

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

**FORM 8-K**

CURRENT REPORT

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

Date of Report (date of earliest event reported): May 31, 2019

**GWG Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**001-36615**

(Commission File Number)

**26-2222607**

(IRS Employer  
Identification No.)

**220 South Sixth Street, Suite 1200, Minneapolis, MN**

(Address of principal executive offices)

**55402**

(Zip Code)

**(612) 746-1944**

(Registrant's telephone number, including area code)

Not applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Emerging growth company ☐

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

Securities registered pursuant to Section 12(b) of the Act:

**Title of each class**

**Trading Symbol(s)**

**Name of each exchange on which registered**

Common Stock

GWGH

NASDAQ Capital Market

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

*Employment Agreement with Murray T. Holland*

On May 31, 2019, GWG Holdings, Inc. (the “Company”) entered into an employment agreement with Murray T. Holland pursuant to which Mr. Holland is serves as our President and Chief Executive Officer, replacing the interim Chief Executive Officer position to which he was appointed on April 26, 2019. The employment agreement has an initial three-year term and is automatically renewed for additional one-year periods unless either party gives notice of non-renewal at least 60 days prior to the expiration of the then current term.

Under the employment agreement, Mr. Holland is entitled to an annual base salary of \$650,000, retroactive to April 26, 2019, and is eligible to receive an annual cash bonus the target amount of which will be 150% of his base salary (prorated for the partial first year of employment). Whether the bonus is granted for a particular year, and the amount thereof, will be determined by our Compensation Committee in its discretion based upon Mr. Holland’s performance. Mr. Holland is also entitled to participate in all employee benefit plans and programs made available by the Company to the Company’s executive employees generally.

If Mr. Holland’s employment is terminated by us without “Cause” or if he voluntarily resigns with “Good Reason,” in each case as defined in the employment agreement, then (i) he will be entitled to severance pay in an amount equal to his annual base salary, payable in a lump sum within 30 days after the date of the termination, (ii) he will receive a pro-rated portion of the target amount of his annual cash bonus for the year in which termination occurs, and (iii) any performance share units (“PSUs”) or other equity incentives held by Mr. Holland will fully vest on the date of termination.

*Performance Share Unit Agreement with Murray T. Holland*

On May 31, 2019, and as contemplated by the employment agreement and discussed below, we entered into performance share unit agreement (a “PSU Agreement”) with Mr. Holland which provides for a target award grant of 129,717 PSUs (the “Target Award”), and up to a maximum of 259,434 PSUs. Each PSU represents the right to receive one share of our common stock (or, following a Change-in-Control Transaction (as defined in the PSU Agreement), the cash value thereof), upon vesting, which is generally subject to (i) the satisfaction of performance goals over a three year performance period, as determined by our Compensation Committee in its sole discretion, and (ii) Mr. Holland remaining continuously employed by the Company or one of its subsidiaries (“Continuous Service”) from the date of grant through the date that the PSUs are vested and paid in shares of common stock (or cash). Promptly following the Company’s filing with the Securities and Exchange Commission of our Annual Report on Form 10-K for the fiscal year ended December 31, 2121 (the final fiscal year of the performance period), our Compensation Committee will review and certify in writing (a) whether, and to what extent, the performance goals have been achieved, and (b) the number of PSUs that vested, if any. At such time, PSUs that are not vested will be forfeited.

The PSUs are subject to forfeiture until they vest. If Mr. Holland's Continuous Service terminates for any reason at any time before all PSUs have vested, all unvested PSUs will be automatically forfeited upon such termination of Continuous Service. However, if Mr. Holland's Continuous Service terminates as a result of his death or disability, or as a result of a termination by the Company without Cause or by Mr. Holland for Good Reason, Mr. Holland will retain, and will not forfeit, a pro rata portion of the Target Award based on the number of days that he remained employed during the performance period. This retained portion of the Target Award will not be subject to accelerated vesting and, instead, will vest (and be paid in shares of common stock) based on extent to which the performance goals are achieved during the entire performance period.

If a "Sale Transaction," as defined in the Company's 2013 Stock Incentive Plan, occurs during the performance period, Mr. Holland remains in Continuous Service up until the date of such Sale Transaction, and the acquiring entity or successor to the Company does not assume the obligations of the Company under the PSU Agreement or replace the grant with a substantially equivalent incentive award, then all outstanding PSUs shall vest at Target Award levels on the date of such Sale Transaction.

If a Change-in-Control Transaction occurs during the performance period, then all outstanding PSUs will automatically vest at Target Award levels on the 120th day following the closing of the Change-in-Control Transaction (the "Retention Date"), contingent upon Mr. Holland remaining in Continuous Service through the Retention Date. However, if Mr. Holland's Continuous Service terminates following the occurrence of a Change-in-Control Transaction and prior to the Retention Date for any reason other than as a result of a termination by the Company for Cause, then all outstanding PSUs will automatically vest at Target Award levels upon such termination. PSUs vesting upon a Change-in-Control will be paid in cash (not shares of Common Stock). The amount of cash to be paid to Mr. Holland in respect of each vested PSU will be equal to the greater of (y) \$12.00 or (z) the Fair Market Value (as defined in the Plan) of a share of Common Stock as of the trading date immediately prior to the closing date of the Change-in-Control Transaction. The PSU Agreement includes a provision allowing the Company to reduce the payment to which Mr. Holland would be entitled upon a Change-in-Control Transaction to the extent needed for him to avoid paying an excise tax under Internal Revenue Code Section 280G, unless Mr. Holland would be better off, on an after-tax basis, receiving the full amount of such payments and paying the excise taxes due.

