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

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): October 5, 2018**

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**CONVERGYS CORPORATION**  
(Concentrix CVG Corporation, as successor by merger to Convergys Corporation)

(Exact name of registrant as specified in its charter)

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**Ohio**  
(State or other jurisdiction of incorporation)

**1-14379**  
(Commission File Number)

**31-1598292**  
(IRS Employer Identification No.)

**201 East Fourth Street  
Cincinnati, Ohio**  
(Address of principal executive offices)

**45202**  
(Zip Code)

**Registrant's telephone number, including area code: (513) 723-7000**

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- 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.

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## EXPLANATORY NOTE

This Current Report on Form 8-K is being filed in connection with the consummation, on October 5, 2018 (the “Closing Date”), of the Mergers (as defined below) contemplated by that certain Agreement and Plan of Merger, dated as of June 28, 2018, as amended by Amendment No. 1 to the Agreement and Plan of Merger, dated as of August 22, 2018 (as amended, modified or supplemented from time to time), by and among Convergys Corporation (the “Company” or “Convergys”), SYNnex Corporation, a Delaware corporation (“SYNNEX”), Delta Merger Sub I, Inc., a Delaware corporation and wholly owned subsidiary of SYNnex (“Merger Sub”), and Concentrix CVG Corporation, a Delaware corporation and a wholly owned subsidiary of SYNnex (“Concentrix CVG”), pursuant to which Merger Sub I was merged with and into Convergys, with Convergys continuing as the surviving corporation and a wholly owned subsidiary of SYNnex (the “Initial Merger”) and, immediately thereafter, Convergys was merged with and into Concentrix CVG, and Concentrix CVG continued as the surviving company and a wholly owned subsidiary of SYNnex (together with the Initial Merger, the “Mergers”).

### **Item 1.01      Entry into a Material Definitive Agreement**

#### *Credit Facilities*

On the Closing Date, in connection with the Mergers, Concentrix CVG (as the surviving party following the Mergers with the Company) and certain of the Company’s U.S. domestic subsidiaries (the “New Loan Parties”) joined as guarantors under (i) that certain Credit Agreement, dated as of November 27, 2013, by and among SYNnex, the guarantors identified therein, the lenders identified therein and Bank of America, N.A., as administrative agent (as amended, the “BofA Credit Agreement”) and (ii) that certain Credit Agreement, dated as of August 9, 2018, by and among SYNnex, the guarantors identified therein, the lenders identified therein, and JPMorgan Chase Bank, N.A., as administrative agent (the “JPM Credit Agreement”).

The BofA Credit Agreement includes a \$600 million commitment for a revolving credit facility and a term loan in the original principal amount of \$1.2 billion. SYNnex may request incremental commitments to increase the principal amount of the revolving line of credit or term loan by \$500 million, plus an additional amount which is dependent upon SYNnex’ pro forma first lien leverage ratio, as calculated under the BofA Credit Agreement. The BofA Credit Agreement matures in September 2022. The outstanding principal amount of the term loan is repayable in quarterly installments of \$15 million, with the unpaid balance due in full on the September 2022 maturity date. Interest on borrowings under the BofA Credit Agreement can be based on LIBOR or a base rate at SYNnex’ option, plus a margin. The margin for LIBOR loans ranges from 1.25% to 2.00% and the margin for base rate loans ranges from 0.25% to 1.00%, provided that LIBOR shall not be less than zero. The base rate is a variable rate which is the highest of (a) the Federal Funds Rate, plus a margin of 0.5%, (b) the rate of interest announced, from time to time, by the agent, Bank of America, N.A., as its “prime rate,” and (c) the Eurodollar Rate, plus 1.0%. The unused revolving credit facility commitment fee ranges from 0.175% to 0.30% per annum. The margins above the applicable interest rates and the revolving commitment fee for revolving loans are based on SYNnex’ consolidated leverage ratio, as calculated under the BofA Credit Agreement. SYNnex’ obligations under the BofA Credit Agreement are secured by substantially all of its, the New Loan Parties’, and certain of its other United States domestic subsidiaries’ assets on a pari passu basis with the interests of the lenders under the JPM Credit Agreement pursuant to an intercreditor agreement, and are guaranteed by the New Loan Parties and certain of its other United States domestic subsidiaries.

