

## GLENN D. WEST

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### **Employment**

#### **Weil, Gotshal & Manges LLP**

**Dallas, Texas**

*Retired Partner (with a limited continuing role as Senior Counsel writing legal blog articles and teaching CLE), 2022-present, Partner, 1987-2021; Managing Partner, Dallas Office, 1995-2014; Member of the Firm-wide Management Committee, responsible for the management of a firm of approximately 1100 lawyers in 20 offices around the world, 1995-1996, 1997-2014; Practice: Private Equity, Finance, M&A, and Real Estate.*

#### **Jackson Walker L.L.P.**

**Dallas, Texas**

*Associate, 1978-1984; Partner, 1984-1987; Practice: Real Estate, Corporate, and Oil & Gas.*

### **Adjunct Teaching Positions**

#### **SMU Dedman School of Law**

**Dallas, Texas**

*Adjunct Professor of Law, Spring, 2013; Spring, 2014; Spring, 2015; Spring, 2016; Spring, 2017; Fall, 2017, Spring, 2018, Fall 2018, Spring 2019, Fall 2019, Spring 2020, Fall 2020, Spring 2021, Fall 2021, Spring 2022, Fall 2022, Spring 2023, Fall 2023. Teaching a Practice Skills/Academic Transition course for those aspiring to be Transactional Lawyers, entitled *M&A Contracts Drafting (formerly Advanced Contracts Workshop)*.*

#### **Texas Tech University School of Law**

**Lubbock, Texas**

*Adjunct Professor of Law, Spring, 2012, Fall, 2012, Spring, 2013, Fall, 2013, Fall, 2014, Fall, 2015, Fall, 2016. Teaching a Practice Skills/Academic Transition Course for those aspiring to be Transactional Lawyers, entitled *Advanced Contracts Workshop*.*

## **Bar Admissions/Qualifications/Certificates**

Bar Admissions/Qualifications: *Texas*, 1978-present; *District of Columbia*, 2000-present; *New York*, 2001-present; *England & Wales*, 2003-present.

*Mediator*, Certificate from the Center for Public Policy Dispute Resolution, The University of Texas School of Law, for completion of Basic Mediation Training in accordance with the Texas Alternative Dispute Resolution Act, January 15, 2016.

## **Selected Honors & Awards**

*JD Supra* 2021 Readers' Choice Awards for M&A.

*Best Lawyer's* 2020 Corporate Law "Lawyer of the Year" in Dallas/Fort Worth.

*Texas Lawyer's* 2018 Professional Excellence Award, Lifetime Achievement.

*Best Lawyer's* 2018 Mergers and Acquisition Law "Lawyer of the Year" for Dallas/Fort Worth.

*Best Lawyer's* 2017 Leveraged Buyouts and Private Equity Law "Lawyer of the Year" for Dallas/Fort Worth.

*D CEO Magazine*, Selected to the 2016, 2017, 2018 & 2019 Dallas 500: The Most Powerful Business Leaders in Dallas-Fort Worth.

*Tarleton State University* 2016 Alumni Academic Forum Honoree for the College of Liberal and Fine Arts.

*Fellow of the American Bar Foundation*.

*2014 Texas Super Lawyers Top 100*.

*Best Lawyers'* 2014-15 Dallas Banking and Finance Law Lawyer of the Year.

*D CEO Magazine* and the *Association for Corporate Growth* 2014 Mergers & Acquisitions Award for the Adviser Dealmaker of the Year.

*Best Lawyers'* 2013 Dallas Mergers & Acquisitions Lawyer of the Year.

*Best Lawyers' 2010 Dallas Corporate Lawyer of the Year.*

*Burton Awards for Excellence in Legal Writing 2009, 2012 & 2015.*

*Chambers USA*, individually ranked in Band 1 in Corporate M&A in Texas for 2010-2020.

*BTI Consulting Group, named a 2013 BTI Client Service All-Star.*

*Texas Tech Law Review, Distinguished Alumnus Award 2011.*

*Texas Tech University School of Law, Distinguished Alumni Award 2008.*

*Glenn D. West Research Professorship*, endowed professorship at Texas Tech University School of Law, created in 2009 by partners of Weil, Gotshal & Manges LLP in honor of Glenn West's commitment to legal research and writing.

### **Boards & Bar Involvement**

*Texas Tech Law School Foundation*, member of the Board, member of Investment and Executive Committees.

*American Bar Association*, Chair of the Academic Subcommittee of the M&A Committee of the Business Law Section.

### **Selected Publications**

#### Law Review Articles

Robert F. Carangelo, Glenn D. West, and Gabriel Gershowitz, *D&O Insurance and the Bankrupt Portfolio Company—Are the Director Designees of PE Owners Actually Covered?*, 15 *Pratt's Journal of Bankruptcy Law* 248 (2019).

Glenn D. West, *Individually or Collectively, as the Context May Require*—*Clarifying the Meaning of Defined Singular Terms; It Might Actually Matter*, 13 *Pratt's Journal of Bankruptcy Law* 382 (2017).

Glenn D. West, *Consequential Damages Redux: An Updated Study of the Ubiquitous and Problematic "Excluded Losses" Provision in Private Company Acquisition Agreements*, 70 *Bus. Law.* 971 (2015).

Glenn D. West, *That Pesky Little Thing Called Fraud: An Examination of Buyers' Insistence Upon (and Sellers' Too Ready Acceptance of) Undefined "Fraud Carve-Outs" in Acquisition Agreements*, 69 *Bus. Law.* 1049 (2014).

Glenn D. West & Natalie A. Smeltzer, *Protecting the Integrity of the Entity-Specific Contract: The “No Recourse Against Others” Clause—Missing or Ineffective Boilerplate?* 67 Bus. Law. 39 (2011).

Glenn D. West & W. Benton Lewis, Jr., *Contracting to Avoid Extra-Contractual Liability—Can Your Contractual Deal Ever Be the “Entire” Deal?* 64 Bus. Law. 999 (2009).

