FRANCHISE DISCLOSURE DOCUMENT

GOOSEHEAD INSURANCE AGENCY, LLC
a Delaware limited liability company
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Westlake, TX 76262
(214) 838-5500
mailbox@goosehead.com
www.goosehead.com

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 $40,000 and $118,500, which includes $27,000 - $65,000 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, Texas 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 6, 2022

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:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	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.
How much will I need to invest?	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.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Goosehead Insurance business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Goosehead Insurance franchisee?	Item 20 or Exhibit E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	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.

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 franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

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(s) be highlighted:

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.

Financial Condition. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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 the consolidated financial statements of GSHD and subsidiaries 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 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; Coppell, Texas; Fort Worth, Texas; Houston, Texas; The Woodlands, Texas; Austin, Texas; San Antonio, Texas; Englewood, Colorado; Rosemont, Illinois; Henderson, Nevada; Charlotte, North Carolina; and Columbus, Ohio. TWG has never offered franchises in any line of business.

The Franchises We Offer

We offer a franchise program to operate a business under the name "Goosehead Insurance" offering various insurance products to clients from a variety of insurance carriers (a "**Goosehead Business**"). Goosehead Businesses are generally identified by the trademarks and service marks identified in Item 13 (the **"Proprietary Marks"**). Goosehead Businesses operate 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 a Goosehead Business 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 be approved to offer life insurance and commercial insurance through the Goosehead Business you will operate (the "**Franchised Business**"). All insurance offered by the Goosehead Businesses must be through approved carriers with which we have appointments. Goosehead Businesses may not offer any insurance products through excess and surplus lines carriers unless we are appointed with those 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 Goosehead 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 Disclosure Document is the robust back-office services we provide to each Goosehead 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.

Applicable Regulations

The Franchised 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. Mr. Jones 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. Ms. Jones 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. Mr. Colby joined TWG, in Westlake, Texas, in May 2006 as Controller, was promoted to Chief Financial Officer in July 2010, and has served 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. Prior to joining us, from October 2009 to October 2012, Mr. Colby worked in Transaction Services for Ernst & Young LLP in Dallas, Texas.

Chief Marketing Officer: Ann Challis

Ms. Challis joined Goosehead as our Chief Marketing Officer in January 2021. Prior to joining us, Ms. Challis spent 4 years at Elevate Credit as the Head of Marketing; Senior Vice President, from July 2019 to January 2021, and Vice President from February 2017 to July 2019. Prior to Elevate, from

April 2016 to February 2017, Ms. Challis served as the Vice President, Head of Marketing at Credible, a fintech marketplace.

Chief Information Officer: Drew Burks

Mr. Burks has been our Chief Information Officer since 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 our Director of Risk Management. Mr. Burks also served as the Director of Risk Management of TWG in Westlake, Texas from October 2006 to January 2016 and has been serving as TWG's CIO since January 2018.

Vice President and General Counsel: Patrick Ryan Langston

Mr. Langston joined Goosehead as our Vice President and General Counsel in December 2014. Mr. Langston has also served 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 is our Vice President of Service Delivery and has been 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 of Corporate and Franchise Sales and has been a Vice President of TWG since January 2018. She was our Director of Franchise Sales from November 2011 to January 2018.

Managing Direct of Franchise Sales: Jordan Johnson

Ms. Johnson has been our Managing Director of Franchise Sales since January 2018. Ms. Johnson joined us in July 2012 as the first Franchise Sales Territory Manager and served in that capacity until January 2015 when she became Franchise Sales Regional Manager.

Managing Director of Product: Lauren Menuey

Ms. Menuey has been our Managing Director of Product since January 2018. She was our Product and Training Manager from May 2014 to January 2018. Before joining us, Ms. Menuey held the position of Senior Territory Sales Manager for Progressive Insurance in Fort Worth, Texas from March 2009 to May 2014.

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.

Managing Director of Training: Ted Olsen

Mr. Olsen has been our Managing Director of Training since January 2020. Mr. Olsen joined us in July 2005 as an Account Executive and served in that capacity until January 2008 when he became Director of Corporate Sales in Westlake, Texas.

Managing Director of Agent Support: Matthew Hunt

Mr. Hunt has been our Managing Director of Agent Support since February 2021. Mr. Hunt joined us in June 2010 as an Account Executive and served in that capacity until January 2020 when he became Managing Director of Corporate Sales in Houston, Texas.

ITEM 3
LITIGATION

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. ("Williams Insurance") is a former franchisee of ours. On August 20, 2019, we notified Williams Insurance 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, which was later dismissed. Goosehead also filed its own complaint in the United States District Court Northern District of Texas on the same day (captioned Goosehead Insurance Agency, LLC v. Williams Insurance and Consulting, Inc. et al. (Case No. 4:19-cv-01040-O)). On December 17, 2020, the parties entered into a settlement agreement pursuant to which each party dismissed its claims against the other and we agreed to purchase the Williams Insurance book of business.

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.

Other than the two 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 in which the Franchised Business is located.

