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

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended **June 30, 2018**

OR

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____.

Commission file number **1-31234**

WESTWOOD HOLDINGS GROUP, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

75-2969997

(IRS Employer Identification No.)

200 CRESCENT COURT, SUITE 1200
DALLAS, TEXAS

(Address of principal executive office)

75201

(Zip Code)

(214) 756-6900

(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

Shares of common stock, par value \$0.01 per share, outstanding as of July 20, 2018: 9,026,806.

WESTWOOD HOLDINGS GROUP, INC.

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WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except par value and share amounts)
(Unaudited)

	June 30, 2018	December 31, 2017
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 47,301	\$ 54,249
Accounts receivable	22,903	21,660
Investments, at fair value	61,513	51,324
Prepaid income taxes	—	4,269
Other current assets	1,853	6,612
Total current assets	133,570	138,114
Investments	5,000	—
Goodwill	19,804	27,144
Deferred income taxes	5,007	3,407
Intangible assets, net	16,798	19,804
Property and equipment, net of accumulated depreciation of \$6,055 and \$5,673	4,088	4,190
Total assets	\$ 184,267	\$ 192,659
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 2,724	\$ 3,501
Dividends payable	7,144	7,357
Compensation and benefits payable	9,000	19,075
Income taxes payable	1,232	1,598
Total current liabilities	20,100	31,531
Accrued dividends	1,116	1,717
Noncurrent income taxes payable	—	1,017
Deferred rent	1,910	1,998
Total liabilities	23,126	36,263
Commitments and contingencies (Note 13)		
Stockholders' Equity:		
Common stock, \$0.01 par value, authorized 25,000,000 shares, issued 10,204,887 and outstanding 9,026,806 shares at June 30, 2018; issued 9,980,827 and outstanding 8,899,587 shares at December 31, 2017	102	100
Additional paid-in capital	187,367	179,241
Treasury stock, at cost - 1,178,081 shares at June 30, 2018; 1,081,240 shares at December 31, 2017	(55,201)	(49,788)
Accumulated other comprehensive loss	(3,442)	(1,764)
Retained earnings	32,315	28,607
Total stockholders' equity	161,141	156,396
Total liabilities and stockholders' equity	\$ 184,267	\$ 192,659

See Notes to Condensed Consolidated Financial Statements.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands, except per share data and share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
REVENUES:				
Advisory fees:				
Asset-based	\$ 23,473	\$ 24,496	\$ 47,956	\$ 48,285
Performance-based	1,649	1,031	2,984	1,417
Trust fees	7,465	7,917	15,074	15,712
Other, net	173	312	313	965
Total revenues	32,760	33,756	66,327	66,379
EXPENSES:				
Employee compensation and benefits	14,654	15,557	32,413	33,274
Sales and marketing	409	513	852	990
Westwood mutual funds	1,002	909	1,987	1,772
Information technology	2,383	1,883	4,421	3,639
Professional services	1,277	1,318	2,305	2,814
General and administrative	2,099	2,993	3,450	5,537
Total expenses	21,824	23,173	45,428	48,026
Net operating income	10,936	10,583	20,899	18,353
Gain on sale of operations	—	—	524	—
Income before income taxes	10,936	10,583	21,423	18,353
Provision for income taxes	2,944	3,687	5,453	5,393
Net income	\$ 7,992	\$ 6,896	\$ 15,970	\$ 12,960
Other comprehensive income (loss):				
Foreign currency translation adjustments	(479)	934	(1,678)	1,141
Total comprehensive income	\$ 7,513	\$ 7,830	\$ 14,292	\$ 14,101
Earnings per share:				
Basic	\$ 0.95	\$ 0.84	\$ 1.92	\$ 1.60
Diluted	\$ 0.94	\$ 0.83	\$ 1.87	\$ 1.56
Weighted average shares outstanding:				
Basic	8,399,148	8,167,277	8,336,923	8,118,327
Diluted	8,543,353	8,316,508	8,543,401	8,315,722
Cash dividends declared per share	\$ 0.68	\$ 0.62	\$ 1.36	\$ 1.24

See Notes to Condensed Consolidated Financial Statements.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
For the Six Months Ended June 30, 2018
(In thousands, except share amounts)
(Unaudited)

	Common Stock, Par		Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Total
	Shares	Amount					
BALANCE, December 31, 2017	8,899,587	\$ 100	\$ 179,241	\$ (49,788)	\$ (1,764)	\$ 28,607	\$ 156,396
Net income	—	—	—	—	—	15,970	15,970
Other comprehensive income	—	—	—	—	(1,678)	—	(1,678)
Issuance of restricted stock, net of forfeitures	224,060	2	(2)	—	—	—	—
Dividends declared	—	—	—	—	—	(12,262)	(12,262)
Stock based compensation expense	—	—	7,963	—	—	—	7,963
Reclassification of compensation liability to be paid in shares	—	—	165	—	—	—	165
Purchases of treasury stock	(13,031)	—	—	(726)	—	—	(726)
Restricted stock returned for payment of taxes	(83,810)	—	—	(4,687)	—	—	(4,687)
BALANCE, June 30, 2018	<u>9,026,806</u>	<u>\$ 102</u>	<u>\$ 187,367</u>	<u>\$ (55,201)</u>	<u>\$ (3,442)</u>	<u>\$ 32,315</u>	<u>\$ 161,141</u>

See Notes to Condensed Consolidated Financial Statements.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 15,970	\$ 12,960
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	434	479
Amortization of intangible assets	836	980
Unrealized (gains) losses on trading investments	256	(378)
Stock based compensation expense	7,963	8,065
Deferred income taxes	(1,631)	437
Gain on sale of operations	(524)	—
Change in operating assets and liabilities:		
Net sales (purchases) of investments - trading securities	(10,445)	11,198
Accounts receivable	(1,616)	531
Other current assets	4,637	455
Accounts payable and accrued liabilities	(442)	266
Compensation and benefits payable	(9,844)	(6,940)
Income taxes payable	2,881	(1,178)
Other liabilities	(74)	(53)
Net cash provided by operating activities	8,401	26,822
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(426)	(245)
Proceeds from Omaha divestiture	10,013	—
Purchase of investments	(5,000)	—
Net cash provided by (used in) investing activities	4,587	(245)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Purchase of treasury stock under employee stock plans	(726)	(1,326)
Restricted stock returned for payment of taxes	(4,687)	(5,189)
Cash dividends paid	(13,075)	(11,674)
Net cash used in financing activities	(18,488)	(18,189)
Effect of currency rate changes on cash	(1,448)	1,076
Net Change in Cash and Cash Equivalents	(6,948)	9,464
Cash and cash equivalents, beginning of period	54,249	33,679
Cash and cash equivalents, end of period	\$ 47,301	\$ 43,143
Supplemental cash flow information:		
Cash paid during the period for income taxes	\$ 4,169	\$ 5,539
Accrued dividends	\$ 8,260	\$ 7,760
Accrued purchase of property and equipment	\$ —	\$ 52

See Notes to Condensed Consolidated Financial Statements.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. DESCRIPTION OF THE BUSINESS

Westwood Holdings Group, Inc. (“Westwood”, the “Company”, “we”, “us” or “our”) was incorporated under the laws of the State of Delaware on December 12, 2001. Westwood provides investment management services to institutional investors, private wealth clients and financial intermediaries through its subsidiaries, Westwood Management Corp. and Westwood Advisors, L.L.C. (together “Westwood Management”), Westwood Trust, and Westwood International Advisors Inc. (“Westwood International”). Revenue is largely dependent on the total value and composition of assets under management (“AUM”). Accordingly, fluctuations in financial markets and in the composition of AUM impact revenues and results of operations.

Divestiture of our Omaha Operations

On September 6, 2017, we entered into an agreement to sell the Omaha-based component of our Private Wealth business. The sale closed on January 12, 2018. We received proceeds of \$10.0 million, net of working capital requirements, and recorded a \$524,000 gain on the sale, which is included as “Gain on sale of operations” on our Consolidated Statements of Comprehensive Income. The sale reduced goodwill and intangible assets but did not have a material impact on our Condensed Consolidated Balance Sheet. The following table presents cash proceeds received and net assets sold (in thousands):

Cash Proceeds	\$	10,013
Net assets sold:		
Accounts receivable		99
Other current assets		112
Goodwill		7,340
Intangible assets, net		2,170
Property and equipment, net		18
Accounts payable and accrued liabilities		(241)
Other liabilities		(9)
Gain on sale of operations	\$	<u>524</u>

The component is reported within both our Advisory and Trust segments. The sale did not represent a major strategic shift in our business and did not qualify for discontinued operations reporting.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying Condensed Consolidated Financial Statements are unaudited and are presented in accordance with the requirements for quarterly reports on Form 10-Q and consequently do not include all of the information and footnote disclosures required by accounting principles generally accepted in the United States of America (“GAAP”). The Company’s Condensed Consolidated Financial Statements reflect all adjustments (consisting only of normal recurring adjustments) necessary in the opinion of management to present fairly our interim financial position and results of operations and cash flows for the periods presented. The accompanying Condensed Consolidated Financial Statements are presented in accordance with GAAP and the rules and regulations of the Securities and Exchange Commission (“SEC”).

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

The accompanying unaudited Condensed Consolidated Financial Statements should be read in conjunction with our Consolidated Financial Statements, and notes thereto, included in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC. Operating results for the periods in these Condensed Consolidated Financial Statements are not necessarily indicative of results for any future period. The accompanying Condensed Consolidated Financial Statements include the accounts of Westwood and its subsidiaries. All intercompany accounts and transactions have been eliminated upon consolidation.

Recent Accounting Pronouncements

Recently Adopted

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which resulted from a joint project by the FASB and the International Accounting Standards Board to clarify the principles for recognizing revenue and to develop a common revenue standard for GAAP and International Financial Reporting Standards ("IFRS"). The ASU is effective for annual reporting periods beginning after December 15, 2017, including interim reporting periods within that reporting period. Retrospective application is required, with the entity either applying the change to each prior reporting period presented or applying the cumulative effect of each prior reporting period presented at the date of initial application. We adopted ASU 2014-09 effective January 1, 2018. See further discussion in Note 9 "Revenue."

In March 2018, the FASB issued ASU 2018-05, *Income Taxes: Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118*, to address the application of U.S. GAAP in situations when a registrant does not have the necessary information available, prepared or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Tax Cuts and Jobs Act ("Tax Reform Act"). See further discussion in Note 11 "Income Taxes."

Not Yet Adopted

In June 2018, the FASB issued ASU 2018-07, *Compensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*. The purpose of this amendment is to simplify the accounting for share-based payments granted to nonemployees for goods and services by aligning it with the accounting used for arrangements with employees. The amendments in this update are effective for public business entities for fiscal years beginning after December 15, 2018, including interim periods within that fiscal year. We do not expect the amendment to have a material impact on our Consolidated Financial Statements, and we plan to adopt the standard within the required time frame.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

3. EARNINGS PER SHARE

Basic earnings per common share is computed by dividing net income available to common stockholders by the weighted average number of shares outstanding for the applicable period. Diluted earnings per share is computed based on the weighted average number of shares outstanding plus the effect of any dilutive shares of restricted stock granted to employees and non-employee directors. There were no anti-dilutive restricted shares outstanding for the three months ended June 30, 2018, and there were approximately 7,000 anti-dilutive restricted shares outstanding for the three months ended June 30, 2017. There were approximately 5,000 and 13,000 anti-dilutive restricted shares outstanding for the six months ended June 30, 2018 and 2017, respectively.

The following table sets forth the computation of basic and diluted earnings per share (in thousands, except per share and share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Net income	\$ 7,992	\$ 6,896	\$ 15,970	\$ 12,960
Weighted average shares outstanding - basic	8,399,148	8,167,277	8,336,923	8,118,327
Dilutive potential shares from unvested restricted shares	144,205	149,231	206,478	197,395
Weighted average shares outstanding - diluted	8,543,353	8,316,508	8,543,401	8,315,722
Earnings per share:				
Basic	\$ 0.95	\$ 0.84	\$ 1.92	\$ 1.60
Diluted	\$ 0.94	\$ 0.83	\$ 1.87	\$ 1.56

4. INVESTMENTS

In May 2018, we entered into a \$5.0 million strategic investment in an equity position of a private company. As this investment represents a private company without a readily determinable fair value, the Company has elected to apply the measurement alternative of cost minus impairment, if any, plus or minus changes resulting from observable price changes. The Company will reassess whether our investment qualifies for the measurement alternative at each reporting period. In evaluating the investment for impairment or observable price changes, we will use inputs including recent financing events, as well as other available information regarding the private company's historical and forecasted performance. As of June 30, 2018, there were no observable price changes or indicators of impairment for this investment. See further discussion regarding our investment in Note 13 "Commitments and Contingencies."