The descriptions of Mr. Holland's employment agreement and the PSU Agreement set forth in this Item 5.02 are not complete and are qualified in their entirety by reference to the full text of such agreements which are filed as Exhibits 10.1 and 10.2 to this report, respectively, which are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits.*

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Employment Agreement dated as of May 31, 2019 by and between GWG Holdings, Inc. and Murray T. Holland</u></a>
10.2	<a href="#"><u>Performance Share Unit Agreement dated as of May 31, 2019 by and between GWG Holdings, Inc. and Murray T. Holland</u></a>

**SIGNATURE**

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

**GWG HOLDINGS, INC.**

Date: June 6, 2019

By: /s/ William Acheson  
WILLIAM ACHESON  
*Chief Financial Officer*

## **EXHIBIT INDEX**

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**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (the “Agreement”) is made and entered into on this 31st day of May, 2019, by and between GWG Holdings, Inc., a Delaware corporation (the Company”) and Murray T. Holland (the “Executive”).

**RECITALS**

- A. The Company desires to retain Executive as President and Chief Executive Officer and Executive desires to be retained as President and Chief Executive Officer of the Company; and
- B. The Compensation Committee of the Board of Directors (the “Committee”) has determined, after consultation with a professional services firm, the appropriate compensation package for Executive.

**NOW, THEREFORE**, in consideration of the recitals above and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Company and Executive (collectively the “Parties” and each a “Party”) agree as follows:

1. **Title, Duties and Term of Employment:**

(a) Executive will serve as the President and Chief Executive Officer and report to the Company’s Board of Directors. Executive understands and agrees that the Company is a rapidly growing and changing organization and the precise nature of the work of the President and Chief Executive Officer asked to be completed on behalf of the Company is more expansive than simply managing a slow growth company, and may be adjusted from time to time but, in any event, the duties and responsibilities will include those duties and responsibilities normally associated with and appropriate for someone in the position of President and Chief Executive Officer, which shall include, but not be limited to items set forth in **Exhibit A** in conjunction with managing the operations of the Company including but not limited to financial reporting to the SEC in compliance with GAAP and all regulatory requirements, providing day-to-day effective oversight of all operational and regulatory matters, ensuring operational integrity and best practices; helping the Company to achieve and exceed strategic and operating goals; presenting and maintaining investor relationships in support of the strategies and objectives of the Company; advising the Board of Directors (“Board”) concerning Company performance, strategy, operations, initiatives and developments in the industry; working with outside accounting, audit, tax, SOX, legal counsel, advisors, and other vendors as appropriate; managing the development of a more coordinated and consolidated business with The Beneficient Trust Company Group, L.P.; and travel as needed and requested by the Company.

(b) Executive shall perform his duties and responsibilities to the best of his professional skill and ability. In all such matters, Executive will act in good faith, in the best interests of the Company.

(c) Executive's employment under this Agreement shall commence on the date first set forth above (the "Commencement Date"). Executive's employment shall continue thereafter until the third anniversary of the Commencement Date (the "Initial Term"); and shall be automatically extended for one (1) additional year (a "Renewal Term") at the end of the Initial Term, and an additional one (1) year Renewal Term at the end of each Renewal Term (the last day of the Initial Term and each such Renewal Term is referred to herein as a "Term Date"), unless either Party provides written notice to the other of its non-renewal of this Agreement not later than sixty (60) days prior to a Term Date, or Executive's employment is terminated sooner under paragraph 3 of this Agreement. The period during which Executive's employment continues in effect pursuant to this Agreement is hereinafter referred to as the Employment Period.

2. **Compensation:** During the Employment Period, Executive shall be compensated as follows:

(a) **Base Salary:** As used in this Agreement, the term "Base Salary" refers to the annual amount of Executive's salary, and does not include any other amounts. For example, Base Salary does not include option or incentive compensation or bonus awards. For the services to be rendered by Executive, the Company agrees to pay Executive a Base Salary of \$650,000 per year effective retroactively to April 26, 2019, subject to all payroll deductions as required by law. Executive's Base Salary shall be reviewed annually, and may be increased, but not decreased, throughout the Employment Period.

(b) **Incentive Compensation:** Employee will be eligible to receive an annual discretionary incentive compensation in the form of a cash bonus (a "Bonus"), which would be in addition to Salary. Whether the Bonus is granted for a particular year, and the amount thereof, will be determined by the Committee in its sole discretion based upon the performance of Employee. The target amount the Bonus for each year will be 150% of Base Salary, participating in the first incentive compensation cycle on a prorated basis based on start date, or as otherwise determined by the Committee as appropriate.

(c) **Restricted Stock Units:** On the Commencement Date, the Company shall provide Executive with an initial grant of the Company's performance share units set forth in and pursuant to a Performance Share Unit Agreement entered into on the date hereof ("Performance Share Units"). The Committee, in its sole discretion, may annually vest some, or all of the available Performance Share Units based upon the achievement of one or more of the strategic and/or operational goals. All Performance Shares Units shall become fully vested immediately prior to a Change in Control as defined below. As used in this Agreement, the term "Change in Control" shall mean: (i) the sale of substantially all of the assets of the Company to another person or entity (other than a subsidiary or other affiliate of the Company), (ii) the acquisition of actual or beneficial ownership of more than fifty percent of the total combined voting power of all classes of Company stock entitled to vote by a person or group of persons acting in concert (other than a subsidiary or other affiliate of the Company) who did not own more than fifty percent of such on the date of this Agreement, or (iii) the merger of the Company into another entity (other than a subsidiary or other affiliate of the Company), where the Company's shareholders (determined as of the date of merger) own (directly or indirectly) less than fifty percent of the shares of the surviving entity.

(d) Benefit Plans and Programs: Beginning on the Commencement Date, Executive shall be entitled to participate in all employee benefit plans and programs made available by the Company to the Company's executive employees generally, including, without limitation: health insurance, dental insurance, life insurance, disability insurance, 401 k plan and health spending account (HSA) plan. During the Employment Period, the Company shall the same portion of the costs of such benefits and programs as other senior executive employees for Executive. In the event that the provision of, or payment for, such benefits is prohibited or otherwise adversely impacted by the Patient Protection and Affordable Care Act or other similar laws, the Parties shall negotiate in good faith to determine an equitable benefit in lieu thereof.