The JPM Credit Agreement provides for the extension of one or more term loans in an aggregate principal amount not to exceed \$1.8 billion, of which \$1.45 billion was advanced on the Closing Date. The JPM Credit Agreement matures in October 2023. Subject to customary conditions, SYNEX may borrow up to five additional term loans for over the next 90 days, in an aggregate amount not to exceed \$350 million. The proceeds of any loan made after the Closing Date must be used initially to repurchase or settle the outstanding Convergys convertible debentures tendered in connection with the Mergers until all such convertible debentures have been repurchased or settled, with the remaining balance available for working capital and other corporate purposes. The outstanding principal amount of the term loans made under the JPM Credit Agreement will be payable in quarterly installments in an amount equal to 1.25% commencing on the last day of the second full fiscal quarter after the Closing Date, with the unpaid balance due in full on the maturity date. Interest on borrowings under JPM Credit Agreement can be based on LIBOR or a base rate at SYNEX' option, plus a margin. The margin for LIBOR loans ranges from 1.25% to 1.75% and the margin for base rate loan ranges from 0.25% to 0.75%, provided that LIBOR shall not be less than zero. The base rate is a variable rate which is the highest of (a) 0.5% plus the greater of (x) the Federal Funds Rate in effect on such day and (y) the overnight bank funding rate in effect on such day, (b) the Eurodollar Rate plus 1.0% per annum, and (c) the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. A term loan commitment fee began accruing on September 26, 2018 and ranges from 0.15% to 0.25% per annum. The margins above the applicable interest rates and the term loan commitment fee are based on SYNEX' consolidated leverage ratio, as calculated under the JPM Credit Agreement. SYNEX' obligations under the JPM Credit Agreement are secured by substantially all of SYNEX', the New Loan Parties' and certain of its other domestic subsidiaries' assets on a pari passu basis with the interests of the lenders under the existing U.S. Credit Agreement pursuant to an intercreditor agreement, and are guaranteed by the New Loan Parties and certain of its other United States domestic subsidiaries.

#### *5.75% Junior Subordinated Convertible Debentures Due 2029 Supplemental Indenture*

On the Closing Date, in connection with the Mergers, Concentrix CVG entered into the First Supplemental Indenture (the "Supplemental Indenture"), dated as of October 5, 2018, by and between Concentrix CVG, as successor to the Company, and U.S. Bank National Association, as trustee (the "Trustee"), which amends and supplements the Indenture, dated as of October 13, 2009, between the Company, as issuer, and the Trustee (as amended and supplemented, the "Indenture"), pursuant to which the Company issued its 5.75% Junior Subordinated Convertible Debentures due 2029 (the "Debentures"). Among other things, the Supplemental Indenture effects certain amendments to the Indenture relating to the Mergers, including (1) changing the right to convert each \$1,000 principal amount of Debentures into a right to convert such principal amount into cash and shares of common stock, par value \$0.001 per share, of SYNEX based on the consideration to be issued in the Initial Merger, and (2) Concentrix CVG's assumption of the Company's obligations under the Indenture.

#### **Item 1.02      Termination of a Material Definitive Agreement**

The information provided in the Explanatory Note of this Current Report on Form 8-K is incorporated herein by reference.

#### *Termination of the Receivables Purchase Agreement*

On the Closing Date, in connection with the Mergers, the Company terminated its credit facility evidenced by the Receivables Purchase Agreement, dated as of June 30, 2009, (as amended, supplemented or otherwise modified from time to time, the "Receivables Purchase Agreement"), by and among Convergys Funding Inc., Convergys, as initial servicer, Gotham Funding Corporation, MUFG Bank, Ltd. f/k/a The Bank of Tokyo-Mitsubishi UFJ, Ltd. ("MUFG"), New York Branch, Wells Fargo Bank, N.A., MUFG in its capacity as agent, and Wells Fargo Bank, N.A., in its capacity as administrative agent. Upon the termination of the Receivables Purchase Agreement, all of the guarantees of the obligations under the Receivables Purchase Agreement were terminated and all security interests granted under the Receivables Purchase Agreement were released.