All other investments are carried at fair value on a recurring basis and are accounted for as trading securities. Trading securities are presented in the table below (in thousands):

	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value
June 30, 2018:				
U.S. Government and Government agency obligations	\$ 40,081	\$ 72	\$ —	\$ 40,153
Money market funds	9,736	—	—	9,736
Equity funds	11,309	524	(209)	11,624
Total trading securities	<u>\$ 61,126</u>	<u>\$ 596</u>	<u>\$ (209)</u>	<u>\$ 61,513</u>
December 31, 2017:				
U.S. Government and Government agency obligations	\$ 29,367	\$ 21	\$ (15)	\$ 29,373
Money market funds	9,736	—	—	9,736
Equity funds	11,578	657	(20)	12,215
Total trading securities	<u>\$ 50,681</u>	<u>\$ 678</u>	<u>\$ (35)</u>	<u>\$ 51,324</u>

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

As of June 30, 2018 and December 31, 2017, approximately \$10.7 million in corporate funds were invested in Westwood Funds®, Westwood Common Trust Funds and Westwood Investment Funds PLC (the “UCITS Fund”). See Note 8 “Variable Interest Entities.”

5. FAIR VALUE MEASUREMENTS

We determine estimated fair values for our financial instruments using available information. The fair value amounts discussed in our Condensed Consolidated Financial Statements are not necessarily indicative of either amounts realizable upon disposition of these instruments or our intent or ability to dispose of these assets. The estimated fair value of cash and cash equivalents, accounts receivable, prepaid income taxes, other current assets, accounts payable and accrued liabilities, dividends payable, compensation and benefits payable and income taxes payable approximates their carrying value due to their short-term maturities. The carrying amount of investments designated as “trading” securities, primarily U.S. Government and Government agency obligations, money market funds, Westwood Funds® mutual funds, the UCITS Fund and Westwood Trust common trust fund shares, equals their fair value based on prices quoted in active markets and, with respect to common trust funds, the net asset value of the shares held as reported by each fund. Market values of our money market holdings generally do not fluctuate. Our strategic investment in a private company discussed in Note 4 “Investments” is excluded from the below recurring fair value table, as we have elected to apply the measurement alternative for this investment.

ASC 820, Fair Value Measurements, defines fair value, establishes a framework for measuring fair value and requires disclosures regarding certain fair value measurements. ASC 820 establishes a three-tier hierarchy for measuring fair value, as follows:

- level 1 – quoted market prices in active markets for identical assets
- level 2 – inputs other than quoted prices that are directly or indirectly observable
- level 3 – significant unobservable inputs where there is little or no market activity

The following table summarizes the values of our investments measured at fair value on a recurring basis within the fair value hierarchy as of the dates indicated (in thousands):

	Level 1	Level 2	Level 3	Investments Measured at NAV ⁽¹⁾	Total
As of June 30, 2018:					
Investments in trading securities	\$ 59,214	\$ —	\$ —	\$ 2,299	\$ 61,513
Total assets measured at fair value	<u>\$ 59,214</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,299</u>	<u>\$ 61,513</u>
As of December 31, 2017:					
Investments in trading securities	\$ 48,998	\$ —	\$ —	\$ 2,326	\$ 51,324
Total assets measured at fair value	<u>\$ 48,998</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,326</u>	<u>\$ 51,324</u>

(1) Comprised of certain investments measured at fair value using net asset value (“NAV”) as a practical expedient. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented on our Condensed Consolidated Balance Sheets.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

6. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

Goodwill represents the excess of the cost of acquired assets over the fair value of the underlying identifiable assets at the date of acquisition. Goodwill is not amortized but is tested for impairment at least annually. We completed our annual goodwill impairment assessment during the third quarter of 2017 and determined that no impairment loss was required. No impairments on goodwill were recorded during the three or six months ended June 30, 2018 or 2017.

Changes in the balance of Goodwill for the periods presented are as follows (in thousands):

	Goodwill
Balance as of December 31, 2017	\$ 27,144
Omaha divestiture	(7,340)
Balance as of June 30, 2018	<u>\$ 19,804</u>

Other Intangible Assets

Our intangible assets represent the acquisition date fair value of acquired client relationships, trade names, non-compete agreements and internally developed software and are reflected net of amortization. In valuing these assets, we made significant estimates regarding their useful lives, growth rates and potential attrition. We periodically review intangible assets for events or circumstances that would indicate impairment. No impairments on intangible assets were recorded during the three or six months ended June 30, 2018 or 2017.

Changes in the balance of Intangible assets, net for the periods presented are as follows (in thousands):

	Intangible assets, net
Balance as of December 31, 2017	\$ 19,804
Amortization	(836)
Omaha divestiture ⁽¹⁾	(2,170)
Balance as of June 30, 2018	<u>\$ 16,798</u>

(1) Related to client relationships

7. STOCKHOLDERS' EQUITY

Accumulated Other Comprehensive Loss

The components of Accumulated other comprehensive loss were as follows (in thousands):

	As of June 30, 2018	As of December 31, 2017
Foreign currency translation adjustment	\$ (3,442)	\$ (1,764)
Accumulated other comprehensive loss	<u>\$ (3,442)</u>	<u>\$ (1,764)</u>

8. VARIABLE INTEREST ENTITIES

We have evaluated (i) our advisory relationships with the UCITS Fund and the Westwood Funds®, (ii) our relationship as sponsor of the Common Trust Funds (“CTFs”) and managing member of the private equity fund Westwood Hospitality Fund I, LLC (“WHF”) and (iii) the private company discussed in Note 4 “Investments” (“Private Equity”) to determine whether each of these entities is a variable interest entity (“VIE”) or voting ownership entity (“VOE”). Based on our analysis, we determined that the CTFs and WHF were VIEs, as the at-risk equity holders do not have the ability to direct the activities that most significantly impact the entity’s economic performance, and the Company and its representatives have a majority control of the entities’ respective boards of directors and can influence the respective entities’ management and affairs. Prior to the sale of our Omaha-based operations, we also considered our advisory relationship with ten limited liability companies (“LLCs”) as VIEs, but as of June 30, 2018, we no longer serve as the managing member of the funds and do not control the activities that most significantly impact the entities’ economic performance. Therefore, the LLCs are no longer considered VIEs. Although we have related parties on the UCITS Fund board of directors, the shareholders have rights to remove the current directors with a simple majority vote and so we determined that the UCITS Fund is not a VIE. As the Company and its representatives do not have representation on the Westwood Funds® or the Private Equity independent boards of directors, which direct the activities that most significantly impact the entities’ economic performance, we determined that the Westwood Funds® and the Private Equity were not VIEs. Therefore, the UCITS Fund, Westwood Funds® and Private Equity should be analyzed under the VOE consolidation method. Based on our analysis of our investments in these entities for the periods ending June 30, 2018 and December 31, 2017, we have not consolidated the CTFs, WHF or LLCs under the VIE method or the UCITS Fund, Westwood Funds® or Private Equity under the VOE method, and therefore the financial results of these entities are not included in the Company’s consolidated financial results.

As of June 30, 2018 and December 31, 2017, our seed investments aggregated approximately \$10.7 million in the CTFs, the Westwood Funds, and the UCITS Fund. The seed investments were provided for the sole purpose of showing the economic substance needed to establish the funds or sub-funds. The Company’s seed investments in these funds are included in “Investments, at fair value” on our Condensed Consolidated Balance Sheets.

We have not otherwise provided any financial support not previously contractually obligated to provide, and there are no arrangements that would require us to provide additional financial support to any of these entities. Our seed investments in the above-mentioned Westwood Funds®, the UCITS Fund and the CTFs are accounted for as investments in accordance with our other investments described in Note 4 “Investments.” We recognized fee revenue from the Westwood VIEs and Westwood VOEs of approximately \$12.0 million and \$13.1 million for the three months ended June 30, 2018 and 2017, respectively. We recognized fee revenue from the Westwood VIEs and Westwood VOEs of approximately \$24.6 million and \$25.9 million for the six months ended June 30, 2018 and 2017, respectively.

The following table displays the assets under management, the amounts of our seed investments included in “Investments” on our consolidated balance sheets, and the risk of loss in each vehicle (in millions):

	As of June 30, 2018		
	Assets Under Management	Corporate Investment	Amount at Risk
VIEs/VOEs:			
Westwood Funds®	\$ 4,199	\$ 6	\$ 6
Common Trust Funds	2,311	2	2
UCITS Fund	411	2	2
Westwood Hospitality Fund I, LLC	3	—	—
Private Equity	—	5	5
All other assets:			
Private Wealth	2,621		
Institutional	12,046		
Total Assets Under Management	\$ 21,591		

9. REVENUE

Adoption of ASC 2014-09 Revenue from Contracts with Customers (Topic 606)

On January 1, 2018, we adopted ASU 2016-10 using the modified retrospective method applied to those contracts that were not completed as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under Topic 606 while prior period amounts continue to be reported in accordance with our historic accounting under Topic 605.

We analyzed the revenue from prior periods and determined no material adjustments to opening retained earnings were necessary as the updated guidance is consistent with our historical revenue recognition methodology.

Revenue Recognition

Revenues are recognized when the performance obligation (the investment management and advisory or trust services provided to the client) defined by the investment advisory or sub-advisory agreement is satisfied. For each performance obligation, we determine at contract inception whether the revenue satisfies over time or at a point in time. We derive our revenues from investment advisory fees, trust fees and other sources of revenues. Advisory and Trust fees are calculated based on a percentage of assets under management and the performance obligation is realized over the current calendar quarter. Once clients receive our investment advisory services we have an enforceable right to payment.

Advisory Fee Revenues

Our advisory fees are generated by Westwood Management and Westwood International, which manage client accounts under investment advisory and sub-advisory agreements. Advisory fees are typically calculated based on a percentage of assets under management and are paid in accordance with the terms of the agreements. Advisory fees are paid quarterly in advance based on assets under management on the last day of the preceding quarter, quarterly in arrears based on assets under management on the last day of the quarter just ended or are based on a daily or monthly analysis of assets under management for the stated period. We recognize advisory fee revenues as services are rendered. Since our advance paying clients' billing periods coincide with the calendar quarter to which such payments relate, revenue is recognized within the quarter and our condensed consolidated financial statements contain no deferred advisory fee revenues. Advisory clients typically consist of institutional and mutual fund accounts.

Institutional investors includes separate accounts of (i) corporate pension and profit sharing plans, public employee retirement funds, Taft Hartley plans, endowments, foundations and individuals; (ii) subadvisory relationships where Westwood provides investment management services for funds offered by other financial institutions; (iii) pooled investment vehicles, including the UCITS Fund and collective investment trusts; and (iv) managed account relationships with brokerage firms and other registered investment advisors that offer Westwood products to their customers.

Mutual funds include the Westwood Funds®, a family of mutual funds for which Westwood Management serves as advisor. These funds are available to individual investors, as well as offered as part of our investment strategies for institutional investors and private wealth accounts.

Arrangements with Performance Based Obligations

A limited number of our advisory clients have a contractual performance-based fee component in their contracts, which generates additional revenues if we outperform a specified index over a specific period of time. The revenue is based on future market performance and is susceptible to factors outside our control. We cannot conclude that a significant reversal in the cumulative amount of revenue recognized will not occur during the measurement period, and therefore the revenue is recorded at the end of the measurement period when the performance obligation has been satisfied.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Trust Fee Revenues

Our trust fees are generated by Westwood Trust pursuant to trust or custodial agreements. Trust fees are separately negotiated with each client and are generally based on a percentage of assets under management. Westwood Trust also provides trust services to a small number of clients on a fixed fee basis. The fees for most of our trust clients are calculated quarterly in arrears, based on a daily average of assets under management for the quarter. Since billing periods for most of Westwood Trust's clients coincide with the calendar quarter, revenue is fully recognized within the quarter and our Condensed Consolidated Financial Statements do not contain a significant amount of deferred trust fee revenues.

