
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

September 19, 2017
(Date of Earliest Event Reported)

West Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-35846
(Commission
File Number)

47-0777362
(I.R.S. Employer
Identification No.)

11808 Miracle Hills Drive, Omaha, Nebraska
(Address of principal executive offices)

68154
(Zip Code)

Registrant's telephone number, including area code: (402) 963-1200

(Former name, former address and former fiscal year, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Agreement

On September 19, 2017, West Corporation (“West” or the “Company”) entered into Supplemental Indenture No. 5, dated as of September 19, 2017, by and between the Company and The Bank of New York Mellon Trust Company, as trustee (the “Supplemental Indenture”). The Supplemental Indenture amends that certain Indenture, dated as of July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), providing for the issuance of the Company’s 5.375% Senior Notes due 2022 (the “Notes”).

As previously disclosed, on May 9, 2017, the Company entered into an Agreement and Plan of Merger (as amended, supplemented, waived or otherwise modified from time to time, the “Merger Agreement”), by and among Mount Olympus Holdings, Inc., a Delaware corporation, Olympus Merger Sub, Inc., a Delaware corporation (“Merger Sub”) and the Company. In connection with the transactions contemplated by the Merger Agreement, on September 6, 2017, Merger Sub launched a tender offer to purchase any and all outstanding Notes and a consent solicitation in respect of certain proposed amendments to the Indenture. The Supplemental Indenture was entered into in connection with that tender offer and consent solicitation following receipt of the requisite tenders and consents from holders of a majority of the aggregate principal amount of the Notes outstanding, as of 5:00 p.m., New York City time, on Tuesday, September 19, 2017. The Supplemental Indenture, when it becomes operative, will effect the amendments to the Indenture proposed in connection with the tender offer and consent solicitation, which amendments will eliminate substantially all of the restrictive covenants and eliminate or modify certain reporting obligations, certain events of default and related provisions contained in the Indenture. The amendments to the Indenture will not become operative until the tendered Notes are accepted for purchase by Merger Sub, pursuant to the terms of the tender offer and consent solicitation. After the amendments to the Indenture become operative, Notes that were not tendered or were not purchased in the tender offer and consent solicitation will remain outstanding and will be subject to the terms of the Indenture as modified by the Supplemental Indenture.

The foregoing description of the Supplemental Indenture and the amendments contained therein does not purport to be complete and is qualified in its entirety by reference to the Supplemental Indenture, a copy of which is attached as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.03. Material Modification of Rights to Security Holders.

The information set forth in Item 1.01 is incorporated by reference herein as such information relates to the Notes.

Item 7.01. Regulation FD Disclosure.

On September 19, 2017, Merger Sub issued a press release announcing the receipt of the requisite consents in connection with Merger Sub’s tender offer and consent solicitation with respect to the Notes. A copy of the press release is attached hereto as Exhibit 99.1.

The information in this Item 7.01 and Exhibit 99.1 is being furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

The closing of the transaction contemplated by the Merger Agreement is expected to take place in the first half of October 2017 subject to the approval of the California Public Utility Commission and satisfaction of other customary closing conditions.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
4.1	Supplemental Indenture, dated as of September 19, 2017, by and between West Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee.
99.1	Press Release issued by Olympus Merger Sub, Inc., dated September 19, 2017.

EXHIBIT INDEX

Exhibit Number	Description
4.1	<u>Supplemental Indenture, dated as of September 19, 2017, by and between West Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee.</u>
99.1	<u>Press Release issued by Olympus Merger Sub, Inc., dated September 19, 2017.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WEST CORPORATION

Dated: September 20, 2017

By: /s/ Jan D. Madsen
Jan D. Madsen
Chief Financial Officer

SUPPLEMENTAL INDENTURE NO. 5

SUPPLEMENTAL INDENTURE NO. 5, dated as of September 19, 2017 (this “Supplemental Indenture”), by and between West Corporation, a Delaware corporation (the “Issuer”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

W I T N E S S E T H

WHEREAS, the Issuer, certain subsidiaries of the Issuer, as guarantors (collectively, the “Guarantors”), and the Trustee are party to that certain Indenture, dated as of July 1, 2014 (as amended and/or supplemented pursuant to (i) Supplemental Indenture No. 1, dated as of August 13, 2014, among Reliance Intermediate, Inc., Reliance Holding, Inc., Reliance Communications, LLC, Health Advocate, Inc., WellCall, Inc., Human Management Services, Inc., Corporate Care Works, Inc., Rx Advocate, Inc., the Issuer and the Trustee, (ii) Supplemental Indenture, dated as of January 29, 2015, among West Claims Recovery Services, LLC, West Revenue Generation Services, LLC, Cobalt Acquisition Company, LLC, the Issuer and the Trustee, (iii) Supplemental Indenture, dated as of February 12, 2016, among ClientTell, Inc., ClientTell Lab, LLC, the Issuer and the Trustee and (iv) Supplemental Indenture No. 4, dated as of March 27, 2017, among the Issuer, the Guarantors named on the signature pages thereto and the Trustee, the “Indenture”), providing for the issuance of the Issuer’s 5.375% Senior Notes due 2022 (the “Notes”);

