hereof are reasonable and necessary for the protectable interests of Employer and are enforceable.

d) This Agreement contains restrictions on his post-employment activities.

IN WITNESS WHEREOF, Employer has, by its appropriate officers, executed this Agreement and Employee has executed this Agreement as of the day and year first above written.

WEST TELEMARKETING CORPORATION
OUTBOUND, Employer

By: /s/ Troy L. Eaden

Its: Chief Executive Officer

/s/ Wayne Harper

Wayne Harper, Employee

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WEST TELEMARKETING

M E M O R A N D U M

To: Wayne Harper

From: John Erwin

Date: December 29, 1995

Subject: Compensation Plan - EXHIBIT A

Wayne, below is an outline of your Compensation Plan while you are employed as Vice President of Sales, West Telemarketing Corporation Outbound.

1) You will be paid an annualized base salary of $80,000 for the 1996 calendar year or fraction thereof in the event of termination.

2) In addition to your base salary, you will be eligible to receive commission on the growth of all call-related revenue. Your commission will be calculated by multiplying revenue growth by the appropriate factor as outlined in the table below.

REVENUE GROWTH FACTOR	INCENTIVE
0 - 21%	.6%
21.01 - 26%	.8%
26.01+	1.0%

As an example, if 1996's January's call-related revenue grew by 27.5% and resulted in a revenue increase of $21.6 million, you would have earned a commission of $216,000. Your commission will be calculated monthly and will be paid the first paycheck after the 15th of each month. Each month's positive call-related revenue increase is commissionable. Any comparison that results in a negative number will generate a "loss-carry forward" that will be applied toward future commissions.

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Additional Information

1) Agreement assumes there will be capacity constraints in one form or another at various times. The agreement is front-loaded because the capacity issues are potentially greater in the first two years of the agreement.

2) The intention is that the same percentages of growth be used throughout the next five years.

3) The agreement also moves all accounts under your agreement. This will continue to mean all billable hour related revenue. Other revenue streams currently not included will stay unincluded.

Wayne, this agreement fundamentally changes the emphasis for your efforts from only focusing on new revenue to a focus on all revenue. We will review your Compensation Plan on an annual basis. I am very excited about the opportunities for you and I to have the same objectives.

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STOCK REDEMPTION AGREEMENT

THIS AGREEMENT dated April 9, 1996, is between JOHN W. ERWIN ("Stockholder"), stockholder in West Telemarketing Insurance Agency, Inc. ("The Corporation"), GARY and MARY WEST or either of them ("Wests") and TROY EADEN ("Eaden"). The Parties to this Agreement want to provide for continuity and harmony in the management and policies of The Corporation by:

(a) Restricting the involuntary transfer of Stock;

(b) Restricting the voluntary transfer of Stock;

(c) Providing for the purchase of a deceased, disabled or terminated Stockholder's stock;

(d) Providing for the purchase of Stockholder's Stock at the Wests' and Eaden's option.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS BY THE PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. Definitions.

The following terms used in this Agreement shall be defined as follows unless the context clearly indicates some other definition:

(a) The "Seller" shall be (1) the selling Stockholder, or (2) his personal representative, guardian, conservator or trustee.

(b) The "Closing Date" shall be a time determined by the Wests.

(c) The "Stock" includes all of the rights, title and interest which a Stockholder has in the capital Stock and in options to acquire capital Stock of the Corporation.

2. Restrictions on Transfer of Stock.

(a) Restriction on Voluntary Transfer.

Stockholder shall not, during his lifetime, assign, sell, encumber, dispose of or transfer all or any portion of his Stock of The Corporation without first offering to sell his Stock to the Wests and Eaden at the price and terms provided for in this Agreement. Any Stock not purchased by the Wests and/or Eaden within ninety (90) days after receipt of the written offer and a statement of intention to transfer including the name and address of the prospective purchaser or donee and the terms of such transfer accompanied by a copy of any written offer, contract or agreement, may be encumbered or transferred to the designated purchaser or donee for sixty (60) days, after expiration of the ninety (90) day period, but shall not thereafter be encumbered or transferred without again complying with the provisions of this section.

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(b) Restriction on Involuntary Transfer.