Revenue Disaggregated

Sales taxes are excluded from revenues. The following table presents our revenue disaggregated by account type (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Advisory Fees:				
Institutional	\$ 15,684	\$ 17,043	\$ 32,389	\$ 33,652
Mutual Funds	7,753	7,452	15,503	14,632
Private Wealth	36	—	64	—
Performance-based	1,649	1,031	2,984	1,417
Trust Fees	7,465	7,917	15,074	15,713
Other	173	313	313	965
Total revenues	<u>\$ 32,760</u>	<u>\$ 33,756</u>	<u>\$ 66,327</u>	<u>\$ 66,379</u>

We have clients in various locations around the world. The following table presents our revenue disaggregated by our clients' geographical locations (in thousands):

Three Months Ended June 30, 2018	Advisory	Trust	Performance-based	Other	Total
Asia	\$ 1,236	\$ —	\$ —	\$ —	\$ 1,236
Australia	974	—	—	—	974
Canada	1,640	—	—	37	1,677
Europe	1,347	—	—	—	1,347
United States	18,276	7,465	1,649	136	27,526
Total	<u>\$ 23,473</u>	<u>\$ 7,465</u>	<u>\$ 1,649</u>	<u>\$ 173</u>	<u>\$ 32,760</u>
Six Months Ended June 30, 2018					
Asia	\$ 2,667	\$ —	\$ —	\$ —	\$ 2,667
Australia	1,996	—	—	—	1,996
Canada	3,470	—	—	86	3,556
Europe	2,590	—	—	—	2,590
United States	37,233	15,074	2,984	227	55,518
Total	<u>\$ 47,956</u>	<u>\$ 15,074</u>	<u>\$ 2,984</u>	<u>\$ 313</u>	<u>\$ 66,327</u>

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Three Months Ended June 30, 2017	Advisory	Trust	Performance-based	Other	Total
Asia	\$ 1,508	\$ —	\$ —	\$ —	\$ 1,508
Australia	786	—	—	—	786
Canada	2,118	—	—	139	2,257
Europe	1,061	—	—	—	1,061
United States	19,023	7,917	1,031	173	28,144
Total	\$ 24,496	\$ 7,917	\$ 1,031	\$ 312	\$ 33,756

Six Months Ended June 30, 2017					
Asia	\$ 3,047	\$ —	\$ —	\$ —	\$ 3,047
Australia	1,427	—	—	—	1,427
Canada	4,132	—	—	222	4,354
Europe	2,119	—	—	—	2,119
United States	37,560	15,712	1,417	743	55,432
Total	\$ 48,285	\$ 15,712	\$ 1,417	\$ 965	\$ 66,379

10. LONG-TERM INCENTIVE COMPENSATION

Restricted Stock Awards

We have issued restricted shares to our employees and non-employee directors. The Fifth Amended and Restated Westwood Holdings Group, Inc. Stock Incentive Plan (the “Plan”) reserves shares of Westwood common stock for issuance to eligible employees, directors and consultants of Westwood or its subsidiaries in the form of restricted stock. In April 2018, stockholders approved an additional 200,000 shares to be authorized under the Plan, increasing the total number of shares issuable under the Plan (including predecessor plans to the Plan) to 4,848,100 shares. At June 30, 2018, approximately 401,000 shares remain available for issuance under the Plan.

The following table presents the total stock-based compensation expense recorded for stock-based compensation arrangements for the periods indicated (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Service condition stock-based compensation expense	\$ 2,535	\$ 2,608	\$ 5,325	\$ 5,237
Performance condition stock-based compensation expense	1,088	1,372	2,364	2,495
Stock-based compensation expense under the Plan	3,623	3,980	7,689	7,732
Canadian Plan stock-based compensation expense	153	188	274	333
Total stock-based compensation expense	\$ 3,776	\$ 4,168	\$ 7,963	\$ 8,065

Restricted Stock

Under the Plan we have granted to employees and non-employee directors restricted stock subject to service conditions and to certain key employees restricted stock subject to both service and performance conditions.

As of June 30, 2018, there was approximately \$27.8 million of unrecognized compensation cost for restricted stock grants under the Plan, which we expect to recognize over a weighted-average period of 2.4 years. Our two types of restricted stock grants under the Plan are discussed below.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Restricted Stock Subject Only to a Service Condition

We calculate compensation cost for restricted stock grants by using the fair market value of our common stock at the date of grant, the number of shares issued and an adjustment for restrictions on dividends. This compensation cost is amortized on a straight-line basis over the applicable vesting period, with adjustments for forfeitures recorded as they occur.

The following table details the status and changes in our restricted stock grants subject only to a service condition for the six months ended June 30, 2018:

	Shares	Weighted Average Grant Date Fair Value
Non-vested, January 1, 2018	519,375	\$ 55.44
Granted	172,366	55.92
Vested	(203,020)	53.49
Forfeited	(20,977)	56.42
Non-vested, June 30, 2018	467,744	\$ 56.42

Restricted Stock Subject to Service and Performance Conditions

Under the Plan, certain key employees were provided agreements for grants of restricted shares that vest over multiple year periods subject to achieving annual performance goals established by the Compensation Committee of Westwood's Board of Directors. Each year the Compensation Committee establishes specific goals for that year's vesting of the restricted shares. The date that the Compensation Committee establishes annual goals is considered to be the grant date and the fair value measurement date to determine expense on the shares that are likely to vest. The vesting period ends when the Compensation Committee formally approves the performance-based restricted stock vesting based on the specific performance goals from the Company's audited consolidated financial statements. If a portion of the performance-based restricted shares does not vest, no compensation expense is recognized for that portion and any previously recognized compensation expense related to shares that do not vest is reversed.

In March 2018, the Compensation Committee established the fiscal 2018 goal for our Chief Executive Officer and Chief Investment Officer as Income before income taxes of \$20.0 million for 50% of their respective awards and an Income before income taxes target of \$36.0 million (ranging from 25% of target for threshold performance of \$32.0 million to 185% of target for maximum performance of \$44.5 million) for the remaining 50% of their respective awards. For certain other key employees, the Compensation Committee established fiscal 2018 goals based on various departmental and company-wide performance goals, including Income before income taxes of at least \$20.0 million. During the first six months of 2018, we recorded expense related to the applicable percentage of the performance-based restricted shares expected to meet or exceed the performance goals needed to earn the shares.

The following table details the status and changes in our restricted stock grants subject to service and performance conditions for the six months ended June 30, 2018:

	Shares	Weighted Average Grant Date Fair Value
Non-vested, January 1, 2018	165,918	\$ 55.85
Granted	84,829	55.46
Vested	(98,281)	55.81
Forfeited	—	—
Non-vested, June 30, 2018	152,466	\$ 55.66

Canadian Plan

The Share Award Plan of Westwood Holdings Group, Inc. for Service Provided in Canada to its Subsidiaries (the “Canadian Plan”) provides compensation in the form of common stock for services performed by employees of Westwood International. Under the Canadian Plan, no more than \$10 million CDN (\$7.6 million in U.S. Dollars using the exchange rate on June 30, 2018) may be funded to the plan trustee for purchases of common stock with respect to awards granted under the Canadian Plan. At June 30, 2018, approximately \$3.4 million CDN (\$2.6 million in U.S. Dollars using the exchange rate on June 30, 2018) remains available for issuance under the Canadian Plan, or approximately 44,099 shares based on the closing share price of our stock of \$59.54 as of June 30, 2018. During the first six months of 2018, the trust formed pursuant to the Canadian Plan purchased in the open market 13,031 Westwood common shares for approximately \$726,000. As of June 30, 2018, the trust holds 46,358 shares of Westwood common stock. As of June 30, 2018, unrecognized compensation cost related to restricted stock grants under the Canadian Plan totaled \$1.0 million, which we expect to recognize over a weighted-average period of 1.9 years.

Mutual Fund Share Incentive Awards

We grant annually to certain employees mutual fund incentive awards, which are bonus awards based on our mutual funds achieving specific performance goals. Awards granted are notionally credited to a participant account maintained by us that contains a number of mutual fund shares equal to the award amount divided by the net closing value of a fund share on the date the amount is credited to the account. We maintain the award in a corporate investment account until vesting. The investment may increase or decrease based on changes in the value of the mutual fund shares awarded, including reinvested income from the mutual funds during the vesting period. Unvested mutual fund awards are included under “Investments, at fair value” on our Condensed Consolidated Balance Sheets.

Awards vest over approximately two years of service following the year in which the participant earned the award. We begin accruing a liability for mutual fund incentive awards when we believe it is probable that the award will be earned and record expense for these awards over the service period of the award, which is 3 years. During the year in which the amount of the award is determined, we record expense based on the expected value of the award. After the award is earned, we record expense based on the value of the shares awarded and the percentage of the vesting period that has elapsed. Our liability under these awards may increase or decrease based on changes in the value of the mutual fund shares awarded, including reinvested income from the mutual funds during the vesting period. Upon vesting, participants receive the value of the mutual fund share awards adjusted for earnings or losses attributable to the underlying mutual funds. For the three months ended June 30, 2018 and 2017, we recorded expense of approximately \$11,000 and \$250,000, respectively, related to mutual fund share incentive awards. For the six months ended June 30, 2018 and 2017, we recorded expense of approximately \$185,000 and \$538,000, respectively, related to mutual fund share incentive awards. As of June 30, 2018 and December 31, 2017, we had an accrued liability of approximately \$517,000 and \$1.8 million, respectively, related to mutual fund share incentive awards.

11. INCOME TAXES

Our effective income tax rate was 26.9% for the second quarter of 2018, compared with 34.8% for the second quarter of 2017. Our effective income tax rate was 25.5% for the six months ended June 30, 2018, compared with 29.4% for the six months ended June 30, 2017. The current quarter and year-to-date rates benefited from the decrease in the U.S. corporate income tax rate under the Tax Cuts and Jobs Act signed into law in December 2017, while the first six months of 2017 included a \$1.0 million tax benefit related to the adoption of ASU 2016-09 *Compensation - Stock Compensation: Improvements to Employee Share-Based Payment Accounting*. Excluding this discrete tax benefit, our effective tax rate would have been 34.5% for the six months ended June 30, 2017.

Tax Reform Act

On December 22, 2017, the SEC staff issued Staff Accounting Bulletin No. 118 (“SAB 118”) to address the application of U.S. GAAP in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Tax Reform Act. During 2017, we provisionally recognized the incremental tax impacts related to deemed repatriated earnings and the revaluation of deferred tax assets and liabilities and included these amounts in our Consolidated Financial Statements for the year ended December 31, 2017. During the first six months of 2018, we did not make any changes to the amounts provisionally recognized. The ultimate impact may differ, possibly materially, from these provisional amounts due to, among other things, additional analysis, changes in interpretations and assumptions we have made, additional regulatory guidance that may be issued and actions we may take as a result of the Tax Reform Act. The accounting is expected to be complete when our 2017 U.S. corporate income tax return is filed in the third quarter of 2018.

Tax Audit

The Company is subject to taxation in the United States and various state and foreign jurisdictions, and our 2014 tax return is currently under audit in a state jurisdiction in which we operate. It is reasonably possible that the audit may be completed during the next twelve months, and we do not expect the result of this audit to have a material impact on our consolidated financial statements.

12. RELATED PARTY TRANSACTIONS

Some of our directors, executive officers and their affiliates invest their personal funds directly in trust accounts that we manage. For the three months ended June 30, 2018 and 2017, we recorded trust fees from these accounts of \$92,000 and \$90,000, respectively. For the six months ended June 30, 2018 and 2017, we recorded trust fees from these accounts of \$187,000 and \$185,000, respectively. There was \$92,000 and \$98,000 due from these accounts as of June 30, 2018 and December 31, 2017, respectively.

