

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K/A  
(Amendment No. 1)**

**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 29, 2018 (October 4, 2018)**

**WESTWOOD HOLDINGS GROUP, INC.**

(Exact name of registrant as specified in charter)

Delaware  
( State or other jurisdiction of  
incorporation)

001-31234  
(Commission File Number)

75-2969997  
(IRS Employer Identification No.)

200 Crescent Court, Suite 1200  
Dallas, Texas 75201  
(Address of principal executive offices)

(214) 756-6900  
(Registrant's telephone number, including area code)

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))

## Explanatory Note

On October 4, 2018, Westwood Holdings Group, Inc. (“Westwood” or the “Company”) filed a Current Report on Form 8-K (the “Initial 8-K”) to report the appointment of Murray “Terry” Forbes III to serve as the Company’s Senior Vice President, Chief Financial Officer, Treasurer and Principal Accounting Officer, effective November 1, 2018. This Amendment No. 1 (this “Amendment”) is being filed to amend and supplement Item 5.02 of the Initial 8-K to include the terms of Mr. Forbes’ compensation, which were approved by the Board of Directors (the “Board”) on October 23, 2018.

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On October 23, 2018, the Board approved the following compensation package for Mr. Forbes:

- Annual base salary of \$225,000, effective November 1, 2018; and
- Target annual variable compensation bonus opportunity of \$300,000, split between cash and shares of Company stock.

In addition, as Chief Financial Officer, Mr. Forbes is eligible to participate in all compensation and incentive plans that are available to the Company’s employees generally, including (i) annual cash incentive awards approved by the Compensation Committee of the Board (the “Committee”), (ii) long-term equity incentive awards granted pursuant to the Company’s Fifth Amended and Restated Stock Incentive Plan, as approved by the Committee, and (iii) employee and post-retirement benefits, including under the Company’s Westwood Holdings Group, Inc. Savings Plan.

There is no written employment agreement with Mr. Forbes; however, Mr. Forbes and the Company entered into an Employee Confidentiality and Non-Compete Agreement effective November 1, 2018 (the “Agreement”). The Agreement provides that Mr. Forbes may terminate his employment with the Company upon six months’ prior written notice, and that in the event he is terminated by the Company without cause or is terminated in connection with a change in control, the Company will continue to pay his then regular cash compensation for six months, along with a cash payment equal to his prior year cash bonus multiplied by the percentage of the calendar year he was employed by the Company prior to the termination date. At the Company’s discretion, these payments may be made in one lump sum. In addition, the Agreement contains a non-competition provision that prevents Mr. Forbes, for one year following his termination for any reason, from providing investment advisory services or investment management services to any person or entity in the United States that is or was a client of the Company with whom he did business and/or had personal contact while employed with the Company. The Company can also elect to prevent Mr. Forbes, for six months following his termination for any reason, from providing investment advisory services or investment management services to any person or entity in competition with the Company’s investment services or from joining or participating in any United States based entity that offers services or products that compete with the Company. In the event the Company makes such election, the Company must continue to pay Mr. Forbes his then regular cash compensation (excluding bonuses and/or other incentives) for six months following his termination in addition to any other payments to which he may be entitled to under the Agreement. The Agreement also includes a customary non-solicitation provision that runs for two years following Mr. Forbes’ termination for any reason.

The foregoing summary is qualified in its entirety by reference to the text of the Agreement, which is attached as an exhibit to this report.

There are no family relationships between any of the Company’s directors or officers and Mr. Forbes.

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

#### **(d) Exhibits.**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Employee Confidentiality and Non-Compete Agreement, effective November 1, 2018, between the Company and Murray “Terry” Forbes III

**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.

Date: October 29, 2018

**WESTWOOD HOLDINGS GROUP, INC.**

By: /s/ Brian O. Casey

Brian O. Casey

President and Chief Executive Officer

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Employee Confidentiality and Non-Compete Agreement, effective November 1, 2018, between the Company and Murray "Terry" Forbes III</u></a>

## EMPLOYEE CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is effective as of November 1, 2018 between WESTWOOD HOLDINGS GROUP, INC., including any and all subsidiaries and affiliates (collectively the “Company”), and Terry Forbes (the “Employee”).