### *Termination of the Revolving Credit Facility*

On the Closing Date, in connection with the Mergers, the Company also terminated all commitments under the Company's Credit Agreement, dated as of January 11, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the several banks and other financial institutions from time to time party thereto, and Citibank, N.A., as Administrative Agent. Upon the termination of the Credit Agreement, all of the guarantees of the obligations under the Credit Agreement were terminated.

### **Item 2.03      Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information provided under the heading "Credit Facilities" in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

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### **Forward-Looking Statements**

DISCLOSURE NOTICE: This report contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 related to SYNnex, Convergys and the acquisition of Convergys by SYNnex. All statements other than statements of historical fact are forward-looking statements for purposes of federal and state securities laws. These forward-looking statements involve uncertainties that could significantly affect the financial or operating results of Convergys, SYNnex or the combined company. These forward-looking statements may be identified by terms such as anticipate, believe, foresee, expect, intend, plan, may, will, could and should and the negative of these terms or other similar expressions. Forward-looking statements in this report include, among other things, statements about the potential benefits of the acquisition, including future financial and operating results, plans, objectives, expectations and intentions. In addition, all statements that address operating performance, events or developments that we expect or anticipate will occur in the future — including statements relating to creating value for stockholders, benefits of the transactions to customers, vendors, employees, stockholders and other constituents of the combined company, integrating our companies, and cost savings — are forward-looking statements. These forward-looking statements involve substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Risks and uncertainties include, among other things, risks related to the ability to realize the anticipated benefits of the acquisition, including the possibility that the expected benefits from the acquisition will not be realized or will not be realized within the expected time period; the risk that the businesses will not be integrated successfully; disruption from the transaction making it more difficult to maintain business, contractual and operational relationships; the unfavorable outcome of any legal proceedings that have been or may be instituted against SYNnex, Convergys or the combined company; failure to protect proprietary or personally identifiable data against unauthorized access or unintended release; the ability to retain key personnel; negative effects of the consummation of the acquisition on the market price of the capital stock of SYNnex, and on SYNnex' and Convergys's operating results; significant transaction costs, fees, expenses and charges; unknown liabilities; the risk of litigation related to the acquisition; other business effects, including the effects of industry, market, economic, political or regulatory conditions; future exchange and interest rates; changes in tax and other laws, regulations, rates and policies; future business combinations or disposals; and competitive developments.

A further description of risks and uncertainties relating to SYNEX and Convergys can be found in their respective most recent Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, all of which are filed with the SEC and available at [www.sec.gov](http://www.sec.gov).

Neither SYNEX nor Convergys assumes any obligation to update the forward-looking statements contained in this report as the result of new information or future events or developments.

**Item 9.01**      **Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
<a href="#">4.1</a>	First Supplemental Indenture, dated as of October 5, 2018, between Concentrix CVG Corporation and U.S. Bank, National Association, as trustee.

**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, thereunto duly authorized.

Date: October 5, 2018

**CONCENTRIX CVG CORPORATION**  
**(as successor in interest to CONVERGYS CORPORATION)**

By: /s/ Simon Y. Leung

Name: Simon Y. Leung

Title: Senior Vice President, Legal

## FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE ("**Supplemental Indenture**") dated as of October 5, 2018, is between Concentrix CVG Corporation, a Delaware corporation (the "**Company**"), and U.S. Bank National Association, a national banking association, as trustee (the "**Trustee**").