(e) Vacation and Personal Days: Executive shall accrue standard paid vacation during the Employment Period in accordance with the Company's policies in effect from time to time.

(f) Reimbursement: Executive is authorized to incur reasonable expenses in carrying out the Executive's duties for the Company under this Agreement and shall be entitled to reimbursement for all reasonable business expenses that Executive incurs during the Employment Period upon presentation of appropriate receipts and/or vouchers in accordance with the requirements of the Company's expense reimbursement practices in effect from time to time.

3. **Termination of Employment:**

(a) Terms Applicable to Any Type of Termination: In the event of a termination of Executive's employment, the Company shall pay Executive: (i) any unpaid Base Salary on the Company's regular payday, prorated to the effective date of termination; and (ii) the dollar value of all accrued and unused vacation benefits based upon Executive's Base Salary. The Company shall also reimburse Executive in accordance with and subject to the requirements of the Company's expense reimbursement practices for any reasonable and necessary business expenses incurred by Executive on behalf of the Company on or before the date on which his employment terminates, and reported and properly documented on expense reports.

(b) Termination Without Cause: The Company shall have the right to terminate Executive's employment without "Cause" (as defined below) during the Employment Period upon notice to Executive. In the event of a termination without Cause, the Company will pay Executive severance compensation in an amount equal to the annual amount of Executive's Base Salary in effect on the date on which Executive's employment is terminated, payable in a lump sum within thirty (30) days after the date of the termination. If Executive is eligible for and elects to continue group health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Executive may do so at Executive's expense. The Company will also pay Executive the target amount of the bonus contemplated under Section 2(b) for the year in which termination without Cause occurs, prorated based upon the number of days during which Executive was employed during such year, and any Performance Share Units or other equity incentives which have been granted to Executive shall fully vest on the date of termination.



(c) Termination For Cause: The Company shall have the right immediately to terminate Executive's employment for cause during the Employment Period upon notice to Executive.

(i) Termination For Cause shall mean:

(A) A breach by Executive of any term of this Agreement or of Executive's fiduciary duties to the Company, which breach remains uncured more than thirty (30) days after Executive receives written notice from Company specifying such breach;

(B) The neglect of Executive's duties or responsibilities as Chief Executive Officer which remains uncured more than thirty (30) days after Executive receives written notice from Company specifying such neglect;

(C) The failure to perform at satisfactory levels with respect to the duties and responsibilities which remain uncured after Executive receives written notice from Company specifying such performance failure (a "Performance Notice");

(D) Executive's violation of any law, statute or regulation relating to the operation of the Company's business which has resulted in, or is reasonably likely to result in, a material adverse effect on the Company; or

(E) The commission of, or conviction for (or its procedural equivalent), or the entering of a guilty plea or plea of no contest with respect to, a crime or any conduct of Executive which involves moral turpitude.

(ii) If Executive's employment is terminated for Cause, the Company shall have no obligation to make payments of any kind to Executive except for payments of unpaid Base Salary on the Company's regular payday, prorated to the effective date of termination, the dollar value of all accrued and unused vacation benefits based upon Executive's Base Salary, and reimbursements for expenses incurred by Executive on behalf of the Company on or before the effective date of termination, each as contemplated by subparagraph 3(a).

(d) Resignation for Good Reason: Executive shall have the right to resign from employment with the Company for Good Reason during the Employment Period upon notice to the Company.

(i) As used in this Agreement, the term “Good Reason” means (a) a breach of this Agreement by the Company which breach, where curable, has not been cured within thirty (30) days after written notice to the Company setting forth the particulars of such alleged breach; (b) a reduction in Executive’s Base Salary; (c) assignment to Executive of duties inconsistent with the Executive’s position, or a diminution in Executive’s authority, responsibility, status, title, or offices; (d) a Change in Control; and (e) the failure of the Company to comply fully with its obligations under subparagraph 9(d) of this Agreement; provided, however, that no act shall constitute Good Reason unless Executive has provided notice of such Good Reason to the Company pursuant to Section 3(d)(ii) below within sixty (60) days following the initial existence of the condition that constitutes Good Reason. The Executive shall not be able to resign for Good Reason for a period of four (4) months once the Executive has been provided a Performance Notice under Section 3(c)(i)(C) until such time the Company has agreed in writing that such performance has been cured (a “Remedied Notice”).

(ii) In order to resign for Good Reason, Executive shall give the Company a written notice providing reasonable notice and detail of the alleged Good Reason and, if such Good Reason is curable, the Company shall have thirty (30) days following such notice to cure such Good Reason.

(iii) In the event of a resignation for Good Reason, Executive shall be entitled to all payments and other benefits provided under subparagraphs 3(a) and 3(b) above.

(e) Voluntary Resignation: Executive may voluntarily resign Executive’s employment under this Agreement without Good Reason at any time; however Executive agrees to provide at least sixty (60) days advance written notice to the Company.

(f) Death: If Executive’s employment ends through Executive’s death, Executive shall be entitled to all payments and other benefits provided under subparagraph 3(a) and 3(b) above.

4. **Confidential Information:**

(a) Confidential Information: As used in this Agreement, the term “Confidential Information” means information in whatever form, pertaining to the business of the Company that is not generally known outside of the Company, or that is known outside of the Company through improper means. Without limiting the foregoing definition, Confidential Information includes, but is not limited to: (i) technical information, formulas, teaching and development techniques, methodologies, processes, trade secrets, computer programs, electronic codes, designs, product development information, inventions, improvements, and research projects; (ii) information about finances, costs, profits, markets, proposals, sales, and lists of customers or clients; (iii) business, marketing, and strategic plans; and (iv) employee personnel files and compensation information.