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 in full prior to beginning the initial training program in which case you will receive a $20,000 discount. Second, you may elect to pay $10,000 prior to beginning the initial training program and 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 E (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 in full prior to beginning the initial training program in which case you will receive a $15,000 discount. Second, you may elect to pay $10,000 prior to beginning the initial training program and 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 begins 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, Cyber Risk 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 Property Insurance. We reserve the right to require you to procure such policies from providers we designate as part of a System-wide insurance program we implement. If we do not designate such providers, such policy or policies must be written by an insurance company or companies we have approved. 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 $2,000 to $5,000, 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 Approved Insurance Products in their initial term and 50% of Gross Revenues on Approved Insurance Products in their renewal terms, subject to the Minimum Royalty	See Note 1	See Note 1
Marketing Contribution	Up to 2% of Gross Revenues	Same as Royalty Fee, on demand	See Note 2
Transfer Fee	$5,000 to $40,000	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	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 (See Note 6)
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	$480 for the first user and $340 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
External Book Roll Fee	3% of total written premium or $5,000, whichever is less	At time of book roll	See Note 14
Desk Lease Rent	$500 per individual per month	Monthly, as incurred	See Note 15

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 from Approved Carriers. We will receive all Premiums, Policy Fees and Agency Fees 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 first day of the first month that you, your Agency Principal, your Manager, or any of your employees begin(s) the initial training program prior to opening the 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 selling new Approved Insurance Products through Approved Carriers pursuant to the Manual.
>
> "**Commission**" means the fees paid to us, by Approved Carriers as a percentage of the Premiums received from the sale or renewal of Approved Insurance Products generated by the Franchised Business.

"**Gross Revenues**" means the amount of Commissions and Agency Fees received, net of reversals of Commissions for insurance policy cancellations or changes, and net of Agency Fee refunds, for the sale of Approved Insurance Products by the Franchised Business; Gross Revenues will not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any Approved Carriers.

"**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

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

"**Premiums**" means fees owed to the Approved Carriers for Approved Insurance Products.

"**Policy Fees**" means fees owed to the Approved Carriers for the sale of Approved Insurance Products.

The "**Royalty Fee**" will be the following amounts: (a) the greater of (i) 20% of Gross Revenues on Approved Insurance Products in their initial term, or (ii) the Minimum Royalty; and (b) 50% of Gross Revenues on Approved Insurance Products in their renewal terms and Approved Insurance Products written for existing clients 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 the Franchise 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 Approved Carriers will send a commission report and Commissions earned by you, to us. On or before the last day of each month, unless the Franchise Agreement has been terminated for any reason, we will pay to you the Net Revenues for all Approved Insurance Products identified in a commission detail report that we receive from the Approved Carriers. 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 Approved 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 an Approved Carrier does not provide us with a commission detail report (and the applicable Commission) by the 20th day of the month, or if an Approved Insurance Product is not identified in the commission detail report we receive, you will not receive the Net Revenues for those Approved Insurance Products until the Approved 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 Approved Insurance Product for which you fail to observe the risk management procedures we prescribe in the Manual, including that you obtain a signed application from the client 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 Approved 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 (but not more than the maximum rate permitted by law, if any such maximum rate applies). 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:

- A System-wide marketing and promotional fund (the "**Brand Fund**"); and/or
- 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 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 $5,000 if the transfer is to another franchisee currently operating within the System with an Agency Principal or 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 is $40,000 if the transferred Franchised Business is to be operated in Texas, Oklahoma, or Louisiana, or $25,000 if the transferred Franchised Business is to be operated outside of Texas, Oklahoma, or Louisiana. This fee is necessary to reimburse us for our reasonable costs and expenses associated with, but not limited to, 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) if we determine, in our sole discretion, that the transfer is 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 (but not more than the maximum rate permitted by law, if any such maximum rate applies) 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 (but not more than the maximum rate permitted by law, if any such maximum rate applies).

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, broker, or supplier, then you must first submit a written request to us asking for our written approval. We have the right to require that our representatives be permitted to inspect and vet the proposed new insurance product, carrier, broker, supplier or service. You (or the carrier, broker, 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 for more information.

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, your Agency Principal, or your Manager cease active management or employment at the Franchised Business, then you must enroll a qualified replacement in our initial training program within 30 days. We may also require that your Agency 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, Cyber Risk 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 Property Insurance. 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 $480 for the first user and $340 for each additional user, to use the "Salesforce.com" customized software, Goosehead's proprietary comparative rater, 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 approval. Any proposed relocation will be subject to our review and approval of the proposed new location 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. If you desire to purchase a group of insurance policies from a third party or insurance carrier ("**Book of Business**"), you will be required to pay us a fee as a condition of transfer. This fee is necessary to reimburse us for our reasonable costs and expenses associated with, but not limited to, reviewing the proposed book purchase, including legal and accounting fees, and training. This fee will be an amount equal to 3% of the total written premium of the Book of Business, or $5,000, whichever is less.

15. If you wish to operate the Franchised Business from a location owned or leased by us or our affiliates, and we agree to allow you to do so, you will enter into our desk lease agreement attached to this Disclosure Document as Exhibit A-1 (the "**Desk Lease Agreement**"). You will receive access to certain furniture and equipment under the Desk Lease Agreement, including a desk, chair, headset, and computer equipment. Please see Item 10 for more information on the Desk Lease Agreement.

16. 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	Before attending training	Us
Lease, Improvements, Furniture, Fixtures, Utilities (Note 2)	$0	$6,000	As arranged	Before opening	Landlord, Vendors, Utility Providers
Rent (Note 3)	$0	$4,000	As arranged	As arranged	Landlord
Signage and Media (Note 4)	$0	$2,500	As arranged	Before opening	Us, Vendors

Expenditure Type	Amount-Low	Amount-High	Method of Payment	When Due	To Whom Payment is to be made
Office Equipment and Startup Supplies (Note 5)	$5,000	$8,000	As arranged	Before opening, 1st 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	**$40,000**	**$118,500**			

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 information.