Glenn D. West & Sara G. Duran, *Reassessing the “Consequences” of Consequential Damage Waivers in Acquisition Agreements*, 63 Bus. Law. 777 (2008).

Author or Co-Author of SMU’s Annual Texas Law Update on Corporations for 10 years, 2000-2009: Glenn D. West & Stacie L. Cargill, *Corporations*, 62 SMU L. Rev. 1057 (2009); Glenn D. West & W. Benton Lewis, Jr., *Corporations*, 61 SMU L. Rev. 743 (2008); Glenn D. West & Emmanuel U. Obi, *Corporations*, 60 SMU L. Rev. 885 (2007); Glenn D. West & Benton B. Bodamer, *Corporations*, 59 SMU L. Rev. 1143 (2006); Glenn D. West & Sarah E. Stasny, *Corporations*, 58 SMU L. Rev. 719 (2005); Glenn D. West & Adam D. Nelson, *Corporations*, 57 SMU L. Rev. 799 (2004); Glenn D. West & Susan Y. Chao, *Corporations*, 56 SMU L. Rev. 1395 (2003); Glenn D. West & Brandy L. Treadway, *Corporations*, 55 SMU L. Rev. 803 (2002); Glenn D. West, *Corporations*, 54 SMU L. Rev. 1221 (2001), Glenn D. West & Christopher M. Fairman, *Corporations*, 53 SMU L. Rev. 773 (2000).

Alan S. Gover & Glenn D. West, *The Texas Nonjudicial Foreclosure Process — A Proposal to Reconcile the Procedures Mandated by State Law with the Fraudulent Conveyance Principles of the Bankruptcy Code*, 43 Sw. L.J. 1061(1990).

Glenn D. West & Michael P. Haggerty, *The “Demandable” Note and the Obligation of Good Faith*, 21 UCC L.J. 99 (1988).

### Practice Notes

Glenn D. West, *Potential Risks Of Boilerplate NY Choice Of Law Clauses*, Law360 (July 2, 2018, 4:24 PM EDT), <https://tinyurl.com/ybduxetz>.

Glenn D. West, *Making Sure Your Choice of Law Clause Chooses All of the Law of the Chosen Jurisdiction*, Aspen’s Corporation Service, Vol. LXXXVIII, No. 20, §20.1, October 16, 2017 (Wolters Kluwer).

Glenn D. West, *A Word Of Caution On 'No Third-Party Beneficiary' Clauses*, Law360 (July 7, 2017, 11:10 AM EDT), <https://goo.gl/KaizTT>.

Glenn D. West, *A New Reason for PE Sellers to Hate Fraud Carveouts*, Law360 (June 2, 2017, 5:11 PM EDT), <https://goo.gl/awnzDs>.

Glenn D. West, *In Contract Law, There Is A "Try" And It Can Have Teeth*, Law360 (May 8, 2017, 12:47 PM EDT), <https://goo.gl/qCDBKH>.

Glenn D. West, *Contracting Accidentally Through Preliminary Agreements*, Law360 (March 16, 2017, 1:30 PM EDT), <https://goo.gl/WE2fm3>.

Glenn D. West, *When Optional Redemption Is No Longer Optional*, Law360 (November 3, 2016, 2:11 PM EDT), <https://goo.gl/cB1y7m>.

Glenn D. West, *'Represents' Vs. 'Warrants'—Reviving An Old Debate*, Law360 (August 8, 2016, 3:18 PM ET), <http://goo.gl/L454qx>.

Glenn D. West, *Contract Drafting 101: A Checklist Derived from Recent Caselaw*, Aug. 10, 2016, State Bar of Texas In-House Counsel Course, available at <http://ssrn.com/abstract=2805481>.

Glenn D. West, *Protecting Your PE Firm From Portfolio Co. Obligations*, Law360 (May 25, 2016, 11:14 AM ET), <https://goo.gl/XYTuqU>.

Glenn D. West, *Advancement and Indemnification as Distinct Concepts*, Law360 (April 21, 2016, 11:10 AM ET), <https://goo.gl/S1zmWD>.

Glenn D. West, *Extracontractual Fraud Claims Are Like Zombies*, Law360 (March 9, 2016, 10:42 AM ET), <https://goo.gl/I0ng49>.

Glenn D. West, *Making Sure Your Survival Periods Work as Intended*, Law360 (March 4, 2016, 10:03 AM ET), <https://goo.gl/5f7PDt>.

Glenn D. West, *Reading Cases - The Key to Becoming a More Effective Contract Draftsperson*, Association of Corporate Counsel, Dallas Fort Worth Chapter, Fall Quarterly Newsletter (November, 2015), <http://goo.gl/PyFzGI>.

Glenn D. West, Aaron J. Rigby and Emmanuel U. Obi, *Negotiating Investment Banking Engagement Letters: Avoiding Certain Traps for the Unwary Banker and its Client*, University of Texas 6th Annual Mergers and Acquisitions Institute, October 1, 2010, <http://goo.gl/7wX7hG>.

Glenn D. West, *Recalibrate Your Thinking to Meet Today's Challenges*, Association of Corporate Counsel, Dallas Fort Worth Chapter, Quarterly Newsletter, Focus (2Q 2009), <https://www.acc.com/chapters/dallas/upload/DFW-2Q09-1.pdf>.

Glenn D. West & Kim M. Shah, *Debunking the Myth of the Sandbagging Buyer: When Sellers Ask Buyers to Agree to Anti-Sandbagging Clauses, Who is Sandbagging Whom?*, *The M& A Lawyer*, Vol. 11, No.1 (Jan., 2007).

Glenn D. West & Stephen A. Radin, *Court Finds No D&O Coverage –For Any Director—Due to Personal Benefit Gained by Majority Shareholder Obtaining Funds for Corporation*, *Aspen Corporation Bulletin*, Vol. LXXV, No. 17 (Sept. 1, 2004).