If any portion of the Stock held by Stockholder should be sold to satisfy his debt, the Wests and Eaden shall have the right for ninety (90) days after being notified of the sale and sales price to purchase that Stock at the price and terms provided for in this Agreement. Any purchaser at any such involuntary sale shall take such Stock subject to all the terms and conditions of this Agreement.

(c) Agreement for Redemption Upon Death, Disability or Termination.

(1) On the death or termination of a Stockholder's employment by The Corporation, the Wests and Eaden shall have the irrevocable option to purchase the Stockholder's Stock at the price and terms provided for in this Agreement. In the event of the exercise of such option, the Stockholder shall be obligated to sell to the Wests and Eaden, all of the Stock owned by him. Within sixty (60) days after the date of the Stockholder's death or termination of employment, directorship and office with The Corporation the Wests and Eaden may exercise their option to purchase the Stockholder's Stock by written notice to the personal representative of the Stockholder's estate or, if applicable, his trustee.

(2) At such time as Stockholder is determined to be permanently disabled, he or another Seller, as the case may be, shall sell his Stock to the Wests and Eaden at the price and terms provided for in this Agreement; and the Wests and Eaden shall purchase the disabled Stockholder's Stock at the same price and terms. A Stockholder shall be determined to be permanently disabled at such time as a physician appointed by the Wests determines in his/her best judgment that the Stockholder, by reason of illness or physical disability, is no longer able to carry out his responsibilities as an employee, director or officer of The Corporation similar to that in which he has been employed in the past, and there is no reasonable likelihood that the Stockholder will recover from this disability within a reasonable period of time.

(d) Wests Options to Purchase At Any Time.

The Wests shall have an irrevocable option to purchase the Stock of the Stockholder in The Corporation at any time they desire. This option shall be exercised by the Wests upon written notice to the Stockholder and shall be effective upon receipt of notice.

3. Purchase Price.

The Wests shall have the option to purchase eighty-five percent (85%) of the shares of the Seller's Stock for the aggregate purchase price of One Dollar ($1.00). Eaden shall have the option to purchase fifteen percent (15%) of the shares of the Seller's Stock for the aggregate purchase price of One Dollar ($1.00).

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4. Additional Stock Included.

This Agreement shall pertain to and cover any and all shares of Stock of The Corporation which may hereafter be held by stockholder.

5. Endorsement on Certificate.

Each certificate representing the stock of The Corporation shall have imprinted thereon a legend in substantially the following form:

The capital stock of West Telemarketing Insurance Agency, Inc. Represented by this certificate is subject to and governed by the terms and conditions of that certain Stock Redemption Agreement dated April 9, 1996, a copy of which is on file at the office of the corporation. No transfers of this stock shall be made except in compliance with this Agreement.

6. Agreement Controls Transfer of Shares.

None of the Stock shall be transferred upon the books of The Corporation nor shall any sale or transfer or other disposition be effective, unless and until all of the terms and conditions of this Agreement are first complied with, and in case of violation of this Agreement by the attempted transfer of the Stock without compliance with the terms hereof, the person or persons for whose benefit these options are provided shall have the right to compel the holder or transferee to execute all documents necessary to maintain that status in a timely manner.

7. Notices.

Except as otherwise provided, all notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when deposited in the mail by certified or registered mail to each Stockholder, at his address set forth in the records of the Corporation, to the Wests and Eaden at 9910 Maple Street, Omaha, Nebraska or to such other address as any party shall designate to the other parties in writing.

8. Governing Law.

The terms and conditions of this Agreement shall be governed and construed in accordance with the internal laws of the State of Nebraska applicable to contracts made and performed in Nebraska.

9. Modification.

No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the parties hereto.

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10. Additional Documents.

Any part hereto shall deliver to any other party upon request any documents reasonably needed to effect the intent and purposes of this Agreement.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

/s/ John W. Erwin

JOHN W. ERWIN, Stockholder

/s/ Gary West

GARY WEST

/s/ Mary West

MARY WEST

/s/ Troy Eaden

TROY EADEN

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BUSINESS PROPERTY LEASE

APPROVED BY BUILDING OWNERS AND MANAGERS ASSOCIATION OF OMAHA, INC.

This Lease, Made and executed in Omaha, NE by and between The LESSOR 99-Maple Partnership and the LESSEE West Telemarketing Corporation.