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. If we have approved you to operate the Franchised Business from a residential location, then we expect these costs to be as low as $0.

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. The Franchised

Business may be operated from your Agency Principal's primary residence (subject to our approval) for a period of up to 12 months after the Franchised Business opens. In that case, we expect the cost of rent to be $0. You may also request to operate the Franchised Business at a location owned or leased by us or our affiliates, and if you are approved to do so will enter into the Desk Lease Agreement. Rent under the Desk Lease Agreement is $500 per month for each individual with independent access to the location and equipment.

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 provided. 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. If you operate the Franchised Business from a residential location, then you will not be required to purchase signage.

5. Your equipment and startup supplies include a computer and certain general office or business software. Your computer must meet our current software specifications and have a secure, continuous connection to the Internet. We will make our software specifications available to you upon request. 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 $480 for the first user and $340 for each additional user, to use the "Salesforce.com" customized software, the proprietary 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 the Franchised Business opens, or after the 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), 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), and Cyber Risk Insurance (a/k/a data theft and cybersecurity) with limits of liability not less than $1,000,000.

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; and Property 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 Agency Principal, 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 employees') 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 Approved Carriers

You may only offer for sale insurance products and services that conform to our specifications and quality standards (**"Approved Insurance Products"**) and only through 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 and/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. The Approved Carriers will set the premium price for each Approved Insurance Product, and we will set the amount of Agency Fees that may be charged. 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. We may, at our sole discretion, revoke your appointment with an Approved Carrier if you are in default under the terms of your Franchise Agreement or any other contract between you (and/or your affiliates) and us (and/or our affiliates).

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 sell any insurance products or services from an unapproved insurance carrier or broker or any unapproved insurance products or services from an Approved Carrier, then you must first submit to us a written request asking for our approval to do so. You may not sell insurance products or services from an unapproved insurance carrier or broker or from any 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 fee (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 may also require that the proposed new insurance carrier or broker comply with certain other requirements that we deem appropriate. We reserve the right 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 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 available to you. 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.

If you desire to purchase a group of insurance policies from a third party or insurance carrier ("**Book of Business**"), then you must first submit to us a written request asking for our approval to do so. You may not purchase a Book of Business from any such third party or insurance carrier until we have reviewed and, if we think it is appropriate, approved in writing the proposed book purchase. We will consider various factors in determining whether we will approve any transfer of a Book of Business from a third party or insurance carrier into the System ("**External Book Roll**"), including but not limited to whether the policies in the Book of Business are with an Approved Carrier as well as applicable loss ratios. We are not required to approve any particular External Book Roll and any approval is at our sole discretion.

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, Gary Delavan, Megan Bailey, 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 limits

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, use or offer for sale 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"**). 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. Additionally, 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 Service, you must first 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 fee (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 twelve weeks after receipt of the request and the accompanying information. We may also require that the proposed new supplier, manufacturer, or broker comply with certain other requirements that we may deem appropriate. We reserve the right to periodically re-inspect or re-analyze any Approved Products and Services or Approved Suppliers, and to revoke our approval if the non-insurance product or service or the supplier, manufacturer and broker does not continue to meet our then-current criteria or standards. We do not generally make our criteria for approval of non-insurance products or services or suppliers, manufacturers, or brokers available to you, but we may elect to do so if you ask. We have the right to appoint only one supplier for a particular Approved Product and Service, which may be us or one of our affiliates. We may revoke our approval of a non-

insurance 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 non-insurance 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 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.	Location selection and acquisition/lease	§§ 1.2 and 5 of Franchise Agreement; §§1.01 and 2.04 of Desk Lease Agreement	11
b.	Pre-opening purchases	§5 of Franchise Agreement	5, 7, and 8
c.	Location development and other pre-opening requirements	§§ 3.2, 5.3, and 5.4 of Franchise Agreement	11
d.	Initial and ongoing training	§§ 3.1 and 6 of Franchise Agreement	11
e.	Opening	§§ 3.3, 3.7, 5.1, 5.6 and 8.2 of Franchise Agreement	11

	Obligation	Section in agreement	Disclosure Document Item
f.	Fees	§§ 4, 7.6.3, 13.1 and 16.5.9 of Franchise Agreement; §1.03 and Exhibit A of Desk Lease Agreement	5, 6, and 7
g.	Compliance with standards and policies/operating manual	§§ 1.4, 3.4, 5, 7, 8.4, and 10 of Franchise Agreement	8, 11, and 14
h.	Trademarks and proprietary information	§§ 1.1 and 9 of Franchise Agreement	13 and 14
i.	Restrictions on products/services offered	§§ 7 and 8.4.1 of Franchise Agreement	5, 8, and 16
j.	Warranty and customer service requirements	§ 1.06 of Desk Lease Agreement	Not applicable
k.	Territorial development and sales quotas	§ 1.3 of Franchise Agreement	12
l.	Ongoing product/service purchases	§ 7 of Franchise Agreement	8
m.	Maintenance, appearance, and remodeling requirements	§§ 5 and 8.8 of Franchise Agreement	8
n.	Insurance	§15 of Franchise Agreement	6, 7, and 8
o.	Advertising	§§ 3.5, 3.6 and 13 of Franchise Agreement	6 and 11
p.	Indemnification	§ 21.4 and Ex. A of Franchise Agreement; Article IV of Desk Lease Agreement	Not applicable
q.	Owner's participation/management/ staffing	§§6.1 and 8.3 of Franchise Agreement	15
r.	Records and reports	§§ 4.3, 12 and 15.8 of Franchise Agreement	6
s.	Inspection and audits	§§ 3.7, 8.11 and 12 of Franchise Agreement	6 and 11
t.	Transfer	§§8.10 and 16 of Franchise Agreement; §6.08 of Desk Lease Agreement	17
u.	Renewal	§ 2.2 of Franchise Agreement; §1.02 of Desk Lease Agreement	17
v.	Post-termination obligations	§§ 11.1.1, 12.1.2, 18,19, and 21.4 of Franchise Agreement	17
w.	Non-competition covenants	§ 19 of Franchise Agreement	17
x.	Dispute resolution	§ 27 of Franchise Agreement; §§ 6.12 – 6.18 of Desk Lease Agreement	17
y.	Taxes/permits	§§ 5.4, 5.5 and 20 of Franchise Agreement	1
z.	Other: Guarantee of franchisee obligations	§ 6.1.1, Ex. A and Ex. E of Franchise Agreement	15