### Client Legal Alerts

Heather Emmel, Daniel Evens, Greg Gregson, Paul Obermyer & Glenn West, *Debt Buybacks— A Familiar Tool for New Circumstances*, Weil's Finance Alert, April 3, 2020, <https://tinyurl.com/rksrlcn>.

Glenn D. West, Richard W. Slack & Joshua M. Glaser, *Just Because a Really Bad Thing Happens Does Not Mean a Material Adverse Effect has Occurred: Assessing the Latest Delaware MAE Decision*, Weil's Securities Litigation Alert, December 24, 2019, <https://tinyurl.com/szt7cpn>.

Glenn D. West, *Recalibrate Your and Your Management Team's Thinking to Meet Today's Challenges*, Weil Private Equity Alert, May 2009, available at <http://goo.gl/kFdJ4a>.

Glenn D. West, Jacky Kelly & Danek A. Freeman, *De-Levering Portfolio Companies Through Debt Buybacks—US and UK Perspectives*, Weil Private Equity Alert, March 2009, available at <http://goo.gl/avdBYJ>.

Glenn D. West & S. Scott Parel, *Revisiting Material Adverse Change Clauses—Private Equity Buyers Should (But Mostly Can't/Don't) Special Order their Macs*, Weil Private Equity Alert, July 2006, available at <http://goo.gl/HeinFu>.

Glenn D. West, *Avoiding Extra-Contractual Fraud Claims in Portfolio Company Sales Transactions—Is Walk-Away Deal Certainty Achievable for the Seller?*, Weil Private Equity Alert, March 2006, <http://goo.gl/gvJtPK>.

Glenn D. West, *Protecting the Deal Professional from Personal Liability for Contract-Related Claims*, Weil Private Equity Alert, March 2006, available at <http://goo.gl/gQdr9R>.

Glenn D. West & Michael B. Farnell, Jr., *Director and Officer Indemnification – How to Protect Former Directors and Officers After Their Resignation*, Weil Private Equity Alert, August 2005, available at <http://goo.gl/xFTekj>.

Glenn D. West & R. Jay Tabor, *Sungard and Neiman Marcus LBO Transactions—Increased Risk to Private Equity Sponsors*, Weil Private Equity Alert, June 2005, available at <https://perma.cc/TZT4-T4LR>.

### Web Blog Posts

Glenn West, *Distinguishing Between Ownership of an Entity and the Entity Itself*, Weil Global Private Equity Watch, September 6, 2023, <https://tinyurl.com/mtfcpf5r>

Glenn West, *Using Contract Language to Eliminate or Mitigate Potential Tort Claims*, Weil Global Private Equity Watch, August 30, 2023, <http://tinyurl.com/3hrf2uu8>

Glenn West, *Lost Profits May or May Not be Consequential Damages*, Weil Global Private Equity Watch, July 11, 2023, <https://tinyurl.com/4byekr5w>

Glenn West, *The Dreaded Right of First Refusal and the “Packaged” Asset Deal*, Weil Global Private Equity Watch, May 25, 2023, <https://tinyurl.com/3xdp3vtc>

Glenn West, *Retained Liabilities: Expiration of an Indemnification Obligation Respecting a Retained Liability Does Not Impose the Retained Liability Upon the Indemnified Party*, Weil Global Private Equity Watch, May 16, 2023, <https://tinyurl.com/3nzh39mm>

Glenn West, *Representing a Portfolio Company: Delaware Law Declares that the Entire Board, and Any Shareholder Who Appointed a Specific Member of the Board, are all Joint Clients*, Weil Global Private Equity Watch, April 10, 2023, <https://tinyurl.com/yvxctzya>

Glenn West, *Testing Your Fluency in the “Secret Language” of Choice-of-Law/Forum-Selection Clauses*, Weil Global Private Equity Watch, Feb. 23, 2023, <https://tinyurl.com/336asu9t>

Glenn West, *Non-Competes and Forfeiture-for-Competition Provisions – The Reasonableness Override Under Delaware Law*, Weil Global Private Equity Watch, Jan. 17, 2023, <https://tinyurl.com/2xy58z3n>

Glenn West, *New Cases Shed Further Light on the Limits of Non-Recourse Provisions*, Weil Global Private Equity Watch, Nov. 21, 2022, <https://tinyurl.com/3n89y9b2>

Glenn West, *Warning: Some Contractual Words May Actually Be Magic*, Weil Global Private Equity Watch, Oct. 4, 2022, <https://tinyurl.com/5apadbhc>

Glenn West, *Musings on the Exercise of “Sole Discretion,”* Weil Global Private Equity Watch, August 29, 2022, <https://tinyurl.com/3ufs4h2z>

Glenn West, *When Does “And” Mean “Or”?*, Weil Global Private Equity Watch, July 26, 2022, <https://tinyurl.com/39ynb2jd>

Glenn West, *The Supposed Hierarchy of “Efforts” Clauses*, Weil Global Private Equity Watch, July 13, 2022, <https://tinyurl.com/4bv33ktv>

Glenn West, *COVID-19 and Lease Obligations: Does a Force Majeure Clause Override the Frustration of Purpose Doctrine?*, Weil Global Private Equity Watch, July 7, 2022, <https://tinyurl.com/ycktdar6>

Glenn West, *The Latest Word on Fee-Shifting Pursuant to an Indemnification Provision*, Weil Global Private Equity Watch, June 1, 2022, <https://tinyurl.com/jpw876z5>

Glenn West, *One of the Perils of 50/50 Ownership and Control: A Vague Standard for Determining the Validity of Board Actions Legally Taken but Alleged to Have Had an “Inequitable Purpose”*, Weil Global Private Equity Watch, May 16, 2022, <https://tinyurl.com/5n7zvfrd>

Glenn West, *Survival Periods—Covenants Are Not Representations or Warranties, and Fraud Claims Premised Upon Contractual Representations and*



*Warranties Are Not the Same as Indemnification Claims*, Weil Global Private Equity Watch, April 20, 2022, <https://tinyurl.com/yc77vwe9>