(b) Non-Disclosure of Confidential Information: During the Employment Period, Executive agrees to hold all Confidential Information in strict confidence and trust for the sole benefit of the Company and Executive agrees that Executive will not disclose any Confidential Information, directly or indirectly, to anyone outside of the Company, and Executive will not use, copy, publish, summarize, or remove from Company premises Confidential Information except to the extent necessary to carry out Executive’s responsibilities as an employee of the Company. After Executive’s employment with the Company ends, Executive will not, directly or indirectly, use or disclose any Confidential Information to any person or entity, except as authorized in advance by an officer of the Company in writing. The restrictions in this subparagraph, however, will not apply to Confidential Information that is or has become known to the public generally through no fault of or breach by Executive, or was previously known to Executive other than as a result of employment with the Company.

5. **Non-Solicitation Covenants:**

(a) **Non-Solicitation of Employees:** Executive agrees that, during the Employment Period, and for a period of twenty-four (24) months following the termination of Executive's employment, regardless of the reason for such termination, Executive will not, directly or indirectly, solicit, or attempt to solicit, for employment, with Executive or with any other person or entity, any employee of the Company.

(b) **Non-Solicitation of Customers or Financing Relationships:** Executive agrees that, during the Employment Period, and for a period of twelve months following the termination of Executive's employment, regardless of the reason for such termination, Executive will not, directly or indirectly, solicit any business that the Company was engaged in during the twelve (12) months prior to Executive's termination, for Executive, or for any other person or entity, from any client or financing relationship of the Company with which Executive had contact within the twelve (12) months prior to the termination of Executive's employment with the Company or concerning which Executive had access to Confidential Information, during and by virtue of Executive's employment with the Company.

6. **Resolution of Disputes:**

(a) **Mediation.** Should the Parties to this Agreement have any dispute as to any aspect of this Agreement, or arising out of, or related to or connected with Executive's employment, compensation or benefits, or the termination thereof, the Parties will make a good faith attempt to resolve any and all claims and disputes by submitting them to mediation in Minneapolis, Minnesota before resorting to arbitration or any other dispute resolution procedure. The mediation of any claim or dispute must be conducted in accordance with the then-current American Arbitration Association ("AAA") national rules for the resolution of employment disputes pertaining to mediation, by a mediator who has had both training and experience as a mediator of general employment and commercial matters. If the Parties cannot agree on a mediator, then the mediator will be selected by the AAA in accordance with the criteria described in this provision. Within thirty (30) days after the selection of the mediator, the Parties and, if they choose, their respective attorneys will meet with the mediator for one mediation session of at least four hours. If the claim or dispute cannot be settled during such mediation session or mutually agreed continuation of the session, either party may give the mediator and the other party to the claim or dispute written notice declaring the end of the mediation process. All discussions connected with this mediation provision will be confidential and treated as compromise and settlement discussions. Nothing disclosed in such discussions, which is not independently discoverable, may be used for any purpose in any later proceeding. The Company shall pay the filing fees and costs for the mediator.

(b) Arbitration. If any dispute has not been resolved by Mediation as provided in subparagraph 6(a) of this Agreement, the Parties will submit such dispute to final and binding arbitration pursuant to the then-current AAA national rules for the resolution of employment disputes before a neutral arbitrator selected from the list of Arbitrators. THE PARTIES EXPRESSLY AGREE THAT SUCH ARBITRATION SHALL BE THE EXCLUSIVE REMEDY FOR ANY DISPUTE INVOLVING THIS AGREEMENT, THE EXECUTIVE'S EMPLOYMENT, TERMINATION, COMPENSATION, OR BENEFITS AND HEREBY EXPRESSLY WAIVE ANY RIGHT THEY HAVE, OR MAY HAVE, TO A COURT TRIAL OR A JURY TRIAL OF ANY SUCH DISPUTE. In making an award, the arbitrator shall have no power to add to, delete from or modify this Agreement, or to enforce purported unwritten or prior agreements, or to construe implied terms or covenants into the Agreement. In reaching a decision, the arbitrator shall adhere to the relevant law and applicable precedent, and shall have no power to vary therefrom. In construing this Agreement, its language shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to which party drafted it. At the time of issuing a decision, the arbitrator shall (in the decision or separately) make specific findings of fact, and shall set forth such facts as support the decision, as well as conclusions of law, and the reasons and bases for the opinion. In the event the arbitrator exceeds the powers or jurisdiction here conferred, or fails to issue a decision in conformance herewith, it is specifically agreed that the aggrieved party may petition a court of competent jurisdiction to correct or vacate such award, and that the arbitrator's act of exceeding his or her powers shall be grounds for granting such relief. If any one or more provisions of this arbitration clause shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

7. **Jurisdiction and Venue:**

To the extent that either party is permitted to file any action in court that involves any aspect of this Agreement, or arises out of, or is related to or connected with Executive's employment, compensation or benefits, or the termination thereof, the parties agree that such action must be brought in either federal court in Texas, or in state courts located in Dallas County, Texas, and the parties irrevocably consent to jurisdiction and venue in such courts.

8. **Attorneys' Fees:**

Should any arbitration or litigation commence between the parties concerning this Agreement or the rights and obligations of either party, whether it be an action for damages, equitable or declaratory relief, the prevailing party in any arbitration or litigation shall be entitled to, as an element of its costs, in addition to other relief as may be granted by the arbitrator or court, reasonable sums as and for attorneys' fees, or such prevailing party may recover such attorneys' fees in a separate action brought for that purpose, in accordance with applicable law.

9. **Miscellaneous Provisions:**

(a) All payments required to be made by the Company to Executive (or his heirs, executors, administrators, or estate) shall be subject to the withholding of such amounts, if any, relating to federal, state and local taxes and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law, regulation or order.

(b) The Company's or Executive's refraining from exercising any right under this Agreement for a reasonable period of time when it is permissible for the Company or Executive to exercise such right shall not constitute a waiver by either of them of any such right, unless so provided in a writing signed by both Parties and shall not prevent the Company or Executive from exercising any such right at any time.