WHEREAS, Section 9.02 of the Indenture provides, *inter alia*, that, in certain circumstances, the Issuer and the Trustee may amend the Indenture, the Notes and the Guarantees with the consent of the holders of at least a majority in principal amount of the Notes then outstanding voting as a single class (the “Requisite Consents”);

WHEREAS, Olympus Merger Sub, Inc., a Delaware corporation (the “Offeror”), has distributed an Offer to Purchase and Consent Solicitation Statement, dated September 6, 2017 (the “Statement”), and an accompanying Consent and Letter of Transmittal to the holders of the Notes in connection with the offer to purchase for cash any and all of the outstanding Notes and the concurrent solicitation of such holders’ consents (the “Consents”) to certain proposed amendments to the Indenture as further described in the Statement (the “Proposed Amendments”);

WHEREAS, the holders of more than 98% in aggregate principal amount of the Notes outstanding (excluding any Notes owned by the Issuer or its affiliates) have validly tendered Consents and not validly withdrawn their Consents to the adoption of all of the Proposed Amendments effected by this Supplemental Indenture in accordance with the provisions of the Indenture, and evidence of such consents has been provided by the Offeror to the Trustee;

WHEREAS, the board of directors of the Issuer has approved the Proposed Amendments;

WHEREAS, the Offeror having received the Requisite Consents from the outstanding Notes, pursuant to Section 9.02 of the Indenture, the Issuer desires to amend the Indenture, the Notes and the Guarantees (the “Amendment”);

WHEREAS, in accordance with Section 12.04 of the Indenture, the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel with respect to this Supplemental Indenture on the date hereof; and

WHEREAS, pursuant to Sections 9.02 and 9.06 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to effect the Amendment, the parties mutually covenant and agree as follows:

ARTICLE I

Defined Terms

Section 1.1 Capitalized Terms. Capitalized terms used herein without being defined herein shall have the meanings assigned to them in the Indenture.

Section 1.2 Certain Definitions. Any definitions used exclusively in the provisions of the Indenture or Notes that are deleted pursuant to the amendments set forth under this Supplemental Indenture, and any definitions used exclusively within such definitions, are hereby deleted in their entirety from the Indenture and the Notes, and all textual references in the Indenture and the Notes exclusively relating to paragraphs, Sections, Articles or other terms or provisions of the Indenture that have been otherwise deleted pursuant to this Supplemental Indenture are hereby deleted in their entirety.

ARTICLE II

Amendments to Article 4—Covenants

Section 2.1 Section 4.03 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.03. [Intentionally omitted].”

Section 2.2 Section 4.05 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.05. [Intentionally omitted].”

Section 2.3 Section 4.06 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.06. [Intentionally omitted].”

Section 2.4 Section 4.07 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.07. [Intentionally omitted].”

Section 2.5 Section 4.08 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.08. [Intentionally omitted].”

Section 2.6 Section 4.09 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.09. [Intentionally omitted].”

Section 2.7 Section 4.10 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.10. [Intentionally omitted].”

Section 2.8 Section 4.11 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.11. [Intentionally omitted].”

Section 2.9 Section 4.12 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.12. [Intentionally omitted].”

Section 2.10 Section 4.13 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.13. Corporate Existence.

Subject to Article 5 hereof, the Issuer shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence in accordance with its organizational documents (as the same may be amended from time to time).”

Section 2.11 Section 4.14 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.14. [Intentionally omitted].”

Section 2.12 Section 4.15 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.15. [Intentionally omitted].”

Section 2.13 Section 4.16 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.16. [Intentionally omitted].”

ARTICLE III
Amendments to Article 5—Successors

Section 3.1 Section 5.01(a)(4) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(4) [Intentionally omitted].”

ARTICLE IV
Amendments to Article 6—Defaults and Remedies

Section 4.1 Section 6.01(a)(3) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(3) [Intentionally omitted].”

Section 4.2 Section 6.01(a)(4) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(4) [Intentionally omitted].”

Section 4.3 Section 6.01(a)(5) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(5) [Intentionally omitted].”