Glenn West, *Silence Appears to Remain Golden—Contractarian Principles Are Reaffirmed in the So-Called “Sandbagging” Debate*, Weil’s Global Private Equity Watch, March 30, 2022, <https://tinyurl.com/5cd8ww8m>

Glenn West, *Beware the Type II Preliminary Agreement*, Weil’s Global Private Equity Watch, March 15, 2022, <https://tinyurl.com/mry42yww>

Glenn West, *Are Consequential Damages Recoverable for Breach of a Contractual Obligation to Pay a Sum of Money?*, Weil’s Global Private Equity Watch, January 24, 2022, <https://tinyurl.com/su9khrf6>

Glenn West, *A Critical Determination: Who Is the Restricted Person in a Change of Control or Anti-Assignment Clause?*, Weil’s Global Private Equity Watch, January 10, 2022, <https://tinyurl.com/2p8ubnby>

Glenn West, *Excluded Loss Provisions and the Danger of Contractually Slaying Mythical Dragons*, Weil’s Global Private Equity Watch, December 13, 2021, <https://tinyurl.com/35c3bbdt>

Glenn West, *Convertible Debt: A New York Usury Refresher*, Weil’s Global Private Equity Watch, November 17, 2021, <https://tinyurl.com/yc8k9rdf>

Glenn West, *Fraud Carve-Outs Come of Age*, Weil’s Global Private Equity Watch, November 1, 2021, <https://tinyurl.com/ywxapvrh>

Glenn West, *What Has Been Terminated When You Terminate Your Contract?*, Weil’s Global Private Equity Watch, October 13, 2021, <https://tinyurl.com/yc56mwxh>

Glenn West, *When Is a Person’s Status as an Affiliate Relevant?*, Weil’s Global Private Equity Watch, September 9, 2021, <https://tinyurl.com/5b7rtwx3>

Glenn West, *Too Much Dynamite—The Non-Recourse and Survival Clauses Are Both Subject to Delaware’s Built-In Fraud Carve-Out for Intentional Intra-Contractual Fraud*, Weil’s Global Private Equity Watch, August 24, 2021, <https://tinyurl.com/kf23vkax>

Glenn West, *Stuff You Might Need to Know: What Assignments Do Broad Anti-Assignment Clauses Not Prohibit?*, Weil's Global Private Equity Watch, August 9, 2021, <https://tinyurl.com/nyrj2wnm>

Glenn West, *Contractually Reimposing Fiduciary Duties in an LLC Operating Agreement Despite Clause Waiving Fiduciary Duties*, Weil's Global Private Equity Watch, July 26, 2021, <https://tinyurl.com/65vmxmep>

Glenn West, *Delaware Once More Rejects a Buyer's Efforts to Invoke an MAE Clause*, Weil's Global Private Equity Watch, July 19, 2021, <https://tinyurl.com/a4dvaf4e>

Glenn West, *There Is More to a Choice-of-Law Clause Than Filling in the Name of the Selected State*, Weil's Global Private Equity Watch, June 30, 2021, <https://tinyurl.com/3x3bjd35>

Glenn West, *Fraud Based Upon Oral Future Promises (Unlike Fraud Based Upon Oral Misrepresentations of Fact) Can Be Defeated by a Standard Integration Clause*, Weil's Global Private Equity Watch, June 21, 2021, <https://tinyurl.com/8ar6snkc>

Glenn West, *The MAE Clause, Mrs. Palsgraf and Events "Arising From or Related To" MAE Exceptions*, Weil's Global Private Equity Watch, May 11, 2021, <https://tinyurl.com/zcfdty2w>

Glenn West, *Cash Left Behind by the Seller in the Target Belongs to the Target*, Weil's Global Private Equity Watch, April 7, 2021, <https://tinyurl.com/w6b9vt37>

Glenn West, *Delaware Declares That Deliberate Fraud Is Indeed Something Completely Different Than Reckless Fraud*, Weil's Global Private Equity Watch, March 16, 2021, <https://tinyurl.com/mdyjhdku>

Glenn West, *Determining the Fair Market Value of Shares—“Unintended Mischief” from Marketability and Minority Discounts*, Weil's Global Private Equity Watch, March 2, 2021, <https://tinyurl.com/yum8se66>

Glenn West, *The Limits of Liability Limitation Provisions: Nonrecourse Clause, Like Exclusive Remedies Provision, May Be Subject to Delaware Public*

*Policy Exception*, Weil’s Global Private Equity Watch, January 25, 2021, <https://tinyurl.com/yd83wcuc>

Glenn West, *When “Liquidated Damages” Are Not—The Common Law’s Abhorrence of Penalties and What You May or May Not Be Able to Do About It*, Weil’s Global Private Equity Watch, December 22, 2020, <https://tinyurl.com/y7zb99p9>.

Glenn West, *The First-Party/Third-Party Claim Distinction in Indemnification Provisions—Unambiguously Broad Is Not Necessarily the Same Thing as “Clear and Unequivocal”*, Weil’s Global Private Equity Watch, December 1, 2020, <https://tinyurl.com/yd9tzuky>.

Glenn West, *The Latest Effort to Use Fraud to Overcome a No-Indemnity Deal—The Target’s Preparation of the Preliminary Closing Statement*, Weil Insights, Weil’s Global Private Equity Watch, October 14, 2020, <https://tinyurl.com/y4ofq74>.

Glenn West, *Mergers and Restrictions on Assignments by “Operation of Law,”* Weil Insights, Weil’s Global Private Equity Watch, September 22, 2020, <https://tinyurl.com/yywypmh6>.

Glenn West, *No Third-Party Beneficiary Clauses and the “Ever-Evolving Contractual Arms Race,”* Weil Insights, Weil’s Global Private Equity Watch, September 9, 2020, <https://tinyurl.com/yxb9jfk6>.

Glenn West, *Recent Delaware Cases Illustrating How Uncapped Fraud Claims Can and Cannot Be Premised Upon Written Representations*, Weil Insights, Weil’s Global Private Equity Watch, August 17, 2020, <https://tinyurl.com/y282z4ew>.

