

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 2
TO
FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

WEST TELESERVICES CORPORATION
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)
DELAWARE 7389 47-0777362
(STATE OR OTHER (PRIMARY STANDARD INDUSTRIAL (I.R.S. EMPLOYER
JURISDICTION OF CLASSIFICATION CODE NUMBER) IDENTIFICATION NO.)
INCORPORATION OR ORGANIZATION)

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 & ERICKSON & SEDERSTROM, P.C. KIRKLAND & ELLIS
GALLAGHER 10330 REGENCY PARKWAY DRIVE 200 RANDOLPH DRIVE
ONE CITICORP CENTER OMAHA, NEBRASKA 68114 CHICAGO, ILLINOIS 60601
153 EAST 53RD STREET (402) 397-2200 (312) 861-2000
NEW YORK, NEW YORK
10022
(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.

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.

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.....	\$ *
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 * 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

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 20, 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 Opinion of Willkie Farr & Gallagher 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*

- 10.05 Agreement and Plan of Reorganization, dated as of November 20, 1996, by and among the Company and the stockholders of West Telemarketing Corporation, West Interactive Corporation, West Telemarketing Corporation Outbound, West Interactive Canada, Inc. and Interactive Billing Services, Inc.
- 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 20, 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*

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* Previously filed

(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

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.

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 21, 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.

SIGNATURE	TITLE	DATE
/s/ Gary L. West ----- GARY L. WEST	Chairman of the Board of Directors	November 21, 1996
/s/ Mary E. West ----- MARY E. WEST	Vice Chair of the Board of Directors	November 21, 1996
/s/ Troy L. Eaden ----- TROY L. EADEN	Director and Chief Executive Officer (Principal Executive Officer)	November 21, 1996
/s/ Thomas B. Barker ----- THOMAS B. BARKER	Director, President and Chief Operating Officer	November 21, 1996
/s/ Michael A. Micek ----- MICHAEL A. MICEK	Chief Financial Officer (Principal Financial and Accounting Officer)	November 21, 1996

INDEX TO EXHIBITS

EXHIBIT NUMBER -----	EXHIBIT DOCUMENT DESCRIPTION -----	SEQUENTIAL PAGE NUMBER -----
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27.01	Financial Data Schedule*	

* Previously filed

West TeleServices Corporation
Common Stock
(par value \$0.01 per share)

Underwriting Agreement

. , 1996

Goldman, Sachs & Co.,
Salomon Brothers Inc,
Smith Barney Inc.,
As representatives of the several Underwriters
named in Schedule I hereto,
c/o Goldman, Sachs & Co.,
85 Broad Street,
New York, New York 10004

Ladies and Gentlemen:

West TeleServices Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of 5,700,000 shares (the "Firm Shares") and, at the election of the Underwriters, up to 855,000 additional shares (the "Optional Shares") of Common Stock, par value \$0.01 per share ("Stock"), of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "Shares"). Gary L. West and Mary E. West, the chairman and vice chair of the board of the Company, respectively, in their respective individual capacities, are each a party to this agreement and are herein collectively called the "West". For purposes of this Agreement, references to the "subsidiaries" of the Company shall be deemed to include the affiliates of the Company that will become its direct or indirect subsidiaries in connection with the reorganization of the Company contemplated in the Preliminary Prospectus (as defined in Section 1(a)(i) below).

1. (a) The Company and each of the Wests, jointly and severally, represents and warrants to, and agrees with, each of the Underwriters that:

(i) A registration statement on Form S-1 (File No. 333-13991) (as amended to date, the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, and, excluding exhibits thereto, to you for each of the other Underwriters, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has heretofore been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the Company or the Wests, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus");

(ii) No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus filed on or after November 12, 1996, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through Goldman, Sachs & Co. expressly for use therein;

(iii) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the requirements of the Act and the

rules and regulations of the Commission thereunder and do not and will not, as to the Registration Statement and any amendment thereto, as of the applicable effective date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and as to the Prospectus and any amendment or supplement thereto, as of the applicable filing date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through Goldman, Sachs & Co. expressly for use therein;

(iv) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included in the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Prospectus;

(v) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries taken as a whole; and any real property and buildings held under lease by the Company or its subsidiaries are held by the Company or its subsidiary, as the case may be, under valid, subsisting and enforceable leases with such exceptions as are not material or do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries taken as a whole;

(vi) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or material disability by reason of the failure to be so qualified in any such jurisdiction; and each subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation;

(vii) The Company has an authorized capitalization as set forth in the Prospectus, and upon consummation of the reorganization contemplated in the Preliminary Prospectus, all of the issued shares of capital stock of the Company will be duly and validly issued, fully paid and non-assessable and will conform to the description of the Stock contained in the Prospectus; and upon consummation of the reorganization contemplated in the Preliminary Prospectus, all of the issued shares of capital stock of each subsidiary of the Company will be duly and validly authorized and issued, fully paid and non-assessable and, except as described in the Prospectus, will be owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(viii) The Shares to be sold by the Company to the Underwriters hereunder have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform to the description of the Stock contained in the Prospectus;

(ix) The issue and sale of the Shares by the Company hereunder and the compliance by the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject which would have a material adverse effect on the Company or such subsidiaries or which would have a material adverse effect on the consummation of the issue and sale of the Shares, nor will such action result in any violation of (a) the provisions of the Restated Certificate of Incorporation or Restated By-laws of the Company or (b) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties which, in the case of clause (b) would have a material adverse effect on the Company or such subsidiaries or which would have a material adverse effect on the consummation of the issue and sale of the Shares; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except the registration under the Act of the Shares and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(x) Neither the Company nor any of its subsidiaries is in violation of its Certificate of Incorporation or By-laws or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound which would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the

Company and its subsidiaries taken as whole, and other than as set forth or contemplated in the Prospectus neither the Company nor any of its subsidiaries has violated any law or any governmental regulation or requirement which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole;

(xi) The statements set forth in the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, and under the caption "Business--Regulation", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate summaries in all material respects;

(xii) Other than as set forth or contemplated in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole; and, to the best of the Company's knowledge, other than as set forth or contemplated in the Prospectus no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(xiii) The Company is not and, after giving effect to the offering and sale of the Shares, will not be an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(xiv) Deloitte & Touche, LLP who have certified certain financial statements of the Company and its subsidiaries, are independent public accountants as required by the Act and the rules and regulations of the Commission thereunder; and

(xv) The Company and its subsidiaries have filed all federal, state and foreign tax returns which they are required to file under all applicable laws and regulations; all such tax returns are complete and correct in all material respects and have been prepared in accordance with all applicable laws and regulations in all material respects; and the Company and its subsidiaries have paid all taxes and assessments due and owing by them; each of the Company's subsidiaries has made a valid election under Section 1362 of the Internal Revenue Code of 1986, as amended (the "Code"), and any corresponding state or local tax provisions, to be an S corporation for each taxable year it was in existence (including the taxable year ending December 31, 1996), no such election has been terminated by any such subsidiary or otherwise in any taxable year subsequent to the year in which such election was made, and each such subsidiary has qualified as an S corporation under Section 362 of the Code, and any corresponding state or local tax provisions, throughout each such taxable year.

(b) Each of the Wests jointly and severally represents and warrants to, and agrees with, each of the Underwriters and the Company that:

(i) All consents, approvals, authorizations and orders necessary for the execution and delivery by such West of this Agreement have been obtained; and such West has full right, power and authority to enter into this Agreement;

(ii) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus, such West will not offer, sell, contract to sell or otherwise dispose of any securities of the Company that are substantially similar to the Shares, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, without your prior written consent;

(iii) Such West will not, within 180 days after the date of the Prospectus, exercise any of his or her rights under the Registration Rights Agreement to be entered into among the Company, each of the Wests and certain other stockholders of the Company; provided that such West may exercise any such rights so long as such exercise does not, directly or indirectly, cause the Company to file with the Commission a registration statement in respect of any securities of the Company that are substantially similar to the Shares, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities; and

(iv) Such West has not taken and will not take, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of \$_____ the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to 855,000 Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering over-allotments in the sale of the Firm Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus.

4. (a) Certificates in definitive form for the Shares to be purchased by each Underwriter hereunder, and in such authorized denominations and registered in such names as Goldman, Sachs & Co. may request upon at least forty-eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to Goldman, Sachs & Co., for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer, payable to the order of the Company in federal (immediately available) funds. The Company will cause the certificates representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004 (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on _____, 1996 or such other time and date as Goldman, Sachs & Co. and the Company may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York time, on the date specified by Goldman, Sachs & Co. in the written notice given by Goldman, Sachs & Co. of the Underwriters' election to purchase such Optional Shares, or such other time and date as Goldman, Sachs & Co. and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 7(i) hereof, will be delivered at the offices of Kirkland & Ellis, 153 East 53rd Street, New York, New York 10022 (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location atp.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each

Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or Prospectus which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed and to furnish you with copies thereof; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or prospectus, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or prospectus or suspending any such qualification, promptly to use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary during such period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as you may from time

to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance, and in case any Underwriter is required to deliver a prospectus in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations thereunder (including, at the option of the Company, Rule 158);

(e) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus, not to offer, sell, contract to sell or otherwise dispose of, except as provided hereunder, any securities of the Company that are substantially similar to the Shares, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), without your prior written consent;

(f) During a period of three years from the effective date of the Registration Statement, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to you (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional publicly disclosed information concerning the business and financial condition of the Company as you may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission);

(g) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Prospectus under the caption "Use of Proceeds";

(h) To use its reasonable best efforts to list, subject to notice of issuance, the Shares on the Nasdaq National Market ("NASDAQ");

(i) To file with the Commission such reports on Form SR as may be required by Rule 463 under the Act; and

(j) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus, not to grant any options to purchase, or other rights to receive, Stock or any substantially similar securities, which options or rights are exercisable within such period or to accelerate the vesting schedule of any outstanding options to purchase, or other rights to receive, Stock or any substantially similar securities so that such options or rights would or could be exercisable within such period.

6. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) all fees and expenses in connection with listing the Shares on NASDAQ; (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 the Shares; (vi) the cost of preparing stock certificates; (vii) the cost and charges of any transfer agent or registrar; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 8 and 11 hereof, the Underwriters will pay all of their own costs and expenses, including the fees, disbursements and expenses of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

7. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and of the Wests herein are, at and as of such Time of Delivery, true and correct, the condition that the Company and the Wests shall have performed all of its and their obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; if the Company elected to rely upon Rule 462(b), the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or

threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Kirkland & Ellis, counsel for the Underwriters, shall have furnished to you such opinion or opinions (a draft of each such opinion is attached as Annex II(a) hereto), dated such Time of Delivery, with respect to the matters covered in paragraphs (i), (ii), (vii) and (xi) of subsection (c) below as well as such other related matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) _____, counsel for the Company, shall have furnished to you their written opinion (a draft of each such opinion is attached as Annex II(b) hereto), dated such Time of Delivery, in form and substance satisfactory to you, to the effect that: [Apportionment of following opinions between Erickson & Sederstrom, Willkie, Farr & Gallagher and Hall, Dickler to be discussed.]

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus;

(ii) The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company (including the Shares being delivered at such Time of Delivery) have been duly and validly authorized and issued and are fully paid and nonassessable; and the Shares conform in all material respects as to legal matters to the description of the Stock contained in the Prospectus under the caption "Description of Capital Stock";

(iii) The Company has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of Virginia, Texas, Nebraska and New York, is subject to no material liability or disability by reason of failure to be so qualified in any such jurisdiction (such counsel being entitled to rely in respect of the opinion in this clause upon opinions of local counsel and in respect of matters of fact upon certificates of officers of the Company, provided that such counsel shall state that they believe that both you and they are justified in relying upon such opinions and certificates);

(iv) Each Significant Subsidiary (as defined in Rule 1-02(w) of Regulation S-X and including for purposes of this Agreement any single subsidiaries which, taken in the aggregate, would constitute a Significant Subsidiary) of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation; and all of the issued shares of capital stock of each such Significant Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable, and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims (such counsel being entitled to rely in respect of the opinion in this clause upon

opinions of local counsel and in respect to matters of fact upon certificates of officers of the Company or its subsidiaries, provided that such counsel shall state that they believe that both you and they are justified in relying upon such opinions and certificates);

(v) To the best of such counsel's knowledge and other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its Significant Subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its Significant Subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its Significant Subsidiaries; and, to the best of such counsel's knowledge, no such proceedings have been threatened or are contemplated by governmental authorities or threatened in writing by others;

(vi) This Agreement has been duly authorized, executed and delivered by the Company;

(vii) The issue and sale of the Shares being delivered at such Time of Delivery by the Company and the compliance by the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any of the documents filed as exhibits to the Registration Statement, nor will such action result in any violation of the provisions of the Restated Certificate of Incorporation or Restated By-laws of the Company or any United States Federal or New York State statute or any order, rule or regulation known to such counsel of any court or governmental agency or body having jurisdiction over the Company or any of its Significant Subsidiaries or any of their properties;

(viii) To the best knowledge of such counsel, no consent, approval, authorization, order, registration or qualification of or with any United States Federal or New York State court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except the registration under the Act of the Shares, and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(ix) The statements set forth in the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, and under the caption "Business--Regulation", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate summaries in all material respects;

(x) The Company is not an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act;

(xi) The Registration Statement and the Prospectus and any further amendments and supplements thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules and the other financial data contained therein, as to which such counsel need express no opinion) appear on their face to have been appropriately responsive in all material respects to the applicable requirements of the Act and the rules thereunder.

Such counsel shall state that, in connection with the preparation of the Registration Statement it has participated in conferences with officers and other representatives of the Company, representatives of the independent certified public accountants of the Company and the Underwriters at which the contents of the Registration Statement, the Prospectus and related matters were discussed and, although such counsel has not undertaken to investigate or verify independently, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus or any amendments or supplements thereto (except as specified in subsection (ix) above), no facts have come to such counsel's attention that would lead them to believe that, as of its effective date, the Registration Statement or any further amendment thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein and other financial data therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its date, the Prospectus or any further amendment or supplement thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein and other financial data therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that, as of such Time of Delivery, either the Registration Statement or the Prospectus or any further amendment or supplement thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein and other financial data therein, as to which such counsel need express no opinion) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xii) To the best of such counsel's knowledge, there are no contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be described in the Registration Statement or the Prospectus which are not filed or described as required.

In rendering such opinions, such counsel may (a) rely as to matters involving the application of laws other than the laws of the United States and the laws of the State of New York, [the State of Nebraska] and the General Corporation Law of the State of Delaware, to the extent such counsel deems proper and to the extent specified in such opinion, if at all, upon an

opinion or opinions (reasonably satisfactory to Underwriters' counsel) of other counsel reasonably acceptable to the Underwriters' counsel, familiar with the applicable laws, and (b) may state that they express no opinion as to the laws of any jurisdiction outside the United States.

(d) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, Deloitte & Touche, LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you, to the effect set forth in Annex I hereto (the executed copy of the letter delivered prior to the execution of this Agreement is attached as Annex I(a) hereto and a draft of the form of letter to be delivered on the effective date of any post-effective amendment to the Registration Statement and as of each Time of Delivery is attached as Annex I(b) hereto);

(e) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus, and (ii) since the respective dates as of which information is given in the Prospectus there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Prospectus, the effect of which, in any such case described in Clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(f) On or after the date hereof there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on NASDAQ; (ii) a suspension or material limitation in trading in the Company's securities on NASDAQ; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities; or (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if the effect of any such event specified in this Clause (iv) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(g) The Shares to be sold at such Time of Delivery shall have been duly listed, subject to notice of issuance, on NASDAQ;

(h) The Company has obtained and delivered to the Underwriters executed copies of an agreement from each of the directors and officers of the Company (other than the Wests) substantially to the effect set forth in Subsection 5(e) hereof in form and substance satisfactory to you;

(i) The Company shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a), (e) and (j) of this Section and as to such other matters as you may reasonably request; and

(j) The reorganization of the Company and its subsidiaries contemplated in the Preliminary Prospectus shall have been consummated and completed in all respects.

8. (a) The Company and each of the Wests, jointly and severally, will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state in the Preliminary Prospectus or the Prospectus, or any amendment or supplement thereto, a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or arise out of or are based upon the omission or alleged omission to state in the Registration Statement, or any amendment thereto, a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company and the Wests shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any Underwriter through Goldman, Sachs & Co. expressly for use therein; and provided, further, that the liability of the Wests shall not exceed the Proceeds (as defined in Section 8(f) below) received by the Wests. Notwithstanding the foregoing, and without limiting in any way the ability of any Underwriter to commence an action or proceeding against the Wests on a joint and several basis, the Wests shall not be required to make payment of any amount pursuant to the indemnity contained in this subsection (a) to any Underwriter unless and until the Company has failed to pay any amount owed to such Underwriter under the indemnity contained in this subsection (a) within 20 business days after the earlier to occur

of (i) a written demand by the Underwriters on the Company for payment by the Company of such amount and receipt thereof by the Company, or (ii) entry of a final judgment by a court of competent jurisdiction, from which the time period for filing an appeal has expired, against the Company providing for payment to the Underwriters of such amount; provided, however, that after any Insolvency Event (as hereinafter defined) the Wests shall be liable in accordance with this subsection (a) without regard to the provisions set forth in this subsection (a). For purposes of this subsection (a), an "Insolvency Event" shall have occurred when the Company has commenced a voluntary proceeding, under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, or other proceeding to be adjudicated a bankrupt or insolvent, or otherwise consented to the entry of a decree or order for relief in respect of the Company in any involuntary proceeding or to the commencement of any similar proceeding against it, or had entered against it any decree or order for relief in any such involuntary proceeding or adjudging the Company a bankrupt or insolvent or appointing a custodian, receiver or similar official of the Company, or of any substantial part of its property, or had any such party appointed or take possession thereof, or made any assignment for the benefit of creditors, or taken any corporate action to authorize any of the foregoing actions.

(b) Each Underwriter will indemnify and hold harmless the Company and each West against any losses, claims, damages or liabilities to which the Company or such West may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (if made in the Preliminary Prospectus or the Prospectus), not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, the Registration Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such Underwriter through Goldman, Sachs & Co. expressly for use therein; and will reimburse the Company and each West for any legal or other expenses reasonably incurred by the Company or such West in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party

similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Wests on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Wests on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Wests on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the Shares purchased under this Agreement (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters with respect to the Shares purchased under this Agreement, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Wests on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, each of the Wests and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were determined by

pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company and the Wests under this Section 8 shall be in addition to any liability which the Company and the respective Wests may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 8 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company within the meaning of the Act.

(f) For purposes of this Agreement, "Proceeds" shall mean, with respect to any person, the portion of the distributions received by such person in excess of such person's pro rata share of \$_____ [the total available cash of the Company used to pay the Stockholders Notes (as defined in the Prospectus)], whether directly or indirectly, whether in the form of cash or note(s), and whether at or prior to any Time of Delivery, in connection with the reorganization of the Company and its subsidiaries described in the Prospectus under the caption "Reorganization and Termination of S Corporation Status."

9. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so arranged for the purchase of such Shares, you or the Company shall have the right to postpone such Time

of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

10. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Wests and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or either of the Wests, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

11. If this Agreement shall be terminated pursuant to Section 9 hereof, neither the Company nor the Wests shall then be under any liability to any Underwriter except as provided in Sections 6 and 8 hereof; but, if for any other reason, any Shares are not

delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter in respect of the Shares not so delivered except as provided in Sections 6 and 8 hereof.

12. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by Goldman, Sachs & Co. on behalf of you as the representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as the representatives in care of Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004, Attention: Registration Department; if to the Wests shall be delivered or sent by mail, telex or facsimile transmission to _____; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 8(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company or the Wests by you upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof.

13. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Wests and, to the extent provided in Sections 8 and 10 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

14. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us six counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters, the Company and each of the Wests. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Wests for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

West TeleServices Corporation

By: _____

Name:
Title:

Gary L. West

Mary A. West

Accepted as of the date hereof:

Goldman, Sachs & Co.
Salomon Brothers Inc
Smith Barney Inc.

