

FRANCHISE DISCLOSURE DOCUMENT

GOOSEHEAD INSURANCE AGENCY, LLC

a Delaware limited liability company
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Goosehead Insurance Agency, LLC offers franchises for businesses that will offer various insurance products to customers, from a variety of insurance carriers.

The total investment necessary to begin operation of a Goosehead Insurance Agency business is between \$41,~~000~~500 and \$116,500, which includes \$26,500 - \$66,000 that must or may be paid to the franchisor or an affiliate.

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payments to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact P. Ryan Langston, General Counsel, Goosehead Insurance Agency, LLC, 1500 Solana Boulevard, Suite 4500, Westlake, TX 76262 (telephone: 214-838-5500).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issued: April ~~2, 2019~~3, 2020

~~STATE COVER PAGE~~

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

<u>QUESTION</u>	<u>WHERE TO FIND INFORMATION</u>
<u>How much can I earn?</u>	<u>Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.</u>
<u>How much will I need to invest?</u>	<u>Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.</u>
<u>Does the franchisor have the financial ability to provide support to my business?</u>	<u>Item 21 or Exhibit F includes financial statements. Review these statements carefully.</u>
<u>Is the franchise system stable, growing, or shrinking?</u>	<u>Item 20 summarizes the recent history of the number of company-owned and franchised outlets.</u>
<u>Will my business be the only Goosehead Insurance business in my area?</u>	<u>Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.</u>
<u>Does the franchisor have a troubled legal history?</u>	<u>Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.</u>
<u>What's it like to be a Goosehead Insurance franchisee?</u>	<u>Item 20 or Exhibit E list current and former franchisees. You can contact them to ask about their experiences.</u>
<u>What else should I know?</u>	<u>These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.</u>

WHAT YOU NEED TO KNOW ABOUT FRANCHISING GENERALLY

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires ~~a franchisor~~ franchisors to register ~~or file with a state franchise administrator~~ before offering or selling ~~in your franchises in the state.~~ Registration does not mean that the state. ~~REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.~~

~~Call the~~ recommends the franchise or has verified the information in this document. To find out if your state ~~franchise administrator listed~~ has a registration requirement, or to contact your state, use the agency information in Exhibit C ~~for information about the franchisor, or about franchising in your state.~~ .

~~MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.~~

~~Please consider~~ Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

SPECIAL RISKS TO CONSIDER ABOUT *THIS* FRANCHISE

Certain states require that the following ~~RISK FACTORS~~ before you buy this franchise risk(s) be highlighted:

1. ~~THE **FRANCHISE AGREEMENT** REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN TEXAS. OUT-OF-STATE MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR ARBITRATE WITH US IN TEXAS THAN IN YOUR OWN STATE.~~
2. ~~THE **FRANCHISE AGREEMENT** STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.~~
3. ~~THE **FRANCHISEE** WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$41,000 TO \$116,500. THESE AMOUNTS EXCEED THE GUARANTOR'S STOCKHOLDERS' EQUITY AS OF DECEMBER 31, 2018, WHICH IS (\$25,203,000).~~
4. ~~YOU MUST MAKE MINIMUM ROYALTY FEE PAYMENTS REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.~~
5. ~~THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We may pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.~~

~~Effective Date: See the next page for state effective dates.~~

STATE EFFECTIVE DATES

~~The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.~~

~~This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:~~

STATE	EFFECTIVE DATE
California	April 19, 2019

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with us by mediation and arbitration in Texas. Out of state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and arbitrate in Texas than in your own state.

Minimum Royalty Fees. You must make minimum royalty fee payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

GOOSEHEAD INSURANCE AGENCY, LLC

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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is Goosehead Insurance Agency, LLC (“**Goosehead**” or “**Goosehead Insurance**”). In this Franchise Disclosure Document, when we refer to Goosehead Insurance we sometimes use the words “**we**,” “**us**” or “**our**.” A person who buys a franchise from us is called “**you**” in this Franchise Disclosure Document. If you are a corporation, partnership, limited liability company, or other entity, “**you**” also includes your owners.

The Franchisor, Parents and Affiliate

We were originally formed as a Texas limited liability company organized on May 16, 2008. We were reorganized as a Delaware limited liability company on November 7, 2012. Our principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. We do business under the name GOOSEHEAD INSURANCE. We do not do business under any other name. Our agents for service of process are listed in Exhibit D. We do not have any predecessors.

We are a wholly owned subsidiary of our parent company, Goosehead Insurance Holdings, LLC (“**GH Holdings**”), a Delaware limited liability company organized on October 13, 2016. GH Holdings’ principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. GH Holdings does not offer any type of franchise, nor has it offered franchises in the past.

GH Holdings’ parent company is Goosehead Financial, LLC (“**GH Financial**”), a Delaware limited liability company organized on December 22, 2015. GH Financial’s principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. GH Financial does not offer any type of franchise, nor has it offered franchises in the past.

GH Financial’s parent company, our ultimate parent company, is Goosehead Insurance, Inc. (“**GSHD**”), a Delaware corporation organized on November 13, 2017. GSHD is publicly traded on the NASDAQ stock exchange under the ticker symbol GSHD. GSHD is a guarantor of our obligations under our franchise agreements, and GSHD’s financial statements are attached to this Disclosure Document in Item 21 and Exhibit F. GSHD does not offer any type of franchise, nor has it offered franchises in the past.

We are an affiliate of Texas Wasatch Insurance Services, L.P. (“**TWG**”), which did business under the trade name TWG Insurance until the second half of 2014. TWG now does business under the “Goosehead Insurance” name. TWG’s principal place of business is 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262. Goosehead and TWG share the same executive team and ownership group. TWG provides Goosehead and Goosehead franchisees with management services, information technology and accounting services, training, marketing support, insurance carrier access, client relationship management systems and certain other services. TWG does not offer any type of franchise, nor has it offered franchises in the past.

Our Experience

We began offering franchises on November 22, 2011. From our inception until November 22, 2011, we did not have any active business activities. We do not offer or sell insurance products (other than in support of the System), and we do not operate businesses of the same type as franchises in this Franchise Disclosure Document (the “**Disclosure Document**”). We do not engage in any other business, other than the operation of the franchise system described in this Franchise Disclosure Document.

Our affiliate, TWG, engages in the insurance services business under the name “Goosehead Insurance” and using the Proprietary Marks. TWG has been operating as a national independent insurance agency since 2003. The company has offices in Westlake, Texas, Irving, Texas, Ft. Worth, Texas, Houston, Texas, The Woodlands, Texas, Austin, Texas, and Rosemont, Illinois. TWG has never offered franchises in any line of business.

The Franchises We Offer

We offer a franchise program under the name “Goosehead Insurance” offering various insurance products to clients from a variety of insurance carriers (the “**Franchised Business**”). The Franchised Business is generally identified by the trademarks and service marks identified in Item 13 (the “**Proprietary Marks**”). The Franchised Business operates using certain business processes, technologies, trade secrets, carrier contracts, client lists, knowledge, know-how, trade names, service marks, trademarks, logos, emblems, trade dress and other intellectual property; distinctive signage; standards and specifications for services, products, supplies, appearance, operations and management control; safety standards; training and assistance; purchasing programs; and advertising, marketing, promotional and sales programs; which may be developed or changed, discontinued, improved, modified and further developed by us from time to time (the “**System**”).

The types of insurance offered by the Franchised Businesses include property and casualty insurance (for example, homeowners, automobile, boat, recreational vehicle and umbrella policies) for individuals and small businesses. If you meet the necessary state licensing requirements and our standards, you may also offer life insurance and commercial insurance through the Franchised Business. All insurance offered by the Franchised Business must be through approved ~~carriers~~carriers that we have appointments with. Franchised Businesses may not offer any insurance products through excess and surplus lines carriers unless we are appointed with the carriers. There is no guarantee that, as a franchisee, you will have access to all insurance carriers servicing the System, as there may be geographical exceptions to carrier availability (for example, states where a carrier cannot provide insurance). We intend to leverage the combined purchasing power of the Franchised Businesses and TWG’s ongoing relationships with carriers to obtain favorable commission rates. Our System also provides access to exclusive products with our insurance carriers.

A key feature of the System as of the date of this Franchise Disclosure Document is the robust back-office services we provide to each Franchised Business. In particular, we manage the ongoing client service needs from our centralized contact centers currently located in Westlake,

Texas and Henderson, Nevada. This includes policy changes, proof of insurance, policy inquiries and other client service needs. All of our client service employees are highly trained, licensed insurance agents, focused on driving high retention and creating new revenue opportunities through cross-selling and up-selling. In addition, our back-office services provide front-end quality control audits, premium trust accounting, commission accounting, business analytics and access to our customized technology platform.

The Market

The market for insurance services is well established. Your competitors will include independent insurance brokerages and captive insurance agents. We are aware of a number of other franchised insurance brokerages that have developed systems or are in the process of developing them. We are not aware of any competing systems that offer an equivalent value proposition to ours with current operations in the markets in which we offer franchises.

As a result of the Covid-19 global pandemic affecting the United States beginning in 2020, some state governments and possibly the federal government have either ordered or suggested that residents shelter in place and practice social distancing. We cannot predict how long these conditions will last, or what impacts this will have on our business or that of our franchisees.

Applicable Regulations

If you purchase rights to operate a Franchised Business, your business will be subject to laws, regulations and ordinances that are applicable to businesses generally. You will also be subject to laws specific to the insurance industry. Insurance services are primarily regulated by individual states, but there may also be federal laws that affect some aspects of your business. You must be licensed to sell insurance in your state and any other states for which you may issue or service insurance policies. All employees of the Franchised Business who will sell insurance (“Producers”) must also be licensed. On an annual basis you must provide to us proof that all Producers employed by the Franchised Business are licensed. Some states may require multiple licenses applicable to different types of insurance. It is your responsibility to determine and obtain proper state and/or federal licensing that may be required to sell insurance. You must also comply with Executive Order 13224 which prohibits transactions with suspected terrorists or persons or organizations associated with suspected terrorists and the USA Patriot Act and the International Money Laundering Statement and Anti-Terrorist Financing Act of 2001 which impose anti-money laundering requirements on a broad variety of “financial institutions.” You will also have to comply with certain federal laws, such as the Gramm Leach Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act and the Financial Services Modernization Act. You should consult with a lawyer and investigate the specific laws and regulations applicable to your business.

ITEM 2
BUSINESS EXPERIENCE

Chairman and Chief Executive Officer: Mark E. Jones

Mr. Jones is one of our co-founders and has served as our Chief Executive Officer since our founding in May 2008. He is also a co-founder and the Chief Executive Officer of TWG in Westlake, Texas and has been TWG's Chief Executive Officer since October 2003. He is also the Chief Executive Officer and Chairman of the Board of Directors of GSHD.

Vice Chairman: Robyn Jones

Ms. Jones is one of our co-founders and has been our Vice Chairman since May 2008. She is the founder of TWG, located in Westlake, Texas, and has been its Vice Chairman since October 2003. She currently serves as the Vice-Chairman of the Board of Directors of GSHD.

President and Chief Operating Officer: Michael C. Colby

Mr. Colby has been our President since March 2016 and our Chief Operating Officer since September 2011. From September 2011 to March 2016, he also served as our Executive Vice President. He joined TWG, in Westlake, Texas, in May 2006 as Controller, was promoted to Chief Financial Officer in July 2010, and now serves as TWG's President since March 2016 and Chief Operating Officer since September 2011.

Chief Financial Officer: Mark Colby

Mr. Colby has been our Chief Financial Officer since November 2016. From July 2015 to November 2016, he served as our Vice President of Finance. From January 2014 to July 2015, he was our Controller. Since November 2016, Mr. Colby has been the CFO for TWG. From October 2009 to October 2012, he worked in Transaction Services for Ernst & Young LLP in Dallas, Texas.

Vice President and General Counsel: Patrick Ryan Langston

Mr. Langston joined Goosehead Insurance as our Vice President and General Counsel in December 2014. Mr. Langston also serves as the General Counsel of TWG since December 2014. Before joining us, Mr. Langston was an attorney with the firm of Strasburger & Price, LLP in Frisco, Texas from August 2009 to December 2014.

Vice President: Michael Moxley

Mr. Moxley has been a Vice President since December 2014. He is also a Vice President of TWG since December 2014. From November 2013 to December 2014, he held the position of Director – Service Delivery for Transcom in San Antonio, Texas. From January 2012 to November 2013, Mr. Moxley was the Director – Global Accounts for Alorica, Inc. in San Antonio, Texas.

Vice President: Megan Bailey

Ms. Bailey is our Vice President and a Vice President of TWG effective January 2018. She was our Director of Franchise Sales from November 2011 to January 2018.

Vice President: Matthew Colby

Mr. Colby is our Vice President effective January 2018. He was our Director of Agency Sales from June 2015 to January 2018. Mr. Colby joined TWG in Westlake, Texas in 2007 and was a Manager from 2008 until June 2015.

Chief Information Officer: Drew Burks

Mr. Burks is our Chief Information Officer effective January 2018. He was our Director of Information Systems from January 2016 to January 2018. From August 2014 until January 2016, Mr. Burks served as the Director of Risk Management. He also served as the Director of Risk Management of TWG in Westlake, Texas from October 2006 to January 2016 and currently serves as TWG's CIO since January 2018.

Managing Director of Product and Training: Lauren Menuey

Ms. Menuey is our Managing Director of Product and Training effective January 2018. She was our Product and Training Manager from May 2014 to January 2018. From March 2009 to May 2014, Ms. Menuey held the position of Senior Territory Sales Manager for Progressive Insurance in Fort Worth, Texas.

Managing Director of Business Development: Marissa Brumbeloe

Ms. Brumbeloe has been our Managing Director of Business Development since January 2017. She joined us in September 2012 as a Sales Manager and served in that capacity until January 2014 when she became Manager of Business Development. She has been Manager of Business Development since that time. Before joining us, Ms. Brumbeloe was a Sales Manager for State Farm Insurance in Richardson, Texas from January 2011 to September 2012.

ITEM 3
LITIGATION

~~No litigation is required to be disclosed in this Item.~~

[Goosehead Insurance Agency, LLC v. Williams Insurance and Consulting, Inc. \(Case No. 4:19-cv-01040-O, N.D. Texas\). Williams Insurance and Consulting, Inc. is a former franchisee of ours. On August 20, 2019, we notified we were terminating their franchise agreement with us because they were operating a competing insurance business in violation of the franchise agreement. In contravention of the forum selection clause of the franchise agreement, Williams Insurance filed a wrongful termination lawsuit against us in Michigan \(captioned Williams Insurance and Consulting, Inc. v. Goosehead Insurance Agency, LLC \(Case No. 19-cv-13706, E.D. Michigan\)\).](#)

On December 17, 2019, that case was removed and transferred to the United States District Court for the Northern District of Texas as the case noted above. No further action has taken place in this matter.

Goosehead Insurance Agency, LLC, Robert Prescott, and Prescott Insurance Agency, LLC d/b/a Goosehead Insurance v. Peek Insurance Agency LLC, Brandon Peek, and Kathryn Peek (Case No. 19C0898-202, 202nd Judicial District Court, Bowie County, Texas). The plaintiffs in this case, which included us, filed a petition on June 11, 2019 seeking an injunction against a former Goosehead Insurance franchisee who, following the sale of their franchised business, violated the non-competition and confidentiality provisions of their franchise agreement. On February 20, 2020, the parties entered into an agreed judgment and settlement agreement pursuant to which, among other things, the defendants agreed to comply with the terms of the franchise agreement and to make a payment to us.

During 2019, we filed the following two collection actions against franchisees for failure to make payments to us:

Goosehead Insurance Agency, LLC v. Ngo (Case No. 19CIV12988KCX, Superior Court for King County, Washington), filed October 16, 2019.

Goosehead Insurance Agency, LLC v. Aguilar (Case No. 2019-010319-2, Tarrant County, Texas), filed December 30, 2019.

Other than the four cases above, no litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 **INITIAL FEES**

Initial Franchise Fee

For a single franchise, the Initial Franchise Fee will range between \$25,000 and \$60,000, depending on the geographic region the franchised business will be located in.

If your franchise will be operated in Louisiana, Oklahoma or Texas, then the Initial Franchise Fee is \$60,000. This may be paid in one of two ways. First, you may elect to pay your Initial Franchise Fee at signing in which case you will receive a \$20,000 discount. Second, you may elect to pay \$10,000 at signing. The remaining \$50,000 balance will be paid in monthly installments of \$833.33 beginning on the first day of the sixth month after training, according to the terms of the promissory note attached to the Franchise Agreement as Exhibit F (the “**Promissory Note**”).

If your franchise will be operated in a state outside of Louisiana, Oklahoma or Texas, then the Initial Franchise Fee is \$40,000. This may be paid in one of two ways. First, you may elect to pay your Initial Franchise Fee at signing in which case you will receive a \$15,000 discount. Second, you may elect to pay \$10,000 at signing. The remaining \$30,000 balance will be paid in monthly installments of \$500 beginning on the first day of the sixth month after training, according to the terms of the Promissory Note.

The Initial Franchise Fee is uniformly applied. The Initial Franchise Fee is fully-earned upon receipt and, once you or any of your personnel begin(s) the initial training program, the Initial Franchise Fee becomes non-refundable in consideration of administrative and other expenses that we incur in providing you with training, carrier appointments, and pre-opening assistance as part of the initial launch of the Franchised Business.

Insurance

You must purchase Commercial General Liability Insurance, Property Insurance, and Professional Liability (Errors & Omissions) Insurance. You must also purchase the following types of insurance if applicable: Business Automobile Liability Insurance (if your agency owns a vehicle), Employer's Liability and Worker's Compensation Insurance (if you hire an employee), Umbrella Liability Insurance (if you write commercial insurance), and Cyber Risk Insurance (if a group policy is not available through Goosehead). You may purchase some or all of these through TWG or from any approved carrier. We may require you to obtain additional insurance in the future. Please refer to the Manual for more details on our current insurance requirements. If you purchase some or all of your required insurance through TWG, your payment for the first year of coverage will be due to us before you open. Your total cost for premium payments for the first year will be between \$1,500 and \$6,000, depending on the types of insurance coverage you purchase through TWG and your coverage amounts.

Any fees paid for insurance coverage purchased through TWG are fully-earned upon receipt and are non-refundable. Please see Item 6, Note 10 and Item 7, Note 6 for more information.

ITEM 6 **OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	20% of Gross Revenues on policies in their initial term and 50% of Gross Revenues on policies in their renewal terms, subject to the Minimum Royalty (See Note 1)	See Note 1	See Note 1
Marketing Contribution	Up to 2% of Gross Revenues	Same as Royalty Fee, on demand	See Note 2

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	15% to 100% of the Initial Franchise Fee <u>\$5,000 to \$40,000. See Note 3.</u>	At time of transfer	See Note 3
Audit Fee	2% interest per month on unpaid amount and our cost of audit	On demand, after audit	See Note 4
Taxes	Amount required to reimburse us for certain taxes imposed on payments to us	On demand	See Note 5
Interest on Overdue Payments	18% per year on underpayment (See Note 6)	On demand	Only due if there are any past due payments to us, measured from the payment was originally due until it was actually paid
Product Evaluation Fee	The reasonable cost of inspection, as well as the actual cost of the test	On demand	See Note 7
Inspection Fee	Our costs and expenses of correcting uncured deficiencies from inspections	On demand, after inspection	See Note 8
Costs and Attorneys' Fees	Will vary under circumstances	Upon demand	Only due if you default under the Franchise Agreement, you must reimburse us for our expenses (including reasonable attorneys' fees) in enforcing or terminating the Franchise Agreement. Also, if you enter into a Promissory Note and we bring an action to enforce payment, you must reimburse our reasonable attorneys' fees and costs.

Type of Fee	Amount	Due Date	Remarks
Securities Offering Fee	\$10,000 or our actual expenses, whichever is greater	Upon demand	Only due if you engage in a securities offering, you must reimburse us for our reasonable costs and expenses (including legal and accounting fees) to evaluate your proposed offering and you also must indemnify us (see above).
Replacement and additional Training	Up to \$400 per day	Upon receipt of additional training, if applicable	See Note 9
Insurance	\$2,000 - \$5,000	On demand	See Note 10
Technology Fee	\$350 for the first user and \$275 for each additional user	Monthly	See Note 11
Book of Business Valuations	\$1,000 per valuation	On demand, before valuation	See Note 12
Relocation Fee	\$500	At the time you request relocation of the Franchised Business	See Note 13

Notes:

Except as otherwise described, all fees are imposed by and payable to us and are uniformly applied to new franchisees (however, in some instances in which it is appropriate to do so, we may waive some or all of these fees for a particular franchisee). We reserve the right to change the terms in the future for later franchisees. All fees are non-refundable.

1. We will receive all Commissions (defined below) from insurance carriers. We will receive all Premiums, Policy Fees and Agency Fees (as each of those terms are defined below) on your behalf. In the event that any Premiums, Policy Fees, or Agency Fees are received directly by you, these funds must be forwarded to us within 24 hours of receipt. Beginning on the ~~date~~first day of the first month that you, your Agency Principal, your Manager, or any of your employees (including producers) ~~begin operations under the Franchise Agreement(s)~~ the initial training program prior to opening your Franchised Business (the “**Commencement Date**”), we will remit to you Net Revenues on a monthly basis. The following terms have the following meanings:

“**Agency Fees**” means fees that are charged by you for issuing a new policy pursuant to the Manual.

“Commission” means the fees paid in cash to us, by insurance carriers as a percentage of the Premiums generated by insurance policies sold by the Franchised Business, on all new and renewal policies.

“Gross Revenues” means the amount of Commissions and Agency Fees received, net of reversals of Commissions for policy cancellations or policy changes and net of Agency Fee refunds, for insurance services provided by the Franchised Business; Gross Revenues does not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any insurance carrier.

“Minimum Royalty” means a minimum monthly Royalty Fee payment, beginning six months after the Commencement Date, in the following amounts:

Number of Months following the Commencement Date	Amount of Monthly Minimum Royalty
6 to 18	\$600
19 and for the remainder of the term of the Franchise Agreement	\$1,000

“Month” means a calendar month or such other four to five week period that we may designate (provided that there will not be more than 13 “Months” during any year).

“Net Revenues” means Gross Revenues net of all amounts due to us under the Franchise Agreement, including Royalty Fees, Marketing Contributions (if applicable), Technology Fees, and payments due to us under the Promissory Note (if applicable).

“Premiums” means fees that are paid to the insurance carrier for insurance coverage.

“Policy Fees” means fees to be paid to the insurance carrier for the issuance of a policy.

The **“Royalty Fee”** will be the following amounts: **(a)** the greater of (i) 20% of Gross Revenues on insurance policies in their initial term, or (ii) the Minimum Royalty (defined below); and **(b)** 50% of Gross Revenues on policies in their renewal terms and policies written for existing customers on the same risk profile within a one-year period of the cancellation of their existing policy (also known as **“re-writes”**).

The **“Technology Fee”** will be an amount necessary to reimburse us for our costs of providing required software to you. The Technology Fee may vary during the term of this Agreement, and we have the right to adjust the amount of the Technology Fee to account for our increased or decreased costs, separate from the Index. See Note 11 below.

Once a Month, the insurance carriers will send a commission report and Commissions earned by you, to us. On the 25th day of each Month, unless the Franchise Agreement has been terminated for any reason, we will pay to you the Net Revenues for all policies identified in a commission detail report that we receive from the insurance carrier. If the Franchise Agreement has been

terminated, then you are no longer entitled to the Net Revenues regardless of when the Commissions were earned. Please note that we expect each insurance carrier to submit commission detail reports on a Monthly basis for all policies written during the preceding Month by no later than the 20th day of the subsequent Month. But, if a carrier does not provide us with a commission detail report (and the applicable Commission) by the 20th day of the Month, or if a policy is not identified in the commission detail report we receive, you will not receive the Net Revenues for those policies until the insurance carrier provides us with the appropriate report and/or Commissions. We may delay or withhold payment of Net Revenues — on a policy by policy basis — for any policy for which you fail to observe the risk management procedures we prescribe in the Manual, including that you obtain a signed application from the customer and provide all required documentation. If we review your accounting and client records and find that you have not forwarded to us any Premiums, Policy Fees and/or Agency Fees that you collect, then we may pay the appropriate Premiums and Policy Fees to the insurance carrier. You will be responsible for reimbursing us for those amounts and the applicable Agency Fees, in addition to paying a fee to us to cover our reasonable expenses in processing those payments and interest on those amounts, at the rate of 2% per Month, or if less, the maximum rate permitted by law. We have the right to set-off as part of Net Revenues any amounts you owe to us.

2. We do not currently, but have the right to require you to make a Marketing Contribution. If we require you to make a Marketing Contribution, we will have the right to allocate the Marketing Contribution in the proportion that we designate among the following:

- the System wide marketing and promotional fund (the “**Brand Fund**”); and
- local marketing, which we may allocate between: (a) any regional marketing fund established for your area (a “**Regional Fund**”); and (b) funds that you will spend on local marketing and promotion.

See Item 11 for more information.

3. If you or any person holding an interest in the Franchised Business of the Franchise Agreement wishes to transfer 5% or more of the outstanding interest in the Franchise Agreement, in the entity operating the Franchised Business or in the Franchised Business, we may require you to pay us a fee as a condition of transfer. This transfer fee will be ~~15% of the Initial Franchise Fee~~ \$5,000 if the transfer is to another franchisee currently operating within the System with a manager that has successfully completed all training programs then in effect. If you complete a transfer to an individual or entity not currently operating within the System, then the transfer fee ~~shall be 100% of the Initial Franchise Fee.~~ is \$40,000 if the transfer is for a Franchised Business operated in Texas, Oklahoma, or Louisiana, or \$25,000 if the transfer is for a Franchised Business operated outside of Texas, Oklahoma, or Louisiana. This fee is necessary to reimburse us for our reasonable costs and expenses associated with reviewing the application to transfer, including legal and accounting fees, and training the new franchisee. You are not required to pay to us a transfer fee (although you must reimburse us for the legal and accounting costs and expenses we incur) for the following transfers: (a) for the convenience of ownership, (b) to members of transferor’s immediate family, or (c) to an individual employed by you in connection with the Franchised Business for at least 24 consecutive months before the transfer. The waiver of a transfer fee for certain transfers does not waive any other requirements for transferees, including the fact that all transferees must be approved and meet our standards.

4. If an independent audit of your books reveals an underpayment of monies owed to us, you must immediately pay to us the amount underpaid plus interest on this underpaid amount at the rate of 2% per month (or, if less, the maximum rate permitted by law) from the date the amount was due, and for the costs and expenses of the audit. We do not expect the costs of any audit to exceed \$10,000.
5. You must pay to us an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on us with respect to any payments you make to us, unless the tax is credited against income tax otherwise payable by us.
6. If any payment is received by us more than 15 days past due, you must pay to us immediately upon demand, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of 2% per month, or if less, the maximum rate permitted by law.
7. If you want to buy or sell any products (including but not limited to insurance products), services or any item from an unapproved carrier, vendor, or supplier, then you must first submit a written request to us asking for our prior written approval. We have the right to require that our representatives be permitted to inspect and vet the product, software, or service. You (or the carrier, vendor, or supplier) may be required to pay a charge, not to exceed the reasonable cost of the inspection and the vetting, as well as the actual cost of any tests. See Item 8.
8. If, as a result of a site-visit, on-site review or consultation, any deficiencies related to the Franchised Business are identified, you must correct the deficiency within a reasonable time as we may designate in writing. If you fail to correct the deficiencies in a manner satisfactory to us, we may take any action as is necessary to correct the deficiency and you must reimburse us on demand for our reasonable costs and expenses in connection with this action including, but not limited to, the costs for completing the inspection and correcting the deficiencies. We do not expect any inspection costs to exceed \$5,000.
9. If you (or your Operating Principal, defined below) or your Manager (defined below) cease active management or employment at the Franchised Business, then you must enroll a qualified replacement in our initial training program within thirty 30 days. We may also require that your Operating Principal, Managers, Producers and employees attend such additional courses, seminars, and other training programs as we may reasonably require periodically, for which we may charge this fee. This fee is in addition to costs that you may incur in completing required training at our headquarters (e.g. lodging, meals, transportation).
10. You must purchase Commercial General Liability Insurance and Professional Liability (Errors & Omissions) Insurance. You must also purchase the following types of insurance if applicable: Business Automobile Liability Insurance (if your agency owns a vehicle), Employer's Liability and Worker's Compensation Insurance (if you hire an employee), Umbrella Liability Insurance (if you right commercial insurance), and Cyber Risk Insurance (if a group policy is available through Goosehead). You may purchase some or all of these through TWG or from any approved carrier. We may require you to obtain additional insurance in the future. Please refer to

the Manual for more details on our current insurance requirements. You are not required to buy any of these types of insurance through TWG, but you may elect to do so. The estimate in the chart represents the full premium payments for the first year for all insurance policies currently required. Please see Item 7, Note 6 for more information on the types of insurance and coverage amounts.

11. You will pay to us a monthly “**Technology Fee**” of \$350 for the first user and \$275 for each additional user, to use the “Salesforce.com” customized software, Goosehead’s proprietary comparative rater, “EZLynx” software, and/or other comparative rater software that we require, Microsoft Office (or similar product), e-mail accounts, webpage maintenance, spam filter and virus protection. This fee will also include access to our helpdesk, which is open 24 hours a day, 7 days a week, for assistance with network, PC/laptop, printer and mobile device issues. The amount of this fee is expected to increase each year based on the cost of additional software and processes made available to you. Please see Item 11 for more information on the computer and software requirements.

12. If you ask us to prepare a valuation of your franchise for any reason (for example, in preparation for transferring or selling your franchise), we may require you to pay us a fee of \$1,000. This fee must be paid before we begin preparation of the valuation to compensate us for our costs and expenses associated with conducting an analysis and valuation of your franchise. Any valuations we prepare for you are intended to be informational only and only one component of your analysis of the value of your franchise. You are ultimately responsible for determining the value of your own business.

13. You may not relocate the Franchised Business without our prior written consent. Any proposed relocation will be subject to our review of the proposed new site under our then-current standards for site selection, and we will also have the right to take into consideration any commitments we have given to other franchisees, licensees, landlords, and other parties relating to the proximity of a new Goosehead Business to their establishment. You must pay this fee at the time you request the relocation of the Franchised Business.

14. We have the right to adjust, for inflation, all fixed-dollar amounts under the Franchise Agreement (except for the Initial Franchise Fee) once a year to reflect changes in the Index from the year in which you signed the Franchise Agreement. The term “**Index**” means the Consumer Price Index (1982-84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics (“**BLS**”). If the BLS no longer publishes the Index, then we will have the right to designate a reasonable alternative measure of inflation.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(Please review this table together with the notes that follow)

Expenditure Type	Amount-Low	Amount-High	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee (Note 1)	\$25,000	\$60,000	Single payment or monthly installments	Upon signing of Agreement and before attending training	Us
Lease, Improvements, Furniture, Fixtures, Utilities (Note 2)	\$2,000	\$6,000	As arranged	Before opening	Landlord, Vendors, Utility Providers
Rent (Note 3)	\$1,000	\$4,000	As arranged	As arranged	Landlord
Signage and Media (Note 4)	\$500	\$2,500	As arranged	Before opening	Us, Vendors
Office Equipment and Startup Supplies (Note 5)	\$3,000	\$6,000	As arranged	Before opening, 1 st day of the month after opening	Us, Vendors
Insurance (Note 6)	\$2,000	\$5,000	As arranged	As incurred	Us, Vendors
Licenses (Note 7)	\$500	\$1,000	As arranged	According to statute or ordinance	Government Agencies
Professional Fees (Note 8)	\$1,000	\$5,000	As arranged	As arranged	Vendor
Training Expenses (Note 9)	\$500	\$7,000	As arranged	Before opening	Vendors
Additional Funds – 3 months (Note 10)	\$6,000	\$20,000	As arranged	As incurred	Employees, Vendors, Suppliers
TOTALS	\$41,000500	\$116,500			

Notes:

1. The Initial Franchise Fee will range between \$25,000 and \$60,000. Because the Initial Franchise Fee may be paid with a down payment of \$10,000 and then 60 months of monthly installments, the minimum amount of cash needed for the Initial Franchise Fee to commence operations (and for the first three months) is \$10,000. See Item 5 for more details.
2. We expect that you will lease commercial or retail office space. Depending on space availability and your landlord, you may need to arrange for improvements to the premises, the cost of which you may pay for up front or in the form of an increased rental rate. You will need to acquire general office furniture and fixtures. You will also need to arrange for the installation and hook-up of all utilities, including phone and Internet.
3. We expect that you will lease 200 to 1,200 square feet of office space, storage and sufficient parking. We expect that your monthly cost of rent will be between \$500 and \$2,000, but may be higher or lower. The cost of leasing a site can vary considerably depending upon such factors as location, size, and the local real estate market. For example, we expect that most franchisees will obtain their own office space of about 500 to 1,000 square feet and in that event, we expect the rent costs would be in the high end of the range provided. Under appropriate circumstances, a franchisee may sublet as little as 200 square feet of space from another business (like a mortgage company or a real estate brokerage) with whom the franchisee may have or may develop a referral relationship. In that case, we expect the rent costs would be in the low end of the range. The estimate in the chart includes a security deposit and your first month's rent payment for a total of two months' rent.
4. You must purchase signs and branded merchandise as we deem appropriate. If you operate a retail location, you will also be required to purchase external signage and your costs will be at the higher end of the range. If you do not operate a retail location, you are only required to purchase internal signage and your cost should be between \$500 and \$1,000.
5. Your equipment and startup supplies include a computer and certain general office or business software. Your computer must have a secure, continuous connection to the Internet. You will also need other office equipment, including a desk, color printer, phone and backup drive. You should also have a cell phone and a land line. You will pay a monthly fee to us of \$350 for the first user and \$275 for each additional user, to use the "Salesforce.com" customized software, the "EZLynx" and/or other comparative rater software, Microsoft Office, Adobe Acrobat, e-mail accounts, spam filter and virus protection. This fee will also include access to our helpdesk, which is open 24 hours a day, 7 days a week, for assistance with network, PC/laptop, printer and mobile device issues. The estimate above includes one month's payment of the computer and support fee for 1 user. If you have more than 1 user, your costs will be higher. Other than the computer and support fee, all fees for office equipment and startup supplies must be paid before opening. The first payment of the Technology Fee will be due to us on the first day of the month which may fall either on the day your Franchised Business opens, or after your Franchised Business opens. You should expect the amount of this Technology Fee to increase each year based on the cost of additional software and processes made available to you. The estimates in the chart reflect the

costs for 1 to 2 computers/computer users; if you need more your costs may be higher. Please see Item 11 for more information on the computer and software requirements.

6. You must obtain certain insurance, as we determine necessary. Currently, we require the following coverages: Commercial General Liability Insurance, (minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate per location) and Professional Liability (Errors & Omissions) Insurance (minimum of \$1,000,000 of coverage for every \$5,000,000 of annual written premium by you with a floor of \$1,000,000 of coverage and a maximum deductible of \$15,000 allowed).

We may also require you to obtain the following types of insurance: Business Automobile Liability Insurance covering all owned, non-owned, and hired automobiles; Employer's Liability and Worker's Compensation Insurance; Umbrella Liability; Property Insurance; and data theft and/or Cyber Risk Insurance.

You may choose to obtain some or all of the required insurance policies through TWG, but you are not required to obtain any through TWG. From time to time we may expand the insurance requirements and your coverage amounts. Please refer to the Manual for more details on our current insurance requirements. The estimate in the chart represents all premium payments for one year for all insurance policies currently required.

7. You must obtain a general business license, if applicable in your state. You will also need to obtain a license to sell insurance for your state and any other states for which you may issue or service insurance policies. Some states may require multiple licenses for different types of insurance. Consult your attorney regarding requirements in your state.

8. You may wish to engage a lawyer or an accountant to assist you in the review of this offering, the purchase of the franchise, forming a legal entity or in obtaining any necessary permits or licenses. Your costs may be higher if you wish for your advisor to be heavily involved in the start-up process.

9. You will not be required to pay any fees to attend our initial training program, but you will be responsible for all travel and living expenses which you, your Manager and any of your Producers incur and for your employees' wages while they are training. The costs will vary depending on the distance (if any) traveled, choice of accommodations and travel arrangements, and other similar factors. See Item 11 for more information on the training programs we offer.

10. This estimate includes your start-up expenses during your first three months of operation. These expenses include out-of-pocket expenses, like payroll taxes and expenses, royalty and other fees collected by us, rent, repairs and maintenance, advertising and marketing expenses, bank charges, state taxes, depreciation/amortization and other miscellaneous items. This range does not include an estimate of your (or your Manager's) salary. If you intend to draw a salary (or if you wish to employ a Manager who is not you) during the initial phase of business, you should modify these estimates accordingly. Your costs may be more or less depending on your management skill, experience and business acumen, local economic conditions, whether you have previously

operated as an insurance brokerage (and already have some of the items described in this Item) and your actual sales.

In formulating these estimates, we have relied on information provided to us by our franchisees who began operating before the date of this Disclosure Document, our experience and TWG's experience in the insurance services industry, and our officers' and directors' experience in the insurance services industry. All expenses paid to us or our affiliates are non-refundable. We will not finance any part of the initial investment other than the payment plan for the Initial Franchise Fee as described in Item 5. You should review these figures with a business advisor before making any decision to purchase a franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Insurance Products and Appointed Carriers

You may only offer for sale insurance products and services that conform to our specifications and quality standards ("**Approved Insurance Products**") and are on behalf of insurance carriers and brokers that we make available to you through our appointment process ("**Approved Carriers**"). You are required to only sell the Approved Insurance Products through the Approved Carriers that we designate. We may modify the list of Approved Insurance Products or Approved Carriers in the Manual or otherwise in writing from time to time. After notice of any such modification, you may not sell any insurance products from any insurance carrier or broker which is no longer approved. Some Approved Carriers may pay us contingency payments based on certain criteria negotiated directly with each Approved Carrier. Additionally, some Approved Carriers may periodically offer other incentives which will be paid to or received by us. We expect generally to retain these contingency payments and incentives, but we may elect to pass them on to Franchised Businesses from time to time. Our Approved Carriers will set the premium price for each Approved Insurance Product, and we will set the maximum amount of Agency Fees. Generally, you will be able to sell personal lines, property and casualty insurance and in some cases small commercial property and casualty insurance and life insurance through Approved Carriers. For you to sell small commercial property and casualty or life insurance, you must be licensed to do so. Initially you may not write commercial lines of insurance, but you may request that we allow you to do so. If we approve your request, you must first successfully complete a separate training course.

You may not offer for sale any insurance products or services that we have prohibited you from selling ("**Prohibited Insurance Products**"). Any insurance products or services sold without our consent or through insurance carriers or brokers not appointed by us, whether through excess and surplus lines insurance companies or through admitted insurance companies, will be considered Prohibited Insurance Products. We may periodically update the products or services that are Prohibited Insurance Products. If you use or sell any Prohibited Insurance Products, it is grounds for termination of your Franchise Agreement.

If you propose to use or sell any insurance products or services on behalf of a carrier or broker that is not an Approved Insurance Product through an Approved Carrier, then you first must submit to us a written request asking for our approval to do so. You may not sell insurance products or services on behalf of a new insurance carrier or broker or sell unapproved insurance products or services from an Approved Carrier, until we have reviewed and, if we think it is appropriate, approved in writing the proposed new insurance product or service or the proposed new insurance carrier or broker. Among other things, we will have the right to require that our representatives be permitted to investigate the new insurance product or service, interview the new insurance carrier or broker, inspect its financials (as needed), investigate and interview references, and otherwise analyze the need for the desired insurance product, service, carrier, or broker. Either you or the proposed new insurance carrier or broker may be required to pay us a charge (which will not exceed the reasonable and actual cost of the interviews, investigations, and analyses). Depending upon the type of insurance product or service for which approval is sought, or for which a new approved insurance carrier or broker is proposed, we anticipate providing our response to the request within four to twelve weeks after receipt of the request and the accompanying information. We also may require that the proposed new insurance carrier or broker comply with certain other requirements that we deem appropriate. We reserve the right, at our option, to periodically re-inspect or re-analyze any Approved Insurance Product or any Approved Carrier and to revoke our approval if the insurance product or service or the insurance carrier or broker does not continue to meet any of our then current criteria or standards. We do not generally make our criteria for approval of insurance products, services, carriers, or brokers available to you, but we may elect to do so if you ask. We may impose limits on the number of Approved Insurance Products and Approved Carriers. We may revoke our approval of an Approved Insurance Product or Approved Carrier at our sole discretion at any time and for any reason by providing you written notice or through a change to the Manual.

TWG is an Approved Carrier for certain insurance products which you may be required to maintain for your business (e.g. Professional Liability (Errors and Omissions) Insurance). Some of our officers own an interest in TWG. Those officers are Mark Jones, Robyn Jones, Michael Colby, Michael Moxley, Drew Burks, Mark Colby, Gary Delavan, Megan Bailey, Matthew Colby, and Ryan Langston. As discussed in Item 6 and Item 7, you are required to obtain specific types of insurance for the Franchised Business at minimum levels of coverage. You may obtain these types of insurance through TWG. If you elect to purchase any of these types of insurance through TWG, your payment for this insurance will be payable to us and will be taken out of your Net Revenues. We will then remit your premium payment and any other applicable fees to the appropriate insurance carrier. We expect that your cost for the minimum levels of insurance for the first year will be between \$2,000 and \$5,000.

Approved Non-Insurance Products and Services

We may require that you purchase any non-insurance products or services used in the operation of the Franchised Business (“**Approved Products and Services**”) only from suppliers, manufacturers, and brokers approved by us and/or our affiliates (“**Approved Suppliers**”). You may be required to use and/or offer for sale any of the Approved Products and Services that we designate. We (including our affiliates) and our Approved Suppliers may be the sole Approved Supplier for any of the Approved Products and Services. We may modify the list of Approved

Products and Services and/or Approved Suppliers in the Manual or otherwise in writing from time to time. After notice of such modification, you may not purchase any products or services from any supplier, manufacturer, or broker, which is no longer approved.

You may not use and/or offer for sale products or services which we have prohibited you from using and/or selling (“**Prohibited Products and Services**”). Prohibited Products and Services will include selling any services or products other than Approved Products and Services through Approved Suppliers. We may update the definition of Prohibited Products and Services from time to time. If you use or sell any Prohibited Products or Services, it is grounds for termination of your Franchise Agreement.

We are not required to approve your appointment with commercial insurance carriers, and such appointments will be at our discretion. Before being considered for an appointment with a commercial insurance carrier, you must complete additional training and meet certain criteria as set out in the Manual. In addition, if we approve your appointment with a commercial insurance carrier, then you will be required to purchase additional professional liability insurance with certain minimum limits as set out in the Manual.

If you propose to use or sell any products or services or purchase services or products from a supplier, manufacturer, or broker that is not approved by us and is not an Approved Product and Services, you first must submit to us a written request asking for our approval to do so. You may not purchase or use any products or services from any proposed new supplier, manufacturer, or broker until we have reviewed and, if we think it is appropriate, approved in writing the proposed new supplier, manufacturer, or broker. Among other things, we will have the right to require that our representatives be permitted to interview the new supplier, manufacturer, or broker, inspect its financials (as needed), investigate and interview references, and otherwise analyze the need for the desired service or product. Either you or the proposed new supplier, manufacturer, or broker, may be required to pay us a charge (which will not exceed the reasonable and actual cost of the interviews, investigations, and analyses). Depending upon the type of product or service for which approval is sought, or for which a new approved supplier, manufacturer, or broker is proposed, we anticipate providing our response to the request within four to eight weeks after receipt of the request and the accompanying information. We also may require that the proposed new supplier, manufacturer, or broker comply with certain other requirements that we may deem appropriate. We reserve the right, at our option, to periodically re-inspect or re-analyze any approved supplier, manufacturer, or broker and to revoke our approval if the supplier, manufacturer and broker does not continue to meet any of our then current criteria or standards. We do not generally make our criteria for approval of suppliers, manufacturers, or brokers available to you, but we may elect to do so if you ask. We may impose limits on the number of Approved Suppliers and/or Approved Products and Services, including designating us or an affiliate as the sole Approved Supplier. We may revoke our approval of a product or service, or supplier, manufacturer, or broker at our sole discretion at any time and for any reason by providing you written notice or through a change to the Manual.

You must use the “Salesforce.com” customized software and the comparative rater software that we require, as described in Item 11.

We received no revenues on account of franchisee purchases in the last fiscal year. We estimate that purchases you make from us or our affiliates (e.g. insurance for your franchise business, technology fees, etc.) will represent approximately 10% of your costs to establish the Franchised Business and approximately 10% of your ongoing expenses in operating the Franchised Business.

We anticipate that we will negotiate purchasing or service arrangements from time to time with suppliers for the benefit of our franchisees. We expect, but do not guarantee, that those purchasing arrangements will allow you to obtain certain products, supplies, and services at a lower price than if you were to purchase them individually. We do not otherwise provide material benefits to you for purchasing from designated or approved sources. Also, we may be compensated by suppliers based on franchisee purchases. In some cases, suppliers may pay us a percentage of the total purchases made by franchisees to be used in the marketing of the supplier's brand at or through the Franchised Businesses. Some suppliers may pay us a cash rebate based on franchisee purchases. We expect generally to retain these rebates, but we may elect to pass them on to Franchised Businesses from time to time. In some cases, we may purchase products and supplies from a supplier at a volume discount and re-sell these products and supplies to you. If we re-sell products and supplies to you, we may require that you pay us more than we paid for those products and supplies in consideration for our administrative expenses incurred in arranging for bulk sales and volume discounts or for warehousing or distributing those products and supplies to you.

Currently, there are no purchasing or distribution cooperatives in existence for the Goosehead Insurance system, but we may elect to establish them.

Except as described above, neither we, nor any affiliates are approved suppliers for any products.

ITEM 9 **FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 1.2, 5 and Site Selection Addendum	8 and 11
b. Pre-opening purchases	§5	5, 7, and 8
c. Site development and other pre-opening requirements	§§ 3.2, 5.2, 5.4 and 5.5	8 and 11
d. Initial and ongoing training	§§ 3.1 and 6	11
e. Opening	§§ 3.3, 3.7, 5.1, 5.7 and 8.2	11
f. Fees	§§ 4, 13.1 and 16.5.9	5 and 6
g. Compliance with standards and policies/operating manual	§§ 1.4, 3.4, 5, 7, 8.4, and 10	1, 8, 11, and 14

Obligation	Section in agreement	Disclosure document item
h. Trademarks and proprietary information	§§ 1.1 and 9	13 and 14
i. Restrictions on products/services offered	§§ 1.5 and 7	5, 8, and 16
j. Warranty and customer service requirements	§ 8.3.2	Not applicable
k. Territorial development and sales quotas	§ 1.3	12
l. Ongoing product/service purchases	§ 7	8
m. Maintenance, appearance, and remodeling requirements	§§ 5 and 8.8	8
n. Insurance	§15	7 and 8
o. Advertising	§§ 3.5, 3.6 and 13	6 and 11
p. Indemnification	§ 21 and Ex. A	Not applicable
q. Owner's participation/management/staffing	§ 8.3	15
r. Records and reports	§§ 4.3, 12 and 15.7	6
s. Inspection and audits	§§ 3.7, 8.11 and 12	6 and 11
t. Transfer	§§8.10, 16 and 19.5	17
u. Renewal	§ 2.2	17
v. Post-termination obligations	§§ 11.1.1, 12.1.2, 18 and 19.5	17
w. Non-competition covenants	§ 19	17
x. Dispute resolution	§ 27	17
y. Taxes/permits	§§ 5.5, 5.6 and 20	1
z. Other: Guarantee of franchisee obligations	§ 6.1.1 and Ex. A	15

ITEM 10 **FINANCING**

As described in Item 5, we offer you the option under the terms of the Franchise Agreement to pay a portion of the Initial Franchise Fee in 60 equal monthly installments, beginning on the first day of the sixth month after you complete training, pursuant to the Promissory Note. If you elect to pay that portion of your Initial Franchise Fee over time, the amount of the Promissory Note will be either \$50,000 or \$30,000, depending on whether your Franchised Business is to be located in Texas, as explained in Item 5. The form of Promissory Note is attached to the Franchise Agreement as Exhibit F.

The Promissory Note contains the following terms:

Promissory Note					
Interest Rate	Annual Percentage Rate (APR)	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral
0%*	0%	60 months	None	None	None
* However, if any scheduled payment under the Promissory Note is not paid when due, then in addition to the payment you must also pay interest in the amount of 1½% per month (or the maximum rate per month).					

Payments under the Promissory Note must be made monthly for the entire term of the note.

The lender under the Promissory Note, as noted above, will either be us or our affiliate. The lender under the Promissory Note will not take a security interest in the assets of the Franchised Business in order to secure your obligation to pay the lender under the Promissory Note.