The parties agree as follows:

1. ACCESS TO CONFIDENTIAL INFORMATION AND GOODWILL.

- (a) Company agrees to provide Employee with proprietary and confidential information developed and/or owned by Company, and of which Employee does not have previous knowledge, including for example, and without limitation, unique investment approaches, sales and marketing programs and materials, marketing and business strategies, client lists and profile data, investment advisory contracts and fee schedules, trademarks, technical information, computer software programs and electronic information, financial and other information concerning its operations (collectively, “Trade Secrets”). Employee recognizes that (i) his or her business role with Company requires access to Trade Secrets and other proprietary and confidential information; (ii) such information is of special value to the Company; and (iii) if such information became known to any person competing with the Company, irreparable damage could result to the Company.
- (b) Employee acknowledges that Company has and owns certain goodwill that provides Company with a competitive advantage, including Company’s strong brand and reputation (the “Goodwill”). Employee further acknowledges that (i) the Goodwill, and successful execution of Company’s day-to-day functions, depend on formation of relationships of trust and confidence between individual employees and Company clients; (ii) Company’s continued growth and viability depend on nurturing the relationships between its own employees and its clients and on maintaining its own relationship with employees whom it has placed in a position to form client relationships and necessarily supported while those relationships formed and grew; and (iii) the Goodwill, and Company’s positive reputation or position in the eyes of its clients or potential clients, often manifests itself through repeat business with existing clients and through referrals to potential clients. Company agrees to provide Employee with the institutional training, support and synergy that will enable Employee to provide services of the quality that clients of Company value highly and that form, at least in part, the basis for the Goodwill owned by Company. Employee recognizes that he or she will or may have close association with Company’s clients, which will or may cause those clients to associate Employee with the products or services of the Company, without paying due regard to the role of the Company as a whole, including its entire team of professionals, in the creation and delivery of those products and services.
- (c) Employee agrees that the Company must protect its business, including the Trade Secrets and Goodwill. In exchange for the Company’s promise to provide the Trade Secrets and the institutional training, support and synergy referenced above, as well as the other consideration provided herein and elsewhere, Employee agrees to the all of the covenants set forth below. Employee further agrees that the covenants set forth

below are reasonable, consistent with Employee's and Company's best interests, to protect the Company and its affiliates.

2. CONFIDENTIALITY COVENANT; TRADE SECRETS.

- (a) Employee covenants, unless required as part of his or her employment or with the Company's prior written consent, not to disclose or communicate to third parties any Trade Secret, however acquired, including Trade Secrets of companies with whom the Company has a business relationship. All Trade Secrets received by Employee during his or her employment remain the Company's exclusive property and shall be returned immediately upon termination of employment or at any time requested by the Company. Employee further agrees, upon termination of employment, to make himself available and shall fully disclose and deliver to the Company any Trade Secrets in his or her possession and shall execute any documents reasonably necessary to ensure compliance with this Agreement.
- (b) Pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833(b)), an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a Trade Secret that is made in confidence either directly or indirectly to a Federal, State, or local government official, or to an attorney, solely for the purpose of reporting or investigating, a violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a Trade Secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An employee who files a lawsuit alleging retaliation by the company for reporting a suspected violation of the law may disclose the Trade Secret to his or her attorney and use the Trade Secret in the court proceeding, if the employee files any document containing the Trade Secret under seal and does not disclose the Trade Secret, except pursuant to court order. This paragraph will govern to the extent it may conflict with any other provision of this Agreement.
- (c) Employee warrants that he is not bound by any other agreement that would be breached by execution of this Agreement or which would prevent him from performing his or her duties at the Company. Employee warrants that he has not retained proprietary information of any prior employer and will not use such information in carrying out his or her duties for the Company.
- (d) In the event of a breach or threatened breach by Employee of the provisions of this Section 2, Company shall be entitled to an injunction restraining Employee from disclosing and/or using the Company's Trade Secrets and may pursue other remedies for such breach or threatened breach, including recovery of damages from Employee.

3. INVESTMENT PERFORMANCE RESULTS; COPYRIGHTABLE WORKS.

- (a) Employee agrees that the investment performance of accounts managed by Company is attributable to its entire team of professionals and not to any single individual, that performance results of all present and future Company products are Company's exclusive property, and that he or she will not attempt to present as his or her own such performance or composite performance at any subsequent employer.

- (b) Employee agrees that Company owns copyrightable works developed by Employee in any way during his or her employment. Employee agrees, if requested by Company and without cost, to execute written acknowledgments or assignments of copyright ownership of such works in order to preserve Company's rights. Employee agrees not to assert any rights to attribution and integrity ("moral rights") he or she may have in any such copyrightable works.

4. TERMINATION: NOTICE & SEVERANCE.

- (a) Employee agrees that he or she may terminate his or her employment with the Company at any time, with at least six (6) months' prior written notice.
- (b) In the event Employee is terminated by Company without "cause" or in the event Employee is terminated in connection with a "change in control," as such terms are defined in the Company's Fifth Amended and Restated Stock Incentive Plan, Employee shall be entitled to (i) six months of Employee's regular compensation at the same level being paid at termination and (ii) a cash payment equal to the Employee's prior year cash bonus multiplied by the percentage of the calendar year Employee was employed by Company prior to the termination date. At Company's discretion, the payments to be made under this paragraph 4(b) may be paid to Employee, minus taxes and withholdings, in one lump sum payment.