Witnesseth: That the Lessor does hereby demise and lease unto the Lessee, the following described property, situated in Omaha, Douglas County, Nebraska, to- wit:

DESCRIPTION OF PROPERTY

A parcel of land more particularly described on the survey attached hereto and by this reference made a part hereof.

TERM AND PURPOSE

1. The Lessee agrees to use and occupy the premises for offices and operating space for telemarketing facility, and no other purpose, for a term of _____ years, said lease term beginning on September 1, 1994 and ending on August 31, 2004, unless sooner terminated as hereinafter provided.

RENTAL

2. In consideration of the foregoing demise, the Lessee hereby covenants to perform the agreements hereby imposed, and to pay the Lessor as rental for said premises the sum of:

Eight Million Three Hundred Ninety Thousand One Hundred and No/100ths Dollars ($8,390,100.00), payable as follows:

For the period from September 1, 1994 to August 31, 1995 $53,040.00 per month
For the period from September 1, 1995 to August 31, 1996 $56,225.00 per month
For the period from September 1, 1996 to August 31, 1997 $59,600.00 per month
For the period from September 1, 1997 to August 31, 1998 $63,175.00 per month
For the period from September 1, 1998 to August 31, 1999 $66,965.00 per month
For the period from September 1, 1999 to August 31, 2000 $71,000.00 per month
For the period from September 1, 2000 to August 31, 2001 $75,200.00 per month
For the period from September 1, 2001 to August 31, 2002 $79,775.00 per month
For the period from September 1, 2002 to August 31, 2003 $84,560.00 per month
For the period from September 1, 2003 to August 31, 2004 $89,635.00 per month

Lessee further agrees to pay any and all sewer use fees which may be assessed against the demised premises whether based on a minimum fee, a percentage charge, or whatever basis said fee shall be levied. In addition to the usual monthly charge for water, the Lessee further agrees to pay any and all additional charges

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which the Metropolitan Utilities District may make against the demised premises for the use by the Lessee of water for air conditioning purposes.

CONDITION OF PREMISES

5. Lessee has examined said premises prior to his acceptance and the execution hereof and is satisfied with the physical condition thereof, including all equipment and appurtenances, and his taking possession thereof shall be conclusive evidence of his receipt thereof in satisfactory order and repair, except as otherwise specified herein, and Lessee agrees and admits that no representation as to the condition or repair hereof has been made by the Lessor or his agent which is not herein expressed or endorsed hereon; and likewise agrees and admits that no agreement or promise to decorate, alter, repair, or improve said premises including all equipment and appurtenances, either before or after the execution hereof, not contained herein, has been made by Lessor or his agent.

REPAIRS

6. In consideration of the foregoing demise and the rate of rental herein stipulated, the Lessee agrees during the term of this lease, at his own expense, to keep in good and substantial order and repair and to make all necessary repairs, renewals, replacements and decorations upon or in connection with said premises, including all windows and doors and glass, wherever located, and all plumbing, heating equipment, boilers, elevators, pipes, wiring, and gas, steam and electrical fixtures, connections and fittings and all other equipment, fixtures and appurtenances, and excepting only the exterior of the premises (exterior of the premises shall not include windows, doors or any glass). However, it is not the intention of the parties hereto that the foregoing repairs, renewals, replacements, and/or decorations shall be made by the Lessee when such repairs, renewals, replacements and/or decorations are occasioned by fire, windstorm or other unavoidable casualty, except that the Lessee shall make all glass replacements made necessary from any cause other than fire, windstorm and structural deficiency of the building.

ASSIGNING, SUBLETTING, INSURANCE, ALTERATIONS, AIR CONDITIONING, COOLING

7. It is provided that the Lessee shall not assign this lease nor let or sublet said premises or any part thereof nor use the same nor permit the same to be used for any purpose other than as above described, nor keep or store in or about the premises anything which will increase the rate of insurance on the building, nor permit any change in occupancy or transfer of this lease by operation of law, or otherwise, nor make any alterations or additions or improvements, including air conditioning and cooling systems in said premises, nor place, affix or display in any manner to, upon or in connection with said premises, any "for rent," display or advertising sign or device without the written consent of the Lessor first obtained, and Lessee will not invalidate any policies of insurance now or hereafter made on said building, and Lessee will pay all extra insurance premiums on said building, if any, required on account of extra risk caused by the Lessee's use of the demised premises, and it is further provided that all additions, fixtures or improvements which may be made by the Lessee to said premises, except movable office furniture and trade fixtures, shall be made only after the Lessor has given written consent and shall become the property of the Lessor, and shall remain and be surrendered in good condition with the premises as a part thereof at the termination of this lease, by lapse of time or otherwise.