By: _____

(Goldman, Sachs & Co.)

On behalf of each of the Underwriters

SCHEDULE I

Underwriter -----	Total Number of Firm Shares to Be Purchased -----	Number of Optional Shares to be Purchased if Maximum Option Exercised -----
Goldman, Sachs & Co.		
Salomon Brothers Inc.....		
Smith Barney Inc.....		
[Names of other Managers].....		
Total.....		

Pursuant to Section 7(d) of the Underwriting Agreement, the accountants shall furnish letters to the Underwriters to the effect that:

(i) They are independent certified public accountants with respect to the Company and its subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder;

(ii) In their opinion, the financial statements and any supplementary financial information and schedules (and, if applicable, financial forecasts and/or pro forma financial information) examined by them and included in the Prospectus or the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations thereunder; and, if applicable, they have made a review in accordance with standards established by the American Institute of Certified Public Accountants of the unaudited consolidated interim financial statements, selected financial data, pro forma financial information, financial forecasts and/or condensed financial statements derived from audited financial statements of the Company for the periods specified in such letter, as indicated in their reports thereon, copies of which have been furnished to the representatives of the Underwriters (the "Representatives") and are attached hereto;

(iii) They have made a review in accordance with standards established by the American Institute of Certified Public Accountants of the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus as indicated in their reports thereon copies of which are attached hereto and on the basis of specified procedures including inquiries of officials of the Company who have responsibility for financial and accounting matters regarding whether the unaudited condensed consolidated financial statements referred to in paragraph (vi)(A)(i) below comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations, nothing came to their attention that caused them to believe that the unaudited condensed consolidated financial statements do not comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations;

(iv) The unaudited selected financial information with respect to the consolidated results of operations and financial position of the Company for the five most recent fiscal years included in the Prospectus agrees with the corresponding amounts (after restatements where applicable) in the audited consolidated financial statements for such five fiscal years;

(v) They have compared the information in the Prospectus under selected captions with the disclosure requirements of Regulation S-K and on the basis of limited procedures specified in such letter nothing came to their attention as a result of the

foregoing procedures that caused them to believe that this information does not conform in all material respects with the disclosure requirements of Items 301, 302, 402 and 503(d), respectively, of Regulation S-K;

(vi) On the basis of limited procedures, not constituting an examination in accordance with generally accepted auditing standards, consisting of a reading of the unaudited financial statements and other information referred to below, a reading of the latest available interim financial statements of the Company and its subsidiaries, inspection of the minute books of the Company and its subsidiaries since the date of the latest audited financial statements included in the Prospectus, inquiries of officials of the Company and its subsidiaries responsible for financial and accounting matters and such other inquiries and procedures as may be specified in such letter, nothing came to their attention that caused them to believe that:

(A) (i) the unaudited consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations, or (ii) any material modifications should be made to the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus for them to be in conformity with generally accepted accounting principles;

(B) any other unaudited income statement data and balance sheet items included in the Prospectus do not agree with the corresponding items in the unaudited consolidated financial statements from which such data and items were derived, and any such unaudited data and items were not determined on a basis substantially consistent with the basis for the corresponding amounts in the audited consolidated financial statements included in the Prospectus;

(C) the unaudited financial statements which were not included in the Prospectus but from which were derived any unaudited condensed financial statements referred to in Clause (A) and any unaudited income statement data and balance sheet items included in the Prospectus and referred to in Clause (B) were not determined on a basis substantially consistent with the basis for the audited consolidated financial statements included in the Prospectus;

(D) any unaudited pro forma consolidated condensed financial statements included in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Act and the published rules and regulations thereunder or the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

(E) as of a specified date not more than five days prior to the date of such letter, there have been any changes in the consolidated capital stock (other than issuances of capital stock upon exercise of options and stock appreciation rights,

upon earn-outs of performance shares and upon conversions of convertible securities, in each case which were outstanding on the date of the latest financial statements included in the Prospectus) or any increase in the consolidated long-term debt of the Company and its subsidiaries, or any decreases in consolidated net current assets or stockholders' equity or other items specified by the Representatives, or any increases in any items specified by the Representatives, in each case as compared with amounts shown in the latest balance sheet included in the Prospectus, except in each case for changes, increases or decreases which the Prospectus discloses have occurred or may occur or which are described in such letter; and

(F) for the period from the date of the latest financial statements included in the Prospectus to the specified date referred to in Clause (E) there were any decreases in consolidated net revenues or operating profit or the total or per share amounts of consolidated net income or other items specified by the Representatives, or any increases in any items specified by the Representatives, in each case as compared with the comparable period of the preceding year and with any other period of corresponding length specified by the Representatives, except in each case for decreases or increases which the Prospectus discloses have occurred or may occur or which are described in such letter; and

(vii) In addition to the examination referred to in their report(s) included in the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraphs (iii) and (vi) above, they have carried out certain specified procedures, not constituting an examination in accordance with generally accepted auditing standards, with respect to certain amounts, percentages and financial information specified by the Representatives, which are derived from the general accounting records of the Company and its subsidiaries, which appear in the Prospectus, or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Representatives, and have compared certain of such amounts, percentages and financial information with the accounting records of the Company and its subsidiaries and have found them to be in agreement.

RESTATED CERTIFICATE OF INCORPORATION

OF

WEST TELESERVICES CORPORATION

WEST TELESERVICES CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is West TeleServices Corporation. West TeleServices Corporation was originally incorporated under the name West InfoServices, Inc., and the original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on February 22, 1994.

2. Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Restated Certificate of Incorporation further restates and integrates and further amends the provisions of the Certificate of Incorporation of this corporation.

3. This Restated Certificate of Incorporation was duly adopted by the written consent of the Board of Directors of the corporation and by the written consent of the stockholders of the corporation in accordance with the applicable provisions of Sections 141, 228, 242 and 245 of the General Corporation Law of the State of Delaware.

4. The text of the Certificate of Incorporation of the corporation is hereby restated and further amended to read in its entirety as follows:

ARTICLE I

The name of the Corporation (the "Corporation") is: West TeleServices Corporation.

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

1. The total number of shares which the Corporation shall have the authority to issue is 210,000,000 shares, which shall consist of (i) 200,000,000 shares of Common Stock, par value \$.01 per share (the "Common Stock"), and (ii) 10,000,000 shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock").

2. The Preferred Stock may be issued from time to time as herein provided in one or more series. The designations, relative rights, preferences and limitations of the Preferred Stock, and particularly of the shares of each series thereof, may, to the extent permitted by law, be similar to or differ from those of any other series. The Board of Directors of the Corporation is hereby expressly granted authority, subject to the provisions of this Article IV, to fix, from time to time before issuance thereof, the number of shares in each series and all designations, relative rights, preferences and limitations of the shares in each such series, including, but without limiting the generality of the foregoing, the following:

(a) the designation of the series and the number of shares to constitute each series;

(b) the dividend rate on the shares of each series, any conditions on which and times at which dividends are payable, whether dividends shall be cumulative, and the preference or relation (if any) with respect to such dividends (including preferences over dividends on the Common Stock or any other class or classes);

(c) whether the series will be redeemable (at the option of the Corporation or the holders of such shares or both, or upon the happening of a specified event) and, if so, the redemption prices and the conditions and times upon which redemption may take place and whether for cash, property or rights, including securities of the Corporation or another Corporation;

(d) the terms and amount of any sinking, retirement or purchase fund;

(e) the conversion or exchange rights (at the option of the Corporation or the holders of such shares or both, or upon the

happening of a specified event), if any, including the conversion or exchange price and other terms of conversion or exchange;

(f) the voting rights, if any (other than any voting rights that the Preferred Stock may have as a matter of law);

(g) any restrictions on the issue or reissue or sale of additional Preferred Stock;

(h) the rights of the holders upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation (including preferences over the Common Stock or any other class or classes or series of stock);

(i) the preemptive rights, if any, to subscribe to additional issues of stock or securities of the Corporation; and

(j) such other special rights and privileges, if any, for the benefit of the holders of the Preferred Stock, as shall not be inconsistent with provisions of this Restated Certificate of Incorporation.

All shares of Preferred Stock of the same series shall be identical in all respects, except that shares of any one series issued at different times may differ as to dates, if any, from which dividends thereon may accumulate. All shares of Preferred Stock of all series shall be of equal rank and shall be identical in all respects except that any series may differ from any other series with respect to any one or more of the designations, relative rights, preferences and limitations described or referred to in subparagraphs 2(a) to 2(j) inclusive above.

ARTICLE V

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the by-laws of the Corporation. Upon effectiveness of this Restated Certificate of Incorporation, the directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The term of the initial Class I directors shall terminate on the date of the 1997 annual meeting of stockholders; the term of the initial Class II directors shall terminate on the date of the 1998 annual meeting of stockholders; and the term of the initial Class III directors shall terminate on the date of the 1999 annual meeting of stockholders. At each annual meeting of stockholders beginning in 1997, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the

classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional directors of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Any director may be removed from the Board of Directors, with or without cause, by the holders of a majority of the shares of capital stock entitled to vote, either by written consent or consents or at any special meeting of the stockholders called for that purpose, and the office of such director shall forthwith become vacant. Any vacancy on the Board of Directors, howsoever resulting, may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy shall hold office for a term that shall coincide with the term of the class to which such director shall have been elected.

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Restated Certificate of Incorporation or the resolution or resolutions adopted by the Board of Directors pursuant to Article IV applicable thereto, and such directors so elected shall not be divided into classes pursuant to this Article V unless expressly provided by such terms.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the Corporation.

ARTICLE VII

1. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

2. Meetings of stockholders may be held at such place either within or without the State of Delaware, as may be designated by or in the manner provided by the by-laws. The books of the Corporation may be kept (subject to any provision contained in the statutes of the State of Delaware) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation.

ARTICLE VIII

The Corporation shall indemnify each person who is or was a director or officer of the Corporation (including the heirs, executors, administrators or estate of such person) or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, to the fullest extent permitted under subsections 145(a), (b) and (c) of the Delaware General Corporation Law or any successor statute.