Glenn West, *The Limits of Interposing a Limited Liability Entity as the General Partner of a Limited Partnership*, Weil Insights, Weil’s Global Private Equity Watch, August 11, 2020, <https://tinyurl.com/y3sx4vvf>.

Glenn West, *Do You Really Know What “Consequential Damages” Means?*, Weil Insights, Weil’s Global Private Equity Watch, May 18, 2020, <https://tinyurl.com/y7tzhu9z>.

Glenn West, *An Asset Purchase That Wasn't—Beware the De Facto Merger Doctrine in Distressed M&A*, *Weil Insights*, Weil's Global Private Equity Watch, May 4, 2020, <https://tinyurl.com/yb9cmrzt>.

Glenn West, *Pondering One of Diligence's Seemingly Imponderable Questions: The Effect of Restrictions on "Indirect" Transfers*, *Weil Insights*, Weil's Global Private Equity Watch, April 27, 2020, <https://tinyurl.com/yca2euk8>.

Glenn West, Peter Feist & Kimberly Blaine Snyder, *Operating in the Ordinary Course in Extraordinary Circumstances*, *Weil Insights*, Weil's Global Private Equity Watch, April 23, 2020, <https://tinyurl.com/ycuocblf>.

Glenn West, *Contractual Declarations of Legal Rights or Status—Just Because You Say It Is Or Isn't So, Doesn't Mean It Is Or Isn't So*, *Weil Insights*, Weil's Global Private Equity Watch, April 8, 2020, <https://tinyurl.com/y9wllqgx>.

Glenn West, *Impossibility, Impracticability, Frustration, Force Majeure, Efficient Breach, and COVID-19*, *Weil Insights*, Weil's Global Private Equity Watch, March 23, 2020, <https://tinyurl.com/s9tqjye>.

Glenn West, *Your Mother Was Right: Following Your Friends (or Market Studies) Off a Bridge is a Bad Idea*, *Weil Insights*, Weil's Global Private Equity Watch, January 28, 2020, <https://tinyurl.com/w29vm77>.

Glenn West, *Defining "Material"—What Matter Will Matter?*, *Weil Insights*, Weil's Global Private Equity Watch, January 13, 2020, <https://tinyurl.com/vk564dv>.

Glenn West, Richard Slack & Joshua Glasser, *Just Because a Really Bad Thing Happens Does Not Mean a Material Adverse Effect has Occurred: Assessing the Latest Delaware MAE Decision*, *Weil Insights*, Weil's Global Private Equity Watch, December 26, 2019, <https://tinyurl.com/tw4el73>.

Glenn West, *Indemnify is a Funny Word Carrying Historical Baggage—Be Aware and Use with Care*, *Weil Insights*, Weil's Global Private Equity Watch, December 17, 2019, <https://tinyurl.com/wumysen>.

Glenn West, *Special Order Your Forum Selection Clause*, *Weil Insights*, Weil's Global Private Equity Watch, October 28, 2019, <https://tinyurl.com/t3rrbun>.

Glenn West, *“Location, Location, Location”—The Three Things that Matter the Most in Real Estate May Also Matter the Most in Ensuring the Proper Application of All of Your Contractually Chosen Law*, *Weil Insights*, Weil’s Global Private Equity Watch, August 14, 2019, <https://tinyurl.com/yyvt6x3a>.

Glenn West, *The Little-Regarded Confidentiality Agreement—Distinguishing Between “Affiliates” Entitled to Receive Confidential Information and “Affiliates” Actually Bound by the Confidentiality Agreement*, *Weil Insights*, Weil’s Global Private Equity Watch, July 29, 2019, <https://tinyurl.com/y37rqs2j>.

Glenn West, *“Standard” Versus “Bespoke” Boilerplate—A Distinction That Can Make a Big Difference*, *Weil Insights*, Weil’s Global Private Equity Watch, July 9, 2019, <https://tinyurl.com/yddlu8cv>.

Glenn West, *Forever is a Long Time or No Time at All: More Idiosyncrasies of the Common Law of Contract You Need to Know*, *Weil Insights*, Weil’s Global Private Equity Watch, June 24, 2019, <https://tinyurl.com/y52e9qqu>.

Glenn West, *Selling Your Portfolio Company Subject to a New York Law Governed Contract—Identifying a Hidden Term Built-In by New York’s Common Law: the Mohawk Doctrine*, *Weil Insights*, Weil’s Global Private Equity Watch, June 10, 2019, <https://tinyurl.com/y3ovn7g8>.

Glenn West, *Preserving Privileged Communications in the Sale of a Portfolio Company—that Clause in the Back of the Agreement Can Actually Work*, *Weil Insights*, Weil’s Global Private Equity Watch, June 6, 2019, <https://tinyurl.com/y2kkqob9>.

Glenn West, *Releases and Covenants Not to Sue—Seeming Legal Redundancies That Aren’t*, *Weil Insights*, Weil’s Global Private Equity Watch, May 20, 2019, <https://tinyurl.com/y32yntbb>.

Glenn West, *Avoiding the Other F-Word: An Anti-Reliance Clause Should Actually Disclaim Reliance on Extra-Contractual Representations Even When the Parties Agree that None Were Made*, *Weil Insights*, Weil’s Global Private Equity Watch, March 25, 2019, <https://tinyurl.com/wkcpuf8>.

Glenn West, *Serving on the Board of Your Portfolio Company: Be Careful What You Share in Emails and Texts Among You and Your Firm’s Other*

*Designated Board Members*, Weil Insights, Weil's Global Private Equity Watch, March 12, 2019, <https://tinyurl.com/yxm8z5rw>.

Glenn West, *There is No Fraud Without "Justifiable" Reliance: Unambiguous Terms of Written Contract Trump Claims of Fraudulent Inducement Even in the Absence of an Effective Non-Reliance Clause*, Weil Insights, Weil's Global Private Equity Watch, March 7, 2019, <https://tinyurl.com/y3rw2439>.