It is understood and agreed, however, that Lessee shall maintain an insurable interest in said additions, fixtures and improvements during the term of this lease and that in the event of any casualty loss to said additions, fixtures and improvements the Lessee shall be entitled to the proceeds from any insurance the Lessee may have carried on the same.

Lessee agrees, upon the termination hereof, to remove all Lessee's property except such as according to the conditions of this lease is to remain as part of the premises.

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COMPLIANCE WITH LAWS--KEEP PREMISES SAFE AND CLEAN

8. The Lessee shall keep said premises and operate his business therein in a manner which shall be in compliance with all laws, rules and regulations, orders and ordinances of the city, county, state and federal government and any department of either, and will not suffer or permit the premises to be used for any unlawful purpose, and he will protect the Lessor and save him and the said premises harmless from any and all fines and penalties that may result from or be due to any infractions of, or non-compliance with, the said laws, rules, regulations, orders and ordinances. Lessee agrees to keep the said premises and all sidewalks and approaches thereto in a safe condition and free and clear of ice and snow and all other matter which may be dangerous to the public and free of all obstructions.

Lessee will hold Lessor exempt and harmless for and on account of any damages or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the premises by Lessee, or arising from the failure of Lessee to keep the premises in good condition as herein provided.

DAMAGE BY FIRE OR OTHER CASUALTY TERMINATION PRIVILEGES

9. It is provided that in case the said premises, or any part thereof, shall at any time be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be unfit for occupation or use, then the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained in loss of occupation of the premises, shall be suspended, cease to be payable and so continue until said premises shall be rebuilt or made fit for occupation and use, or if such damage to the said demised premises or to the building in which the demised premises are situated, is to the extent of 50% or more, then this lease may be terminated at the election of the Lessor, notice of which election, if exercised, shall be given in writing within 25 days from date of casualty, provided also that in case the building containing said premises is totally destroyed or work to put the premises in tenantable condition is not commenced within one month from the time of said damage and continued thereafter, with reasonable diligence, then this lease may be terminated at the election of the Lessee, notice of which election, if exercised, must be given in writing within 35 days from date of casualty. Each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitations that this waiver shall apply only when permitted by the applicable policy of insurance.

PERSONAL PROPERTY AT RISK OF LESSEE

10. All personal property in the leased premises shall be at the risk of the Lessee only and the Lessor shall not be or become liable for any damage to said personal property, so said premises or to said Lessee or to any other persons or property caused by water leakage, steam, sewerage, gas or odors or for any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes or any fixtures, equipment or appurtenances whatsoever, or for any damage occasioned by water, snow or ice, being upon or coming through the roof, sky-light, trap door, or otherwise, or for any damage arising from any act or neglect of other tenants, occupants, or employees of the building in which the leased premises are situated or arising by reason of the use of, or any defect in, the said building or any of the fixtures, equipment or appurtenances therein, or by the act or neglect of any other person or caused in any other manner whatsoever.

RIGHT OF LESSOR TO ENTER FOR REPAIRS, ALTERATIONS, ETC.

11. The Lessor, his agents or representatives, shall have the right to enter said premises at all reasonable times, to examine or exhibit the same, or to make such repairs, additions or alterations as Lessor may see fit to make for the safety, improvement or preservation thereof, or of the building of which the leased premises are a part or for any other reasonable purpose. The Lessor may display "for rent" signs on or about the said premises and in the windows thereof for sixty days prior to the termination of this lease.

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DEFAULT, BANKRUPTCY, ETC.