The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which any of those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX

A director of the Corporation shall not be personally liable to the Corporation 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 Corporation 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, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any amendment, repeal or modification of this Article IX shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such amendment, repeal or modification.

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by the laws of the State of Delaware and may add additional provisions authorized by such laws as are then in force. All rights conferred upon the directors or stockholders of the Corporation herein or in any amendment hereof are granted subject to this reservation.

IN WITNESS WHEREOF, West TeleServices Corporation has caused this Restated Certificate of Incorporation to be signed by Troy L. Eaden, its Chief Executive Officer, as of this 12th day of November 1996.

WEST TELESERVICES CORPORATION

By: /s/ Troy L. Eaden

Troy L. Eaden

WEST TELESERVICES CORPORATION

RESTATED BY-LAWS

ARTICLE I

OFFICES.

The registered office of the Corporation in Delaware shall be at 1209 Orange Street in the City of Wilmington, County of New Castle, in the State of Delaware, and The Corporation Trust Company shall be the resident agent of this Corporation in charge thereof. The Corporation may also have such other offices at such other places, within or without the State of Delaware, as the Board of Directors may from time to time designate or the business of the Corporation may require.

ARTICLE II

STOCKHOLDERS.

Section 1. Annual Meeting: The annual meeting of stockholders for the

election of directors and the transaction of any other business shall be held on the first Monday in June of each year, or on such other date as shall be determined by the Board of Directors, in such city and state and at such time and place as may be designated by the Board of Directors, and set forth in the notice of such meeting. If said day be a legal holiday, said meeting shall be held on the next succeeding business day. At the annual meeting any business may be transacted and any corporate action may be taken, whether stated in the notice of meeting or not, except as otherwise expressly provided by statute or the Restated Certificate of Incorporation.

Section 2. Special Meetings: Special meetings of the stockholders for any

purpose may be called at any time by the Board of Directors, the Chief Executive Officer or the President. Special meetings shall be held at such place or places within or without the State of Delaware as shall from time to time be designated by the Board of Directors and stated in the notice of such meeting. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

Section 3. Notice of Meetings: Written notice of the time and place of

any stockholder's meeting, whether annual or special, shall be given to each stockholder entitled to vote thereat, by personal delivery or by mailing the same to him at his address as the same appears upon the records of the Corporation at least ten (10) days but not more than sixty (60) days before the day of the meeting. Notice of any adjourned meeting need not be given other than by announcement at the

meeting so adjourned, unless otherwise ordered in connection with such adjournment. Such further notice, if any, shall be given as may be required by law.

Section 4. Quorum: Any number of stockholders, together holding at least

a majority of the capital stock of the Corporation issued and outstanding and entitled to vote, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of all business, except as otherwise provided by law, by the Restated Certificate of Incorporation or by these by-laws.

Section 5. Adjournment of Meetings: If less than a quorum shall attend at

the time for which a meeting shall have been called, the meeting may adjourn from time to time by a majority vote of the stockholders present or represented by proxy and entitled to vote without notice other than by announcement at the meeting until a quorum shall attend. Any meeting at which a quorum is present may also be adjourned in like manner and for such time or upon such call as may be determined by a majority vote of the stockholders present or represented by proxy and entitled to vote. At any adjourned meeting at which a quorum shall be present, any business may be transacted and any corporate action may be taken which might have been transacted at the meeting as originally called.

Section 6. Voting List: The Secretary shall prepare and make, at least

ten (10) days before every election of directors, a complete list of the stockholders entitled to vote, arranged in alphabetical order and showing the address of each stockholder and the number of shares of each stockholder. Such list shall be open at the place where the election is to be held for said ten (10) days, to the examination of any stockholder, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any stockholder who may be present.

Section 7. Voting: Each stockholder entitled to vote at any meeting may

vote either in person or by proxy, but no proxy shall be voted on or after three years from its date, unless said proxy provides for a longer period. Each stockholder entitled to vote shall at every meeting of the stockholders be entitled to one vote for each share of stock registered in his name on the record of stockholders. At all meetings of stockholders all matters, except as otherwise provided by statute, shall be determined by the affirmative vote of the majority of shares present in person or by proxy and entitled to vote on the subject matter. Voting at meetings of stockholders need not be by written ballot.

Section 8. Record Date of Stockholders: The Board of Directors is

authorized to fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any

dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purposes, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and, in such case, such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation, after such record date fixed as aforesaid.

Section 9. Action Without Meeting: Any action required or permitted to

be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 10. Notice of Stockholder Nominees: Only persons who are

nominated in accordance with the following procedures set forth in these by-laws shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board of Directors may be made at any annual or special meeting of stockholders (a) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 10 and on the record date for the determination of stockholders entitled to vote at such annual or special meeting and (ii) who complies with the notice procedures set forth in this Section 10.

In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must

have given timely notice thereof in proper written form to the Secretary of the Corporation.

For nominations to be properly and timely brought before an annual meeting, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however,

that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which notice of the date of the annual meeting was mailed or public announcement of the date of the annual meeting was made, whichever first occurs. For purposes of this by-law, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

For nominations to be properly and timely brought before a special meeting, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting.

To be in proper written form, a stockholder's notice to the Secretary must set forth (a) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (iv) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (b) as to the stockholder giving the notice (i) the name and record address of such stockholder, (ii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (iii) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nominations are to be made by such stockholder, (iv) a representation that such stockholder intends to appear in person or by proxy at the annual or special meeting to nominate

the persons named in its notice and (v) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to be named as a nominee and to serve as a director if elected.

No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 10. If the Chairman of the annual or special meeting determines that a nomination was not made in accordance with the foregoing procedures, the Chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Section 11. Notice of Stockholder Business: No business may be transacted

at an annual or special meeting of stockholders, other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual or special meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (c) otherwise properly brought before the annual or special meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 11 and on the record date for the determination of stockholders entitled to vote at such annual or special meeting and (ii) who complies with the notice procedures set forth in this Section 11.

In addition to any other applicable requirement, for business to be properly brought before an annual or special meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

For business to be properly and timely brought before an annual meeting, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however,

that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which notice of the date of the annual meeting was mailed or public announcement of the date of the annual meeting was made, whichever first occurs. For purposes of this by-law, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News

Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

For business to be properly and timely brought before a special meeting, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting.

To be in proper written form, a stockholder's notice to the Secretary must set forth as to each matter such stockholder proposes to bring before the annual or special meeting (i) a brief description of the business desired to be brought before the annual or special meeting and the reasons for conducting such business, (ii) the name and record address of such stockholder, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (iv) a description of all arrangements or understandings between such stockholder and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business and (v) a representation that such stockholder intends to appear in person or by proxy at the annual or special meeting to bring such business before the meeting.

No business shall be conducted at the annual or special meeting of stockholders except business brought in accordance with the procedures set forth in this Section 11; provided, however, that, once business has been properly

brought before the annual or special meeting in accordance with such procedures, nothing in this Section 11 shall be deemed to preclude discussion by any stockholder of any such business. If the Chairman of an annual or special meeting determines that business was not properly brought in accordance with the foregoing procedures, the Chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

ARTICLE III

DIRECTORS.

Section 1. Number and Qualifications: The board of directors shall

consist of such number of directors as may be fixed from time to time by
resolution of the Board. The directors need not be stockholders.

Section 2. Election of Directors: The directors shall be elected by the

stockholders at the annual meeting of stockholders.

Section 3. Duration of Office: The directors chosen at any annual meeting

shall hold office until the next applicable annual election, as set forth in the
Restated Certificate of Incorporation, and until their successors are elected
and qualify.

Section 4. Resignation of Directors: Any director may resign at any time.

Such resignation shall take effect at the time specified therein, and if no time
be specified, at the time of its receipt by the President or Secretary. The
acceptance of a resignation shall not be necessary to make it effective, unless
so specified therein.

Section 5. Filling of Vacancies: Any vacancy among the directors,

occurring from any cause whatsoever, may be filled by a majority of the
remaining directors, though less than a quorum, provided, however, that the

stockholders removing any director may at the same meeting fill the vacancy
caused by such removal, and provided further, that if the directors fail to fill

any such vacancy, the stockholders may at any special meeting called for that
purpose fill such vacancy. In case of any increase in the number of directors,
the additional directors may be elected by the directors in office prior to such
increase.

Any person elected to fill a vacancy shall hold office, subject to the
right of removal as hereinbefore provided, until the next annual election and
until his successor is elected and qualifies.

Section 6. Regular Meetings: The Board of Directors shall hold an annual

meeting for the transaction of any business immediately after the annual meeting
of the stockholders, provided a quorum is present. Other regular meetings may be
held at such times as may be determined from time to time by resolution of the
Board of Directors.

Section 7. Special Meetings: Special meetings of the Board of Directors

may be called by the Chairman of the Board of Directors or by the President.

Section 8. Notice and Place of Meetings: Meetings of the Board of

Directors may be held at the principal office of the Corporation, or at such place as shall be determined in the notice of such meeting. Notice of any special meeting, and, except as the Board of Directors may otherwise determine by resolution, notice of any regular meeting also, shall be mailed to each director addressed to him at his residence or usual place of business at least two days before the day on which the meeting is to be held, or if sent to him at such place by telegraph or cable, or delivered personally or by telephone, not later than the day before the day on which the meeting is to be held. No notice of the annual meeting of the Board of Directors shall be required if it is held immediately after the annual meeting of the stockholders and if a quorum is present.

Section 9. Business Transacted at Meetings, etc.: Any business may be

transacted and any corporate action may be taken at any regular or special meeting of the Board of Directors at which a quorum shall be present, whether such business or proposed action be stated in the notice of such meeting or not, unless special notice of such business or proposed action shall be required by statute.

Section 10. Quorum: A majority of the Board of Directors at any time in

office shall constitute a quorum. At any meeting at which a quorum is present, the vote of a majority of the members present shall be the act of the Board of Directors unless the act of a greater number is specifically required by law or by the Restated Certificate of Incorporation or these by-laws.

Section 11. Compensation: Directors shall be entitled to such

compensation for their services as may be approved by resolution of the Board of Directors, including, if so approved by resolution of the Board of Directors, a fixed sum and expenses for attendance at each regular or special meeting of the Board of Directors or any committee thereof. Directors shall also be entitled to reimbursement for all reasonable expenses associated with attending each regular or special meeting of the Board of Directors or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity, as an officer, agent or otherwise, and receiving compensation therefor.