The Company engages in transactions with its affiliates in the ordinary course of business. Westwood International and Westwood Management provide investment advisory services to the UCITS Fund and the Westwood Funds®. Certain members of our management serve on the board of directors of the UCITS Fund, and we have capital invested in three of the Westwood Funds®. Under the terms of the investment advisory agreements, the Company earns quarterly fees paid by clients of the fund or by the funds directly. The fees are based on negotiated fee schedules applied to assets under management. These fees are commensurate with market rates. For the three months ended June 30, 2018 and 2017, the Company earned approximately \$1.1 million and \$900,000, respectively, in fees from the affiliated funds. For the six months ended June 30, 2018 and 2017, the Company earned approximately \$2.3 million and \$1.7 million, respectively, in fees from the affiliated funds. These fees do not include fees paid directly to Westwood International by certain clients invested in the UCITS Fund that have an investment management agreement with Westwood International. As of June 30, 2018 and December 31, 2017, \$342,000 and \$423,000, respectively, of these fees were outstanding and included in “Accounts receivable” on our Condensed Consolidated Balance Sheets.

As discussed in Note 4 “Investments,” the Company made a strategic investment in an equity position of a private company during the second quarter of 2018. We previously entered into a separate agreement with this private company to implement a portfolio management product. For the three and six months ended June 30, 2018, we incurred approximately \$530,000 and \$605,000, respectively, in expenses to this company, which are included in “Information technology expenses” on our Condensed Consolidated Statements of Comprehensive Income. The Company did not incur any similar expenses during the three or six months ended June 30, 2017.

13. COMMITMENTS AND CONTINGENCIES

Strategic Investment

As discussed in Note 4 “Investments,” the Company made an initial strategic investment of \$5.0 million in a private company during the second quarter of 2018. As part of the agreement, we committed to an additional \$5.0 million purchase of equity securities to be invested no later than August 31, 2018. Our intent is to offer this investment opportunity to our current and prospective clients, Board of Directors and employees, but to the extent these parties do not invest the full \$5.0 million, we are obligated to make an additional investment to cover any shortfall.

Litigation

On August 3, 2012, AGF Management Limited and AGF Investments Inc. (collectively, “AGF”) filed a lawsuit in the Ontario Superior Court of Justice against Westwood, certain Westwood employees and the executive recruiting firm of Warren International, LLC (“Warren”). The action related to the hiring of certain members of Westwood’s global and emerging markets investment team previously employed by AGF. On November 5, 2012, Westwood responded to AGF’s lawsuit with a counterclaim, and on November 6, 2012, AGF filed a second lawsuit against Westwood, Westwood Management and an employee of Westwood International.

On October 13, 2017, we reached a settlement with AGF that provides for the dismissal of all claims, with prejudice and without any admission of liability. We agreed to pay AGF a one-time payment of \$10.0 million CDN, half of which was covered by our insurance. During 2017, we recorded a net \$4.0 million (\$5.0 million CDN) charge related to the settlement and associated insurance coverage, with a \$4.0 million (\$5.0 million CDN) receivable from our insurance provider included in “Other current assets” on our Condensed Consolidated Balance Sheets at December 31, 2017. We received the insurance proceeds of \$4.0 million during the six months ended June 30, 2018 and had no receivable related to the settlement at June 30, 2018.

Our policy is to not accrue legal fees and directly related costs as part of potential loss contingencies. We have agreed with our Directors & Officers insurance provider that 50% of the defense costs related to both AGF claims, excluding Westwood’s counterclaim against AGF, are covered by insurance. We expense legal fees and directly related costs as incurred. We received the remaining insurance proceeds related to AGF legal expenses during the six months ended June 30, 2018 and had no receivable at quarter-end. We had a receivable of approximately \$212,000 as of December 31, 2017, which represented our current minimum estimate of expenses that we expected to recover under our insurance policy. This receivable is included in “Other current assets” on our Condensed Consolidated Balance Sheets.

14. SEGMENT REPORTING

We operate two segments: Advisory and Trust. These segments are managed separately based on the types of products and services offered and their related client bases. The Company’s segment information is prepared on the same basis that management reviews the financial information for operational decision-making purposes. The Company’s chief operating decision maker, our Chief Executive Officer, evaluates the performance of our segments based primarily on fee revenues and Economic Earnings. Westwood Holdings Group, Inc., the parent company of Advisory and Trust, does not have revenues and is the entity in which we record typical holding company expenses including employee compensation and benefits for holding company employees, directors’ fees and investor relations costs. All segment accounting policies are the same as those described in the summary of significant accounting policies. Intersegment balances that eliminate in consolidation have been applied to the appropriate segment.

Advisory

Our Advisory segment provides investment advisory services to corporate retirement plans, public retirement plans, endowments, foundations, individuals, the Westwood Funds®, and the UCITS Fund, as well as investment subadvisory services to mutual funds and our Trust segment. Westwood Management Corp. and Westwood International, which provide investment advisory services to clients of similar type, are included in our Advisory segment along with Westwood Advisors, L.L.C.

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Trust

Trust provides trust and custodial services and participation in common trust funds that it sponsors to institutions and high net worth individuals. Westwood Trust is included in our Trust segment.

<i>(in thousands)</i>	<u>Advisory</u>	<u>Trust</u>	<u>Westwood Holdings</u>	<u>Eliminations</u>	<u>Consolidated</u>
Three Months Ended June 30, 2018					
Net fee revenues from external sources	\$ 25,122	\$ 7,465	\$ —	\$ —	\$ 32,587
Net intersegment revenues	1,846	57	—	(1,903)	—
Net interest and dividend revenue	135	55	—	—	190
Other, net	(16)	(1)	—	—	(17)
Total revenues	<u>\$ 27,087</u>	<u>\$ 7,576</u>	<u>\$ —</u>	<u>\$ (1,903)</u>	<u>\$ 32,760</u>
Economic Earnings	\$ 13,111	\$ 1,457	\$ (2,323)	\$ —	\$ 12,245
Less: Restricted stock expense					3,776
Intangible amortization					418
Deferred taxes on goodwill					59
Net income					<u>\$ 7,992</u>
Segment assets	\$ 214,051	\$ 59,605	\$ 16,056	\$ (105,445)	\$ 184,267
Segment goodwill	\$ 3,403	\$ 16,401	\$ —	\$ —	\$ 19,804
Three Months Ended June 30, 2017					
Net fee revenues from external sources	\$ 25,525	\$ 7,919	\$ —	\$ —	\$ 33,444
Net intersegment revenues	1,998	52	—	(2,050)	—
Net interest and dividend revenue	122	15	—	—	137
Other, net	172	3	—	—	175
Total revenues	<u>\$ 27,817</u>	<u>\$ 7,989</u>	<u>\$ —</u>	<u>\$ (2,050)</u>	<u>\$ 33,756</u>
Economic Earnings	\$ 11,800	\$ 1,519	\$ (1,609)	\$ —	\$ 11,710
Less: Restricted stock expense					4,168
Intangible amortization					490
Deferred taxes on goodwill					156
Net income					<u>\$ 6,896</u>
Segment assets	\$ 192,247	\$ 71,808	\$ 14,798	\$ (102,921)	\$ 175,932
Segment goodwill	\$ 5,219	\$ 21,925	\$ —	\$ —	\$ 27,144

WESTWOOD HOLDINGS GROUP, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

<i>(in thousands)</i>	<u>Advisory</u>	<u>Trust</u>	<u>Westwood Holdings</u>	<u>Eliminations</u>	<u>Consolidated</u>
Six Months Ended June 30, 2018					
Net fee revenues from external sources	\$ 50,940	\$ 15,074	\$ —	\$ —	\$ 66,014
Net intersegment revenues	3,883	112	—	(3,995)	—
Net interest and dividend revenue	276	100	—	—	376
Other	(58)	(5)	—	—	(63)
Total revenues	<u>\$ 55,041</u>	<u>\$ 15,281</u>	<u>\$ —</u>	<u>\$ (3,995)</u>	<u>\$ 66,327</u>
Economic Earnings	<u>\$ 26,910</u>	<u>\$ 2,677</u>	<u>\$ (4,700)</u>	<u>\$ —</u>	<u>\$ 24,887</u>
Less: Restricted stock expense					7,963
Intangible amortization					836
Deferred taxes on goodwill					118
Net income					<u>\$ 15,970</u>
Six Months Ended June 30, 2017					
Net fee revenues from external sources	\$ 49,701	\$ 15,713	\$ —	\$ —	\$ 65,414
Net intersegment revenues	4,024	103	—	(4,127)	—
Net interest and dividend revenue	280	24	—	—	304
Other	654	7	—	—	661
Total revenues	<u>\$ 54,659</u>	<u>\$ 15,847</u>	<u>\$ —</u>	<u>\$ (4,127)</u>	<u>\$ 66,379</u>
Economic Earnings	<u>\$ 22,587</u>	<u>\$ 2,967</u>	<u>\$ (3,236)</u>	<u>\$ —</u>	<u>\$ 22,318</u>
Less: Restricted stock expense					8,065
Intangible amortization					980
Deferred taxes on goodwill					313
Net income					<u>\$ 12,960</u>

We are providing a performance measure that we refer to as Economic Earnings. Our management and the Board of Directors review Economic Earnings to evaluate our ongoing performance, allocate resources and determine our dividend policy. We also believe that this performance measure is useful for management and investors when evaluating our underlying operating and financial performance and our available resources.

In calculating Economic Earnings, we add to net income the non-cash expense associated with equity-based compensation awards of restricted stock, amortization of intangible assets and the deferred taxes related to the tax-basis amortization of goodwill. Although depreciation on property and equipment is a non-cash expense, we do not add it back when calculating Economic Earnings because depreciation charges represent a decline in the value of the related assets that will ultimately require replacement.

The following tables provide a reconciliation of Net income to Economic Earnings (in thousands):

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2018</u>	<u>2017</u>	<u>2018</u>	<u>2017</u>
Net income	\$ 7,992	\$ 6,896	\$ 15,970	\$ 12,960
Add: Stock-based compensation expense	3,776	4,168	7,963	8,065
Add: Intangible amortization	418	490	836	980
Add: Tax benefit from goodwill amortization	59	156	118	313
Economic Earnings	<u>\$ 12,245</u>	<u>\$ 11,710</u>	<u>\$ 24,887</u>	<u>\$ 22,318</u>

15. SUBSEQUENT EVENTS

Dividend Declared

In July 2018, Westwood's Board of Directors declared a quarterly cash dividend of \$0.68 per common share, payable on October 1, 2018, to stockholders of record on September 7, 2018.

Forward-Looking Statements

Statements in this report and the Annual Report to Stockholders that are not purely historical facts, including, without limitation, statements about our expected future financial position, results of operations or cash flows, as well as other statements including, without limitation, words such as "anticipate," "believe," "plan," "estimate," "expect," "intend," "should," "could," "goal," "may," "target," "designed," "on track," "comfortable with," "optimistic" and other similar expressions, constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results and the timing of some events could differ materially from those projected in or contemplated by the forward-looking statements due to a number of factors, including, without limitation, the risks described under "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC, and those risks set forth below:

- the composition and market value of our assets under management;
- regulations adversely affecting the financial services industry;
- competition in the investment management industry;
- our assets under management includes investments in foreign companies;
- our ability to develop and market new investment strategies successfully;
- our reputation and our relationships with current and potential customers;
- our ability to attract and retain qualified personnel;
- our ability to perform operational tasks;
- our ability to maintain effective cyber security;
- our ability to identify and execute on our strategic initiatives;
- our ability to select and oversee third-party vendors;
- our ability to maintain effective information systems;
- litigation risks;
- our ability to properly address conflicts of interest;
- our ability to maintain adequate insurance coverage;
- our ability to maintain an effective system of internal controls;
- our ability to maintain our fee structure in light of competitive fee pressures;
- our relationships with investment consulting firms; and
- the significant concentration of our revenues in a small number of customers.

You should not unduly rely on these forward-looking statements, which speak only as of the date of this report. We are not obligated and do not undertake an obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances occurring after the date of this report or to reflect the occurrence of unanticipated events or otherwise.