12. Should default be made by the Lessee in the payment of the rental herein reserved, or any part thereof, when and as herein provided, or should Lessee make default in the performing, fulfilling, keeping or observing of any of the Lessee's other covenants, conditions, provisions or agreements herein contained, or should a petition in bankruptcy be filed by the Lessee or should the Lessee be adjudged bankrupt or insolvent by any court or should a trustee or receiver in bankruptcy or a receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee or should the demised premises become vacant or abandoned or should this lease by operation of law pass to any person other than the Lessee, or should the leasehold interest be levied or under execution, then and in any of such events the Lessor may, if the Lessor so desires, without demand of any kind or notice to the Lessee, or any other person at once declare this lease terminated, and the Lessor may re-enter said premises without any formal notice or demand and hold and enjoy the same thenceforth as if these presents had not been made, without prejudice, however, to any right of action or remedy of the Lessor in respect to any breach by the Lessee of any of the covenants herein contained. In case Lessor does not elect to take advantage of the right to terminate this lease conferred by the foregoing provision of this paragraph, the Lessor shall nevertheless have and Lessor is hereby expressly given the right to re-enter the said premises, with or without legal process, should any of the events hereinbefore specified take place or occur, and to remove the Lessee's signs, and all property and effects of the Lessee or other occupants of said premises, and if the Lessor so desires, to relet the said premises or any part thereof upon such terms, and to such person or persons and for such period or periods as may seem fit to the Lessor, and in case of such reletting, the Lessee shall be liable to the Lessor for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this lease and the net rent for such residue of the term realized by the Lessor by such reletting, such net rent to be determined by deducting from the entire rent received by Lessor from such reletting the expenses of recovering possession, reletting, altering and repairing said premises and collecting rent therefrom; and the Lessee hereby agrees to pay such deficiency each month as the same may accrue, the Lessee to pay to the Lessor within five (5) days after the expiration of each month during such residue of the term, the difference between the rent and payments for said month as fixed by this lease and the net amount realized by the Lessor from the premises during said month.

VACATION OF PREMISES BY LESSEE
LIEN ON PERSONAL PROPERTY

13. If the Lessee shall not promptly remove all his property from said premises whenever the Lessor shall become entitled to the possession of said premises as herein agreed, the Lessor may, without notice, remove the same, or any of the same, in any manner that the Lessor may choose, and the Lessee will pay the Lessor, on demand, any and all expenses incurred in such removal, and also storage on said effects for any length of time during which the same shall be in the Lessor's possession or control, or if the Lessee shall at any time vacate or abandon said premises, and leave any goods or chattels in, upon or about the premises, for a period of ten days after such vacation or abandonment, or after the termination of this lease in any manner whatsoever, then the Lessor shall have the right to sell all or any part of said goods and chattels, at public or private sale, without giving any notice to the Lessee, or any notice of sale, all notices required by statute or otherwise being hereby expressly waived, and to apply the proceeds of such sale, first to the payment of all costs and expenses of conducting the sale or caring for or storing the goods and chattels; and, second, to apply the balance, if any, to any indebtedness due from the Lessee to the Lessor; and third, to deliver any additional surplus, on demand in writing, to the Lessee. It is further agreed that all the goods, chattels, fixtures and other personal property belonging to said Lessee, which are, or may be put into the said leased premises during said term, whether exempt or not from sale under execution and attachment under the laws of the State of Nebraska, shall at all times be bound with a first lien in favor of said Lessor, and shall be chargeable for all rent hereunder and the fulfillment of the other covenants and agreements herein contained, which said lien may be enforced in like manner as a chattel mortgage, or in any other manner afforded by law.

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CONTINUED OCCUPANCY OF PREMISES

14. Lessee covenants to, and it is the essence of this lease that the Lessee shall, continuously and uninterruptedly during the term of this lease, occupy and use the premises for the purpose hereinabove specified, except while premises are untenantable by reason of fire or other unavoidable casualty, and in this connection it is agreed that in case of breach of this covenant the Lessee shall, in addition to the rental hereinabove provided for, pay to the Lessor monthly a sum equal to 25% of the monthly rental stipulated herein, for each and every month during which the premises are not so continuously and uninterruptedly used and occupied, as liquidated damages for the Lessee's breach of covenant, it being recognized by the parties that the exact amount of damages to the Lessor on account of such breach cannot be accurately ascertained. This provision shall, however, in no wise abridge or affect any other right or remedy which the Lessor may have on account of or in connection with the Lessee's breach of this covenant.