Section 12. Action Without a Meeting: Any action required or permitted to

be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 13. Meetings Through Use of Communications Equipment: Members of

the Board of Directors, or any committee designated by the Board of Directors, shall, except as otherwise

provided by law, the Restated Certificate of Incorporation or these by-laws, have the power to participate in a meeting of the Board of Directors, or any committee, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

ARTICLE IV

COMMITTEES.

Section 1. Executive Committee: The Board of Directors may, by resolution

passed by a majority of the whole Board, designate two or more of their number to constitute an Executive Committee to hold office at the pleasure of the Board, which Committee shall, during the intervals between meetings of the Board of Directors, have and exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, subject only to such restrictions or limitations as the Board of Directors may from time to time specify, or as limited by the Delaware General Corporation Law, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

Any member of the Executive Committee may be removed at any time, with or without cause, by a resolution of a majority of the whole Board of Directors.

Any person ceasing to be a director shall ipso facto cease to be a member

of the Executive Committee.

Any vacancy in the Executive Committee occurring from any cause whatsoever may be filled from among the directors by a resolution of a majority of the whole Board of Directors.

Section 2. Other Committees: Other committees, whose members need not be

directors, may be appointed by the Board of Directors or the Executive Committee, which committees shall hold office for such time and have such powers and perform such duties as may from time to time be assigned to them by the Board of Directors or the Executive Committee.

Any member of such a committee may be removed at any time, with or without cause, by the Board of Directors or the Executive Committee. Any vacancy in a committee occurring from any cause whatsoever may be filled by the Board of Directors or the Executive Committee.

Section 3. Resignation: Any member of a committee may resign at any time.

Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or

Secretary. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

Section 4. Quorum: A majority of the members of a committee shall

constitute a quorum. The act of a majority of the members of a committee present at any meeting at which a quorum is present shall be the act of such committee. The members of a committee shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 5. Record of Proceedings, etc.: Each committee shall keep a

record of its acts and proceedings, and shall report the same to the Board of Directors when and as required by the Board of Directors.

Section 6. Organization, Meetings, Notices, etc.: A committee may hold

its meetings at the principal office of the Corporation, or at any other place which a majority of the committee may at any time agree upon. Each committee may make such rules as it may deem expedient for the regulation and carrying on of its meetings and proceedings. Unless otherwise ordered by the Executive Committee, any notice of a meeting of such committee may be given by the Secretary of the Corporation or by the chairman of the committee and shall be sufficiently given if mailed to each member at his residence or usual place of business at least two (2) days before the day on which the meeting is to be held, or if sent to him at such place by telegraph or cable, or delivered personally or by telephone not later than 24 hours prior to the time at which the meeting is to be held.

Section 7. Compensation: The members of any committee shall be entitled

to such compensation as may be allowed them by resolution of the Board of Directors.

ARTICLE V

OFFICERS.

Section 1. Number: The officers of the Corporation shall be a Chief

Executive Officer, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. The Board of Directors in its discretion may also elect a Chairman or a Vice Chairman of the Board of Directors.

Section 2. Election, Term of Office and Qualifications: The officers,

except as provided in Section 3 of this Article V, shall be chosen annually by the Board of Directors. Each such officer shall, except as herein otherwise provided, hold office until his successor shall have been chosen and shall qualify.

Except as otherwise provided by law, any number of offices may be held by the same person.

Section 3. Other Officers: Other officers, including one or more

additional vice-presidents, assistant secretaries or assistant treasurers, may from time to time be appointed by the Board of Directors, which other officers shall have such powers and perform such duties as may be assigned to them by the Board of Directors or the officer or committee appointing them.

Section 4. Removal of Officers: Any officer of the Corporation may be

removed from office, with or without cause, by a vote of a majority of the Board of Directors.

Section 5. Resignation: Any officer of the Corporation may resign at any

time. Such resignation shall be in writing and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified therein.

Section 6. Filling of Vacancies: A vacancy in any office shall be filled

by the Board of Directors or by the authority appointing the predecessor in such office.

Section 7. Compensation: The compensation of the officers shall be fixed

by the Board of Directors, or by any committee upon whom power in that regard may be conferred by the Board of Directors.

ARTICLE VI

CAPITAL STOCK.

Section 1. Issue of Certificates of Stock: Certificates of capital stock

shall be in such form as shall be approved by the Board of Directors. They shall be numbered in the order of their issue and shall be signed by the Chairman of the Board of Directors, the Chief Executive Officer, the President or one of the Vice-Presidents, and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and the seal of the Corporation or a facsimile thereof shall be impressed or affixed or reproduced thereon, provided,

however, that where such certificates are signed by a transfer agent or an

assistant transfer agent or by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such Chairman of the Board of Directors, the Chief Executive Officer, President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer may be facsimile. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death,

resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon have not ceased to be such officer or officers of the Corporation.

Section 2. Registration and Transfer of Shares: The name of each person

owning a share of the capital stock of the Corporation shall be entered on the books of the Corporation together with the number of shares held by him, the numbers of the certificates covering such shares and the dates of issue of such certificates. The shares of stock of the Corporation shall be transferable on the books of the Corporation by the holders thereof in person, or by their duly authorized attorneys or legal representatives, on surrender and cancellation of certificates for a like number of shares, accompanied by an assignment or power of transfer endorsed thereon or attached thereto, duly executed, and with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer.

The Board of Directors may make other and further rules and regulations concerning the transfer and registration of certificates for stock and may appoint a transfer agent or registrar or both and may require all certificates of stock to bear the signature of either or both.

Section 3. Lost, Destroyed and Mutilated Certificates: The holder of any

stock of the Corporation shall immediately notify the Corporation of any loss, theft, destruction or mutilation of the certificates therefor. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate, or his legal representatives, to give the Corporation a bond, in such sum not exceeding double the value of the stock and with such surety or sureties as they may require, to indemnify it against any claim that may be made against it by reason of the issue of such new certificate and against all other liability in the premises, or may remit such owner to such remedy or remedies as he may have under the laws of the State of Delaware.

ARTICLE VII

DIVIDENDS, SURPLUS, ETC.

Section 1. General Discretion of Directors: The Board of Directors shall

have power to fix and vary the amount to be set aside or reserved as working capital of the Corporation, or as reserves, or for other proper purposes of the Corporation, and,

subject to the requirements of the Restated Certificate of Incorporation, to determine whether any, if any, part of the surplus or net profits of the Corporation shall be declared as dividends and paid to the stockholders, and to fix the date or dates for the payment of dividends.

ARTICLE VIII

MISCELLANEOUS PROVISIONS.

Section 1. Fiscal Year: The fiscal year of the Corporation shall end on -----
the 31st day of December.

Section 2. Corporate Seal: The corporate seal shall be in such form as -----
approved by the Board of Directors and may be altered at their pleasure. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 3. Notices: Except as otherwise expressly provided, any notice -----
required by these by-laws to be given shall be sufficient if given by depositing the same in a post office or letter box in a sealed postpaid wrapper addressed to the person entitled thereto at his address, as the same appears upon the books of the Corporation, or by telegraphing or cabling the same to such person at such addresses; and such notice shall be deemed to be given at the time it is mailed, telegraphed or cabled.

Section 4. Waiver of Notice: Any stockholder or director may at any time, -----
by writing or by telegraph or by cable, waive any notice required to be given under these by-laws, and if any stockholder or director shall be present at any meeting his presence shall constitute a waiver of such notice.

Section 5. Checks, Drafts, etc.: All checks, drafts or other orders for -----
the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be designated by resolution of the Board of Directors.

Section 6. Deposits: All funds of the Corporation shall be deposited from -----
time to time to the credit of the Corporation in such bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of such deposit, checks, drafts, warrants and other orders for the payment of money which are payable to the order of the Corporation, may be endorsed for deposit, assigned and delivered by any officer of the Corporation, or by such agents of the Corporation as the Board of Directors or the President may authorize for that purpose.

Section 7. Indemnification of Officers and Directors: The Corporation -----
shall indemnify any and all of its directors or

officers, including former directors or officers, and any employee, who shall serve as an officer or director of any corporation at the request of this Corporation, to the fullest extent permitted under and in accordance with the laws of the State of Delaware; provided, however, that the Corporation shall not

be permitted to indemnify any person in connection with any proceeding initiated by such person, unless such proceeding is authorized by a majority of the directors of the Corporation.

ARTICLE IX

AMENDMENTS.

The Board of Directors shall have the power to make, rescind, alter, amend and repeal these by-laws, provided, however, that the stockholders shall have

power to rescind, alter, amend or repeal any by-laws made by the Board of Directors.

Dated as of November 12, 1996.

Number

Shares

West TeleServices Corporation

COMMON STOCK

See Reverse for
Certain Definitions

Incorporated Under The Laws Of The State Of Delaware

CUSIP 956188 10 6

THIS CERTIFIES THAT

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF \$.01 EACH OF THE COMMON
STOCK OF

West TeleServices Corporation

(hereinafter called the "Corporation") transferable on the books of the Corporation by the holder in person or by his duly authorized attorney, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to the provisions of the Certificate of Incorporation and the By-laws of the Corporation as amended (copies of which are on file at the office of the Transfer Agent of the Corporation) to which reference is hereby expressly made and to all of which the holder by acceptance hereof assents.

This certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar. WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

[SEAL OF WEST
TELESERVICES
CORPORATION
APPEARS
HERE]

SECRETARY

PRESIDENT

Countersigned and Registered:
FIRST CHICAGO TRUST COMPANY
OF NEW YORK
Transfer Agent and Registrar

By [SIGNATURE APPEARS HERE]
Authorized Signature

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or requisitions.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - Custodian

(Cust) (Minor)
under Uniform Gifts to Minors Act

(State)
UNIF TRF MIN ACT - Custodian (until age)

(Cust) under Uniform Transfers

(Minor)
to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

Shares

of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

X

X

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed

By _____
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM) PURSUANT TO S.E.C. RULE 17Ad-15.