Section 4.4 Section 6.01(a)(6) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(6) the Issuer, pursuant to or within the meaning of any Bankruptcy Law:

(i) commences proceedings to be adjudicated bankrupt or insolvent;

(ii) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy Law;

(iii) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;

(iv) makes a general assignment for the benefit of its creditors; or

(v) generally is not paying its debts as they become due;”

Section 4.5 Section 6.01(a)(7) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Issuer, in a proceeding in which the Issuer is to be adjudicated bankrupt or insolvent;

(ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer, or for all or substantially all of the property of the Issuer; or

(iii) orders the liquidation of the Issuer;

and the order or decree remains unstayed and in effect for 60 consecutive days; or”

Section 4.6 Section 6.01(a)(8) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(8) [Intentionally omitted].”

Section 4.7 Section 6.01(b) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(b) [Intentionally omitted].”

ARTICLE V **Amendments to Article 10—Guarantees**

Section 5.1 Section 10.03 of the Indenture is hereby amended by deleting the last sentence in Section 10.03 in its entirety.

ARTICLE VI **Amendments to the Notes**

Section 6.1 The Notes are hereby amended by replacing Section 8 thereof in its entirety on the reverse side thereof and inserting in replacement thereof:

“8. [Intentionally omitted].”

ARTICLE VII **Effectiveness**

Section 7.1 Effectiveness. This Supplemental Indenture shall become a binding agreement between the parties hereto and effective when executed by the parties hereto. The amendments to the Indenture set forth herein shall become operative only at the time and date at which the Notes representing the Requisite Consents that are validly tendered (and not validly withdrawn at or prior to the Withdrawal Deadline (as defined in the Statement)) are accepted for purchase by the Offeror substantially concurrent with the effective time of the merger between the Issuer and Olympus Merger Sub, Inc. pursuant to, and subject to the terms and conditions set forth in, the Statement.

ARTICLE VIII
Miscellaneous

Section 8.1 Notes. Amendments to the Indenture pursuant to this Supplemental Indenture shall also apply to the Notes and the Guarantees.

Section 8.2 Incorporation. All provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture, and the Indenture, as amended and supplemented by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 8.3 Third Parties. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors under the Indenture and the Holders of the Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 8.4 Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 8.5 Conflict with Trust Indenture Act. If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act that may not be so limited, qualified or conflicted with, such provision of the Trust Indenture Act shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, such provision of the Trust Indenture Act shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

Section 8.6 Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (including in “.pdf” or “.tif” format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (including in “.pdf” or “.tif” format) shall be deemed to be their original signatures for all purposes.

Section 8.7 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 8.8 The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer.

Section 8.9 Successors. All agreements of the Issuer in this Supplemental Indenture shall bind its successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 8.10 Severability Clause. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8.11 Ratification of Indenture; Supplemental Indenture; Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Issuer hereby expressly reaffirms each of its obligations to indemnify the Trustee and hold the Trustee harmless pursuant to Section 7.07 of the Indenture in connection with the Trustee's execution and delivery of this Supplemental Indenture.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 5 to be duly executed as of the date first written above.

ISSUER

WEST CORPORATION

By: /s/ Jan Madsen
Name: Jan D. Madsen
Title: Chief Financial Officer and Treasurer

TRUSTEE

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Karen Yu
Name: Karen Yu
Title: Vice President

[Signature Page to Supplemental Indenture No. 5]



**Olympus Merger Sub, Inc. announces successful receipt of requisite consents relating to
5.375% Senior Notes due 2022 of West Corporation; Extends Early Tender Date to September 21, 2017**

New York, NY, September 19, 2017— Olympus Merger Sub, Inc. (the “Offeror”), an affiliate of certain investment funds managed by affiliates of Apollo Global Management, LLC (together with its consolidated subsidiaries, “Apollo”) (NYSE: APO), announced that West Corporation (“West”) has received the requisite consents to amend certain terms of the indenture governing West’s 5.375% Senior Notes due 2022 (the “Notes”) in connection with the previously announced Tender Offer and Consent Solicitation (each as defined below). The amendments, which will not become operative until the tendered Notes are accepted for purchase by the Offeror, will amend the indenture governing the Notes to eliminate or modify substantially all of the restrictive covenants relating to West and its subsidiaries, certain reporting obligations, certain events of default and related provisions.

The Offeror also has extended the Early Tender Date (as defined in the Offer to Purchase and Consent Solicitation Statement (as defined below)) to 5:00 p.m., New York City time, on September 21, 2017 (unless further extended or earlier terminated), with holders validly tendering (and not validly withdrawing) their Notes and delivering their consents prior to such time being eligible to receive the Total Consideration (as defined in the Offer to Purchase and Consent Solicitation Statement), which includes the Early Participation Premium (as defined in the Offer to Purchase and Consent Solicitation Statement) of \$30.00 per \$1,000 principal amount of the Notes, on the Settlement Date (as defined in the Offer to Purchase and Consent Solicitation Statement). However, the Offeror has not extended the Withdrawal Deadline (as defined in the Offer to Purchase and Consent Solicitation Statement), and any Notes previously tendered or tendered at a future time may no longer be validly withdrawn (except as required by law). Notes tendered after the Early Tender Date will only be eligible to receive the Tender Consideration (as defined in the Offer to Purchase and Consent Solicitation Statement).