Glenn West, *Contracting to Avoid Tort-Based Punitive Damages Awards*, Weil Insights, Weil's Global Private Equity Watch, February 20, 2019, <https://tinyurl.com/y43eeybz>.

Glenn West & Miae Woo, *The Zebra versus Striped Horse Phenomenon Rears its Head Again—Distinguishing an Expert Determination from an Arbitration*, Weil Insights, Weil's Global Private Equity Watch, February 13, 2019, <https://tinyurl.com/yymx2oxg>.

Glenn West, *Portfolio Company D&O Insurance—Are the Director Designees of PE Owners Actually Covered?* Weil Insights, Weil's Global Private Equity Watch, January 2, 2019, <https://tinyurl.com/y8xej64e>.

Glenn West, *Icebergs in Your Contract—Undefined Fraud Carve-outs Continue to Produce Peril for Innocent Private Equity Sellers*, Weil Insights, Weil's Global Private Equity Watch, December 17, 2018, <https://tinyurl.com/ycbfp9ts>.

Glenn West, *Words Matter—Even Deleted Ones in a List of Potentially "Redundant Synonyms" from a Prior Draft*, Weil Insights, Weil's Global Private Equity Watch, December 4, 2018, <https://tinyurl.com/yaghrzgl>.

Glenn West, *While Time Marches On—Breach of Representations & Warranties, Survival Periods, and New York's Statute of Limitations*, Weil Insights, Weil's Global Private Equity Watch, November 5, 2018, <https://tinyurl.com/y866xdec>.

Glenn West, *A Delaware Case Has Finally Determined That There is Such a Thing as a "Material Adverse Effect"*, Weil Insights, Weil's Global Private Equity Watch, October 8, 2018, <https://tinyurl.com/y88ofnm>.

Glenn West, *A Delaware Supreme Court Footnote Reignites Concerns about the Reliability of Contractual Representations & Warranties—Are Deal Lawyers Really Going to Start Debating Sandbagging Again?* *Weil Insights*, Weil's Global Private Equity Watch, October 1, 2018, <https://tinyurl.com/y7ouqmvv>.

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Glenn West, *Post-Closing Purchase Price Adjustment Mechanics—Distinguishing Expert Determinations from Arbitrations*, *Weil Insights*, Weil's Global Private Equity Watch, August 6, 2018, <https://tinyurl.com/ybke55z2>.

Glenn West, *Something Borrowed May Make You Blue—Re-Examining New York Choice of Law Clauses*, Weil's Global Private Equity Watch, June 27, 2018, <https://tinyurl.com/yc6rq93x>.

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Glenn West, *“Individually or Collectively, as the Context May Require”—Clarifying the Meaning of Defined Singular Terms; It Might Actually Matter*, *Weil Insights*, Weil’s Global Private Equity Watch, January 3, 2017, <https://goo.gl/5nWgK6>.

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Glenn West, *On the Nature of Being Mistaken in Contract*, Weil Insights, Weil’s Global Private Equity Watch, May 3, 2016, <http://goo.gl/4ht350>.

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Glenn West, *The Law You Choose to Govern Your Contract May Not Be the Law That Governs*, *Weil Insights*, Weil's Global Private Equity Watch, January 12, 2016, <http://goo.gl/RIJTDv>.

Glenn West, *Contractually Designating a Valuation Expert as the Binding Decision Maker Means Just That, Even if the Expert Turns Out to be Wrong*, *Weil Insights*, Weil's Global Private Equity Watch, January 6, 2016, <https://tinyurl.com/2s9dzhsx>.

Glenn West, *Private Equity 101 — The Need to Contractually “Box” Identified Risk*, *Weil Insights*, Weil's Global Private Equity Watch, December 28, 2015, <http://goo.gl/hHnxMp>.

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Glenn West, *Exclusive Remedy Provisions, Fraud Carve-outs, and Personal Liability for Sell-Side Private Equity Professionals*, *Weil Insights*, Weil's Global Private Equity Watch, December 1, 2015, <http://goo.gl/bMSl3Z>.

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Glenn West, *Diminution in Value Damages & Waivers of Lost Profits*, *Weil Insights*, Weil's Global Private Equity Watch, October 20, 2015, <https://goo.gl/6rtuwZ>.

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### Published Profiles

Dallas Business Journal, “Face Time,” *Glenn D West of Weil, Gotshal & Manges*, December 22, 2011, available at <http://goo.gl/ARp87y>.

Dallas Morning News, *Law Firm Weil Taps Wild West Attitude*, December 26, 2010, available at <https://tinyurl.com/y92lyzyn>.

### **Recent Lectures, Panels, and Other Presentations**

*Traps for the Conventional M&A Thinker: More From Glenn West*, University of Texas 18th Annual Mergers and Acquisitions Institute, October 6, 2022.

*Traps for the Conventional M&A Thinker – More Conversation With Glenn West*, University of Texas 17th Annual Mergers and Acquisitions Institute, October 8, 2021.

*Fraud Carveouts and Other Traps for the Conventional Thinker: A Conversation with Glenn West*, University of Texas 16th Annual Mergers and Acquisitions Institute, October 9, 2020.

*M&A Mock Negotiation*, 27th Annual Texas Minority Counsel Program, November 7, 2019.

*Revenge of the Sea Squirts: More Encrusted Boilerplate*, University of Texas 15th Annual Mergers and Acquisitions Institute, October 11, 2019.

*Have Sea Squirts Invaded Your Contract?—Avoiding the Mindless Use of So-Called “Market” Terms You May or May Not Understand*, University of Texas 14th Annual Mergers and Acquisitions Institute, October 5, 2018.

*Key Boilerplate Provisions in M&A Agreements – Do They Mean What You Think They Mean?* Houston Bar Association, M&A Section, January 17, 2017.

*Encrusted Boilerplate in M&A Agreements: Rethinking the Common Wisdom*, University of Texas 12th Annual Mergers and Acquisitions Institute, October 21, 2016.