November 20, 1996

West TeleServices Corporation
9910 Maple Street
Omaha, Nebraska 68134

Ladies and Gentlemen:

We have acted as counsel for West TeleServices Corporation, a Delaware corporation (the "Company"), in connection with the preparation of the Registration Statement on Form S-1, as amended (the "Registration Statement"), filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to an offering of up to 6,555,000 shares ("Shares") of the Company's common stock, par value \$.01 per share, of which up to 855,000 shares are subject to a 30-day over-allotment option granted by the Company to the underwriters.

We have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates and instruments relating to the Company as we have deemed relevant and necessary to the formation of the opinion hereinafter set forth. In such examination, we have assumed the genuineness and authenticity of all documents examined by us and all signatures thereon, the legal capacity of all persons executing such documents, the conformity to originals of all copies of documents submitted to us and the truth and correctness of any representations and warranties contained therein.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized and when issued, sold and delivered as authorized, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm appearing under the heading "Legal Matters" in the Prospectus.

Very truly yours,

/s/ Willkie Farr & Gallagher

AGREEMENT AND PLAN OF REORGANIZATION

This Agreement and Plan of Reorganization (this "Agreement"), dated as of November 20, 1996, is made and entered into by and among West TeleServices Corporation, a Delaware corporation (the "Company"), and the undersigned individuals (the "Stockholders"), being the owners of record of all of the issued and outstanding stock of West Telemarketing Corporation, a Delaware corporation ("WTC"), West Interactive Corporation, a Delaware corporation ("WIC"), West Telemarketing Corporation Outbound, a Delaware corporation ("WTCO"), West Interactive Canada, Inc., a Delaware corporation ("WICI"), and Interactive Billing Services, Inc., a Delaware corporation ("IBS"). WTC, WIC, WTCO, WICI and IBS are hereinafter collectively referred to as the "West Affiliates."

Now, therefore, the Company and each of the Stockholders adopt this plan of reorganization and agree as follows:

Article I.

Exchange and Purchase of Stock

Section 1.1. Number of Shares.

(a) The Stockholders agree to transfer to the Company at the Closing (as hereinafter defined) the number of shares of common stock of each of WTC, WIC and WTCO shown opposite their names in Exhibit "A" in exchange for 56,775,000 shares of common stock of the Company, in the aggregate, in such amounts as shown opposite their names in Exhibit "A."

(b) The Stockholders agree to sell and transfer to WIC, and WIC agrees to purchase, at the Closing the number of shares of common stock of each of WICI and IBS shown opposite their names in Exhibit "A." The purchase price for each share of common stock of WICI and IBS shall be \$.25, payable in cash, immediately available funds, or such other medium of payment as the Stockholders may in their discretion accept.

Section 1.2. Delivery of Certificates.

The transfer of the shares of each of the West Affiliates by the Stockholders shall be effected by the delivery to the Company or WIC, as applicable, at the Closing of certificates representing the transferred shares endorsed in blank or accompanied by stock powers executed in blank. The Company or WIC, as applicable, shall issue, or cause to be issued, to each of the Stockholders certificates representing shares of common stock of the Company or WIC, as applicable, to be received by the Stockholders hereunder.

Section 1.3. Further Assurances.

At the Closing and from time to time thereafter, the Stockholders shall execute such additional instruments and take such other action as the Company may request in order more effectively to sell, transfer, and assign the transferred stock to the Company and to confirm the Company's title thereto.

Section 1.4. Changes in the Company's Capitalization.

If between the date of this Agreement and the Closing, the outstanding shares of the Company common stock are, without the receipt of new consideration by the Company, increased, decreased, changed into, or exchanged for a different number or kind of shares or securities of the Company through reorganization, reclassification, stock dividend, stock split, reverse stock split, or similar change in the Company's capitalization, the Company will issue and deliver to the Stockholders in addition to or in lieu of the Company shares specified in Section 1.01, voting stock of the Company in equitably adjusted amounts. In the event of any such change in the Company's capitalization, all references to shares of the Company's common stock herein shall refer to the number of such shares as thus adjusted.

Article II.

Closing

The closing of this Agreement and the transactions contemplated hereunder (the "Closing") shall take place prior to the closing of that certain offering of the Company's common stock pursuant to a Registration Statement on Form S-1, as amended (file no. 333-13991) (the "Public Offering"), as originally filed with the Securities and Exchange Commission on or about October 11, 1996, at the corporate offices of the Company, unless another place or time is agreed upon by the parties.

Article III.

Representations and Warranties of the Stockholders

Each of the Stockholders represent and warrant to the Company (but only to the extent that such representation and warranty relates to a corporation in which such Stockholder is a stockholder) as follows:

Section 3.1. Corporate Status.

Each of the West Affiliates is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and is licensed or qualified as a foreign corporation in all states in which the nature of its business or the character or ownership of its properties makes such licensing or qualification necessary, except where the failure to so qualify would not have a material adverse effect on the business, properties, prospects, profits or condition (financial or otherwise) of the West Affiliates taken as a whole (a "Material Adverse Effect").

Section 3.2. Capitalization.

The authorized capital stock of each of the West Affiliates, together with the number of shares thereof issued and outstanding, are set forth at Exhibit "B" hereto. The respective issued and outstanding shares of the West Affiliates have been duly and validly issued and are fully paid and nonassessable.

Section 3.3. Title to Property; Condition of Property.

Each of the West Affiliates has good title to their properties and assets, real and personal, and good title to all their leasehold estates, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge, other than or resulting from taxes which have not yet become delinquent and minor liens and encumbrances which do not in any case materially detract from the value of the property subject thereto or materially impair the operations of the respective West Affiliates and which have not arisen otherwise than in the ordinary course of business. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by each of the West Affiliates are in good operating condition and repair, are reasonably fit and usable for the purposes for which they are being used, are adequate and sufficient for the respective West Affiliates' businesses and conform in all material respects with all applicable ordinances, regulations and laws.

Section 3.4. Access to Records, Etc.

From the date of this Agreement to the Closing, the Stockholders will use their reasonable best efforts to cause each of the West Affiliates (1) to give the Company and its representatives full access during normal business hours to all of their respective offices, books, records, contracts, and other corporate documents and properties for inspection and (2) to furnish such information concerning their respective properties and affairs as the Company may reasonably request.

Section 3.5. Title to Shares.

The Stockholders are the owners, free and clear of any liens and encumbrances, of the number of shares of each of the West Affiliates which the Stockholders have contracted to exchange or sell.

Article IV.

Representations, Warranties, and Covenants of the Company

The Company represents and warrants to, and covenants with, each of the Stockholders as follows:

Section 4.1. Corporate Status.

The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and is licensed or qualified as a foreign corporation in all states in which the nature of its business or the character or ownership of its properties makes such licensing or qualification necessary, except where the failure to so qualify would not have a Material Adverse Effect.

Section 4.2. Capitalization.

The authorized capital stock of the Company is 210,000,000 shares, of which 200,000,000 shares are denominated as "Common Stock" and 10,000,000 shares are denominated as "Preferred Stock." The issued and outstanding shares of capital stock of the Company consists of one thousand (1,000) shares of common stock which are held beneficially and of record by the person and in the amounts set forth at Exhibit "C" hereto, which shares shall be canceled as of the Closing. All the outstanding shares of capital stock of the Company have been duly and validly issued and are fully paid and nonassessable. Upon issuance, transfer and delivery as contemplated by this Agreement, the shares of common stock to be issued to the Stockholders will be duly authorized, validly issued, fully paid and nonassessable shares of the Company, free of all preemptive or similar rights, and entitled to the rights therein described.

Section 4.3. Title to Property.

The Company has no material assets or properties as of the date of this Agreement.

Section 4.4. Litigation.

There is no litigation or proceeding pending, or to the Company's knowledge threatened, against or relating to the Company.

Section 4.5. Access to Records, Etc.

From the date of this Agreement to the Closing, the Company will (1) give to the each of the Stockholders and their respective representatives full access during normal business hours to all of its offices, books, records, contracts, and other corporate documents and properties for inspection and (2) furnish such information concerning the Company's properties and affairs as each of the Stockholders may reasonably request.

Section 4.6. Investment Intent.

The Company is acquiring the shares of each of the West Affiliates to be transferred to it under this Agreement for its own account for investment and not with a view towards the resale, transfer or distribution thereof, nor with any present intent of distributing the shares, but subject, nevertheless, to any requirement of law that the disposition of the Company's property shall at all times be within the Company's control, and without prejudice to the Company's right at all times to sell or otherwise dispose of all or any part of such securities under a registration under the Securities Act of 1933, as amended (the "Securities Act"), or under an exemption from said registration available under the Securities Act.

Section 4.7. Corporate Authority.

The Company has full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder.

Section 4.8. Due Authorization; Absence of Violation.

Execution of this Agreement and performance by the Company hereunder has been duly authorized by all requisite corporate action on the part of the Company, and this Agreement constitutes a valid and binding obligation of the Company. The execution and delivery of this Agreement and the fulfillment of the terms hereof by the Company will not result in a violation of any of the terms of the Restated Certificate of Incorporation and Restated Bylaws of the Company, or any rule or regulation of any court or federal, state or foreign regulatory board or body or administrative agency having jurisdiction over the Company or over its property or its business.

Article V.

Conduct of West Affiliates Pending the Closing.

Each of the Stockholders agree that each of the West Affiliates will conduct itself in the following manner pending the Closing:

Section 5.1. Certificate of Incorporation and Bylaws.

No change will be made in any of the West Affiliates' respective certificates of incorporation or bylaws.

Section 5.2. Capitalization, Etc.; Declaration of Dividend

None of the West Affiliates will make any change in their respective authorized or issued capital stock, or issue, encumber, purchase, or otherwise acquire any of its capital stock without the prior written consent of the Company. Notwithstanding the foregoing, each of the West Affiliates shall prior to the Closing declare one or more dividends, which dividends may be paid in cash or promissory notes made payable to each of the Stockholders.

Section 5.3. Conduct of Business and Maintenance of Existence.

Each of the West Affiliates will continue to engage in business of the same general type as now conducted by it, and preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights and privileges necessary or desirable in the normal conduct of its business. Each of the West Affiliates will use its reasonable best efforts to maintain and preserve employee relationships, and goodwill intact, and will not, without the written consent of the Company, enter into any material commitment except in the ordinary course of business.