As previously announced, on September 6, 2017, the Offeror commenced the tender offer to purchase for cash any and all of West’s outstanding \$1,000,000,000 aggregate principal amount of Notes (the “Tender Offer”). In connection with the Tender Offer, the consent of the holders of the Notes to the amendments described above (the “Consent Solicitation”) also was solicited.

The Tender Offer and Consent Solicitation are subject to the terms and conditions set forth in the Offer to Purchase and Consent Solicitation Statement, dated September 6, 2017, relating thereto (the “Offer to Purchase and Consent Solicitation Statement”).

As of 5:00 p.m., New York City time, on September 19, 2017, the Offeror has been advised by Global Bondholder Services Corporation, as the tender agent and information agent for the Tender Offer and Consent Solicitation, that Notes were validly tendered and not withdrawn, and consents were delivered and not revoked, in respect of \$989,279,000 in aggregate principal amount, or approximately 98.93%, of the outstanding \$1,000,000,000 aggregate principal amount of Notes. As a result the requisite consent of noteholders was obtained, and West and The Bank of New York Mellon Trust Company, N.A., as trustee under the indenture governing the Notes, entered into the supplemental indenture described in the Offer to Purchase and Consent Solicitation Statement. The supplemental indenture became effective upon execution thereof, but the amendments to the indenture governing the Notes to eliminate or modify substantially all of the restrictive covenants relating to West and its subsidiaries, certain reporting obligations, certain events of default and related provisions will not become operative until the tendered Notes are accepted for purchase by the Offeror.

The Tender Offer and Consent Solicitation are being conducted in connection with the previously announced merger agreement, pursuant to which, among other things, Mount Olympus Holdings, Inc., the parent of the Offeror, has agreed to acquire West (the “Acquisition”). The Offeror’s obligation to accept and pay for the Notes is conditioned upon, among other things, the substantially concurrent closing of the Acquisition.

RBC Capital Markets, LLC and Credit Suisse Securities (USA) LLC are acting as joint-dealer managers and joint-solicitation agents (the “Joint Dealer Managers”) and Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC are acting as co-dealer managers and co-solicitation agents (together with the Joint Dealer Managers, the “Dealer Managers”) for the Tender Offer and Consent Solicitation. Global Bondholder Services Corporation is acting as the tender agent and information agent for the Tender Offer and Consent Solicitation.

Requests for documentation may be directed to Global Bondholder Services Corporation at (212) 430-3774 (for brokers and banks) or (866) 470-3900 (for all others).

Questions or requests for assistance in relation to the Tender Offer and Consent Solicitation may be directed to the Dealer Managers at (877) 381-2099 (toll free) or (212) 618-7822 (collect) for RBC Capital Markets, LLC or (800) 820-1653 (toll free) or (212) 538-1862 (collect) for Credit Suisse Securities (USA) LLC.

This announcement is for informational purposes only. This announcement is not an offer to purchase or a solicitation of an offer to purchase with respect to any Notes. The Tender Offer

and the Consent Solicitation are being made solely pursuant to the Offer to Purchase and Consent Solicitation Statement and related documents. The Tender Offer and Consent Solicitation are not being made to holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Tender Offer and Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and Consent Solicitation will be deemed to be made on behalf of the Offeror by the Dealer Managers, or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

About Apollo

Apollo is a leading global alternative investment manager with offices in New York, Los Angeles, Houston, Chicago, St. Louis, Bethesda, Toronto, London, Frankfurt, Madrid, Luxembourg, Mumbai, Delhi, Singapore, Hong Kong and Shanghai. Apollo had assets under management of approximately \$232 billion as of June 30, 2017 in private equity, credit and real estate funds invested across a core group of nine industries where Apollo has considerable knowledge and resources. For more information about Apollo, please visit www.agm.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of applicable federal securities laws. The forward-looking statements include, without limitation, statements concerning the Tender Offer and Consent Solicitation. Forward-looking statements involve risks and uncertainties, including but not limited to economic, competitive, and technological factors outside the Offeror's or West's control that may cause actual results to differ materially from the forward-looking statements. You should not place undue reliance on forward-looking statements as a prediction of actual results. The Offeror expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in expectations or events, conditions or circumstances on which any such statements are based.

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