Provided also, and this lease is upon these express conditions, that the Lessor and the Lessor's successor or assigns shall have the right to terminate this lease absolutely at the end of the calendar month by first giving to the Lessee, or the Lessee's assigns, or by leaving at said demised premises, addressed to the Lessee, at least six months before the date of such termination, a written notice of the Lessor's intention to remodel, remove or demolish the said building, or to sell, or make a ground lease of the land thereunder, the rate of rent herein stipulated being the consideration for this agreement.

HOLDOVER

15. The Lessee agrees at the termination of this lease, by lapse of time or otherwise, to forthwith leave, surrender and yield up the demised premises in good and substantial order and repair. It is understood and agreed that this lease shall not extend beyond the term herein granted, and a holding over or continuance in the occupancy of the demised premises shall not work an extension of the said lease, but in any and all such cases, the Lessee shall be a trespasser or a tenant at will at the option of the Lessor, subject to removal by the said Lessor by summary process and proceedings, it being provided further that an acceptances of rent by the Lessor during such holding over period shall operate to create a tenancy from month to month only, terminable upon thirty days' notice, and in that case all provisions of this lease not consistent with a tenancy from month to month shall remain in force.

ACCEPTANCE OF RENT AFTER PROCEEDINGS

16. It is agreed that after the service of notice of the commencement of suit, or after final judgment for possession of the premises, the Lessor may receive and collect any rent due without prejudice to, nor waiver of or effect upon the said notice, suit, or judgment.

CHARGES ADDED TO RENT

17. In the event of the failure of the Lessee to perform any of the covenants, agreements or conditions herein contained, the Lessor shall have the right but shall not be obligated to pay any sum of money or incur any expense which should have been paid or incurred by the Lessee in the performance of any such covenant, agreement or condition. The Lessee covenants that in case the Lessor, by reason of the failure of the Lessee to perform any of the covenants, agreements, or conditions herein contained, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires the payment of money, then the sum or sums so paid or required to be paid, together with interest, costs and damages, shall be added to the installment of rent, next becoming due and shall be collectible as additional rent in the same manner and with the same remedies as if it had been originally reserved, any sum so paid by Lessor to bear interest at the rate of 6% per annum from date of payment by Lessor to date of repayment by Lessee.

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WAIVER--NONE

18. The failure of the Lessor to insist upon a strict performance of any of the covenants or conditions of this lease or to exercise any right or option herein conferred in any one or more instances, shall not be construed as a waiver or a relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the Lessor of any act or thing which Lessor is not obligated to do hereunder shall not be deemed to impose any obligation upon the Lessor to do any such act or thing in the future or in any way change or alter any of the provisions of this lease.

SURRENDER VALID UNLESS WRITTEN

19. No surrender of the premises for the remainder of the term herein shall be binding upon the Lessor unless accepted by the Lessor in writing. Without limiting the scope or effect of the last preceding sentence, it is agreed that the receipt or acceptance of the keys of the premises by the Lessor shall not constitute an acceptance of a surrender of said premises.

LESSOR'S RIGHT CUMULATIVE--NO CHANGE HEREOF EXCEPT IN WRITING

20. All rights and remedies of the Lessor under or in connection with this lease shall be cumulative and none shall be exclusive of any other rights or remedies allowed by law. No agreements shall be held as changing or in any manner modifying, adding to or detracting from any of the terms or conditions of this lease, unless such agreement shall be in writing, executed by both parties hereto.

EMINENT DOMAIN

21. If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken from the day the possession of that part shall be required for any purpose, and the rent shall be paid up to that day, and if such portion of the demised premises is so taken as to destroy the usefulness of the premises for the purpose for which the premises were leased, then, from that day the Lessee shall have the right either to terminate the lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the minimum rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Lessor, including such damages as shall be awarded as compensation for diminution in value to the leasehold, provided, however, that the Lessor shall not be entitled to any portion of the award made to the Lessee.

EXPLANATORY PROVISION

22. The words "Lessor" and "Lessee" shall be taken to include and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and shall be taken in the plural sense, whenever the context requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless of the number or gender thereof.