If you are a sole proprietorship, then no one other than you is required to personally guarantee the obligation of the borrower under the Promissory Note. If you are a legal entity, then each of your owners must personally guarantee the Promissory Note. The Promissory Note may be pre-paid without prepayment penalty.

If you default under the Promissory Note, the lender (us or our affiliate) may declare the entire unpaid principal balance on the Note (and any accrued unpaid interest) immediately due, without notice, and then you must immediately pay that amount. The lender may hire or pay someone else to help collect on the Promissory Note if you do not pay, and you must also pay the lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, lender's reasonable attorneys' fees and legal expenses and court costs. Failure to pay the Promissory Note may lead to the termination of the Franchise Agreement.

The lender, under the Promissory Note, can assign the Promissory Note to a third party upon written notice to you. It is not the lender's practice or intent to sell, assign, or discount to a third party all or part of the financing under the Promissory Note. We and our affiliates do not receive direct or indirect payments for placement of financing under the Promissory Note.

To the extent allowed by law, you waive presentment, demand for payment, protest and notice of dishonor under the Promissory Note. You also waive any right to a jury trial with respect to any litigation regarding the Promissory Note, subject to applicable state law. Otherwise, the Promissory Note does not require you to waive defenses or other legal rights.

You should carefully review all of the terms of the Promissory Note with an attorney to make sure that you understand all of its provisions.

Except as described above, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER
SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your Franchised Business, we:

- (1) Will provide to you the training programs that we designate. Our training programs will be conducted in the English language. We will be responsible for the cost of instruction and materials for your Operating Principal or Manager. (*Franchise Agreement, Sections 3.1 and 6.2*)
- (2) May provide our standards and specifications for the furnishings, equipment, and signs of a Goosehead Business. (*Franchise Agreement, Section 3.2*)
- (3) Will provide such on-site pre-opening and opening supervision and assistance that we think is advisable, and as may be described in the Manual. (*Franchise Agreement, Section 3.3*)
- (4) May evaluate the Franchised Business and its location before it first opens for business. You may not open the Franchised Business or otherwise start operations until you or your Manager have successfully completed training and you have received our prior written approval. (*Franchise Agreement, Section 3.7*)
- (5) Will provide you, on loan, with one copy of the confidential operations manual (the “**Manual**”), which we will have the right to provide in any format we choose (which may include paper, physical media such as a CD, or online). (*Franchise Agreement, Section 3.4*)

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you.

During the operation of your Franchised Business:

- (1) We will provide you periodic assistance in the marketing, management, and operation of the Franchised Business at the times and in the manner that we determine. We may periodically offer you the services of certain of our representatives, such as a representative from agent support, and these representatives may periodically visit your Franchised Business and offer advice regarding your operations. (*Franchise Agreement, Section 3.8*)

- (2) We will provide ongoing training that we periodically deem appropriate, at such places and times that we deem proper. (*Franchise Agreement, Section 6.3*)
- (3) We will have the right to approve or disapprove all marketing and promotional materials that you propose to use. (*Franchise Agreement, Section 3.5*)
- (4) We have the right to administer the Brand Fund as stated in the Franchise Agreement and as described below in this Item 11. (*Franchise Agreement, Section 3.6*)
- (5) We will provide you on the 25th day of each month with a detailed report of Commissions and Agency Fees received on your behalf for insurance policies written in the preceding calendar months. In order to provide you with this report, we must receive a commission detail report from the carrier by the 20th day of the month, for policies you wrote during the preceding month. The report will only include Commissions and Agency Fees related to policies properly recorded in our agency management system as prescribed in the Manual. (*Franchise Agreement, Section 3.9*)
- (6) We will maintain a service center, staffed by licensed insurance agents, for the purpose of providing centralized customer service for all businesses operating under the System and the Proprietary Marks. The service center's hours will be at least between 8 a.m. and 5 p.m. Central Time, Monday through Friday (excluding holidays). You must comply with any rules and regulations adopted by us (in the Manual or otherwise) regarding the service center. (*Franchise Agreement, Section 3.10*)

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of the Franchised Business.

Site Selection

When you enter into the Franchise Agreement, you must sign a site selection addendum attached to the Franchise Agreement as Exhibit E (the “**Site Selection Addendum**”). Under the terms of the Site Selection Addendum, you will have 90 days within which to lease, sublease or acquire a site for the Franchised Business, subject to our approval according to our site selection guidelines.

Under the Site Selection Addendum, we will grant you an area within which you may search for an Approved Location (the “**Site Selection Area**”). The Site Selection Area is granted only for the purpose of selecting an Approved Location for the Franchised Business.

We will provide you with our site selection guidelines, including our minimum standards for a location for the Franchised Business, and such site selection counseling and assistance as we may deem advisable. If we deem an on-site evaluation to be necessary and appropriate, then we may conduct up to two on-site evaluations at our cost and expense. If we perform any additional on-site evaluations, you must reimburse us, as applicable, for all reasonable expenses that we incur in

connection with providing such on-site evaluation, including, without limitation, the cost of travel, lodging and meals.

You must submit to us, in the form we specify, a copy of the site plan and such other materials or information that we may require, together with an option contract, letter of intent, or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We will have 30 days following receipt of this information and materials from you to approve or disapprove the proposed site for the Approved Location of the Franchised Business. If we do not approve a proposed site by written notice to you within this 30-day period, the site will be deemed disapproved.

When considering a site for a Goosehead Business, we consider factors such as general location and neighborhood; demographics; size and ease of access to the proposed site; location of the site in relation to other businesses; availability of utilities; the proposed lease or sublease; ingress and egress; utilities; and zoning issues. We will make our site-selection criteria available to you upon request.

If you fail to acquire or lease a site for the Franchised Business under the Site Selection Addendum within the time required, then that will constitute a default under the Franchise Agreement and we will have the right to terminate the Franchise Agreement.

Once authorized, the site for the Franchised Business will be the “Approved Location.” Before the end of the term of the Site Selection Addendum, you must execute a lease which must be coterminous with the Franchise Agreement, or a binding agreement to purchase the site, and provide a copy of the lease to us.

We require you to open your Franchised Business within six months from the date we sign the Franchise Agreement. The average time between signing and opening during the last fiscal year was approximately three months. Factors which may affect this time period include your ability to secure financing, obtain necessary permits and licenses, construct or build-out facilities for the Franchised Business, deal with weather conditions and construction delays, and obtain furniture, fixtures, equipment and supplies. We expect that most franchisees will open their Franchised Businesses within two to four months of signing the Franchise Agreement.

Training

If you are a corporation, partnership or LLC, you must have an individual owner serve as your “**Operating Principal**.” The Operating Principal must supervise the operation of the Franchised Business and must own at least 5% of the voting and ownership interests in the franchisee entity. You must inform us in writing whether the Operating Principal will assume full-time responsibility for the daily supervision and operation of the Franchised Business. If the Operating Principal will not supervise the Franchised Business on a full-time and daily basis, you must employ a full-time Franchised Business manager (a “**Manager**”) with qualifications reasonably acceptable to us, who will assume responsibility for the daily operation of the Franchised Business.

Before opening your Franchised Business, you (or if you are an entity, your Operating Principal) and your Manager (if you will employ a Manager) must attend and successfully complete, to our satisfaction, the initial training program [\(which may include an online component\)](#) we offer for Goosehead Business franchisees at our headquarters or another location that we specify. The Franchised Business must at all times be under the active full-time management of either you or the Operating Principal or Manager who has successfully completed (to our satisfaction) our initial training program.

All of your Producers must also attend and complete to our satisfaction, our Producer training program before any Producer is permitted to sell insurance for the Franchised Business or access our database or systems.

If you (or your Operating Principal) or your Manager cease active management or employment at the Franchised Business, then you must enroll a qualified replacement (who must be reasonably acceptable to us to serve in that capacity) in our initial training program within 30 days after the former individual ended his/her full time employment and/or management responsibilities. The replacement must attend and successfully complete the basic management training program, to our reasonable satisfaction, as soon as it is practical to do so (in all cases, the replacement shall successfully complete training within 120 days). You must pay our then-current per diem training charges (up to \$400 per day) for replacement training.

We may require that your Operating Principal, Managers, Producers and employees to periodically attend additional courses, seminars, and other training programs.

We will bear the cost of all initial training (instruction and required materials) of you, your Operating Principal, and your Manager (if applicable) (except for additional and replacement training and web-based training, as noted above and in Item 6). You will bear all other expenses incurred in attending training, such as the costs of transportation, lodging, meals, wages, and worker's compensation insurance (see Items 6 and 7 of this disclosure document).

The subjects covered in the initial training program are described below.

TRAINING PROGRAM

Subjects Taught	Hours of Classroom Training	Hours of On-the-Job Training	Location
Systems Training (Salesforce, Comparative Raters)	10.25	0	Westlake, Texas
Insurance Products & Carriers	13	0	Westlake, Texas and your location
Sales	49.75	0	Westlake, Texas and your location

Subjects Taught	Hours of Classroom Training	Hours of On-the-Job Training	Location
Risk Management & Quality Control	1	0	Westlake, Texas and your location
Customer Service	1	0	Westlake, Texas and your location
Business Administration*	1	0	Westlake, Texas and your location
Marketing	8.5	0	Westlake, Texas and your location
Time Management & Efficiency	1.5	0	Westlake, Texas
Totals	86	0	

If we decide it is appropriate, we may elect to provide some of the training noted in the chart above in an on-the-job environment, but we are not required to do so.

We may require that you, your Manager or your employees attend additional training that we deem necessary. We may consider many factors in determining whether or not to require that you or your employees attend additional training, including: (a) the length of time since your completion of the initial training program, (b) the existence of new procedures, processes or technology in the System or in your service segment, and (c) performance. Subjects covered in any additional training may include, for example: (i) System-wide changes in processes, procedures or offerings, (ii) franchisee-specific or employee-specific trouble-shooting, (iii) safety, (iv) sales and marketing, (v) service, (vi) computer hardware and software, and (vii) financial recordkeeping. Depending on the subject matter to be covered, the number of trainees, the schedules of the trainers and other factors, the standard initial training program and any additional training may be conducted at our home office in Westlake, Texas, at your location or at any other location that we deem appropriate. Additional training, if and when provided, will generally be at least one day and may last up to two weeks. We may elect to perform some training programs at your office or a location near your office. You, your Manager or employees may be required to pay a fee for additional training, and you will be responsible for your travel expenses to attend additional training.

The initial training program is offered one to two times each month. There is approximately one to two weeks of required pre-work to be completed before you attend the two-week on-site training. Training is required for all Agency Principals, Managers, and all producers.

All training will be conducted under the supervision of Matthew Colby, our Vice President. Mr. Colby is identified in Item 2 above, and has over 10 years' experience working for Goosehead and TWG and with the subjects taught. Mr. Colby co-founded TWG's Houston office and owns his

own franchised Goosehead Business. Additionally, we have training specialists who will assist with training under the supervision of Mr. Colby

The instructional materials used in the training program include product guides, reference sheets, operations manual, process flow charts, contact lists and training slide decks.

Marketing

As described in Item 6 above, for each week during the term of the Franchise Agreement, you may be required to make a contribution of up to 2% of the Gross Revenues of the Franchised Business to be allocated in the manner described below (the “**Marketing Contribution**”). We do not currently require our franchisees to make a Marketing Contribution, but we reserve the right to do so in the future. If and when you make the Marketing Contribution, we have the right to allocate the Marketing Contribution, in the proportions we determine, among the Brand Fund, a Regional Fund, or to be retained by you for expenditures on local marketing and promotion.

As noted in Item 6, we will withhold the Marketing Contribution from our monthly payment of Net Revenues to you. Each Company-owned Goosehead Business may, at its discretion, make contributions to the Brand Fund at the same rate as our licensed Goosehead Businesses.

We have not yet established any Regional Funds. We do not have an advertising council composed of franchisees.

None of the amounts that we collect or hold in connection with the Brand Fund or a Regional Fund will be used for marketing that is principally a solicitation for the sale of franchises. We do not receive payment for providing goods or services to the Brand Fund. An accounting of the Brand Fund’s operations, as shown on our books, will be prepared annually, and that accounting will be made available to you upon request. The Brand Fund is not audited. As described below, we are not required to spend any particular amount on marketing in the area where your Franchised Business is located.

The Brand Fund

We have not yet formed the Brand Fund, but we may direct Marketing Contributions to the Brand Fund once it is established. We will have sole discretion over how the Brand Fund creates, places, and pays for national marketing. We (or our designee, which might be a corporate subsidiary or a marketing agency) will maintain and administer the Brand Fund, as follows:

- (a) We or our designee will direct all marketing programs, with sole discretion over the concepts, materials, and media used in these programs and the placement and allocation of the programs. The Brand Fund is intended to maximize general public recognition (building the Goosehead Insurance brand), acceptance, and use of the System. Neither we nor our designee are obligated to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Fund.

- (b) The Brand Fund, all contributions, and any earnings, will be used exclusively to meet the costs of marketing and any other activities that we believe will enhance the System's image and, in our sole discretion, promote general public awareness of and favorable support for the System.
- (c) All sums you pay to the Brand Fund will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except for the reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Brand Fund and marketing programs for you and the System (for example, costs of personnel for creating and implementing, advertising, merchandising, promotional and marketing programs). The Brand Fund and its earnings will not otherwise inure to our benefit or be used to solicit the sale of franchises. We or our designee will maintain separate bookkeeping accounts for the Brand Fund.
- (d) The Brand Fund is not and will not be our asset.
- (e) Although the Brand Fund is intended to be of perpetual duration, we maintain the right to terminate the Brand Fund. The Brand Fund will not be terminated, however, until all monies in the Brand Fund have been expended for marketing purposes. If amounts are unspent in the Brand Fund at fiscal year-end, those amounts are carried over by the Brand Fund for expenditure in the following year.

We have not yet formed the Brand Fund, and as a result the Brand Fund did not make any expenditures in our last fiscal year.

Regional Funds

We currently do not have any Regional Funds, however, we will have the right, as we see fit, to establish a Regional Fund for your region. The purpose of a Regional Fund is to conduct marketing campaigns for the Goosehead Businesses located in that region.

If a Regional Fund for your area was established before you began to operate your Franchised Business, then when you open your Franchised Business, you must immediately join that Regional Fund. If a Regional Fund for your area is established after you begin to operate your Franchised Business, then you will have thirty days to join the new Regional Fund. You will not be required to be a member of more than one Regional Fund. The following provisions will apply to each Regional Fund (if and when established):

- (a) Regional Funds will be established, organized, and governed in the form and manner that we have approved in advance. Any governing documents prepared for a Regional Fund to which you belong will be made available for your review. The activities carried on by each Regional Fund shall be decided by a majority vote of its members (unless we specify otherwise in writing). Any Goosehead Businesses that we operate in the region will have the same voting rights, and will contribute in the same manner, as Goosehead Businesses owned by franchisees. The franchisee of each Goosehead Business participating in a Regional Fund is entitled to cast one vote for each Goosehead Business owned.

- (b) Regional Funds will be organized for the exclusive purpose of administering regional marketing programs and developing (subject to our approval) standardized marketing materials for use by the members in regional marketing.
- (c) Regional Funds may not use marketing, advertising, promotional plans, or materials without our prior written approval, as described below.
- (d) Contributions will be made to a Regional Fund through the Marketing Contribution, which we will retain as described in Item 6. We can allocate all or a portion of the Marketing Contribution to the Regional Fund.
- (e) Although, if established, a Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.

Local Marketing

Certain criteria will apply to the local marketing that you conduct. All of your local marketing must be professional and dignified, must conform to our standards and requirements, and must be conducted in the media, type, and format that we have approved. You may not use any marketing, advertising, or promotional plans that we have not approved in writing. You must submit to us samples of all proposed plans and materials (unless, within the previous six months, we prepared or already approved the plans or materials). If you email us with your request for approval, along with all needed information, we will ordinarily provide you with our response (whether approval or disapproval) to the proposed plans or materials within three business days; but if we do not give our approval within fifteen days, we will have been deemed to disapprove the plans or materials.

All copyrights in and to marketing, advertising and promotional materials you develop (or that are developed for you) will become our sole property. You must sign the documents (and, if necessary, require your independent contractors to sign the documents) that we deem reasonably necessary to implement this provision. (The requirements in this paragraph, as well as in the previous paragraph, also apply to any Regional Funds.)

We may periodically make available to you certain marketing materials for your use in local advertising and promotion, some of which must be purchased.

As used in the Franchise Agreement, the term “**local marketing**” refers to only the direct costs of purchasing and producing marketing materials (such as camera-ready advertising and point of sale materials), marketing to referral partners, and your direct out-of-pocket expenses related to costs of marketing in your local market or area. Local marketing and promotion also includes postage, shipping, telephone, and photocopying costs. “Marketing” does not, however, include any of the following: (a) salaries, incentives or discounts offered to your employees, and your employees’ expenses; (b) charitable, political, or other contributions or donations; and (c) the value of discounts given to consumers.

Online Sites (as defined below) are considered “marketing” under the Franchise Agreement, and are subject (among other things) to our review and prior written approval before they may be used.

Electronic Point-Of-Sale and Computer Systems

We require our franchisees to purchase a computer system. You must meet our current requirements concerning the Computer System, including: (a) back office and point of sale systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at Goosehead Businesses, between or among Goosehead Businesses, and between and among the Franchised Business, and you, and us; (b) physical, electronic, and other security systems and measures; (c) printers and other peripheral devices (such as digital menu boards); (d) archival back-up systems; (e) internet access mode (such as the telecommunications connection) and speed; and (f) technology used to enhance and evaluate the customer experience (collectively, all of the above are referred to as the “**Computer System**”).

We have the right to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System (“**Required Software**”), which you must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install; (c) the tangible media upon which you must record data; and (d) the database file structure of your Computer System.

We rely on suppliers to provide support for the hardware and software and we may require that you enter into service contracts directly with the hardware and software suppliers and pay the suppliers directly for this support.

You must also use the “Salesforce.com” and a comparative rater (e.g. EZLynx) software as we specify. The “Salesforce.com” customized software is a web-based customer relationship management and sales enablement tool that will allow you to track every step of the sales process and, through different integrated aspects of the software, will assist you with client service, document creation, contract procurement, commission accounting, marketing and business reporting. The comparative rater software is a web-based comparative rater that allows you to run quotes across a broad portfolio of insurance carriers with a single data entry point. You will be able to go directly into the carrier’s system to refine the quote and issue the policy. We have obtained licenses for you to use these programs. You will pay to us a monthly fee of \$350 for the first user and \$275 for each additional user, to use the “Salesforce.com” customized software, the comparative rater software, e-mail accounts, Microsoft 365, Adobe Acrobat, spam filter and virus protection. This fee will also include access to our helpdesk, which is open 24 hours a day, 7 days a week, for assistance with network, PC/laptop, printer and mobile device issues. The amount of this fee is expected to increase each year based on the cost of additional software and processes made available to you. All upgrades and updates are included in that monthly fee and will be provided by the software company.

We estimate that the cost of purchasing the Computer System and Required Software will typically range from \$0 to \$4,000, depending on what hardware and software you may already have.

The estimated annual cost of Computer System maintenance, support, and upgrades is between \$1,440 and \$5,440 depending on the amount of equipment and services purchased. Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades, or updates to your computer hardware or software.

You must be able to access information that is available on the Internet and be able to send and receive email. We may periodically require you to upgrade and update the hardware and software used in connection with the Computer System. There are no contractual limitations on the frequency and cost of these upgrades and updates. We reserve the right to approve your email address or require you to use only an e-mail address that we provide for your Franchised Business' business e-mails.

You must afford us unimpeded independent access to your Computer System in the manner, form, and at the times we may request. We will have the right at any time to retrieve and use this data and information from your Computer System in any manner we deem necessary or desirable.

We have the right to require you to use one or more designated telephone vendors. If we so require, you must use our designated telephone vendors for the phone service to your Franchised Business. We may designate, and own, the telephone numbers for your Franchised Business.

Online Sites

Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to your Franchised Business or referring to the Proprietary Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Online Site. The term “**Online Site**” means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, Instagram, etc.), blogs, vlogs, applications to be installed on mobile devices (for example, iOS or Android apps), and other applications, etc. However, if we approve a separate Online Site for you (which we are not obligated to do), then each of the following provisions will apply: (1) you may neither establish nor use any Online Site without our prior written approval; (2) before establishing any Online Site, you must submit to us, for our prior written approval, a sample of the proposed Online Site, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta tags), in the form and manner we may require; (3) you must not use or modify an Online Site without our prior written approval; (4) you must comply with the standards and specifications for Online Sites that we may periodically prescribe in the Manuals or otherwise in writing; (5) if we require, you must establish hyperlinks to our Online Site and other Online Sites; and (6) we may require you to make us the sole administrator (or co-administrator) of any social networking pages that you maintain or that are maintained on your behalf.

Manuals

The table of contents of the Manual is attached as Exhibit G. The total number of pages in the Manual is 83 pages.

ITEM 12 **TERRITORY**

Each Franchised Business will be operated from a location that we must first approve (the “**Approved Location**”). You may not relocate the Franchised Business from the Approved Location without our written consent. Any proposed relocation will be subject to our review of the proposed new site under our then-current standards for site selection, and we will also have the right to take into consideration any commitments we have given to other franchisees, licensees, landlords, and other parties relating to the proximity of a new Goosehead Business to their establishment. You must pay us a fee in the amount of \$500 at the time you request the relocation of the Franchised Business. See Item 11 for a more detailed description concerning the Approved Location and site selection requirements.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. We retain the right to conduct any business and sell services and products at any location, including: (a) the right to use, and to license others to use, the System and the Proprietary Marks for the operation of Goosehead Businesses at any location; (b) the right to sell, and to license others to sell, products and services (including Approved Insurance Products) that are also authorized for sale at Goosehead Businesses through other channels of distribution (including, but not limited to, through toll free numbers, sales via Internet websites, and other forms of electronic commerce); (c) the right to acquire and operate businesses of any kind and to grant or franchise the right to others to operate other businesses of any kind, no matter where located; and (d) the right to use and license the use of the Proprietary Marks and other marks in connection with the operation of businesses at any location, which businesses and marks may be the same as, similar to, or different from the Franchised Business and the Proprietary Marks, on such terms and conditions as we deem advisable, and without granting you any rights therein.

You may offer and sell Approved Insurance Products only: (a) in accordance with the requirements of the Franchise Agreement and the procedures set out in the Manual; and (b) to customers of the Franchised Business. Unless you become licensed in another state and receive prior written approval from us to offer insurance policies in that state, you may only provide and deliver Approved Insurance Products to customers located within the State in which the Approved Location is situated.

We do not currently operate, franchise or have plans to operate or franchise a business under a different trademark to sell goods or services similar to those that you will offer. Our affiliate, TWG, currently operates a business under the Goosehead Insurance name and the Proprietary Marks that sells goods or services similar to those that you will offer and has the right to solicit and sell similar products anywhere and through any channel of distribution. If we or TWG solicit

or sell products near your Approved Location, neither we nor TWG are required to compensate you.

Under the Franchise Agreement you will not have any options, rights of first refusal, or similar rights to acquire additional franchises or other rights.

We reserve all rights not specifically granted to you.

Performance Standards

After you have been operating for at least 6 months, we have the right to identify and implement quantitative operational performance standards (for example, the number of insurance policies written in a specific line of business or in aggregate) upon which your development and active implementation of the System will be evaluated (the “**Performance Standards**”). If your performance under the Performance Standards fails to meet or exceed the performance of the lowest 25% of all franchised Goosehead Businesses operating under the System (the “**Bottom Quartile**”), as we determine, in any one fiscal quarter of any fiscal year, we may elect to: (a) require you and such other of your employees, as we determine, to attend and complete to our satisfaction such additional training programs that we deem necessary; or (b) provide such on-site assistance and consultation as we deem necessary. If your performance under the Performance Standards fails to meet or exceed the Performance Standards of the Bottom Quartile due to your failure to devote full time and attention to the operation of the Franchised Business, then you will be in default of the Franchise Agreement. You will be required to cure the default by improving your performance on the Performance Standards to meet or exceed the Bottom Quartile within the 90-day period following your receipt of written notice from us. If you fail to cure the default within such 90-day period, then your agency will be terminated. In the event we provide any such additional training, assistance or consultation, you will be responsible for all costs and expenses for that training assistance or consultation, which may include a fee payable to us. If you fail to improve your performance under the Performance Standards by at least 10%, or fail to meet or exceed the performance of the Bottom Quartile in each subsequent fiscal quarter, then we may deem your failure to be a default of the Franchise Agreement, which may result in termination.

ITEM 13 **TRADEMARKS**

We grant you the right to operate a Franchised Business under the name “Goosehead Insurance.”

We have registered the following marks on the United States Patent and Trademark Office’s Principal Register:

Trademark	Registration Date	Registration Number
Goosehead Insurance (word mark)	November 6, 2012	4239148

Trademark	Registration Date	Registration Number
	November 6, 2012	4239146
	November 6, 2012	4239147
GOOSEHEAD (standard characters)	December 6, 2016	5095438
	May 9, 2017	5199649

You may use these and other current and future marks to operate your Franchised Business, as we may designate. We filed, and intend to file when due, an affidavit of use and an affidavit of incontestability, as well as a renewal application, for the registrations listed above.

There are no other agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks that are material to you.

There are no currently effective determinations of the U.S. Patent and Trademark Office, the trademark administrator of this state, or of any court, nor any pending interference, opposition, or cancellation proceedings, nor any pending material litigation involving the trademarks, service marks, trade names, logotypes, or other commercial symbols which is relevant to their use in this state or any other state in which the Franchised Business is to be located. There are no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks (including trademarks, service marks, trade names, logotypes, or other commercial symbols) that are in any manner material to the franchise. There are no infringing uses actually known to us which could materially affect your use of the Proprietary Marks in this state or elsewhere.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating as part of the System if our currently owned Proprietary Marks no longer can be used, or if we determine, exercising our right to do so, that substitution of different Proprietary Marks will be beneficial to the System. In such cases, you must implement and use such different Proprietary Marks at your cost and in the manner we require.

You must promptly notify us of any suspected infringement of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, or your right to use, the Proprietary Marks licensed under the Franchise Agreement. Under the Franchise Agreement, we will have the sole right to initiate, direct, and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement of the action. We also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If you used the Proprietary Marks in accordance with the Franchise Agreement, we will defend you at our expense against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use. If you did not use the Proprietary Marks in accordance with the Franchise Agreement, we will defend you, at your expense, against those third party claims, suits, or demands.

If we undertake the defense or prosecution of any litigation concerning the Proprietary Marks, you must sign any documents and agree to do the things as may, in our counsel's opinion, be necessary to carry out such defense or prosecution, such as becoming a nominal party to any legal action. Except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out of pocket costs in doing these things, except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement. To the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, you must reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the Franchised Business.

We claim common law copyrights in the Manual and in our marketing and advertising materials. We have not registered these copyrights with the United States Registrar of Copyrights. You may use these items only with our permission. You must stop using any of these materials if we tell you to stop using them or if your Franchise Agreement is no longer in effect.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding the copyrighted materials. No agreement significantly limits our right to use or allow others to use the copyrighted materials. We do not know of any infringing uses which could materially affect your use of the copyrighted materials in any state. We can control any action involving the copyrights. You must promptly notify us of any suspected unauthorized use of the copyrighted materials, any challenge to the validity of the copyrights or any challenge to our right to use or license others to use the copyrights. We may take action against these potentially infringing uses by others, but we are not required to do so. We will defend you against any third-party claim arising out of your use of the copyrights. If we determine that you have used the copyrights properly, we will pay for the defense. If we determine that you have used the copyrights in a manner not allowed by the Franchise Agreement, you must pay for the defense.

The Manual and other materials contain our confidential, proprietary, and trade secret information. This information includes business methods, pricing techniques, specifications, standards, procedures, and other techniques used in developing and operating the Franchised Business.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE
ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We recommend that you personally participate in the direct operation of the Franchised Business, but your personal supervision is not required if the day-to-day operation of your Franchised Business is performed by a Manager who has successfully completed our required training program and has, at our sole discretion, the appropriate experience and training. If you do not personally supervise the operation of the Franchised Business, you still must attend and satisfactorily complete training if you wish to obtain access to the Salesforce.com database. You or your Manager must devote full time and best efforts to the operation of the Franchised Business. You are not restricted as to whom you may hire as a Manager, except that your Manager must be competent, conscientious, substance-free, fully-trained and must meet all license requirements. See Item 11 for a description of our initial training program. A Manager does not need to have an equity interest in the Franchised Business.

We may require that you or others sign other agreements with us, like a Mutual Non-Disclosure Agreement (see Exhibit G-2 to this Franchise Disclosure Document), a Confidentiality and Non-Disclosure Agreement (see Exhibit D-1 to the Franchise Agreement), an In-Term Covenant Not To Compete (see Exhibit D-2 to the Franchise Agreement), a Post-Term Covenant Not To Compete (see Exhibit D-3 to the Franchise Agreement), and a Guarantee, Indemnification, and Acknowledgment (See Exhibit A to the Franchise Agreement).

Mutual Non-Disclosure Agreement. We will require that any people involved in your evaluation of the franchise offered under this Franchise Disclosure Document execute the Mutual Non-Disclosure Agreement, under which they will agree to maintain the confidentiality of any confidential information they receive in connection with their involvement in your evaluation. Under that Agreement, we also will agree to maintain the confidentiality of your confidential information that we may receive during your evaluation of the franchise offered under this Franchise Disclosure Document.

Confidentiality Agreement. We will require that certain people (including your Manager and Producers) involved in your Franchised Business execute the Confidentiality Agreement, under which they will agree to maintain the confidentiality of any confidential information they receive in connection with their involvement in your Franchised Business.

In-Term Covenant Not To Compete. We will require that certain people (including your Manager and Producers) involved in your Franchised Business execute the In-Term Covenant Not To Compete, under which they will agree that, during the term of their involvement with your Franchised Business, they will not compete with us or any of our franchisees or solicit any customers, prospective customers, or referral sources as defined in the In-Term Covenant Not To Compete.

Post-Term Covenant Not To Compete. We will require that certain people (including your Manager and Producers) involved in your Franchised Business execute the Post-Term Covenant Not To Compete, under which they will agree that for a period of two years after the term of their involvement with your Franchised Business, they will not compete with us or any of our franchisees within a twenty-five (25) mile radius of the Franchised Business's Approved Location or solicit any customers, prospective customers, referral sources, or franchisees as defined in the Post-Term Covenant Not to Compete.

Guarantee, Indemnification, and Acknowledgment. We will require that all owners of the Franchised Business execute the Guarantee, Indemnification, and Acknowledgment under which they will agree to pay or perform each obligation under the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer for sale Approved Insurance Products from Approved Carriers. You are required to offer for sale only the Approved Insurance Products that we designate. We may modify the list of Approved Insurance Products or Approved Carriers in the Manual, and after notice of such modification, you may not sell any insurance products from any insurance carrier or broker which is no longer approved. Generally, you will be able to sell personal lines, property and casualty and in some cases small commercial property and casualty and life insurance. For you to sell small commercial property and casualty or life insurance, you must be licensed to do so. Initially you may not write commercial lines of insurance, but you may request that we allow you to do so. If we approve your request, you must first successfully complete a separate training course.

You may not offer for sale any Prohibited Insurance Products, and you may not use and/or offer for sale any Prohibited Products and Services.

If you wish to purchase, use or sell any products or services which are not Approved Insurance Products or Approved Products and Services, then you must first obtain our approval. There is no limit to our right to modify the list of Approved Insurance Products and Approved Products and Services, to approve or disapprove insurance products, other products, or services, or to modify the list of Prohibited Insurance Products or Prohibited Products and Services. See Item 8 for more information.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 2.1 of the Franchise Agreement	10 years.
b. Renewal or extension	Section 2.2 of the Franchise Agreement	You may renew for two five-year renewal terms, if you meet our conditions.
c. Requirement for franchisee to renew or extend	Section 2.2 of the Franchise Agreement	You may renew if you give us notice of your intent to renew, modernize the Franchised Business to reflect the System standards in effect at the time, are not in default, have paid all your monetary obligations, sign our then-current Franchise Agreement, sign a release of claims against us, and meet our qualification and training requirements in effect at the time. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by franchisee	Not Applicable	No provision.
e. Termination by franchisor without cause	Not Applicable	No provision.
f. Termination by franchisor with cause	Section 17 of the Franchise Agreement	We can terminate your Franchise Agreement if you are in default.
g. "Cause" defined – curable defaults	Section 17.3 of the Franchise Agreement	All other defaults not specified in Sections 17.1 and 17.2 of the Franchise Agreement.
h. "Cause" defined – non-curable defaults	Sections 17.1 and 17.2 of the Franchise Agreement	Bankruptcy, abandonment, conviction of felony, and others; see Sections 17.1 and 17.2 of the Franchise Agreement. Under the U.S. Bankruptcy Code, we may be unable to terminate the Franchise Agreement merely because you make a bankruptcy filing.
i. Franchisee's obligations on	Section 18 of the Franchise Agreement	Stop representing yourself as a franchisee, stop using our Proprietary Marks, pay all

Provision	Section in franchise or other agreement	Summary
termination/non-renewal		money due to us and our affiliates, and others. See Section 18 of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 16.1 of the Franchise Agreement	We may transfer the Franchise Agreement to any person or legal entity.
k. “Transfer” by franchisee – defined	Sections 16.4.1-16.4.4 of the Franchise Agreement	Includes transfer of any interest.
l. Franchisor approval of transfer by franchisee	Section 16.4 of the Franchise Agreement	We must approve transfers.
m. conditions on approval of transfer	Section 16.5 of the Franchise Agreement	Release, renovate and modernize the Franchised Business, pay transfer fee, and others; see Sections 16.5.1 – 16.5.11 of the Franchise Agreement.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not Applicable	No provision.
o. Franchisor’s option to purchase franchisee’s business	Sections 16.6.3, 18.4 and 18.5 of the Franchise Agreement	If your interest in the Franchised Business has not been transferred within 6 months of your death or incapacity, we have the option to purchase your interest in the Franchised Business. Also, on expiration or non-renewal, we will buy your business. We may elect to exclude the furniture, fixtures, equipment and lease from the assets we purchase.
p. Death or disability of franchisee	Section 16.6 of the Franchise Agreement	The franchise must be transferred within 6 months of your death or incapacity to a third party we have approved.

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	Sections 19.2-19.6 of the Franchise Agreement	Includes prohibition on engaging in a “Competitive Business,” which is any business that is engaged in the development, marketing, franchising, or distribution of products and/or services (whether patented or otherwise) which involve or relate to our business (e.g. personal lines insurance, auto Insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc.), or other products and/or technology developed by us during the term your Franchise Agreement.; see Sections 19.2 - 19.7.
r. Non-competition covenants after the franchise is terminated or expires	Sections 19.2-19.6 of the Franchise Agreement	Includes a two-year prohibition similar to “q” (above), within twenty-five (25) miles of the Approved Location.
s. Modification of the agreement	Section 25 of the Franchise Agreement	No modifications generally, but the Manual is subject to change.
t. Integration/merger clause	Section 25 of the Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 27.2 and 27.3	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). Any claims not resolved by mediation are to be arbitrated through JAMS by a single arbitrator. The Franchise Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Section 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain

Provision	Section in franchise or other agreement	Summary
		additional terms that may be required under applicable state law.
v. Choice of forum	Section 27.2	Arbitration is to take place at the JAMS office nearest to our then-current principal place of business (currently, Dallas, Texas). (Subject to applicable state law.)
w. Choice of law	Section 27.1	Except to the extent governed by the Lanham Act, Texas law applies. (Subject to applicable state law.)

ITEM 18 **PUBLIC FIGURES**

We do not use any public figures to promote our franchise.

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a Franchisor to provide information about the actual or potential financial performance of its Franchise and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Below we provide historical performance of “producers” of our franchisees during our fiscal year ended December 31, ~~2019~~2018. A “producer” for the purposes of this Item 19 is an individual who works for a franchisee as an agent or for TWG as an employee and has devoted full-time efforts to a production role as of December 31, ~~2019~~2018. Except as identified below, all franchisees and TWG agents that were in operation for at least one full year as of December 31, ~~2019~~2018, are included. Two types of information are provided below, the average gross revenues per producer and the value of premiums generated per producer.

Differences in state laws (for example, some states – like California and Florida -- do not allow for the payment of “agency fees” whereas fees are allowed in Texas and Illinois) may negatively affect the results of franchisees and/or producers in certain states.

The data used to compile the information in this Item 19 is derived from agency fees and sales commissions paid directly to us. Please read carefully all of the information in this Item 19 (including the table below as well as the notes that follow this table).

GROSS REVENUE PER FRANCHISE PRODUCER (20192018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$ 64,089 <u>68,003</u>	\$ 115,335 <u>131,098</u>	\$ 29,270 <u>25,292</u>
2 years	\$ 139,242 <u>113,162</u>	\$ 246,067 <u>205,831</u>	\$ 56,073 <u>46,879</u>
3+ years	\$ 206,273 <u>237,909</u>	\$ 378,836 <u>436,523</u>	\$ 77,250 <u>96,510</u>

GROSS REVENUE PER TWG PRODUCER (20192018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$ 123,092 <u>130,759</u>	\$ 169,151 <u>194,804</u>	\$ 80,250 <u>88,251</u>
2 years	\$ 214,720 <u>210,731</u>	\$ 271,708 <u>291,169</u>	\$ 162,028 <u>146,762</u>
3+ years	\$ 459,812 <u>366,301</u>	\$ 751,458 <u>567,177</u>	\$ 286,360 <u>221,688</u>

PREMIUM PER FRANCHISE PRODUCER (20192018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$ 401,271 <u>43,988</u>	\$ 731,533 <u>875,697</u>	\$ 183,521 <u>164,906</u>
2 years	\$ 872,907 <u>43,028</u>	\$1, 535,312 <u>351,347</u>	\$ 355,965 <u>304,858</u>
3+ years	\$1, 385,553 <u>611,669</u>	\$ 2,590,996 <u>3,024,934</u>	\$ 540,931 <u>645,581</u>

PREMIUM PER TWG PRODUCER (20192018)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	\$ 641,647 <u>98,842</u>	\$ 888,071 <u>1,046,422</u>	\$ 407,607 <u>463,333</u>
2 years	\$1, 244,438 <u>233,808</u>	\$1, 554,296 <u>698,273</u>	\$ 920,697 <u>849,562</u>
3+ years	\$2, 904,611 <u>347,376</u>	\$ 4,894,558 <u>3,709,677</u>	\$1, 768,523 <u>386,063</u>

Notes to charts:

1. As noted in Item 6, "Gross Revenue" means the amount of Commissions and Agency Fees, net of reversals of Commissions for policy cancellations or policy changes and net of Agency Fee refunds, for insurance services provided by the Franchised Business. Gross Revenue does not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any insurance carrier. The Gross Revenue noted in this Item 19 are the total Gross Revenues paid, on a cash basis, by our carriers to us and recognized during the ~~2019~~2018 fiscal year (January 1, ~~2019~~2018 to December 31, ~~2019~~2018).
2. As noted in Item 6, "Premium" is paid by a client to the insurance carrier for insurance coverage. The Premiums noted in this Item 19 are the Premiums from our insurance carrier statements recognized during the ~~2019~~2018 fiscal year (January 1, ~~2019~~2018 to December 31, ~~2019~~2018).

Franchise Producer Notes

3. There were ~~303~~458 franchise producers, representing ~~237~~354 franchised businesses, who were included in the charts because they operated during our entire ~~2019~~2018 fiscal year (January 1, ~~2019~~2018 to December 31, ~~2018~~2019) and met certain criteria, noted below. Each of the franchise producers included: (a) had a start date on or before January 1, ~~2018~~2019 and were still operating as of ~~February 11, 2019~~March 4, 2020, (b) worked for a franchisee that was, during that period, in compliance with, and not in default of, the franchise agreement, and (c) had a role where a majority of their time was dedicated to new business production. ~~45~~58 franchise producers who operated during the entire ~~2018~~2019 fiscal year were not included in the results because they did not meet these criteria. The reason franchise producers who were not still operating as of ~~February 11, 2019~~March 4, 2020 were not included in the charts is because we did not run ~~2018~~2019 fiscal year data until ~~February 11, 2019~~March 4, 2020, and when a franchise producer is terminated, their book of business is combined with the franchisee's overall book of business which therefore makes it difficult to accurately calculate producer-specific fiscal year results if that occurs before we collect the information. We also did not include franchise producers who worked for franchisees who were in default of their franchise agreement because these businesses or franchise producers were not operating at full capacity in the manner we require and expect our franchisees and their producers to operate. Further, we did not include employees of franchisees who were operating part time or in roles other than as producers as these individuals did not spend the majority of their time selling insurance.
4. "Tenure" is defined as the number of full years an agent has devoted full time efforts to a production role as of December 31, ~~2018~~2019. The data for the ~~303~~458 franchise producers included in the chart, is presented separately based on tenure. There were ~~136~~188 franchise producers included in the chart who were classified as having 1 year of tenure. Of those ~~136~~188 franchise producers, ~~34~~47 are included in the "top 25%."

There were ~~73~~122 franchise producers included in the chart who were classified as having 2 years of tenure. Of those ~~73,19~~122, 31 are included in the “top 25%”. There were ~~94~~148 franchise producers included in the chart who were classified as having 3 or more years of tenure. Of those ~~94,24~~148, 37 are included in the “top 25%”.

5. For franchise producers with 1 year of tenure (~~136~~188 producers):
 - a. ~~54~~76 of ~~136~~188 franchise producers (40%) met or exceeded the Gross Revenue average. The median Gross Revenue (which, as used throughout this Item 19, is the amount at which half of the franchise producers measured were above and half of the franchise producers measured were below) was ~~\$55,997 (\$249,372~~\$57,304 (\$361,911 highest producer (“high”), ~~\$13,307~~12,240 lowest producer (“low”)), the median Gross Revenues for the top 25% of producers was ~~\$110,867~~121,132, and the median Gross Revenues for the bottom 25% of producers was ~~\$30,398~~26,296.
 - b. ~~49~~67 of the ~~136~~188 producers (~~40~~36%) met or exceeded the Premium average. The median Premium amount was ~~\$336,067~~360,783 (\$~~1,707,046~~951,011 high, ~~\$88,580~~80,070 low), the median Premium amount for the top 25% of producers was ~~\$689,687~~790,490, and the median Premium amount for the bottom 25% of producers was ~~\$201,032~~172,180.
6. For producers with 2 years of tenure (~~73~~122 producers):
 - a. ~~34~~48 of ~~73~~122 producers (~~47~~39%) met or exceeded the Gross Revenue average. The median Gross Revenue was ~~\$129,589 (\$477,567~~93,740 (\$491,914 high, ~~\$25,098~~17,042 low), the median Gross Revenue for the top 25% of producers with 2 years of tenure was ~~\$206,193~~184,148, and the median Gross Revenue for the bottom 25% of producers was ~~\$60,838~~49,537.
 - b. ~~30~~50 of the ~~73~~122 producers (41%) met or exceeded the Premium average. The median Premium amount was ~~\$807,032~~605,516 (\$~~3,344,058~~396,543 high, ~~\$158,573~~115,507 low), the median Premium amount for the top 25% of producers was ~~\$1,270,618~~195,535, and the median Premium amount for the bottom 25% of producers was ~~\$375,062~~314,405.
7. For producers with 3+ years of tenure (~~94~~148 producers):
 - a. ~~40~~62 of ~~94~~148 producers (~~43~~42%) met or exceeded the Gross Revenue average. The median Gross Revenue was ~~\$185,944 (\$600,464~~207,667 (\$1,075,622 high, ~~\$51,197~~45,339 low), the median Gross Revenue amount for the top 25% of producers was ~~\$360,644~~405,478, and the median Gross Revenue for the bottom 25% of producers was ~~\$81,198~~100,525.
 - b. ~~39~~62 of the ~~94~~148 producers (~~41~~42%) met or exceeded the Premium average. The median Premium amount was ~~\$1,172,069 (\$4,212,900~~356,654 (\$7,729,257 high, ~~\$366,479~~295,571 low), the median Premium amount for the top 25%

of producers was \$2,~~464,381~~807,205, and the median Premium amount for the bottom 25% of producers was \$~~545,535~~671,179.

8. The data presented above does not reflect the total revenues of our franchisees, because some franchisees have more than one producer.
9. The chart does not reflect the costs that you may have in operating your Franchised Business, including your Royalty Fees and other fees that must be paid to us. The financial performance representation figures do not reflect the cost of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You will incur costs and expenses in connection with operating your Franchised Business. These include, among others, royalty fees (20% to 50% of Gross Revenues on policies), occupancy costs, labor costs, debt/financing costs, marketing and advertising costs, software and support fees (~~\$350~~400 or \$275 per user), computer hardware and software purchases and upgrades, legal and professional fees, income and other non-real estate taxes, and various other expenses. You will incur these and other costs in connection with the operation of your Franchised Business, and you should conduct an independent investigation of the costs and expenses that you may or will incur in operating your Franchised Business. Franchisees or former franchisees, listed in this Disclosure Document, may be one source of information.

TWG Producer Notes:

10. There were ~~77~~106 TWG producers who were included in the charts because they operated during our entire ~~2018~~2019 fiscal year (January 1, ~~2018~~2019 to December 31, ~~2018~~2019) and met certain criteria, noted below. Each of the TWG producers included: (a) had a start date on or before January 1, ~~2018~~2019 and were still employed as of December 31, ~~2018~~2019, and (b) had a role where a majority of their time was dedicated to new business production.
11. "Tenure" is defined as the number of full years an agent has devoted full time efforts to a production role at TWG as of December 31, ~~2018~~2019. The data for the ~~77~~106 TWG producers included in the chart, is presented separately based on tenure. There were ~~3244~~ TWG producers included in the chart who were classified as having 1 year of tenure. Of those ~~3244~~ TWG producers, ~~8~~11 are included in the "top 25%." There were ~~19~~25 TWG producers included in the chart who were classified as having 2 years of tenure. Of those ~~19~~525, ~~7~~ are included in the "top 25%". There were ~~26~~37 TWG producers included in the chart who were classified as having 3 or more years of tenure. Of those ~~26~~737, ~~10~~ are included in the "top 25%".
12. For TWG producers with 1 year of tenure (~~3244~~ producers):
 - a. ~~16~~13 of ~~3244~~ TWG producers (~~50~~30%) met or exceeded the Gross Revenue average. The median Gross Revenue was \$~~123,103~~—(~~\$187,104~~118,221 \$263,945 high, \$~~64,539~~44,049 low), the median Gross Revenues for the top 25% of TWG producers was \$~~169,081~~179,212, and the median Gross Revenues

for the bottom 25% of TWG producers was ~~\$81,566~~90,629.

- b. ~~1415~~ of the ~~3244~~ TWG producers (~~4434~~%) met or exceeded the Premium average. The median Premium amount was ~~\$640,503~~653,720 (~~\$1,039,163~~529,021 high, ~~\$353,563~~258,412 low), the median Premium amount for the top 25% of TWG producers was ~~\$866,950~~920,167, and the median Premium amount for the bottom 25% of TWG producers was ~~\$410,698~~483,212.

13. For TWG producers with 2 years of tenure (~~1925~~ producers):

- a. ~~911~~ of ~~1925~~ TWG producers (~~4744~~%) met or exceeded the Gross Revenue average. The median Gross Revenue was ~~\$200,423~~ (~~\$334,286~~199,250 (~~\$372,588~~ high, ~~\$144,171~~126,313 low), the median Gross Revenue for the top 25% of TWG producers with 2 years of tenure was ~~\$256,720~~295,275, and the median Gross Revenue for the bottom 25% of TWG producers was ~~\$158,151~~150,836.

- b. ~~912~~ of the ~~1925~~ TWG producers (~~4748~~%) met or exceeded the Premium average. The median Premium amount was ~~\$1,183,679~~ (~~\$1,897,587~~117,161 (~~\$2,075,958~~ high, ~~\$815,582~~707,504 low), the median Premium amount for the top 25% of TWG producers was ~~\$1,454,830~~679,071, and the median Premium amount for the bottom 25% of TWG producers was ~~\$1,053,012~~880,301.

14. For TWG producers with 3+ years of tenure (~~2637~~ producers):

- a. ~~815~~ of ~~2637~~ TWG producers (~~3141~~%) met or exceeded the Gross Revenue average. The median Gross Revenue was ~~\$397,045~~340,484 (~~\$1,257,246~~008,486 high, ~~\$251,036~~144,179 low), the median Gross Revenue amount for the top 25% of TWG producers was ~~\$619,079~~530,017, and the median Gross Revenue for the bottom 25% of TWG producers was ~~\$291,794~~229,287.

- b. ~~813~~ of the ~~2637~~ TWG producers (~~3135~~%) met or exceeded the Premium average. The median Premium amount was ~~\$2,493,224~~ (~~\$8,246,755~~114,714 (~~\$6,693,375~~ high, ~~\$1,627,614~~946,022 low), the median Premium amount for the top 25% of TWG producers was ~~\$3,988,038~~359,088, and the median Premium amount for the bottom 25% of TWG producers was ~~\$1,793,192~~450,811.