ITEM 10
FINANCING

Promissory Note

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 the Franchised Business is to be located in Texas, Louisiana or Oklahoma as explained in Item 5. The form of Promissory Note is attached to the Franchise Agreement as Exhibit E.

The Promissory Note contains the following terms:

Promissory Note					
Interest Rate	Annual Percentage Rate (APR)	Term	Closing Costs	Documen-tation 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 1.5% 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 Promissory 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.

Desk Lease Agreement

As described in Item 6, if you request to operate the Franchised Business from a location owned or leased by us or our affiliates, and we approve you to do so, you will enter into our Desk Lease Agreement, a copy of which is attached to this Disclosure Document as Exhibit A-1. Under the Desk Lease Agreement, you will have access to certain furniture and equipment and space needed to operate the Franchised Business. The furniture and equipment that you will have access to under the Desk Lease Agreement currently includes a desk, chair, headset, computer monitors, keyboard and mouse. You are not permitted to move any furniture or equipment away from the location authorized under the Desk Lease Agreement without our prior written consent.

The initial term of the Desk Lease Agreement is six months, after which the term will continue on a month-to-month basis. The "rent" due under the Desk Lease Agreement is $500 for each individual receiving independent access to furniture and equipment under the Desk Lease Agreement. If we do not receive any payment due under the Desk Lease Agreement as and when due, then in addition to the overdue amount you must pay us interest at the rate of 18% per annum (but not more than the maximum rate permitted by law, if any such maximum rate applies) until paid.

We can assign the Desk Lease Agreement to a third party upon written notice to you, but it is not our intent to sell or assign the Desk Lease Agreement. You waive any rights to a jury trial, punitive damages and class actions with respect to any litigation regarding the Desk Lease Agreement, subject to applicable state law. Otherwise, the Desk Lease Agreement does not require you to waive defenses or other legal rights.

* * *

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 the 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 Agency 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, your Agency Principal, 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 the 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 the 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) Before the last day of each month, we will provide you with a detailed report of Commissions and Agency Fees received on your behalf for insurance policies and/or services sold in the preceding calendar months. In order to provide you with this report, we must receive a commission detail report from Approved Carriers and Approved Suppliers by the 20th day of the month, for policies or services you sold during the preceding month. The report will only include Commissions and Agency Fees related to insurance policies or services 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 client 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.

Location Selection

At least 60 days before you begin the initial training program, you must acquire or lease/sublease, at your own expense, real estate that is properly zoned for the use of the Franchised Business that is located within the state that we have approved in writing (the "**Approved State**"). The location you select within the Approved State will become the Approved Location after we have given you our written approval for that location and you have obtained the right to occupy the premises, by lease, sublease, or acquisition of the property, all subject to our prior written approval.

We will provide you with our location guidelines, including our minimum standards for a location for the Franchised Business, and such location 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.

Upon our request, you must submit to us, in the form we specify, a copy of the location 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 location. We will have 30 days following receipt of this information and materials from you to approve or disapprove the proposed location for the Franchised Business. If we do not approve a proposed location by written notice to you within this 30-day period, then the location will be deemed disapproved.

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

Failure to acquire or lease a location for the Franchised Business within 60 days before beginning training constitutes a default under the Franchise Agreement, which may result in the termination of your Franchise Agreement.

Once authorized, the location for the Franchised Business will become the "**Approved Location**." Before the end of the term of the location selection, you must execute a lease, which must be coterminous with the Franchise Agreement, or a binding agreement to purchase the location, and provide a copy of the lease to us.

If your Agency Principal and/or your employees, if any, reside at the Agency Principal's primary residence, then the Franchised Business may be operated out of the Agency Principal's primary residence (subject to our approval) for a period of 12 months after you open the Franchised Business (the "**Residence Period**"). The Agency Principal's primary residence will be the Approved Location and is subject to our location selection guidelines. After the Residence Period, you must acquire and obtain a location to be the Approved Location, in accordance with the requirements noted above, that is not the Agency Principal's primary residence.

We require you to open the Franchised Business within 12 months from the date you 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.

You may also request to operate the Franchised Business from a location we or our affiliates own or lease and, if we approve you to do so, you must enter into the Desk Lease Agreement. Under the Desk Lease Agreement, we will lease you space and certain furniture and equipment for you to operate the Franchised Business.