## RECITALS OF THE COMPANY

WHEREAS, Convergys Corporation, a corporation duly organized under the laws of the State of Ohio ("**Convergys**"), and the Trustee are parties to an Indenture, dated as of October 13, 2009 (the "**Indenture**"), pursuant to which Convergys issued its 5.75% Junior Subordinated Convertible Debentures due 2029 (the "**Securities**");

WHEREAS, on June 28, 2018, Convergys, SYNnex Corporation, a Delaware corporation ("**SYNNEX**"), Delta Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of SYNnex ("**Merger Sub I**") and the Company entered into an Agreement and Plan of Merger, as amended by Amendment No. 1 thereto dated as of August 22, 2018 (as so amended, the "**Merger Agreement**");

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, (a) Merger Sub I will merge with and into Convergys (the "**Initial Merger**"), with Convergys surviving the Initial Merger as a wholly owned subsidiary of SYNnex and (b) immediately following the Initial Merger, Convergys, as the surviving entity, will merge with and into the Company (the "**Subsequent Merger**" and, together with the Initial Merger, the "**Merger**"), with the Company surviving the Subsequent Merger as a wholly owned subsidiary of SYNnex;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Initial Merger (the "**Effective Time**"), each common share, without par value, of Convergys (each, a "**Common Share**") issued and outstanding immediately prior to the effective time (other than cancelled shares, converted shares, and dissenting shares) shall be automatically converted into (a) 0.1263 shares of common stock, par value \$0.001 per share, of SYNnex ("**SYNNEX Common Stock**") and (b) the right to receive \$13.25 in cash, without interest;

WHEREAS, Section 8.07(a) of the Indenture provides, among other things, that, upon the occurrence of a Merger Event, Convergys shall execute with the Trustee a supplemental indenture permitted under Section 14.01(f) of the Indenture providing that, at and after the effective time of such Merger Event, the right to convert each \$1,000 Principal Amount of Securities shall be changed into a right to convert such principal amount of Securities into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of Common Shares equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the "**Reference Property**," with each "**Unit of Reference Property**" meaning the kind and amount of Reference Property that a holder of one Common Share is entitled to receive, i.e., 0.1263 shares of SYNnex Common Stock and \$13.25 in cash) upon the occurrence of such Merger Event; *provided, however*, that at and after the effective time of such Merger Event (A) the amount otherwise payable in cash upon conversion of the Securities pursuant to Section 8.02 of the Indenture shall continue to be payable in cash, (B) the number of Common Shares (if the Company does not elect to pay cash in lieu of all such Common Shares) otherwise deliverable upon conversion of the Securities pursuant to Section 8.02 shall instead be deliverable in the amount and type of Reference Property that a holder of that number of Common Shares would have received in such Merger Event and (C) the Daily VWAP shall be calculated based on the value of a Unit of Reference Property;

WHEREAS, the Merger constitutes a Merger Event under the Indenture;

WHEREAS, in accordance with Section 14.01(b) of the Indenture, the Company and the Trustee may enter into this Supplemental Indenture without the consent of any Holders to provide for the assumption by the Company, as the Surviving Entity in the Merger, of all obligations of Convergys under the Securities and the Indenture pursuant to Article 10 of the Indenture;

WHEREAS, in accordance with Section 14.01(f) of the Indenture, the Company and the Trustee may enter into this Supplemental Indenture without the consent of any Holders in connection with any Merger Event, to provide that the Securities are convertible into Reference Property, subject to the provisions of Sections 8.02 and 8.07 of the Indenture, and make related changes to the terms of the Securities to the extent expressly required by Section 8.07 of the Indenture;

WHEREAS, the Company has heretofore delivered or is delivering contemporaneously herewith to the Trustee an Officers' Certificate described in Sections 1.02, 8.07(b), 10.01(c) and 14.03 of the Indenture and an Opinion of Counsel described in Sections 1.02, 10.01(c) and 14.03 of the Indenture; and

WHEREAS, all conditions for the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree for the equal and proportionate benefit of all Holders of the Securities as follows:

#### ARTICLE 1

##### DEFINITIONS

*Section 1.01. General.* Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

ARTICLE 2

EFFECT OF THE MERGER

Section 2.01. *Conversion Right.* In accordance with Section 8.07(a) of the Indenture, at and after the Effective Time, the number of Common Shares that the Company would be required to deliver upon conversion of the Securities in accordance with Sections 8.02 and 8.06 of the Indenture shall instead be deliverable in Units of Reference Property, so that upon conversion, the converting Holder, for each \$1,000 Principal Amount of Securities being converted, shall be entitled to receive a number of Units of Reference Property equal to the applicable Conversion Rate; *provided, however*, that at and after the Effective Time (A) the amount otherwise payable in cash upon conversion of the Securities pursuant to Section 8.02 of the Indenture shall continue to be payable in cash, (B) the number of Common Shares (if the Company does not elect to pay cash in lieu of all such Common Shares) otherwise deliverable upon conversion of the Securities pursuant to Section 8.02 shall instead be deliverable in the Units of Reference Property that a holder of that number of Common Shares would have received in the Merger and (C) the Daily VWAP and Last Reported Sale Price shall, to the extent reasonably possible, be calculated based on the value of a Unit of Reference Property and the definitions of Market Disruption Event and Trading Day shall be determined by reference to SYNEX Common Stock; *provided, further*, that the provisions of the Indenture, as modified herein, including, without limitation, (i) all references and provisions respecting the terms “Common Shares,” “Conversion Price” and “Conversion Rate,” and the provisions of Section 8.01 of the Indenture with respect to when a Holder may surrender its Securities for conversion, shall continue to apply, *mutatis mutandis*, to the Holders’ right to convert each Security into Reference Property.

Section 2.02. *Adjustments to Conversion Rate.* As and to the extent required by Section 8.07(a) of the Indenture, the Conversion Rate shall be adjusted as a result of events occurring subsequent to the date hereof with respect to the Reference Property as nearly equivalent as possible to the adjustments provided for in Article 8 of the Indenture. For the avoidance of doubt, immediately following the Effective Time, and without giving effect to any adjustment required by Section 8.06 of the Indenture in respect of the Merger, the Conversion Rate shall be 90.7697 Units of Reference Property per \$1,000 Principal Amount of Securities, subject thereafter to adjustment as set forth in the Indenture.

ARTICLE 3

AGREEMENT TO ASSUME OBLIGATIONS

Section 3.01. *Assumption of Obligations.* Immediately upon the effectiveness of the Subsequent Merger pursuant to Article 10 of the Indenture, the Company (i) hereby assumes all of Convergys’s obligations under the Securities and the Indenture, including, without limitation, the due and punctual payment of the principal of and interest on all of the Securities and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed or satisfied by Convergys, and (ii) hereby succeeds to, and is substituted for, and may exercise every right and power of, Convergys under the Indenture and the Securities as if the Company had been named in the Indenture and the Securities as Convergys.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.01. Effectiveness; Construction. This Supplemental Indenture shall become effective upon its execution and delivery by the Company and the Trustee and as of the date hereof. Upon such effectiveness, the Indenture shall be supplemented in accordance herewith. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby. The Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 4.02. Indenture Remains in Full Force and Effect. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 4.03. Trustee Matters. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 4.04. No Third-Party Beneficiaries. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties to the Indenture, as supplemented hereby, and their successors, and to the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 4.05. Severability. In the event any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality and enforceability of the remaining provisions shall not be impaired thereby.

Section 4.06. Headings. The titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 4.07. Successors. All agreements of the Company and the Trustee in this Supplemental Indenture shall bind their respective successors.

Section 4.08. Governing Law. This Supplemental Indenture shall be construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

Section 4.09. Counterpart Signatures. This Supplemental Indenture may be signed by the parties hereto in multiple counterparts. Each signed counterpart shall be deemed an original, but all of them together shall represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplement 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 PDF shall be deemed to be their original signatures for all purposes.

Section 4.10. Waiver of Jury Trial. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

**CONCENTRIX CVG CORPORATION**

By: /s/ Simon Y. Leung  
Name: Simon Y. Leung  
Title: Senior Vice President, Legal

**U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE**

By: /s/ William Sicking  
Name: William Sicking  
Title: Vice President