Some producers have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Except as described above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either

orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ryan Langston, 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1				
Systemwide Outlet Summary For Years 2016 2017 to 2018 2019				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017 2016	125 190	190 292	+ 65 102
	2018 2017	190 292	292 457	+ 102 165
	2018 2019	292 457	457 614	+ 165 157
Company Owned ¹	2017 2016	0	0	0
	2018 2017	0	0	0
	2018 2019	0	0	0
Total Outlets (Note 1)	2017 2016	125 190	190 292	+ 65 102
	2018 2017	190 292	292 457	+ 102 165
	2018 2019	292 457	457 614	+ 165 157

1. As noted in Item 1, our affiliate, TWG, operates a business in the insurance industry which operates under the name “Goosehead Insurance,” but this business has significant differences with the Franchised Businesses so we do not consider it to be an “outlet” for the purposes of this Item 20.

Table No. 2		
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for years 2016 2017 to 2018 2019		
State	Year	Number of Transfers
California	2017 2016	0 2
	2017	2
	2018	3
Texas	2016 2019	8 6
<u>Colorado</u>	2017	13 0
	2018	15 0
	<u>2019</u>	<u>2</u>
Florida	2017 2016	1 0
	<u>2018</u>	<u>3</u>
	<u>2019</u>	<u>3</u>
<u>Illinois</u>	2017	0
	2018	3 0
Totals	2016 2019	9 1
<u>Michigan</u>	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>
	<u>2019</u>	<u>3</u>
<u>North Carolina</u>	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>

Table No. 2		
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for years 2016 2017 to 2018 2019		
State	Year	Number of Transfers
	<u>2019</u>	<u>2</u>
<u>Texas</u>	<u>2017</u>	<u>13</u>
	<u>2018</u>	<u>15</u>
	<u>2019</u>	<u>14</u>
<u>Totals</u>	2017	15
	2018	20
	<u>2019</u>	<u>31</u>

Table No. 3								
Status of Franchise Outlets For Years 2016 2017 to 2018 2019								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
CA <u>AL</u>	2016 2017	150	230	60	0	0	0	320
	2017	32	25	11	0	0	2	44
	2018	44	23	4	0	0	3	61
CO	2018 2016	0	0	0	0	0	0	0
	2017 2019	0	0 1	0	0	0	0	0 1
<u>AR</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2019</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>CA</u>	<u>2017</u>	<u>32</u>	<u>25</u>	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>44</u>
	<u>2018</u>	<u>44</u>	<u>23</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>60</u>
	<u>2019</u>	<u>60</u>	<u>23</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>71</u>
<u>CO</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2018	0	9	0	0	0	0	9
CT	2016 2019	09	08	01	0	0	0	0 14
<u>CT</u>	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
FL	2016 2019	51	74	20	0	0	10	95
<u>FL</u>	2017	9	18	2	0	0	0	25
	2018	25	23	6	0	0	30	39
IL	2016 2019	039	121	010	0	0	0	146
<u>GA</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2019</u>	<u>0</u>	<u>14</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
<u>IL</u>	2017	1	16	0	0	0	0	17
	2018	17	17	3	0	0	0	31
IN	2016 2019	031	016	04	0	0	0	0 42
<u>IN</u>	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2

Table No. 3								
Status of Franchise Outlets								
For Years 2016 2017 to 20182019								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
LA	2016 2019	0 2	0 3	0	0	0	0	0 5
KS	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2
LA	2017	0	2	0	0	0	0	2
	2018	2	1 11	0	0	0	0	1 213
MI	2016 2019	0 13	0 10	0 1	0	0	0	0 22
MA	2017	0	30	0	0	0	0	30
	2018	30	180	10	0	0	0	200
MD	2016 2019	0	0 1	0	0	0	0	0 1
MD	2017	0	0	0	0	0	0	0
	2018	0	4	0	0	0	0	4
MO	2016 2019	0 4	0 11	0 2	0	0	0	0 13
MI	2017	0	0 3	0	0	0	0	0 3
	2018	3	18	1	0	0	0	20
	2019	20	17	3	0	0	0	31
MO	2017	0	0	0	0	0	0	0
	2018	0	3	0	0	0	0	3
NC	2016 2019	0 3	0 5	0	0	0	0	0 8
NC	2017	0	3	0	0	0	0	3
	2018	3	15	2	0	0	0	16
NJ	2016 2019	0 16	0 11	0 4	0	0	0	0 21
NH	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
NJ	2017	0	0	0	0	0	0	0
	2018	0	2	0	0	0	0	2
NY	2016 2019	0 2	0 13	0 1	0	0	0	0 14
NY	2017	0	0	0	0	0	0	0
	2018	0	8	0	0	0	0	8
OH	2016 2019	0 8	0 14	0 3	0	0	0	0 19
OH	2017	0	0	0	0	0	0	0
	2018	0	3	0	0	0	0	3
OK	2016 2019	0 3	0 7	0 1	0	0	0	0 9
OK	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
PA	2016 2019	0 2	0	0 1	0	0	0	0 1
PA	2017	0	9	1	0	0	0	8
	2018	8	16	3	0	0	0	21
SC	2016 2019	0 21	0 17	0 6	0	0	0	0 32
SC	2017	0	0	0	0	0	0	0
	2018	0	9	1	0	0	0	8
	2019	8	11	1	0	0	0	18
TN	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

Table No. 3								
Status of Franchise Outlets For Years 2016 2017 to 2018 2019								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
TX	2016 2019	104 0	60 6	6 0	0	0	8 0	150 6
TX	2017	150	62	11	0	0	13 0	188
	2018	188	39 38	10	0	0	14 0	203 202
VA	2016 2019	120 2	0 22	0 12	0	0	0	119 8
VA	2017	1	1	0	1	0	0	1
	2018	1	9	0	0	0	0	10
WA	2016 2019	0 10	0 6	0 1	0	0	0	0 15
WA	2017	0	0	0	0	0	0	0
	2018	0	3	0	0	0	0	3
Totals	2016 2019	125 3	88 3	14 3	0	0	9 0	190 3
Totals	2017	190	143	25	1	0	15 0	292
	2018	292	215	30	0	0	20 0	457
	2019	45 7	24 9	6 0	0	0	0	61 4

Table No. 4							
Status of Company-Owned Outlets For Years 2016 2017 to 2018 2019							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Totals	2016 2017	0	0	0	0	0	0
	2018 2017	0	0	0	0	0	0
	2018 2019	0	0	0	0	0	0

Table No. 5			
Projected Openings for 2019 2020 as of December 31, 2018 2019*			
State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	<u>3</u>	<u>2</u>	<u>0</u>
Arkansas	<u>3</u>	<u>2</u>	<u>0</u>
Arizona	<u>3</u>	<u>4</u>	<u>0</u>
California	12 30	14 18	0
Colorado	<u>4</u> 8	<u>7</u> 9	0

Table No. 5			
Projected Openings for 2019 2020 as of December 31, 2018 2019*			
State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Connecticut	28	53	0
Delaware	23	40	0
Florida	714	189	0
Georgia	223	1015	0
Illinois	1721	1611	0
Indiana	611	8	0
Iowa	01	1	0
Kansas	16	4	0
<u>Kentucky</u>	<u>2</u>	<u>2</u>	<u>0</u>
Louisiana	68	8	0
Maryland	911	108	0
Massachusetts	0	12	0
Michigan	15	1311	0
Minnesota	01	26	0
<u>Mississippi</u>	<u>0</u>	<u>1</u>	<u>0</u>
Missouri	69	8	0
<u>Montana</u>	<u>0</u>	<u>1</u>	<u>0</u>
North Carolina	1013	138	0
<u>Nevada</u>	<u>0</u>	<u>2</u>	<u>0</u>
New Jersey	1314	1211	0
New York	1118	1618	0
Ohio	617	811	0
Oklahoma	03	42	0
<u>Oregon</u>	<u>1</u>	<u>2</u>	<u>0</u>
Pennsylvania	1913	1411	0
South Carolina	511	106	0
Tennessee	110	108	0
Texas	2433	2418	0
Virginia	512	8	0
Washington	45	68	0
Washington D.C.	1	10	0
Wisconsin	13	24	0
Total	189334	254250	0

Attached as Exhibit E-1 to this Franchise Disclosure Document is a list of the Goosehead Insurance franchisees as of the date of this Franchise Disclosure Document and attached as Exhibit E-2 is a

list of Goosehead Insurance franchisees who have been terminated, cancelled or otherwise ceased to do business under the Franchise Agreement during the year ended December 31, ~~2018~~2019 or who have not communicated with us within 10 weeks of the date of this Franchise Disclosure Document. If you buy a Goosehead Insurance franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not sponsored, endorsed or created any trademark-specific franchisee associations. No independent franchisee organizations have asked to be included in this Franchise Disclosure Document.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences in our franchise system.

ITEM 21 **FINANCIAL STATEMENTS**

Attached to this Franchise Disclosure Document as Exhibit F-1 are the following financial statements:

1. GSHD's and subsidiaries' audited consolidated financial statements as of December 31, 2019 and 2018 and for the three years in the period ended December 31, ~~2018 and 2019~~2017, and ~~GH Financial's and subsidiaries and affiliates' audited consolidated and combined financial statements as of and for the year ended December 31, 2016.~~
- * *GSHD has absolutely and unconditionally guaranteed our obligations to our franchisees under the franchise agreements. A copy of GSHD's guarantee of performance is attached at Exhibit F-2.*

ITEM 22 **CONTRACTS**

The following contracts are attached to this Franchise Disclosure Document:

Exhibit A	The Franchise Agreement with its eight exhibits: A. Guarantee, Indemnification, and Acknowledgment B. List of Principals C. ACH Authorization Agreement D1-3. Sample Forms of Non-Disclosure and Non-Competition Agreements E. Site Selection Addendum F. Promissory Note
Exhibit B	Release

ITEM 23
RECEIPTS

The Receipts to be signed by all prospective franchisees are attached in duplicate to this Franchise Disclosure Document as the last two pages. You will sign and date one copy and return that copy to us at the time we present the Franchise Disclosure Document to you. You will also sign and date the other copy but keep it for your records.

EXHIBIT A
FRANCHISE AGREEMENT

EXHIBIT B

RELEASE

This **RELEASE**, dated as of the Effective Date (defined below) (“**Release**”), is by and between Goosehead Insurance Agency, LLC, a limited liability company with its principal place of business located at 1500 Solana Blvd., Suite 4500, Westlake, TX 76262 (“**Goosehead**” or “**Franchisor**”) and the undersigned person or entity (“**Franchisee**”). Goosehead and Franchisee shall collectively be referred to as the “**Parties**.”

Background

- A. Goosehead and Franchisee have previously entered into a Franchise Agreement dated [date], for a business located at [address] (“**Agreement**”).
- B. The Agreement requires that Franchisee execute a general release in favor of Franchisor as a condition for Goosehead’s approval of a proposed [renewal] [transfer] of the Agreement and/or Franchisee’s rights under the Agreement.

NOW THEREFORE, incorporating the foregoing Background herein by reference and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release

- (a) Franchisee hereby fully and forever releases and discharges Franchisor its attorneys, insurers, officers, directors, stockholders, agents, servants, representatives, employees, successors, predecessors, assigns, parents, affiliates and subsidiaries, whether named herein or not (collectively referred to herein as, “**the Westlake Parties**”) from any and all Claims, whether known or unknown, which Franchisee has, may have, had, or may have had against any of the Westlake Parties from the beginning of time until the date of this Agreement.
- (b) Franchisee represents and warrants that it/he/she may later learn of new or different facts, but that still, it is that party’s intention to fully, finally, and forever release all of the Claims that are released in this Release. This includes Franchisee’s waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that “[a] general release does not extend to claims which the creditor does not know or suspect exist in his [or her] favor at the time of executing the release, which if known by him [or her] must have materially affected his [or her] settlement with the debtor”).
- (c) Franchisee agrees that this Release shall be in all respects effective and not subject to termination or rescission for any reason whatsoever. This Release is freely and voluntarily executed by Franchisee, who represents that it has not relied upon any inducements, promises, or representations made by Franchisor.

- (d) As used in this Release, the term **“Claims”** means any and all manner of actions, causes of action, suits, debts, dues, sums of money, account reckonings, bonds, bills, specialties, covenants, contracts, controversies, sanctions, costs, attorneys’ fees, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, of whatever kind or nature, whether absolute or contingent, known or unknown, matured or unmatured, at law, in equity, or in any other proceeding, that a party currently owns and holds, has ever owned or held, and/or may in the future own or hold.

2. Representations and Warranties. Franchisee represents and warrants to the Franchisor as follows:

- (a) The execution and delivery of this Release does not violate (i) any law applicable to Franchisee; (ii) Franchisee’s organizational documents; or (iii) any other agreement binding upon Franchisee.
- (b) Franchisee has the power and authority to execute and deliver this Release and has taken all necessary action (corporate or otherwise) to authorize the execution and delivery of this Release.

3. Miscellaneous.

- (a) This Release shall be construed in accordance with and governed by the laws of Texas, without regard to Texas conflict of laws rules.
- (b) The Parties agree that for any and all disputes, differences, or questions arising under this Release, jurisdiction shall be exclusively in the State of Texas, and venue shall lie exclusively in the federal and/or state courts having jurisdiction over Tarrant County, Texas.
- (c) The Parties acknowledge that, except as expressly set forth herein, no representations of any kind or character have been made to them by any party or by any agent, representative, or attorney to induce the execution of this Release.
- (d) In the event that any party to this Release incurs attorneys’ fees or other expenses as a result of litigation arising out of a default of a contractual obligation of this Release, the prevailing party shall be entitled to reimbursement of its reasonable costs and expenses (including, but not limited to, attorneys’ fees) incurred by the prevailing party.
- (e) This Release constitutes the sole agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all oral negotiations and prior writings with respect to the subject matter hereof and thereof. No amendment of this Release, and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- (f) Should any provision of this Release be declared or determined to be invalid or illegal, the validity of the remaining terms or provisions shall not be affected

thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

- (g) The Parties agree that this Release may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute the Release by signing any one of such counterparts. In any action to enforce this Release or any term hereof, it shall be necessary only to introduce a counterpart of this Release executed by the Parties against whom enforcement is sought without necessity for the introduction of other counterparts or proof as to the execution of other counterparts by the other Parties.
- (h) This Release (i) shall be binding upon the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns, and (ii) shall inure to the benefit of the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns.
- (i) The "Effective Date" of this Release shall be _____.

IN WITNESS WHEREOF, the parties have caused this Release to be signed by their duly authorized representatives as of the dates indicated below.

GOOSEHEAD INSURANCE AGENCY,
LLC
FRANCHISOR

FRANCHISEE

By: _____

By: _____

Name: P. Ryan Langston

Name: _____

Title: General Counsel

Title: _____

Date: _____

Date: _____

EXHIBIT C

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California -90013-2344 (213) 576-7500 Toll Free: -(866) 275-2677	NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY New York 10005 (212) 416-8236
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 205 Honolulu, Hawaii -96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota -58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois -62706 (217) 782-4465	RHODE ISLAND Department of Business Regulation Securities Division Bldg. , Building 69, First Floor- John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island -02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana -46204 (317) 232-6681	SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland -21202-2020 (410) 576-6360	VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia -23219 (804) 371-9051
MICHIGAN Michigan Attorney General’s Office Consumer Protection Div. , Corporate Oversight Division , Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, Michigan -48913 (517) 373-7117 335-7567	WASHINGTON Department of Financial Institutions Securities Division – 3 rd Floor 150 Israel Road, S.W. Southwest Tumwater, Washington -98501 (360) 902-8760

MINNESOTA~~Commissioner of Commerce~~[Minnesota](#) Department of Commerce85 7th Place East, Suite 280

St. Paul, Minnesota -55101

(651) 539-~~1500~~[1600](#)**WISCONSIN**~~Office of the Commissioner~~[Division](#) of Securities~~201 W. 4822 Washington Ave., Suite 300~~Madison, ~~WI 53703~~ [Yards Way, North Tower](#)[Madison, Wisconsin 53705](#)(608) ~~261-9555~~[266-2139](#)

EXHIBIT D

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California -90013-2344 (213) 576-7500 Toll Free: -(866) 275-2677	NEW YORK New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 th Floor Albany, NY New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 205 Honolulu, Hawaii -96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota -58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois -62706 (217) 782-4465	RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor Bldg. 69, First Floor —John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island -02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana -46204 (317) 232-6681	SOUTH DAKOTA Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland -21202-2020 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, Virginia -23219 (804) 371-9733
MICHIGAN Michigan Attorney General’s Office Consumer Protection Div. , Corporate Oversight Division , Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, Michigan -48913 (517) 373-7117 335-7567	WASHINGTON Director of Department of Financial Institutions Securities Division – 3 rd Floor 150 Israel Road, S.W. Southwest Tumwater, Washington -98501 (360) 902-8760

MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota -55101 (651) 539- 1500 1600	WISCONSIN Commissioner Division of Securities 201 W. Washington Ave., Suite 300 4822 Madison, WI 53703 Yards Way, North Tower Madison, Wisconsin 53705 (608) 261-9555 266-2139
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EXHIBIT E-1

LIST OF CURRENT FRANCHISEES

* indicates signed agreement but unit not yet open as of 12/31/~~2018~~2019

** indicates agreement signed after 12/31/~~2018~~2019

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Ricky Phillips*	1084 N Brindlee Mtn Parkway	Arab	AL	35016	(256) 490-0672
Patrick Drake*	105 1st Ave SE, Suite F	Cullman	AL	35055	(256) 297-7825
Will Battle, Carter Hughes, Scott Hughes**	-2012 1st Ave N	Birmingham	AL	-35203	(205) 401-6724 379-7007
Luke Collins**	1202 NE McClain Road Bldg 7, Suite 125	Bentonville	AR	72712	(479) 319-3603
Derek Smith*		Maumelle	AR	72113	(501) 801-5875
Daniel Vickers*		Little Rock	AR	72211	(501) 223-3178
John Duncan	835 Central Ave, Suite 402D	Hot Springs	AR	71901	(501) 354-4330
Steve Wilson	17724 Interstate 30 Suite A4 #8	Benton	AR	72019	(501) 317-2552
Steve Smith	2827 Millennium Dr	Fayetteville	AR	72703	(479) 225-9455
Joel Reikes**	23025 N 15th Avenue, Suite 202	Phoenix	AZ	85027	(480) 900-8466
Jon Halland**			AZ		(406) 300-4810
Casaundra Regal**	18940 N Pima Rd, Suite 100	Scottsdale	AZ	85255	480-616-2213
David Stephens*		Cave Creek	AZ	85331	(480) 534-2820
John Stodder*	2266 South Dobson Road, Suite 262	Mesa	AZ	85202	(480) 681-6685
Kent Brown	11201 N Tatum Blvd	Phoenix	AZ	85028	(602) 476-2420
Phillip Powell Christine Brady	550 Seagaze 1910 S Stapley Drive, Suite 241	Oceanside Mesa	CA AZ	92054 85204	(760) 419-3414 (480) 660-5551
Nickolas Peterson Brian Prentice **	1485 Civic Court, Suite 1352	Concord Vacaville	CA	95688 94520	(707) 318-9607 (999) 999-8835

<u>Account</u> <u>Franchisee</u> Name	Mailing Street	City	State	Zip Code	Phone Number
<u>Darron Edwards**</u>		<u>Lancaster</u>	<u>CA</u>	-	<u>(661) 910-1005</u>
<u>Jay Reeve**</u>		<u>Rancho Santa Fe</u>	<u>CA</u>	<u>92091</u>	<u>(858) 304-3535</u>
<u>Timothy Ross**</u> <u>Mariana</u> <u>Hermosillo*</u>	<u>-360 Mobil Ave</u>	<u>Ventura</u> <u>Camarillo</u>	CA	<u>-93101</u>	<u>(805) 654-1222</u> <u>586-2866</u>
<u>Maria Gracian*</u>	-	<u>Riverside</u>	<u>CA</u>	-	<u>(951) 367-5180</u>
<u>Patrick Bustos*</u> <u>Johnathan</u> <u>Cartier *</u>	-	Bakersfield	CA	<u>93309-</u>	<u>(661) 327-1621</u> <u>396-8600</u>
<u>CP Insurance Agency, LLC*</u>		<u>Elk Grove</u>	<u>CA</u>	<u>95757</u>	<u>(916) 429-2900</u>
<u>Aaron Boles*</u>		<u>Tehachapi</u>	<u>CA</u>	-	<u>(661) 549-8887</u>
<u>Alexander "Alex" & Wen</u> <u>Chen*</u>		<u>Irvine</u>	<u>CA</u>	<u>92620</u>	<u>(949) 529-0113</u>
<u>Gilbert "Tony" Noriega*</u>		<u>Visalia</u>	<u>CA</u>	<u>93277</u>	<u>(559) 802-3112</u>
<u>Evan Stockdale*</u>		<u>Clovis</u>	<u>CA</u>	-	<u>(559) 960-5826</u>
<u>Aldo Bermudez*</u>	<u>3333 E. Concourse Ste. 7102</u>	<u>Ontario</u>	<u>CA</u>	<u>91764</u>	
<u>Richard Holmes*</u>	<u>625 Miramontes St, Suite 205</u>	<u>Half Moon Bay</u>	<u>CA</u>	<u>94019</u>	<u>(415) 912-0624</u>
<u>Fausto Valladares*</u>		<u>Downey</u>	<u>CA</u>	-	<u>(323) 359-0637</u>
<u>Saylor Family Insurance</u> <u>Services*</u>		<u>Lakewood</u>	<u>CA</u>	<u>90712</u>	
<u>Marius Mitrofan**</u> <u>THOMAS</u> <u>SWANEY*</u>	<u>106 S Grape</u> <u>722 Lombard</u> Street, Suite <u>4203</u>	<u>San</u> <u>Francisco</u> <u>Escondido</u>	CA	<u>94133</u> <u>92025</u>	<u>(858) 733-1800</u> <u>(415) 651-3551</u>
<u>Chris Thom</u> <u>Earl Seitz*</u>	<u>-16870 West Bernardo Drive Suite 400,</u> <u>Office 426</u>	<u>San Jose</u> <u>Diego</u>	CA	<u>-92127</u>	<u>(831) 373-2791</u> <u>(858) 926-7375</u>
<u>Jasmin Manriquez*</u> <u>Jim</u> <u>Blanscet*</u>	<u>36891 Cook Street Suite 6</u>	Palm Desert	CA	<u>92211-6110-</u>	<u>(760) 201-1831</u> <u>360-7711</u>
<u>Jim Rosenau</u> <u>David Vo*</u>	-	<u>GARDEN</u> <u>GROVE</u> <u>San</u> <u>Francisco</u>	CA	<u>-92840</u>	<u>(415) 652-8588</u> <u>(562) 920-9688</u>
<u>Frank & Lisette Figueredo*</u>	<u>3030 Old Ranch Parkway, Suite 420</u>	<u>Seal Beach</u>	<u>CA</u>	<u>90740</u>	<u>(954) 234-5400</u>
<u>Shi Grissom and Kim</u> <u>McGuire-Reid*</u>		<u>Oakland</u>	<u>CA</u>	<u>94611</u>	<u>(510) 428-2016</u>
<u>Miriam Gomez*</u>		<u>Hayward</u>	<u>CA</u>	-	<u>(510) 693-4905</u>

FDD Exhibit E-1 - 2

Goosehead

04/02/201903/2020

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Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Amir Manzur*		Thousand Oaks	CA	91362	(805) 870-4501
Daniel Albitres*		Covina	CA	-	(626) 664-6845
Ignacio Grajeda*		Pasadena	CA	-	(626) 383-8420
Melissa Miller*		Los Angeles	CA	-	(503) 653-9080
Maria Santivanez*	-	Redondo Beach	CA	90278	(310) 379-5700
Melissa Miller* Chris Thom*	-	-San Jose	CA	-	(831) 373-2791 (503) 653-9080
Jordan Ayers Nancy Rangel	100 E San Marcos 18700 Beach Blvd, Suite 400	San Marcos Huntington Beach	CA	92069 92648	(760) 653-5300 (714) 627-5007
Rosen Stoynev Jeanette Lucero	26632 Towne Centre Drive #300 5811 Pine Ave, Suite A	Foothill Ranch Chino Hills	CA	92610 91709	(714) 660-2481 (909) 393-6508
Shawn Gartner Mike Miscione	4501 Mission Bay Drive, Ste. 2F 26650 The Old Road	Valencia San Diego	CA	91355 92109	(858) 335-1213 (661) 522-0199
Ron Gonzales Teresa Akahoshi	2442 Avenida De La Carlota 3333 E. Concourse, Ste. 450	Ontario Laguna Hills	CA	91764 92653	(714) 722-0698 (909) 980-3250
Anmol Grewal Tony Nguyen	912 11th 5000 Birch Street Suite 201-6,	Newport Beach Modesto	CA	92660 95354	(209) 353-2000 (310) 850-1096
Kraig Adams David W. Wagner	36914 Avenue 12, Unit 16 930 W 17th St. Suite F	Madera Santa Ana	CA	93636 92706	(209) 355-9456 (714) 886-3796
Maria Alcala Wayne Guzman & Ivan Wenzel	410 Alabama St 2028 E Route 66, Suite 106	Glendora Redland	CA	91740 92373	(909) 528-6642 (626) 513-8499
Laurent Dropsy Shuneka Olayvar	300 Spectrum 278 Town Center Drive	Santee Irvine	CA	92618 92071	(949) 254-4855 (619) 733-1245
Philip Miles	13104 Philadelphia St Ste #213	Whittier	CA	90601	(714) 993-9000
Stefan Leer	4511 Golden Foothill Parkway #2	El Dorado Hills	CA	95762	(916) 844-2836
Tina Jazinski Nathaniel Mesley	2655 First 820 Walnut Street, STE 250	Luis Obispo Simi Valley	CA	93401 93065	(805) 304-5829 466-9090
Robert Beknazarian	21300 Oxnard St, Suite 235	Woodland Hills	CA	91367	(818) 636-8467
Jared Norton	500 La Terraza Blvd, #150	Escondido	CA	92025	(619) 992-9448
Eric Nelson	15338 Central Ave, Suite 112	Chino	CA	91710	(949) 629-4449

Account	Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Fadi Chiha Rome	Trent Bird & Edgar	23505 Crenshaw Blvd, Suite 155 202	Torrance Canoga Park	CA	90505 91304	(310) 367-7569 (818) 818-3481
Nicholas Meigs	Paul Smith	8117 675 North Catalina Ave, #1204A Ingram Avenue, Suite 101	Fresno Redondo Beach	CA	93711 90277	(310) 729-0624 (559) 981-5016
Kevin Sciullo		6101 Cherry Avenue, Suite 205	Fontana	CA	92336	(909) 638-3822
Fred Vance		340 Rosewood Avenue, Suite B	Camarillo	CA	93010	(805) 914-5288
Mary Vargas		9440 Reseda Blvd #200	Northridge	CA	91324	(818) 347-3400
Kyle Degoe		1070 Concord Ave Suite 285	Concord	CA	94520	(925) 765-9014
Nickolas Peterson		1485 Civic Court, Suite 1352	Concord	CA	94520	
Phillip Powell		550 Seagaze Drive, L113	Oceanside	CA	92054	(760) 419-3414
Patrick Bustos		2200 Oak St.	Bakersfield	CA	93301	(661) 327-1621
Phil Hernandez		1215 West Imperial Highway, Suite 217	Brea	CA	92821	(714) 476-8807
Greg Barrios		3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 906-3350
Tony Wu		715 El Camino Real Suite 201	San Bruno	CA	94066	(415) 517-1580
Michelle LaPaglia		1800 Century Park East, Suite 600	Los Angeles	CA	90067	(310) 721-5668
Maria Montoya	Ken Marks	9700 Village Center 473 E Carnegie Dr Suite 50 F 200	Granite Bay San Bernardino	CA	95746 92408	(916) 787-5200 (951) 571-3835
Michael Karazin		28581 Old Town Front Street Suite 204	Temecula	CA	92590	(619) 890-3354
Ken Marks	Phil Hernandez	1215 West Imperial Highway, 9700 Village Center Dr Suite 217 50 F	Brea Granite Bay	CA	92821 95746	(714) 476-8807 (916) 787-5200
Greg Barrios		3333 E. Concourse Ste. 7102	Ontario	CA	91764	(951) 273-2500
Jerry Blakefield and Nick Christensen		2900 Adams St Suite C 255	Riverside	CA	92504	(951) 268-9652
Steve Kaustinen		9555 Warner Ave, Ste. F	Fountain Valley	CA	92708	(714) 519-7500
Jennifer Pinnegar		26131 Marguerite Parkway, Suite C	Mission Viejo	CA	92692	(949) 366-0320
Trent Bird	Anna Jemelian	155 N. Lake Avenue, 23505 Crenshaw Blvd Suite 804 155	Pasadena Torrance	CA	91101 90505	(818) 679-7292 (310) 367-7569
Michael Moses		29061 Marcus Ln	Highland	CA	92346	(760) 242-4399
Nick Ramirez		16255 Ventura Boulevard, Ste. 700	Encino	CA	91436	(818) 783-4345
Phillip Cothran Jr.		8285 Sierra Avenue, Ste. 108	Fontana	CA	92335	(909) 822-3544

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Mariana Hermosillo Justin Turner	171 S. Anita 300 E. Esplanade Dr, 9th floor, Suite 200 H935	Oxnard Orange	CA	92868 93030	(805) 654-1222 (951) 965-4651
Geoff Dopheide Joe Gilmartin	3333 E. Concourse Ste. 710 2942 Century Pl. STE:708	Costa Mesa Ontario	CA	92626 91764	(714) 943-1537 (909) 321-9225
Andrew Lam	13110 Spring St	Baldwin Park	CA	91706	(909) 598-8033
Michael Ehrmann	20121 Ventura Blvd, Suite 105	Woodland Hills	CA	91364	(818) 340-2666
Paul Nahigian	2265 Westwood Boulevard Unit 5	Los Angeles	CA	90064	(323) 510-4700
Bernhard Hoehle Philip Miles	3868 Carson 13104 Philadelphia Street, Ste. 300 #213	Whittier Torrance	CA	90601 90503	(714) 993-9000 (310) 831-4000
Jeremy Madiek	18075 Ventura Blvd., Ste 120	Encino	CA	91316	(818) 400-6489
Vahed Setaghian Keith Hinson	4205 Burbank Blvd. 21220 Devonshire St. Suite 108208	Burbank Chatsworth	CA	91311 91505	(818) 937-99970168
David W Wagner Dan Canzone	2808 E. Katella, Ste. 202 B 36914 Avenue 12, Unit 16	Orange Madera	CA	92867 93636	(714) 833-2261 (209) 355-9456
Michelle LaPaglia	1800 Century Park East, Suite 71	Los Angeles	CA	90067	(310) 721-5668
Alex Gudino	2112 E. 4th Street, Ste. 221	Santa Ana	CA	92705	(714) 831-2020
Justin Johnson	3333 E Concoors St Ste 7102	Ontario	CA	91764	(909) 334-2243
Jason Depuy	1215 K Street, 17th Floor	Sacramento	CA	95814	(925) 964-6262
Keith Hinson	21220 Devonshire St.Suite 208	Chatsworth	CA	91311	(818) 937-0168
Mike Littau	1445 VICTOR AVE #B,	Redding	CA	96003	(530) 223-5600
Kevin Seagren	1686 Second Street #214	Livermore	CA	94550	(925) 315-4396
Bryan Watson	41769 Enterprise Circle N., Ste. 205	Temecula	CA	92590	(949) 304-1700
Sidney Jackson Spencer Tyler	946 Calle Amanecer, 21151 S. Western Ave Suite F136	San Clemente Torrance	CA	92672 90501	(310) 702-6658 (949) 335-5588
Ty Robertson	600 Anton Blvd Ste 1100	Costa Mesa	CA	92626	(714) 546-2660
Steven Doden	1070 Concord Avenue, Suite 285	Concord	CA	94520	(925) 407-9900
Mai Vo	3487 McKee Road, Suite 53	San Jose	CA	95127	(408) 275-1636
Jose Faleon	14007 Inglewood Avenue	Hawthorne	CA	90250	(310) 973-2329

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Daniel Lapicola	1261 Locust Street, Suite 57	Walnut Creek	CA	94596	(925) 954-1559
Travis Thomas	2600 Balls Ferry Road Suite 2	Anderson	CA	96007-3574	(916) 806-3377
Teena Williamson	1400 Easton Dr., Suite 121	Bakersfield	CA	93309	(661) 489-7100
Steve Richardson	1145 Geer Road #D	Turlock	CA	95380	(209) 667-2222
Khames Abdelrahman	27140 Shadel Road	Menifee	CA	92586	(951) 536-0816
Bobby Legate	946 Calle Amanecer, Suite F	San Clemente	CA	92672	(949) 533-0796
Drew Potter	41593 Windchester Road, Suite 200	Temecula	CA	92590	(951) 672-8151
Mike Littau	1445 VICTOR AVE	Redding	CA	96003	(530) 223-5600
Nathaniel Mosley Sidney Jackson	840 Apollo 650 Cochran Street, #10	Simi Valley El Segundo	CA	93065 90245	(805) 304-5829 (310) 702-6658
Anna Jemelian	155 N. Lake Avenue, Suite 804	Pasadena	CA	91101	(818) 679-7292
David Baker Ty Robertson	2955 Moorpark Road, 600 Anton Blvd Ste. D 1100	Costa Mesa Thousand Oaks	CA	92626 91360	(714) 546-2660 (805) 491-2225
Jordan Ayers	100 E San Marcos Blvd Suite 400	San Marcos	CA	92069	(760) 653-5300
Michael Moses	1255 WEST COLTON AVE SUITE 125	Redlands	CA	92374	(760) 242-4399
Anmol Grewal	912 11th Street Suite 201-6,	Modesto	CA	95354	
Bobby Legate	946 Calle Amanecer, Suite F	San Clemente	CA	92672	
Natalie Diaz	14726 Ramona Avenue, Suite E-13	Chino	CA	91710	(909) 703-1433
Kevin Seagren	1686 Second Street Suite 214	Livermore	CA	94550	(925) 315-4396
Jennifer Pinnegar	26131 Marguerite Parkway, Suite C	Mission Viejo	CA	92692	(949) 366-0320
Steve Richardson	1145 Geer Rd	Turlock	CA	95380	(209) 667-2222
Bryan Watson	41769 Enterprise Circle N., Ste. 205	Temecula	CA	92590	(949) 304-1700
Rosen Stoynev	26632 Towne Centre Drive Ste 300	Foothill Ranch	CA	92610	(714) 660-2481
Steven Doden	1070 Concord Avenue, Suite 285	Concord	CA	94520	(925) 407-9900
Jeremy Madick	18075 Ventura Blvd., Ste 219	Encino	CA	91316	(818) 400-6489
Rony Butrus	1255 Avocado Avenue, Ste. 102	El Cajon	CA	92020	(619) 606-4422
Shawn Gartner	4501 Mission Bay Drive, Ste. 2F	San Diego	CA	92109	(858) 335-1213

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Daniel Lapicola	1261 Locust Street, Suite 57	Walnut Creek	CA	94596	(925) 954-1559
Michael Ehrmann Dopheide	555 Anton 20121 Ventura Blvd- Ste 266, Suite 105	Woodland Hills Costa Mesa	CA	91364 92626	818-465-6506 (714) 943-1537
Dan Canzone	2808 E. Katella, Ste. 202-B	Orange	CA	92867	
Paul Smit Shelly Malone	517811 North Mountain Catalina Ave, Suite 202 Ste 1204A	Redondo Beach Upland	CA	90277 91786	(310) 729-0624 (209) 894-2660
Teena Williamson Araujo	10670 Civic Center 4801 Calloway Dr. Suite 210 Suite 101	Rancho Cucamonga Bakersfield	CA	92730 93314	(661) 489-7100 (626) 301-0472
Nick Ramirez	16255 Ventura Boulevard, Ste. 700	Encino	CA	91436	(818) 783-4345
Justin Johnson Adriana Flores	1108 5th St., St #205 3333 E Concourse St Ste 7102	San Fernando Ontario	CA	91340 91764	(909) 334-2243 (818) 838-7311
David Baker	2955 Moorpark Road	Thousand Oaks	CA	91360	(805) 491-2225
Justin Turner	4193 Flat Rock Drive	Riverside	CA	92505	(951) 965-4651
Alex Gudino	2112 E. 4th Street, Ste. 221	Santa Ana	CA	92705	(714) 831-2020
Phillip Cothran Jr.	8285 Sierra Avenue, Ste. 108	Fontana	CA	92335	(909) 822-3544
Joe Gilmartin	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 321-9225
Spencer Tyler	946 Calle Amanecer, Suite F	San Clemente	CA	92672	(949) 335-5588
Vaheh Setaghian	4205 Burbank Blvd. Suite 108	Burbank	CA	91505	(818) 937-9997
Travis Thomas	437 Cedar St	Red Bluff	CA	96080	(916) 806-3377
Jerry Blakefield and Nick Christensen	2900 Adams St Suite B30-18	Riverside	CA	92504	(951) 268-9652
Paul Nahigian	2265 Westwood Boulevard Unit 5	Los Angeles	CA	90064	(323) 510-4700
Bernhard Hoehle	3868 Carson Street, Ste. 300	Torrance	CA	90503	(310) 831-4000
Marius Mitrofan	106 S Grape Street, Suite 4	Escondido	CA	92025	(858) 733-1800
Shelby Edwards**		Arvada	CO	-	(303) 570-0136
Gayle Cook**	357 McCaslin Blvd	Louisville	CO	80027	(720) 399-5553
Jennifer Hansen**		Colorado Springs	CO	--	(719) 684-1195
Ian Bennett and Patricia Reimann**	1615 Platte St	Denver	CO	80202	(720) 480-9763

Account Franchisee Name	Mailing Street	City	State	Zip Code		Phone Number
Lisa Baker*		Aspen	CO	--		
Patrick Meyers*		Englewood	CO	80113		(303) 757-2400
Brian Ferguson*		Longmont	CO	80501		(720) 552-6949
Timothy Campbell*		Longmont	CO	80501		(720) 275-0146
Brian Heraty*	7535 East Hampden Avenue, Suite 400	Denver	CO	80231		(720) 599-1883
Kelly Burns*	6909 South Holly Circle, Unit 320	Centennial	CO	80112		(303) 770-5652
Kasey Doss*		Parker	CO	80134		(303) 841-5863
Amber Rubio	3540 Hwy 52, Unit D2	Frederick	CO	80516		(720) 689-5855
Jim Kelly	10259 S. Parker Road, Suite 300	Parker	CO	80134		(303) 519-9556
Michelle Randel	727 Main Street	Longmont	CO	80501		(720) 863-7778
Van Korell	5777 S. Rapp Street	Littleton	CO	80120		(303) 730-1651
Anita Martinez	1501 W Campus Drive, Suite E	Littleton	CO	80120		(303) 245-2169
John McPherson	9800 Mount Pyramid Ct, #400	Englewood	CO	80112		(303) 762-3522
Rodney Frank*	9614 Las Colinas Dr 6970 S Holly Circle Suite 104 D	Lone Tree Centennial	CO	80124 80112		(303) 572-0073
Abbey Fuller	3190 S Vaughn Way Ste 550	Aurora	CO	80014		(303) 757-7241
Adrian Romano*	760 Whalers Way, Building C, Suite 110	Fort Collins	CO	80525		(307) 635-2821
Abbey Fuller*	6105 South Main Street, Suite 200	Aurora	CO	80016		(303) 757-7241
Sam Morrill	12265 Oracle Blvd Ste 105	Colorado Springs	CO	80921		(719) 660-8355
Kendall Keil	155 E. Boardwalk Dr., Suite 400	Fort Collins	CO	80525	(970) 829-8141	
Justin Oldham	8690 Wolff Court, Suite 200	Westminster	CO	80031	720-301-4183	
Tony Holliday	102 S Tejon, Suite 1145	Colorado Springs	CO	80903	(402) 680-6984	
Tom Davis	1755 Telstar Drive Suite 336	Colorado Springs	CO	80920		(919) 745-7981
Mark Gloeckler Tony Holliday	427 Belleview Unit 100 102 S Tejon, Suite 1145	Crested Butte Colorado Springs	CO	81224 80903		(720) 837-8297 (402) 680-6984
Keeley Essig	390A 390 Walnut Street, STE 105A 105?	Brighton	CO	80601		(720) 307-5156
Kendall Keil	3926 John F Kennedy Parkway, Suite 9A	Fort Collins	CO	80525		(970) 829-8141

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Matt Mullins Justin Oldham	12021 Pennsylvania Street 8690 Wolff Court, Suite 205A200	Thornton Westminster	CO	80241 80031	(720) 481-9192 301-4183
Michael Skaling**		Coventry	RI	6074	(860) 644-2555
Andrew Zebendon*		Wethersfield	CT	6109	(860) 563-8171
James "Jim" Hollar*		Hamden	CT	6518	(203) 281-4100
Burgandee Schley*		W Hartford	CT	6107	(860) 994-4874
Jeff Brand*		West Hartford	CT	6107	(860) 521-0674
Kanne Agency, LLC*		Ellington	CT	6029	(860) 870-7777
Sean Goode*		Fairfield	CT	6824	(203) 844-0287
Benjamin Hoisington*	57 Dodge Avenue	North Haven	CT	6473	(860) 724-4168
Hernando Aponte*		Stamford	CT	-	(203) 820-1696
Nicholas Phillips	30 Old Kings Hwy S, Suite 225	Darien	CT	6820	(347) 579-7196
Nathan Archer**	83 Wooster Heights Rd., Suite 157	Danbury	CT	6810	(443) 223-1978
Baiju Coilparampil*	399 E Putnam Ave, Ste 4	Cos Cob	CT	6807	(203) 301-8388
Kurt Werner	2033 E Main Street	Torrington	CT	6790	(860) 453-6500 201-0381
Ryan Dumond	51 N35 North Main Street, Suite 2B-3Ste 3A-10	Southington	CT	6489	(860) 539-3682
Tina Helfer*	5506 Connecticut Ave NW, Ste 20	Washington	DC	20015	(202) 734-5600
Parris Patten*		Dover	DE	19901	(302) 698-9272
Louis Fevrin*	915 N Dupont Blvd, Ste 102	Milford	DE	19963	(302) 424-8490
Zach Philippe*	-	New Castle	DE	-	(302) 544-4395-Undo
Drew Hardgrave *Harrison Froid**	-	St. Petersburg Cantonment	FL	-33710	(727) 599-4681 (850) 288-1253
Corey Toombs Debbie Price**	-11268 Winthrop Main Street	Riverview Orlando	FL	33578 32829	(407) 406-5960 (813) 598-1769
Vicky Ortiz*	1683 Lakehurst Ave	Winter Park	FL	32789	(305) 431-4800
Carol Kilpatrick*	-	Jacksonville	FL	-	(309) 212-6023
Michael Masih-Das*	6595 S Florida Ave	Lakeland	FL	33813	(863) 333-7003

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Mike Deyoung* Steve Gilbert**	1950 550 N- Commerce Pkwy. Reo St. Suite 6300	Weston Tampa	FL	33326 33609	(954) 993-6198 (503) 720-3904
David & Ingrid Cheesborough** Burt Hogan**	-145 Nw Central Park Plaza	Miramar Port St Lucie	FL	33027 34986	(305) 308-2389 (772) 985-4281
Alberto M. Jimenez* Raymond Campbell**	-	Miami Homestead	FL	33196	(305) 602-5200 (786) 201-4106
Eddie Ortega*		Fort Lauderdale	FL	33315	(954) 790-0177
Kelvin Mayner* Zach Landis	112 S 6th Street	Palatka Daytona Beach	FL	32177 32114	(386) 271-4421 323-3779
Glenn Midnet Jr. Danielle Drissi*	9132 Strada Place, Ste. 11200	Naples	FL	34108	(239) 253-2400 (214) 973-0306
Ian Mazzola* Jonathan Noda	3049 Cleveland 4723 West Atlantic Avenue, Ste. 237Suite 3	Fort Myers Delray Beach	FL	33901 33445	(305) 793-3508 (561) 451-7314
Grace White*		Palm Bay	FL	32909	(321) 652-8612
Eric Lane Adrian Jones*	4611 North Grady Avenue	Tampa	FL	33614 33637	(904) 874-7961 (813) 556-7116
Gary & Sam Paul* Rick & Chase Hancock	12627 San Jose 5889 S. Williamson Blvd Suite 503 1414	Jacksonville Port Orange	FL	32223 32128	(904) 982-6345 (765) 729-8241
Brittany Morrison*		North Miami	FL	-	(305) 896-5752
Gabriela Frederick*		Lake Worth	FL	33467	(954) 553-8182
Thomas Scorza Ryan Carlyle	6650 W. Indiantown Road 200 E Granada Blvd, Suite 60202	Jupiter Ormond Beach	FL	33458 32176	(386) 871-4665 (561) 515-8994
Jordan Reyes Thomas Provost	13 Palafox Place #200 3000 Langley Ave Ste 402, Office 6	Pensacola	FL	32502 32503	(850) 332-1205 777-3397
Chris Ferrill & Paul Massey	941 W Morse Blvd Suite 100	Winter Park	FL	32789	(407) 347-2222
Joseph Garuckas Edgar Belfort	2200 N. Commerce Parkway 1700 South Dixie Highway, Suite 200 506	Boca Raton Weston	FL	33432 33326	(561) 990-5771 (954) 385-6660
Joey Santoro & Maytee Santoro Daniel Valiente	7735 123 NW 64 St. Bay #213th Street, Suite 304-10	Doral Boca Raton	FL	33432 33166	(305) 599-8113
Richard Collins	342 Paseo Reyes Drive	St Augustine	FL	30295	(954) 232-3753
Zac Hoevelman	203 E 3rd Street	Sanford	FL	32771	(936) 577-6108
Fred Behnke	4000 Hollywood Blvd, Ste 531	Hollywood	FL	33021	(954) 613-1441

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Richard Sindone	1603 US-1 #101	Sebastian	FL	32958	(772) 783-2077
Tracy Allen	6375 Highway 90, Suite B	Milton	FL	32570	(850) 564-7887
Trevor Reddell Ryan Mahon	701 S Howard ave suite 205 100 S. Ashley Drive, Suite 600	Tampa	FL	33602 33606	(813) 906-6676 930-7838
Lou Tharayil	5720 Gall Blvdm STE 1	Zephyrhills	FL	33542	(813) 702-9116
Michael Pinto Masem	2405 Quantum Blvd 9830 SW 77 Ave, Suite 200	Boynton Beach Miami	FL	33426 33156	(954) 895-6453 (305) 520-5833
Stephanie Velez	921 East Semoran Blvd, Suite 921	Casselberry	FL	32707	(321) 696-0262
Shane Lindsay Tim Pariden & Heather Andrews	9805 Gulf Dr 1777 Tamiami Trail, Suite 304-1	Port Charlotte Anna Maria	FL	34216 33948	(941) 357-7491 548-6228
Raymond Campbell Rob Hazewinkel	4628 Summerdale Blvd 2252 Twelve Oaks Way, Suite A-102	Pace Wesley Chapel	FL	32571 33544	(850) 698-3213 (813) 750-7447
David Cheesborough	11820 Miramar Parkway, Suite 226	Miramar	FL	33025	(954) 780-8775
Corey Toombs	5323 Millenia Lakes Boulevard, Suite 303	Orlando	FL	32829	(407) 545-4080
Victoria Ortiz	157 East New England Ave, Suite 202	Winter Park	FL	32789	(407) 287-5522
Mike De Young	1950 N Commerce Pkwy, Suite 6	Weston	FL	33326	(954) 993-6198
Bill Gentry Carol Kilpatrick	12724 Gran Bay Parkway West 13500 Sutton Park Drive S, Suite 410	Jacksonville	FL	32258 32224	(904) 515-6830 575-3007
Ken Denski	1451 W Cypress Creek Rd #300	Ft Lauderdale	FL	33309	(954) 393-8831
Cody Owens	9786 South Orange Blossom Trail, Ste. 101	Orlando	FL	32837	(843) 301-0709
Paul Wunstell	475 Harrison Ave, STE 215	Panama City	FL	32401	(850) 276-5347
Tiffany Owen	1080 E Indiantown Rd, Suite 104	Jupiter	FL	33477	(561) 632-3714
Justin Ross	10100 W Sample Rd Suite 102	Coral Springs	FL	33065	(954) 880-2318
Jimmy Gutierrez	825 S.E. 8th Avenue, Ste. 207	Deerfield Beach	FL	33441	(954) 682-0181
Joshua Davis	1102 N. Main Street Suite E	Wildwood	FL	34785	(352) 303-7190
Daniel Valiente Jeremy Hawkins	110 E. Broadway St., Ste. 103 7735 NW 64 St Bay #2	Miami Oviedo	FL	33166 32765	(305) 599-8113 (407) 461-6883
Glenn Lubin	300 S Orange Ave 660 Executive Park Court, STE 1000	Apopka Orlando	FL	32801 32703	(321) 319-9445