Overview

We manage investment assets and provide services for our clients through our subsidiaries, Westwood Management Corp. and Westwood Advisors, L.L.C. (each of which is an SEC-registered investment advisor and referred to hereinafter together as “Westwood Management”), Westwood International Advisors Inc. (“Westwood International”) and Westwood Trust. Westwood Management provides investment advisory services to institutional investors, a family of mutual funds called the Westwood Funds®, other mutual funds, an Ireland-domiciled fund organized pursuant to the European Union’s Undertakings for Collective Investment in Transferable Securities (the “UCITS Fund”), individual investors and clients of Westwood Trust. Westwood International provides investment advisory services to institutional clients, the Westwood Funds®, other mutual funds, the UCITS Fund and clients of Westwood Trust. Westwood Trust provides trust and custodial services and participation in self-sponsored common trust funds to institutions and high net worth individuals. Our revenues are generally derived from fees based on a percentage of assets under management.

Divestiture of our Omaha Operations

On September 6, 2017, we entered into an agreement to sell the Omaha-based component of our Private Wealth business. The sale closed on January 12, 2018. We received proceeds of \$10.0 million, net of working capital requirements, and recorded a gain on the sale of \$524,000, which is included as “Gain on sale of operations” on our Consolidated Statement of Comprehensive Income. The component is reported within both our Advisory and Trust segments. The sale did not represent a major strategic shift in our business and did not qualify for discontinued operations reporting.

Revenues

We derive our revenues from investment advisory fees, trust fees, and other revenues. Our advisory fees are generated by Westwood Management and Westwood International, which manage client accounts under investment advisory and subadvisory agreements. Advisory fees are typically calculated based on a percentage of assets under management and are paid in accordance with the terms of the agreements. Advisory fees are paid quarterly in advance based on assets under management on the last day of the preceding quarter, quarterly in arrears based on assets under management on the last day of the quarter just ended or are based on a daily or monthly analysis of assets under management for the stated period. We recognize advisory fee revenues as services are rendered. A limited number of our clients have a contractual performance-based fee component in their contracts, which generates additional revenues if we outperform a specified index over a specific period of time. We record revenues from performance-based fees at the end of the measurement period. Since our advance paying clients’ billing periods coincide with the calendar quarter to which such payments relate, revenue is recognized within the quarter and our Condensed Consolidated Financial Statements contain no deferred advisory fee revenues.

Our trust fees are generated by Westwood Trust pursuant to trust or custodial agreements. Trust fees are separately negotiated with each client and are generally based on a percentage of assets under management. Westwood Trust also provides trust services to a small number of clients on a fixed fee basis. Trust fees for most of our trust clients are calculated quarterly in arrears, based on a daily average of assets under management for the quarter. Since billing periods for most of Westwood Trust’s clients coincide with the calendar quarter, revenue is fully recognized within the quarter and our Condensed Consolidated Financial Statements do not contain a significant amount of deferred trust fee revenues.

Our other revenues generally consist of interest and investment income. Although we generally invest most of our cash in U.S. Treasury securities, we also invest in equity and fixed income instruments and money market funds, including seed money for new investment strategies.

Employee Compensation and Benefits

Employee compensation and benefits expenses generally consist of salaries, incentive compensation, equity-based compensation and benefits.

Sales and Marketing

Sales and marketing expenses relate to our marketing efforts, including travel and entertainment, direct marketing and advertising costs.

Westwood Mutual Funds

Westwood Mutual Funds expenses relate to our marketing, distribution and administration of the Westwood Funds®.

Information Technology

Information technology expenses are generally costs associated with proprietary investment research tools, maintenance and support, computing hardware, software licenses, telecommunications and other related costs.

Professional Services

Professional services expenses generally consist of costs associated with subadvisory fees, audit, tax, legal and other professional services.

General and Administrative

General and administrative expenses generally consist of costs associated with the lease of our office space, amortization, depreciation, insurance, custody expense, Board of Directors' fees, investor relations, licenses and fees, office supplies, foreign currency transaction gains/losses and other miscellaneous expenses.

Gain on Sale of Operations

Gain on sale of operations includes the gain on the sale of our Omaha-based component of our Private Wealth business.

Assets Under Management

Assets under management (“AUM”) decreased \$1.0 billion to \$21.6 billion at June 30, 2018 compared with \$22.6 billion at June 30, 2017. The average of beginning and ending assets under management for the second quarter of 2018 was \$22.1 billion compared to \$22.3 billion for the second quarter of 2017. These decreases are due to net outflows, including \$928 million of outflows related to the sale of the Omaha-based component of our Private Wealth business, partially offset by market appreciation, over the last twelve months.

The following table displays assets under management as of June 30, 2018 and 2017:

	As of June 30,		% Change
	2018	2017	June 30, 2018 vs. June 30, 2017
	(in millions)		
Institutional	\$ 12,457	\$ 12,773	(2)%
Private Wealth	4,935	5,685	(13)
Mutual Funds	4,199	4,092	3
Total Assets Under Management⁽¹⁾	\$ 21,591	\$ 22,550	(4)%

(1) AUM excludes \$259 million of assets under advisement (“AUA”) as of June 30, 2018 related to our model portfolios for which we provided consulting advice but for which we did not have direct discretionary investment authority. AUM excluded approximately \$1.0 billion of AUA as of June 30, 2017 related to model portfolios, including approximately \$692 million in a long-only convertibles fund for which we provided consulting advice but for which we did not have direct discretionary investment authority. The long-only convertibles fund transitioned to AUM during the third quarter of 2017.

- *Institutional* includes (i) separate accounts of corporate pension and profit sharing plans, public employee retirement funds, Taft Hartley plans, endowments, foundations and individuals; (ii) subadvisory relationships where Westwood provides investment management services for funds offered by other financial institutions; (iii) pooled investment vehicles, including the UCITS Fund and collective investment trusts; and (iv) managed account relationships with brokerage firms and other registered investment advisors that offer Westwood products to their customers.
- *Private Wealth* includes assets for which Westwood Trust provides trust and custodial services and participation in common trust funds that it sponsors to institutions and high net worth individuals pursuant to trust or custodial agreements and assets for which Westwood Advisors, L.L.C. provides advisory services to high net worth individuals. Investment subadvisory services are provided for the common trust funds by Westwood Management, Westwood International and external, unaffiliated subadvisors. For certain assets in this category, Westwood Trust currently provides limited custody services for a minimal or no fee, viewing these assets as potentially converting to fee-generating managed assets in the future. As an example, some assets in this category consist of low-basis stock currently held in custody for clients where we believe such assets may convert to fee-generating managed assets upon an inter-generational transfer of wealth.
- *Mutual Funds* include the Westwood Funds®, a family of mutual funds for which Westwood Management serves as advisor. These funds are available to individual investors, as well as offered as part of our investment strategies for institutional and private wealth accounts.

Roll-Forward of Assets Under Management

<i>(in millions)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Institutional				
Beginning of period assets	\$ 13,377	\$ 12,435	\$ 14,421	\$ 11,911
Inflows	392	690	785	1,060
Outflows	(1,204)	(688)	(2,593)	(1,295)
Net flows	(812)	2	(1,808)	(235)
Market appreciation (depreciation)	(108)	336	(156)	1,097
Net change	(920)	338	(1,964)	862
End of period assets	\$ 12,457	\$ 12,773	\$ 12,457	\$ 12,773
Private Wealth				
Beginning of period assets	\$ 5,001	\$ 5,675	\$ 5,566	\$ 5,520
Inflows	122	121	187	315
Outflows ⁽¹⁾	(236)	(249)	(820)	(494)
Net flows	(114)	(128)	(633)	(179)
Market appreciation	48	138	2	344
Net change	(66)	10	(631)	165
End of period assets	\$ 4,935	\$ 5,685	\$ 4,935	\$ 5,685
Mutual Funds				
Beginning of period assets	\$ 4,244	\$ 3,963	\$ 4,242	\$ 3,810
Inflows	209	257	552	499
Outflows	(283)	(220)	(568)	(469)
Net flows	(74)	37	(16)	30
Market appreciation (depreciation)	29	92	(27)	252
Net change	(45)	129	(43)	282
End of period assets	\$ 4,199	\$ 4,092	\$ 4,199	\$ 4,092
Total AUM				
Beginning of period assets	\$ 22,622	\$ 22,073	\$ 24,229	\$ 21,241
Inflows	723	1,068	1,524	1,874
Outflows	(1,723)	(1,157)	(3,981)	(2,258)
Net flows	(1,000)	(89)	(2,457)	(384)
Market appreciation (depreciation)	(31)	566	(181)	1,693
Net change	(1,031)	477	(2,638)	1,309
End of period assets	\$ 21,591	\$ 22,550	\$ 21,591	\$ 22,550

(1) Private Wealth outflows include approximately \$78 million and \$531 million of assets related to the sale of the Omaha-based component of our Private Wealth business for the three and six months ended June 30, 2018, respectively.

Three months ended June 30, 2018 and 2017

The \$1.0 billion decrease in assets under management for the three months ended June 30, 2018 was due to market depreciation of \$31 million and net outflows of \$1.0 billion. Net outflows were primarily related to our SMidCap, LargeCap Value and Income Opportunity strategies and outflows related to the divestiture of our Omaha operations.

The \$477 million increase in assets under management for the three months ended June 30, 2017 was due to market appreciation of \$566 million, partially offset by net outflows of \$89 million. Net outflows were primarily related to our SMidCap strategies and LargeCap Value strategy, partially offset by net inflows to our SmallCap Value, Market Neutral Income, and Emerging Markets strategies.

Six months ended June 30, 2018 and 2017

The \$2.6 billion decrease in assets under management for the six months ended June 30, 2018 was due to net outflows of \$2.5 billion and market depreciation of \$181 million. Net outflows were primarily related to our Emerging Markets, SMidCap and LargeCap Value strategies and outflows related to the divestiture of our Omaha operations, partially offset by net inflows to our SmallCap Value strategy.

The \$1.3 billion increase in assets under management for the six months ended June 30, 2017 was due to market appreciation of \$1.7 billion partially offset by net outflows of \$384 million. Net outflows were primarily related to our LargeCap Value strategy and SMidCap strategies and were partially offset by inflows to our Market Neutral Income and SmallCap Value strategies.

Results of Operations

The following table (dollars in thousands) and discussion of our results of operations are based upon data derived from the condensed consolidated statements of comprehensive income contained in our condensed consolidated financial statements and should be read in conjunction with those statements included elsewhere in this report.

	Three Months Ended		Six Months Ended		% Change	% Change
	June 30,		June 30,		Three Months Ended	Six Months Ended
	2018	2017	2018	2017	June 30, 2018 vs. June 30, 2017	June 30, 2018 vs. June 30, 2017
Revenues:						
Advisory fees: asset-based	\$ 23,473	\$ 24,496	\$ 47,956	\$ 48,285	(4)%	(1)%
Advisory fees: performance-based	1,649	1,031	2,984	1,417	60	111
Trust fees	7,465	7,917	15,074	15,712	(6)	(4)
Other revenues	173	312	313	965	NM	NM
Total revenues	32,760	33,756	66,327	66,379	(3)	—
Expenses:						
Employee compensation and benefits	14,654	15,557	32,413	33,274	(6)	(3)
Sales and marketing	409	513	852	990	(20)	(14)
Westwood mutual funds	1,002	909	1,987	1,772	10	12
Information technology	2,383	1,883	4,421	3,639	27	21
Professional services	1,277	1,318	2,305	2,814	(3)	(18)
General and administrative	2,099	2,993	3,450	5,537	(30)	(38)
Total expenses	21,824	23,173	45,428	48,026	(6)	(5)
Net operating income	10,936	10,583	20,899	18,353	3	14
Gain on sale of operations	—	—	524	—	NM	NM
Income before income taxes	10,936	10,583	21,423	18,353	3	17
Provision for income taxes	2,944	3,687	5,453	5,393	(20)	1
Net income	\$ 7,992	\$ 6,896	\$ 15,970	\$ 12,960	16 %	23 %

NM Not meaningful

Three months ended June 30, 2018 compared to three months ended June 30, 2017

Total Revenues. Our Total revenues decreased \$1.0 million, or 3%, to \$32.8 million for the three months ended June 30, 2018 compared with \$33.8 million for the three months ended June 30, 2017. Asset-based advisory fees decreased \$1.0 million, or 4%, primarily due to lower average assets under management. Trust fees decreased \$0.4 million, or 6%, primarily due to the sale of the Omaha-based component of our Private Wealth business. Performance-based advisory fees increased by \$0.6 million.