5. NON-COMPETITION/NON-SOLICITATION COVENANT.

- (a) Employee agrees that, for twelve (12) months following termination of his or her employment at Company, whether by him or her or by Company and whether with or without cause ("Non-Competition Term"), Employee will not in any capacity provide investment advisory services or investment management services to any person or entity in the United States that is or was a client of Company with whom Employee did business and/or had personal contact while employed at Company.
- (b) Employee also agrees that, during his or her employment with Company, and for twenty-four (24) months following termination of his or her employment, whether by Employee or by Company and whether with or without cause ("Non-Solicitation Term"), Employee will not:
  - (i) solicit any person or entity with whom Employee does or did business and/or has or had personal contact while employed at Company, including without limitation consultants used by Company's clients, to withdraw, or to cause the withdrawal of, any funds as to which Company provides investment management services, or attempt to cause such person or entity not to engage Company for investment management services; and/or
  - (ii) solicit any employee of Company to terminate his or her employment with Company and/or to enter into competition with Company.
- (c) If Employee violates any of the restrictions contained in this Section 4, the Non-Competition Term and/or Non-Solicitation Term shall be suspended and will not run in favor of Employee from the time of the commencement of any such violation until the time when the Employee cures the violation to the Company's satisfaction.

- (d) Company and Employee acknowledge that the covenants contained in this Section 5 are reasonable in light of the consideration provided by Company to Employee, including without limitation access to Trade Secrets and Goodwill owned by Company, and in light of the relationships that Employee will have with Company's clients. However, Company and Employee agree that if a court should decline to enforce the provisions of Section 5 as written, that such provisions shall be reformed to restrict Employee's competition with Company or its affiliates, and his or her solicitation of clients and employees, to the maximum extent as to time, geography and business scope which the court shall find enforceable; provided that the provisions of Paragraph 6 shall not be modified to be more restrictive to Employee than those contained herein.

6. ADDITIONAL NON-COMPETITION COVENANT.

Employee agrees that, at Company's election, during the initial six (6) months following termination of his or her employment at Company, whether by him or her or by Company and whether with or without cause (the "Six Month Term"), he or she will not (a) in any capacity provide investment advisory services or investment management services to any person or entity in competition with the Company's investment services; or (b) establish, join, participate in, acquire or maintain ownership in, or provide investment advisory services to, any United States based entity that offers services and/or products that compete with the Company's investment services and/or products; provided, however, that this restriction shall not be construed to prevent Employee from owning or acquiring for investment purposes less than five (5) percent of the stock of any publicly traded company. In the event Company elects to invoke the restrictions set forth in this paragraph as to Employee, Company shall continue Employee's regular compensation (excluding bonuses and/or other incentives) during the Six Month Term at the same level being paid at termination. If Employee violates any term of this Agreement, all such pay continuation shall cease, and all prior payments made shall be immediately repaid by Employee to Company.

7. AT-WILL EMPLOYMENT.

Employee's employment is at will and may be terminated at any time by him or her or by Company, with or without cause. Employee agrees that such termination shall not end his or her obligations under this Agreement. Subject to Section 8(c), any other contracts or agreements entered into between Employee and Company shall be separate from this Agreement.

8. MISCELLANEOUS.

- (a) THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS EXCEPT FOR CONFLICT OF LAWS PRINCIPLES, WITHOUT REGARD TO THE PLACE OF EXECUTION OR THE PLACE OF PERFORMANCE THEREOF.
- (b) Failure to insist upon strict compliance with any provision in this Agreement shall not be deemed a waiver of such provision or any other provision in this Agreement.
- (c) This Agreement may not be modified except by an agreement in writing executed by the parties to this Agreement.

- (d) The invalidity or unenforceability of any provision hereof shall not affect the validity of enforceability of any other provision. If, moreover, any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law.
  
- (e) This Agreement is not a contract of employment or promise of future employment. Employee's employment is at will, as described in Section 6 above.

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

WESTWOOD HOLDINGS GROUP, INC.

By:  /s/ Brian O. Casey  
Printed Name: Brian O. Casey  
Title: President & Chief Executive Officer

By:  /s/ Murray Forbes III  
Printed Name: Murray "Terry" Forbes III  
Title: Chief Financial Officer

Employee's Address:  
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BY EXECUTION OF THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES RECEIPT OF A COPY OF THE AGREEMENT.