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Ruth McFarland	7256 SW 62nd Ave 2801 Southwest College Road, Suite 2-103 17	Ocala	FL	34476 34474	(352) 322-0865
Tim Rariden & Heather Andrews Darian Ward	2150 Seven Springs Blvd 1301 6th Ave W, Suite 100	Trinity Bradenton	FL	34655 34205	(727) 862-6609 (941) 357-7491
Joey Kirkland	3 Miracle Strip Loop Ste B	Panama City Beach	FL	32407	(850) 250-0823
Darian Ward Barney Stewart	4651 Salisbury Road Suite 400 2150 Seven Springs Blvd	Jacksonville Trinity	FL	32256 34655	(904) 997-1020 (727) 862-6609
Joan Wilson Alfred Cornacchio	949-B NE Jensen Beach Boulevard 3520 Thomasville Road, Suite 201D	Jensen Beach Tallahassee	FL	34957 32309	(772) 208-5504
Zach Landis Theresa Heitman	312 S Old Dixie Highway, Unit 203 112 S 6th Street	Jupiter Palatka	FL	33458 32177	(386) 271-4421 (561) 200-3620
Barney Stewart Chance Hazeltine	205 West Venice Avenue, Unit 201 13500 Sutton Park Dr S, Suite 302	Venice Jacksonville	FL	34285 32224	(904) 513-8111 (941) 375-2377
Rick & Chase Hancock Ryan Altenhof	5445 Village Drive #106 12627 San Jose Blvd Suite 503	Jacksonville Rockledge	FL	32223 32955	(321) 292-0896 (904) 982-6345
Sev TamayoAndy Kasten	5310 NW 33rd Avenue #206 6277 A1A South, Ste. 102	Fort Lauderdale Saint Augustine	FL	33309 32080	(954) 633-2410 (386) 569-7174
Alexis & Maggie Del Valle	2222 Ponce De Leon Blvd Suite 300	Coral Gables	FL	33134	(305) 964-7713 x102
Andy Kasten	5310 NW 33rd Avenue #206	Fort Lauderdale	FL	33309	(954) 633-2410
Jordan Reyes	13 Palafox Place #200	Pensacola	FL	32502	(850) 332-1205
Alfred Cornacchio	949-B NE Jensen Beach Boulevard	Jensen Beach	FL	34957	(772) 208-5504
Ryan Carlyle Joan Wilson	3520 Thomasville Road, 790 Juno Ocean Walk Suite 201D 202	Tallahassee Juno Beach	FL	32309 33408	(561) 515-8994 (850) 322-0789
Eric Lane	4611 North Grady Avenue	Tampa	FL	33614	(904) 874-7961
Jonathan Noda Sev Tamayo	6277 A1A South 3049 Cleveland Avenue, Ste. 102 237	Saint Augustine Fort Myers	FL	32080 33901	(386) 569-7174 (305) 793-3508
Joshua Davis	1102 N. Main Street Suite E	Wildwood	FL	34785	(352) 303-7190
Ryan Altenhof James Givens	9100 Conroy Windermere Road 1384 Heritage Acres Suite 200B	Rockledge Windermere	FL	32955 34786	(321) 917-0576 292-0896
Jeremy Hawkins	120 Alexandria Blvd. Suite 12	Oviedo	FL	32765	(407) 461-6883

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Theresa Heitman	2560 RCA Blvd Sute 115-A	Palm Beach Gardens	FL	33410	(561) 200-3620
Chance Hazeltine	1819 Main Street, Suite 250	Sarasota	FL	34236	(941) 375-2377
Justin Ross	10100 W Sample Rd Suite 102	Coral Springs	FL	33065	(954) 510-5255
Pinto Agency	9830 SW 77 Ave, Suite 200	Miami	FL	33156	(305) 520-5833
Prince Gontee*		Jonesboro	GA	30236	(678) 400-0842
Christie Long*	1201 Brampton Avenue	Statesboro	GA	30458	(912) 764-6195
Jeffrey Canterbury*		Cumming	GA	30028	(678) 631-6311
Melvin Ingram* Austin Maddox*	-800 Battery Avenue SE, Suite 100	Atlanta	GA	-30339	(770) 450-8700 (678) 280-1411
Luke Howard*		Milton	GA	30004	(470) 299-4641
Michael Diffie*		Acworth	GA	30101	(678) 344-7200
Jim Sheridan*		Dallas	GA	-	
Spencer Whitmire*		Kennesaw	GA	30152	(770) 420-8984
Daniel Gleasure*		La Grange	GA	30241	(785) 760-3396
Nathan Brain*		Newnan	GA	30263	(770) 251-3925
Barry Gravitt*		Pooler	GA	31322	(912) 712-1190
MM Insurance Agency, LLC*		Fayetteville	GA	30214	(770) 716-7790
Ben Goodrich*		Cumming	GA		(385) 309-3099
Alexeia Cooper** Tibou Taylor*	3035 Peachtree Road NE, Floors 1 and 2	Atlanta	GA	30306 30305	(404) 964-5652 760-2772
Charles Lambert*		Roswell	GA	30075	(678) 871-8800
Tonia Kiser*		Marietta	GA	30066	(678) 494-9903
John Stewart*	55 Park Square Court Suite 101	Roswell	GA	30075	(678) 813-2229
Jenise Belay*	570 Colonial park dr suite 309	Roswell	GA	30075	(770) 225-8075
Chadd Bruce*	-	Savannah	GA	-	(478) 361-6027
Austin Moss & John Nixon	1526 Monte Sano Avenue	Augusta	GA	30904	706) 955-1357
Ben Bloodworth	760 Old Roswell Road	Roswell	GA	30076	404) 383-4144
Lee Sjolholm	1304 Bombay Lane	Roswell	GA	30076	(770) 822-9165

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Shannon Hudson & Josh Knight	5555 Glenridge Connector, Suite 200, Office 16	Atlanta	GA	30342	(770) 599-2277
Gary Miller Jr	3280 McEver Road Suite 111	Buford	GA	30518	(678) 8940833
Rena Richardson	2020 Avalon Pkwy Suite 345	McDonough	GA	30253	(770) 742-7442
Christian Cornell	3017 Bolling Way NE, Ste 152	Atlanta	GA	30305	(404) 492-8303
Daniel Chadwick & David Coury	2475 Northwinds Parkway, Suite 200	Alpharetta	GA	30009	(404) 600-1105
Mike Justice	4295 Buford Dr #2E	Buford	GA	30518	(678) 999-7171
Matthew Griffin	351-B Dahlonga Street	Cumming	GA	30040	(770) 285-7833
Rachel Hulett	367 Prince Avenue, Suite 3G	Athens	GA	30601	(478) 719-0825
Alex Wilkinson & Jordy Broder	4651 Roswell Road, STE C204	Atlanta	GA	30342	(678) 389-6055
Jason Cowen	50 Glenlake Parkway, Suite 600	Atlanta	GA	30328	(678) 786-7499
Francisco Sanchez**	-1350 Scenic Highway, Suite 266	Sandy SpringsSnellville	GA	30350 30078	(770) 988-5522 (470) 781-8886
Kenneth "Kenny" Woelpper**	-	Savannah	GA	-	(410) 303-2340 (734) 244-3165 (678) 894-1716
Christopher Wszelaki**	110 Haversham Habersham Dr, Suite 152	Fayetteville	GA	30214	(773) 202-9911 (217) 697-5977
Kenny Woelpper	130 E. 39th Street	Savannah	GA	31401	(912) 527-7229
Alexcia Cooper	3017 Bolling Way, Suite 106	Atlanta	GA	30305	(404) 480-5225
Joseph Valdivia*Jeff Brown**	5412 W Addison St	ChicagoChatham	IL	60641 62629	(773) 202-9911 (217) 697-5977
Gary Boniek*Blake Mitroff**	145 Regal Drive101 N. Main Street, Box 214	Crystal Lake	IL	60014	(815) 621-3375 (312) 319-2811
Tom Thorsen*	20635 Abbey Woods Ct. N Suite 303, Office 2	Frankfort	IL	60423	(708) 227-8536 (708) 717-4134 (773) 418-4444
Greg MonelleKing*	-	Chicago	IL	-60615-4553	(305) 965-9314 (312) 498-0700
Robbie Palmiotto*Fabian Tenorio*	6400 N. NW Hwy Ste.4	BloomingtonChi- eago	IL	6010860631	(847) 250-1430 (618) 826-5441
Paul Gentry*Jonathan Walker*	-	Arlington HeightsCarterville	IL	60005-	5441

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Matthew Steuart* Matt Haselhorst*	644 N 2nd St	Geneva Breese	IL	-62230	(618) 971-7578 (630) 806-9487
Robin Jackson* Chris Seave*	4770 N. Milwaukee Avenue 1136 S. Delano Court West, Suite B201	Chicago	IL	60630 60605	(773) 282-5422 870-2473
Steven Junge Jaime Reyes*	-	Belleville Mount Prospect	IL	60056 62220	(618) 628-2378 (847) 863-0397
Kraigg Knary*	NA	Moline	IL	61265	(309) 792-8200
Teo Abrego Joe Kosner*	7110 127th Street 223 Batavia Ave, Suite 150201	Palos Heights Batavia	IL	60463 60510	(708) 713-5994 (630) 283-6204
Tyler Payne*		Springfield	IL	-	(217) 825-6443
James Jaskoske*	385 E North Ave	Northlake	IL	60104	(630) 675-0103
Joe Levato*	-	Wheeling	IL	60090	(847) 229-8301
Steven Junge*	-22 s 20th st	Belleville	IL	62226	(618) 628-2378
Ryan Creasey*	-	Chicago	IL	-	(630) 649-9447
Gary Bonick*	145 Regal Drive	Crystal Lake	IL	60014	(815) 621-3375
Joseph Valdivia*	5412 W Addison St	Chicago	IL	60641	(773) 202-9911
Paul Gentry*		Carterville	IL		(618) 826-5441
Andre Haywood	1739 E 87th St	Chicago	IL	60617	(773) 832-7111
Bryan Cummins	5600 N River Road Suite 420	Rosemont	IL	60018	(847) 757-0968
Brian Saving	11535 South Central Avenue	Allsip	IL	60803	(708) 258-5452
Margie Burba	28100 North Ashley Circle Ste 101C	Libertyville	IL	60048	(847) 807-6889
Mike Oswald	623 W US Highway 34	Plano	IL	60545	(630) 552-8759
Adam Tamas* Paul Carlson	2815 Forbs Ave 3600 E State St Ste 107210	Hoffman Estates Rockford	IL	60192 61108	(312) 810-1221 (815) 209-9119
Britni Franklin	3501 East 106th, Suite 203	Chicago	IL	60617	(773) 576-1638
Tim Schmeltz**	-5600 N. River Road, Ste. 400	Park Ridge Rosemont	IL	-60018	(847) 417-6019 558-2922
Greg Jones**	100 West Roosevelt rd Rd, Unit B8-204	Wheaton	IL	60189 60187	(630) 913-3512 884-8882
Michael Pignotti	24014 Renwick Road, Ste. 105	Plainfield	IL	60544	(630) 300-8028

Account	Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Walter Sheldon		8 W Campbell Ste 207	Arlington Heights	IL	60005	(847) 624-9300
Mike Gule		4905 Main Street	Downers Grove	IL	60515	(847) 613-4351
Michael Bigler		411 E. Vienna Street	Anna	IL	62906	(618) 614-7373
Leroy Patterson		19150 South Kedzie Avenue, Suite 102	Homewood	IL	60430	(708) 856-8778
Kevin Thornton Jr		260 S Schmidt Rd	Bolingbrook	IL	60440	(630) 771-9900
Alyson Kneeland		612 Executive Drive	Willowbrook	IL	60462	(708) 351-3056
Hal Baker		1000 Hart Rd, Suite 300	Barrington	IL	60010	(847) 276-2717
Jordan Phillips		612 Executive Drive	Willowbrook	IL	60527	(618) 215-2099
Derek Martin		605 N. Michigan Avenue, Suite 458	Chicago	IL	60611	(618) 214-7725
Timothy Leyden		1165 N. Clark St., STE 700	Chicago	IL	60610	(773) 233-3773
Shane Parekh		3855 North Cicero Ave	Chicago	IL	60641	(773) 930-4941
Nathan Powell		15 North Edgelawn Dr, Suite 4	Aurora	IL	60506	(630) 816-8694
Chris Scavo	Jorge Soto	1600 Golf 5600 N. River Road, Corporate Center, Suite 1200 <u>420</u>	Rolling Meadows <u>Rosemont</u>	IL	60008 <u>60018</u>	(630) 956-2651 <u>(773) 282-5422</u>
Tom Thorsen		<u>20635 Abbey Woods Ct. N Suite 303, Office 2</u>	<u>Frankfort</u>	<u>IL</u>	<u>60423</u>	<u>(708) 532-0120</u>
Teo Abrego		<u>7110 127th Street, Suite 150</u>	<u>Palos Heights</u>	<u>IL</u>	<u>60463</u>	<u>(708) 713-5994</u>
Sonny Ellen		218 S. Bridge Street	Yorkville	IL	60560	(630) 466-9600
Jim Sherwood		401 E Prospect Ave #212	Mt. Prospect	IL	60056	(847) 278-4606
Eric Johnson		15255 South 94th Avenue, Fifth Floor	Orland Park	IL	60462	(312) 623-5337
Mike Nolan	John McCartney	50 S. Main <u>2272 W. 95th</u> Street, Suite <u>207200</u>	Naperville	IL	60540 <u>60564</u>	(630) 300-3681 <u>836-8094</u>
Matthew & Stephanie Sisson		<u>202 Park Ave</u>	<u>Grayslake</u>	<u>IL</u>	<u>60030</u>	<u>(847) 584-3999</u>
Matt Haselhorst	Gavin Petrea	644 N 2nd St 2110 Troy Rd, Ste I	Breese Edwardsville	IL	62230 <u>62025</u>	(618) 216-1169 <u>744-0885</u>
Kevin Boggs		125 E. Lake St, Suite 207	Bloomington	IL	60108	(312) 969-2773
Tim Winters		10336 S Western Ave, Suite 9	Chicago	IL	60643	(773) 744-2879
Jen Ostalowski		1580 N. Northwest Highway, Suite 312	Park Ridge	IL	60068	(847) 696-6140

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John McCartney	4320 Winfield Road, Suite 200	Warrenville	IL	60555	630-836-8094
Matthew & Stephanie Sisson	71 S Whitney Street	Grayslake	IL	60030	(847) 584-3999
Linda Ramirez	119 S Grove St.	Elgin	IL	60120	(224) 238-7373
Vincent Holloway	477 N Bolingbrook Drive	Bolingbrook	IL	60440	(630) 312-8481
Jason Riha	18700 South Wolf Road, Suite 225	Mokena	IL	60448	(708) 262-0099
Todd Chambers	1800 E Northwest Hwy	Arlington heights	IL	60004	(773) 945-5479
Mark Pils	875 Feinberg Ct Suite C	Cary	IL	60013	(847) 951-6601
John DeVae	612 Executive Drive	Willowbrook	IL	60527	(630) 581-5255
Derek Tschudin	781 Sunset Boulevard, Ste 200	O'Fallon	IL	62269	(618) 589-0868
Mike Gulo	4905 Main Street	Downers Grove	IL	60515	(847) 613-4351
Mike Nolan	50 S. Main Street, Suite 207	Naperville	IL	60540	(630) 300-3681
Jim Sherwood	401 E Prospect Ave Unit 212	Mt Prospect	IL	60056	(847) 278-4606
Eric Johnson	15255 South 94th Avenue, Fifth Floor	Orland Park	IL	60462	(312) 623-5337
Vincent Holloway	477 N Bolingbrook Drive	Bolingbrook	IL	60440	(630) 312-8481
Walter Sheldon	8 W Campbell St Ste 207	Arlington Heights	IL	60005	(847) 481-8087
Kristine Pokrandt Timothy Leyden	3323 W Diversey Ave, Studio #13 1165 N. Clark St., STE 700	Chicago	IL	60610 60647	(773) 9173040 (619) 871-5524
Gene Guldbrandsen	201 W. Springfield Avenue, Ste. 502	Champaign	IL	61820	(217) 671-8103
Kristine Pokrandt	3323 W Diversey Ave, Studio 13	Chicago	IL	60647	(619) 871-5524
Mark Pils	875 Feinberg Ct Suite 102	Cary	IL	60013	(847) 951-6601
Todd Chambers	1800 E Northwest Hwy	Arlington heights	IL	60004	(773) 945-5479
Jason Riha	18700 South Wolf Road, Suite 225	Mokena	IL	60448	(708) 880-7040
Kevin Boggs	125 E. Lake St, Suite 207	Bloomingtondale	IL	60108	(312) 969-2773
Hal Baker	1000 Hart Rd, Suite 300	Barrington	IL	60010	(847) 276-2717
Jordan Phillips	612 Executive Drive	Willowbrook	IL	60527	(618) 215-2099
Derek Martin	605 N. Michigan Avenue, Suite 458	Chicago	IL	60611	(618) 214-7725
Jorge Soto	1600 Golf Road, Corporate Center, Suite 1200	Rolling Meadows	IL	60008	(630) 956-2651

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Michael Pignotti	24014 Renwick Road, Ste. 105	Plainfield	IL	60544	(630) 300-8028
John DeVae	612 Executive Drive	Willowbrook	IL	60527	(630) 581-5255
Kevin Thornton Jr	260 S Schmidt Rd H2	Bolingbrook	IL	60440	(630) 771-9900
Linda Ramirez	119 S Grove St.	Elgin	IL	60120	(224) 238-7373
Steve Phillips*	2680 E Main St, Ste 313	Plainfield	IN	46168	(463) 777-5440
Ryan Thiery* Scott Petzke	SE Washington 250 N Main Street-Ste 2C, STE 10i	Oswego Crown Point	IL IN	60543 46307	(331) 481-7877 (219) 240-1816
Andrew Metzler*		Indianapolis	IN	46240	(317) 844-4402
MK Insurance Services, LLC*		West Lafayette	IN	47906	(765) 497-9696
Ian McIntyre*		Avon	IN	46123	(317) 699-2295
Matt Hileman*	219 W Main Street	Cambridge City	IN	47327	(765) 478-4611
CS Insurance Agency, LLC*	-	Indianapolis	IN	-	(317) 803-2241
Brandon Oburn*	10330 Pleasant St Ste 300	Noblesville	IN	46060	(317) 773-6900
Bric Bradford*	-	Brazil	IN	47834	(812) 446-2521 x 3308
Josh Bailey	615 N Indiana Ave, Suite 200	Crown Point	IN	46307	(219) 802-5880
Beth Crook	1319 Magnavox Way	Fort Wayne	IN	46804	(260) 999-5714
Brandon Oburn* Simon Sefton	10330 Pleasant St Ste 300 1606 Nordland Drive, Suite 251B	Noblesville Carmel	IN	46060 46032	(317) 773-6900 203-3313
Eric Graebe Scott Metzler & Shannon Stout	2620 N. Walnut Street 2809 W Godman Ave, Suite 200	Bloomington Muncie	IN	47404 47304	(812) 803-2657 (765) 530-4511
Ted King	13295 N Illinois St Suite 137	Carmel	IN	46032	(919) 669-5290
Robert Hufty	438 S. Emerson Avenue, Suite 211	Greenwood	IN	46143	(317) 743-5558
Eric Graebe	2620 N. Walnut Street, Suite 200	Bloomington	IN	47404	(812) 803-2657
Ross Viner*	1603 North Chapel Hill Rd, Ste 100	Wichita	KS	67206	(316) 687-9100
RK Insurance Services, LLC*		Newton	KS	67114	(316) 282-8006
Tats Shepherd & Kim Snare*		Andover	KS	67002	(316) 869-1235
Rebecca Martin* Megan Brown	16037 S Bradley Drive 303 Cherokee St	Olathe Leavenworth	KS	66062 66048	(913) 764-1000 631-4770
Tom Watson	12345 West 95th Street, Suite 200	Lenexa	KS	66215	(913) 451-4949

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Megan Considine	9662 Quivera Rd	Lenexa	KS	66215	(913) 888-8787
Scott Hanika	7340 W 21st Street, Suite 101-J	Wichita	KS	67205	(316) 641-2170
Jared Wise**		Owensboro	KY	-	
Adam Rider*		Bowling Green	KY	42103	(270) 846-7878
John Wood*		Louisville	KY	-	(859) 253-1626
Crystal Robinson* Carlos Boston*	103 Riviera Dr	Shreveport Slidell	LA	71118 70460	(985) 445-4848 (318) 686-8996
Ben Guillory Jr*		New Orleans	LA	70122	(504) 943-0512
John Snyder* Patrick Painter*	128 Demanade Blvd, SUITE 208 204 Fairlane Drive	Lafayette	LA	70507 70503	(337) 315-1361 940-1612
Roland Gilfour* Jeremiah Wilson*	-	Baton Rouge Shreveport	LA	-	(504) 810-5360 (318) 465-5337
Christopher Holmes**	-	Abita Springs	LA	-	(805) 499-3351
James Washington*	-	New Orleans	LA	-	(504) 915-2147
Roland Gilfour*	-	Baton Rouge	LA	-	(504) 810-5360
Mariano Villacorta	2160 8th Street, Suite A	Mandeville	LA	70471	(504) 569-5855
Bart Lane	20103 Old Scenic Hwy 7A	Zachary	LA	70791	(318) 452-0411
Phillip Hebert	124 Heymann Blvd Suite 107	Lafayette	LA	70503	(337) 347-7184
Austin Luke	101 Feu Follet Road, Suite 210	Lafayette	LA	70508	(337) 940-3176
Amy Chapman	6160 Perkins Road #207	Baton Rouge	LA	70808	(225) 361-8911
Brad Landry	1500 Lobdell Ave, Ste A	Baton Rouge	LA	70806	(225) 960-5998
Lattie Sale	3769 Pontchartrain Drive Suite 9-4	Slidell	LA	70458	(985) 718-5333
Christopher Holmes	123 TERRA BELLA BLVD #E	Covington	LA	70433	(985) 202-2330
Neill Roshto**	201 Century Village Blvd Suite 200	Monroe	LA	71203	(318) 680-1852
Patrick Painter Garet Berry	217 Garfield Street 326 Settlers Trace Blvd, #101b	Lafayette	LA	70504 70503	(817) 527-7939 (337) 315-1361
Taylor Templet	14279 Highway 73	Prairieville	LA	70769	(225) 888-8570

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
James Bice	1117 Kirkman St	Lake Charles	LA	70601	(337) 532-8100
Jeff Jones	6421 Perkins Road, Building C, Suite B	Baton Rouge	LA	70808	(337) 304-1977
Michael Russo	3350 Ridgelake Dr., Suite 211	Metairie	LA	70002	(504) 259-0701
Joe Stock and Lauren Harrington	3218 Line Ave Suite 200	Shreveport	LA	71104	(985) 387-0891
Ryan Harrell	1289 Del Este Avenue, STE 7	Denham Springs	LA	70726	(225) 304-0440
Joshua Blaze Aldrich	2223 Old Minden Rd, Building A, STE 2	Bossier City	LA	71112	(318) 239-4999
Michael Russo	3350 Ridgelake Dr. Suite 211	Metairie	LA	70002	(504) 259-0701
Ryan Harrell	1289 Del Este Avenue, STE 7	Denham Springs	LA	70726	(225) 304-0440
Jacob Wood	624 Texas Street, Suite 200	Shreveport	LA	71101	(985) 387-0891
Jeff Jones	6421 Perkins Road, Building C, Suite B	Baton Rouge	LA	70808	(337) 304-1977
Taylor Templet	14279 Highway 73	Prairieville	LA	70769	(225) 888-8570
Daniel Lavergne	2100 W. Prien Lake Road Suite 8	Lake Charles	LA	70605	(337) 214-2119
Jude Mancuso	3945 N I-10 Service Rd W, Ste 100B	Metairie	LA	70002	(504) 252-1737
Brad Lindley	403 N. Columbia Street Suite 9	Covington	LA	70433	(225) 933-7973
Stewart Shelby	617 North 2nd St	Monroe	LA	71201	(318) 537-1524
James Bice	1117 Kirkman St	Lake Charles	LA	70601	(337) 313-2603
Garet Berry	217 Garfield Street	Lafayette	LA	70501	(817) 527-7939
Brad Lindley	403 N. Columbia Street Suite 9	Covington	LA	70433	(225) 933-7973
Shani Barreno	555 Pleasant St, Suite 203	Attleboro	MA	2703	(508) 409-5177
Adam Scott**	844 Ritchie Highway, Suite 203	Severna Park	MD	21146	(410) 793-7518
Eric Smalls*		Towson	MD	21204	(410) 427-0709
Joey Longmire*		Hunt Valley	MD	21031	(410) 891-8218
Norma Giolitti*		Cantonsville	MD	-	(425) 698-5121
Edward "Eddy" Flynn*		Pasadena	MD	21122	(410) 533-1184
RJ Galvin*		Sykesville	MD	-	

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
David Stansbury & Aaron Owens*		Arnold	MD	21012	(410) 757-7848
Adam Harriger*	900 Olney Sandy Spring Road, Suite 2A	Ashton-Sandy Spring	MD	20860	(240) 686-6426
Thomas "Tommy" Barrick & Randy Somers*		Owings Mills	MD	21117	(859) 360-7396
Tasha Upchurch*	3750 University Blvd W	Kensington	MD	20895	(301) 500-4208
Jack Colbourne*	=	Salisbury	MD	=	(410) 546-9388
Ryan Pope*	404 S Camp Meade Road Unit 105	Linthicum	MD	21090	(410) 859-8927
Dana Temple* Justin Arnold	100 West Road 16701 Melford Boulevard, Suite 400	Towson Bowie	MD	21204 20715	(301) 563-9445 (443) 841-4150
Claudia Lara* Kim Creed	108 W Main Street 2103 Bel Air Rd	New Market Fallston	MD	21047 21774	(410) 695-3520 (301) 865-1100
Juan Aguirre* Jacobi Jones	24 Mont Vlg Avenue 595 Main St. Suite D337	Gaithersburg Laur el	MD	20879 20707	(301) 948-8118 498-7737
Charmell Simmons Jack Colbourne*	-100 West Rd, Ste 300	Salisbury Towson	MD	-21204	(410) 546-9388 914-4488
Duc Pramuan**	-2300 York Road Suite 211	Lutherville-Timonium	MD	21093	(410) 561-4626
Melissa Geeslin Richard Abel*	1215 Annapolis Rd, Ste 205 212 West Main Street, Suite 208	Odenton Salisbury	MD	21801 21113	(410) 672-2601 (443) 961-7699
Richard Abel Tiffany Knupp**	213 W. 721 Main Street	Salisbury Stevensville	MD	21666 21801	(410) 543-2580 777-8163
Jennifer Lindsay	7200 Wisconsin Avenue, Suite 500	Bethesda	MD	20814	(202) 558-0888
Kip Harris	10451 Mill Run Circle Suite 400	Owings Mills	MD	21117	(240) 815-6681
Kirk McGinley	9693 Gerwig lane, Suite T	Columbia	MD	21046	(443) 844-8906
Irvin Gutierrez	405 Frederick Road, Suite 202	Catonsville	MD	21228	(410) 744-0077
Michael Senate	3545 Ellicott Mills Drive, Ste 309	Ellicott City	MD	21043	(410) 995-8878
Irvin Gutierrez	405 Frederick Road, Suite 202	Catonsville	MD	21228	(410) 744-0078
Kip Harris	10451 Mill Run Circle Suite 400	Owings Mills	MD	21117	(410) 417-7783
Erin Lewis	844 Ritchie Hwy #Highway, Suite 203	Severna Park	MD	21146	(410) 384-4500
Daniel Gamez	5704 East West Hwy	Riverdale	MD	20737	(202) 446-6799

Account	Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Alan Leonard** Chris Hammermeister*		1400 W Chicago Rd	CLARKSTON MI	MI	48346-49120	(269) 983-5447 248.620.5659
Ashley Knuth* Fatma Ismail**		816 W Grand River Ave, Ste 816	Brighton	MI	48116	(810) 360-2211 588-4028
Dave Porta** Julie & Brian Toggweiler**		164 Indusco Court	Troy Brighton	MI	48083	(810) 227-7540 x 221 (586) 530-6678
Lydia Killeen* Troy Otto & Jamal Safiedine**		-	Traverse City Troy	MI	-	(248) 515-2753 (517) 862- 9487
Bradley Frey*		200 E Big Beaver Road	Troy	MI	48083	(248) 505-8009
Brandwyne Insurance Agency*			Canton	MI	-	
Dante Accettola*		148 S Main St	Mount Clemens	MI	48043	(248) 524-3840
Hassan Berro* Katie Maldonado*		-	Allen Park Mt Pleasant	MI	-	(313) 671-0179 910-2894
Matthew Brown*			Lake Orion	MI	-	(248) 760-7407
Ferndale Insurance, LLC*			Grosse Point	MI	-	
Tony Pruitt*		129 S. Main St	Brooklyn	MI	49230	(517) 938-8440
Doug Dale & Mitchell Petree*		15149 S Dixie Hwy	Monroe	MI	48161	(567) 455-0300
Andrew Westra*			Grand Rapids	MI	49321	(843) 733-3565
Your Michigan Insurance Agency*			Waterford	MI	48329	
Angela Harris*		7 W. Square Lake Road, Suite 158	Bloomfield Township	MI	48302	(404) 558-7652
Tom LaChance* Peter O'Hare Agency, Inc.*		11876 Friday Q.1 Road	Birmingham Rapit d River	MI	48009-5392 49878	(906) 235-3124
Moustafa Nasser*		3 Park Ln Blvd # 1005W	Dearborn	MI	48126	(248) 790-7855
Charlotte Lusby*		-	Detroit	MI	-	(404) 310-7033
Zeinab Wahab*		8240 N. Telegraph Road	Dearborn Heights	MI	48127	(313) 278-1200
Martin Shina*		28521 Orchard Lake Rd, Suite B-201	Farmington Hills	MI	48334	(248) 516-7211
Brad Faulk*		1580 S Euclid Ave	Bay City	MI	48706	(989) 414-2431
Acquanita Thorpe		31555 W 14 Mile Rd, Ste 206	Farmington Hills	MI	48334	877-272-7525
Joe Michalec		204 W. Grand River Ave Suite 240	Howell	MI	48843	(517) 649-4007

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Cary Constant Mark St. Germain	179 Little Lake Drive 26111 W Fourteen Mile Rd, Suite 201D	Ann Arbor Franklin	MI	48025 48103	(248) 473-0454 829-6550
Jared Berbas	2109 Hamilton Road Suite 210 B	Okemos	MI	48864	(810) 813-8607
Steve Vander Ploeg	146 Monroe Center NW Suite 103	Grand Rapids	MI	49503	(269) 716-0714
Kenneth Petrillo	2753 S. Milford Road	Highland	MI	48357	(248) 703-6157
Philipp Reinartz	1354 Baldwin Street Suite 109	Jenison	MI	49428	(616) 710-2081
Jenna Dado	2609 Crooks Road, Suite 109	Troy	MI	48084	(248) 781-8817
Wesson Gappi	33060 Northwestern Hwy, Ste 110	West Bloomfield	MI	48322	(248) 275-8600
Tina McKechnie	8233 S. State Road, Unit # 2	Goodrich	MI	48438	(248) 792-8333
Joy Young Ron Bettie	25768 Lahser Road 20411 W 12 Mile, Suite 100, Room 101 206	Southfield	MI	48037 48076	(248) 213-0091 854-5201
Marty O'Neill	41000 Woodward Ave, Suite 350 East	Bloomfield Hills	MI	48304	248-542-7770
Ana Ulloa Moustafa Nasser	13210 Trenton 42323 Ann Arbor Road, Suite 240	Plymouth Southgate	MI	48170 48195	(248) 790-7855(734)-606-4112
Ashley Knuth	816 W. Grand River Ave.	Brighton	MI	48116	(810) 360-2211
John Clifford	206 East Liberty St, STE D	Milford	MI	48381	(248) 997-4339
David Cruise	429 Walnut Blvd	Rochester	MI	48307	(586) 557-8647
Chris Hammermeister Wasan Romaya	1400 W Chicago Rd 32331 Schoolcraft Rd, STE 204	Niles Livonia	MI	49120 48150	269-241-2311 (248) 225-7404
Paul Seguin	199 N. Main Street, Suite 104	Plymouth	MI	48170	(734) 606-0777
Martin Shina Andrew Bienkowski	8344 Hall 5600 W Maple Road, Suite 210B-201	Utica West Bloomfield	MI	48317 48322	(248) 710-2330 939-4005
Michael Vander Ploeg	146 Monroe Center NW Suite 103	Grand Rapids	MI	49503	(269) 967-1619
Matt Soergel	519 Ada Drive SE	Ada	MI	49301	(630) 963-5709
Michael Marougy	23995 Novi Rd Ste C104	Novi	MI	48375	(248) 449-6950
Ron Bettie Michelle Ryan	7151 N. Main Street 24768 Lahser Road, Suite 208 100, Room 101	Clarkston Southfield	MI	48033 48346	(248) 461-3900 213-0091
Jamie Puente	14165 Fenton Rd ste 104e	Fenton	MI	48430	(810) 412-4141
Brian Bajoka	48645 Van Dyke Avenue, STE 202	Shelby Charter	MI	48317	(586) 441-3773

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
		Township			
Dan Jovanovski	48380 Van Dyke, Suite 600-A	Shelby Township	MI	48317	586-598-0760
Andrew Bienkowski Trish Williams	22260 Haggerty 8344 Hall Road, Suite 155210	Northville Utica	MI	48167 48317	(248) 887-6171 710-2330
Wasan RomayaAlison Spicer	447 Forest Ave. Suite 1 office 2, 4000 Allen road #204	Plymouth Allen Park	MI	48170 48101	(248) 225-7404 (734) 259-9198
Brian Bajoka	48645 Van Dyke Avenue, STE 202	Shelby Charter Township	MI	48317	(586) 775-2840
Shannon Keating Bennett	2723 S State Street Suite 150 179 Little Lake Dr	Ann Arbor	MI	48103 48104	(734) 619-6889
Deborah Schultz	120 N. Washington, Suite 300	Lansing	MI	48933	(517) 782-0486 885-3795
David Cruise	429 Walnut Blvd	Rochester	MI	48307	(586) 557-8647
Cary Constant	179 Little Lake Drive	Ann Arbor	MI	48103	586-362-9514
Jamie Puente	14165 Fenton Rd ste 104c	Fenton	MI	48430	(810) 412-4141
Michael Marougy	23995 Novi Rd Ste C104	Novi	MI	48375	(248) 449-6950
Alison Spicer	447 Forest Ave. Suite 1 office 2,	Plymouth	MI	48170	(248) 308-1403
Michael Vander Ploeg	146 Monroe Center NW Suite 103	Grand Rapids	MI	49503	(269) 967-1619
Matt Soergel	519 Ada Drive SE	Ada	MI	49301	616-278-1087
David Porta	7219 Grand River Ave	Brighton	MI	48114	(810) 227-7540 X221
Brandi Samyn**		Redwood Falls	MN	56283	(507) 637-5007
JS Insurance, LLC*		Chaska	MN	55318	(952) 448-2060
Alyson Kneeland	744 Southcross Drive West, Suite # 104	Burnsville	MN	55306	(708) 864-2099
Brenda Cain *AE Insurance, LLC*	28 Westwoods Drive	Kansas City Liberty	MO	64116 64068	(816) 213-2705 841-9494
Michelle Pender*Andrew Shepherd*	-	Springfield Belton	MO	-	(417) 725-3009 (913) 322-7785
Dennis King*	26 Gravois Sta. Rd	House Springs	MO	-	(636) 671-1400
LCC Insurance Services, LLC*	-	Kansas City	MO	-	(913) 402-7428
Michelle Pender*	-	Springfield	MO	-	(417) 725-3009
Eric Kessler**	1201 Jefferson Street, Suite 110	Washington	MO	63090	(636) 229-1824

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Goosehead

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Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Brad Cross	9 Victory Dr., Ste 1A	Liberty	MO	64068	(816) 287-4377
Craig Jamison & Paige Viehmann	430 C State Hwy 165 South	Branson	MO	65616	(417) 319-2233
David and Pam Zaring Nicole Richardson	1101D Gravois Rd 314 West Frank Street	Fenton Edgerton	MO	63026 64444	(314) 474-0544 (479) 886-1734
Jeremy Kiesewetter	3700 Monterey Dr. Ste K	Columbia	MO	65203	(573) 818-2899
Sal Baldanza	510 Baxter Rd. Suite 5N	Chesterfield	MO	63017	(636) 733-6172
Denton Thomas	3544 S National Street	Springfield	MO	65804	(417) 366-0526
Martin Kvitle	5988 Mid Rivers Mall Dr	St Peters	MO	63304	(636) 244-8828
Brady Houska	319 Watson Plaza	Saint Louis	MO	63126	(314) 965-5525
Nick Laiben	338 Broadway, STE 311	Cape Girardeau	MO	63701	(573) 334-8888
Brady Houska	319 Watson Plaza	Saint Louis	MO	63126	(314) 965-5525
David and Pam Zaring	1101D Gravois Rd	Fenton	MO	63026	(314) 474-0544
Kyle Brown**		Helena	MT	59601	(406) 442-4788
Will Johnson & Brent Hayes**	14889 U.S. 17 Suite C	Hampstead	NC	28443	(910) 635-0844
Janelle Argueta** Joe DiBattisto*	-129 South Birch Avenue Suite B	Cary Siler City	NC	-27344	(919) 249-7291 439-0403
Dustin Chitwood & Jinger Thomas** Donna Cureton-Edwards*	-1501 North Charlotte Avenue	Morrisville Monroe	NC	-28110	(704) 885-1719 (214) 406-7975
Katrina Wagner*	555 Fayetteville Road, Suite 210	Raleigh	NC	27601	(919) 439-9755
Mark Son*		Mooresville	NC	28697	(703) 798-1616
Carl Hurd*		Castle Hayne	NC	28429	
Eddie Jernigan*	1221 Floral Parkway, # 208	Wilmington	NC	28403	(910) 758-0003
Adam Morrison*		Wilkesboro	NC	28697-2940	(336) 838-7227
Blake Wilson*		Wilmington	NC	28412	(910) 973-1400
Gerrick Williams*	5835 Cougar Ln	Charlotte	NC	28269	(704) 222-3300
Corey Barbour*	106 Mitchell Dean Place	LaGrange	NC	28551	(910) 297-6326

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Joe DiBattisto* Jay Francis**	77 Cherokee Rd, Ste 2A	Cary Pinchurst	NC	28374	(919) 249-7291 (910) 621-4233
Phil Champion*	-	Belmont	NC	-	(704) 461-8944
Justin Nichols**	101 6th St. Suite 15	North Wilkesboro	NC	28659	(336) 667-5125
Thomas Murphy*	-	Wilmington	NC	28401	(910) 228-6493
Lloyd Louchez	106 Langtree Village Drive, Suite 301	Mooresville	NC	28117	(704) 496-0758
Steve Ledford Jim McNerney	315 S. Salem St. 2840 Plaza Place Suite 310	Raleigh Apex	NC	27502 27612	(919) 244-8407 891-9595
Blake Manhart and Ryan Mahoney	21000 Torrence Chapel Road Suite 205	Cornelius	NC	28031	(703) 992-9664
Kat Stevens Chris Welch	404 N. 3rd 501 West McGee Street, Suite 203A	Wilmington Greenboro	NC	28401 27410	(910) 524-5722 (336) 907-2070
Brian Slagle Michael Urbaniak	2018 Eastwood Road 15720 Brixham Hill Avenue, Suite 105	Charlotte Wilming-ton	NC	28403 28277	(910) 338-3747 (704) 579-6688
Bradley Davis Jennifer Dixon	1310 Charles Raper Jonas Hwy 8648 Caratoke	Mount Holly Powells Point	NC	28120 26966	(704) 337-2888 (252) 491-2727
Carlos Paulino DG Insurance Agency, LLC	608 W Johnson St 1756 E.11th Street Suite 18D	Siler City Raleigh	NC	27603 27344	(919) 904-1054 799-7396
Jay Francis	77 Cherokee Rd, Ste 2A	Pinchurst	NC	28374	(910) 621-4233
Jarred Robertson	1000 North Carolina Music Factory Blvd, C6	Charlotte	NC	28206	(585) 520-7307
Aliecia Strilka Lauren Nugul	363 Church St. N. 2002 Eastwood Rd Suite 250-V#104	Wilmington Cone-ord	NC	28403 28025	(910) 249-6610 (704) 444-0188
Bradley Davis	1310 Charles Raper Jonas Hwy	Mount Holly	NC	28120	(704) 337-2888
Steve Price	101 N Tryon St Suite 664	Charlotte	NC	28202 28246	(980) 999-4939
Carlos Paulino	8380 Six Forks Road, Suite 201	Raleigh	NC	27615	(919) 904-1054
Barrie Booth & Brandon Lowe	6495 Morehead Rd.	Harrisburg	NC	28075	(980) 258-8612 819-4441
Dyrke Mariele	4000 Westchase Blvd	Raleigh	NC	27607	(626) 598-7019
Lauren Nugul	2002 Eastwood Rd #104	Wilmington	NC	28403	(910) 249-6610

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
James Sweatt	615 St. George Square Court, Suite #300	Winston-Salem	NC	27103	(336) 346-8661
Brendon Andersson & Kyle Pritchard	313 N Berkeley Blvd. Suite A	Goldsboro	NC	27534	(984) 239-2600
Joseph Norris	153 Old Warehouse Square	Oxford	NC	27565	(919) 589-7778
Ross McKamey	4614 Wilgrove Mint Hill Road, Suite E2	Mint Hill	NC	28227	(704) 548-9845
Vanessa Harris	6477 NC 150, Suite B	Sherrills Ford	NC	28673	(704) 901-8242
Lloyd Louchez	106 Langtree Village Drive, Suite 301	Mooreville	NC	28117	(704) 496-0758
Andrew Looker Ross McKamey	317 Matthews Mint Hill Road 8037 Fairview Rd, Suite 104J	Matthews Mint Hill	NC	28227 28105	(704) 607-1516 548-9845
Jay McElveen	1244 East Boulevard, Suite 1A	Charlotte	NC	28203	(864) 918-0802
Dyrke Maricle	305 East Main Street	Clayton	NC	27520	(626) 598-7019
James Sweatt	615 St. George Square Court, Suite 300	Winston Salem	NC	27103	(336) 346-8661
Blake Manhart and Ryan Mahoney	21000 Torrence Chapel Road Suite 205	Cornelius	NC	28031	(703) 992-9664
Justin Nichols	101 6th St. Suite 15	North Wilkesboro	NC	28659	(336) 667-5125
Alicia Strilka	363 Church St. N, Suite 250-V	Concord	NC	28025	(704) 469-4719
Kat Stevens	404 N. 3rd Street, Suite 203A	Wilmington	NC	28401	(910) 524-5722
Stephen Mihalick	301 Daniel Webster Highway Unit 7	Merrimack	NH	3054	(978) 674-7022
Shane Patterson** Eagleson Agency*	-	Mullicka Hill Morris Plains	NJ	7950 08062	(856) 470-8763 (973) 532-6711
Verdi Kaba*	1401 Valley Road	Wayne	NJ	7470	(973) 777-3411
Mike Minerva & Michael Stapert*		Jersey City	NJ	----	(201) 744-7580
Gabriela Kaplanova*		Marmora	NJ	8223	(609) 390-1594
Michael Maguire*		Marlboro	NJ	7746	(732) 917-4300
Harry Slater & Steve Keller*		Moorestown	NJ	=	(267) 822-2210
Allen Davis*		Galloway	NJ	8205	(609) 241-1503
Jeff Grady*	80 West Main St.	Maple Shade	NJ	08052 8052	(267) 678-1705
Mohamed Kandil & Summer Elhendy*	115 Route 46	Mountain Lakes	NJ	7046	(201) 323-4881

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Christopher Chi & Arnold Zwiren*	106 Straube Center Blvd Ste 108	Pennington	NJ	8534	(732) 447-6223
Anthony Fanucci*	727 Landis Avenue	Vineland	NJ	8360	(856) 457-6700
Jonathan Scott*	20 Independence Blvd, Ste 103	Warren	NJ	7059	(908) 531-9700
Fabian Howe* David Robinson*	34 S Livingston Ave, Suite 2D	NeptuneLivingston	NJ	7039	(973) 369-7365 (732) 333-3519
Joseph Giacobbe*	1506 Kings Highway	Swedesboro	NJ	8085	(856) 214-3273
Jason Hojnowski*	1456B N Black Horse Pike	Blackwood	NJ	8012	(856) 281-3020
Jim Pastorini*	-	Brunswick	NJ	-	(512) 949-9979
Michael McAndrews Fabian Howe*	-2430 RT-34 Building B	-Manasquan	NJ	-8736	(732) 333-3519 372-4421
<u>Wes Ramadan</u>	<u>502 Haddonfield-Berlin Road Suite #201</u>	<u>Voorhees</u>	<u>NJ</u>	<u>8043</u>	<u>(856) 300-0890</u>
<u>Joseph Hays</u>	<u>26 E 2nd St Suite C-1</u>	<u>Moorestown</u>	<u>NJ</u>	<u>8057</u>	<u>(856) 454-3119</u>
<u>Ryan Fasano</u>	<u>15 Union Ave</u>	<u>Rutherford</u>	<u>NJ</u>	<u>7070</u>	<u>(201) 889-1414</u>
<u>Lena Mayo</u>	<u>8 Whitehall Road, Suite 200A</u>	<u>Towaco</u>	<u>NJ</u>	<u>7082</u>	<u>(973) 917-3225</u>
<u>Shane Patterson</u>	<u>214 North Main Street</u>	<u>Mullica Hill</u>	<u>NJ</u>	<u>8062</u>	<u>(609) 964-0606</u>
Gil Gonzalez**	<u>-1 Main Street</u>	Freehold <u>Eatontown</u>	NJ	7728 <u>7724</u>	(732) 462-3710 <u>440-8141</u>
Hal Turner*	319 E Jimmie Leeds Rd	Galloway	NJ	8205	(609) 385-0126
Benjamin Sandborg	547 Route 22 East	Whitehouse Station	NJ	8889	(908) 923-4169
Patrick Garcis	116 Village Boulevard, Princeton Forrestal Village, Suite 200 Office 76	Princeton	NJ	8540	(609) 436-0488
Dan Cruz	2214 Route 37 E	Toms River	NJ	8753	(732) 202-6972 <u>518-8339</u>
<u>Anthony Fanucci</u>	<u>727 Landis Avenue</u>	<u>Vineland</u>	<u>NJ</u>	<u>8360</u>	<u>(856) 457-6700</u>
<u>Mohamed Kandil & Summer Elhendy</u>	<u>115 Route 46, Floor 2, Suite A5</u>	<u>Mountain Lakes</u>	<u>NJ</u>	<u>7046</u>	<u>(201) 323-4881</u>
<u>David Robinson</u>	<u>34 S Livingston Ave, Suite 2D</u>	<u>Livingston</u>	<u>NJ</u>	<u>7039</u>	<u>(973) 369-7365</u>
<u>Hal Turner</u>	<u>45 S New York Rd</u>	<u>Galloway</u>	<u>NJ</u>	<u>8205</u>	<u>(609) 476-9229</u>