Article VI.

Conduct of the Company Pending the Closing

The Company agrees that between the date hereof and the Closing:

Section 6.1. Capitalization, Etc.

The Company will make no change in its authorized or issued capital stock, declare or pay any dividend or other distribution, or issue, encumber, purchase, or otherwise acquire any of its capital stock, except as contemplated herein.

Section 6.2. Conduct of Business and Maintenance of Existence.

The Company will continue to engage in business of the same general type as now conducted by it, and preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights and privileges necessary or desirable in the normal course of its business. The Company will use its best efforts to maintain and preserve its employee relationships and goodwill intact.

Article VII.

Conditions Precedent--the Company

All obligations of the Company under this Agreement are subject, at the Company's option, to the fulfillment, before or at the Closing, of each of the following conditions:

Section 7.1. Representations and Warranties True at Closing.

The Stockholders' representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the Closing and shall then be true in all material respects.

Section 7.2. Due Performance.

The Stockholders shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by them before the Closing.

Section 7.3. Waiver and Termination of Stockholders' Agreements.

Each of the Stockholders and each of the West Affiliates shall have waived all of their respective rights under those certain agreements set forth at Exhibit "D" hereto to which they, or any of them, may be a party arising by reason of the transactions contemplated under this Agreement and shall have caused such agreements to be terminated effective as of the Closing.

Article VIII.

Conditions Precedent -- the Stockholders

All obligations of the Stockholders under this Agreement are subject, at their option, to the fulfillment, before or at the Closing, of each of the following conditions:

Section 8.1. Representations and Warranties True at Closing.

The Company's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the Closing and shall then be true in all material respects.

Section 8.2. Due Performance.

The Company shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by it before the Closing.

Section 8.3. Registration Rights Agreement.

The Company and each of the Stockholders who, upon consummation of the transactions contemplated herein, shall hold shares of the Company's common stock, shall have entered into a registration rights agreement substantially in the form of Exhibit "E" hereto.

Article IX.

Termination

This Agreement may be terminated (1) by mutual consent in writing; (2) by either the Stockholders or the Company if there has been a material misrepresentation or material breach of any warranty or covenant by the other party; or (3) by either the Stockholders or the Company if the Closing shall not have taken place, unless adjourned to a later date by mutual consent in writing, by December 31, 1996.

Article X.

Stockholders' Representatives

The Stockholders hereby irrevocably designate and appoint Gary L. West and Troy L. Eaden, or either of them, as their agents and attorneys in fact (the "Stockholders' Representatives") with full power and authority until the Closing to execute, deliver, and receive on their behalf all notices, requests, and other communications hereunder; to fix and alter on their behalf the date, time, and place of the Closing; to waive, amend, or modify any provisions of this Agreement, and to take such other action on their behalf in connection with this Agreement, the Closing, and the transactions contemplated hereby as such agent or agents deem appropriate; provided, however, that no such waiver, amendment, or modification may be made if it would decrease the number of shares to be issued to the Stockholders under Article I hereof.

Article XI.

General Provisions

Section 11.1. Waiver.

This Agreement may not be released, discharged or modified except by an instrument in writing signed on behalf of any of the parties hereto. The failure of any party to enforce any provision of this Agreement shall not be a waiver of any other provision or subsequent breach of the same or any other obligation hereunder.

Section 11.2. Brokers.

Each party represents that no broker or finder has acted for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

Section 11.3. Tax Filings.

The Stockholders and the Company agree to comply with the filing requirements imposed by Section 1.351-3 of the Treasury Regulations for the taxable year of the transfer.

Section 11.4. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or sent by overnight courier, prepaid first-class registered or certified mail, return receipt requested, as follows:

If to the Company: West TeleServices Corporation
9910 Maple Street
Omaha, Nebraska 68134

If to any of the Stockholders, at such address as shown in the books and records of the West Affiliates, or any of them.

Section 11.5. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

Section 11.6. Headings.

The article and section headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.7. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska.

Section 11.8. Assignment.

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by any party of its rights under this Agreement without the written consent of the other party shall be void.

Section 11.9. 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 instrument.

In witness whereof, the parties have executed this Agreement as of the day and year first above written.

WEST TELESERVICES CORPORATION

By: /s/ Troy L. Eaden

Name: Troy L. Eaden
Title: Chief Executive Offer

WEST TELEMARKETING CORPORATION

By: /s/ Troy L. Eaden

Name: Troy L. Eaden
Title: Chief Executive Officer

WEST INTERACTIVE CORPORATION

By: /s/ Troy L. Eaden

Name: Troy L. Eaden
Title: Chief Executive Officer

WEST TELEMARKETING CORPORATION OUTBOUND

By: /s/ Troy L. Eaden

Name: Troy L. Eaden
Title: Chief Executive Officer

STOCKHOLDERS

/s/ Gary L. West

Gary L. West

/s/ Troy L. Eaden

Troy L. Eaden

/s/ John Erwin

John Erwin

/s/ Robert W. Hill

Robert W. Hill

/s/ Thomas M. Streck

Thomas M. Streck

/s/ Mary E. West

Mary E. West

/s/ Joseph L. Bradley

Joseph L. Bradley

/s/ Maureen F. Gregory

Maureen F. Gregory

/s/ Melinda M. Joern

Melinda M. Joern

/s/ Thomas B. Barker

Thomas B. Barker

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered as of November 12, 1996, by and among Gary L. West, Mary E. West and Troy L. Eaden (collectively, the "Assignors") and West TeleServices Corporation, a Delaware corporation (the "Assignee"). The Assignor and Assignee are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

Whereas, each of the Assignors has entered into a Stock Redemption Agreement, dated April 9, 1996, by and among John W. Erwin and each of the Assignors (the "Stock Redemption Agreement") respecting certain capital stock in West Telemarketing Insurance Agency, Inc., a Texas corporation held by John W. Erwin; and,

Whereas, each of the Assignors desires to assign all rights and interests in the Stock Redemption Agreement to Assignee, and Assignee desires to accept such assignment and to assume the obligations of Assignor under the Stock Redemption Agreement.

Now, Therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE I. ASSIGNMENT

Each of the Assignors hereby assigns, transfers and conveys to Assignee all of his or her rights, obligations and interests in, to and under the Stock Redemption Agreement.

ARTICLE II. ASSUMPTION

The Assignee accepts the foregoing assignment, transfer and conveyance and hereby assumes all liabilities and obligations arising under, and shall be bound by, all of the terms and conditions of the Stock Redemption Agreement and to perform in any capacity previously held by each of the Assignors thereunder.

ARTICLE III. EFFECTIVE DATE

The transactions contemplated in this Agreement shall be effective as of the date of closing of the sale of shares of Assignee's common stock pursuant to a registration statement under Form S-1, as filed with the United States Securities and Exchange Commission on or about October 11, 1996, and all amendments and supplements thereto.

ARTICLE IV. MISCELLANEOUS

SECTION 4.01 Entire Agreement.

Except to the extent specifically referenced, this Agreement is the only agreement between the parties regarding its subject matter. It supersedes all prior or contemporaneous agreements, oral or written.

SECTION 4.02 Modification; Waiver.

No modification or waiver shall be effective unless contained in a writing signed by the modifying or waiving Party. The waiver of any default shall not be deemed a waiver of any other or subsequent default.

SECTION 4.03 Notices.

All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to any of the Assignors: 9910 Maple Street
 Omaha, NE 68134

If to Assignee 9910 Maple Street
 Omaha, NE 68134

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

SECTION 4.04 Headings; Severability; Governing Law.

Headings are for convenience only and shall not be used in construing or interpreting this Agreement. Any provision of this Agreement which is unenforceable shall be severed and the remainder of this Agreement enforced to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of Nebraska, but not its choice of law rules.

SECTION 4.05 Binding Agreement.

This Agreement shall be binding on the Parties' respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ASSIGNORS:

ASSIGNEE:
WEST TELESERVICES CORPORATION

/s/ Gary L. West

By: /s/ Troy L. Eaden

Gary L. West

/s/ Mary E. West

Mary E. West

/s/ Troy L. Eaden

Troy L. Eaden

The undersigned hereby consents to the above Assignment and Assumption Agreement as of this 12th day of November, 1996.

/S/ John W. Erwin

John W. Erwin

WEST TELEMARKETING INSURANCE AGENCY
PERSONNEL COMPANY SUBSCRIBER
SERVICE AGREEMENT

THIS AGREEMENT, made this 20th day of November, 1996, between WEST TELEMARKETING INSURANCE AGENCY, INC. ("WTIA"), a Texas corporation and WEST TELEMARKETING CORPORATION OUTBOUND ("Subscriber"), a Delaware corporation.

1. Contract Staffing

WTIA hereby agrees to furnish to Subscriber, and Subscriber agrees to engage from WTIA contract staffing for all the Job Function Positions listed on Exhibit "A", attached hereto and incorporated herein by reference, upon the following terms and conditions. Subscriber is advised that WTIA is a contract staffing organization which falls under Internal Revenue Code 414(n) and that certain benefit regulations may affect the Subscriber's own benefit plan(s). Subscriber agrees to provide continuation of health insurance coverage required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") to any and all participants in Subscriber's current plan and will indemnify WTIA from any claims thereof.

2. Term of Agreement

This Agreement shall remain in force for the term of one (1) year from the date first above written (the "Initial Term"). Following the Initial Term, this Agreement shall remain in force from month to month (the "Extended Term"). Subscriber may terminate this Agreement by giving thirty (30) days written notice to WTIA at any time during the term of this Agreement. During the Initial Term, WTIA may terminate this Agreement should Subscriber materially breach any of the provisions of this Agreement or by written agreement of both parties. During the Extended Term, WTIA may terminate this Agreement by giving thirty (30) days written notice.

3. Service Fees

(a) Subscriber shall pay WTIA the hourly fee rate, fees and overhead (the "Fees") specified in Exhibit "A", attached hereto and incorporated herein by reference, for the work performed by each WTIA employee filling Job Function Positions for the Subscriber.