(c) Notwithstanding anything in this Agreement to the contrary, all payments to be made upon a termination of employment under this Agreement shall only be made upon a "separation from service" within the meaning of Section 409A of the Internal Revenue Code (the "Code"). To the maximum extent permitted under Section 409A of the Code and its corresponding regulations, the cash severance and other benefits payable under this Agreement are intended to meet the requirements of the short-term deferral exemption under Section 409A of the Code and the "separation pay exception" under Treas. Reg. § 1.409A-1(b)(9)(iii). For purposes of the application of Treas. Reg. § 1.409A-1(b)(4) (or any successor provision), each payment in a series of payments to the Executive will be deemed a separate payment. With respect to any expense, reimbursement or in-kind benefit provided pursuant to this Agreement that constitutes a "deferral of compensation" within the meaning of Section 409A of the Code and its implementing regulations and guidance, (i) the expenses eligible for reimbursement or in-kind benefits provided to the Executive must be incurred during the Employment Period (or applicable survival period), (ii) the amount of expenses eligible for reimbursement or in-kind benefits provided to the Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to the Executive in any other calendar year, (iii) the reimbursements for expenses for which the Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and (iv) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. To the extent any such cash payment or continuing benefit payable upon Executive's termination of employment is nonqualified deferred compensation subject to Section 409A of the Code, then, only to the extent required by Section 409A of the Code, such payment or continuing benefit shall not commence until the date which is six (6) months after the date of separation from service, and any previously scheduled payments shall be made in a lump sum (without interest) on that date.

(d) All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by Federal Express or UPS next-day delivery, or by certified express mail, return receipt requested, postage prepaid, to the parties to this Agreement as the following addresses or to such other address as either party may specify by notice to the other:

If to the Company:

Chief Legal Officer  
GWG Holdings, Inc.  
220 S 6th St #1200  
Minneapolis, MN 55415

If to the Executive:

Murray T. Holland  
4416 N. Versailles Ave.  
Dallas, Texas 75205

10. **Prior Obligations and Information of Others:**

(a) **Prior Obligations:** Executive represents and warrants that he is free to enter into this Agreement and accept employment with the Company upon the terms and conditions set forth in this Agreement, and that the terms and conditions in this Agreement will not cause Executive to violate any obligation that Executive owes to any prior employer.

(b) **Information of Others:** During Executive's employment with the Company, Executive will not disclose to the Company, or use, or induce the Company to use, any confidential or proprietary information of any prior employer in violation of any obligation that Executive owes to such prior employer.

11. **Effective Date:** Each of the Parties is signing this Agreement with the intent to be legally bound by it. This Agreement shall become effective upon the date on which Executive executes a copy of this Agreement that has already been signed on behalf of the Company by an authorized representative, and delivers the executed Agreement to the Company.

12. **Construction:** Except as may be expressly provided herein, the validity, interpretation, construction, performance and enforceability of this Agreement shall be governed in all respects by the laws of the State of Minnesota, without application of its conflict of laws principles.

13. **Successors and Assigns:** This Agreement shall be binding upon the Parties' heirs, successors and assigns. The obligations and covenants of the Executive under this Agreement, being personal, may not be delegated or assigned.

14. **Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction or by an arbitrator, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
15. **Entire Agreement:** This Agreement is the entire agreement between the parties concerning the terms of Executive's employment and supersedes any and all prior agreements or understandings between them concerning its subject matter, oral or written. This Agreement may be not changed or terminated orally, and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing signed by Executive and an authorized representative of the Company.
16. **No Waiver:** The waiver by either party of any term, condition or provision of this Agreement shall not be construed as a waiver of any other or subsequent term, condition or provision of this Agreement.
17. **Voluntary Agreement:** Executive and the Company represent and agree that each has reviewed all aspects of this Agreement, each has carefully read and fully understands all provisions of this Agreement, each has had opportunity to review any and all aspects of this Agreement with the legal, tax, or other advisors of such party's choice, and each is voluntarily entering into this Agreement.
18. **Photocopies:** Photocopies of this signed Agreement are as binding and as legally enforceable as a signed original.

*Signature Page Follows.*

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement as of the date first above written.

**GWG HOLDINGS, INC.**

By: /s/ William Acheson

Name: William Acheson

Title: CFO

**EXECUTIVE**

By: /s/ Murray T. Holland

Murray T. Holland



## EXHIBIT A

The duties and responsibilities will include those duties and responsibilities normally associated with and appropriate for someone in the position of President and Chief Executive Officer and shall include, but not be limited, to:

- Creating and communicating the Company's vision, mission, and overall direction to various constituencies, including but not to be limited to employees, shareholders, investors, bankers, and industry participants.
- Leading, guiding, directing, and evaluating the work of other Company leaders and employees to help the Company to achieve and exceed strategic and operating goals.
- Formulating and implementing the strategic plan that guides the direction of the business, including a responsibility for formulating overall legal, regulatory and legislative strategies, policies and tactics for the organization.
- Forming, staffing, guiding, leading, and managing the Company sufficient to accomplish the strategic plan of the business.
- Evaluating the success of the organization.
- Maintaining awareness of both the external and internal competitive landscape, opportunities for expansion, customers, markets, new industry developments and standards, and so forth.
- Advising the Board of Directors ("Board") concerning such matters as Company initiatives and developments in the industry, while helping the Board understand any significant, complex or unique business issues;
- Plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance.
- Participate in the development of the corporation's strategic plans.
- Evaluate and advise on the impact of long range planning, introduction of new programs/strategies regulatory action.
- Develop leadership for the finance group by providing timely and accurate analysis of budgets, financial reports and financial trends in order to assist the Board and senior executives in performing their responsibilities.
- Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the corporation.

- Establish credibility throughout the organization and with the Board as an effective developer of solutions to business challenges.
- Provide technical financial advice and knowledge to others within the financial discipline.
- Continual improvement of the budgeting process through education of department managers on financial issues impacting their budgets.
- Provide strategic financial input and leadership on decision making issues affecting the organization; i.e., evaluation of potential alliances acquisitions and/or mergers and pension funds and investments.
- Optimize the handling of bank and deposit relationships and initiate appropriate strategies to enhance cash position.
- Develop a reliable cash flow projection process and reporting mechanism, which includes minimum cash threshold to meet operating needs.
- Be an advisor from the financial perspective on any contracts into which the Corporation may enter.
- Evaluation of the finance division structure and team plan for continual improvement of the efficiency and effectiveness of the group as well as providing individuals with professional and personal growth with emphasis on opportunities (where possible) of individuals.