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Joseph Giacobbe	1506 Kings Highway	Swedesboro	NJ	8085	(856) 288-9979
George Song	329 Broad Ave. 2nd Fl	Palisades Park	NJ	7650	(201) 455-6456
Steve Panagioulakis*Jason Hoinowski	1456B N Black Horse Pike-	BlackwoodRidge wood	NYNJ	8012-	(718) 726-4625(856) 281-3020
Karl Meehan**Peter "Pete" Cuomo**	1859 Western Ave	ValhallaAlbany	NY	1220310595	(518) 210-4878(914) 769-5454
Pharris Nobile**Stephanie Rodriguez**	960 Bellmore Road2079 Wantagh Avenue	WantaghBellmore	NY	1179311710	(516) 317-9746888-5299
Rob Ruotolo*Alicia Sanchez Ivanich**	-355 East 72nd Street	WestchesterNew York	NY	-10021	(646) 295-4403876-1113
Glen Ponzini*	27 North Country rd	Wading River	NY	-	(631) 849-1851
Tamara AmyanRoger Lord*	6416 Bay Parkway	Brooklyn	NY	-11204	(347) 401-1366703-6270
Rich Heumann*	1129 Northern Boulevard, Suite 404	Manhasset	NY	11030	(516) 738-4425
Fran Foley*	120 Russell Road	Albany	NY	12205	(518) 880-9222
EK Insurance Agency, LLC*		Garden City	NY	-	(516) 808-6241
James Ahern*		Smithtown	NY	-	(631) 834-3197
Ravi Nursey*		New York	NY	-	(212) 758-0642
Samuel Mezzio*	606 N French rd suite 1	Amherst	NY	14228	(716) 639-1450
Roger Chizever*	21 East Shore Rd	Manhasset	NY	11030	(516) 869-1089
Chelsea Weyant*	266 New Hackensack Rd	Wappingers Falls	NY	12590	(845) 298-3600
Steve Panagioulakis*	-	Ridgewood	NY	-	(718) 726-4625
Ali Shah	152 Remington Boulevard	Ronkonkoma	NY	11779	(631) 759-4449
Amber Achhamey	1299 Harlem Road	Buffalo	NY	14206	(716) 919-3933
Alex FernandezEmanuel Smith*	1070 Broadway31 Merrick Avenue, Suite 230	WoodmereMerrick	NY	1159811566	(516) 326-7800208-4463
Walter McKenna	520 Franklin Ave, Suite L21-B	Garden City	NY	11530	(516) 673-4999
Erika Carosone	733 Yonkers Ave #101	Yonkers	NY	10704	(914) 406-0610
Dustin Holloway	1389 Hempstead Turnpike	Elmont	NY	11003	(718) 696-7281
Rich Raspantini	215 Glen Cove Ave	Sea Cliff	NY	11579	(917) 716-9265

Account	Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Betsy Castillo Rhondalynn Richards	Rhondalynn Richards	228 S Plymouth 247 Prospect Avenue Suite 4B	Rochester Brooklyn	NY	14608 11215	(585) 491-5600 (917) 995-6136
Bruce Berry-Volpe		86 Glen Street, Suite 201	Glens Falls	NY	12801	(910) 987-9391
Phairris Nobile		960 Bellmore Avenue	Bellmore	NY	11710	(516) 806-5335
Chris Burton		72 East Main Street, Unit 7	New Rochelle	NY	10801	(914) 312-7123
Glen Ponzini, Jr.		27 North Country rd	Shoreham	NY	11786	(631) 538-0881
Kettly Eliacin		82 Pine St.	Freeport	NY	11520	516-274-4414
Rob Ruotolo		7 Skyline Dr Suite 350	Hawthorne	NY	10532	(914) 369-1577
Jimmy Athanasopoulos		214-41/-45/42 Ave.	Bayside	NY	11361	(516) 320-0447
Cyndney Gregware		41 State Street, Suite 604-03	Albany	NY	12207	(518) 892-9549
Marc Schneider		445 Broad Hollow Rd. Suite 25	Melville	NY	11747	(917) 670-1202
Stanley Ferol & Kettly Eliacin		127 West Sunrise Hwy	Freeport	NY	11520	(516) 218-6828
Tresia McDermott		332 Malcom X Blvd	Brooklyn	NY	11233	(347) 267-0137
Darwin Martinez		73 Market Street Ste 376	Yonkers	NY	10710	(914) 339-5655
Rhondalynn Richards Mike Callan		510 South Clinton 228 S Plymouth Avenue, Suite 517	Rochester	NY	14608 14604	-(585) 330-2396 491-5600
Adam Lepore		3418 Northern Boulevard Floor 3 Suite 31	Long Island City	NY	11101	(917) 426-0545
Heector Mondesi		34-18 Northern Blvd, Unit 3-43	Long Island City	NY	11101	(718) 384-1169
Cyndney Gregware Baldeep Chawla		41 State Street, 185 Great Neck Rd Suite 604-03 318	Albany Great Neck	NY	12207 11021	(518) 892-9549 (516) 204-6291
Emanuel Smith Chris Burton		72 East 71-18 Main Street, Unit 7 St Basement	New Rochelle Flushing	NY	10801 11367	(914) 312-7123 (347) 384-8446
Christopher Wiener		258 Hawkins Ave, Ste F	Ronkonkoma	NY	11779	(516) 274-4412
Syed Haq John Hale*		70 East Sunrise Highway Suite 500	Valley Stream Jackson	NY OH	11581 45640	(516) 246-6169 (740) 710-0365
Darwin Martinez Jani James*		73 Market Street Ste 376	Yonkers Cincinnati	NY OH	10701	(212) 810-7938 (513) 973-7454
Anthony Pascarella * Brian Sharp*		1819 E 51st St	Ashtabula Madiso n	OH	44004 44057	(440) 855-3139 428-1900
Kevin Floyd*			Mason	OH	45040	(513) 770-1090

Account	Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Hari Swaminathan**	James Hall*	-	Columbus	OH	43231	(614) 890-2222(513) 884-4274
	Amenophis Evans*		<u>Toledo</u>	<u>OH</u>	<u>43604</u>	<u>(419) 283-1048</u>
	Eric Brown*		<u>Massillon</u>	<u>OH</u>	<u>44646</u>	<u>(330) 520-2558</u>
	George Giannaris*		<u>Urbana</u>	<u>OH</u>	<u>43078</u>	<u>(937) 652-3086</u>
	Darren Brown*		<u>Marysville</u>	<u>OH</u>	<u>43040</u>	<u>(937) 644-9118</u>
	Leah Brantley*		<u>Cincinnati</u>	<u>OH</u>	<u>45238</u>	<u>(513) 662-7283</u>
	Trent Shaffer*		<u>Wooster</u>	<u>OH</u>	<u>44691</u>	<u>(330) 345-7777</u>
	Brian Spring*	<u>11925 Pearl Rd Suite 305</u>	<u>Strongsville</u>	<u>OH</u>	<u>44136</u>	<u>(440) 735-8918</u>
	Jeff Knight***	<u>-1172 West Galbraith Rd, Suite 214</u>	Batavia <u>Cincinnati</u>	OH	45103 <u>45231</u>	(513) 735-5555 <u>906-5606</u>
	Michael Lybarger*	1847 State Route 39	Lucas	OH	44843	(567) 307-7112
	Shane Tressler*	6075 Chandler Court	Westerville	OH	43082	(614) 890-2555
	Matt Pauley*	4859 Security Dr	Springfield	OH	45503	(937) 399-7109
	Joni Wagner	<u>7588 Central Parke Blvd, Suite 126</u>	<u>Mason</u>	<u>OH</u>	<u>45040</u>	<u>(513) 474-4100</u>
	Mark Pillon	<u>607 West Bagley Rd</u>	<u>Berea</u>	<u>OH</u>	<u>44017</u>	<u>(440) 467-0177</u>
	Timothy Monroe	<u>4501 Hills and Dales Rd NW, Ste 207-B</u>	<u>Canton</u>	<u>OH</u>	<u>44708</u>	<u>(330) 468-0800</u>
	Tyson Fankhauser* <u>Scott Krouse & Mike Dunson</u>	545 Metro Place S Suite 100314 W Dussel Dr	Dublin <u>Maumee</u>	OH	43017 <u>43537</u>	(419) 794-7766 <u>296-1347</u>
	Hari Swaminathan	<u>7588 Central Parke Blvd, Suite 325</u>	<u>Mason</u>	<u>OH</u>	<u>45040</u>	<u>(513) 884-4274</u>
	Paul Roberts	135 North Hamilton Rd	Gahanna	OH	43230	(614) 321-6536 <u>335-4332</u>
	Steve Pitzer	135 E. Washington Row, Suite A	Sandusky	OH	44870	(419) 987-4299
	Sam Moore	355 E Campus View Blvd Ste 247	Columbus	OH	43235	(614) 335-9001
	Julie Light	5650 Blazer Parkway, Suite 143	Dublin	OH	43017	(614) 401-2999
	Bill Davey <u>Sam Moore</u>	6440 Avondale <u>7716-7720 Rivers Edge Drive</u>	Columbus <u>Nichols Hills</u>	OH <u>OK</u>	43235 <u>73116</u>	(614) 335-9001(405) 200-6869
	Steve Pitzer	<u>5001 Milan Road, Suite 2</u>	<u>Sandusky</u>	<u>OH</u>	<u>44870</u>	<u>(419) 987-4299</u>
	Jason Copass*		<u>Lawton</u>	<u>OK</u>	<u>73505</u>	<u>(580) 355-6060</u>
	Justin T. Williams*		<u>Oklahoma City</u>	<u>OK</u>	-	<u>(409) 692-3637</u>
	Angela Maier	<u>3631 S Elm Place, Suite 807</u>	<u>Broken Arrow</u>	<u>OK</u>	<u>74011</u>	<u>(918) 615-9488</u>

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Justin Mullenax	7633 E 63rd Place, Suite 300	Tulsa	OK	74133	(918) 671-8264
Kyle Bunch**		Wilsonville	OR	97070	(503) 427-9915
Lawnie Tucker*		Prineville	OR	97754	(541) 447-4939
Kevin Murray**		Philadelphia	PA	19114	(215) 331-3816
Geoffrey Pratt*	731 Skippack Pike, Building 2	Blue Bell	PA	19422	(267) 571-6221
Price it Right Insurance*		Beaver	PA	15009	(724) 941-9640
Tiffany Thomas*		North Wales	PA	19454	(215) 394-5728
Steve Breinlinger*		Blue Bell	PA	19422	(267) 323-2923
Christopher Decker*		Elkins Park	PA	19027	(215) 277-7348
Jan Riegel*		Sinking Spring	PA	19608	(484) 529-4677
Parveen "Pete" and Rajendra "Raj" Sekhawat*		Royersford	PA	19468	(610) 427-5018
Matthew Marinelli- "Matt"*	301 Oxford Valley Road, Suite 1602A	Yardley	PA	19067-7721	(267) 573-0550
Pat Boyle*	1223 W Chester Pike A Pike Fl 2A2 Havertown	Havertown	PA	19083	(610) 420-5115
Justin V. Kadish*	1208 Whitfield Blvd	Reading	PA	19609	(610) 750-9200
Joseph Sanfratello*	-	Pipersville	PA	18947	(215) 766-7882
Jim Walker* Mary Murphy	2400 David Drive 31 South High Street	West Chester Havertown	PA	19083 19382	(484) 470-6555 626-0226
Sean Miguel	300 Welsh Rd Building 1, Suite 100	Horsham	PA	19044	(267) 703-4544
Luis Santiago* Thomas Flynn & Krista Burns	6751 Norwitch Dr Suite 28022 Frankford Avenue	Philadelphia	PA	19153 19136	(215) 941-4992 710-8786
Randy Page* Joel Skundrich	528 Seven Bridges Rd, 1000 Germantown Pike Suite 101A5	East Stroudsburg Plymouth Meeting	PA	18301 19462	570-216-8900 (717) 733-7373
Mike Karis* Tyler Hissong	-1 Center Square, Suite 6	-Hanover	PA	-17331	724-712-1140 (717) 521-8182
Matthew Dobrowolski*	3111 Taft Rd	East Norriton	PA	19403	(215) 478-4044
Samantha Bauer**	437437A Saxonburg Blvd	Saxonburg	PA	16056	(623) 377-0012
Lee Plummer	7618 Castor Avenue	Philadelphia	PA	19152	(215) 888-9984

Account	Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
RJ Startzenbach		547 Lincoln Ave, STE 3	Pittsburgh	PA	15202	(412) 200-6323
Brian Sharkey	Jim Bowdler	5 Great Valley Parkway, Suite 224	Malvern	PA	19355	(610) 251-3824
		18 Campus Blvd	Newtown Square		19073	834-0313
Philip Greger		350 S Main St	Doylestown	PA	18901	(215) 340-1381
Todd Kitchin		210 West Front Street, Suite 201	Media	PA	19063	(484) 577-3255
Joshua Short		630 Freedom Business Center, Third Floor, Office 74	King of Prussia	PA	19406	(610) 631-1718
Brad Braddock		312 S Vine St	Carmichaels	PA	15320	(724) 627-3777
Jeff Roth		15 S. FRANKLIN STREET, SUITE 214	Wilkes-Barre	PA	18711	(570) 408-1640
Gregory Schnee	Mel Carwile	2669 Lilitz Pike, Suite E/F3	Chalfont	PA	17601	(717) 344-5552
		3425 Limekiln Pike, Suite E/F3	Lancaster		18914-3602	(215) 716-9075
Anthony Aeri		7B N Clover Lane	Harrisburg	PA	17112	(717) 345-4888
Jonathan Becker	Joe Parson	1422 W Street Rd	Warminster	PA	18974	-(267) 784-3377
		2604 E Allegheny Ave	Philadelphia		19134	968-1577
Amy Ferraro Lyons		630 Freedom Business Center Drive	King of Prussia	PA	19406	(610) 220-6480
Megan Barone		600 West Strasburg Road, Suite B	West Chester	PA	19382	(610) 427-2551
Christine Stazo	Bill Brennan	4260 Nazareth Pike	Bethlehem	PA	18020	(610) 295-7493
		3800 Market Street, Suite 206	Camp Hill		17011	(717) 797-2772
John Zazzera	Ronald Brown	547 Lincoln Ave	Pittsburgh	PA	15202	(412) 200-1219
		1189 Lancaster Avenue, Suite 3210	Berwyn		19312	(484) 408-6620
Tim McMullin	Melissa Davis	225 Wilmington-West Chester Pike	Jenkintown	PA	19046	(215) 765-2686
		610 Old York Road suite 400	Chadds Ford		19317	
Shawn Yauch		505 Foreland Street, Floor 1	Pittsburgh	PA	15212	(412) 227-3447
Greg Bonsall & Eric Frain		500 Office Center Drive, Suite 400	Fort Washington	PA	19034	(267) 908-9044
Christine Stazo		4260 Nazareth Pike	Bethlehem	PA	18020	(610) 295-7493
Joshua Short		630 Freedom Business Center, Third Floor, Office 74	King of Prussia	PA	19406	(610) 631-1718
Tim McMullin		225 Wilmington-West Chester Pike	Chadds Ford	PA	19317	(484) 408-6620
Mel Carwile	John Zazzera	1189 Lancaster Avenue	Berwyn	PA	19312	(401) 585-7296
		2669 Lilitz Pike, Suite 210E/F	Lancaster		17601	
Frank Aiello		4125 Old William Penn Highway	Murrysville	PA	15668	724-519-2935

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Joe Parson	2604 E Allegheny Ave	Philadelphia	PA	19134	(267) 968-1577
Bill Rookstool	601 Farm Lane	Doylestown	PA	18901	(267) 718-6315
Brian Wilson	858 Welsh Rd Ste 8	Maple Glen	PA	19002	(215) 630-6944
Bill Brennan	3800 Market Street, Suite 206	Camp Hill	PA	17011	(717) 797-2772
Lisa Carr	800 N. Bell Avenue, Suite 135	Carnegie	PA	15106	(412) 719-8961
Jeff Roth	15 S. FRANKLIN STREET, SUITE 214	Wilkes-Barre	PA	18711	(570) 408-1640
Amy Ferraro Lyons	630 Freedom Business Center Drive 3rd Floor	King of Prussia	PA	19406	(610) 220-6480
Anthony Acri	7B N Clover Lane	Harrisburg	PA	17112	(717) 996-4160
Brian Wilson	858 Welsh Rd Ste 8	Maple Glen	PA	19002	(215) 630-6944
Rollin Reading	3611 Bakerstown Road, Suite #2 P.O. Box #304	Bakerstown	PA	15007	(412) 855-8640
Todd Kitchin	210 West Front Street, Suite 201	Media	PA	19063	(484) 577-3255
RJ Startzenbach	547 Lincoln Ave, Ste #3	Pittsburgh	PA	15202	(412) 200-6323
Brian Sharkey	5 Great Valley Parkway, Suite 224	Malvern	PA	19355	(610) 251-3824
Brad Braddock	312 S Vine St	Carmichaels	PA	15320	(724) 966-2277
Jonathan Becker	1300 Industrial Blvd, Suite 201B	Southampton	PA	18966	(215) 325-0065
Melissa Davis Philip Greger	610 Old York Road 350 S Main St Ste 215	Doylestown Doylestown	PA	18901 19046	(215) 765-2686 340-1381
Lee Plummer	7618 Castor Avenue	Philadelphia	PA	19152	(215) 888-9984
Ronald Brown	547 Lincoln Ave, Suite 3	Pittsburgh	PA	15202	(412) 200-1219
Jim Walker	31 South High Street	West Chester	PA	19382	(484) 470-6555
Randy Page	528 Seven Bridges Rd, Suite 101	East Stroudsburg	PA	18301	(570) 216-8900
Frank Harris*		Summerville	SC	29485	
Jeffrey Hathaway*		Sunset	SC	29685	(770) 966-2150
Jeremy Ford*		Greenville	SC	29607	(864) 297-9222
Thomas Roach*		Pendleton	SC	29670	(864) 224-2548
Emanuel Thomason*		Fort Mill	SC	=	(864) 419-0135
Michael Strawhorn*		Greenville	SC	=	(864) 506-0161

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Sterling McMillan*		Columbia	SC	-	(803) 363-9834
Dana McMahan	250 Mill Street Suite 2213	Taylors	SC	29687	(252) 320-7609
Duane Harvin* Barrett Hurd & Jermaine Johnson	4024 Conant 4021 Monticello Rd	ColumbiaMt. Pleasant	SC	29203 29466	(803) 422-1900 403-1107
Timothy Frank	300 Long Pointe Ln, Suite 220-Q	Columbia	SC	29229	(803) 832-0808
Nicole Hardt	300 Long Pointe Lane, Unit 220R	Columbia	SC	29229	(803) 470-4955
Matthew Stalvey	1320 Main St, Ste 300	Columbia	SC	29201	(803) 403-1559
Joseph L. Copley	1331 Park St	Columbia	SC	29201	(803) 999-3788
Mike Sturkie	1224 Pickens Street, Suite 150	Columbia	SC	29201	(803) 766-7796
Leslie Pitts	600 Columbia Ave STE 6	Lexington	SC	29072	(803) 335-1700
David Peterson	89 Old Trolley Road	Summerville	SC	29485	(843) 437-6621
Stuart Starnes**	331 East Main st. Suite 200	Rock Hill	SC	29730	(803) 580-5511
Brian Schwanbeck*	128 Millport Circle Suite 200, Office 232	Greenville	SC	29607	(864) 421-0233
Eric Cook Chris Valdes*	1801 State 1717 Gervais Street	ColumbiaGreenville	SC	29609 29201	(864) 905-5381 (804) 937-2688
Scott McCredy*	1200 Woodruff Road, Suite A3	Greenville	SC	29607	(864) 729-4337
Scott EgglestonA.D. Lewis	940 Johnnie Dodds Boulevard 1304 Professional Drive, Suite 100E	Mount Pleasant Myrtle Beach	SC	29464 29577	(843) 800-1384 405-3011
Ryan Kight Meg O'Toole Herman	15 Hospital Center Commons 524 Georgia Avenue, Suite 100E 3	North AugustaHilton Head Island	SC	29841 29926	(803) 766-7799 (404) 229-7730
Blake Robertson	1856 Belgrade Ave Suite B3	Charleston	SC	29407	(843) 437-5425
Todd Skillman	1240 Winnowing Way, Suite 102-2110	Mount Pleasant	SC	29466	(843) 385-6362
Turner Hickson	120 Renaissance Circle, Suite 5	Mauldin	SC	29662	(864) 626-5499
Ben Dangerfield	11 N Irvine St, Suite 15	Greenville	SC	29601	(864) 404-6360
Blake Robertson	12-A Carriage Ln	Charleston	SC	29407	(843)790-9321
Meg O'Toole Herman	200 Main St #201 L,	Hilton Head Island	SC	29926	(404) 229-7730

Account	Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
A.D. Lewis	Ryan Knight	524 Georgia Avenue 940 Johnnie Dodds Boulevard, Suite 3100	North Augusta Mount Pleasant	SC	29841 29464	(803) 766-7799 (843) 800-1384
	Kelli Lozano		Lexington	SC	29072	(803) 622-8503
	Chris Collins*		Greenville	South Carolina	-	
	Joseph Reeve*	231 Public Square, Suite 300	Franklin	TN	37064	(678) 644-3948
	Dorothy Conway*		Memphis	TN	38125	(901) 471-8801
	Terez Wilson*		Memphis	TN	38117	(901) 208-8717
	Jaron & Sunny Snoeyenbos*		Greeneville	TN	37745	(423) 787-0353
	Jonathan Hunter*		Chattanooga	TN	37416	(423) 490-9200
	SA Agency, LLC*		Nashville	TN	37214	(615) 730-6655
	William A. Burns*		Nashville	TN	37203	(615) 800-6877
	Cody White	1011 Main St. N	Carthage	TN	37030	(423) 261-4896
	Janet Aertker	104 E Park Dr #220	Brentwood	TN	37027	615-567-5298
	Scot Hubert Scott Eggleston	1304 Professional 555 Marriott Drive, Suite E315	Myrtle Beach Nashville	SC TN	29577 37214	(843) 405-3011 (615) 924-9684
	Garrett Davidson Eric Cook	1717 Gervais Street 100 Tulsa Road Suite 9	Columbia Oak Ridge	SC TN	29201 37830	(804) 937-2688 (865) 272-0188
	Debbie Hudson	9218 Dayton Pike, Suite 116	Soddy Daisy	TN	37379-4825	(423) 405-6333
	Drew Moses	105 Cumberland Plaza	Crossville	TN	38555	(931) 787-1525
	Andrew Millsaps	130 East Washington Avenue, Suite 5	Athens	TN	37303	(423) 617-0866
	Chaz Rasco*	140 South Main Street, Ste 15	Collierville	TN	38017	(901) 286-8282
	Chris Joudi**	1504 Montana Ave	El Paso	TX	79902	(915) 309-6503
	Kira Mullins**		Amarillo	TX	-	(806) 681-8500
	David Chilcote**	311 N Center Ave	Brownwood	TX	76801	(972) 489-7896
	Joe Silby**		New Braunfels	TX	-	(346) 907-1513
	Chris Zimmerman**	100 E Royal Lane, Suite 125	Irving	TX	75039	(972) 445-9608
	Lorena Korpela**	13785 N. Research Blvd, Suite 125	Austin	TX	78750	(512) 201-2981

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Michael Todd*		Dallas	TX	75204	(972) 668-5858
Heath Lambeth*		Wichita Falls	TX	76305	(940) 574-4534
Justin Pachta*	8607 N Navarro St, Suite D	Victoria	TX	77904	(361) 433-4445
Nathan Lakota*		Keller	TX	TBD	(817) 715-1291
John Bickham*		Corpus Christi	TX	78414	(361) 993-8412
Dane Ormand & Riley Spiller*	9707 FM 812, Suite 3	Austin	TX	78719	(512) 960-4550
West Brown*	12002 Trafalgar Avenue, Suite 304	Lubbock	TX	79424	(806) 790-4017
Jeri Smith* Barry DeRouen*	-	Houston	TX	-77044	(409) 273-2644 (832) 672-7950
Mary Shepherd** Samantha Gray*	-	Colleyville Alice	TX	-78332	(361) 563-9858 (817) 858-0074
Matt Scaling*		Plano	TX	75024	(972) 378-5300
Jose Rivera*		Irving	TX	75038	(469) 250-2030
Eric Armendariz*		The Colony	TX	75056	(214) 663-4512
Wes Latham*		Munday	TX	-	(325) 668-9845
Patrick Nolin*		Anna	TX	75409	(281) 610-7936
Eric Arredondo*		Sugar Land	TX	77479	(832) 500-5907
Mark Cunningham*		Rowlett	TX	75088	(972) 475-2293
Mike Fox*	5910 130th st #101	Lubbock	TX	79424	(806) 701-5234
Nina Dabney***	-	White Oak	TX	-75693	(903) 353-4175
Stephen Ynostrosa** Jonathan Darias*	403 WW White Road Suite 255	Frisco San Antonio	TX	78219	(210) 663-8884 (972) 989-8883
Logan Brock*	3755 Piney Bough Dr	Huntsville	TX	77340	(254) 291-2410
Ernesto G. Rincon* Mary Loretta Dominguez*	11125 La Quinta Place, 211 Highland Cross Drive Suite A230	Houston El Paso	TX	77073 79936	(915) 591-0075 (281) 982-5881
Preston Schulze* Larry Garza*	-the 1820 E Griffin Pkwy, Ste B	Houston Mission	TX	-78572	(832) 425-7977
Cole Casillas*	2717 Commercial Center Blvd, sUITE e200	Katy	TX	77494	(281) 725-1003
Matthew Utz*	15399 County Rd 26	Tyler	TX	75707	(903) 574-9915

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Goosehead

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Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Will Pizano*	-	Pearland	TX	77584	(713) 884-5169
Johnny Cavazos* Robert Perez & Robby White	-524 S Closner Blvd	San Antonio Edinburg	TX	-78539	(956) 454-5965 242-0555
Gilbert Martinez Karma Delgado*	831 Landa Street Suite C 11860 Vista Del Sol Drive	El Paso New Braunfels	TX	79936 78130	(512) 801-7466 (915) 600-7977
Scott Hodgins*	-	Irving	TX	-	(504) 236-5987
Michael Wiggins*	7310 W Broadway, Ste 112	Pearland	TX	77584	(832) 725-9473
Jonathan Darias*	-	Friseo	TX	-	(972) 989-8883
Brian Kimberlin*	100 N. Travis Street Suite 201	Denison	TX	75020	(903) 771-4900
Larry Garza*	the 1820 E Griffin Pkwy, Ste B	Mission	TX	78572	(956) 862-5356
Gunther Strength Ernesto G. Rincon*	211 Highland Cross Drive 1710 W Highway 287, Business Suite 230120	Houston Waxahachie	TX	77073 75165	(281) 982-5881 (972) 893-1229
Jason and Kristina James*	-	Stockdale	TX	-	(512) 949-9979
Terri Coleman*	-	Austin	TX	-	(713) 828-4715
Lee and Jennifer Garza Martin Hernandez	246213 West San Antonio Street, Southmore Avenue Suite 203303	New Braunfels Pasadena	TX	78130 77502	(830) 743-1442 (346) 335-9990
Dustin Holladay	625 State Highway 31 E, #1	Chandler	TX	75758	(903) 969-3814
Brenda Carmona-Canales Charles Pendley	820 West Spring Creek 2800 North Dallas Parkway, Suite 400 U360	Plano	TX	75093 75023	(972) 935-5166 371-0106
Curtis Wall	5606 N. Navarro Street, Ste. 302-C	Victoria	TX	77904	(361) 788-3226
Ruben Espinosa	522 N. Broadway, Ste. 2	Tyler	TX	75702	(903) 262-7827
Gary Sommo	5152 Fredericksburg Road, Ste. 200G,	San Antonio	TX	78229	(409) 554-0328
Rey Mesa Sharla Pavle	701 Commerce St, 8030 FM 359 Suite 804B6	Fulshear Dallas	TX	77441 75202	(214) 952-5432 (469) 200-1227
Marcus Becerra	388 SW Johnson Avenue	Burleson	TX	76028	(817) 585-1015
Jason Rottman Samir Merchant	114 East 1111 South Main St., Ste. C-3 Street #110	Grapevine Decatur	TX	76051 76234	(972) 584-1110 (505) 793-1154
Ben Jones	1500 Solana Blvd	Westlake	TX	76262	(972) 889-9112

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Billy Wayne Nesrsta <u>Lesli Mims</u>	2600503 South Shore Blvd., Ste. 300 <u>Loop 4, Unit B</u>	League City <u>Buda</u>	TX	77573 <u>78610</u>	(979) 480-3475 <u>(737) 242-7972</u>
William Whitehurst	500 Grapevine Highway, Ste. 367	Hurst	TX	76054	(817) 876-2846
Mary Harmening	2202 Avenue I, Suite #205	Rosenberg	TX	77471	(360) 470-6436
Enrique Sandoval <u>Taylor Chomicki</u>	1444 N. Coakrell Hill <u>1452 Hughes</u> Road, Suite 101 <u>200</u>	Dallas <u>Grapevine</u>	TX	76051 <u>75211</u>	(806) 570-1207 <u>(469) 649-0588</u>
Bret Smith	719 Highway 183 North, Ste. B112	Leander	TX	78641	(512) 529-9801
David Aeh <u>Ryan Leone</u>	771 E Southlake <u>1500 Solana</u> Blvd., Suite # 105 <u>4500</u>	Westlake <u>Southlake</u>	TX	76262 <u>76092</u>	(318) 560-7907 <u>(254) 366-8565</u>
Rhys Malen	1106 Clayton Lane Suite 528W	Austin	TX	78723	(225) 907-7990
Paul D'Spain <u>Kyle Jones</u>	304 East Main St. <u>1000 Heritage Center Circle</u> Suite 203 <u>153</u>	Round Rock	TX	78664	(512) 363-8609 <u>851-1198</u>
Mario Aguilar	801 N MAIN ST STE A-1	Andrews	TX	79714	(432) 279-1597
Daniel Ochoa	10921 Pellicano Drive Suite 124	El Paso	TX	79935	(915) 771-7717
Mike Bui	5802 Val Verde St #230	Houston	TX	77057	(713) 423-7904
Richard Tonihka	5609 Southwest Green Oaks, Ste. 106	Arlington	TX	76017	(817) 286-2002
Maria Segura	16365 Park Ten Place Dr., Ste. 120	Houston	TX	77084	(832) 509-0554
Carl Tirador	1920 McKinney Ave., STE 07-112	Dallas	TX	75201	(469) 480-4544
Danny Raymond	22632 Kuykendahl Road Suite B	Spring	TX	77389	(281) 378-4840
John and Kimberly Dean	17080 TX-46, STE 108-G	Spring Branch	TX	78070	(210) 825-1233
Ryan Moreno	6812 Bandera Road Suite 210	San Antonio	TX	78238	(210) 876-6994
Anthony Chambers	2734 Sunrise Blvd Suite 208	Pearland	TX	77584	(281) 515-9095
Eugene Zollinger	2090 North IH 35 Suite 4119	New Braunfels	TX	78130	(830) 216-8343

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Katie Morales	14800 Quorum Dr, Suite #100	Dallas	TX	75254	(817) 782-2105
Doug Lowry	4645 Wyndham Lane, Suite #160B Office #3	Friseo	TX	75033	(469) 912-1819
Cooper RogersDwayne Wells	1000 Heritage Center Circle, STE <u>Ste</u> 153	Round Rock	TX	78664	(512) 598-0800 <u>677-6361</u>
Shannon Sigala	1401 US 175 Ste 230	Crandall	TX	75114	(214) 334-5140
Brody ElstonMatt Hartnett	4400 <u>710</u> Buffalo Gap Rd, Ste. 0525 <u>Street, Suite 100</u>	Corpus Christi Abilene	TX	79606 <u>78401</u>	(512) 797-9866 <u>(325) 333-4380</u>
Alan Purnell	<u>11200 Broadway, Suite 2743</u>	<u>Pearland</u>	<u>TX</u>	<u>77584</u>	<u>(832) 553-2112</u>
Mayur PatelAshley Olivares & Ana Mata	950 Echo Lane <u>1300 Bay Area Blvd Suite</u> 200B <u>150-22</u>	Houston	TX	77042 <u>77058</u>	(713) 461-9952 <u>(281) 949-8998</u>
John Bratcher and Josh Howard	223 McKinney St., Ste. C	Farmersville	TX	75442	(214) 354-9956
Andrew FullerCandace Carpenter and Ronda Adkins	12777 Jones <u>15840 FM 529 Road, Ste.</u> 400 Suite 260	Houston	TX	77095 <u>77070</u>	(281) 870-4575 <u>(713) 836-1034</u>
Jordan SmithBrett Hicks	18935 I 45 N, 5017 122nd Street Suite C106	Spring <u>Lubbock</u>	TX	77388 <u>79424</u>	(409) 920-0435
Jose MartinezJasmine Sigcho- Gomez	1001 S. DAIRY ASHFORD, SUITE 100800 Town and Country Blvd Suite 539	Houston	TX	77077 <u>77024</u>	(832) 370-5660 <u>353-3895</u>
Joe Robertson	<u>5820 Calder Avenue</u>	<u>Beaumont</u>	<u>TX</u>	<u>77706</u>	<u>(409) 299-3776</u>
Jennifer LeVoir	<u>131 E Main St #9</u>	<u>Whitesboro</u>	<u>TX</u>	<u>76273</u>	<u>(903) 402-1771</u>
Karma DelgadoJohn Cuba	1000 Heritage Center Circle <u>831 Landa</u> Street, Suite 153C	Round Rock <u>New Braunfels</u>	TX	78130 <u>78664</u>	(512) 806-8435 <u>801-7466</u>
Kelly-Ryan MorenoHouston	2000 S. Stemmons Freeway #205 <u>1026</u> W. Ashby Place	San Antonio <u>Lake Dallas</u>	TX	78212 <u>75065</u>	(210) 876-6994 <u>(214) 448-4445</u>
Rhys MalenSteven Borrego	6671 Southwest Freeway <u>1106 Clayton</u> Lane, Suite 300K <u>528W</u>	Austin <u>Houston</u>	TX	78723 <u>77074</u>	(225) 907-7990 <u>(281) 236-5652</u>
David Bailey	4925 Greenville Avenue Suite 200	Dallas	TX	75206	(214) 850-5095
Brendan Fitzgibbons	8140 Walnut Hill Ln, Ste. 300	Dallas	TX	75231	(214) 960-4422
Jerry Halliburton	12100 Ford Rd, Ste 300	Dallas	TX	75234	(214) 663-7957

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Gabe Becerra	9330 Corporate Drive, Suite 603,	Selma	TX	78154	(210) 347-5597
Melvin Houston	3033 Chimney Rock, Suite 212	Houston	TX	77056	(713) 212-0600
JC Harter <u>Carl Tirador</u>	3131 <u>1920</u> McKinney Ave., Suite 600 <u>STE 07-112</u>	Dallas	TX	75204 <u>75201</u>	(214) 643-6108 <u>(469) 480-4544</u>
The Sacchieri Agency <u>Brian Kimberlin</u>	25211 Grogans Mill, Suite 455 <u>100 N. Travis Street Suite 201</u>	The Woodlands <u>Sherman</u>	TX	77380 <u>75092</u>	(903) 771-4900 <u>(832) 717-6754</u>
Ashley Dolan	150 Pine Forest Dr., Ste. 801B	Shenandoah	TX	77384	(936) 321-0158
Robert Prescott	305 Regency Parkway, Ste. 701	Mansfield	TX	76063	(972) 230-7722
Joe Robertson	5820 Calder Avenue	Beaumont	TX	77706	(409) 299-3776
Anastasia Hiles	8350 Ashlane Way, Suite 204 #15	The Woodlands	TX	77382	(832) 717-9181
Shelly Workman	3115 Loop 306, Ste. 100B	San Angelo	TX	76904	(325) 716-8251
Byron Spears	600 North Pearl Street Suite S2256	Dallas	TX	75201	(214) 349-8400
Robin Czarnak <u>Andrew McCulloch</u>	2810 Oak <u>1751 River Run Parkway</u>	New Braunfels <u>Fort Worth</u>	TX	78132 <u>76107</u>	(682) 312-2544 <u>(210) 646-8682</u>
Herron Burroughs <u>Kellen Vaughan, Kenneth Travis</u>	Three Sugar Creek Center <u>628 Stoneglenn Drive, Suite 122B</u>	Keller <u>Sugar Land</u>	TX	76248 <u>77478</u>	(817) 697-4066 <u>(281) 381-2701</u>
Brian Williams	7310 W Broadway, Ste 112	Pearland	TX	77584	(281) 710-9102
Cen-sure <u>Oscille Joseph</u>	6300 Ridgela Place, Ste. 603 <u>5049 Edwards Ranch Road, 4th Floor STE 03-100</u>	Fort Worth	TX	76109 <u>76116</u>	(817) 938-2101 <u>502-9944</u>
Kordell Nolan <u>Herman Askew</u>	11729 Spring Cypress Rd <u>13201 Pond Springs Road, Suite H-4105B</u>	Austin <u>Tomball</u>	TX	78729 <u>77377</u>	(512) 250-5533 <u>713-907-2649</u>
Alfredo Carrera	3901 Arlington Highlands Blvd suite 200	Arlington	TX	76018	(214) 837-4012
Varghese George	8105 Raso Blvd, Suite#298	Plano	TX	75024	(972) 639-7806
Tony Smith and Geoff Comstock	203 S Allen Dr	Allen	TX	75013	(972) 491-1965
Barrett Buchwald	5025 Colleyville Blvd	Colleyville	TX	76034	(682) 334-1018
Ben Breedlove	117 East Jackson Street	Burnet	TX	78611	(806) 368-2307
Doug Becker	311 S. Oak Street, Ste 204.3	Roanoke	TX	76262	(817) 734-8924

Account <u>Franchisee</u> Name	Mailing Street	City	State	Zip Code	Phone Number
Patrie Farrell	109 E. Oak Street, Ste. 900	Denton	TX	76201	(817) 233-9771
Andrew DeGuise	15840 FM 529, Suite 260	Houston	TX	77095	(832) 387-4633
Margarita Valdez	100 Glenborough Drive	Houston	TX	77067	(832) 312-5635
Patrick Torma <u>Monica Oneale</u>	3663 N. Sam 3420 Rusk Houston Parkway, Suite 614 22	Houston	TX	<u>77003</u> 77032	(281) 324-1880 <u>(832) 649-4311</u>
Linda Cunningham	1525 Lakeville Dr., Ste. 131	Kingwood	TX	77339	(281) 361-9719
Mark Boudreaux	8300 Cypress Creek Parkway, Suite 450	Houston	TX	77070	(281) 397-3001
Robert Wallace	4720 W Sublett Road Suite 106 <u>1506 W Pioneer Pkwy, Ste 115,</u>	Arlington	TX	76017 <u>76013</u>	(817) 483-8333
Ian Gerrard	19075 I-45 North, Suite 272	The Woodlands	TX	77385	(281) 825-3755
Shannon Gast	12002 Trafalgar Avenue, Ste. 304	Lubbock	TX	79424	(806) 500-2785
Toby Mullikin	1125 Judson Plaza, Ste. 182A	Longview	TX	75601	(903) 220-0979
Ashleigh Buchanan	2401 Judson Rd., Ste. 103	Longview	TX	75605	(903) 215-8242
Collin Phaup	6761 Old Jacksonville Hwy, Suite A	Tyler	TX	75703	(903) 534-5800
Kevin Ward	7420 Golden Pond, Ste. 400	Amarillo	TX	79121	(806) 418-2565
Guy Wehman	11001 Lakeline Blvd., Building 1, Ste. 100	Austin	TX	78717	(512) 691-4086
Mike Wilburn	1310 RR 620 South, Ste. B195 Room 7	Lakeway	TX	78734	(512) 743-8210
Robin Moore	1311 Chisholm Trail, Suite 403-404	Round Rock	TX	78681	(512) 856-5511
Tim Bicknell	7950 Legacy Dr., Suite 473	Plano	TX	75024	(972) 999-1518
Abel Longoria	84 N.E. Loop 410, Ste. 117	San Antonio	TX	78216	(210) 760-0341
Bill Troutz	2929 Mossrock Drive, Ste. 203	San Antonio	TX	78230	(210) 349-6600
Lori Alba	5527 Louetta Rd, Ste. D	Spring	TX	77379	(281) 602-3950
Callie Reaves	12700 Hillcrest rd, Suite 148	Dallas	TX	75230	(214) 458-4220
Gladys Cruz <u>Becky Isbell</u>	14101 West Hwy 290, Bldg 1400e <u>312 N. Gray St</u>	Austin <u>Killeen</u>	TX	78737 <u>76541</u>	(512) 694-7878 <u>(254) 368-0207</u>
Josiah Winemiller	100 E Royal Lane, STE 125	Irving	TX	75039	(214) 499-4494 <u>(817) 618-5220</u>
Cole Masters	4801 Woodway Drive, Suite 300	Houston	TX	77056	(713) 401-9688

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Brandon Marti		1777 NE Interstate 410 Loop, STE 600	San Antonio	TX	78217	(210) 422-3442
Corry Pileher		900 Titus St.	Gilmer	TX	75644	(903) 680-3100
Neil Guayante		6500 River Place Blvd, Building 7, Ste. 250	Austin	TX	78730	(512) 339-3500
Jami Curry		7111 Bosque Boulevard, Suite 203	Waco	TX	76710	(254) 523-0301
Ramon Siqueiros		8705 Shoal Creek Blvd., Ste. 205	Austin	TX	78757	(512) 355-7471
Scott Kendall		6800 Weiskopf Avenue #150	McKinney	TX	75070	(469) 772-3232
Jai Fulford		4815C 50th St.	Lubbock	TX	79414	(806) 632-3082
Craig Helm		434 Oak Street Suite C	Graham	TX	76450	(940) 757-0127
Michael Foster		201 W Virginia Street	McKinney	TX	75069	(972) 234-4260
Harry Smith		17304 Preston Rd, Ste 800	Dallas	TX	75252	(214) 769-5998
Markus Tolson		5115 Washington Avenue	Houston	TX	77007	(713) 880-5225
Natalia Ayme		1111 S. Main St., Ste 110	Grapevine	TX	76051	(817) 875-0776
Scott Morris		5900 South Lake Forest Drive, Ste. 300	McKinney	TX	75070	(806) 543-7930
Dionne Dumas and Kendall Pearson		325 N. St. Paul St. Suite 3100	Dallas	TX	75201	(214) 789-4777
Jason Hess		260 N. Denton Tap Rd, Ste. 265	Coppell	TX	75019	(972) 462-0999
Matthew Colby		802 Yale Street	Houston	TX	77007	(713) 966-6611
Luis Landin		9950 Cypresswood Dr. Suite 223	Houston	TX	77070	(281) 796-6111
Dan Wilkerson		113 North Stagecoach Road	Salado	TX	76571	(512) 934-8711
Justin Winstead		620 Stoneglen Drive	Keller	TX	76248	(817) 771-9797
Shamyra Jeremiah		PO Box 160193	Austin	TX	78716	(512) 960-2580
Barbara Cribbs		2600 South Shore Blvd, Ste 300	League City	TX	77573	(832) 489-7868
Scott Wong		3210 N Frazier Ste. B	Conroe	TX	77303	(281) 313-8999
Jaqueline McCoy		878 S Denton Tap Road, STE 160	Coppell	TX	75019	(972) 200-4413
Kellen Vaughan, Kenneth Travis, Eddie Bright		628 Stoneglen Drive, Suite B	Keller	TX	76248	(817) 697-4066

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Oseille Joseph	5049 Edwards Ranch Road, STE 03-100	Fort Worth	TX	76109	(817) 502-9944
Jennifer LeVoi	117 E Main Street Suite 101	Whitesboro	TX	76273	(903) 402-1771
David Wolfe	1201 NW Loop 281, Ste 411	Longview	TX	75604	(903) 253-2524
Laura Garza	5850 Town and Country Blvd. Suite 502	Friseo	TX	75034	(469) 200-4228
Scott Adelman	535 E. Fernhurst Drive, Ste. 106	Katy	TX	77450	(832) 300-9900
Dina Pillow	330 N. 8th Street Ste 207	Midlothian	TX	76065	214-447-0233
Todd Thomas	1300 Bay Area Blvd, Ste. B135	Clear Lake	TX	77058	(281) 480-7762
Jay Olson	17228 West Grand Parkway Suite 2000	Sugarland	TX	77479	(713) 589-3689
Kevin Kopp	502 Highway 3 N Ste B	League City	TX	77573	(281) 217-6400
Laura Feldman	720 Rusk Street, Suite 126	Houston	TX	77002	(713) 766-3303
Jenifer Hoffman	15737 Jarvis Road	Cypress	TX	77429	(281) 373-9911
Kyle Kettler	4405 Spring Cypress rd Suite 100	Spring	TX	77388	(832) 869-4133
Toby Brooks	1920 N. Main Street, Ste. 102	Belton	TX	76513	(254) 231-0402
Joey Bertrand	2824 Valley View Lane, Ste. 100	Farmers Branch	TX	75234	(972) 833-1000
Morgan Shipp	625 Chase Drive, Ste. 107	Tyler	TX	75701	(903) 630-8069
John Schon	5206 FM 1960 W. Ste. 212M	Houston	TX	77069	(832) 248-9160
Steven Gaines	310 Farley Street	Hutto	TX	78634	(512) 642-8135
Duncan Clarke	8530 FM 1960 Road East, Suite 106/104	Humble	TX	77346	(832) 341-5555
Kristee and Tony Boscarino	2251 North Loop 336 West, Ste. C	Conroe	TX	77304	(281) 257-2400
Tom Stinson	25807 Westheimer Pkwy, Suite 100	Katy	TX	77494	(281) 712-7272
Mary Randall	165 S. Kimball Ave, Suite 110,	Southlake	TX	76092	(817) 345-6366
Rob Arias and Shaun Sexton	300 Convent Street, Ste. 1330	San Antonio	TX	78205	(210) 901-5145
Doug Crawford	2340 E. Trinity Mills #300	Carrollton	TX	75006	(972) 217-9146
David Jackson and Zoltan Papp	10945 Estate Lane Suite E311	Dallas	TX	75238	(214) 960-1515

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Robert Irish		12603 Old Highway 105 W Ste 100	Conroe	TX	77304	(713) 367-0025
Landry-Lloyd		5701 Time Square Blvd, Ste. 305	Amarillo	TX	79119	(806) 364-3161
Amanda Gardiner		2960 Long Prairie Rd	Flower Mound	TX	75022	(972) 782-4775
Ashley Bass	Ben Breedlove	713117 East 1st Jackson Street	Prosper	Burnet TX	7507878611	(806) 231-1038368-2307
Justin Wiggains		5605 North MacArthur Blvd., Ste. 1007	Irving	TX	75038	(214) 914-1385
Jason Valenzuela		620 N Grant, Ste. 1205	Odessa	TX	79761	(432) 934-0630
Geoff Sterner		6300 Ridgely Place, Ste. 603	Fort Worth	TX	76116	(817) 778-8988
Ryan Griffin		106 East Sixth Street, Suite 900	Austin	TX	78701	(512) 731-1724
Javier Hernandez		2011 Leeland Street	Houston	TX	77003	(832) 462-3872
Andrew Haley		4501 Cartwright Rd, Ste. 306	Missouri City	TX	77459	(281) 643-0996 x1
Danny Thompson		2338 North Loop 1604 W Suite #120	San Antonio	TX	78248	(520) 241-8760
Angela and Rick Vargas		814 East Avenue, Suite E	Katy	TX	77493	(832) 375-9979
Andrew McCulloch		138 Prairie Ridge Dr	Aledo	TX	76008	(682) 312-2544
Ann Nguyen		5540 South Peek Road	Katy	TX	77450	(832) 589-9272
Antonio Gutierrez		8412 Davis Boulevard, Ste. 170	North Richland Hills	TX	76182	(940) 365-0100
Herman Askew		13201 Pond Springs Road, Suite 105	Austin	TX	78729	(512) 250-5533
Adam Bryant		1021 61st Street, Suite 400 B,	Galveston	TX	77551	(903) 407-0719
Thomas Steed	Kelly Houston	650 N. Sam Houston Parkway E., 2000 S. Stemmons Freeway, Suite 231205	HoustonLake Dallas	TX	7506577060	(409) 330-1110(214) 448-4445
Travis Taylor		2305 Ridge Road, Suite 207	Rockwall	TX	75087	(214) 886-2704
Lisa Link		3955 S. Soney Ste. 203	Amarillo	TX	79119	(806) 341-6985
Steven Borrego	Joe Kader	650 N. Sam Houston Parkway E., 6671 Southwest Freeway, Suite 231300K	Houston	TX	7706077074	(281) 610-1530236-5652
Rick Swantner		1906 Avenue D, Ste. 100	Katy	TX	77493	(512) 496-0156
Michael D'Ambrosio		715 Discovery Blvd., Suite 406	Cedar Park	TX	78613	(512) 212-3900
Kim Dugey		14133 Memorial Drive	Houston	TX	77079	(832) 667-8961
John Murski		16225 Park Ten Place, Ste. 500	Houston	TX	77084	(281) 610-7187