Employee Compensation and Benefits. Employee compensation and benefits decreased \$0.9 million, or 6%, to \$14.7 million for the three months ended June 30, 2018 compared with \$15.6 million for the three months ended June 30, 2017. The decrease was due to reductions in compensation from the sale of the Omaha-based component of our Private Wealth business and short- and long-term incentive compensation as a result of lower asset-based revenues as compared to the prior year quarter.

Information Technology. Information technology costs increased \$0.5 million, or 27%, to \$2.4 million for the three months ended June 30, 2018 compared with \$1.9 million for the three months ended June 30, 2017 primarily due to implementation costs as we continue to invest in our technology infrastructure and increased research expenses.

General and Administrative. General and administrative costs decreased \$0.9 million, or 30%, to \$2.1 million for the three months ended June 30, 2018 compared with \$3.0 million for the three months ended June 30, 2017 primarily due to a \$0.3 million foreign currency transaction gain recorded in the second quarter of 2018 as compared to a \$0.6 million foreign currency transaction loss recorded in the second quarter of 2017.

Provision for Income Taxes. The effective tax rate decreased to 26.9% for the three months ended June 30, 2018 from 34.8% for the three months ended June 30, 2017. The current quarter rate benefited from the decrease in the U.S. corporate income tax rate under the Tax Cuts and Jobs Act signed into law in December 2017.

Six months ended June 30, 2018 compared to six months ended June 30, 2017

Total Revenues. Our Total revenues of \$66.3 million for the six months ended June 30, 2018 were essentially flat with the six months ended June 30, 2017. Asset-based advisory fees decreased \$0.3 million, or 1%, related to lower average assets under management, and Trust fees decreased \$0.6 million, or 4%, due to the sale of the Omaha-based component of our Private Wealth business. These decreases were offset by a \$1.6 million increase in performance-based advisory fees.

Employee Compensation and Benefits. Employee compensation and benefits costs decreased \$0.9 million, or 2.6%, to \$32.4 million for the six months ended June 30, 2018 compared with \$33.3 million for the six months ended June 30, 2017. The decrease is due to reductions in compensation from the sale of the Omaha-based component of our Private Wealth business and short- and long-term incentive compensation as a result of lower asset-based revenues as compared to the prior year.

Information Technology. Information technology costs increased \$0.8 million, or 21%, to \$4.4 million for the six months ended June 30, 2018 compared with \$3.6 million for the six months ended June 30, 2017 primarily due to implementation costs as we continue to invest in our technology infrastructure and increased research expenses.

General & Administrative. General and administrative expenses decreased \$2.0 million, or 38%, to \$3.5 million for the six months ended June 30, 2018 compared to \$5.5 million for the six months ended June 30, 2017 primarily due to a \$1.4 million foreign currency transaction gain recorded in the first six months of 2018 as compared to a \$0.7 million foreign currency transaction loss recorded in the first six months of 2017.

Gain on Sale of Operations. The six months ended June 30, 2018 includes a \$0.5 million gain on the sale of our Omaha-based component of our Private Wealth business.

Provision for Income Taxes. The effective tax rate decreased to 25.5% for the six months ended June 30, 2018 from 29.4% for the six months ended June 30, 2017. The current year-to-date rate benefited from the decrease in the U.S. corporate income tax rate under the Tax Cuts and Jobs Act signed into law in December 2017, while the first quarter of 2017 included a \$1.0 million tax benefit related to the adoption of ASU 2016-09 *Compensation - Stock Compensation: Improvements to Employee Share-Based Payment Accounting*. Excluding this discrete tax benefit, our effective tax rate for the six months ended June 30, 2017 would have been 34.5%. Prior to adoption of ASU 2016-09, excess tax benefits were recorded through Additional paid-in capital, with no impact to the effective tax rate.

Supplemental Financial Information

As supplemental information, we provide a non-U.S. generally accepted accounting principles (“non-GAAP”) performance measure that we refer to as Economic Earnings. We provide this measure in addition to, but not as a substitute for, net income reported on a U.S. generally accepted accounting principles (“GAAP”) basis. Our management and Board of Directors review Economic Earnings to evaluate our ongoing performance, allocate resources and review the dividend policy. We believe that this non-GAAP performance measure, while not a substitute for GAAP net income, is useful for management and investors when evaluating our underlying operating and financial performance and our available resources. We do not advocate that investors consider this non-GAAP measure without also considering financial information prepared in accordance with GAAP.

In calculating Economic Earnings, we add back to net income the non-cash expense associated with equity-based compensation awards of restricted stock, amortization of intangible assets and deferred taxes related to the tax-basis amortization of goodwill. Although depreciation on property and equipment is a non-cash expense, we do not add it back when calculating Economic Earnings because depreciation charges represent a decline in the value of the related assets that will ultimately require replacement.

The following tables provide a reconciliation of Net income to Economic Earnings (in thousands, except share and per share amounts):

	Three Months Ended June 30,		% Change
	2018	2017	
Net income	\$ 7,992	\$ 6,896	16 %
Add: Stock-based compensation expense	3,776	4,168	(9)
Add: Intangible amortization	418	490	(15)
Add: Tax benefit from goodwill amortization	59	156	(62)
Economic Earnings	\$ 12,245	\$ 11,710	5 %
Diluted weighted average shares outstanding	8,543,353	8,316,508	
Economic Earnings per share	\$ 1.43	\$ 1.41	

	Six Months Ended June 30,		% Change
	2018	2017	
Net Income	\$ 15,970	\$ 12,960	23 %
Add: Stock-based compensation expense	7,963	8,065	(1)
Add: Intangible amortization	836	980	(15)
Add: Tax benefit from goodwill amortization	118	313	(62)
Economic Earnings	\$ 24,887	\$ 22,318	12 %
Diluted weighted average shares outstanding	8,543,401	8,315,722	
Economic Earnings per share	\$ 2.91	\$ 2.68	

Liquidity and Capital Resources

We fund our operations and cash requirements with cash generated from operating activities. We may also use cash from operations to pay dividends to our stockholders. As of June 30, 2018 and December 31, 2017, we had no debt. The changes in net cash provided by operating activities generally reflect the changes in earnings plus the effects of non-cash items and changes in working capital. Changes in working capital, especially accounts receivable and accounts payable, are generally the result of timing differences between collection of fees billed and payment of operating expenses.

During the six months ended June 30, 2018, cash flow provided by operating activities, principally our investment advisory business, was \$8.4 million. Cash flow provided by investing activities of \$4.6 million during the six months ended June 30, 2018 was primarily related to the sale of the Omaha-based component of our private wealth business, partially offset by our strategic investment in a private company. Cash flow used in financing activities of \$18.5 million for the six months ended June 30, 2018 reflected the payment of dividends, purchases of restricted stock returned for payment of taxes and purchases of treasury shares for our Canadian share award plan.

We had cash and short-term investments of \$108.8 million as of June 30, 2018 and \$105.6 million as of December 31, 2017. Cash and cash equivalents as of June 30, 2018 and December 31, 2017 included approximately \$29 million and \$33 million, respectively, of undistributed income from Westwood International. If these funds were needed for our U.S. operations, we would be required to accrue and pay incremental Canadian withholding taxes to repatriate a portion of these funds. Our current intention is to permanently reinvest the funds subject to withholding taxes outside of the U.S., and our current forecasts do not demonstrate a need to repatriate them to fund our U.S. operations. At June 30, 2018 and December 31, 2017, working capital aggregated \$113.5 million and \$106.6 million, respectively.

As discussed in Note 4 “Investments” in our Condensed Consolidated Financial Statements included in Part I, Item 1. “Financial Statements” of this Quarterly Report on Form 10-Q, we entered into a strategic investment in a private company during the second quarter of 2018. As part of the agreement, we committed to an additional \$5.0 million purchase of equity securities to be invested no later than August 31, 2018. Our intent is to offer this investment opportunity to our current and prospective clients, Board of Directors and employees, but to the extent these parties do not invest the full \$5.0 million, we are obligated to make an additional investment to cover any shortfall.

Westwood Trust must maintain cash and investments in an amount equal to the minimum restricted capital of \$4.0 million, as required by the Texas Finance Code. Restricted capital is included in Investments in the accompanying Condensed Consolidated Balance Sheets. At June 30, 2018, Westwood Trust had approximately \$15.5 million in excess of its minimum capital requirement.

Our future liquidity and capital requirements will depend upon numerous factors, including our results of operations, the timing and magnitude of capital expenditures or strategic initiatives, our dividend policy and other business and risk factors described under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC. We believe that current cash and short-term investment balances plus cash generated from operations will be sufficient to meet both the operating and capital requirements of our ordinary business operations through at least the next twelve months. However, there can be no assurance that we will not require additional financing within this time frame. The failure to raise needed capital on attractive terms, if at all, could have a material adverse effect on our business, financial condition and results of operations.

Contractual Obligations

As discussed in Note 4 “Investments” in our Condensed Consolidated Financial Statements included in Part I, Item 1. “Financial Statements” of this Quarterly Report on Form 10-Q, we entered into a strategic investment in a private company during the second quarter of 2018. As part of the agreement, we committed to an additional \$5.0 million purchase of equity securities to be invested no later than August 31, 2018. Our intent is to offer this investment opportunity to our current and prospective clients, Board of Directors and employees, but to the extent these parties do not invest the full \$5.0 million, we are obligated to make an additional investment to cover any shortfall.

There have been no other material changes outside the ordinary course of business to our contractual obligations since December 31, 2017. For information regarding our contractual obligations, refer to “Contractual Obligations” in Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017.

Critical and Significant Accounting Policies and Estimates

Effective January 1, 2018, we adopted ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. Refer to Note 9 “Revenue” in our Condensed Consolidated Financial Statements included in Part I, Item 1. “Financial Statements” of this Quarterly Report on Form 10-Q for a detailed description of the adoption of ASU 2014-09.

There have been no other significant changes in our critical or significant accounting policies and estimates since December 31, 2017. Information with respect to our critical accounting policies and estimates that we believe could have the most significant effect on our reported consolidated results and require difficult, subjective or complex judgment by management is described under “Critical Accounting Policies and Estimates” in Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017.

Accounting Developments

Refer to Note 2 “Summary of Significant Accounting Policies” in our Condensed Consolidated Financial Statements included in Part I, Item 1. “Financial Statements” of this Quarterly Report on Form 10-Q for a description of recently issued accounting guidance.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no significant changes in our Quantitative and Qualitative Disclosures about Market Risk from those previously reported in our Annual Report on Form 10-K for the year ended December 31, 2017.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (1) is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and (2) is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, to allow timely decisions regarding required disclosure. An evaluation was performed under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Based on this evaluation, our management, including our Chief Executive Officer and our Chief Financial Officer, concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and is accumulated and communicated to management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Controls over Financial Reporting

For the quarter ended June 30, 2018, there were no changes in our internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None.

ITEM 1A. RISK FACTORS

We face a number of significant risks and uncertainties in our business, including those detailed under “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and summarized in this report under “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” These risks and uncertainties may affect our current position and future prospects and should be considered carefully in evaluating us, including making an investment in our common stock.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table displays information with respect to the treasury shares we purchased during the three months ended June 30, 2018:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Maximum number (or approximate dollar value) of shares that may yet be purchased under the plans or programs (1)
Repurchase program ⁽¹⁾	—	\$ —	—	\$ 9,366,000
Canadian Plan ⁽²⁾	—	\$ —	—	CDN \$ 3,448,000
Employee transactions ⁽³⁾	—	\$ —	—	—
May 1-31, 2018	139	\$ 57.05	—	—

- (1) On July 20, 2012, our Board of Directors authorized management to repurchase up to \$10.0 million of our outstanding common stock on the open market or in privately negotiated transactions. In July 2016, Westwood's Board of Directors authorized an additional \$5.0 million of repurchases under the share repurchase program. The share repurchase program has no expiration date and may be discontinued at any time by the Board of Directors.
- (2) On April 18, 2013, our stockholders approved the Share Award Plan of Westwood Holdings Group, Inc. for Service Provided in Canada to its Subsidiaries (the “Canadian Plan”), which contemplates a trustee purchasing up to \$10.0 million CDN of our outstanding common stock on the open market for the purpose of making share awards to our Canadian employees. The Canadian Plan has no expiration date and may be discontinued at any time by the Board of Directors.
- (3) Consists of shares of common stock tendered by an employee at the market close price on the date of vesting in order to satisfy the employee’s minimum tax withholding obligations from vested restricted shares. We anticipate having additional shares tendered in subsequent periods for the same purpose.