Training

You must have an individual Owner serve as your "**Agency Principal**." The Agency 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. If the Agency 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 the Franchised Business, you, your Agency Principal, or your Manager must attend and successfully complete, to our satisfaction, the initial training program (which may include an online component) we offer for Goosehead Businesses 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 Agency Principal or Manager who has successfully completed (to our satisfaction) our 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, your Agency 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 their full time employment and/or management responsibilities. The replacement must attend and successfully complete the initial 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 Agency Principal, Managers, and employees 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 Agency 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)	15	15	Westlake, Texas and your location
Insurance Products & Carriers	19.5	6	Westlake, Texas and your location
Sales	0	37	Westlake, Texas and your 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	4.5	12.5	Westlake, Texas and your location
Time Management & Efficiency	1.5	3.5	Westlake, Texas and your location
Totals	43.5	74	

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 Agency Principal, 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 the 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 the Approved Location or a location near the Approved Location. You or your 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 Producers.

All training will be conducted under the supervision of Matthew Hunt, Managing Director and Ted Olsen, Managing Director. Mr. Hunt and Mr. Olsen are identified in Item 2 above, and collectively have over 10 years' experience working for Goosehead and TWG and with the subjects taught. Additionally, we have training specialists, each of whom have at least one year of experience with the subjects taught, who will assist with training under the supervision of Mr. Hunt and Mr. Olsen.

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 the 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 the 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 area. 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 the Franchised Business, then when you open the Franchised Business, you must immediately join that Regional Fund. If a Regional Fund for your area is established after you begin to operate the Franchised Business, then you will have 30 days to join such 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 designate. Any governing documents prepared for a Regional Fund to which you belong will be made available for your review. A majority of the Goosehead Businesses in a Regional Fund may vote to increase the amount of each Goosehead Bussiness's contribution to a Regional Fund by up to 2% of each Goosehead Business's Gross Revenues. Voting will be on the basis of one vote per Goosehead Business, and each Goosehead Business that we operate in the region, if any, will have the same voting rights as those owned by our franchisees.

(b) Regional Funds will be organized for the exclusive purpose of administering regional marketing programs and developing (subject to our approval) standardized promotional 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.

(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 a Regional Fund.

(e) Although each 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 15 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 and promotion**" 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 and sales promotion 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; and/or (b) charitable, political, or other contributions or donations.

Online Sites 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 used by or to operate the Franchised Business; (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 client 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 comparative rater software that 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 proprietary 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 $480 for the first user and $340 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 the 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 the Franchised Business.

You must afford us unimpeded independent access to your Computer System in the manner, form, and at the times we may reasonably 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 of the Franchised Business. We may designate, and own, the telephone numbers of the 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 the 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 media and networking sites (e.g., Facebook, Twitter, LinkedIn, YouTube, 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 such 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 Manual 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-1. The total number of pages in the Manual is 47 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 prior written consent. Any proposed relocation will be subject to our review and approval of the proposed new location under our then-current standards for location 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 location 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 clients of the Franchised Business. Unless you become licensed in another state and receive prior written approval from us to sell insurance policies or services in that state, you may only sell Approved Insurance Products to clients located within the Approved State.

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 and/or sell. 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 the 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 sold 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 Franchise Agreement 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
goosehead INSURANCE	November 6, 2012	4239146

Trademark	Registration Date	Registration Number
	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 the 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 and at our discretion, 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 the 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 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 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 Disclosure Document.

Confidentiality Agreement. We will require that certain people (including your Manager and employees) involved in the 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 the Franchised Business.

In-Term Covenant Not To Compete. We will require that certain people (including your Manager and Producers) involved in the Franchised Business execute the In-Term Covenant Not To Compete, under which they will agree that, during the term of their involvement with the Franchised Business, they will not compete with us or any of our franchisees or solicit any clients, prospective clients, 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 the 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 the Franchised Business, they will not compete with us or any of our franchisees within a 25 mile radius of the Approved Location or solicit any clients, prospective clients, 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. In certain circumstances, we may require your spouse to sign the Guarantee, Indemnification and Acknowledgement.

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

These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years.
b. Renewal or extension	Section 2.2	You may renew for two ten-year renewal terms, if you meet our conditions.
c. Requirement for franchisee to renew or extend	Section 2.2	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	Section 17.8	You may, prior to you or any of your employees beginning the initial training

Provision	Section in Franchise Agreement	Summary
		program, elect to terminate the Franchise Agreement upon written notice to us. If you elect to terminate the Franchise Agreement, then you must enter into a termination agreement with us, which will include a mutual release (excluding your confidentiality obligations under Section 11) of all claims against us.
e. Termination by franchisor without cause	Not Applicable	No provision.
f. Termination by franchisor with cause	Section 17	We can terminate your Franchise Agreement if you are in default.
g. "Cause" defined – curable defaults	Section 17.3	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	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 termination/non-renewal	Section 18	Stop representing yourself as a franchisee, stop using our Proprietary Marks, pay all 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	We may transfer the Franchise Agreement to any person or legal entity.
k. "Transfer" by franchisee – defined	Sections 16.4.1-16.4.4	Includes transfer of any interest.
l. Franchisor approval of transfer by franchisee	Section 16.4	We must approve transfers.
m. Conditions on approval of transfer	Section 16.5	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	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	The franchise must be transferred within 6 months of your death or incapacity to a third party we have approved.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Sections 19.2-19.6	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 - 19.6.
r. Non-competition covenants after the franchise is terminated or expires	Sections 19.2-19.6	Includes a two-year prohibition similar to "q" (above), within 25 miles of the Approved Location.
s. Modification of the agreement	Section 25	No modifications generally, but the Manual is subject to change.
t. Integration/merger clause	Section 25	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this 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 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, Westlake, 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.)