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Chris Correa	9330 Corporate Drive, Suite 603	Selma	TX	78154	(210) 294-1806
Mike Whitsitt	2245 Texas Drive, Suite 308	Sugar Land	TX	77479	(409) 466-0568
Eric San Miguel	24610 Kingsland BLVD	Katy	TX	77494	(832) 731-3723
Michael Ames	11350 Four Points Drive, Ste. 1	Austin	TX	78726	(512) 637-1362
Jacob Cangelosi Creadeur	14339 Torrey Chase Boulevard # Blvd Ste D	Houston	TX	77014	(832) 269-2155
Mike Bui	5802 Val Verde St	Houston	TX	77057	(713) 423-7904
Herron Burroughs	Three Sugar Creek Center, Suite 100	Sugar Land	TX	77478	(281) 381-2701
Jasmine Sigcho-Gomez Patrick Torma	3420 Rusk suite 22 1001 S. DAIRY ASHFORD, SUITE 100	Houston	TX	77023 77077	(832) 649-4311 370-5660
Jordan Smith	18935 I-45 N, Suite C	Spring	TX	77388	(409) 920-0435
Tonya King	6701 Sanger Ave	Waco	TX	76710	(818) 669-1434
Zach Sharp & James Taylor	704 Ashley Ct.	Highland Village	TX	75077	(469) 351-7657
Michael Gonzales	8151 Broadway, Ste. 102	San Antonio	TX	78209	(210) 889-2956
Desiree Rendon	1414 S Friendswood Drive Building A, Suite 118	Friendswood	TX	77546	(281) 635-8498
Chris Allen	26203 Oak Ridge Dr. Suite 19	Spring	TX	77380	(832) 515-4418
Jacob Metcalf	6806 Smokey Hill Rd	Austin	TX	78736	(214) 240-8838
Carolina KreagerKatie Morales	221 N Kansas3333 Welborn St, Suite 700100	Dallas El Paso	TX	75219 79901	(817) 782-2105 (512) 771-9431
Ross FoxKirk Gilfour	25807 Westheimer Plwy, Ste. 3432914 Eastex Fwy	KatyBeaumont	TX	7749477703	(409) 767-9974 (281) 358-4722
Becky Isbell	312 N. Gray St	Killeen	TX	76541	(254) 368-0207
Spencer LoweEric San Miguel	100 East Royal Lane24610 Kingsland BLVD, Suite 125208	IrvingKaty	TX	7749475039	(832) 731-3723 (818) 669-1434
Jim Jaco	8656 Highway 71 West, Building D, Suite #200	Austin	TX	78735	(512) 829-0090
John Antoon	6521 Preston Road, Suite 300	Plano	TX	75024	(972) 841-4424
Lynn Peters	600 E. John Carpenter Freeway Suite 258	Irving	TX	75062	(972) 689-4569
Jon Garcia	106 East Sixth Street, Suite 900	Austin	TX	78701	(512) 826-3058

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Brad Clark	101 Summit Ave # 1020	Fort Worth	TX	76102	(817) 332-7739
Aaron Cabrera	715 E. Main Street	Tomball	TX	77375	(281) 845-8980
Jessie Bishop	723 I-35, Suite 105	Denton	TX	76205	(940) 498-7007
Diane Fitts Laura Garza	6136 Frisco Square 5850 Town and Country Blvd Ste. 496/400, Suite 502	Frisco	TX	75034	(214) 991-8716 (469) 200-4228
Phil Delgado	18503 Sigma Road	San Antonio	TX	78258	(210) 386-4654
Sonya Taylor	200 W. Fair Street	Kaufman	TX	75142	(214) 612-8074
Bill Jaquay	4005 Technology Drive, Ste. 1008-D	Angleton	TX	77515	(979) 331-3183
Jay Hawley	10039 Bissonnet Street, Ste. 150	Houston	TX	77036	(281) 440-8067
Wesley Reinart	7460 Warren Parkway, Suite 100	Frisco	TX	75034	(972) 224-8247
Molley Michel	5177 Interstate 20 Frontage Rd Ste 123	Willow Park	TX	76087	(817) 597-0700
<u>John Wilson</u>	<u>2305 Ridge Road, Suite 207</u>	<u>Rockwall</u>	<u>TX</u>	<u>75087</u>	<u>(469) 223-1175</u>
Christopher Washington	1104 South Mays Street #Ste 216	Round Rock	TX	78664	(318) 820-3164
<u>Chris Chance</u>	<u>8700 9th Ave Ste 107</u>	<u>Port Arthur</u>	<u>TX</u>	<u>77642</u>	<u>(409) 651-2158</u>
Margarita Valdez	100 Glenborough Drive, Suite 454	<u>Houston</u>	<u>TX</u>	<u>77067</u>	<u>(281) 537-7890</u>
<u>John Antoon</u>	<u>6521 Preston Road, Suite 300</u>	<u>Plano</u>	<u>TX</u>	<u>75024</u>	<u>(972) 841-4424</u>
<u>Monica Oncale</u>	<u>3663 N. Sam Houston Parkway East, Suite 600</u>	<u>Houston</u>	<u>TX</u>	<u>77032</u>	<u>(713) 369-5212</u>
<u>Kevin Ward</u>	<u>7420 Golden Pond, Ste. 400</u>	<u>Amarillo</u>	<u>TX</u>	<u>79121</u>	<u>(806) 391-1533</u>
<u>Dustin Holladay</u>	<u>625 State Highway 31 E,</u>	<u>Chandler</u>	<u>TX</u>	<u>75758</u>	<u>(903) 969-3814</u>
<u>Jim Jaco</u>	<u>8656 Highway 71 West, Building D, Suite</u>	<u>Austin</u>	<u>TX</u>	<u>78735</u>	<u>(512) 829-0090</u>
<u>Kirk Gilfour</u>	<u>17302 House Hahl Rd</u>	<u>Cypress</u>	<u>TX</u>	<u>77433</u>	<u>(281) 358-4722</u>
Billy Wayne Nesrsta	2600 South Shore Blvd., Ste. 300	<u>League City</u>	<u>TX</u>	<u>77573</u>	<u>(979) 480-3475</u>
<u>Dina Pillow</u>	<u>330 N. 8th Street Ste 207</u>	<u>Midlothian</u>	<u>TX</u>	<u>76065</u>	<u>(214) 447-0233</u>
<u>Andrew Fuller</u>	<u>12777 Jones Road, Ste. 300</u>	<u>Houston</u>	<u>TX</u>	<u>77070</u>	<u>(713) 836-1034</u>
<u>Ryan Griffin</u>	<u>9737 Great Hills Trail #200</u>	<u>Austin</u>	<u>TX</u>	<u>78757</u>	<u>(512) 731-1724</u>
<u>Brody Elston</u>	<u>1933 Chimneywood Court</u>	<u>Abilene</u>	<u>TX</u>	<u>79602</u>	<u>(325) 333-4380</u>

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jerry Halliburton	12100 Ford Rd, Ste 300	Dallas	TX	75234	(214) 616-6155
Doug Lowry	4645 Wyndham Lane, Suite 280	Frisco	TX	75033	(214) 356-3124
John Bratcher and Josh Howard	223 McKinney St., Ste. C	Farmersville	TX	75442	(214) 354-9956
Cooper Rogers	1000 Heritage Center Circle, STE 153	Round Rock	TX	78664	(512) 598-0800
Anthony Chambers	2734 Sunrise Blvd Suite 208	Pearland	TX	77584	832-860-7734
Michael Gonzales	8151 Broadway, Ste. 102	San Antonio	TX	78209	(210) 889-2956
John and Kimberly Dean	17080 TX-46, STE 108-G	Spring Branch	TX	78070	(210) 825-1233
Jon Garcia	8656 HWY 71 West, Building D Suite 200	Austin	TX	78735	(512) 826-3058
Gary Sommo	5152 Fredericksburg Road, Ste. 200G,	San Antonio	TX	78229	(409) 554-0328
Bret Smith	719 Highway 183 North, Ste. B112	Leander	TX	78641	(512) 529-9801
Lynn Peters	600 E. John Carpenter Freeway Suite 258	Irving	TX	75062	(972) 689-4569
Kristee and Tony Boscarino	2251 North Loop 336 West, Ste. C	Conroe	TX	77304	(281) 257-2400
David Ach	771 E Southlake Blvd., Suite 105	Southlake	TX	76092	(254) 366-8565
Paul D'Spain	304 East Main St. Suite 203	Round Rock	TX	78664	(512) 363-8609
Shamyra Jeremiah	12600 Hill Country Blvd Suite R-275	Austin	TX	78738	(512) 960-2580
Brenda Carmona-Canales	820 West Spring Creek Parkway, Suite 400-C	Plano	TX	75023	(972) 935-5166
David Wolfe	1201 NW Loop 281, Ste 412	Longview	TX	75604	(903) 253-2524
Lee and Jennifer Garza	246 West San Antonio Street, Suite 203	New Braunfels	TX	78130	(830) 743-1442
Landry Lloyd	5701 Time Square Blvd, Ste. 305	Amarillo	TX	79119	(806) 364-3161
Rey Mesa	701 Commerce St, Suite 517	Dallas	TX	75202	(469) 200-1227
Mary Harmening	2202 Avenue I, Suite 205	Rosenberg	TX	77471	(360) 470-6436
Ashley Dolan	150 Pine Forest Dr., Ste. 801B	Shenandoah	TX	77384	(936) 321-0158
William Whitehurst	500 Grapevine Highway, Ste. 367	Hurst	TX	76054	(817) 876-2846
Ruben Espinosa	522 N. Broadway, Ste. 2	Tyler	TX	75702	(903) 262-7827
Curtis Wall	5606 N. Navarro Street, Ste. 302-C	Victoria	TX	77904	(361) 788-3226
Markus Tolson	5115 Washington Avenue	Houston	TX	77007	(713) 880-5225

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jason Rottman	308 B West Main St	Decatur	TX	76234	(505) 793-1154
Shelly Workman	3115 Loop 306, Ste. 100	San Angelo	TX	76904	(325) 716-8251
Toby Mullikin	1125 Judson Plaza, Ste. 182A	Longview	TX	75601	(903) 220-0979
Marcus Becerra	388 SW Johnson Avenue	Burleson	TX	76028	(817) 585-1015
Cody Gladney	7460 Warren Parkway, Suite 100	Frisco	TX	75034	(972) 224-8247
Bill Jaquay	4005 Technology Drive, Ste. 1008-D	Angleton	TX	77515	(979) 331-3183
Neil Guayante	6500 River Place Blvd, Building 7, Ste. 250	Austin	TX	78730	512-975-3266
Ann Nguyen	5540 South Peek Road	Katy	TX	77450	(832) 589-9272
Anastasia Hiles	8350 Ashlane Way, Suite 204 #15	The Woodlands	TX	77382	(832) 717-9181
Rob Arias and Shaun Sexton	300 Convent Street, Ste. 1330	San Antonio	TX	78205	(210) 901-5145
Chris Allen	26203 Oak Ridge Dr. Suite 19	Spring	TX	77380	(832) 515-4418
Ian Gerrard	719 Sawdust Road, Suite 110C	Spring	TX	77380	(281) 825-3755
Desiree Rendon	1414 S Friendswood Drive Building A, Suite 118	Friendswood	TX	77546	(281) 635-8498
Carolina Kreager	221 N Kansas St Suite 700	El Paso	TX	79901	(512) 771-9431
Thomas Steed	650 N. Sam Houston Parkway E., Suite 231	Houston	TX	77060	(409) 330-1110
Jacob Metcalf	8656 Hwy 71 West, Building D, Suite 200	Austin	TX	78735	(214) 240-8838
Joe Kader	650 N. Sam Houston Parkway E., Suite 231	Houston	TX	77060	(281) 610-1530
Jimmy Gutierrez	9330 Corporate Dr., Suite 603	Selma	TX	78154	(954) 682-0181
Travis Taylor	2305 Ridge Road, Suite 207	Rockwall	TX	75087	(214) 886-2704
Antonio Gutierrez	8412 Davis Boulevard, Ste. 170	North Richland Hills	TX	76182	(940) 365-0100
Lisa Link	3955 S. Soncy Ste. 203	Amarillo	TX	79119	(806) 341-6985
Adam Bryant	1021 61st Street, Suite 400-B,	Galveston	TX	77551	(903) 407-0719
Ashley Bass	713 East 1st Street	Prosper	TX	75078	(806) 231-1038
Duncan Clarke	8530 FM1960 Rd East, Suite 104	Humble	TX	77346	(832) 341-5555

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Steven Gaines	1000 Heritage Center Circle	Round Rock	TX	78664	(512) 642-8135
Diane Fitts	6136 Frisco Square Blvd Ste. 400	Frisco	TX	75034	(214) 935-9625
Chris Correa	9330 Corporate Drive, Suite 603	Selma	TX	78154	(210) 294-1806
John Schon	5206 FM 1960 W. Ste. 212M	Houston	TX	77069	(832) 248-9160
Maria Segura	16365 Park Ten Place Dr., Ste. 175	Houston	TX	77084	(832) 509-0554
Robert Prescott	305 Regency Parkway, Ste. 701	Mansfield	TX	76063	(817) 405-6152
Tom Stinson and Wendy Jones	22762 Westheimer Parkway, Suite 420	Katy	TX	77450	(281) 712-7272
John Murski	16225 Park Ten Place, Ste. 500	Houston	TX	77084	(281) 610-7187
Kim Dugey	14133 Memorial Drive Suite 1	Houston	TX	77079	(832) 667-8961
Michael D'Ambrosio	715 Discovery Blvd., Suite 406	Cedar Park	TX	78613	(512) 212-3900
Rick Swantner	1906 Avenue D, Ste. 100	Katy	TX	77493	(512) 496-0156
Doug Becker	311 S. Oak Street, Ste 204.3	Roanoke	TX	76262	(817) 734-8924
Marcia Burklew	20665 West Lake Houston Parkway, Suite 111	Humble	TX	77346	(281) 359-2222
Mark Solomon	2770 Main Street, Ste. 275	Frisco	TX	75033	(214) 739-5610
Toby Brooks	1920 N. Main Street, Ste. 102	Belton	TX	76513	(254) 231-0402
Jeff Horak	3091 University Drive East, Ste. 120	Bryan	TX	77802	(979) 595-8685
Jorge Alatorre and Mike Julian	8900 Eastloch Drive, Suite 315	Spring	TX	77379	(832) 688-8367
Jenifer Hoffman	15737 Jarvis Road	Cypress	TX	77429	(281) 373-9911
Linda Cunningham	1525 Lakeville Dr., Ste. 131	Kingwood	TX	77339	(281) 361-9719
Jami Curry	7111 Bosque Boulevard, Suite 203	Waco	TX	76710	(254) 523-0301
Jeff Horak Morgan Shipp	3091 University 625 Chase Drive, Ste. 120107	Bryan Tyler	TX	77802 75701	(979) 595-8685 (903) 630-8069
Joey Bertrand	2824 Valley View Lane, Ste. 100	Farmers Branch	TX	75234	(972) 833-1000
Mike Whitsitt	2245 Texas Drive, Suite 308	Sugar Land	TX	77479	(409) 466-0568
Marcia Burklew Luis Landin	20665 West Lake Houston Parkway, 9950 Cypresswood Dr. Suite 111223	Kingwood Houston	TX	77070 77346	(281) 359-2222 796-6111
Brad Clark	101 Summit Ave, STE 1020	Fort Worth	TX	76102	(817) 332-7739

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Mike Ames	11350 Four Points Drive, Ste. 1	Austin	TX	78726	(512) 637-1362
Richard Tonihka	5609 Southwest Green Oaks, Ste. 106	Arlington	TX	76017	(817) 286-2002
Justin Winstead	620 Stoneglen Drive	Keller	TX	76248	(817) 771-9797
Aaron Cabrera	715 E. Main Street	Tomball	TX	77375	(281) 845-8980
Gladys Cruz	14101 West Hwy 290, Bldg 1400c	Austin	TX	78737	(512) 694-7878
Scott Wong	4565 Highway 6, Suite A	Sugar Land	TX	77478	(281) 313-8999
Mark Solomon Brendan Fitzgibbons	2770 Main Street 8140 Walnut Hill Ln, Ste. 275300	Friseo Dallas	TX	75033 75231	(214) 739-5610 960-4422
Barbara Cribbs	2600 South Shore Blvd, Ste 300	League City	TX	77573	281-334-2737
Gabe Becerra	9330 Corporate Drive, Suite 603,	Selma	TX	78154	(210) 347-5597
Robert Irish	12603 Old Highway 105 W Ste 100	Conroe	TX	77304	(713) 367-0025
Laura Feldman	720 Rusk Street, Suite 126	Houston	TX	77002	(713) 766-3303
Todd Thomas	1300 Bay Area Blvd, Ste. B135	Clear Lake	TX	77058	(281) 480-7762
David Bailey	4925 Greenville Avenue Suite 200	Dallas	TX	75206	(214) 850-5095
Kordell Nolan	11729 Spring Cypress Rd, Suite H-4	Tomball	TX	77377	(281) 972-6600
Danny Raymond	1315 Rayford Park Rd Suite 502	Spring	TX	77386	(281) 378-4840
Matthew Colby	802 Yale Street	Houston	TX	77007	(713) 966-6611
Jason Hess	260 N. Denton Tap Rd, Ste. 265	Coppell	TX	75019	(972) 462-0999
Scott Adelman	535 E. Fernhurst Drive, Ste. 106	Katy	TX	77450	(832) 300-9900
Javier Hernandez	2011 Leeland Street	Houston	TX	77003	(832) 462-3872
John Wilson Moore	2305 Ridge Road 1311 Chisholm Trail, Suite 207403-404	Rockwall Round Rock	TX	75087 78681	(469) 223-1175 (512) 609-8876
Jay Olson	17228 West Grand Parkway Suite 2000	Sugarland	TX	77479	(713) 589-3689
Craig Helm	434 Oak Street Suite C	Graham	TX	76450	(940) 757-0127
Scott Morris	5900 South Lake Forest Drive, Ste. 300	McKinney	TX	75070	(806) 543-7930
Natalia Ayme	1111 S. Main St., Ste 110	Grapevine	TX	76051	(817) 875-0776
Danny Thompson	2338 North Loop 1604 W Suite #120	San Antonio	TX	78248	(520) 241-8760
Andrew Haley	4501 Cartwright Rd, Ste. 306	Missouri City	TX	77459	(281) 643-0996 x1

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Michael Foster	201 W Virginia Street	McKinney	TX	75069	(972) 234-4260
Harry Smith	17304 Preston Rd, Ste 800	Dallas	TX	75252	(214) 769-5998
Amanda Gardiner	2960 Long Prairie Rd	Flower Mound	TX	75022	(972) 782-4775
Mary Randall	165 S. Kimball Ave, Suite 110	Southlake	TX	76092	((817) 764-1002
Chris Chance Shannon Gast	3700 9th 12002 Trafalgar Avenue #107 , Ste. 304	Lubbock Port Arthur	TX	79424 77642	(806) 500-2785 ((409) 651-2158
Doug Crawford Ross Fox	2914 Eastex Fwy 2340 E. Trinity Mills #300	Beaumont Carrollton	TX	77703 75006	(409) 767-9974 (972) 217-9146
Ramon Siqueiros	11350 Four Points Drive, Ste. A	Austin	TX	78726	(512) 355-7471
Kevin Kopp	502 Highway 3 N Ste B	League City	TX	77573	(281) 217-6400
Justin Wiggains	5605 North MacArthur Blvd., Ste. 1007	Irving	TX	75038	(214) 914-1385
Phil Delgado	18503 Sigma Road	San Antonio	TX	78258	(210) 899-3800
David Jackson	10945 Estate Lane Suite E311	Dallas	TX	75238	(214) 960-1515
Zoltan Papp	1500 Solana Boulevard, STE 4500	Westlake	TX	76262	(972) 379-2505
The Sacchieri Agency	122 Heatherwood Dr.	Spring	TX	77386	(832) 717-6754
Jai Fulford	4815C 50th St.	Lubbock	TX	79414	(806) 632-3082
Cen-sure	6300 Ridgelea Place, Ste. 603	Fort Worth	TX	76116	(817) 938-2101
Lori Alba	5527 Louetta Rd, Ste. D	Spring	TX	77379	(281) 602-3950
Geoff Sterner	6300 Ridgelea Place, Ste. 603	Fort Worth	TX	76116	(817) 778-8988
Ashleigh Buchanan	2401 Judson Rd., Ste.103	Longview	TX	75605	(903) 215-8242
Sonya Taylor	200 W. Fair Street	Kaufman	TX	75142	(214) 612-8074
Dan Wilkerson	113 North Stagecoach Road	Salado	TX	76571	(512) 934-8711
Corry Pilcher	900 Titus St.	Gilmer	TX	75644	(903) 680-3100
Mike Wilburn	1310 RR 620 South, Ste. B195 Room 7	Lakeway	TX	78734	(512) 743-8210
Bill Troutz	2929 Mossrock Drive, Ste. 203	San Antonio	TX	78230	(210) 349-6600
Mark Boudreaux	118 Vintage Park Boulevard, Suite W-102	Houston	TX	77070	(281) 397-3001
Guy Wehman	11350 Four Points Dr. Suite A	Austin	TX	78726	(512) 887-3942

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Tony Smith and Geoff Comstock	203 S Allen Dr	Allen	TX	75013	(972) 491-1965
Tim Bicknell	6735 Salt Cedar Way, Building 1, Suite 300	Frisco	TX	75034	(972) 999-1518
Barrett Buchwald	5025 Colleyville Blvd	Colleyville	TX	76034	(682) 334-1018
Collin Phaup	6761 Old Jacksonville Hwy, Suite A	Tyler	TX	75703	(903) 534-5800
Andrew DeGuise	15840 FM 529, Suite 260	Houston	TX	77095	(832) 387-4633
JC Harter	3131 McKinney Ave., Suite 600	Dallas	TX	75204	(214) 643-6108
Robert King	6010 W Spring Creek Parkway Suite 252	Plano	TX	75024	(214) 504-4732
Claudia Cuellar Dionne Dumas and Kendall Pearson	4241 Woodcock Avenue, 325 N. St. Paul St, Suite A2043100	San Antonio Dallas	TX	78228 75201	(210) 931-2021 (214) 789-4777
Ashlee Nelson	214 West Texas Ave, Ste 104	Midland	TX	79701	(432) 638-8701
Taylor Chomiski Fred Montes	14114 North Dallas Parkway 1444 N. Cockrell Hill Road, Suite 160101	Dallas	TX	75254 75211	(469) 687-9080 (806) 570-1207
Rocky Taullie*		Norfolk	VA	23518-5444	(757) 222-7627
Richard Bibb*		Fredericksburg	VA	22401	(571) 723-4948
Mustafa Rasuli* Glenn Fischer*	- 6076 Franconia Road Suite B	- Alexandria	VA	- 22310	(703) 451-3434 594-8212
Chad Murray* Jimmy Johnson*	-	Grundy Tazewell	VA	- 24614	(276) 988-7931 935-7151
Thomas "Rocky" Piper*		King George	VA	22485	(571) 970-7581
Dawn Brink*	644 Grassfield Parkway Suite 27	Chesapeake	VA	23322-7465	(757) 410-0080
Mustafa Rasuli*		Occoquan	VA		(703) 451-3434
Chad Murray*		Tazewell	VA		(276) 988-7931
Timothy Jongquist** Kevin Torcia	- 780 Lynnhaven Parkway, Suite 400	Virginia Beach	VA	23452 23462	(757-816-9360) 771-9115
Bill Reulein*	626 S Church Ln	Tappahannock	VA	22560	(703) 795-9510
Wallace Butler**	-	Herndon	VA	23321	(703) 444-3600
Evan Curbeam*	133 N Sycamore St, Ste D	Petersburg	VA	23803	(804) 543-2441

Account Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Benjamin Floyd Josh Dress	1517 Lynnhaven Parkway 618 Prosperity Way	Virginia Beach Chesapeake	VA	23453 23320	(757) 286-9552 563-4499
Karen Godette Barrett Mary Thomas	707 Gittings Street 130 Scruggs Rd Suite 100-C205	Suffolk Moneta	VA	23434 24121	(757) 540 595-12006998
Tracey Fink Andy Kondracki	2244 General Booth Blvd 4870 Haygood Rd	Virginia Beach	VA	23456 23455	(757) 499-0559 523-5391
Samuel Huang and Janice Liu	8300 Boone Blvd., Suite 570	Vienna	VA	22182	(586) 883-3802
Philip Watkins	780 Lynnhaven Parkway, Ste 400	Virginia Beach	VA	23452	(757) 986-1223
Tim Jongquist	4936 Cleveland St, #105	Virginia Beach	VA	23462	757-816-9360
Steve Wills Karina Morrison	11320 Random Hills Road 2901 South Lynnhaven, Suite 120475	Fairfax Virginia Beach	VA	22030 23452	(703) 988-3004 (757) 478-2459
Ashby Whitehorne	1 Columbus Street, Ste 680	Virginia Beach	VA	23462	(757) 330-0779
Andy Kondracki Monica Savino	1206 Laskin Rd, Suite 201 2244 General Booth Blvd	Virginia Beach	VA	23456 23451	(757) 435-4291 499-0559
Eder Odria Steve Wills	5105-F Backlick Rd 2901 South Lynnhaven, Suite 475	Annandale Virginia Beach	VA	23452 22003	(757) 478-2459
Monica Savino Eric Allen	106 Crofton Place 1206 Laskin Rd, Suite 9201-G	Palmyra Virginia Beach	VA	23451 22963	(434) 589-1447 (757) 435-4291
Kylee Munson Doug Price	618 Prosperity Way 44330 Mercure Circle #100-A	Chesapeake Dulles	VA	23320 20166	(571) 441-3008 (757) 286-9552
Chad Hunter	1765 Greensboro Station Place, Suite 900	McLean	VA	22102	(573) 268-3693
Doug Price Eder Odria	44330 Mercure Circle #100-A 5105-F Backlick Rd	Dulles Annandale	VA	22003 20166	(703) 231-5098 (571) 441-3008
Eric Allen	106 Crofton Place Suite 9	Palmyra	VA	22963	(434) 589-1447
Ryan Haggerty*		Liberty Lake	WA	-	(509) 263-8888
Barbara Cercone*		Seattle	WA	-	(425) 457-4440
Aaron Coe*		Bothell	WA	98022	(425) 949-0409
Bryan Vander Hoek*	1616 32nd StSte 14	Everett	WA	98201	(425) 374-8392
Kien Ngo Michael Skarin	707 S Grady 1833 Auburn Way Ste 600North, Suites D, E, F	Renton Auburn	WA	98057 98002	(206) 290-7505 (253) 218-4902
Jenny GohShane Kidwell	4735 NE 4th Street 2707 Colby Avenue Suite 1212	Renton Everett	WA	98059 98201	(425) 728-8445 595-3164

Account <u>Franchisee</u> Name	Mailing Street	City	State	Zip Code	Phone Number
Myrlino Hufana	2018 156th Ave NE, <u>Bldg F</u> , Suite 100	Bellevue	WA	98007	(425) 329-3889
Charles Lindberg	2018 156th Ave NE, Suite 100	Bellevue	WA	98007	(425) 818-9542
<u>JA Insurance Services, LLC*</u>	<u>N19 W24400 Riverwood Drive, Suite #350</u>	<u>Waukesha</u>	<u>WI</u>	<u>53188</u>	<u>(262) 679-1919</u>
Glynis Grochowski & Linda Yeikowski*	S75w17475 Janesville Rd Ste 2	Muskego	WI	53150	(262) 710-4214
<u>Benjamin Murphy</u>	<u>6233 Bankers Road, Suite 2</u>	<u>Racine</u>	<u>WI</u>	<u>53403</u>	<u>(608) 440-2020</u>

EXHIBIT E-2

LIST OF FORMER FRANCHISEES

% indicates unit never opened

indicates unit was terminated after 12/31/~~2018~~2019

+ indicates franchise was transferred

Account Name	Mailing Street	City	State	Zip Code	Phone Number
Cynthia Araujo Max Freedman	3366-10670 Civic Center Dr. Thousand Oaks Blvd, Suite 200 210	Thousand Oaks Rancho Cucamonga	CA	92730-9136 9	(805) 304- 0866 (626) 301- 0472
Melissa Baaklini	701 Southampton Blvd, Ste 209 Unit E	Benicia	CA	94510	(510) 863-4499
Scott Wilk Mai Vo	28368 Constellation 3487 McKee Road, Suite 360D53	San Jose Valencia	CA	95127-9135 5	(805) 522- 8315 (408) 275- 1636
Laseni Williams Andrew Lam#	13110 Spring St 2560 Catamaran Way, Suite 9	Chula Vista Baldwin Park	CA	91706-9191 4	(909) 598- 8033 (661) 809- 7533
Jose Falcon	14007 Inglewood Ave	Hawthorne	CA	90250	(310) 973-2329
Ron Lozano %Jasmin Manriquez#	3200 Wilshire Boulevard, Ste. 1011 44100 Monterey Avenue Ste 216E	Los Angeles Palm Desert	CA	90010-9226 0	(571) 255- 9788 (760) 201- 1831
Stefan Leer	4511 Golden Foothill Parkway #2	El Dorado Hills	CA	95762	(916) 844-2836
Adriana Flores Ram & Kail Battar %	2425 Porter 1108 5th St., St #205	Soquel San Fernando	CA	95073-9134 0	(650) 409- 7261 (818) 838- 7311
Wayne Guzman Daniel Neale %	1420 North-410 Alabama St Claremont Blvd, Suite 207-C106	Claremont Redlands	CA	92373-9171 +	(909) 908- 6228 528-6642
Shawn Nobles %	-	Mission Viejo	CA	-	(949) 916-5210-xt 31
Rudy Betha %	328 N Orange Dr	Los Angeles	CA	90019	(323) 794-2486
Christen Scanlon %Jim Rosenau#	459 Fulton Street, Suite 301	San Francisco	CA	94102	(415) 665- 7701 652-8588

FDD Exhibit E-2 - 1

Goosehead

04/~~02/2019~~03/2020

~~PK152328-1~~PK167694.2

Bryce Easter ⁺	9605 Seranton Rd # 625	San Diego	CA	92121	(858) 292-5788
Darian Hogle ⁺	4590 MacArthur Blvd., Ste 500	Newport Beach	CA	92660	(949) 769-4736
Siamanto Maronian ⁺	805 East Broadway, Ste. 1A	Glendale	CA	91205	(818) 269-0909
Eva Chong ⁺	3200 Wilshire Boulevard, Ste. 1011	Los Angeles	CA	90010	(323) 984-9845
Aaron Mark Gloeckler ⁺	800 Grant Street, Suite 310427 Bellevue Unit 100	Denver Crested Butte	CO	8020381224	(720) 318-7665837-8297
Glenn Midnet Jr.	9132 Strada Place, Ste. 11200	Naples	FL	34108	(239) 253-2400
Briana Williams [#]	3111 North University Drive, Ste. 901	Coral Spring	FL	33065	(978) 854-2769
Trevor Reddell	701 S Howard Ave Ste 205	Tampa	FL	33606	(813) 906-6676
James Dudziec [#]	4600 Touchton Rd E Building 100 Suite 150	Jacksonville	FL	32246	(904) 426-8111
James Givens [#]	9100 Conroy Windermere Road Suite 200	Windermere	FL	34786	(321) 917-0576
Brian DeCicco [#]	601 Market Street	Saint Augustine	FL	32095	(904) 429-4451
Clayton Campbell [#]	6706 N 9th Avenue, Suite D-20	Pensacola	FL	32504	(850) 512-4861
Tim Stevenson	9250 Corkscrew Road Suites 8 & 9	Estero	FL	33928	(239) 676-6704
Valerie Curinton-Merae	5323 Millenia Lakes Blvd., Ste. 303 & 307	Orlando	FL	32839	(407) 299-3415
David Hicks	340 West Central Ave, Ste. 310,	Winter Haven	FL	33880	(863) 412-2419
Connie McGuire Tiffany Owen	19 Del Prado Boulevard North, 1080 E Indiantown Rd. Suite F104	Cape Coral Jupiter	FL	3390933477	(239) 573-2088(561) 632-3714
Rob Hazewinkel Omar Haedo	500 S. Dixie Highway 4628 Summerdale Blvd, Suite 306A	Coral Gables Pace	FL	3314632571	(305) 290-3750(850) 698-3213
Sean McConnell Logan Brock	3632 Land O' Lakes Boulevard 1016 Clare Avenue	Land O' Lakes West Palm Beach	FL	3463933401	(254) 291-2410(813) 928-3363
Phillip O'Reilly [%]	13700 Perdido Key Dr. Bld. C Ste. 144B	Pensacola	FL	32507	(251) 550-1000
Greg Janzow [%]	-	Jacksonville	FL	-	(765) 914-6250
Edgar Belfort Tyce Moore [%]	1 Hargrove Grade 2200 N. Commerce Parkway, Suite 2B200-256	Weston Palm Coast	FL	3332632137	(954) 385-6660(803) 800-0170
Scott Petzke Nate Hicks ⁺	700 S Palafox 5E Washington Street Suite K Ste 2C	Pensacola Oswego	FL IL	3250260543	(850) 226-5008(331) 481-7877

FDD Exhibit E-2 - 2

Goosehead

04/02/201903/2020

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Camille Gersie ⁺ Shane Parekh	16500 Burnt Store Road, Unit A-107 3855 North Cicero Ave	Punta Gorda Chicago	FL IL	33955 60641	(239) 247-1590 (773) 930-4941
Fabian Tenorio Kelley Williams ⁺	4651 Salisbury Road, 6400 N. NW Hwy Ste. 4004	Chicago Jacksonville	FL IL	60631 32256	(312) 498-0700 (386) 447-5282
Doug Campbell ⁺ Leroy Patterson [#]	19150 South Kedzie Avenue, Suite 102 27499 Riverview Center Blvd., Ste. 219	Homewood Bonita Springs	FL IL	60430 34134	(844) 464-6673 (708) 856-8778
Thomas Moore [#]	2101 Eastland Drive, Suite A1	Bloomington	IL	61704	(309) 215-9955
Demetrice Underwood [#]	1651 Louisville Ave #135	Monroe	LA	71201	(318) 235-8331
Andrea Remedies	514 Crockett St	Shreveport	LA	71101	(318) 423-6022
Daniel Gamez	5704 East West Hwy	Riverdale	MD	20737	(202) 446-6799
Claudia Lara [#]	108 W Main Street	New Market	MD	21774	(301) 865-1100
Kirk McGinley	9693 Gerwig lane, Suite T	Columbia	MD	21046	(443) 844-8906
Alton Trish Williams	3406 W Irving Park Rd 22260 Haggerty Road, Suite 155	Chicago Northville	IL MI	60618 48167	(312) 967-7399 (248) 887-6171
Cornell Mathis	455 E Eisenhower Pkwy, STE #126	ANN ARBOR	MI	48108	(734) 585-5224
Ana Ulloa	13210 Trenton Road	Southgate	MI	48195	(734) 606-4112
Joseph Norris	153 Old Warehouse Square	Oxford	NC	27565	(919) 589-7778
Brian Slagle	2018 Eastwood Road, Suite 105	Wilmington	NC	28403	(910) 338-3747
Steve Ledford	315 S. Salem St. Suite 310	Apex	NC	27502	(919) 244-8407
Dustin Chitwood	305 East Main Street	Clayton	NC	27520	(214) 406-7975
Benjamin Sandborg	547 Route 22 East	Whitehouse Station	NJ	8889	(908) 923-4169
Syed Haq	70 East Sunrise Highway Suite 500	Valley Stream	NY	11581	(516) 246-6169
Mike Callan	510 Clinton Square, Suite 517	Rochester	NY	14604	(585) 250-0544
Hector Mondesi	34-18 Northern Blvd, Unit 3-43	Long Island City	NY	11101	(718) 384-1169
Rick Good Shane Tressler	3232 Ridge 470 Olde Worthington Rd, Suite 5200	Lansing Westerville	IL OH	60438 43082	(708) 560-6130 (614) 890-2555
Bill Davey	6440 Avondale Drive	Nichols Hills	OK	73116	(405) 200-6869

Bryan Stahl & Wendy Douglass	936 Penn Ave	Wyomissing	PA	19610	(717) 283-0900
Nertil Alla	7618 Castor Avenue	Philadelphia	PA	19152	(215) 776-6447
Bill Rookstool	601 Farm Lane	Doylestown	PA	18901	(267) 718-6315
Luis Santiago	8022 Frankford Avenue	Philadelphia	PA	19136	(215) 970-2272
Shawn Yauch	505 Foreland Street, Floor 1	Pittsburgh	PA	15212	(412) 227-3447
Frank Aiello	4125 Old William Penn Highway	Murrysville	PA	15668	724-519-2935
Stefanie Meyer Todd Skillman	207 N Main St 1240 Winnowing Way, Suite 109B	Mount Pleasant Columbia	IL SC	29466 6223	(618) 282-2210
Ashlee Nelson	214 West Texas Ave, Ste 104	Midland	TX	79701	(432) 638-8701
Claudia Cuellar	4241 Woodcock Avenue, Suite A204	San Antonio	TX	78228	(210) 931-2021
Jay Hawley	10039 Bissonnet Street, Ste. 150	Houston	TX	77036	(281) 440-8067
Fred Montes	14114 North Dallas Parkway, Suite 160	Dallas	TX	75254	(469) 687-9080
Shannon Sigala#	1401 US-175 Ste 230	Crandall	TX	75114	(214) 334-5140
Mario Aguilar	1331 North Main St	Andrews	TX	79714	(432) 279-1597
Mayur Patel	950 Echo Lane Suite 200	Houston	TX	77042	(713) 461-9952
John Cuba#	1000 Heritage Center Circle, Suite 153	Round Rock	TX	78664	(512) 806-8435
Logan Bellamy	4310 Wiley Post Road Ste 201E	Addison	TX	75001	(469) 480-9990
Brandon Marti	1777 NE Interstate 410 Loop, STE 600	San Antonio	TX	78217	(210) 422-3442
Alfredo Carrera	3901 Arlington Highlands Blvd suite 200	Arlington	TX	76018	(214) 837-4012
Loretta Dominguez	11125 La Quinta Place, Suite A	El Paso	TX	79936	(915) 591-0075
Jacqueline McCoy	878 S Denton Tap Road, STE 160	Coppell	TX	75019	(972) 200-4413
John Trien	2330 Wyoming Avenue	El Paso	TX	79903	(915) 263-8300
Mo Choumil	11320 Random Hills Road, Suite 120	Fairfax	VA	22030	(703) 988-3004
Ted Brown	40 Lake Bellevue Drive, Suite 102	Bellevue	WA	98005	248-352-4757
Jenny Goh	4735 NE 4th Street	Renton	WA	98059	(425) 728-8445
Kien Ngo	707 S Grady Way Ste 600	Renton	WA	98057	(206) 290-7505
Clay Carroll%	-	Montgomery	AL	36117	(334) 272-4745
Jose Luna%	-	Fontana	CA	91711	(909) 549-4761

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Lorelei Ambriz%	-	Lawndale	CA	90260	(310) 991-9673
Drew Hardgrave%	-	Cantonment	FL	-	(850) 288-1253
Mike Karis%	-	Orlando	FL	-	-
LaCrisha Kenebrew% Tony Wong%	-	Burr Ridge Chicago	IL	-	(312) 619-2212 423-1935
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Veoria Mabry%	-	Plainfield	IL	-	(630) 901-3067
Rudy Espino%	-	Chicago	IL	-	(773) 672-4011
James Burgoon%	-	Fort Wayne	IN	-	(260) 750-5225
Andrea Remedies% Rebecca Martin%	514 Crockett St 7500 College Boulevard, Suite #500	Overland Park Shreveport	LA KS	66210 7110	(913) 764-1000 (318) 423-6022
Jessica Bavar% Crystal Robinson%	103 Riviera Dr-	Sulphur Slidell	LA	70460-	(985) 445-4848 (337) 302-0873
Cornell Mathis% Juan Aguirre%	24 Mont Vlg Avenue Suite D 455 E Eisenhower Pkwy, STE #126	Gaithersburg ANN ARBOR	MI MD	20879 48108	(734) 585-5224 (301) 948-8118
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Dennis Wilson & Trevor Wilson [%] Phil Champion [%]	-	Belmont Charlotte	NC	-	(704) 231- 9772 461-8944
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Michael Boures [%] Steve Lloyd [%]	120 South Main St Suite B	Phillipsburg Pinehurst	NJ NC	8865	(908) 319- 0197 (703) 402- 8877
Lazarus Alexandrou [%] Tamara Amyan [%]	6416 Bay Parkway 135 The Crescent	Roslyn Heights Brooklyn	NY	11204 1157 7	(718) 728- 2800 (347) 401- 1366
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Brian Madalion	6020 Green Street Suite #3	Philadelphia	PA	19144	(215) 549-4900
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Mike Kunko [%]	117 Koban Dr.	Portage	PA	15946	(814) 942-0100
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Kim HerreraTerri Coleman%	-	-Austin	TX	-	(713) 828-4715(210) 306-9910
Arvey Villa	603 North Meadow Ave	Odessa	TX	79761	(432) 631-4704
Renata Pennington	825 Watters Creek Boulevard, Building M, Suite 250	Allen	TX	75013	(225) 978-1379
Anthony Roy	21210 FM 2920, Building 5B	Hockley	TX	77447	(832) 776-4211
Dan Looney	9950 Westpark Dr., Ste 321	Houston	TX	77063	(562) 431-7770
David Boatright	5262 S. Staples Street, Ste. 250	Corpus Christi	TX	78411	(361) 994-4881
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Jeri "Jey" Smith%	=	Houston	TX	=	=
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Preston Schulze%	=	Houston	TX	=	(832) 425-7977
Michael Wiggins%	7310 W Broadway, Ste 112	Pearland	TX	77584	(832) 725-9473
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Scott Hodgins%	=	Irving	TX	75038	(504) 236-5987
Dan Peterson%	-	Frisco	TX	-	(214) 218-8344
Andrew Gammans ⁹⁶ Mary Shepherd%	-	HoustonColleyville	TX	-	(817) 858-0074(409) 370-8958

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Evan Curbeam %	133 N Sycamore St. Ste D	Petersburg	VA	23803	(804) 543-2441
Steve Kaustinen +	9555 Warner Ave, Ste. F	Fountain Valley	CA	92708	(714) 519-7500
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Ron Gonzales +	26632 Towne Centre Drive Suite 300	Foothill Ranch	CA	92610	(949) 356-5522
Laurent Dropsy +	300 Spectrum Center Drive, Suite 400	Irvine	CA	92618	(949) 254-4855
Shelly Waters +	415 W Indian Hill Blvd Suite 202	Claremont	CA	91711	(209) 894-2660
Matt Mullins +	12021 Pennsylvania Street, Suite 205A	Thornton	CO	80241	(720) 370-2787
Aaron Gloeckler +	800 Grant Street, Suite 310	Denver	CO	80203	(720) 318-7665
Nate Hicks +	700 S Palafox Street Suite K	Penascola	FL	32502	(850) 226-5008
Cody Owens +	9786 South Orange Blossom Trail, Ste. 101	Orlando	FL	32837	(843) 301-0709
Ken Denski +	1451 W Cypress Creek Rd, Ste. 300	Fort Lauderdale	FL	33309	(954) 393-8831
Bill Gentry +	12724 Gran Bay Parkway West, Suite 410	Jacksonville	FL	32258	(904) 515-6830
Gavin Petrea +	2110 Troy Rd, Ste I	Edwardsville	IL	62025	(618) 216-1169
Michelle Ryan +	179 Little Lake Drive	Ann Arbor	MI	48103	(248) 461-3900
Walker Hyland +	126 E Grand River Ave	Fowlerville	MI	48836	(651) 249-1127
Paul Seguin +	199 N. Main Street, Suite 104	Plymouth	MI	48170	(734) 606-0777
Andrew Looker +	317 Matthews Mint Hill Road, Suite 104	Matthews	NC	28105	(704) 607-1516
Mike Manfreda +	10520 Ligon Mill Road, Suite 100D	Wake Forest	NC	27587	(919) 819-9042
Corey Brown % Byron Spears +	600 North Pearl Street Suite S2256-	Dallas Wylie	TX	75002 75201	(214) 336- 4169 349-8400
Lindsay Hall % Robin Czarnek +	-2810 Oak Run Parkway	Richardson New Braunfels	TX	-78132	(682)-200- 6767 (210) 646-8682
Gary Leal %	-	Resharon	TX	-	713-703-4823
John Derriek McGlothlin & Carlos Clark % Brian Williams +	3626 N Hall St. 7310 W Broadway, Ste 408 112	Dallas Pearland	TX TX	77584 75219	(214) 252- 9694 (281) 710-9102

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Jason Gomez ⁺ % <u>Patric Farrell</u> ⁺	-109 E. Oak Street, Ste. 900	Denton <u>Katy</u>	TX	762017744 <u>9</u>	(817) 233-9771 <u>(713) 585-6572</u>
<u>Abel Longoria</u> ⁺	<u>84 N.E. Loop 410, Ste. 117</u>	<u>San Antonio</u>	<u>TX</u>	<u>78216</u>	<u>(210) 760-0341</u>
Shalee Garza ⁺ % <u>Scott Kendall</u> ⁺	2150 S. Central Expressway <u>Suite 2006800 Weiskopf Avenue Ste 150</u>	Mckinney <u>McKinney</u>	TX	75070	(469) 772-3232 <u>(214) 998-0922</u>
<u>Curtis Birtcher</u> ⁺ Jessie Bishop ⁺	723 I-35 <u>1800 Shiloh Road</u> , Suite 105202	Denton <u>Tyler</u>	TX	762057570 <u>3</u>	(940) 498-7007 <u>(903) 780-4556</u>
<u>Jason Valenzuela</u> ⁺	<u>620 N Grant, Ste. 1205</u>	<u>Odessa</u>	<u>TX</u>	<u>79761</u>	<u>(432) 934-0630</u>
Glenda Higginbotham ⁺	2424 N Pecan St., Ste. 104	Nacogdoches	TX	75965	(936) 305-5157
Jessie Bishop ⁺ Curtis Birtcher ⁺	1800 Shiloh Road <u>723 I-35</u> , Suite 202105	Tyler <u>Denton</u>	TX	757037620 <u>5</u>	(903) 780-4556 <u>(940) 498-7007</u>
<u>Kyle Kettler</u> ⁺	<u>4405 Spring Cypress Rd. Suite 100</u>	<u>Spring</u>	<u>TX</u>	<u>77388</u>	<u>(832) 869-4133</u>
<u>Eugene Zollinger</u> ⁺	<u>2090 North IH 35 Suite 4119</u>	<u>New Braunfels</u>	<u>TX</u>	<u>78130</u>	<u>(830) 216-8343</u>
Mao Cano ⁺	1475 Heritage Parkway, Ste. 125	Mansfield	TX	76063	(469) 418-7278
Steve Mendez ⁺	1002 Village Square, Suite B2,	Tomball	TX	77375	(832) 698-2216
Jesse Miller ⁺	5500 FM 2770, Ste. 103	Kyle	TX	78640	(512) 720-2522
Cody Deek ⁺	2438 Lillian Miller Pkwy, Ste. 205	Denton	TX	76205	(940) 230-2803
Katie Peek ⁺	4140 McKnight Road, Ste. 2	Texarkana	TX	75503	(903) 792-0404
Brad Brown ⁺	750 William D Fitch Parkway, Suite 220	College Station	TX	77845	(979) 764-2001
Nieki Wynne ⁺	12863 CR 192	Tyler	TX	75703	(903) 504-5957
Jim Kirk ⁺	104 East US Highway 80, Ste. 175	Forney	TX	75126	(214) 796-0921
Eric Wagner ⁺	1001 S Main Street, Ste. 5	Boerne	TX	78006	(210) 837-3175
Natalie Garcia ⁺ % <u>Rick Vargas</u> ⁺	23218 Red River Dr <u>814 East Avenue</u> , Suite 208E	Katy	TX	774507749 <u>3</u>	(832) 351-5259 <u>-</u>
Chase Anderson ⁺	1136 Rayford Rd <u>Ste A</u>	Spring	TX	77386	(214) 838-5433
Raven Eilers ⁺	9737 Great Hills Trail, Ste. 200	Austin	TX	78759	(512) 468-5651

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Grant Nichols ⁺	1341 W Mockingbird Lane, Ste. 600W	Dallas	TX	75247	(325) 227-7574
David Wilson ⁺	1452 Hughes Road, Suite 200	Grapevine	TX	76051	(817) 453-9999
Jason Renfrow ⁺ Cole Masters ⁺	4801 Woodway Drive, Suite 300 3663 North Sam Houston Pkwy East, Ste. 600	Houston	TX	77056 77032	(713) 678-0256 401-9688
John G. Murphy II	6796 Rainier Rd.	Timnath	CO	80547	(970) 449-3339
Ted Brown [#] Brian Costello	40 Lake Bellevue Drive, Suite 102	Rochester Hills Bellevue	WA MI	48005	(248) 352-4757 759-4564
Amanda Hagood	5910 Duraleigh Rd Ste 135	Raleigh	NC	27612	(919) 834-3615

EXHIBIT F-1
FINANCIAL STATEMENTS

GSHD's and subsidiaries' audited consolidated financial statements as of December 31, 2019 and 2018 and for the three years in the period ended December 31, ~~2018 and 2019~~2017, and ~~GH Financial's and subsidiaries and affiliates' audited consolidated and combined financial statements as of and for the year ended December 31, 2016.~~

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Report of Independent Registered Public Accounting Firm

To the stockholders and the Board of Directors of Goosehead Insurance, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Goosehead Insurance, Inc. and subsidiaries (the "Company") as of December 31, 2019 and 2018, the related consolidated statements of income, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, effective January 1, 2019, the Company adopted *Revenue from Contracts with Customers* (ASU 2014-09) ("Topic 606"), as amended, using the modified retrospective method.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

Dallas, Texas

March 13, 2020

We have served as the Company's auditor since 2017.