ITEM 6. EXHIBITS

- 10.1* [Exit Letter, dated June 27, 2018, between the Company and Mark R. Freeman](#)
- 31.1* [Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14\(a\)](#)
- 31.2* [Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14\(a\)](#)
- 32.1** [Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 32.2** [Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 101.INS* XBRL Instance Document
- 101.SCH* XBRL Taxonomy Extension Schema Document
- 101.CAL* XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF* XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB* XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE* XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

** Furnished herewith.

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.

Dated: July 25, 2018

WESTWOOD HOLDINGS GROUP, INC.

By: /s/ Brian O. Casey
Brian O. Casey
President and Chief Executive Officer

By: /s/ Tiffany B. Kice
Tiffany B. Kice
Chief Financial Officer and Treasurer



WESTWOOD
HOLDINGS GROUP, INC.®

June 25, 2018

To: Mark R. Freeman
From: Brian O. Casey
Re: Details of Your Resignation

The purpose of this letter (the "Letter") is to review the compensation and logistics of your voluntary resignation, effective March 8, 2019 (the "Resignation Date"), from the position of Executive Vice President and Chief Investment Officer and Senior Portfolio Manager of Westwood Holdings Group, Inc. (the "Company").

For purposes of Section 1 of your employment agreement dated November 9, 2016 (the "Employment Agreement"), the "Term" of the Employment Agreement will end on the Resignation Date. Further, the Employment Agreement is hereby modified and/or clarified as described below.

As described in Section 2 below, you remain eligible for certain payments and benefits under the Employment Agreement in exchange for your signing and returning a general release in substantially the same form as Exhibit A.

The details of the transition are below.

1. Payments and Benefits during the Term

If you continue to perform services to the Company through the Resignation Date, you will be entitled to the following payments and benefits:

(a) *Salary.* You will continue to receive your current salary, at the rate of \$500,000 per annum, through the Resignation Date.

(b) *Bonus.* On or about the date that the Company pays fiscal 2018 performance bonuses to its active employees, but in any event prior to March 8, 2019, the Company will pay you a lump sum bonus for fiscal 2018 performance of a minimum \$650,000 and a maximum of \$750,000, based on your performance and cooperation. However, you will not receive any bonus for fiscal 2019 performance.

(c) *Mutual Fund Incentive Awards.* You will receive 50% of your 2017 Mutual Fund Incentive award (31,232.0785 shares of the Westwood Income Opportunity Fund, Institutional Share Class) as soon as practicable after December 31, 2018; however, the other 50% of that award will be forfeited per the terms of the award. Further, your 2018 Mutual Fund Incentive award shares will be forfeited per the terms of the award.

(d) *Long-Term Performance-Based Incentive Awards.* With regard to your long-term performance-based incentive awards granted for fiscal 2017 performance ("2017 Awards"), you will vest in 17,268 shares of Company stock (with a currently estimated value of \$968,390) on the employee vesting date of February 22, 2019; however, you will forfeit the remaining shares of unvested stock per the terms of the 2017 Awards. With regard to long-term performance-based incentive awards granted for fiscal 2018 performance ("2018 Awards"), you will vest in 33% of the shares earned (as certified by the Compensation Committee after the performance period ends on December 31, 2018) under the 2018 Awards on March 8, 2019; however, you will forfeit the remaining shares of unvested stock per the terms of the 2018 Awards.

(e) *Health and Welfare Benefits, 401(k) Plan, etc.* During the period of your continued employment through the Resignation Date, you will be eligible to continue to participate in the Company's health and welfare benefit plans and its 401(k) plan on the same terms and conditions as other active senior executive employees. You also will continue to be entitled to paid vacation in accordance with the policies and practices of the Company as in effect from time to time with respect to senior executives employed by the Company.

(f) All amounts described in paragraphs (a)-(e) above are subject to applicable tax withholding and reporting requirements.

(g) All payments and awards described in paragraphs (a)-(e) above shall be paid to you pursuant to the terms of the Employment Agreement on or through the specified dates, in the event the Company elects to terminate the employment relationship for any reason other than for Cause prior to the Resignation Date.

2. Payments and Benefits after the Term

Following the end of the Term, the following provisions apply to your payments and benefits:

(a) After the end of the Term, you will not receive any further compensation or be entitled to participate in any benefit plans maintained by the Company except as specifically provided below.

(b) Payments under the 401(k) plan and any other deferred compensation plan of the Company will be made in accordance with the terms of the particular plan.

(c) You will be eligible to continue your group health benefits at your own cost after the end of the Term pursuant to federal law ("COBRA").

Notwithstanding the above, pursuant to Section 10(g) of the Employment Agreement, you are subject, at the Company's option, to a three (3) month post-termination non-compete period that will begin on March 9, 2019. You have requested, and the Company has agreed, to reduce this post-termination non-compete period to a maximum of slightly less than two (2) months (i.e., the period from March 9, 2019 run through May 1, 2019), if the Company elects to enforce this provision. If you timely sign and do not revoke a general release in substantially the same form as attached as Exhibit A, the Company will treat this period as being a maximum two (2) month "Elective Non-Compete Period" under Section 5(g) of the Employment Agreement. During such Elective Non-Compete Period, under Section 5(c) of the Employment Agreement you generally will be entitled to subsidized COBRA and to monthly payments of salary (ordinarily scheduled to begin on the first payroll at least 60 days after March 8, 2019). However, the monthly payments of salary would be subject to tax penalties on you pursuant to Internal Revenue Code ("Code") Section 409A unless the 6-month delay under Section 15(b) of the Employment Agreement is applied (also see Section 4(i) below). Accordingly, we will apply that 6-month delay to your salary payable with respect to the Elective Non-Compete Period, if any.

3. Your Obligations and Acknowledgments

(a) *Restrictive Covenants.* You acknowledge and agree that you are subject to certain restrictive covenants described in Section 10 of the Employment Agreement and that those covenants remain in full force and effect during the remainder of the Term. Further except otherwise modified by Section 2(c) above, those covenants shall remain in full force and effect after the expiration of the Term to the extent so provided in the Employment Agreement. Such restrictive covenants can be enforced as provided in Section 10(e) of the Employment Agreement.

(b) *Return of Company Property.* You acknowledge and agree that no later than the Resignation Date you will return all Company property previously in your possession, including but not limited to any Company equipment, keys, identification cards, and credit cards, as well as any documents and files (and any copies thereof).

(c) *Outstanding Expenses; No Indebtedness.* You acknowledge and agree that no later than the Resignation Date you will have fully discharged and will not owe any payments, including any outstanding loans or corporate card charges to the Company, or to any third parties acting on behalf of the Company. If you have not been reimbursed for legitimate travel and business expenses incurred through the Resignation Date, the Company will reimburse you in accordance with its policy and regular expense reimbursement procedures.

(d) *Cooperation.* During the remaining Term, you agree to cooperate with the Company by providing assistance as may be reasonably requested by the Company at reasonable times, including but not limited to cooperating in connection with legal matters about which you have knowledge by virtue of your employment with the Company. The Company will reimburse you for your reasonable out-of-pocket expenses (including attorneys' fees) incurred by you in connection with providing such assistance to the extent allowed by applicable law.

(e) *No Other Payments or Benefits Due.* You acknowledge and agree that the payment(s) and/or benefit(s) provided to you and/or on your behalf under the Employment Agreement and pursuant to this Letter are in full discharge of any and all liabilities and obligations of the Company to you, monetarily or with respect to employee benefits or otherwise, including but not limited to any and all obligations arising under any alleged written or oral agreement, policy, plan or procedure of the Company and/or any alleged understanding or arrangement between you and the Company. You further agree that other than what you will receive under this Letter, you have received all compensation, benefits, notice and leave to which you are entitled in connection with your employment and separation from employment with the Company.

(f) *Additional Acknowledgements.* You acknowledge that: (1) you have carefully read this Letter and the attached Release in their entirety; (2) you have been advised by the Company to consult with an attorney of your choosing before signing this Letter and you have so consulted, or have had a reasonable opportunity to do so; (3) you fully understand the significance of all the terms and conditions of this Letter; (4) you have had answered to your satisfaction any questions you have asked with regard to the meaning and significance of any of the provisions of this Letter; and (5) you are signing this Letter voluntarily and of your own free will and agree to all the terms and conditions contained herein.

(g) *No Waiver or Interference with Rights.* Nothing in this Section 3 shall prevent you from exercising your rights under Section 7 of the National Labor Relations Act to engage in legally protected, concerted activity with other employees. In addition, nothing in this Section 3 prohibits you from reporting possible violations of federal law or regulation to, filing a charge or complaint with, or participating in an investigation or proceeding conducted by, any governmental agency or entity, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, and any U.S. agency's Inspector General, or making other disclosures that are protected under the whistleblower provisions of U.S. federal law or regulation. You do not need the Company's prior authorization to make any such reports or disclosures, and you are not required to notify the Company that you have made such reports or disclosures.

4. Miscellaneous

(a) *Unemployment Insurance.* The Company acknowledges that your employment termination in connection with your voluntary resignation was not due to misconduct, and the Company will respond to any inquiry from the government concerning a claim by you for unemployment insurance accordingly.

(b) *No Company Admission.* This Letter is not intended, and shall not be construed as an admission that the Company has violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrong whatsoever against you.

(c) *Severability.* If, at any time after the execution of this Letter, any provision of this Letter shall be held to be illegal, void or unenforceable by an arbitrator, court or agency of competent jurisdiction, solely such provision shall be of no force or effect. The illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Letter. Further, if a provision is deemed overbroad or unenforceable as written, it shall be given the maximum effect permissible under law.

(d) *Successors and Assigns.* This Letter is binding upon the Company and/or its successors and assigns.

(e) *Governing Law.* Except as preempted by federal law, the terms and provisions of this Letter and the Release shall be governed by and construed in accordance with the laws of the State of Texas, without reference to principles of conflict of laws. The captions of this Letter are not part of the provisions hereof and shall have no force or effect.

(f) *Resolution of Disputes.* Any dispute or controversy arising with respect to this Letter and the Release or with respect to your employment with the Company shall be subject to the procedures for resolution of a dispute or controversy stated in Section 8 of the Employment Agreement.

(g) *Connection with Employment Agreement.* You and the Company expressly acknowledge, represent, and agree that except as expressly provided in this Letter, the terms of the Employment Agreement will remain unchanged and in effect through the Resignation Date and also that, as provided in Section 17(a) of the Employment Agreement, certain provisions of the Employment Agreement shall survive after the Resignation Date.

(h) *Entire Agreement.* You and the Company expressly acknowledge, represent, and agree that this Letter and the Release executed pursuant to this Agreement are fully integrated and contain and, subject to paragraph 4(g) immediately above, constitute the complete agreement of the parties regarding

modifications to the Employment Agreement regarding the termination of your employment and supersede any and all agreements, whether written or oral, between you and the Company regarding modifications to the Employment Agreement with respect to the termination of your employment. You and the Company further acknowledge, represent and agree that neither has made any representations, promises or statements to induce the other to enter into this Letter, and each specifically disclaims reliance, and represents that there has been no reliance, on any such representations, promises or statements and any rights arising therefrom.

(i) *Section 409A*. This Letter is intended to comply with Code Section 409A and will be interpreted in a manner intended to comply with Code Section 409A. To the extent any reimbursements or in-kind benefits due to you under this Letter constitute "deferred compensation" under Code Section 409A, any such reimbursements or in-kind benefits shall be paid to you in a manner consistent with Treasury regulations under Code Section 409A. Each payment made under this Letter shall be designated as a "separate payment" within the meaning of Code Section 409A. The Company shall consult with you in good faith regarding the implementation of the provisions of this Section; provided that neither the Company nor any of its employees or representatives shall have any liability to you with respect thereto.