Desk Lease Agreement

Provision	Section in Desk Lease Agreement	Summary
a. Length of the term	Section 1.02	6 months
b. Renewal or extension	Section 1.02	After the initial term, the agreement will continue month-to-month unless and until terminated.
c. Requirement for franchisee to renew or extend	Not Applicable	No provision.
d. Termination by franchisee	Section 3.03	You may terminate the Desk Lease Agreement at any time after the initial 6-month term by giving us 15 days' written notice.
e. Termination by franchisor without cause	Section 3.03	We may terminate the Desk Lease Agreement at any time after the initial 6-month term by giving you 15 days' written notice.
f. Termination by franchisor with cause	Section 3.01	We can terminate the Desk Lease Agreement if you are in default.
g. "Cause" defined – curable defaults	Not Applicable.	No provision.
h. "Cause" defined – non-curable defaults	Section 3.01	Failure to pay rent, failure to comply with the Desk Lease Agreement or Franchise Agreement, improper transfer, or misrepresentations. See Section 3.01 of the Desk Lease Agreement.
i. Franchisee's obligations on termination/non-renewal	Section 3.03	You must return all equipment to us.
j. Assignment of contract by franchisor	Not Applicable.	No provision.
k. "Transfer" by franchisee – defined	Not Applicable.	No provision.
l. Franchisor approval of transfer by franchisee	Section 16.4	We must approve transfers.
m. Conditions on approval of transfer	Not Applicable.	No provision.
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	Not Applicable.	No provision.
p. Death or disability of franchisee	Not Applicable.	No provision.
q. Non-competition covenants during the term of the franchise	Not Applicable.	No provision.

Provision	Section in Desk Lease Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	No provision.
s. Modification of the agreement	Section 6.05	No modifications generally.
t. Integration/merger clause	Section 6.04	Only the terms of the Desk Lease Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Desk Lease Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable.	No provision.
v. Choice of forum	Section 6.12	Litigation is to take place in the county and state in which our headquarters is located (currently Tarrant County, Texas). (Subject to applicable state law.)
w. Choice of law	Section 6.11	Texas law applies. (Subject to applicable state law.)

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote Goosehead Businesses.

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 franchisee and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this 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 our franchisees and producers of our franchisees during our fiscal year ended December 31, 2021. 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, 2021. Except as identified below, all franchisees and TWG agents that were in operation for at least one full year as of December 31, 2021, 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 (2021)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$62,758	$129,373	$20,073
2 years	$116,557	$220,491	$43,948
3+ years	$234,376	$453,769	$82,371

GROSS REVENUE PER TWG PRODUCER (2021)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$107,393	$161,907	$65,824
2 years	$201,454	$296,634	$122,456
3+ years	$377,168	$571,938	$243,813

PREMIUM PER FRANCHISE PRODUCER (2021)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$415,697	$862,311	$133,123
2 years	$798,593	$1,496,677	$301,585
3+ years	$1,633,366	$3,203,464	$571,946

PREMIUM PER TWG PRODUCER (2021)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$564,724	$844,497	$340,623
2 years	$1,202,510	$1,827,547	$707,289
3+ years	$2,411,168	$3,698,318	$1,505,538

Notes to charts:

1. As noted in Item 6, “Gross Revenues” means the amount of Commissions and Agency Fees, net of reversals of Commissions for insurance policy cancellations or changes, and net of Agency Fee refunds, for the sale of Approved Insurance Products by the Franchised Business. Gross Revenues do not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any Approved Carrier. The Gross Revenues noted in this Item 19 are the total Gross Revenues paid, on a cash basis, by our carriers to us and recognized during the 2021 fiscal year (January 1, 2021 to December 31, 2021).

2. As noted in Item 6, “Premiums” means fees owed to the Approved Carriers for Approved Insurance Products. The Premiums noted in this Item 19 are the Premiums from our insurance carrier statements recognized during the 2021 fiscal year (January 1, 2021 to December 31, 2021).

Franchise Producer Notes

1. There were 986 franchise producers, representing 744 franchised businesses, who were included in the charts because they operated during our entire 2021 fiscal year (January 1, 2021 to December 31, 2021) and met certain criteria, noted below. Each of the franchise producers included: (a) had a start date on or before January 1, 2021 and were still operating as of March 2, 2022, (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. 110 franchise producers who operated during the entire 2021 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 March 2, 2022 were not included in the charts is because we did not run 2021 fiscal year data until March 2, 2022, 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.

2. "Tenure" is defined as the number of full years an agent has devoted full time efforts to a production role as of December 31, 2021. The data for the 986 franchise producers included in the chart, is presented separately based on tenure. There were 358 franchise producers included in the chart who were classified as having 1 year of tenure. Of those 358 franchise producers, 90 are included in the “top 25%.” There were 233 franchise producers included in the chart who were classified as having 2 years of tenure. Of those 233, 59 are included in the “top 25%”. There were 395 franchise producers included in the chart who were classified as having 3 or more years of tenure. Of those 395, 99 are included in the “top 25%”.

3. For franchise producers with 1 year of tenure (358 producers):

    a. 130 of 358 franchise producers (36%) 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 $48,061 ($413,981 highest producer (“high”), $8,452 lowest producer (“low”)), the median Gross Revenues for the top 25% of producers was $110,920, and the median Gross Revenues for the bottom 25% of producers was $20,095.

    b. 131 of the 358 producers (37%) met or exceeded the Premium average. The median Premium amount was $321,045 ($2,833,942 high, $58,028 low), the median Premium amount for the top 25% of producers was $724,187, and the median Premium amount for the bottom 25% of producers was $133,683.