Goosehead Insurance, Inc.

Consolidated statements of income

(In thousands, except per share amounts)

	Year Ended December 31,		
	2019	2018	2017
Revenues:			
Commissions and agency fees	\$ 46,366	\$ 36,704	\$ 27,030
Franchise revenues	30,503	23,022	15,438
Interest income	617	422	243
Total revenues	77,486	60,148	42,711
Operating Expenses:			
Employee compensation and benefits (including Class B unit compensation of \$26,134 and \$2,231 for the years ended December 31, 2018 and 2017, respectively)	41,715	58,256	24,544
General and administrative expenses	19,042	13,060	8,597
Bad debts	725	1,298	1,083
Depreciation and amortization	1,931	1,464	876
Total operating expenses	63,413	74,078	35,100
Income (loss) from operations	14,073	(13,930)	7,611
Other Expense:			
Other income (expense)	—	(22)	3,541
Interest expense	(2,387)	(4,266)	(2,474)
Income (loss) before taxes	11,686	(18,218)	8,678
Tax expense	1,304	449	—
Net Income (loss)	10,382	(18,667)	8,678
Less: net income (loss) attributable to non-controlling interests	6,815	(9,764)	8,678
Net Income (loss) attributable to Goosehead Insurance Inc.	\$ 3,567	\$ (8,903)	\$ —
Earnings per share:			
Basic	\$ 0.24	\$ (0.66)	n/a
Diluted	\$ 0.22	\$ (0.66)	n/a
Weighted average shares of Class A common stock outstanding			
Basic	14,864	13,554	n/a
Diluted	16,100	13,554	n/a
Unaudited Pro forma income before taxes attributable to Goosehead Insurance, Inc.	n/a	n/a	\$ 3,242
Unaudited Pro forma income tax expense	n/a	n/a	(811)
Unaudited Pro forma net income attributable to Goosehead Insurance, Inc.	n/a	n/a	\$ 2,431
Unaudited Pro forma earnings per share basic	n/a	n/a	\$ 0.18
Unaudited Pro forma earnings per share diluted	n/a	n/a	\$ 0.17
Unaudited Pro Forma Weighted average shares of Class A Common stock outstanding			
Basic	n/a	n/a	13,554
Diluted	n/a	n/a	14,573

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.

Consolidated balance sheets

(In thousands, except share and par value amounts)

	December 31	
	2019	2018
Assets		
Current Assets:		
Cash and cash equivalents	\$ 14,337	\$ 18,635
Restricted cash	923	376
Commissions and agency fees receivable, net	6,884	2,016
Receivable from franchisees, net	2,602	703
Prepaid expenses	1,987	1,109
Total current assets	26,733	22,839
Receivable from franchisees, net of current portion	11,014	2,048
Property and equipment, net of accumulated depreciation	9,542	7,575
Intangible assets, net of accumulated amortization	445	248
Deferred income taxes, net	15,537	1,958
Other assets	1,357	130
Total assets	<u>\$ 64,628</u>	<u>\$ 34,798</u>
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable and accrued expenses	\$ 5,033	\$ 3,978
Premiums payable	923	376
Unearned revenue	—	530
Deferred rent	683	428
Contract liabilities	2,771	—
Note payable	4,000	2,500
Total current liabilities	13,410	7,812
Deferred rent, net of current portion	6,681	4,548
Note payable, net of current portion	42,161	45,947
Contract liabilities, net of current portion	20,024	—
Liabilities under tax receivable agreement, net of current portion	13,359	1,694
Total liabilities	95,635	60,001
Commitments and contingencies (see note 10)		
Class A common stock, \$0.01 par value per share 300,000,000 shares authorized, 15,238,079 shares issued and outstanding as of December 31, 2019, 13,799,630 issued and outstanding as of December 31, 2018	152	138
Class B common stock, \$0.01 par value per share - 50,000,000 shares authorized, 21,054,935 issued and outstanding as of December 31, 2019, 22,485,747 issued and outstanding as of December 31, 2018	210	224
Additional paid in capital	14,442	11,899
Accumulated deficit	(23,811)	(20,761)
Total stockholders' equity and members' deficit	(9,007)	(8,500)
Non-controlling interests	(22,000)	(16,703)
Total equity	(31,007)	(25,203)
Total liabilities and equity	<u>\$ 64,628</u>	<u>\$ 34,798</u>

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.

Consolidated statement of stockholders' equity

(In thousands)

	Members' deficit	Issued shares of Class A common stock	Issued shares of Class B common stock	Class A Common stock	Class B Common Stock	Additional paid in capital	Accumulated deficit	Total stockholders' equity	Non- controlling interest	Total equity
Balance January 1, 2017	\$ (24,241)	—	—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (24,241)
Net income	8,678	—	—	—	—	—	—	—	—	8,678
Capital withdrawn	(25,570)	—	—	—	—	—	—	—	—	(25,570)
Balance December 31, 2017	(41,133)	—	—	—	—	—	—	—	—	(41,133)
Net Income	3,768	—	—	—	—	—	—	—	—	3,768
Capital withdrawn	—	—	—	—	—	—	—	—	—	—
Balance March 31, 2018	(37,365)	—	—	—	—	—	—	—	—	(37,365)
Net income prior to the Reorganization Transactions	621	—	—	—	—	—	—	—	—	621
Distributions prior to the Reorganization Transactions	(1,278)	—	—	—	—	—	—	—	—	(1,278)
Balance prior to the Reorganization Transactions	(38,022)	—	—	—	—	—	—	—	—	(38,022)
Effects of the Reorganization Transactions	38,022	—	22,747	—	227	(94,180)	(21,562)	(115,515)	(36,241)	(113,734)
Initial non-controlling interest allocation	—	—	—	—	—	(18,920)	—	(18,920)	18,920	—
Issuance of Class A common stock sold in initial public offering, net of offering costs	—	13,533	—	135	—	123,875	—	124,010	—	124,010
Distributions subsequent to initial public offering	—	—	—	—	—	—	—	—	(1,735)	(1,735)
Net income subsequent to initial public offering	—	—	—	—	—	—	801	801	2,159	2,960
Equity-based compensation subsequent to initial public offering	—	—	—	—	—	949	—	949	—	949
Activity under employee stock purchase plan	—	5	—	—	—	143	—	143	—	143
Redemption of LLC Units	—	261	(261)	3	(3)	(194)	—	(194)	194	—
Deferred tax adjustments related to Tax Receivable Agreement	—	—	—	—	—	315	—	315	—	315
Deferred tax adjustments	—	—	—	—	—	(89)	—	(89)	—	(89)
Balance December 31, 2018	\$ —	13,799	22,486	\$ 138	\$ 224	\$ 11,899	\$ (20,761)	\$ (8,500)	\$ (16,703)	\$ (25,203)

	Issued shares of Class A common stock	Issued shares of Class B common stock	Class A Common stock	Class B Common Stock	Additional paid in capital	Accumulated deficit	Total stockholders' equity	Non- controlling interest	Total equity
Balance January 1, 2019	13,799	22,486	138	224	11,899	(20,761)	(8,500)	(16,703)	(25,203)
Cumulative effect of adoption of the revenue recognition standard	—	—	—	—	—	(517)	(517)	(841)	(1,358)
Distributions	—	—	—	—	—	—	—	(3,739)	(3,739)
Dividends declared of \$0.41 per share	—	—	—	—	—	(5,962)	(5,962)	(9,038)	(15,000)
Net income	—	—	—	—	—	3,567	3,567	6,815	10,382
Equity-based compensation	—	—	—	—	1,526	—	1,526	—	1,526
Redemption of LLC Units	1,431	(1,431)	14	(14)	(1,368)	—	(1,368)	1,368	—
Deferred tax adjustments related to Tax Receivable Agreement	—	—	—	—	2,060	—	2,060	—	2,060
Activity under employee stock purchase plan	8	—	—	—	325	—	325	—	325
Reallocation of Non-controlling interest	—	—	—	—	—	(138)	(138)	138	—
Balance December 31, 2019	15,238	21,055	152	210	14,442	(23,811)	(9,007)	(22,000)	(31,007)

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.

Consolidated statements of cash flows

(In thousands)

	Year Ended December 31,		
	2019	2018	2017
Cash flows from operating activities:			
Net income (loss)	\$ 10,382	\$ (18,667)	\$ 8,678
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	2,145	2,522	876
Loss on disposal of fixed assets	—	22	—
Bad debt expense	725	1,298	1,083
Equity based compensation	1,526	26,960	—
Tax receivable agreement liability	11,676	1,702	—
Deferred income taxes	(11,382)	(1,732)	—
Changes in operating assets and liabilities:			
Receivable from franchisees	(5,161)	(1,637)	(1,077)
Commissions and agency fees receivable	2,474	(1,258)	(907)
Prepaid expenses	(877)	(588)	(212)
Other assets	(346)	435	(471)
Accounts payable and accrued expenses	913	1,210	1,330
Deferred rent	2,389	582	3,817
Contract liabilities	6,281	—	—
Premiums payable	547	(42)	118
Unearned revenue	(51)	(532)	307
Net cash provided by operating activities	21,241	10,275	13,542
Cash flows from investing activities:			
Proceeds from member note receivable	—	—	135
Proceeds from notes receivable	19	22	299
Purchase of software	(403)	(148)	(236)
Purchase of property and equipment	(3,694)	(2,096)	(6,216)
Net cash used for investing activities	(4,078)	(2,222)	(6,018)
Cash flows from financing activities:			
Loan origination fees	—	(639)	(342)
Repayment of note payable	(2,500)	(50,625)	(375)
Proceeds from notes payable	—	50,000	20,000
Proceeds from the issuance of Class A common stock	325	86,915	—
Member distributions and dividends to stockholders	(18,739)	(80,059)	(25,520)
Net cash (used for) provided by financing activities	(20,914)	5,592	(6,237)
Net increase (decrease) in cash and cash equivalents, and restricted cash	(3,751)	13,645	1,287
Cash and cash equivalents, and restricted cash, beginning of period	19,011	5,366	4,079
Cash and cash equivalents, and restricted cash, end of period	\$ 15,260	\$ 19,011	\$ 5,366
Supplemental disclosure of cash flow data:			
Non-cash management fee note repayment	—	135	—
Cash paid during the year for interest	2,173	3,207	2,001
Cash paid for income taxes	1,175	300	—

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.

Notes to consolidated financial statements

1. Organization

On May 1, 2018 Goosehead Insurance, Inc. ("GSHD") completed the Offering of 9,810 thousand shares of Class A common stock at a price of \$10.00 per share, which included 1,280 thousand shares issued pursuant to the underwriter's over-allotment option. GSHD became the sole managing member of Goosehead Financial, LLC ("GF"). GF was organized on January 1, 2016 as a Delaware Limited Liability Company and is headquartered in Westlake, TX. The operations of GF represent the predecessor to GSHD prior to the Offering, and the consolidated entities of GF are described in more detail below. Information for any periods prior to May 1, 2018 relates to GF and its subsidiaries and affiliates.

GSHD (collectively with its consolidated subsidiaries, the "Company") provides personal and commercial property and casualty insurance brokerage services for its clients through a network of corporate-owned agencies and franchise units across the nation.

The operations of the corporate-owned units are recorded in Texas Wasatch Insurance Services, L.P. ("TWIS")—a Texas limited partnership headquartered in Westlake, TX and operating since 2003. TWIS is a wholly owned subsidiary of GF. The Company had seven corporate-owned locations in operation at December 31, 2019 and 2018.

The operations of the franchise units are recorded in Goosehead Insurance Agency, LLC ("GIA")—a Delaware limited liability company headquartered in Westlake, TX and operating since 2011. GIA is 100% owned by Goosehead Insurance Holdings ("GIH"), which is 100% owned by GF. Franchisees are provided access to insurance Carrier Appointments, product training, technology infrastructure, client service centers and back office services. During years ended December 31, 2019, 2018 and 2017, the Company onboarded 247, 214 and 140 franchise locations, respectively and had 614, 457 and 292 operating franchise locations as of December 31, 2019, 2018 and 2017 respectively. No franchises were purchased by the Company during the years ended December 31, 2019, 2018 and 2017.

In connection with the Offering, both Goosehead Management, LLC ("GM") and Texas Wasatch Insurance Holdings Group LLC ("TWIHG") became wholly owned indirect subsidiaries of GF. Both GM and TWIHG are non-operating holding companies created to receive management fees from the operating entities TWIS and GIA.

All intercompany accounts and transactions have been eliminated in consolidation.

Reorganization Transactions

In connection with the Offering, the Company completed the following transactions (the "Reorganization Transactions"):

- The GF limited liability company agreement was amended to, among other things, i) appoint GSHD as the sole managing member of GF and ii) modify the capital structure of GF by reclassifying the interests previously held by Pre-IPO LLC Members into a single new class of non-voting LLC Units.
- GSHD was authorized to issue two classes of common stock. 9,810 thousand shares of Class A common stock were issued pursuant to the Offering, including the underwriters' over-allotment option. 22,747 thousand shares of Class B common stock were issued to the Pre-IPO LLC Members in an amount equal to the number of LLC Units held by each such Pre-IPO LLC Member in exchange for certain management rights of GF. Each share of Class A common stock and Class B common stock entitles its holder to one vote per share on all matters submitted to a vote of GSHD's stockholders. Each share of Class B common stock can be exchanged for one share of Class A common stock or, at GSHD's discretion, a cash payment equal to the volume weighted average market price of one share of Class A common stock, thus canceling the share of Class B common stock on a one-for-one basis.
- The Goosehead Management Holders and Texas Wasatch Holders indirectly transferred their ownership interests in GM and TWIHG, respectively, to GSHD in exchange for the Goosehead Management Note and Texas Wasatch Note. The aggregate principal amount of the Goosehead Management Note and the Texas Wasatch Note was approximately \$114 million. Because the net proceeds from the Offering were insufficient to repay the aggregate principal amount of the notes, 3,724 thousand shares of Class A common stock

were issued to the Goosehead Management Holders and the Texas Wasatch Holders for the difference. GSHD contributed direct and indirect ownership interests in each of TWIHG and GM to GF.

Following completion of the Reorganization Transactions and the Offering, GSHD owned 37.3% of GF and the Pre-IPO LLC Members owned the remaining 62.7%. GSHD is the sole managing member of GF and, although GSHD holds a minority economic interest in GF, GSHD has the sole voting power and control of management of GF. Accordingly, GSHD consolidates the financial results of GF and reports non-controlling interest in GSHD's consolidated financial statements.

2. Summary of significant accounting policies

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported period. Accordingly, actual results could differ from those estimates as more information becomes known.

Cash and cash equivalents

The Company maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits; however, the Company has not historically experienced any losses in these accounts. The Company believes it is not exposed to any significant credit risk. The Company currently holds no financial instruments that would be considered cash equivalents.

Restricted cash

The Company holds premiums received from the insured, but not yet remitted to the insurance carrier in a fiduciary capacity. Premiums received but not yet remitted included in restricted cash were \$923 thousand and \$376 thousand as of December 31, 2019 and 2018, respectively.

The following is a reconciliation of our cash and restricted cash balances as presented in the consolidated statement of cash flows for the years ended December 31, 2019 and 2018 (in thousands):

	December 31, 2019		
	2019	2018	2017
Cash and cash equivalents	\$ 14,337	\$ 18,635	\$ 4,948
Restricted cash.....	923	376	418
Cash and cash equivalents, and restricted cash	<u>\$ 15,260</u>	<u>\$ 19,011</u>	<u>\$ 5,366</u>

Commissions and agency fees receivable

Upon issuance of a new policy, the Company typically collects the first premium payment from the insured, and then will remit the full premium amount to the insurance carriers. The insurance carriers collect the remaining premiums directly from the insureds and remit the applicable commissions to the Company. Accordingly, as reported in the accompanying consolidated balance sheet, commissions are receivables from the insurance carriers. These direct-bill arrangements consist of a high volume of transactions with small premium amounts, with the billing controlled by the insurance carriers. The income statement and balance sheet effects of the commissions are recorded at the contract effective date and generally are based on a percentage of premiums for insurance coverage. During 2019, the Company wrote with over 100 insurance carriers, of which 35 provided national coverage. In 2019, two carriers represented more than 10% of total revenue at 16% and 10%. In 2018, two carriers represented more than 10% of total revenue at 17% and 11%. In 2017, three carriers represented more than 10% of total revenue at 18%, 15% and 11%.

In select states, agents have the option to charge an agency fee for the placement of the insurance policy. These non-refundable fees are recorded as receivable on the date the policy is effective with the insurance carrier.

Allowance for uncollectible agency fees

The Company records agency fees receivable net of an allowance for estimated uncollectible accounts to reflect any loss anticipated for the related agency fees receivable balances and charge to bad debts. The agency fees receivable balance consists of numerous small-balance, homogeneous accounts. The Company calculates the allowance based on collection history and writes off all uncollected agency fee balances outstanding over ninety days.

Receivable from franchisees

Receivable from franchisees consists of franchise fees receivable, net of allowance for uncollectible franchise fees and unamortized discount on franchise fees, royalty fees receivable, and notes receivable from franchisees.

Franchise fees receivable

At the start date of the franchise agreement, an entry to franchise fees receivable is recorded along with an entry for a contract liability, to be amortized to franchise fees within Franchise revenues over the 10-year life of the franchise contract. Franchisees have the option to pay the full amount of franchise fees up front or to pay a deposit up front and the remaining balance by payment plan over time. The franchisees that elect to pay the initial franchise fee over a term extending greater than one year pay in total an amount that exceeds the amount due had they paid the full amount up front. As such, the payment plan option is treated as a zero-interest rate note, which creates an imputation of interest. The imputed interest is recorded as a discount on the franchise fee receivable and amortized using the interest rate method over the life of the payment plan. The amount of interest recorded in 2019, 2018 and 2017 related to franchise fees on a payment plan was \$606 thousand, \$418 thousand and \$231 thousand, respectively, and is included in Interest income.

Allowance for uncollectible franchise fees receivable

The Company records franchise fees receivable net of an allowance for estimated uncollectible accounts to reflect any loss anticipated related to the franchise fees receivable balances and charged to bad debts. The franchise fees receivable balance consists of numerous small-balance, homogeneous accounts. The Company calculates the allowance based on our history of write offs for all franchise accounts. Franchise fees receivable and the related allowance is charged off to bad debts if the franchisee owing the balance terminates.

Royalty fees receivable

Royalty fees are recorded at the point in time when the policy becomes effective with the insurance carrier. The royalty fees are secured by the commissions of the franchisee with no historical losses incurred for uncollectible royalty fees. As such, there is no allowance for doubtful accounts relating to royalty fees.

Property & equipment

The Company carries fixed assets at cost, less accumulated depreciation, as stated in the accompanying consolidated balance sheets. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful life of five years for furniture, fixtures and equipment and three years for computer equipment. Leasehold improvements are also amortized using the straight-line method and are amortized over the shorter of the remaining term of the lease or the useful life of the improvement. Expenditures for improvements are capitalized, and expenditures for maintenance and repairs are expensed as incurred. Upon sale or retirement, the cost and related accumulated depreciation and amortization is removed from the related accounts, and the resulting gain or loss, if any, is reflected in income.

Intangible assets

Intangible assets are stated at cost less accumulated amortization and reflect amounts paid for the Company's web domain and computer software costs. The web domain is amortized over a useful life of fifteen years and software costs are amortized over a useful life of three years.

Premiums payable

Premiums payable represent premium payments that have been received from insureds, but not yet remitted to the insurance carriers.

Unearned revenue

When the Company collects Initial Franchise Fees prior to the franchisee start date, the amount collected is recognized as unearned revenue until the Company fulfills its performance obligation and is able to recognize the revenue. Prior to the adoption of Revenue from Contracts with Customers (ASU 2014-09) ("Topic 606"), unearned revenue was recorded as Initial Franchise Fees received prior to the date the franchisee attended training. Amounts included in unearned revenue related to initial franchise fees were \$0 and \$530 thousand at December 31, 2019 and 2018, respectively.

Deferred financing costs

Deferred financing costs incurred in connection with the issuance of debt are capitalized and amortized to interest expense in accordance with the related debt agreements. Deferred financing costs are included as a reduction in notes payable on the accompanying consolidated balance sheets.

Deferred rent

Deferred rent consists of rent abatement affecting the timing of cash rent payments related to the Company's corporate office leases, as well as lease incentives such as construction allowances. Deferred rent is record as a liability and is amortized over the lease term as a reduction to rent expense.

Income Taxes

Prior to the Offering, GF was treated as a partnership for U.S. federal and applicable state and local income tax purposes. As a partnership, GF's taxable income or loss was included in the taxable income of its members. Accordingly, no income tax expense was recorded for federal and state and local jurisdictions for periods prior to the Offering.

In connection with the Offering completed on May 1, 2018, the Company became a taxable entity.

The Company accounts for income taxes pursuant to the asset and liability method which requires the recognition of deferred income tax assets and liabilities related to the expected future tax consequences arising from temporary differences between the carrying amounts and tax bases of assets and liabilities based on enacted statutory tax rates applicable to the periods in which the temporary differences are expected to reverse. Any effects of changes in income tax rates or laws are included in income tax expense in the period of enactment.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expense for the years ended December 31, 2019, 2018 and 2017 was \$812 thousand, \$521 thousand and \$270 thousand.

Recently issued accounting pronouncements

Leases (ASU 2016-02): This standard establishes a new lease accounting model, which introduces the recognition of lease assets and liabilities for those leases classified as operating leases under previous GAAP. It should be applied using a modified retrospective approach, with the option to elect various practical expedients. Early adoption is permitted. The standard will become effective for the Company January 1, 2021, but the Company is not required to present the impacts of the standard until it files its annual report on Form 10-K for the fiscal year ended December 31, 2021. The Company is currently evaluating the impact this standard will have on the Company's consolidated financial statements. However we expect the impact of this guidance on our consolidated financial statements could be significant, as our future minimum operating lease commitments totaled \$22.3 million as of December 31, 2019.

Recently adopted accounting pronouncements

Revenue from Contracts with Customers (ASU 2014-09) ("Topic 606"): This standard supersedes the existing revenue recognition guidance and provides a new framework for recognizing revenue. The core principle of the standard is that an entity should recognize revenue for the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and

services. Additionally, the guidance requires improved disclosure to help users of financial statements better understand the nature, amount, timing and uncertainty of revenue that is recognized. Guidance subsequent to ASU 2014-09 has been issued to clarify various provisions in the standard, including principal versus agent considerations, identifying performance obligations, licensing transactions, as well as various technical corrections and improvements. According to the superseding standard ASU 2015-14 that deferred the effective dates of the preceding, and because the Company is filing as an emerging growth company, the standard became effective for the Company January 1, 2019, but the Company was not required to present the impacts of the standard until this annual report on Form 10-K for the fiscal year ended December 31, 2019.

This standard may be adopted using either a retrospective or modified retrospective method. The Company adopted this standard by recognizing the cumulative effect as an adjustment to opening accumulated deficit and non-controlling interests at January 1, 2019, under the modified retrospective method for contracts not completed as of the day of adoption. Under the modified retrospective method, the Company was not required to restate comparative financial information prior to the adoption of these standards and, therefore, such information presented prior to January 1, 2019 continue to be reported under the Company's previous accounting policies. The details of the significant changes and quantitative impact of the changes are discussed below and in "Note 3. Revenues."

Impact on Financial Statements

The following tables summarize the impacts of adopting the revenue recognition standard on the Company's consolidated financial statements:

(in thousands)	Legacy GAAP	Adjustments due to Topic 606	As Reported
Consolidated Statement of Income			
Year Ended December 31, 2019			
Revenues:			
Commissions and agency fees	50,164	(3,798)	46,366
Franchise revenues	33,309	(2,806)	30,503
Expenses:			
Employee compensation and benefits	41,838	(123)	41,715
Bad debts	1,817	(1,092)	725
Income taxes	1,758	(454)	1,304
Net income	15,326	(4,944)	10,382
Earnings per share:			
Basic	0.36	(0.12)	0.24
Diluted	0.33	(0.11)	0.22

(in thousands)	Legacy GAAP	Adjustments due to Topic 606	As Reported
Consolidated Balance Sheet			
December 31, 2019			
Assets:			
Commissions and agency fees receivable, net	2,241	4,643	6,884
Receivable from franchisees, net	3,880	9,736	13,616
Deferred income taxes, net	15,217	320	15,537
Other assets	156	1,201	1,357
Liabilities:			
Accounts payable and accrued expenses	5,138	(105)	5,033
Unearned revenue	515	(515)	—
Contract liabilities	—	22,795	22,795
Liabilities under tax receivable agreement	13,336	23	13,359
Stockholders' Equity⁽¹⁾:			
Accumulated Deficit	(21,427)	(2,384)	(23,811)
Non-controlling interests	(18,152)	(3,848)	(22,000)
Total equity	(24,768)	(6,239)	(31,007)

(1) Changes in the equity balances are a result of the cumulative effect of the adoption ASC 606 on beginning balances, and the impact to the current period net income.

(in thousands)	Legacy GAAP	Adjustments due to Topic 606	As Reported
Consolidated Statement of Cash Flows			
December 31, 2019			
Operating Cash Flows:			
Net Income	15,326	(4,944)	10,382
Bad Debt Expense	1,817	(1,092)	725
Tax receivable agreement liability	11,653	23	11,676
Deferred income taxes	(11,204)	(178)	(11,382)
Receivable from franchisees	(1,739)	(3,422)	(5,161)
Commissions and agency fees receivables	(1,316)	3,791	2,474
Other assets	(27)	(319)	(346)
Accounts payable and accrued expenses	1,016	(103)	913
Contract liabilities	—	6,281	6,281
Unearned revenue	(13)	(38)	(51)
Net cash provided by operating activities	21,241	—	21,241

3. Revenues

The primary impacts of the new standard to the Company's revenues and expenses are as follows:

Commissions and fees

The Company earns new and renewal commissions paid by insurance carriers and fees paid by its clients for the binding of insurance coverage. The transactions price is set as the estimated commissions to be received over the term of the policy, net of a constraint for policy changes and cancellations. These commissions and fees are earned at a point in time upon the effective date of bound insurance coverage, as no performance obligation exists after coverage is bound. The company also earns contingent commissions from the insurance carriers based on the growth and the profitability of the premiums being placed with the insurance carrier.

Prior to the adoption of Topic 606, Commissions from insurance carriers, net of estimated cancellations, were recognized as revenue when the data necessary to reasonably determine such amounts was made available to the Company. Subsequent commission adjustments, such as policy changes, were recognized when the adjustments become known. As a result of the adoption of Topic 606, commissions from insurance carriers, net of estimated policy changes and cancellations, are recognized as revenue at the effective date of the policy. Significant factors in determining our estimates of policy changes and cancellations include forecasted commissions revenue, which is estimated based on historical experience and assumptions concerning future customer behavior and market conditions. Subsequent adjustments to estimated policy changes and cancellations are possible as facts and circumstances change over time. These commission revenues are now generally recognized earlier than they had been previously.

For Agency Fees, the Company enters into a contract with the insured, in which the Company's performance obligation is to place an insurance policy. The transaction price of the agency fee is set at the time the sale is agreed upon, and is included in the contract. Agency Fee revenue is recognized at a point in time, which is the effective date of the policy.

Prior to the adoption of Topic 606, Agency Fees were recognized as revenue on the date coverage was agreed upon with the client and placed with the Carrier. As a result of the adoption of Topic 606, Agency Fees are recognized as revenue on the effective date of the policy, generally later than they had been previously.

Contingent commission revenue is generated from contracts between the Company and insurance carriers, for which the Company is compensated for certain growth, profitability, other performance-based metrics. The performance obligations for contingent commissions will vary by contract, but generally include the Company increasing profitable written premium with the insurance carrier. The transaction price for Contingent Commissions is estimated based on all available information and is recognized over time as the Company completes its performance obligations, as the underlying policies are placed.

Prior to the adoption of Topic 606, revenue from contingent commissions was recognized when the amounts were fixed and determinable, typically when we received the payment from the insurance carrier. As a result of the adoption of Topic 606, the Company must estimate the amount of consideration that will be received such that a significant reversal of revenue is not probable. Contingent commissions represent a form of variable consideration associated with the placement and profitability of coverage, for which we earn commissions. In connection with Topic 606, contingent commissions are estimated with a constraint applied and accrued relative to the recognition of the corresponding core commissions for the period over which the contract applies. The resulting effect on the timing of recognizing contingent commissions will now more closely follow a similar pattern as our commissions and fees with any adjustments recognized when payments are received or as additional information that affects the estimate becomes available.

Franchise revenues

Franchise revenues include initial franchise fees and ongoing new and renewal royalty fees from franchisees.

Revenue from initial franchise fees is generated from a contract between the Company and a franchisee. The Company's performance obligation is to provide initial training, onboarding, ongoing support and use of the Company's business operations over the period of the franchise agreement. The transaction price is set by the franchise agreement and revenue is recognized over time as the Company completes its performance obligations.

Prior to the adoption of Topic 606, initial franchise fees were recognized as revenue in the month the agency owner or initial agency representative attends training. As a result of the adoption of Topic 606, initial franchise fees are recognized as revenue over the 10-year life of the franchise contract, beginning on the start date of the contract.

Revenue from new and renewal royalty fees is recorded by applying the sales- and usage-based royalties exception. Under the sales- and usage-based exception, the Company estimates the anticipated amount of the royalties to be received over the term of the policy. Revenue from royalty fees is recognized over time as the placement of the underlying policies occur.

Prior to the adoption of Topic 606, royalty fees were recognized as revenue when the data necessary to reasonably determine such amounts was made available to the Company. As a result of the adoption of Topic 606, royalty fees are recognized over time as the underlying policies are placed, which is on the effective date of the policies. Recognition of royalty fees generally takes place earlier under Topic 606.

Contract Costs

Additionally, the Company has evaluated ASC Topic 340 - Other Assets and Deferred Cost ("ASC 340") which requires companies to defer certain incremental cost to obtain customer contracts, and certain costs to fulfill customer contracts.

Incremental cost to obtain - The adoption of ASC 340 resulted in the Company deferring certain costs to obtain customer contracts primarily as they relate to commission-based compensation plans in the Franchise Channel, in which the Company pays an incremental amount of compensation on new franchise agreements. These incremental costs are deferred and amortized over a 10-year period, which is consistent with the term of the contract.

Costs to fulfill - The Company has evaluated the need to capitalize costs to fulfill customer contracts and has determined that there are no costs that meet the definition for capitalization under ASC 340.

Disaggregation of Revenue

The following table disaggregates revenue by segment and source for 2019:

Year Ended December 31, 2019	Franchise Channel	Corporate Channel	Total
<i>Type of revenue stream:</i>			
Commissions and agency fees			
Renewal Commissions	\$ —	\$ 22,924	\$ 22,924
New Business Commissions	—	11,961	11,961
Agency Fees	—	6,058	6,058
Contingent Commissions	3,530	1,893	5,423
Franchise revenues			
Renewal Royalty Fees	19,462	—	19,462
New Business Royalty Fees	7,149	—	7,149
Initial Franchise Fees	3,784	—	3,784
Other Franchise Revenues	108	—	108
Interest Income	617	—	617
Total Revenues	<u>\$ 34,650</u>	<u>\$ 42,836</u>	<u>\$ 77,486</u>
<i>Timing of revenue recognition:</i>			
Transferred at a point in time	\$ —	\$ 40,943	\$ 40,943
Transferred over time	34,650	1,893	36,543
Total Revenues	<u>\$ 34,650</u>	<u>\$ 42,836</u>	<u>\$ 77,486</u>

Contract Balances

The following table provides information about receivables, cost to obtain, and contract liabilities from contracts with customers:

	December 31, 2019	January 1, 2019	Increase/ (decrease)
Cost to obtain franchise contracts	\$ 1,004	\$ 881	\$ 123
Commissions and agency fees receivable, net	6,884	9,962	(3,078)
Receivable from franchisees	13,616	8,461	5,155
Contract liability ⁽¹⁾	22,795	16,514	6,281

(1) Initial franchise fees to be recognized over the life of the contract

Significant changes in contract liabilities are as follows:

	December 31, 2019
Contract liability at beginning of period	\$ 16,514
Revenue recognized during the period	(3,784)
New deferrals ⁽¹⁾	10,065
Contract liability at end of period	<u>\$ 22,795</u>

(1) Initial franchise fees where the consideration is received from the customer for services which are to be transferred to the franchisee over the term of the franchise agreement

Anticipated Future Recognition of Deferred Initial Franchise Fees

The following table reflects the estimated initial franchise fees (contract liability) to be recognized in the future related to performance obligations that are unsatisfied at the end of the period (*in thousands*):

Estimate for the year ended December 31:		
2020	\$	2,771
2021		2,737
2022		2,732
2023		2,718
2024 and thereafter		11,837
	<u>\$</u>	<u>22,795</u>

4. Franchise fees receivable

The balance of Franchise fees receivable included in receivable from franchisees in the consolidated balance sheets consisted of the following (*in thousands*):

	December 31	
	2019	2018
Franchise fees receivable	\$ 15,314	\$ 3,906
Less: Unamortized discount	(3,771)	(1,381)
Less: Allowance for uncollectible franchise fees	(52)	(455)
Total franchise fees receivable	<u>\$ 11,491</u>	<u>\$ 2,070</u>

Activity in the allowance for uncollectible franchise fees was as follows *(in thousands)*:

Allowance for Uncollectible Franchise Fees:		
Balance at December 31, 2017	\$	335
Charges to bad debts		409
Write offs		(289)
Balance at December 31, 2018	\$	455
<i>Adjustments related to adoption of ASC 606</i>		(440)
Adjusted balance at January 1, 2019		15
Charges to bad debts		121
Write offs		(84)
Balance at December 31, 2019	\$	52

5. Allowance for uncollectible agency fees

Activity in the allowance for uncollectible agency fees was as follows:

Allowance for Uncollectible Agency Fees:		
Balance at December 31, 2017	\$	182
Charges to bad debts		889
Write offs		(829)
Balance at December 31, 2018	\$	242
<i>Adjustments related to adoption of ASC 606</i>		(134)
Adjusted balance at January 1, 2019		108
Charges to bad debts		604
Write offs		(534)
Balance at December 31, 2019	\$	178

6. Property and equipment

Property and equipment consisted of the following at:

	December 31,	
	2019	2018
Furniture & fixtures	\$ 3,012	\$ 2,233
Computer equipment	1,480	1,023
Network equipment	268	252
Phone system	885	824
Leasehold improvements	9,073	6,692
Total	14,718	11,024
Less accumulated depreciation	(5,176)	(3,449)
Property and equipment, net	\$ 9,542	\$ 7,575

Depreciation expense was \$1.7 million, \$1.3 million and \$810 thousand for the years ended December 31, 2019, 2018 and 2017, respectively.

7. Intangible assets

Intangible assets consisted of the following:

	December 31,		Weighted average amortization period (years)
	2019	2018	
Computer software & web domain	\$ 1,080	\$ 679	3.13
Less accumulated amortization	(635)	(431)	
Intangible assets, net	\$ 445	\$ 248	

Amortization expense was \$204 thousand, \$117 thousand and \$66 thousand for the years ended December 31, 2019, 2018 and 2017, respectively.

Expected amortization over the next five years is as follows:

	Amount
Year Ending December 31,	
2020	\$ 226
2021	156
2022	60
2023	1
2024 and thereafter	2
Total	<u>\$ 445</u>

8. Employee benefit obligation

The Company has adopted a qualified deferred compensation plan under section 401(k) of the Internal Revenue Code. Full-time employees over the age of 21 with six months of service are eligible to participate. Under the plan, the Company's contribution is based on a discretionary matching of 100% of salary deferral elected by each eligible employee up to a maximum of 3% of compensation. The Company's matching portion vests over a four-year period, after which time the employee becomes fully vested and all future contributions will vest immediately.

Matching contributions may be changed at the discretion of the Company. Company contributions totaled \$592 thousand, \$529 thousand and \$373 thousand for the years ended years ended December 31, 2019, 2018 and 2017.

9. Debt

On August 3, 2018, the Company refinanced its \$3.0 million revolving credit facility and \$50.0 million term note payable to a \$13.0 million revolving credit facility and \$40 million term note payable in order to obtain a more favorable interest rate on the outstanding debt. The Company has the right, subject to approval by the administrative agent and each issuing bank, to increase the commitments under the credit facilities an additional \$50.0 million. The Company treated the refinancing as an extinguishment of the existing debt.

The \$13.0 million revolving credit facility accrues interest on amounts drawn at an initial interest rate of LIBOR plus 2.50%, then at an interest rate determined by the Company's leverage ratio for the preceding period. As of December 31, 2019, the Company was in the greater than 1.50x leverage ratio tranche, accruing interest of LIBOR plus 2.00%. At December 31, 2019, the Company had \$10.0 million drawn against the revolver. At December 31, 2019, the Company had a letter of credit of \$333 thousand applied against the maximum borrowing availability, thus amounts available to draw totaled \$2.7 million. The revolving credit facility is collateralized by substantially all the Company's assets, which includes rights to future commissions. Interest payment on the revolving credit facility totaled \$450 thousand and \$198 thousand for the years ended December 31, 2019 and 2018, respectively.

The \$40.0 million term note accrues interest at an initial interest rate of LIBOR plus 2.00%, then at an interest rate determined by the Company's leverage ratio for the preceding period. As of December 31, 2019, the Company was in the greater than 1.50x leverage ratio tranche, accruing interest of LIBOR plus 2.00%. The aggregate principal amount of the term note as of December 31, 2019 is \$36.5 million, payable in quarterly installments of (x) \$750

thousand from the fiscal quarter ending 3/31/2020 through the fiscal quarter ending 6/30/2020 and (y) \$1.25 million from the fiscal quarter ending 9/30/2020 through the fiscal quarter ending 6/30/2021, with a balloon payment of the entire unpaid principal amount of the term note on 8/3/2021. The term note is collateralized by substantially all the Company's assets, which includes rights to future commissions.

The interest rate for each leverage ratio tier are as follows:

Leverage Ratio	Interest Rate
< 1.50x	LIBOR + 175 bps
> 1.50x	LIBOR + 200 bps
> 2.50x	LIBOR + 225 bps
> 3.50x	LIBOR + 250 bps

Maturities of the term note payable for the next two calendar years as of December 31, 2019 are as follows (*in thousands*):

	Amount
2020	\$ 4,000
2021	32,500
Total	\$ 36,500

The \$10.0 million drawn against the revolver is coterminous with the term loan and is due in full on August 3, 2021.

Loan origination fees of \$214 thousand at December 31, 2019 are reflected as a reduction to the note balance and are amortized through interest expense. As part of the August 3, 2018 refinancing, \$871 thousand of origination fees from previous debt were immediately recognized as interest expense.

The Company's note payable agreement contains certain restrictions and covenants. Under these restrictions, the Company is limited in the amount of debt incurred and distributions payable. In addition, the credit agreement contains certain change of control provisions that, if broken, would trigger a default. Finally, the Company must maintain certain financial ratios. As of December 31, 2019, the Company was in compliance with these covenants.

The Company refinanced its credit facilities on March 6, 2020. See "Note 16: Subsequent Events."

Because of both instruments' origination date and variable interest rate, the note payable balance at December 31, 2019 and December 31, 2018, approximates fair value using Level 2 inputs, described below.

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

- Level 1—Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets.
- Level 2—Significant other observable inputs other than Level 1 prices such as quoted prices in markets that are not active, quoted prices for similar assets or other inputs that are observable, either directly or indirectly, for substantially the full term of the asset.
- Level 3—Significant unobservable inputs that reflect a reporting entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

10. Commitments and contingencies

The Company leases its facilities under non-cancelable operating leases. In addition to monthly lease payments, the lease agreements require the Company to reimburse the lessors for its portion of operating costs each year.

Rent expense was \$1.9 million, \$1.6 million and \$1.0 million for the years ended December 31, 2019, 2018 and 2017.

The following is a schedule of future minimum lease payments as of December 31, 2019 (*in thousands*):

	Amount
Year ending December 31:	
2020	2,575
2021	2,793
2022	2,762
2023	2,578
2024	2,394
Thereafter	9,231
	<u>\$ 22,333</u>

11. Income taxes

As a result of the Reorganization Transactions and the Offering, GSHD became the sole managing member of GF, which is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, GF is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by GF is passed through to and included in the taxable income or loss of its members, including GSHD, on a pro rata basis. GSHD is subject to U.S. federal income taxes, in addition to state and local income taxes, with respect to GSHD's allocable share of income of GF.

Income tax expense

The components of income tax expense are as follows (*in thousands*):

	Year Ended December 31		
	2019	2018	2017
Current income taxes			
Federal	\$ 735	\$ 343	\$ —
State and local	283	136	—
Total current income taxes	1,018	479	—
Deferred income taxes			
Federal	260	(27)	—
State and local	26	(3)	—
Total deferred income taxes	286	(30)	—
Income tax expense	<u>\$ 1,304</u>	<u>\$ 449</u>	<u>\$ —</u>

A reconciliation of income tax expense computed at the U.S. federal statutory income tax rate to the income tax expense recognized is as follows (*in thousands*):

	Year Ended December 31, 2019
Income (loss) before taxes	\$ 11,686
Income taxes at U.S. federal statutory rate	\$ 2,454
Tax on income not subject to entity level federal income tax	(1,453)
Permanent Differences:	
Meals & Entertainment	61
State income tax, net of federal benefit	236
Other Reconciling items:	
Other	6
Income tax expense	<u>\$ 1,304</u>

	Year Ended December 31,	
	2018	2017
Income (loss) before taxes	\$ (18,218)	\$ 8,678
Less: (income) prior to the Reorganization Transactions	(4,389)	(8,678)
Income (loss) before taxes	<u>\$ (22,607)</u>	<u>\$ —</u>
Income taxes at U.S. federal statutory rate	\$ (4,747)	\$ —
Tax on income not subject to entity level federal income tax	(544)	—
Permanent Differences:		
Non-controlling interest	3,536	—
Non-deductible stock compensation costs	2,038	—
Non-deductible excess compensation	27	—
Meals & Entertainment	38	—
State income tax, net of federal benefit	99	—
Other Reconciling items:		
Other	2	—
Income tax expense	<u>\$ 449</u>	<u>\$ —</u>

Deferred tax assets and liabilities

The components of deferred tax assets are as follows (*in thousands*):

	December 31, 2019	December 31, 2018
Investment in flow-through entity	\$ 15,537	\$ 1,958
Net deferred tax asset	<u>\$ 15,537</u>	<u>\$ 1,958</u>

Uncertain tax positions

GSHD has determined there are no material uncertain tax positions as of December 31, 2019.

Tax Receivable Agreement

GF intends to make an election under Section 754 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code") effective for each taxable year in which a redemption or exchange of LLC Units and corresponding Class B common stock for shares of Class A common stock occurs. Future taxable redemptions or exchanges are expected to result in tax basis adjustments to the assets of GF that will be allocated to the Company and thus produce favorable tax attributes. These tax attributes would not be available to us in the absence of those transactions. The anticipated tax basis adjustments are expected to reduce the amount of tax that GSHD would otherwise be required to pay in the future.

GSHD entered into a tax receivable agreement with the Pre-IPO LLC Members on May 1, 2018 that provides for the payment by GSHD to the Pre-IPO LLC Members of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that GSHD actually realizes as a result of (i) any increase in tax basis in GSHD's assets and (ii) tax benefits related to imputed interest deemed arising as a result of payments made under the tax receivable agreement.

During the years ended December 31, 2019 and 2018, an aggregate of 1.4 million and 261 thousand LLC Units, respectively, were redeemed by the Pre-IPO LLC Members for newly-issued shares of Class A common stock. In connection with these redemptions, we received 1.4 million and 261 thousand LLC Units, which resulted in an increase in the tax basis of our investment in GF subject to the provisions of the Tax Receivable Agreement. We recognized a liability for the TRA Payments due to the Pre-IPO LLC Members, representing 85% of the aggregate tax benefits we expect to realize from the tax basis increases related to the redemptions of LLC Units, after concluding it was probable that such TRA Payments would be paid based on our estimates of future taxable income. As of December 31, 2019 and 2018, the total amount of TRA Payments due to the Pre-IPO LLC Members under the Tax Receivable Agreement was \$13.4 million and \$1.7 million, respectively, of which \$9 thousand and \$9 thousand, respectively, was current and included in Accounts payables and accrued expenses on the Consolidated Balance Sheet.

12. Stockholder's equity

Class A Common Stock

GSHD has a total of 15,238 thousand and 13,800 thousand shares of its Class A common stock outstanding at December 31, 2019 and 2018, respectively. Each share of Class A common stock holds economic rights and entitles its holder to one vote per share on all matters submitted to a vote of the stockholders of GSHD.

Class B Common Stock

GSHD has a total of 21,055 thousand and 22,486 thousand shares of its Class B common stock outstanding at December 31, 2019 and 2018, respectively. Each share of Class B common stock has no economic rights but entitles its holder to one vote per share on all matters submitted to a vote of the stockholders of GSHD.

Holders of Class A common stock and Class B common stock vote together as a single class on all matters presented to GSHD's stockholders for their vote or approval, except as otherwise required by applicable law, by agreement, or by GSHD's certificate of incorporation.

Correction of Prior Period Balances:

Subsequent to the issuance of the Company's Annual report on Form 10-K for the year ended December 31, 2018, the Company determined that there was an error in the initial allocation of the effects of the Reorganization Transactions and of the non-controlling interest as presented in the consolidated statement of stockholders' equity for the year ended December 31, 2018. This resulted in misstatements of activity in and balances of additional paid in capital, accumulated deficit, total stockholders' equity and non-controlling interest within the consolidated statement of stockholders' equity and consolidated balance sheet as of and for the year ended December 31, 2018. The Company evaluated the materiality of these misstatements from quantitative and qualitative perspectives and concluded the misstatements are not material to the prior period.

The previously reported amounts within the Company's consolidated statement of stockholders' equity for the year ended December 31, 2018 and the corresponding amounts in the consolidated balance sheet as of December 31, 2018 have been revised to reflect the corrected balances as presented below (in thousands):

Consolidated statement of stockholders' equity for the year ended December 31, 2018												
	Additional paid in capital			Accumulated deficit			Total stockholders' equity			Non-controlling interest		
	As previously reported	Adjustment	As corrected	As previously reported	Adjustment	As corrected	As previously reported	Adjustment	As corrected	As previously reported	Adjustment	As corrected
Effects of the Reorganization Transactions	\$ (132,202)	\$ 38,022	\$ (94,180)	\$ (7,379)	\$ (14,183)	\$ (21,562)	\$ (139,354)	\$ 23,839	\$ (115,515)	\$ (12,402)	\$ (23,839)	\$ (36,241)
Initial non-controlling interest allocation	\$ 97,071	\$ (115,991)	\$ (18,920)	\$ —	\$ —	\$ —	\$ 97,071	\$ (115,991)	\$ (18,920)	\$ (97,071)	\$ 115,991	\$ 18,920
Redemption of LLC Units	\$ (1,251)	\$ 1,057	\$ (194)	\$ —	\$ —	\$ —	\$ (1,251)	\$ 1,057	\$ (194)	\$ 1,251	\$ (1,057)	\$ 194
Balance December 31, 2018	\$ 88,811	\$ (76,912)	\$ 11,899	\$ (6,578)	\$ (14,183)	\$ (20,761)	\$ 82,595	\$ (91,095)	\$ (8,500)	\$ (107,798)	\$ 91,095	\$ (16,703)

Earnings Per Share

The following table sets forth the calculation of basic earnings per share ("EPS") based on net income attributable to GSHD for the years ended December 31, 2019 and 2018, divided by the basic weighted average number of Class A common stock as of December 31, 2019 and 2018 *(in thousands, except per*

share amounts). Diluted earnings per share of Class A common stock is computed by dividing net income attributable to GSHD by the weighted average number of shares of Class A common stock outstanding adjusted to give effect to potentially dilutive securities. The Company has not included the effects of conversion of Class B shares to Class A shares in the diluted EPS calculation using the "if-converted" method, because doing so has no impact on diluted EPS.

	Year Ended December 31, 2019	Year Ended December 31, 2018
Numerator:		
Income (loss) before taxes	\$ 11,686	\$ (18,218)
Less: income (loss) before taxes attributable to non-controlling interests	6,956	(9,702)
Income (loss) before taxes attributable to GSHD	4,730	(8,516)
Less: income tax expense attributable to GSHD	1,163	387
Net income (loss) attributable to GSHD ⁽¹⁾	<u>\$ 3,567</u>	<u>\$ (8,903)</u>
Denominator:		
Weighted average shares of Class A common stock outstanding - basic	14,864	13,554
Effect of dilutive securities:		
Stock options ⁽²⁾	1,236	—
Weighted average shares of Class A common stock outstanding - diluted	<u>\$ 16,100</u>	<u>\$ 13,554</u>
 Earnings per share of Class A common stock - basic	 \$ 0.24	 \$ (0.66)
Earnings per share of Class A common stock - diluted	\$ 0.22	\$ (0.66)

(1) Net income attributable to GSHD for the year ended December 31, 2018 excludes all net income prior to the Offering.