(j) *Counterparts*. This Letter may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by you and delivered to the Company unless you timely revoke as provided in Section 5 below. Any executed signature to this Letter may be transmitted by facsimile or other electronic means and shall be treated in all respects as an original signature.

5. Time to Sign and Return the Release

The salary continuation and subsidized COBRA benefits as described in Section 2 above are contingent upon your execution of the Release attached hereto and made a part hereof as Exhibit "A," except that you will be eligible to continue your group health care benefits pursuant to COBRA, regardless of whether or not you execute the Release. You have 21 days from the later of your Resignation Date or your receipt of the Release to consider it and decide whether to sign it. The Company advises you to consult an attorney before signing the Release. However, the Release may not be signed before your Resignation Date.

If you decide to sign and return the Release, you must send a signed copy of the Release (which may be transmitted by facsimile or other electronic means) to Brian O. Casey at the Company. You then will have 7 days in which to change your decision and revoke the Release by sending written notice of revocation (which again may be transmitted by facsimile or other electronic means) to Brian O. Casey at the Company. Provided you do not revoke it, the Release will be effective on the 8th day after you sign it. Should you fail to timely execute the Release, or if you revoke it, the obligation of the Company to provide the payment(s) and other benefits contingent on the Release, as referred to in Section 2 above, will be null and void.

CONFIRMED AND AGREED.

WESTWOOD HOLDINGS GROUP, INC.

By: /s/ Mark R. Freeman

Mark R. Freeman

By: /s/ Brian O. Casey

Brian O. Casey

Date: 6/27/18

Date: 6/27/18

EXHIBIT A

FORM OF RELEASE AGREEMENT

This Release Agreement (this "**Agreement**") constitutes the release of claims referred to in that certain Executive Employment Agreement (the "**Employment Agreement**") dated as of November 9, 2016 by and between Westwood Holdings Group, Inc. (the "**Company**") and Mark R. Freeman ("**Executive**"). The Company and Executive are each referred to herein individually as a "**Party**" and collectively as the "**Parties**."

a) For good and valuable consideration, including the Company's provision of the payments and benefits to Executive in accordance with Section 5 of the Employment Agreement, Executive hereby releases, discharges and forever acquits the Company, its affiliates, subsidiaries, partners, members, predecessors, successors, and assigns and each of the foregoing entities' respective past, present and future subsidiaries, affiliates, stockholders, members, partners, directors, officers, managers, employees, agents, assigns, attorneys, heirs, predecessors, successors and representatives in their personal and representative capacities, as well as all employee benefit plans maintained by the Company or any of its affiliates and all fiduciaries and administrators of any such plans, in their personal and representative capacities (collectively, the "**Company Parties**"), from liability for, and hereby waives, any and all claims, damages, or causes of action of any kind related to Executive's employment with any Company Party, the termination of such employment, and any other acts or omissions related to any matter on or prior to the date of the execution of this Agreement including without limitation any alleged violation through the date of this Agreement of: (i) the Age Discrimination in Employment Act of 1967, as amended; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Civil Rights Act of 1991; (iv) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (v) the Employee Retirement Income Security Act of 1974, as amended; (vi) the Immigration Reform Control Act, as amended; (vii) the Americans with Disabilities Act of 1990, as amended; (viii) the National Labor Relations Act, as amended; (ix) the Occupational Safety and Health Act, as amended; (x) the Family and Medical Leave Act of 1993; (xi) any federal, state, or local anti-discrimination or anti-retaliation law; (xii) any federal, state, or local wage and hour law; (xiii) any other federal, state or local law, regulation or ordinance; (xiv) any public policy, contract, tort, or common law claim; (xv) any allegation for costs, fees, or other expenses including attorneys' fees incurred in, or with respect to, a Released Claim; (xvi) any and all rights, benefits or claims Executive may have under any employment contract, incentive compensation plan or equity incentive plan with any Company Party or to any ownership interest in any Company Party except as expressly provided in any equity compensation agreement between Executive and a Company Party and (xvii) any claim for compensation or benefits of any kind not expressly set forth in the Employment Agreement or any equity compensation agreement (collectively, the "**Released Claims**"). In no event shall the Released Claims include (a) any claim which arises after the date of this Agreement, (b) any claim to vested benefits under an employee benefit plan, (c) any claims for contractual payments under Section 5 of the Employment Agreement or any claims for indemnification under Section 11 of the Employment Agreement that arise following the time that Executive executes this Agreement, (d) any claim to Enforce the Employment Agreement or Letter Agreement, or (e) any claim that cannot be released under applicable law. This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for the consideration recited in the first sentence of this paragraph, any and all potential claims of this nature that Executive may have against the Company Parties, regardless of whether they actually exist, are expressly settled, compromised and waived. By signing this Agreement, Executive is bound by it. Anyone who succeeds to Executive's rights and responsibilities, such as heirs or the executor of Executive's estate, is also bound by this Agreement. This release also applies to any claims brought by any person or agency or class action under which Executive may have a right or benefit. Notwithstanding the release of liability contained herein, nothing in this Agreement prevents Executive from filing any non-legally waivable claim (including a challenge to the

validity of this Agreement) with the Equal Employment Opportunity Commission ("**EEOC**") or other governmental agency or participating in (or cooperating with) any investigation or proceeding conducted by the EEOC or other governmental agency; however, Executive understands and agrees that Executive is waiving any and all rights to recover any monetary or personal relief or recovery as a result of such EEOC or other governmental agency proceeding or subsequent legal actions. THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE COMPANY PARTIES.

b) Executive agrees not to bring or join any lawsuit or arbitration proceeding against any of the Company Parties in any court or forum relating to any of the Released Claims. Executive represents that Executive has not brought or joined any lawsuit or filed any charge or claim against any of the Company Parties in any court or forum or before any government agency and has made no assignment of any rights Executive has asserted or may have against any of the Company Parties to any person or entity, in each case, with respect to any Released Claims.

c) Executive agrees not to directly or indirectly do, say, write, authorize or otherwise create or publish any statement or writing that is disparaging or derogatory about, or which injure the reputation of, the Company, the business reputation of the Company, or any other Company Party. The Company agrees to instruct its employees in positions at the Vice-President level or higher levels and human resources representatives not to directly or indirectly do, say, write, authorize or otherwise create or publish any statement or writing that is disparaging or derogatory about, or which injure the personal or business reputation of, Executive. Nothing in this paragraph prohibits either Party from responding accurately and fully to any question, inquiry, or request for information required by legal or administrative process.

d) Executive represents that Executive has not engaged in any breach of fiduciary duty, breach of any duty of loyalty or disclosure, fraudulent activity, grossly negligent tortious activity or illegal activity, in each instance: (i) towards or with respect to the Company or any other Company Party; or (ii) with respect to any action or omission undertaken (or that was failed to be undertaken) in the course of his employment or engagement with any Company Party. In reliance upon, and conditioned upon, Executive's representations and covenants contained in this Agreement, the Company on behalf of itself and each of its affiliated entities hereby releases Executive from any and all claims, suits, demands, actions or causes of action of any kind or nature whatsoever that any Company Party has or now claims pertaining to or arising out of Executive's employment by or separation from the Company. Notwithstanding the foregoing, the Company and its affiliated entities are not waiving or releasing Executive from: (A) any manner of action or actions, cause or causes of action, promises, suits, damages, judgments, remedies, executions, claims and demands whatsoever, in law or equity, arising from or relating to any act, action, or inaction by Executive that was unlawful, was not undertaken in good faith, was outside the scope of Executive's authority as an employee or agent of the Company or any other Company Party or was not reasonably believed to be in the best interests of the Company Parties and is not currently known to the Company Parties, (B) the Company Parties' future ability to sue or take other action to enforce this Agreement, (C) any claim where such a release would cause the loss of insurance coverage or indemnity protection otherwise potentially available to cover the loss, or (D) a breach of a fiduciary or other common law duty.

e) In connection with his employment with the Company, Executive has been provided with Confidential Information, as that term is defined in the Employment Agreement. Executive hereby expressly reaffirms the covenants set forth in Section 10 of the Employment Agreement, expressly acknowledges their validity and continuing, binding effect and agrees to abide by them in their entirety pursuant to the terms set forth in Section 10. For the avoidance of doubt, nothing herein prohibits Executive from disclosing any information, including Confidential Information, when compelled to do so by law;

making a good faith report of possible violations of applicable law to any governmental agency or entity; or making disclosures that are protected under the whistleblower provisions of applicable law.

f) By executing and delivering this Agreement, Executive acknowledges that

- i. He has carefully read this Agreement;
- ii. He has had at least twenty-one (21) days to consider this Agreement before the execution and delivery hereof to the Company.
- iii. He has been and hereby is advised in writing that he may, at his option, discuss this Agreement with an attorney of his choice and that he has had adequate opportunity to do so;
- iv. He fully understands the final and binding effect of this Agreement; the only promises made to him to sign this Agreement are those stated in the Employment Agreement and herein; and he is signing this Agreement voluntarily and of his own free will, and that he understands and agrees to each of the terms of this Agreement; and
- v. With the exception of any sums that he may be owed pursuant to Section 5 of the Employment Agreement, Executive has been paid all wages and other compensation to which he is entitled during Executive's employment with the Company or any other Company Party and Executive has received all leaves (paid and unpaid), been afforded all rights and been paid all sums to which he was entitled during the Term (as defined in the Employment Agreement).

g) Notwithstanding the initial effectiveness of this Agreement, Executive may revoke the delivery (and therefore the effectiveness) of this Agreement within the seven-day period beginning on the date Executive delivers this Agreement to the Company (such seven-day period being referred to herein as the "**Release Revocation Period**"). To be effective, such revocation must be in writing signed by Executive and must be received by Brian O. Casey at the Company before 11:59 p.m., Central Daylight Time, on the last day of the Release Revocation Period. If an effective revocation is delivered in the foregoing manner and timeframe, this Agreement shall be of no force or effect and shall be null and void ab initio. No consideration shall be paid if this Agreement is revoked by Executive in the foregoing manner.

h) This Agreement will be construed in accordance with and governed by the laws of the State of Texas, without reference to principles of conflict of laws. The Parties agree that this Agreement cannot be modified or amended except by a written instrument signed by Executive and a duly authorized representative of the Company. This Agreement may be executed in multiple parts.

i) This Agreement (including any exhibits hereto) and Section 17(a) of the Employment Agreement (including the sections of the Employment Agreement referenced therein) set forth the entire agreement between Executive and the Company relating to the subject matter herein and supersede any and all prior oral or written agreements or understandings between Executive and the Company concerning the subject matter of this Agreement. Neither of the Parties has made any settlement, representations or warranty in connection herewith (except those expressly set forth in this Agreement) which have been relied upon by the other Party, or which acted as an inducement for the other Party to enter into this Agreement.

Executed on this ____ day of March, 2019.

Mark R. Freeman

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
SECURITIES EXCHANGE ACT RULE 13a-14(a)**

I, Brian O. Casey, certify that:

1. I have reviewed this report on Form 10-Q of Westwood Holdings Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 25, 2018

/s/ Brian O. Casey

Brian O. Casey

President & Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
SECURITIES EXCHANGE ACT RULES 13a-14(a)**

I, Tiffany B. Kice, certify that:

1. I have reviewed this report on Form 10-Q of Westwood Holdings Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 25, 2018

/s/ Tiffany B. Kice

Tiffany B. Kice

Chief Financial Officer and Treasurer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Westwood Holdings Group, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian O. Casey, President & Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

July 25, 2018

/s/ Brian O. Casey

Brian O. Casey

President & Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Westwood Holdings Group, Inc. and will be retained by Westwood Holdings Group, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Westwood Holdings Group, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Tiffany B. Kice, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15U.S.C. 78m or 78o(d)); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

July 25, 2018

/s/ Tiffany B. Kice

Tiffany B. Kice

Chief Financial Officer and Treasurer

A signed original of this written statement required by Section 906 has been provided to Westwood Holdings Group, Inc. and will be retained by Westwood Holdings Group, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.