4. For producers with 2 years of tenure (233 producers):

a. 93 of 233 producers (40%) met or exceeded the Gross Revenue average. The median Gross Revenue was $97,806 ($437,399 high, $19,067 low), the median Gross Revenue for the top 25% of producers with 2 years of tenure was $211,259, and the median Gross Revenue for the bottom 25% of producers was $45,383.

b. 92 of the 233 producers (39%) met or exceeded the Premium average. The median Premium amount was $668, 648 ($3,567,937 high, $28,184 low), the median Premium amount for the top 25% of producers was $1,381,645, and the median Premium amount for the bottom 25% of producers was $328,381.

5. For producers with 3+ years of tenure (395 producers):

a. 161 of 395 producers (41%) met or exceeded the Gross Revenue average. The median Gross Revenue was $191,162 ($1,645,404 high, $17,415 low), the median Gross Revenue amount for the top 25% of producers was $405,924, and the median Gross Revenue for the bottom 25% of producers was $82,173.

b. 156 of the 395 producers (39%) met or exceeded the Premium average. The median Premium amount was $1,343,010 ($11,600,467 high, $103,314 low), the median Premium amount for the top 25% of producers was $2,875,443, and the median Premium amount for the bottom 25% of producers was $595,677.

6. These charts do not reflect the costs that you may have in operating the Franchised Business, including 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 the 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 ($480 or $340 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 the Franchised Business, and you should conduct an independent investigation of the costs and expenses that you may or will incur in operating the Franchised Business. Franchisees or former franchisees, listed in this Disclosure Document, may be one source of information.

TWG Producer Notes:

7. There were 215 TWG producers who were included in the charts because they operated during our entire 2021 fiscal year (January 1, 2021 to December 31, 2021) and met certain criteria, noted below. Each of the TWG producers included: (a) had a start date on or before January 1, 2021 and were still employed as of December 31, 2021, and (b) had a role where a majority of their time was dedicated to new business production.

8. "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, 2021. The data for the 215 TWG producers included in the chart, is presented separately based on tenure. There were 101 TWG producers included in the chart who were classified as having 1 year of tenure. Of those 101 TWG producers, 26 are included in the “top 25%.” There were 43 TWG producers included in the chart who were classified as having 2 years of tenure. Of those 43, 11 are included in the “top 25%”. There were 71 TWG producers included in the chart who were classified as having 3 or more years of tenure. Of those 71, 18 are included in the “top 25%”.

9. For TWG producers with 1 year of tenure (101 producers):

    a. 45 of 101 TWG producers (45%) met or exceeded the Gross Revenue average. The median Gross Revenue was $103,760 ($342,239 high, $39,520 low), the median Gross Revenues for the top 25% of TWG producers was $148,797, and the median Gross Revenues for the bottom 25% of TWG producers was $68,069.

    b. 45 of the 101 TWG producers (45%) met or exceeded the Premium average. The median Premium amount was $544,321 ($1,364,267 high, $202,004 low), the median Premium amount for the top 25% of TWG producers was $811,597, and the median Premium amount for the bottom 25% of TWG producers was $361,032.

10. For TWG producers with 2 years of tenure (43 producers):

    a. 18 of 43 TWG producers (42%) met or exceeded the Gross Revenue average. The median Gross Revenue was $188,342 ($390,608 high, $104,839 low), the median Gross Revenue for the top 25% of TWG producers with 2 years of tenure was $286,174, and the median Gross Revenue for the bottom 25% of TWG producers was $122,978.

    b. 17 of the 43 TWG producers (40%) met or exceeded the Premium average. The median Premium amount was $1,122,089 ($2,832,739 high, $598,552 low), the median Premium amount for the top 25% of TWG producers was $1,708,126, and the median Premium amount for the bottom 25% of TWG producers was $673,584.

11. For TWG producers with 3+ years of tenure (71 producers):

    a. 25 of 71 TWG producers (35%) met or exceeded the Gross Revenue average. The median Gross Revenue was $344,567 ($1,101,696 high, $170,959 low), the median Gross Revenue amount for the top 25% of TWG producers was $494,836, and the median Gross Revenue for the bottom 25% of TWG producers was $251,680.

    b. 24 of the 71 TWG producers (34%) met or exceeded the Premium average. The median Premium amount was $2,167,230 ($7,579,886 high, $1,080,517 low), the median Premium amount for the top 25% of TWG producers was $3,135,814, and the median Premium amount for the bottom 25% of TWG producers was $1,509,044.

Some agencies and 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 2019 to 2021**				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2019	457	614	+157
	2020	614	891	+277
	2021	891	1198	+307
Company Owned[1]	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets (Note 1)	2019	457	614	+157
	2020	614	891	+277
	2021	891	1198	+307

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 2019 to 2021**		
State	**Year**	**Number of Transfers**
Any State	2019	0
	2020	0
	2021	0
Totals	**2019**	0
	2020	0
	2021	0

Table No. 3 **Status of Franchise Outlets For Years 2019 to 2021**								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End Of Year**
AL	2019	0	1	0	0	0	0	1
	2020	1	4	0	0	0	0	5
	2021	5	9	0	0	0	0	14
AR	2019	0	2	0	0	0	0	2
	2020	2	5	0	0	0	0	7
	2021	7	6	0	0	0	0	13