(2) 1,650 thousand stock options were excluded from the computation of diluted earnings per share of Class A common stock for the year ended December 31, 2018 because the effect would have been anti-dilutive, as GSHD recorded a net loss for the period.

The following table sets forth the calculation of unaudited pro forma basic EPS based on unaudited pro forma net income attributable to GSHD for the year ended December 31, 2017, divided by the unaudited pro forma basic weighted average number of Class A common stock as of December 31, 2017 (in thousands, except per share amounts). Unaudited pro forma diluted earnings per share of Class A common stock is computed by dividing unaudited pro forma net income attributable to GSHD by the unaudited pro forma weighted average number of shares of Class A common stock outstanding adjusted to give effect to unaudited pro forma potentially dilutive securities.

	Year Ended December 31, 2017
Numerator:	
Net income	\$ 8,678
Less: unaudited pro forma net income attributable to non-controlling interests	5,436
Unaudited pro forma income before taxes attributable to GSHD	3,242
Less: Unaudited pro forma income tax expense	811
Unaudited pro forma net income attributable to GSHD	\$ 2,431
Denominator:	
Unaudited pro forma weighted average shares of Class A common stock outstanding - basic	13,554
Unaudited pro forma effect of dilutive securities:	
Unaudited pro forma stock options	1,019
Unaudited pro forma weighted average shares of Class A common stock outstanding - diluted	\$ 14,573
Unaudited pro forma earnings per share of Class A common stock - basic	\$ 0.18
Unaudited pro forma earnings per share of Class A common stock - diluted	\$ 0.17

13. Non-controlling interest

Non-Controlling Interests

Following the Offering, GSHD became the sole managing member of GF and, as a result, it consolidates the financial results of GF. GSHD reports a non-controlling interest representing the economic interest in GF held by the other members of GF.

On a quarterly basis, GF makes distributions to the LLC Unit holders on a pro rata basis. For the years ended December 31, 2019 and 2018, GF made distributions of \$6.3 million and \$3.9 million, respectively, of which \$3.7 million and \$3.0 million, respectively, were made to Pre-IPO LLC Members. The remaining \$2.6 million and \$0.9 million, respectively, were made to GSHD and was eliminated in consolidation.

Under the amended and restated Goosehead Financial, LLC Agreement, the Pre-IPO LLC Members have the right, from and after the completion of the Offering (subject to the terms of the amended and restated Goosehead Financial, LLC Agreement), to require GSHD to redeem all or a portion of their LLC Units for, at GSHD's election, newly-issued shares of Class A common stock on a one-for-one basis or a cash payment equal to the volume weighted average market price of one share of GSHD's Class A common stock for each LLC Unit redeemed (subject to customary adjustments, including for stock splits, stock dividends and reclassifications) in accordance with the terms of the amended and restated Goosehead Financial, LLC Agreement. Additionally, in the event of a redemption request by a Pre-IPO LLC Member, GSHD may, at its option, effect a direct exchange of cash or Class A common stock for LLC Units in lieu of such a redemption. Shares of Class B common stock will be canceled on a one-for-one basis if GSHD, at the election of a Pre-IPO LLC Member, redeems or exchanges LLC Units of such Pre-IPO LLC Member pursuant to the terms of the amended and restated Goosehead Financial, LLC Agreement. Except for transfers to GSHD pursuant to the amended and restated Goosehead Financial, LLC Agreement or to certain permitted transferees, the Pre-IPO LLC Members are not permitted to sell, transfer or otherwise dispose of any LLC Units or shares of Class B common stock.

During 2019 and 2018, an aggregate of 1.4 million and 261 thousand LLC Units, respectively, were redeemed by the non-controlling interest holders. Pursuant to the GF LLC Agreement, we issued 1.4 million and 261 thousand shares of Class A common stock in connection with these redemptions and received 1.4 million and 261 thousand LLC Interests, increasing our ownership interest in GF LLC. Simultaneously, and in connection with these redemptions, 1.4 million and 261 thousand shares of Class B common stock were surrendered and canceled.

The following table summarizes the ownership interest in GF as of December 31, 2019 (in thousands).

	December 31, 2019		December 31, 2018	
	LLC Units	Ownership %	LLC Units	Ownership %
Number of LLC Units held by GSHD	15,238	42.0%	13,800	38.0%
Number of LLC Units held by non-controlling interest holders	21,055	58.0%	22,486	62.0%
Number of LLC Units outstanding	36,293	100.0%	36,286	100.0%

The weighted average ownership percentages for the applicable reporting periods are used to attribute net income to GSHD and the non-controlling interest holders. The non-controlling interest holders' weighted average ownership percentage for the years ended December 31, 2019 and 2018 was 59.0% and 62.6%, respectively. All net income prior to the Offering is attributed to non-controlling interest holders.

The following table summarizes the effects of changes in ownership in GF on the equity of GSHD for the years ended December 31, 2019 and 2018 is as follows (*in thousands*):

	Year Ended December 31,	
	2019	2018
Net Income (loss) attributable to Goosehead Insurance Inc.	\$ 3,567	\$ (8,903)
Transfers (to) from non-controlling interests:		
Decrease in additional paid-in capital as a result of the redemption of LLC	(1,368)	(194)
Increase in additional paid-in capital as a result of activity under employee stock purchase plan	325	143
Total effect of changes in ownership interest on equity attributable to Goosehead Insurance Inc.	\$ 2,524	\$ (8,954)

14. Equity-based compensation

A summary of equity-based compensation expense during the years ended December 31, 2019, 2018 and 2017 is as follows (*in thousands*):

	Year Ended December 31,		
	2019	2018	2017
Class B unit compensation	\$ —	\$ 26,134	\$ 2,231
Stock options	1,526	949	—
Equity-based compensation expense	<u>\$ 1,526</u>	<u>\$ 27,083</u>	<u>\$ 2,231</u>

Class B unit compensation:

Prior to the Offering, certain Pre-IPO LLC Members held non-vesting and non-voting Class B units. In accordance with accounting guidance, any dividends paid to Class B unit holders are recognized as compensation expense when declared, as the Class B non-vesting units are considered to be a non-substantive class of equity. Dividends paid to Class B unit holders prior to the Offering, included in employee compensation and benefits, totaled \$122 thousand and \$2.2 million for the years ended December 31, 2018 and 2017, respectively.

In connection with the Reorganization Transactions, immediately prior to the Offering, historical Class B interests in TWIHG and GM vested by converting to the Texas Wasatch Note and Goosehead Management Note, respectively, paid with a combination of proceeds from the Offering and shares of Class A common stock. This conversion changed the nature of the Class B interests from a profit sharing arrangement to a substantive class of equity and were expensed under the guidance of ASC 718. At the Offering price of \$10.00 per share, GSHD incurred total compensation expense of \$6.2 million in connection with the conversion, recognized in the second quarter of 2018.

Class B interests in GF were also deemed vested by converting, along with all pre-offering Class A equity, on a one-to-one basis with the number of LLC units previously owned, to both LLC Units and shares of Class B common stock. This conversion changed the nature of the Class B interests from a profit sharing arrangement to a substantive class of equity and were expensed under the guidance of ASC 718. At the initial public offering price of \$10.00 per share, the Company issued a total of 2.0 million LLC Units and shares of Class B common stock and incurred total compensation expense of \$19.8 million as part of the conversion, recognized in the second quarter of 2018.

Stock options:

In connection with the IPO, GSHD granted 1,650 thousand options to directors and certain employees. The stock options were granted with a strike price of \$10.00 per share (the initial public offering price). The 365 thousand director stock options vest quarterly over a three-year period, and the 1,285 thousand employee stock options vest annually from 2020 to 2022. The grant date fair value was determined using the Black-Scholes valuation model using the following assumptions:

Expected volatility	25 %
Expected dividend yield	—
Expected term (in years)	5.95
Risk-free interest rate	2.59 %

GSHD will recognize the total compensation expense of \$5.2 million related to such option grants on a straight-line basis over the requisite service period of the award recipient (three years for directors and four years for certain employees).

In April 2018, GSHD adopted the Omnibus Incentive Plan, which reserved 1.5 million shares of Class A Common Stock for delivery to directors, officers, and managing directors in connection with future awards granted under the plan. GSHD also adopted an Employee Stock Purchase Plan ("ESPP"), which reserved 20 thousand shares of Class A Common Stock for delivery to employees. On March 7, 2019, GSHD's Board of Directors amended the Omnibus Incentive Plan, increasing the number of shares available under the plan to 3.0 million shares. On the same date, GSHD's Board of Directors approved an increase in the total number of shares available under the ESPP to 30 thousand shares. There were 13 thousand and 5 thousand shares outstanding related to the Employee Stock Purchase Plan at December 31, 2019 and 2018.

15. Dividends

On March 7, 2019, GF approved a \$15 million extraordinary dividend to all holders of LLC Units, including GSHD. The board of directors of the Company then declared an extraordinary dividend of \$0.41 (rounded) to all holders of Class A common stock of GSHD with a record date of March 18, 2019, paid on or before April 1, 2019. A summary of the total amounts declared by GF is as follows (*in thousands*):

	LLC Units held as of March 18, 2019:	Dividends declared
Class A common stockholders	14,421	\$ 5,962
Class B common stockholders via LLC Units held	21,864	9,038
Total	36,285	\$ 15,000

Any future extraordinary dividends will be declared at the sole discretion of GF's managing members with respect to GF and the Company's board of directors with respect to GSHD. In determining whether a future extraordinary dividend will be declared by the Company, the board of directors may, at its sole discretion, consider the following: the Company's financial condition and operating results, the Company's available cash and current and anticipated cash needs, the Company's capital requirements, any contractual, legal, tax and regulatory restrictions, general economic and business conditions, and such other factors or conditions as the board of directors deems relevant.

16. Segment information

The Company has two reportable segments: Corporate Channel and Franchise Channel. The Corporate Channel consists of company-owned and financed operations with employees who are hired, trained, and managed by Goosehead. The Franchise Channel network consists of franchisee operations that are owned and managed by individual business owners. These business owners have a contractual relationship with Goosehead to use the Company's processes, systems, and back-office support team to sell insurance and manage their business. In exchange, Goosehead is entitled to an initial franchise fee and ongoing royalty fees. Allocations of contingent commissions and certain operating expenses are based on reasonable assumptions and estimates primarily using revenue, headcount and other information. The Company's chief operating decision maker uses net income before interest, income taxes, depreciation and amortization, adjusted to exclude equity-based compensation and other non-operating items, including, among other things, certain non-cash charges and certain non-recurring or non-operating gains or losses ("Adjusted EBITDA") as a performance measure to manage resources and make decisions about the business. Summarized financial information concerning the Company's reportable segments is shown in the following tables (in thousands). There are no intersegment sales, only interest income and interest expense related to an intersegment line of credit, all of which eliminate in consolidation. The "Other" column

includes any income and expenses not allocated to reportable segments and corporate-related items, including equity-based compensation, certain legal expenses and interest related to the note payable.

	Franchise Channel	Corporate Channel	Other	Total
Year Ended December 31, 2019				
Revenues:				
<u>Commissions and agency fees</u>				
Renewal Commissions	\$ —	\$ 22,924	\$ —	\$ 22,924
Agency Fees	—	6,058	—	6,058
New Business Commissions	—	11,961	—	11,961
Contingent Commissions	3,530	1,893	—	5,423
Total Commissions and Agency Fees	3,530	42,836	—	46,366
<u>Franchise revenue</u>				
Renewal Royalty Fees	19,462	—	—	19,462
New Business Royalty Fees	7,149	—	—	7,149
Initial Franchise Fees	3,784	—	—	3,784
Other Income	108	—	—	108
Total Franchise Revenue	30,503	—	—	30,503
<u>Interest income</u>				
Interest Income	617	—	—	617
Total Interest Income	617	—	—	617
Total	34,650	42,836	—	77,486
Operating expenses:				
Employee compensation and benefits, excluding equity-based compensation	16,673	23,516	—	40,189
General and administrative expenses, excluding state franchise tax	7,392	8,769	2,881	19,042
Bad debts	121	604	—	725
Total	24,186	32,889	2,881	59,956
Adjusted EBITDA	10,464	9,947	(2,881)	17,530
Equity based compensation	—	—	(1,526)	(1,526)
Interest expense	—	—	(2,387)	(2,387)
Depreciation and amortization	(960)	(971)	—	(1,931)
Taxes	—	—	(1,304)	(1,304)
Net income	\$ 9,504	\$ 8,976	\$ (8,098)	\$ 10,382
At December 31, 2019:				
Total Assets	\$ 22,676	\$ 15,127	\$ 26,825	\$ 64,628

	Franchise Channel	Corporate Channel	Other	Total
Year Ended December 31, 2018				
Revenues:				
Commissions and agency fees				
<i>Commissions and agency fees</i>				
Renewal Commissions	—	18,357	—	18,357
Agency Fees	—	5,169	—	5,169
New Business Commissions	—	9,347	—	9,347
Contingent Commissions	2,417	1,414	—	3,831
Total Commissions and Agency Fees	2,417	34,287	—	36,704
<i>Franchise revenue</i>				
Renewal Royalty Fees	12,104	—	—	12,104
New Business Royalty Fees	4,873	—	—	4,873
Initial Franchise Fees	6,045	—	—	6,045
Other Income	—	—	—	—
Total Franchise Revenue	23,022	—	—	23,022
<i>Interest income</i>				
Interest Income	422	—	—	422
Total Interest Income	422	—	—	422
Total	25,861	34,287	—	60,148
Employee compensation and benefits, excluding equity-based compensation	12,511	18,662	—	31,173
General and administrative expenses, excluding state franchise tax ⁽¹⁾	4,326	7,200	1,399	12,925
Bad debts	409	889	—	1,298
Total	17,246	26,751	1,399	45,396
Adjusted EBITDA	8,615	7,536	(1,399)	14,752
Other income (expense, including state franchise tax)	—	(22)	(135)	(157)
Equity based compensation	—	—	(27,083)	(27,083)
Interest expense	—	—	(4,266)	(4,266)
Depreciation and amortization	(519)	(945)	—	(1,464)
Taxes	—	—	(449)	(449)
Net income	<u>\$ 8,096</u>	<u>\$ 6,569</u>	<u>\$ (33,332)</u>	<u>\$ (18,667)</u>
At December 31, 2018:				
Total Assets	\$ 8,572	\$ 6,862	\$ 19,364	\$ 34,798

(1) Excluded from general and administrative expenses is \$135 thousand of state franchise tax that is not calculated based on income.

	Franchise Channel	Corporate Channel	Other	Total
Year Ended December 31, 2017				
Revenues:				
Commissions and agency fees				
<i>Commissions and agency fees</i>				
Renewal Commissions	—	15,162	—	15,162
Agency Fees	—	3,444	—	3,444
New Business Commissions	—	5,765	—	5,765
Contingent Commissions	1,509	1,150	—	2,659
Total Commissions and Agency Fees	1,509	25,521	—	27,030
<i>Franchise revenue</i>				
Renewal Royalty Fees	7,704	—	—	7,704
New Business Royalty Fees	3,364	—	—	3,364
Initial Franchise Fees	4,370	—	—	4,370
Other Income	—	—	—	—
Total Franchise Revenue	15,438	—	—	15,438
<i>Interest income</i>				
Interest Income	243	—	—	243
Total Interest Income	243	—	—	243
Total	17,190	25,521	—	42,711
Employee compensation and benefits, excluding equity-based compensation	8,844	13,469	—	22,313
General and administrative expenses	3,219	5,036	342	8,597
Bad debts	434	649	—	1,083
Total	12,497	19,154	342	31,993
Adjusted EBITDA	4,693	6,367	(342)	10,718
Other income	3,541	—	—	3,541
Equity based compensation	—	—	(2,231)	(2,231)
Interest expense	—	—	(2,474)	(2,474)
Depreciation and amortization	(219)	(657)	—	(876)
Net income	\$ 8,015	\$ 5,710	\$ (5,047)	\$ 8,678
At December 31, 2017:				
Total Assets	\$ 6,945	\$ 7,855	\$ 1,906	\$ 16,706

17. Litigation

From time to time, the Company may be involved in various legal proceedings, lawsuits and claims incidental to the conduct of our business. The amount of any loss from the ultimate outcomes is not probable or reasonably estimable. It is the opinion of management that the resolution of outstanding claims will not have a material adverse effect on the financial position or results of operations of the Company.

18. Subsequent events

Note Payable

On March 6, 2020, the Company refinanced its \$13.0 million revolving credit facility and \$40.0 million term note payable to a \$25.0 million revolving credit facility and \$80.0 million term note payable to finance general corporate

purposes. The Company has the right, subject to approval by the administrative agent and each issuing bank, to increase the commitments under the credit facilities an additional \$50 million.

The \$25.0 million revolving credit facility accrues interest on amounts drawn at an initial interest rate of LIBOR plus 2.50%, then at an interest rate determined by the Company's leverage ratio for the preceding period. At March 6, 2020, the Company had \$5.0 million drawn against the revolver and had a letter of credit of \$333 thousand applied against the maximum borrowing availability. Thus, amounts available to draw totaled \$19.7 million. The revolving credit facility is collateralized by substantially all the Company's assets, which includes rights to future commissions.

The \$80.0 million term note is payable in quarterly installments of \$500 thousand the first twelve months, \$1 million the next twelve months and \$2 million the last twelve months, with a balloon payment on March 6, 2023. The note is collateralized by substantially all of the Company's assets, which includes rights to future commissions. Interest is calculated initially at LIBOR plus 2.50%, then at an interest rate based on the Company's leverage ratio for the preceding period.

The interest rate for each leverage ratio tier are as follows:

Leverage Ratio	Interest Rate
< 1.50x	LIBOR + 175 bps
> 1.50x	LIBOR + 200 bps
> 2.50x	LIBOR + 225 bps
> 3.50x	LIBOR + 250 bps

Maturities of note payable for the next four years are as follows (*in thousands*):

As of March 5, 2020:		Amount
2020	\$	1,500
2021		3,500
2022		7,000
2023		68,000
Total	\$	80,000

The Company's note payable agreement contains certain restrictions and covenants. Under these restrictions, the Company is limited in the amount of debt incurred and distributions payable. In addition, the credit agreement contains certain change of control provisions that, if broken, would trigger a default. Finally, the Company must maintain certain financial ratios. As of March 6, 2020, the Company was in compliance with these covenants.

19. Selected quarterly financial data (unaudited)

The following tables set forth certain unaudited quarterly results of operations for the years ended December 31, 2019 and 2018 (in thousands, except per share data) under ASC 605. The sum of the four quarters may differ from the annual amount due to rounding:

2019 ¹					
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Total revenue	\$ 23,133	\$ 19,386	\$ 21,169	\$ 20,408	
Income from operations	\$ 8,688	\$ 3,873	\$ 3,673	\$ 3,236	
Net income	\$ 7,318	\$ 2,817	\$ 2,763	\$ 2,427	
Earnings per share ⁽²⁾					
Basic	\$ 0.17	\$ 0.06	\$ 0.07	\$ 0.06	
Diluted	\$ 0.16	\$ 0.06	\$ 0.06	\$ 0.05	

2018					
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Total revenue	\$ 14,589	\$ 14,788	\$ 16,054	\$ 14,717	
Income from operations	\$ 4,763	\$ (22,749)	\$ 2,653	\$ 1,403	
Net income	\$ 3,768	\$ (23,875)	\$ 836	\$ 605	
Earnings per share ⁽²⁾⁽³⁾					
Basic	\$ 0.08	\$ (0.68)	\$ 0.02	\$ 0.01	
Diluted	\$ 0.08	\$ (0.68)	\$ 0.02	\$ 0.01	

(1) The quarterly results are shown under ASC 605, as the Company was required to show the impact of the changes in revenue recognition on a full-year basis for 2019.

(2) Basic and diluted earnings per share are computed independently for each of the quarters presented. Therefore, the sum of quarterly basic and diluted earnings per share amounts may not equal annual basic and diluted earnings per share amounts.

(3) Basic and diluted earnings per share for the first quarter of 2018 are shown on a pro-forma basis, as there was no Class A or Class B common stock outstanding as of March 31, 2018.

EXHIBIT F-2

Guarantee of Performance

GUARANTEE OF PERFORMANCE

For value received, Goosehead Financial, LLC, a Delaware limited liability company (the "Guarantor"), located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262, absolutely and unconditionally guarantees to assume the duties and obligations of Goosehead Insurance Agency, LLC, a Texas limited liability company located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued April 3, 2020, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Westlake, Texas,
on the 3rd day of April, 2020.

Guarantor: Goosehead Financial, LLC

By:

Print Name: T. RYAN LANGSTON

Print Title: GENERAL COUNSEL

EXHIBIT G-1

Goosehead Insurance Operations Manual

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EXHIBIT G-2

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (this "Agreement"), dated as of the ____, by and between Goosehead Insurance Agency, a Texas Limited Liability Company with its principal office located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262 ("Goosehead"), and ____, at ____ (both parties hereto collectively referred to as the "Parties" and individually as a "Party").

Recitals:

WHEREAS, Goosehead Insurance Agency and _____ intend to discuss a possible transaction involving the Parties ("Purpose"), and for which Purpose certain confidential and proprietary information may be disclosed between the Parties; and

WHEREAS, a Party may receive ("Recipient") and/or disclose to the other Party ("Disclosing Party") certain technical, non-technical, financial, business and other proprietary and confidential information in relation to their respective businesses and affairs.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Definition. "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, a Party including its subsidiaries and affiliates, and each of their respective directors, officers and employees (collectively, "Recipient's Representatives"), from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, client lists and other client information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party; (iii) becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party; *provided* that such source is not bound by a confidentiality agreement with Disclosing Party or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

2. Scope. This Agreement is intended to cover Confidential Information disclosed by each Party prior to, on and subsequent to the date hereof.

3. Obligations of Recipient. In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in strict confidence and with at least the same degree of care it uses to keep its own proprietary information confidential, but in no event shall it use less than a reasonable degree of care. Recipient shall not, without the prior written consent of Disclosing Party, disclose such information to any person for any reason at any time; *provided, however*, it is understood that Recipient may disclose any of the Confidential Information to those of the Recipient's Representatives who actually need such material for evaluating the proposed relationship for the Purpose on the condition that, prior to such disclosure, such Recipient's Representatives have agreed to be bound by the confidentiality obligations set forth herein or are otherwise bound by a statutory, fiduciary or another enforceable obligation of confidentiality; Recipient may also disclose any of the Confidential Information to the Recipient's agents or representatives who actually need such material for evaluating the proposed relationship for the Purpose on condition that, prior to such disclosure, such Recipient's agents and/or representatives have agreed *in writing* to be bound by the confidentiality obligations set forth herein; and *provided further, however*, that in any event, Recipient shall be fully liable for any breach of this Agreement caused by the disclosure of Confidential Information by such Recipient's Representatives. Notwithstanding anything herein to the contrary, neither Party may disclose the other Party's Confidential Information to any competitor of the other Party, without such other Party's prior written consent. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership, organization, association, entity or individual.

4. Compelled Disclosure. In the event that Recipient or any of Recipient's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient's Representative, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Recipient or such Recipient's Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.

5. Use. Recipient shall not use any Confidential Information for any reason other than as may be necessary for the Purpose. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product. Further, Recipient acknowledges that Recipient is aware (and that Recipient's Representatives have been or will be advised by Recipient) that the United States and other applicable securities laws prohibit any person who has received from an issuer material nonpublic information relating to an issuer of securities from purchasing or selling securities of such issuer or from communicating such

information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

6. Ownership. Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the Purpose, including all copies thereof, are and shall be the sole property of Disclosing Party, and Recipient shall keep the same at all times in its custody and subject to Recipient's control. The Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by the Disclosing Party.

7. Return of Confidential Information. Within thirty (30) business days following the termination of this Agreement or the written request of Disclosing Party, Recipient will deliver to Disclosing Party all documents or other materials furnished by Disclosing Party to Recipient constituting Confidential Information, together with all copies thereof stored in any media in the possession of Recipient. In the event of such request, all other documents or other materials constituting Confidential Information, including any analyses, compilations, or other documents prepared by or on behalf of the Recipient, together with all copies thereof stored in any media in the possession of Recipient, will be destroyed with any such destruction confirmed by Recipient in writing to Disclosing Party.

8. No Warranties. THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS" AND THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS THEREOF.

9. No Obligation. Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the Parties from entering into an agreement with any other person. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

10. Remedies. Recipient acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

11. Termination. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; *provided, however*, that, notwithstanding anything herein to the contrary, each Party's obligations with respect to each item of the other Party's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information.

12. Governing Law; Arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of Texas, without regard to its conflict of law principles. Any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Agreement, or the relationship created by this Agreement, shall be resolved by binding arbitration. The arbitration shall be administered by JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") ("JAMS") and shall be conducted pursuant to the JAMS commercial rules. The arbitration will be administered by the JAMS office at its location nearest to Goosehead's then-current principal place of business (currently, Dallas, Texas), by a single arbitrator selected in accordance with the JAMS rules.

13. Amendments. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.

14. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

15. Waivers. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

16. Entire Agreement; No Assignment; Counterparts. This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

Goosehead Insurance Agency

By:_____

By:_____

Title: ~~Chief Operating Officer~~

Printed Name:_____

EXHIBIT H
STATE ADDENDA AND AMENDMENTS

**ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA**

In recognition of the requirements of California's Franchise Investment Law and the California Franchise Relations Act, the Goosehead Insurance Agency, LLC Franchise Disclosure Document shall be supplemented as follows:

1. California Corporations Code, Section 31125, requires Franchisor to give Franchisee a disclosure document, approved by the Department of Business Oversight, before a solicitation of a proposed material modification of an existing franchise.
2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
3. Item 3 of the Franchise Disclosure Document is modified by adding the following paragraph to the end thereof:

Neither Goosehead Insurance Agency, LLC nor any person listed in Item 2 of this Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

4. Item 17 of the Franchise Disclosure Document is modified by adding the following paragraphs to the end of Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section

1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of the State of Texas. This provision may not be enforceable under California law.

The Franchise Agreement requires Franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of Franchisee's rights under the Franchise Investment Law (California Corporations Code Section 31000–31516). Business and Professions Code Section 20010 voids a waiver of Franchisee's rights under the Franchise Relations Act (Business and Professions Code Sections 20000–20043).

5. We maintain an Internet website at www.goosehead.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.
6. This Addendum shall be effective only to the extent that jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are met independently of and without reference to this Addendum. This Addendum shall have no effect if the jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are not met.

**AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA**

In recognition of the requirements of California's Franchise Investment Law and the California Franchise Relations Act, the Goosehead Insurance Agency, LLC Franchise Agreement shall be supplemented as follows:

1. Section 17.3 of the Franchise Agreement is amended to read as follows:

17.3 Termination with Notice and Opportunity to Cure. Except as otherwise provided in Sections 17.1 and 17.2 of this Agreement, you will have 60 days after your receipt from us of a written notice of default within which to remedy any default under this Agreement and to provide evidence thereof to us. You may avoid termination by immediately initiating a remedy to cure such default and curing it to our satisfaction within the sixty-day period, and by promptly providing proof thereof to us. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement will terminate without further notice to you, effective immediately upon the expiration of the sixty-day period or such longer period as applicable law may require. You will be in default pursuant to this Section 17.3 for failure substantially to comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Manual, or failure to carry out the terms of this Agreement in good faith. Such defaults include, but are not limited to, the following illustrative events:

2. This Amendment shall be effective only to the extent that jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are met independently of and without reference to this Amendment. This Amendment shall have no effect if the jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are not met.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By: _____
Name: P. Ryan Langston
Title: Vice President and General Counsel

By: _____
Name: _____
Title: _____

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois law, the Goosehead Insurance Agency, LLC Franchise Disclosure Document shall be supplemented as follows:

1. The Risk Factors on the Franchise Disclosure Document cover page of this disclosure document are modified to comply with Section 4 of the Illinois Franchise Disclosure Act, which provides that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void.

2. Item 5, "Initial Fees," and Item 7, "Estimated Initial Investment," are amended by the addition of the following language:

Payment of Initial Franchise Fees owed to us will be deferred until we have met our initial obligations to you and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

3. Item 17 of the disclosure document is modified by substituting the following in place of provisions v. and w., in the chart:

<u>PROVISION</u>	<u>SECTION IN FRANCHISE AGREEMENT</u>	<u>SUMMARY</u>
<u>v. Choice of forum</u>	<u>Section 25.5</u>	<u>Litigation may be brought in Illinois.</u>
<u>w. Choice of law</u>	<u>Section 25.1</u>	<u>Except to the extent governed by the Lanham Act, Illinois law (including the Illinois Franchise Disclosure Act) will apply to Illinois franchisees.</u>

and by adding the following paragraph to the end of the chart:

**“THE CONDITIONS UNDER WHICH YOUR FRANCHISE
CAN BE TERMINATED AND YOUR RIGHTS UPON NON-
RENEWAL MAY BE AFFECTED BY ILLINOIS LAW: 815
ILCS 705/19 AND 20.”.**

4. This Addendum is effective only to the extent that the jurisdictional requirements of the Illinois law are met independently of and without reference to this Addendum. This Addendum will have no effect if the jurisdictional requirements of the Illinois law are not met.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois law, the Goosehead Insurance Agency, LLC Franchise Agreement shall be supplemented as follows:

1. Payment of Initial Franchise Fees owed to us will be deferred until we have met our initial obligations to you and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

2. Section 27.1 of the Franchise Agreement is deleted in its entirety and the following Section 27.1 is substituted in lieu thereof:

27.1 This Agreement takes effect when we accept and sign this document. This Agreement will be interpreted and construed exclusively under the laws of the State of Illinois, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Illinois choice-of-law rules); provided, however, that if the covenants in Section 19 of this Agreement would not be enforced as written under Illinois law, then the parties agree that those covenants will instead be interpreted and construed under the laws of the state in which the Franchised Business is located. Nothing in this Section 27.1 is intended by the parties to invoke the application of any franchise, business opportunity, antitrust, implied covenant, unfair competition, fiduciary, and/or other doctrine of law of the State of Illinois (or any other state) that would not otherwise apply without this Section 27.1

3. Section 27.2 of the Franchise Agreement is amended by the addition of the following:

Notwithstanding anything to the contrary contained in this Section 27.2, any claims arising under the Illinois Franchise Disclosure Act may be brought in Illinois.

4. Section 27.7 of the Franchise Agreement is deleted in its entirety and the following Section 27.7 is substituted in lieu thereof:

27.7 Must bring claims within one year. Each party to this agreement agrees that any and all claims and actions arising out of or relating to this agreement, the parties' relationship, and/or your operation of the franchised business, brought by any party hereto against the other, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or

action shall be irrevocably barred; provided, however, that the time limit for filing claims contained in this Section 27.7 shall not apply to claims or actions arising under the Illinois Franchise Disclosure Act.

5. Section 27 is amended by the addition of the following new Section 27.10 which shall be an integral part of the Franchise Agreement:

27.10 Nothing contained in this Agreement shall be deemed to waive any right you may have under the Illinois Franchise Disclosure Act of 1987. If anything in this Agreement is deemed to be contrary to or inconsistent with the Act, the terms of the Act will control.

6. This Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois law are met independently of and without reference to this Amendment. This Amendment shall have no effect if the jurisdictional requirements of the Illinois law are not met.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

<u>By:</u>	<u>By:</u>
<u>Name: P. Ryan Langston</u>	<u>Name:</u>
<u>Title: Vice President and General Counsel</u>	<u>Title:</u>

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of Maryland shall be amended as follows:

1. Item 5, "Initial Fees," and Item 7, "Estimated Initial Investment," are amended by the addition of the following language:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees, deposits and payments owed by franchisees shall be deferred until we complete our pre-opening obligations to you under the Franchise Agreement.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under the U.S. Bankruptcy Code (11 U.S.C. Section 101, et seq.).

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Exhibit I, "Franchisee Compliance Questionnaire," shall be amended by the addition of the following at the end of Exhibit I:

The representations under this Franchisee Compliance Questionnaire are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT

FOR THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.7 of the Agreement, under the heading "Term and Renewal," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

2.2.7 You agree to sign and deliver to us a release, in a form that we will provide (which will be a mutual release with limited exclusions), which will release all claims against us and our affiliates, and our respective officers, directors, members, managers, agents, and employees. If you are an entity, then your affiliates and your direct and indirect owners (and any other parties that we reasonably request) must also sign and deliver that release to us, excluding only such claims as the Franchisee may have under the Maryland Franchise Registration and Disclosure Law;

2. Section 4.1 of the Agreement, under the heading "Initial Franchise Fee," is amended by adding the following language:

The Maryland Securities Commissioner requires us to defer payment of the Initial Franchise Fee and other deposits and initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement and you begin operating the Franchised Business.

3. Section 16.5.1 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

16.5.1 The transferor must have executed a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, successors, and assigns, and their respective officers, directors, members, managers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between you and us, and/or our respective affiliates, and federal, state, and local laws and rules, excluding only such claims as the Franchisee may have under the Maryland Franchise Registration and Disclosure Law;

4. Sections 27.1, 27.2, and 27.7 of the Agreement, under the heading “Applicable and Dispute Resolution,” shall be amended by the addition of the following language:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Section 28 of the Agreement, under the heading “Acknowledgments,” shall be supplemented by the following:

The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By:

Name: P. Ryan Langston

Title: Vice President and General Counsel

By:

Name:

Title:

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.
- (B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.
- (C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.
- (D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

- (E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.
- (F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE*. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.
- (G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:
- 525THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.
- 525THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.
- (iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.
- (iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.
- (H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS

FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN
SUBDIVISION I.

- (I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR
INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS
OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE
FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING
THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE
ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR
ENDORSEMENT BY THE ATTORNEY GENERAL.

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE
UNAUDITED AND SHOW A NET WORTH OF LESS THAN \$100,000.00, THE
FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE
ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE
UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS,
EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE
FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A
SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE
AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF
COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY,
P.O. BOX 30222, LANSING, MICHIGAN 48910.

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
525 WEST LANSING
LANSING, MICHIGAN 48913

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU
AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE
ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH
(F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE
ARBITRATION PROVISIONS.

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of Minnesota shall be amended to include the following:

1. Item 13 is amended by the addition of the following language:

The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suite or demand regarding the use of the name.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues.

3. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the disclosure document.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.7 of the Agreement, under the heading "Term and Renewal," shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in its place:

2.2.7 You agree to sign and deliver to us a release, in a form that we will provide (which will be a mutual release with limited exclusions), which will release all claims against us and our affiliates, and our respective officers, directors, members, managers, agents, and employees. If you are an entity, then your affiliates and your direct and indirect owners (and any other parties that we reasonably request) must also sign and deliver that release to us, excluding only such claims as Franchisee may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

2. Section 2 of the Agreement, under the heading "Term and Renewal," shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of the Franchise Agreement.

3. Section 9 of the Agreement, under the heading "Proprietary Marks," shall be amended by the addition of the following paragraph:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), Franchisor is required to protect any rights Franchise may have to Franchisor's Marks.

4. Section 16.5.1 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in its place:

16.5.1 The transferor must have executed a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, successors, and assigns, and their respective officers, directors, members, managers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between you and us, and/or our respective affiliates, and federal, state, and local laws and

rules, excluding only such claims as Franchisee may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

5. Section 16 of the Agreement, under the heading “Transfer of Interest,” shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

6. Section 17 of the Agreement, under the heading “Default and Termination” shall be amended by the addition of the following paragraph:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

7. Sections 18.8 of the Agreement, under the heading “Obligations Upon Termination or Expiration,” shall be deleted in its entirety and shall have no force or effect; and the following paragraph shall be substituted in its place:

18.8 Pay Damages. You agree to pay us all damages, costs, and expenses (including without limitation reasonable attorneys’ fees, court costs, discovery costs, and all other related expenses) that we incur as a result of your default under this Agreement and/or subsequent to the termination or expiration of this Agreement in seeking injunctive or other relief for the enforcement of any provisions of this Section 18, which will be in addition to amounts due to us under Section 18.11 below.

8. Sections 27.5 and 27.9 of the Agreement, under the heading “Applicable Law and Dispute Resolution,” shall be deleted in their entirety and shall have no force or effect; and the following paragraphs shall be substituted in its place:

27.5 Injunctions. Nothing contained in this Agreement will bar our right to seek injunctive relief in a court of competent jurisdiction against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

27.9 Payment of Legal Fees. You agree to pay us all damages, costs and expenses (including without limitation reasonable attorneys’ fees, court costs, discovery costs, and all other related expenses) that we incur after the termination or expiration of the franchise granted under this Agreement in: (a) seeking injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Sections 9 and 17 above); and/or (b) successfully defending a claim from you that we misrepresented the terms of this Agreement, fraudulently induced you to sign this Agreement, that the provisions of this Agreement are not fair, were not

properly entered into, and/or that the terms of this Agreement (as it may be amended by its terms) do not exclusively govern the parties' relationship.

9. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution", shall be amended by the following paragraph, which shall be considered an integral part of the Agreement:

27.10 Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

10. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Amendment.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By: _____

By: _____

Name: P. Ryan Langston

Name: _____

Title: Vice President and General Counsel

Title: _____

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.6 of the Agreement, under the heading "Term and Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

2.2.6 You must execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our and our affiliates' respective officers, directors, securities holders, agents, and employees, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 13.3.3 of the Agreement, under the heading "Transfer of Interest," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

13.3.3 That the transferor must execute a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, and our respective officers, directors, shareholders, member, agents, and employees, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 25.6 of the Agreement, under the heading "Applicable Law; Dispute Resolution," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

25.6 Nothing contained in this Agreement shall bar our right to seek injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

4. Section 25 of the Agreement, under the heading “Applicable Law; Dispute Resolution,” shall be amended by the addition of the following language:

Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By:

Name: P. Ryan Langston

Title: Vice President and General Counsel

By:

Name:

Title:

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC shall be amended by the addition of the following language:

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement shall be amended by the addition of the following Section 29:

29. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the Franchisee's business.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By:

Name: P. Ryan Langston

Title: Vice President and General Counsel

By:

Name:

Title:

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. This addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the disclosure document.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution," shall be amended by the addition of the following paragraph:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By:

Name: P. Ryan Langston

Title: Vice President and General Counsel

By:

Name:

Title:

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the Franchise Disclosure Document for Goosehead Insurance Agency, LLC for use in the State of South Dakota shall be amended to include the following:

1. Item 5, "Initial Fees," and Item 7, "Estimated Initial Investment," are amended by the addition of the following language:

Payment of Initial Franchise Fees owed to us will be deferred until we have met our initial obligations to you and you have commenced doing business. This financial assurance requirement was imposed by the South Dakota Securities Regulation Office due to our financial condition.

This addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Codified Laws, §37-5B-5, are met independently without reference to this addendum to the disclosure document.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Agreement, under the heading "Initial Franchise Fee," is amended by adding the following language:

Payment of Initial Franchise Fees owed to us will be deferred until we have met our initial obligations to you and you have commenced doing business. This financial assurance requirement was imposed by the South Dakota Securities Regulation Office due to our financial condition.

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Codified Laws, §37-5B-5, are met independently without reference to this amendment.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By:

By:

Name: P. Ryan Langston

Name:

Title: Vice President and General Counsel

Title:

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document of Goosehead Insurance Agency, LLC is amended as follows:

1. Item 5, "Initial Fees," and Item 7, "Estimated Initial Investment," are amended by the addition of the following language:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Item 17 of the disclosure document is hereby modified by adding the following paragraphs to the end of provision entitled "h. 'Cause' defined – non-curable defaults":

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute 'reasonable cause,' as that term may be defined in the Virginia Retail Franchise Act or the laws of Virginia, that provision may not be enforceable.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements contained in Section 13.1-564 of the Virginia Retail Franchising Act, the parties to the attached Goosehead Insurance Agency, LLC Franchise Agreement (“Agreement”) agree as follows:

1. Section 4.1 of the Agreement, under the heading, “Initial Franchise Fee,” shall be amended by the addition of the following language:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By:

Name: P. Ryan Langston

Title: Vice President and General Counsel

By:

Name:

Title:

ADDENDUM TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

This Addendum relates to franchises sold in the State of Washington and is intended to comply with Washington statutes and regulations.

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

In the event of a conflict of laws between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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AMENDMENT TO GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Franchise Agreement, Goosehead Insurance Agency, LLC and Franchisee agree to amend the Franchise Agreement as follows:

1. Washington Modifications.

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with Goosehead Insurance Agency, LLC, including in the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Franchise Agreement in your relationship with Goosehead Insurance Agency, including in the areas of termination and renewal of your franchise.

C. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

D. A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a trial by jury, may not be enforceable.

E. Transfer fees are collectible to the extent that they reflect Goosehead Insurance Agency, LLC's reasonable estimated or actual costs in effecting a transfer.

F. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that

will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

G. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed

GOOSEHEAD INSURANCE AGENCY, LLC

FRANCHISEE

By:

Name: P. Ryan Langston

Title: Vice President and General Counsel

By:

Name:

Title:

EXHIBIT I

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you know, you and we are preparing to enter into a Franchise Agreement for the operation of a Goosehead Insurance franchise (a “**Franchise**”). The purpose of this Franchise Compliance Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each to each.

1. The following date and information is true and correct:

_____, ~~201~~20

Initials _____

The date when I received a fully completed copy (other than signatures) of the Franchise Agreement, and Addenda (if any), and all other related documents I later signed.

2. Have you received and personally reviewed the Franchise Agreement, and each Addendum and related agreement attached to it?

Yes _____ No _____

3. Do you understand all of the information contained in the Agreements and each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Agreements, Addenda, and/or related agreement do you not understand? (Attach additional pages, as needed.)

4. Have you received and personally reviewed the FDD that was provided to you?

Yes _____ No _____

5. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

6. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If No, what parts of the FDD and/or Addenda do you not understand? (Attach additional pages, as needed.)

7. Have you discussed the benefits and risks of establishing and operating a Franchise with an attorney, accountant, or other professional advisor?

Yes _____ No _____

Have you had the FDD and Agreements reviewed by an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No to either question, do you wish to have more time to do so?

Yes _____ No _____

8. Do you understand that the success or failure of your Franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

9. Do you understand that no agreement or addendum is effective until it is also signed and dated by the Franchisor?

Yes _____ No _____

10. Do you understand that there are no promises, representations (other than in the FDD) agreements, "side deals," or other arrangements, written or oral, that are not in the Agreements, addenda, and other agreements attached to the FDD?

Yes _____ No _____

11. If you have answered “No” to any one of questions 8-10, please provide a full explanation of each No answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered “Yes” to each of questions 8-10, please leave the following lines blank.

12. Has any employee or other person speaking for the Franchisor made any statement or promise concerning the revenues, profits or operating costs of a Franchise operated by the Franchisor or its franchisees, that is contrary to the information contained in the FDD?

Yes _____ No _____

13. Has anyone speaking on the Franchisor’s behalf made any statement or promise regarding the amount of money you may earn in operating the Franchise that is contrary to the information contained in the FDD?

Yes _____ No _____

14. Has anyone speaking on the Franchisor’s behalf made any statement or promise concerning the total amount of revenue the Franchise will generate, that is contrary to the information contained in the FDD?

Yes _____ No _____

15. Has anyone speaking on the Franchisor’s behalf made any statement or promise regarding the costs you may incur in operating the Franchise that is contrary to or different from, the information contained in the FDD?

Yes _____ No _____

16. Has anyone speaking on the Franchisor’s behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchise?

Yes _____ No _____

17. Has anyone speaking on the Franchisor’s behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will provide to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

18. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

19. Have you paid any money to the Franchisor concerning the purchase of this Franchise before today?

Yes _____ No _____

20. If you have answered "Yes" to any one of questions 12-19, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "No" to each of questions 12-19, please leave the following lines blank.

21. Do you understand that all disputes and claims you may have under the Agreements, Personal Guaranty, and any other agreement with the Franchisor must be ~~resolved by arbitration~~ heard in the courts of Texas?

Yes _____ No _____

22. Do you understand that the Agreements and the Personal Guaranty provide that you can only collect compensatory damages on any claim under or related to the Agreements and not any consequential or punitive damages?

Yes _____ No _____

23. Do you understand that the Agreements and the Personal Guaranty include a waiver of jury trials?

Yes _____ No _____

24. I have spoken with current and former *Goosehead* franchisees, and I chose which franchisees, and how many franchisees, to speak with.

Yes _____ No _____

25. During my negotiations and evaluations leading up to my decision to buy a *Goosehead* Franchise, I communicated with the following individuals from Goosehead Insurance Agency, LLC or its affiliates, or independent brokers:

<u>Name</u>	<u>Address</u>
1.	_____
2.	_____
3.	_____
4.	_____

[Insert additional names and addresses below if needed]

Your responses to these questions are important to us and we will rely on them.

By signing this Questionnaire, you are representing to us that you have responded honestly, accurately, and completely to each of the above questions.

FRANCHISE APPLICANT

Signed

Printed Name

_____, ~~2019~~2020
Date

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
<u>California</u>	<u>Pending</u>
<u>Illinois</u>	<u>Pending</u>
<u>Indiana</u>	<u>Pending</u>
<u>Maryland</u>	<u>Pending</u>
<u>Michigan</u>	<u>Pending</u>
<u>Minnesota</u>	<u>Pending</u>
<u>New York</u>	<u>Pending</u>
<u>North Dakota</u>	<u>Pending</u>
<u>Rhode Island</u>	<u>Pending</u>
<u>South Dakota</u>	<u>Pending</u>
<u>Virginia</u>	<u>Pending</u>
<u>Washington</u>	<u>Pending</u>
<u>Wisconsin</u>	<u>Pending</u>

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Goosehead Insurance Agency, LLC ("GIA") offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Iowa requirements at the earlier of the first personal meeting, or 14 days before signing the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If GIA does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit C.

The franchisor is GIA, located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone (214) 838-5202.

The name, principal business address and telephone number of each franchise seller* offering the franchise is:

Mark E. Jones	☐	Michael C. Colby	☐	_____	☐	_____	☐
Goosehead Insurance Agency, LLC		Goosehead Insurance Agency, LLC		Goosehead Insurance Agency, LLC		Goosehead Insurance Agency, LLC	
1500 Solana Blvd.		1500 Solana Blvd.		1500 Solana Blvd.		1500 Solana Blvd.	
Suite 4500		Suite 4500		Suite 4500		Suite 4500	
Westlake, TX 76262		Westlake, TX 76262		Westlake, TX 76262		Westlake, TX 76262	
(214) 838-5200		(214) 838-5202		[_____ phone #]		[_____ phone #]	

* The principal franchise seller for this transaction is indicated by checking the box next to the individual's name.

Issuance date: April ~~2, 2019~~ 3, 2020.

"GIA" authorizes the agents listed in Exhibit D to receive service of process for us.

I have received a Franchise Disclosure Document dated April ~~2, 2019~~ 3, 2020, and with effective dates of state registration as listed on the State Effective Dates Page. This Disclosure Document included the following exhibits:

A	Franchise Agreement	F-1	Financial Statements
B	Release	F-2	Guarantee of Performance
C	List Of State Administrators	G-1	Table Of Contents Of Manual
D	Agents For Service Of Process	G-2	Mutual Non-Disclosure Agreement
E-1	List Of Current Franchisees	H	State Addenda And Amendments
E-2	List Of Former Franchisees	I	Franchise Compliance Questionnaire

Date Received

Prospective Franchisee

Name (Please print)

Address

PROSPECTIVE FRANCHISEE'S COPY:

Please sign this copy of the receipt, date your signature and keep it for your records.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Goosehead Insurance Agency, LLC ("GIA") offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Iowa requirements at the earlier of the first personal meeting, or 14 days before signing the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If GIA does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit C.

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Goosehead Insurance Agency, LLC		Goosehead Insurance Agency, LLC		Goosehead Insurance Agency, LLC	Goosehead Insurance Agency, LLC
1500 Solana Blvd.		1500 Solana Blvd.		1500 Solana Blvd.	1500 Solana Blvd.
Suite 4500		Suite 4500		Suite 4500	Suite 4500
Westlake, TX 76262		Westlake, TX 76262		Westlake, TX 76262	Westlake, TX 76262
(214) 838-5500		(214) 838-5500		[_____ phone #]	[_____ phone #]

* The principal franchise seller for this transaction is indicated by checking the box next to the individual's name.

Issuance date: April ~~2, 2019~~ 3, 2020.

"GIA" authorizes the agents listed in Exhibit D to receive service of process for us.

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E-1	List Of Current Franchisees	H	State Addenda And Amendments
E-2	List Of Former Franchisees	I	Franchise Compliance Questionnaire

Date Received

Prospective Franchisee

Name (Please print)

Address

Goosehead Copy: Please sign and date this copy of the receipt on the day you receive this disclosure document, and return that signed and dated copy to us