**GWG HOLDINGS, INC.**  
**PERFORMANCE SHARE UNIT AGREEMENT**

(Performance-based Vesting)  
(Fiscal 2019-2021 Awards)

**THIS PERFORMANCE SHARE UNIT AGREEMENT** (the “Agreement”) made effective as of May 31, 2019 (the “Grant Date”), is by and between GWG Holdings, Inc., a Delaware corporation (the “Company”), and Murray T. Holland (the “Employee”).

**BACKGROUND**

A. A “performance share unit” is a restricted stock unit that generally vests based upon the extent to which the Company achieves applicable performance objectives as determined by the Compensation Committee of the Board of Directors (the “Committee”). Each performance share unit (a “Unit”) represents the right to receive one share of Company common stock (the “Common Stock”), or the cash value thereof pursuant to Section 7(b), subject to the terms and conditions set forth in this Agreement and the Plan (as defined below).

B. The Company has adopted the GWG Holdings, Inc. 2013 Stock Incentive Plan (as amended, the “Plan”) pursuant to which equity-based incentive awards, including but not limited to performance share units, may be granted.

C. Employee is an employee of the Company or one of its subsidiaries and will perform substantial work on behalf of the Company and/or its subsidiaries. The Company desires to grant Units to Employee upon the terms and conditions set forth herein and in the Plan.

**AGREEMENT**

**NOW, THEREFORE**, it is agreed as follows:

1. Incorporation of Plan by Reference. The terms and conditions of the Plan, a copy of which has been delivered to Employee, are hereby incorporated into this Agreement by this reference. In particular, the provisions of Section 9.13 of the Plan, respecting any Sale Transaction (as defined in the Plan), govern the terms and conditions of this Agreement. In the event of any direct conflict or inconsistency between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall govern and control. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. Grant of Performance Share Units. Subject to the terms and provisions of this Agreement and the Plan, the Company hereby grants to Employee an award for a target number of Units as set forth in Exhibit A (the “Target Award”). Except as otherwise provided in this Agreement, the number of Units that Employee actually earns (up to the maximum number of Units as set forth on Exhibit A), and the number of shares of Common Stock that may be paid out pursuant to this award, (i) is contingent upon the Company achieving the performance objectives set forth in Exhibit A (the “Performance Goals”); and (ii) is subject to the other terms and conditions and contingencies set forth in this Agreement, including such Exhibit, and in the Plan.

3. Performance Period. For purposes of this Agreement, the term “Performance Period” shall be the period set forth on Exhibit A.

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#### 4. Performance Goals.

(a) Except as otherwise provided in this Agreement (including without limitation Section 7), the number of Units earned by Employee for the Performance Period will be determined at the end of the Performance Period based on the level of achievement of the Performance Goals. All determinations of whether Performance Goals have been achieved, the number of Units earned by Employee, and all other matters related to this Section 4 shall be made by the Committee in its sole discretion.

(b) Promptly following the Company's filing with the Securities and Exchange Commission of its Annual Report on Form 10-K for the fiscal year ended December 31, 2121 (the final fiscal year of the Performance Period) (and no later than thirty (30) days after such filing), the Committee will review and certify in writing (a) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (b) the number of Units that Employee shall earn, if any, subject to compliance with the requirements of Section 5. Such certification shall be final, conclusive and binding on Employee, and on all other persons, to the maximum extent permitted by law.

5. Vesting and Forfeiture of Units. The Units are subject to forfeiture until they vest (i.e., until they are earned) and become non-forfeitable. Except as otherwise provided in this Agreement (including without limitation Section 6 and 7 below), the Units shall vest subject to (a) the achievement of the minimum threshold Performance Goals for payout set forth in Exhibit A attached hereto as determined by the Committee, and (b) Employee's continuous employment with the Company or one of its subsidiaries ("Continuous Service") from the Grant Date through the date that the Units are paid in shares of Common Stock or cash. The number of Units that vest and become payable under this Agreement shall be determined by the Committee based on the level of achievement of the Performance Goals set forth in Exhibit A and shall be rounded to the nearest whole Unit.

#### 6. Termination of Continuous Service.

(a) Except as otherwise expressly provided in this Agreement, if Employee's Continuous Service terminates for any reason at any time before all of Employee's Units have vested, Employee's unvested Units shall be automatically forfeited upon such termination of Continuous Service and neither the Company nor any Affiliate shall have any further obligations to Employee under this Agreement.

(b) Notwithstanding Section 6(a), if Employee's Continuous Service terminates before all of Employee's Units have vested as a result of Employee's death or disability, or as a result of a termination by the Company without Cause (as defined below) or by Employee for "good reason" (if and as such term is defined in an applicable employment agreement between Employee and the Company or one of its subsidiaries), Employee will retain, and will not forfeit, a pro rata portion of the Target Award (as defined in Exhibit A hereto) calculated by multiplying the Target Award by a fraction, the numerator of which equals the number of days that Employee was employed during the Performance Period and the denominator of which equals the total number of days in the Performance Period. This retained portion of the Target Award will not be subject to accelerated vesting and, instead, will vest (and be paid in accordance with Section 8) based on extent to which the Performance Goals are achieved during the entire Performance Period. For purposes hereof, "Cause" means Cause as defined in Employee's employment agreement.