(b) From time to time and without notice, WTIA may adjust the Fees for any statutory increases in employment taxes, insurance, any change in the Job Function Positions required by Subscriber, or any other change in the hourly rate, fees or overhead incurred by WTIA.

(c) Any increase in the Fees for statutory increases in employment

taxes, insurance, any change in the Job Function Positions or any other change in the hourly rate, fees or overhead incurred by WTIA shall be effective on the date of such increase or change.

(d) Subscriber shall pay WTIA all Fees or other amounts due hereunder within thirty (30) days of receipt of WTIA's written invoice.

(e) Subscriber shall have the right to, but not the obligation to verify all time submissions of WTIA employees.

(f) If Subscriber believes that any billing or other communication between the parties is in error, Subscriber shall immediately notify WTIA.

4. Rate Adjustments

Subscriber agrees to participate in the periodic evaluation of WTIA employees. WTIA will use these evaluations to determine any adjustment to the Fees.

5. Insurance

(a) WTIA shall furnish and keep in full force and effect at all times during the term of this Agreement workers' compensation insurance coverage for all WTIA employees filling Job Function Positions under the terms of this Agreement. WTIA shall cause a Certificate of Insurance to be issued naming Subscriber as an additional insured.

(b) Subscriber agrees to keep in full force and effect at all times during the term of this Agreement all other insurance required under this Agreement.

(c) Each party hereby waives any claim in its favor against the other party by way of subrogation or otherwise, which arises during the Initial or Extended Term of this Agreement for any and all loss of or damage to any of its property which loss or damage is covered by policies of insurance to the extent that such loss or damage is recovered under such policies of insurance.

6. Administration

(a) It is understood and agreed that WTIA is an independent contractor and all individuals assigned to Subscriber to fill the Job Function Positions are employees of WTIA. WTIA is thereby responsible for such administrative employment matters as payment of all federal, state and local employment taxes, providing workers' compensation coverage, as well as non-obligatory fringe benefit programs for its employees, provided, however, WTIA reserves the right to enter into any agreements, whether written or otherwise, wherein a third party administers to its employees. WTIA agrees to hold Subscriber harmless from direct out-of-pocket expenses of Subscriber which may result from WTIA's failure to withhold these taxes or failure to conduct itself in accordance with applicable state and federal law. However, WTIA

shall not be liable in any event for Subscriber's loss of profits, business goodwill or other consequential, special or incidental damages.

(b) WTIA shall have the sole responsibility for recruiting, hiring, training, evaluating, replacing, supervising, disciplining and firing of individuals assigned to fill Subscriber's Job Function Positions.

(c) When required, Subscriber shall coordinate all insurance agent licensing requirements for each state that a WTIA employee may be required to solicit insurance and where such state law requires such licensure. Such licensing requirements may include the coordination of the initial training or education, testing (as required by such state), and application for such state license by the WTIA employee, as well as any continuing training or education of the WTIA employee to maintain a current insurance agent license in the states so required. The coordination of such activities may be done by the Subscriber or by any third party chosen by the Subscriber. The Subscriber, at its sole discretion, has the right to determine for which WTIA employees it will coordinate such licensure.

7. Supervision

(a) WTIA may designate on-site supervisors from among its employees assigned to fill Job Function Positions for Subscriber. These on-site supervisors shall direct operational and administrative matters relating to service provided by WTIA employees and shall be under the direct supervision of WTIA's manager. If WTIA does not designate an on-site supervisor, WTIA's employees assigned to Subscriber shall be responsible to the WTIA manager.

(b) The WTIA on-site supervisor, or if none, the WTIA manager shall determine the procedures to be followed by WTIA employees regarding the time and performance of their duties. Subscriber agrees to cooperate with WTIA in the formation of such policies and procedures and permit WTIA to implement its policies and procedures relating to WTIA's employees.

(c) Subscriber shall make all non-routine directives through the assigned WTIA on-site supervisor or manager.

8. Approval of Supplied Staff

WTIA shall provide employees which are duly qualified and skilled in the area in which their services are to be utilized. WTIA shall not be obligated to hire or retain former staff members. WTIA will consult with Subscriber in filling its Job Function Positions, but WTIA has the right to determine which of WTIA's employees shall be designated to fill Subscriber's Job Function Positions, provided that such WTIA employees are licensed in every state in which they will be selling or marketing insurance. Subscriber has no right to approve such determination, but nonetheless possesses the right to reject any employee so furnished, if dissatisfied with such employee's performance or if the employee is not properly licensed. If any

WTIA employee is rejected, WTIA agrees to furnish a suitable replacement within a reasonable time.

9. Holiday, Vacation Pay and Other Benefits

(a) Each WTIA employee receives paid holidays. Subscriber agrees to pay the cost of WTIA employee holidays.

(b) Each WTIA employee receives paid vacation. Subscriber agrees to pay the cost of WTIA employee vacation and any accrued or deferred vacation where state law requires payment for accumulation.

(c) WTIA reserves the right to provide such other benefits to its employees and Subscriber agrees to pay the cost of such other benefits pursuant to paragraph 4.

10. Safe Work Environment

(a) Subscriber agrees that it will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state and local government, and that it will immediately report all accidents and injuries to WTIA.

(b) Subscriber agrees to comply, at its expense, with any specific directives from WTIA. WTIA workers' compensation carrier, or any government agency having jurisdiction over the work place, health and safety.

(c) Subscriber shall provide or ensure use of all personal protective equipment, as required by federal, state, or local law, regulations, ordinance, directive, or rule or as deemed necessary by WTIA or WTIA's workers' compensation carrier.

(d) WTIA and WTIA's workers' compensation carrier shall have the right to inspect Subscriber's premises if WTIA believes its employees are exposed to an unsafe work place. To the extent possible such inspection shall be scheduled at a mutually convenient time.

11. Hold Harmless

Subscriber hereby agrees to indemnify, defend, and hold WTIA harmless from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever, whether known or unknown as though expressly set forth and described herein, which WTIA may incur, suffer, become liable for, or which may be asserted or claimed against WTIA as a result of the acts, errors or omissions of Subscriber including without limitation any violation or breach of paragraph 10 above by Subscriber.

12. Service Charge

Should payments of any amounts due WTIA not be made when due, Subscriber shall pay a monthly service charge of one percent (1%) per month on the unpaid balance, but in no event shall the amount exceed the lawful rate of interest.

13. Definitions

For purposes of paragraph 2 above, the following, without limitations, shall constitute material breaches of this Agreement by Subscriber: (1) failure to pay any amounts due hereunder when due; (2) failure to comply with any directive regarding health and safety from WTIA, WTIA's workers' compensation carrier or any government agency; (3) committing any act which usurps WTIA's rights as the employer of WTIA's employees provided under this Agreement; or (4) failure to provide any insurance required under this Agreement.

14. Assignment

Neither WTIA nor Subscriber shall assign this Agreement or its rights and duties hereunder, or any interest herein, without the prior written consent of the other party.

15. Integration

This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.

16. Waiver

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement, nor any part thereof, nor prejudice either party as regards to any subsequent action.

17. Notices

Any notices or demand to be given hereunder by either party shall be effected by personal delivery in writing or by registered mail, postage prepaid, return receipt requested, and shall be deemed communicated forty-eight (48) hours after mailing. Mailed notices shall be addressed to the party's principal place of business. Each party may change the address by written notice in accordance with this paragraph.

18. Attorney Fees

In the event that any action is brought by either party hereto as a result of a breach or default in any provision of this Agreement, the prevailing party in such action shall be awarded reasonable attorney fees and costs in addition to any other relief to which the party may be entitled.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

20. Partial Invalidity

Should any term, warrant, covenant, condition, or provision of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force and shall stand as if the unenforceable part did not exist.

21. Paragraph Headings

The paragraph headings of this Agreement are for reference only and shall not be considered in the interpretation of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the date first above written.

WEST TELEMARKETING INSURANCE AGENCY

By: /s/ John P. Gudenrath

John P. Gudenrath, Vice President

WEST TELEMARKETING CORPORATION OUTBOUND

By: /s/ John W. Erwin

John W. Erwin, Executive Vice-President

WEST TELEMARKETING INSURANCE AGENCY
PERSONNEL COMPANY SUBSCRIBER
SERVICE AGREEMENT

Job Function Positions

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Generally: Employees who may represent major insurance companies selling a variety of insurance products, services and coverages to the insurance company's client base through telemarketing means.

Classes of Employees:

1. Group 01-01 Agents:

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- a. Requirements. Must hold and maintain an Active, Non-expired

Texas Permanent Group 01-01 Agent License. Temporary Licenses are not acceptable. Must have excellent selling skills.
- b. Hours. Evening schedules only: 3:00 p.m. to 9:00 p.m. or 4:00

p.m. to 10:30 p.m.
- c. Compensation. Hourly Rate Range. \$8.00 to \$12.00.

2. Group 05-01 Agents:

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- a. Requirements. Must hold and maintain an Active, Non-expired

Texas Permanent Group 05-01 Local Recording Agent License and an Active, Non-expired Texas Permanent Group 01-01 Agent License. Temporary Licenses are not acceptable. Must have excellent selling skills.
- b. Hours. Day and Evening Schedules: 8:00 a.m. to 2:45 p.m., or

3:00 p.m. to 9:00 p.m. or 4:30 p.m. to 10:30 p.m.
- c. Compensation. Hourly Rate Range. \$8.00 to \$12.00.

Other fees, costs and expenses payable by Subscriber.

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The Subscriber shall reimburse WTIA for all fringe benefits, whether statutory or otherwise, provided to its employees, all payroll costs, and all of WTIA's operating costs associated with this Agreement, including licensing fees, payroll processing fees, legal fees, general supplies and insurance, as well as all other costs incurred by WTIA pursuant to this Agreement.

Subsidiaries of the Registrant

At the consummation of the Reorganization and the closing of this Offering, the Registrant will have the following subsidiaries:

West Telemarketing Corporation, a corporation incorporated under the laws of the state of Delaware;

West Telemarketing Corporation Outbound, a corporation incorporated under the laws of the state of Delaware; and

West Interactive Corporation, a corporation incorporated under the laws of the state of Delaware.