Headings of the various paragraphs herein are inserted merely as a matter of convenience and for reference and shall not be considered as in any manner defining, limiting or describing the scope or intent of the particular paragraphs to which they refer or as affecting the meaning or construction of the language in the body of such paragraphs.

23. Tripe Net Lease: Lessee shall pay all taxes, insurance and other maintenance required by the mortgage in favor of The Ohio National Life Insurance Company, which mortgage is by this reference made a part hereof.

24. Lessee hereby accepts the premises as satisfactory to all requirements of Lessee and agrees that it is absolutely obligated to pay the rent set forth in paragraph 2 hereof.

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25. If Lessor does not now have possession of the premises, it is hereby covenanted and agreed that if the demised premises above described shall not be available for occupancy at the date named in said lease as the time when the lease term is to commence, then said lease shall commence on the date when said premises shall be available for occupancy, and a pro rata abatement of the rental herein provided shall be made until said premises are available for occupancy but the expiration of said lease shall remain the same; and the Lessor shall not be liable for any loss or damage of any kind whatsoever that the Lessee may sustain or claim to have sustained by reason of such delay.

Until this lease is executed on behalf of all parties hereto, it shall be construed as an offer of proposed Lessee to proposed Lessor.

Time being of the essence, this lease must be completed on behalf of all parties on or before _____ to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this lease this ____ day of _____, 19__.

WITNESS:

99-Maple Partnership

- ---

Lessor

By /s/ Mary E. West

- ---

Lessor

WEST TELEMARKETING CORPORATION

- ---

Lessee

By /s/ Gary West, President

- ---

Lessee

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GUARANTEE

In consideration of the execution of the within lease by the Lessor at _____ request and on the faith of this guarantee, _____ hereby guarantee unto the Lessor and to the Lessor's assigns, the payment of the rent and the performance of all the covenants of the Lessee under said lease, and _____ will pay all expenses, including attorney's fees incurred in enforcing the obligations of the Lessee or incurred in enforcing this guarantee, and _____ hereby waive notice of any default under said lease and agree that _____ liability hereunder shall not be released or affected by any extension of time for payment or by any forbearance or by any waiver or consent by the obligee herein or by any modifications of the said lease.

WITNESS _____ hand at the date of the within lease.

In presence of: _____

ASSIGNMENT AND ACCEPTANCE

For value received, the Lessee hereby assigns all right, title and Interest in and to the within lease, from and after _____, 19____ unto _____ his or its heirs and assigns, and in consideration of the Lessor's consent to this assignment agrees to remain primarily liable to the Lessor, jointly and severally with the assignee, for the performance of all of the covenants on the part of the Lessee in said lease mentioned.

Dated this _____ day of _____, 19____.

In consideration of the above assignment, and the written consent of the Lessor hereto, the undersigned hereby assumes and agrees to make all payments from and after _____, 19____ and to perform all the covenants and conditions of the within lease to be made and performed by the Lessee, and to have the assigner harmless from all liability thereunder.

Dated this _____ day of _____, 19____.

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CONSENT TO ASSIGNMENT

Lessor hereby consents to the assignment of the within lease to _____ on the express conditions, however that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Lessee as herein mentioned and that no further assignment of said lease or subletting of the premises, or any part hereof, shall be made without the written consent of the Lessor first had thereto.

Dated this _____ day of _____, 19_____.

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LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description: That part of Lots A and B, Block 1, MAPLE VILLAGE, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, described as follows:

(See attached page for complete legal)

Plat to scale showing tract surveyed with all pertinent points.

LEGAL DESCRIPTION:

That part of Lots A and B, Block 1, MAPLE VILLAGE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:
Beginning at the Point of Intersection of the South line of Wirt Street, as dedicated, and the East line of Lot A, Block 1, MAPLE VILLAGE as surveyed, platted, and recorded; thence North 90 degrees 00 minutes 00 seconds West (Assumed Bearing) for 385.00 feet along the said South line of Wirt Street; thence South 00 degrees 03 minutes 28 seconds West for 384.23 feet; thence South 89 degrees 46 minutes 19 seconds East for 59.89 feet; thence South 00 degrees 05 minutes 25 seconds West for 204.86 feet to the North line of Maple Street; thence South 89 degrees 54 minutes 53 seconds East for 100.30 feet along said North line of Maple Street; thence along a curve to the left (having a radius of 89.00 feet and a long chord bearing North 59 degrees 13 minutes 36 seconds East for 91.46 feet) for an arc distance of 96.05 feet along the Westerly line of Maplewood Boulevard; thence North 28 degrees 12 minutes 01 seconds East for 44.09 feet along said Westerly line of Maplewood Boulevard; thence along a curve to the right (having a radius of 205.52 feet and a long chord bearing North 39 degrees 54 minutes 12 seconds East for 82.96 feet) for an arc distance of 83.53 feet along the said Westerly line of Maplewood Boulevard; thence along a curve to the left (having a radius of 190.04 feet and a long chord bearing North 40 degrees 31 minutes 01seconds East for 72.66 feet) for an arc distance of 73.11 feet along the said Westerly line of Maplewood Boulevard; thence continuing along said curve to the left (having a radius of 190.04 feet and a long chord bearing North 14 degrees 39 minutes 59seconds East for 97.28 feet) for an arc distance of 98.38 feet along the said Westerly line of Maplewood Boulevard; thence North 04 degrees 21 minutes 20 seconds East for 9.09 feet along the said Westerly line of Maplewood Boulevard; thence North 00 degrees 04 minutes 23 seconds East for 281.78 feet along the said Westerly line of Maplewood Boulevard to the POINT OF BEGINNING.

Contains 4.40 Acres.

LAMP, RYNEARSON & ASSOCIATES, INC.

JOB NUMBER 86-1065

February 18, 1986

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Exhibit 23.02

INDEPENDENT AUDITORS' CONSENT

We consent to the use in this Registration Statement #333-13991 of West TeleServices Corporation on Form S-1 of our report on the consolidated financial statements of West TeleServices Corporation and Subsidiaries dated November 5, 1996, (November , 1996 as to Note J) appearing in the Prospectus, which is part of this Registration Statement, and of our report dated November 5, 1996 relating to the financial statement schedule appearing elsewhere in this Registration Statement.

We also consent to the reference to us under the headings "Experts" in such Prospectus.

DELOITTE & TOUCHE LLP

Omaha, Nebraska

November , 1996

The accompanying consolidated financial statements retroactively reflect the formation of West TeleServices Corporation and its combination with five interrelated predecessor businesses previously under common control and management, which is to be effected prior to the effective date of this Registration Statement. The above consent is in the form which will be signed by Deloitte & Touche LLP upon consummation of such combination, which is described in Note J of Notes to Consolidated Financial Statements, and assuming that, from November 5, 1996 to the date of such combination, no other events shall have occurred, other than those described in Note J of Notes to Consolidated Financial Statements, that would affect the accompanying consolidated financial statements and notes thereto.

DELOITTE & TOUCHE LLP

/s/ DELOITTE & TOUCHE LLP

Omaha, Nebraska

November 10, 1996

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ARTICLE 5
FINANCIAL DATA SCHEDULE AS OF AND FOR THE NINE MONTHS ENDED SEPTEMBER 30, 1996 (Columnar Dollars in Thousands Except Per Share Data)

PERIOD TYPE	9 MOS
FISCAL YEAR END	DEC 31 1996
PERIOD START	JAN 01 1996
PERIOD END	SEP 30 1996
CASH	13,080
SECURITIES	0
RECEIVABLES	63,765
ALLOWANCES	1,670
INVENTORY	0
CURRENT ASSETS	77,560
PP&E	101,013
DEPRECIATION	38,304
TOTAL ASSETS	142,368
CURRENT LIABILITIES	78,400
BONDS	18,171
PREFERRED MANDATORY	0
PREFERRED	0
COMMON	50
OTHER SE	45,747
TOTAL LIABILITY AND EQUITY	142,368
SALES	0
TOTAL REVENUES	235,188
CGS	0
TOTAL COSTS	134,048
OTHER EXPENSES	61,973
LOSS PROVISION	1,098
INTEREST EXPENSE	2,860
INCOME PRETAX	35,980
INCOME TAX	12,740
INCOME CONTINUING	23,240
DISCONTINUED	0
EXTRAORDINARY	0
CHANGES	0
NET INCOME	23,240
EPS PRIMARY	.39
EPS DILUTED	.39

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