## 7. Effect of Certain Transactions.

(a) Effect of a Sale Transaction. If a “Sale Transaction,” as defined in the Plan, occurs during the Performance Period, the Employee remains in Continuous Service up until the date of such Sale Transaction, and the acquiring entity or successor to the Company does not assume the obligations of the Company under this Agreement or replace the grant herein set forth with a substantially equivalent incentive award, then all outstanding Units shall vest at Target Award levels on the date of such Sale Transaction. Units vesting under this Section 7(a) shall vest regardless of whether Employee thereafter remains in the service of the Company or one of its subsidiaries, and such Units shall be paid as soon as administratively practicable following the closing of such Sale Transaction and no later than thirty (30) days thereafter; provided, however, that the Committee may in its sole discretion and without the consent of Employee, determine that Employee will receive that cash consideration, if any, as is described in Section 9.13(b) of the Plan (but only after giving effect to the vesting of Units immediately prior to the Sale Transaction as contemplated by this Section 7(a)).

(b) Effect of a Change-in-Control Transaction. If a Change-in-Control Transaction occurs during the Performance Period, then all outstanding Units shall automatically vest at Target Award levels on the one-hundred twentieth (120<sup>th</sup>) day following the closing of the Change-in-Control Transaction (the “Retention Date”), contingent upon the Employee remaining in Continuous Service through the Retention Date. Units vesting under the preceding sentence of this Section 7(b) shall vest regardless of whether Employee thereafter remains in the service of the Company or one of its subsidiaries, and such vested Units shall be paid in cash (not shares of Common Stock) as soon as administratively practicable following the Retention Date and no later than five (5) business days thereafter. Notwithstanding the foregoing, if Employee’s Continuous Service terminates following the occurrence of a Change-in-Control Transaction and prior to the Retention Date for any reason other than as a result of a termination by the Company for Cause, then all outstanding Units shall automatically vest at Target Award levels upon such termination, and such vested Units shall be paid in cash (not shares of Common Stock) as soon as administratively practicable following the date of such termination and no later than five (5) business days thereafter. The amount of cash to be paid to Employee in respect of each vested Unit under this Section 7(b) shall be equal to the greater of (y) twelve dollars (\$12.00) or (z) the Fair Market Value (as defined in the Plan) of a share of Common Stock as of the trading date immediately prior to the closing date of the Change-in-Control Transaction.

(c) Definition of Change-in-Control Transaction. For purposes of this Agreement, “Change-in-Control Transaction” means:

(i) the acquisition, directly or indirectly, by any individual, entity or group of the power to vote, or control the voting with respect to, shares representing more than fifty percent (50%) of the total voting power of the Company’s then outstanding voting securities, provided, however, that a Change-in-Control Transaction shall not result from (A) any such acquisition pursuant to a sale or other disposition of shares of the Company’s voting securities outstanding and currently owned by the trusts reporting ownership as a group pursuant to that certain Schedule 13D/A filed with the Securities and Exchange Commission on April 30, 2019 (the “Seller Trusts”); and (b) a change in the identity of any trustee of the Seller Trusts; or

(ii) a change in the composition of the Board of Directors of the Company as a result of which fewer than a majority of the directors are “Incumbent Directors.” “Incumbent Directors” shall mean directors who either (A) are directors of the Company as of the date hereof or (B) are elected, or nominated for election, to the Board with the affirmative votes (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for election as a director without objection to such nomination) of at least three-quarters of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors of the Company);

provided, however, that in no event shall a “Change in Control Transaction” be deemed to be a Sale Transaction.

#### 8. Payment of Units.

(a) Except as provided under Section 7, payment in respect of the vested Units (i.e., Units earned for the Performance Period) shall be made in shares of Common Stock and shall be issued to Employee as soon as administratively practicable following the filing of the Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (the final fiscal year of the Performance Period), and in any event within thirty (30) days following such filing and in all circumstances during the calendar year 2022. The Company shall (i) issue and deliver to Employee the number of shares of Common Stock equal to the number of vested Units, and (ii) enter Employee’s name on the books of the Company as the stockholder of record with respect to the shares of Common Stock delivered to Employee.

(b) If Employee is deemed a “specified employee” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (including the regulations promulgated thereunder, the “Code”), as determined by the Committee, at a time when Employee becomes eligible for payment in respect of the Units upon his or her “separation from service” within the meaning of Section 409A of the Code, then to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, such settlement will be delayed until the earlier of: (i) the date that is six months following Employee’s separation from service and (ii) Employee’s death.

9. Transferability; Other Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, the Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Employee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Units will be forfeited by Employee and all of Employee’s rights to such Units shall immediately terminate without any payment or consideration by the Company.

10. No Rights as Stockholder. Employee shall not have any rights of a stockholder with respect to the shares of Common Stock underlying the Units, including, but not limited to, voting rights and the right to receive or accrue dividends or dividend equivalents. Upon and following the vesting of the Units and the issuance of shares, Employee shall be the record owner of the shares of Common Stock underlying the Units unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting and dividend rights).

11. No Right to Continued Service. Nothing contained in this Agreement shall be deemed to grant Employee any right to continue in the employ of the Company or any of its subsidiaries for any period of time or any right to continue his or her present or any other rate of compensation. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee’s Continuous Service at any time, with or without Cause. This Agreement shall not be construed as giving Employee, Employee’s beneficiaries or any other person any equity or interests of any kind in the assets of the Company or any of its subsidiaries or creating a trust of any kind or a fiduciary relationship of any kind between the Company or any subsidiary and any such person.

## 12. Tax Liability and Withholding; Employee Representations.

(a) Employee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to Employee pursuant to the Plan, the amount of any required withholding taxes in respect of the Units and shares of Common Stock or cash issuable or to be remitted upon payment thereof and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit Employee to satisfy any federal, state or local tax withholding obligation with respect to shares of Common Stock issuable upon payment of Units by any of the following means, or by a combination of such means:

(i) tendering a cash payment;

(ii) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to Employee as a result of the vesting of the Units; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law; or

(iii) delivering to the Company previously owned and unencumbered shares of Common Stock.

(b) Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Employee's responsibility and the Company (i) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the Units or the subsequent sale of any shares; and (ii) does not commit to structure the Units to reduce or eliminate Employee's liability for Tax-Related Items.