*Contract Drafting 101: A Checklist Derived from Recent Caselaw*, State Bar of Texas In-House Counsel Course, August 10, 2016.

*M&A Default Rule Roulette: Winning the Bet with the Law You Pick.* Practising Law Institute's One Hour Briefings, February 23, 2016.

*Eeny, Meeny, Miny, Moe: Update on Outcome-Determinative Default Rules under Delaware, New York, and Texas Law,* University of Texas 11th Annual Mergers and Acquisitions Institute, October 15, 2015.

*Deal Point Considerations in Venture Backed M&A,* ABA Spring Meeting, Business Law Section, April 18, 2015.

*Tort Law's Continued Intrusion Into the M&A Agreement---What to Do About It If Anything,* Dallas Bar Association, M&A Section Meeting, April 14, 2015.

*Key Issues in Preserving the Attorney-Client Privilege in M&A Transactions,* DFW Association of Corporate Counsel, June 25, 2014.

*Inside the American Airlines Bankruptcy, Merger and Antitrust Battle with DOJ,* The Texas Lawbook & SMU Dedman School of Law, June 24, 2014.

*The Attorney-Client Privilege in M&A Transactions: US and European Approaches,* ABA Business Law Section—2014 Mergers and Acquisitions Committee Meeting, January 31, 2014.

*M&A Agreements: Limitations on Contractual and Extra-Contractual Liabilities,* Strafford Live CLE Webinars, December 10, 2013.

*Purchase Price Adjustments in M&A,* University of Texas 9th Annual Mergers and Acquisitions Institute, October 17, 2013.

*Lessons from the American Airlines Bankruptcy,* 21st Annual Corporate Counsel Symposium, October 11, 2013.

*Leading Senior M&A Lawyers Speak—Lessons Learned from Decades in the Trenches and Expert Advice on Current Hot Topics,* Dallas Bar Association CLE Events, October 8, 2013.

*Contractual Limitations on Seller Liability in M&A,* University of Texas 8th Annual Mergers and Acquisitions Institute, October 18, 2012.

*Drafting and Reviewing Confidentiality Agreements,* On Demand Webcast CLE, April 12, 2012.

*Consequential, Incidental, Direct, Actual and Compensatory Damages: What are they and who gets them? Measures of Damages in Domestic and International Transactions*, ABA Business Law Section Meeting, Spring, 2012.

*Contractual Limitations on Extra-Contractual Liabilities*, 11th Annual Advanced In-House Counsel Course, August 2, 2012.

*M&A Agreements: Limitations on Contractual and Extra-Contractual Liabilities*, Strafford Webinar, Nov.15, 2011.

*Contractual Limitations on Seller Liability in M&A and Other Transactions*, ALI-ABA Telephone Seminar/Audio Webcast, Jan. 20, 2011.

*Creating Contractual Limitations on Seller Liability that Work Post-Closing: Avoiding Serious Pitfalls in Domestic and International Deals*, ABA Business Law Section Meeting, April 2, 2010.

### **Sample Pre-Retirement Deal Experience**

*Lead M&A counsel to WPX Energy Inc. in its \$2.5 billion acquisition of Felix Energy, December 16, 2019.*

*Lead M&A counsel to Bluegrass Materials Company, a portfolio company of Lindsay Goldberg and the largest privately-held, pure-play aggregates company in the United States, in its \$1.625 billion sale to Martin Marietta Materials, Inc., a leading supplier of building materials, including aggregates, cement, ready mixed concrete and asphalt, April 27, 2018.*

*Lead M&A counsel to Woodspring Hotels Holdings LLC (a portfolio company of Lindsay Goldberg), an owner, developer and manager of a chain of hotels, in its \$231 million sale of WoodSpring Hotels Franchise Services LLC, the franchisor of WoodSpring Suites, an extended-stay hospitality brand comprising, at the time, approximately 240 extended-stay hotels in 35 states, to Choice Hotels International, Inc., a worldwide franchisor of hotel properties, February 1, 2018.*

*Lead M&A counsel to Woodspring Hotels Holdings LLC (a portfolio company of Lindsay Goldberg), an owner, developer and manager of a chain of hotels, in its sale of more than 100 company-owned hotel properties, to funds affiliated with Brookfield Strategic Real Estate Partners II, February 1, 2018.*

*Lead M&A counsel to Lindsay Goldberg in the \$800 million sale of its portfolio company Crane & Co., Inc., one of the leading global players in the currency manufacturing and printing business (the predominant supplier of currency paper to the United States Treasury), to Crane Co., a similarly named but separate public company engaged in the manufacturing of highly engineered industrial products, January 10, 2018.*

*Lead M&A counsel to Lindsay Goldberg, the leading private investment firm for family- and founder-led businesses, in its acquisition of Big Ass Solutions, the leading manufacturer of fans, lights and controls for industrial, commercial and residential use, December 22, 2017.*

*Lead M&A counsel to Bedrock Industries, LP (a portfolio company of Lindsay Goldberg), in the CAD \$230 million initial public offering of its indirect subsidiary, Stelco Holdings Inc. (Canada), an integrated steel producer of hot rolled, cold rolled, coated sheet steel products used in the construction, automotive and energy industries across Canada and the United States, an offering that implied, at the time, a Stelco enterprise value of approximately CAD 1.5 billion, November 10, 2017.*

*Lead M&A counsel to Trilliant Food & Nutrition, a vertically integrated coffee manufacturer and a portfolio company of Kainos Capital, in its sale to an entity sponsored by The Blackstone Group, September 28, 2017.*

*Lead M&A counsel to WPX Energy, Inc., an oil-focused energy company with operations in the Permian Basin in Texas and New Mexico, the Williston Basin in North Dakota, and the San Juan Basin in New Mexico and Colorado, in its \$775 million acquisition of certain oil and gas assets in the Delaware Basin in Texas from Panther Energy Company II, LLC (a portfolio company of Kayne Anderson Energy Funds) and CP2 Operating, LLC (a portfolio company of Carrier Energy Partners, an industry partner of Riverstone Holdings), January 12, 2017.*

*Lead M&A counsel to InterHealth Nutraceuticals, Inc. (a portfolio company of Kainos Capital), a developer, manufacturer and marketer of nutritional ingredients, in its up to \$300 million sale to Lonza America, Inc. (a subsidiary of Lonza Group AG (Switzerland)), a producer of chemicals and ingredients that are used in various health products, September 12, 2016.*



*Lead M&A counsel to Kettle Cuisine, LLC (a portfolio company of Kainos Capital), a manufacturer of fresh prepared soups delivered in refrigerated and frozen formats, in its acquisition of Del Monaco Foods Inc., a custom foods manufacturer providing outsourced, private label, and contract manufacturing of soups, sauces and other specialty items, July 28, 2016.*

*Lead M&A counsel to Ennis-Flint, a global leader in pavement markings and traffic safety solutions, in its merger with an affiliate of Olympus Partners, June 13, 2016;*

*Lead M&A counsel to Kainos Capital Partners LLC in its acquisition of Kettle Cuisine, LLC, August 21, 2015;*

*Lead M&A counsel to Kainos Capital Partners, LLC in its acquisition of Trilliant Food and Nutrition, LLC, July 30, 2015;*

*Lead M&A counsel to WPX Energy, Inc. in its \$2.75 billion acquisition of RKI Exploration & Production, LLC, August 17, 2015;*

*Lead M&A counsel to LG Aviv LP, an affiliate of Lindsay Goldberg LLC and a major shareholder of Aviv REIT, Inc., in Aviv REIT, Inc.'s \$3 billion merger with Omega Healthcare Investors, Inc., April 1, 2015;*

*Lead M&A counsel to Healthcare Solutions, Inc. (a portfolio company of Brazos Private Equity Partners), a provider of pharmacy benefit management services to the workers' compensation market, in its \$405 million sale to Catamaran Corporation, a provider of pharmacy benefit management services and healthcare information technology solutions to the healthcare benefits management industry, February 25, 2015;*

*Lead M&A counsel to Apco Oil & Gas International, Inc. in its \$427 million merger with PlusPetrol Resources Corp., January 29, 2015;*

*Lead M&A counsel to Lindsay Goldberg LLC in their acquisition of a significant interest in Dealer Tire, LLC, the leading value-added distributor of replacement tires and parts for automotive OEMs and their dealers, December 22, 2014;*

*Lead M&A counsel to LIN Media LLC its \$2.6 billion merger with Media General, Inc., December 19, 2014;*

*Lead M&A counsel to Kainos Capital Partners LLC in their acquisition from Blue Point Capital Partners, of JTM Foods, LLC, a leading producer of branded and private label snack foods, October 1, 2014;*

*Lead M&A counsel to PetroLogistics LP, an indirect portfolio company of Lindsay Goldberg and York Capital, in its \$2.1 billion sale to Flint Hills Resources (a subsidiary of Koch Industries, Inc.), a refining, chemicals and bio-fuels company, July 16, 2014;*

*Lead M&A counsel to NYDJ Apparel, LLC, one of the world's leading women's apparel brands and a portfolio company of Falconhead Capital, LLC, in its sale to Crestview Partners and Maybrook Capital Partners, January 6, 2014;*

*Lead M&A counsel to AMR Corporation in their \$18 billion merger with US Airways Group, Inc., December 9, 2013;*

*Lead M&A counsel to Apache Corporation in their \$2.95 billion sale of a one-third minority participation in its Egypt oil and gas business to Sinopec International Petroleum Exploration and Production Corporation, September 3, 2013;*

*Lead M&A counsel to HM Capital Partners in a unique secondary sale of their food and consumer products portfolio companies, valued at over \$600 million, to a special purpose vehicle as part of the creation of a new fund called Kainos Capital Partners, followed by a similar transaction involving the sale of HM Capital's legacy oil and gas investment portfolio, valued at over \$425 million, February-May, 2013;*

*Lead M&A counsel to LIN TV Corporation in its sale of LIN Television of Texas followed by its merger into and with LIN Media LLC, July 30, 2013;*

*Lead M&A counsel in Lindsay Goldberg LLC's acquisition of a 49% interest in Odfjell Terminals AS, a holding company for substantially all of the worldwide tank terminal activities of Odfjell SE (Norway), June 18, 2013;*

*Lead M&A counsel to Lindsay Goldberg LLC in their acquisition of a majority interest in Value Place Holdings, an extended stay lodging brand with 181 locations in 32 states, December 27, 2012;*

*Lead M&A counsel to the special committee of the board of directors of Titanium Metals Corporation in the company's \$2.9 billion sale to Precision Castparts Corp., November 20, 2012;*

*Lead M&A counsel in the \$625 million sale of PL Midstream, a portfolio company of Lindsay Goldberg LLC and a supplier of oil and gas and midstream services, to an affiliate of Boardwalk Pipeline Partners, October 1, 2012;*

*Lead M&A counsel to Brazos Private Equity Partners in the merger and recapitalization of their portfolio companies Ennis Paint, Inc. and Flint Trading, Inc., to create Ennis-Flint Traffic Safety Solutions, the world's leading maker and supplier of pavement markings, April 2, 2012;*

*Lead M&A counsel to Dallas Stars LP in their sale of the Dallas Stars Hockey Club to an entity controlled by Tom Gagliardi, November 21, 2011;*

*Lead M&A counsel to Texas Rangers Baseball Partners in the \$593 million sale of the Texas Rangers Baseball Club to Rangers Baseball Express, August 12, 2010.*

## **Education**

### **Tarleton State University**

B.A., with High Honors in Government, 1975.

**Stephenville, Texas**

### **Texas Tech University School of Law**

J.D., with Honors, 1978.

Articles & Topics Editor, *Texas Tech Law Review*,  
Order of the Coif

**Lubbock, Texas**