(c) Employee hereby represents and warrants to the Company that Employee has reviewed with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement, including the grant by the Company of the Units. Employee is relying solely on such advisors and not on any statements or representation of the Company or any of its agents. Employee understands that Employee will be solely responsible for any tax liability that may result to Employee as a result of the transactions contemplated by this Agreement, including the grant by the Company of the Units. Employee further understands that, as to matters involving an interpretation under the Plan, the Board of Directors of the Company (or the Committee) has complete authority to definitively interpret the Plan, which interpretation shall be final, conclusive and binding upon Employee.

## 13. Compliance with Law.

(a) The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and Employee with all applicable requirements of federal and state securities laws (collectively, the "Securities Laws") and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of the Securities Laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

(b) Employee acknowledges that the shares of Common Stock to be received upon the vesting of any Units may not have been registered under the Securities Act of 1933 or other applicable Securities Laws of any state. If such shares of Common Stock shall have not been so registered, Employee acknowledges and understands that the Company is under no obligation to register, under the Securities Laws, the shares of Common Stock received by Employee or to assist Employee in complying with any exemption from such registration if Employee should at a later date wish to dispose of the shares of Common Stock. Employee acknowledges that, if not then registered under the Securities Laws, any certificates representing the shares of Common Stock shall bear a legend restricting the transferability thereof in substantially the following form:

The shares represented by this certificate have not been registered or qualified under federal or state securities laws. The shares may not be offered for sale, sold, pledged or otherwise disposed of unless so registered or qualified, unless an exemption exists or unless such disposition is not subject to the federal or state securities laws. In its discretion, the Company may require that the availability of any exemption or the inapplicability of such securities laws be established by an opinion of counsel, the form and substance of which opinion shall be reasonably satisfactory to the Company.

14. Limitation on Payments. In the event that the payments, consideration, compensation and benefits provided for in this Agreement together with the payments, consideration, compensation and benefits under all other plans, arrangements and agreements applicable to Employee (i) constitute “parachute payments” within the meaning of Section 280G of the Code and (ii) but for this Section 14, would be subject to the excise tax imposed by Section 4999 of the Code, then Employee’s payments, consideration, compensation and benefits under this Agreement will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Employee on an after-tax basis, of the greatest amount of payments, consideration, compensation and benefits, notwithstanding that all or some portion of such payments, consideration, compensation and benefits may be taxable under Section 4999 of the Code. If a reduction in payments, consideration, compensation and benefits constituting “parachute payments” is necessary so that parachute payments are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted “contingent on a change in ownership or control” (within the meaning of Code Section 280G), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive’s equity awards.

Unless the Company and Employee otherwise agree in writing, any determination required under this Section 14 will be made in writing by an independent accounting firm designated by the Company that is reasonably acceptable to the Employee (the “Accountants”), whose determination will be conclusive and binding upon Employee and the Company for all purposes. The Company shall cause such determination to be made before the due date for payment of any amounts that become payable pursuant to Section 14 hereof. For purposes of making the calculations required by this Section 14, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Employee will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 14.



15. Notices. All notices and other communications required under this Agreement will be in writing and will be deemed to have been duly given two days after mailing, via certified mail return-receipt requested, to the applicable party at the following addresses:

If to the Company:           GWG Holdings, Inc.  
                                  Attention: Chief Executive Officer and  
                                  Chief Financial Officer  
                                  220 South Sixth Street, Suite 1200  
                                  Minneapolis, MN 55402  
                                  Facsimile: (612) 746-0445

If to Employee:           Murray T. Holland  
                                  4416 N. Versailles Ave.  
                                  Dallas, Texas 75205

16. General Provisions.

(a) The Units are granted pursuant to the Plan and are governed by the terms thereof. The Committee shall have the sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the Committee with respect thereto and to this Agreement shall be final and binding upon Employee.

(b) Nothing herein expressed or implied is intended or shall be construed as conferring upon or giving to any person, firm, or corporation, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

(c) The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

(d) This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A of the Code.

(e) Each party agrees to execute such further documents as may be necessary or desirable to effect the purposes of this Agreement.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

(g) This Agreement, in its interpretation and effect, shall be governed by the laws of the State of Minnesota applicable to contracts executed and to be performed therein, and without regard to any of such state's conflicts-of-law provisions.

(h) This Agreement and the Plan embody the entire agreement made between the parties hereto with respect to the matters covered herein and shall not be modified except by a writing signed by the party to be charged.

*Signature page follows.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GWG HOLDINGS, INC.

By: /s/ William Acheson  
Name: William Acheson  
Title: CFO

EMPLOYEE

By: /s/ Murray T. Holland  
Name: Murray T. Holland

**Exhibit A**  
**to**  
**Performance Share Unit Agreement**  
(Fiscal 2019-2021 Awards)

Name of Employee: Murray T. Holland

Performance Period: The “Performance Period” shall be the period commencing on April 26, 2019 and ending on December 31, 2021.

Amount of Target Award: 129,717 Units (determined by dividing \$1.375 million by the closing stock price of \$10.60 on May 30, 2019)

Performance Goals: As part of establishing performance parameters for each year during the Performance Period, the Committee will consider the accomplishment of goals that may be established by the Committee or Board of Directors from time to time and/or other goals that the Committee determines are appropriate.

The Committee will determine (i) whether, and to what extent, the performance goals have been satisfied on a cumulative basis over the three year Performance Period (giving weight to performance goals as it deems appropriate), and (ii) the number of Units that will vest and be paid to Employee in shares of Common Stock. Such determination will be made promptly following the Company’s filing with the Securities and Exchange Commission of its Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (the final fiscal year of the Performance Period) (and no later than thirty (30) days after such filing).

The “Target Award” level under this Agreement represents the number of Units that would vest and be paid in shares of Common Stock if the Committee determines that cumulative performance goals have been satisfied in all material respects. The Committee may elect to vest and pay out a lesser number of Units if it determines that performance goals have been satisfied only in part, or may elect to vest and pay out a greater number of Units if it determines that performance has exceeded the goals; provided, however, that the maximum number of Units that may vest and be paid out under this Agreement is 200% of the Target Award.

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