Table No. 3

Status of Franchise Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
AZ	2019	0	0	0	0	0	0	0
	2020	0	13	1	0	0	0	12
	2021	12	11	0	0	0	3	20
CA	2019	60	23	6	0	0	6	71
	2020	71	26	4	0	0	3	90
	2021	90	29	5	0	0	4	110
CO	2019	9	8	1	0	0	2	14
	2020	14	23	1	0	0	0	36
	2021	36	17	5	0	0	2	46
CT	2019	1	4	0	0	0	0	5
	2020	5	3	0	0	0	0	8
	2021	8	4	0	0	0	0	12
DE	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	4	0	0	0	0	7
FL	2019	39	21	10	0	0	4	46
	2020	46	14	2	0	0	3	55
	2021	55	23	1	0	0	0	77
GA	2019	0	14	0	0	0	0	14
	2020	14	16	1	0	0	2	27
	2021	27	17	3	0	0	2	39
IA	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
ID	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	5	0	0	0	1	4
IL	2019	31	16	4	0	0	1	42
	2020	42	9	5	0	0	0	46
	2021	46	12	7	0	0	1	50
IN	2019	2	3	0	0	0	0	5
	2020	5	5	0	0	0	0	10
	2021	10	5	0	0	0	0	15

Table No. 3 **Status of Franchise Outlets For Years 2019 to 2021**								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End Of Year**
KS	2019	0	2	0	0	0	0	2
	2020	2	6	0	0	0	0	8
	2021	8	4	2	0	0	1	9
KY	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	4	2	0	0	0	3
LA	2019	13	10	1	0	0	0	22
	2020	22	11	2	0	0	0	31
	2021	31	8	0	0	0	2	37
MA	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	5	1	0	0	0	5
MD	2019	4	11	2	0	0	0	13
	2020	13	5	3	0	0	1	14
	2021	14	12	1	0	0	0	25
MI	2019	20	17	3	0	0	3	31
	2020	31	20	1	0	0	1	49
	2021	49	21	3	0	0	3	64
MN	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	6	0	0	0	0	8
MO	2019	3	5	0	0	0	0	8
	2020	8	9	0	0	0	0	17
	2021	17	16	1	0	0	3	29
MS	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	6	1	0	0	0	6
MT	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	4	1	0	0	1	4
NC	2019	16	11	4	0	0	2	21
	2020	21	13	2	0	0	0	32
	2021	32	15	4	0	0	2	41

Table No. 3 **Status of Franchise Outlets For Years 2019 to 2021**								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End Of Year**
NE	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
NH	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	2	0	0	0	0	3
NJ	2019	2	13	1	0	0	0	14
	2020	14	10	0	0	0	0	24
	2021	24	9	1	0	0	3	29
NV	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	1	3
NY	2019	8	14	3	0	0	0	19
	2020	19	26	8	0	0	0	37
	2021	37	22	8	0	0	3	48
OH	2019	3	7	1	0	0	0	9
	2020	9	5	0	0	0	0	14
	2021	14	7	1	0	0	0	20
OK	2019	2	0	1	0	0	0	1
	2020	1	9	0	0	0	0	10
	2021	10	1	1	0	0	0	10
OR	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	4	0	0	0	0	7
PA	2019	21	17	6	0	0	0	32
	2020	32	14	1	0	0	0	45
	2021	45	15	2	0	0	3	55
SC	2019	8	11	1	0	0	0	18
	2020	18	9	4	0	0	0	23
	2021	23	9	2	0	0	1	29
SD	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1

Table No. 3 **Status of Franchise Outlets For Years 2019 to 2021**								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End Of Year**
TN	2019	0	6	0	0	0	0	6
	2020	6	12	1	0	0	0	17
	2021	17	10	0	0	0	0	27
TX	2019	202	22	12	0	0	14	198
	2020	198	43	5	0	0	8	228
	2021	228	59	8	0	0	8	271
UT	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
VA	2019	10	6	1	0	0	0	15
	2020	15	10	2	0	0	0	23
	2021	23	11	2	0	0	1	31
WA	2019	3	3	3	0	0	0	3
	2020	3	4	1	0	0	0	6
	2021	6	8	0	0	0	1	13
WI	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
WV	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	2	0	0	0	0	4
Totals	**2019**	457	249	60	0	0	32	614
	2020	614	339	44	0	0	18	891
	2021	891	415	62	0	0	46	1198

Table No. 4 **Status of Company-Owned Outlets For Years 2019 to 2021**							
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	**2019**	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

Table No. 5 **Projected Openings for 2022 as of December 31, 2021***			
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	15	5	0
Arkansas	17	5	0
Arizona	16	7	0
California	88	27	0
Colorado	31	11	0
Connecticut	7	3	0
Florida	38	13	0
Georgia	49	11	0
Idaho	6	1	0
Illinois	46	9	0
Indiana	41	7	0
Iowa	7	2	0
Kansas	4	5	0
Kentucky	9	3	0
Louisiana	14	6	0
Maine	2	0	0
Maryland	28	6	0
Massachusetts	8	3	0
Michigan	24	10	0
Minnesota	15	6	0
Mississippi	16	4	0
Missouri	14	6	0
Montana	9	1	0
North Carolina	20	8	0
North Dakota	2	0	0
Nebraska	9	1	0
Nevada	10	1	0
New Jersey	25	9	0
New Mexico	2	0	0
New York	83	19	0

Table No. 5 **Projected Openings for 2022 as of December 31, 2021***			
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**
Ohio	29	7	0
Oklahoma	6	5	0
Oregon	17	3	0
Pennsylvania	33	13	0
Rhode Island	5	0	0
South Carolina	21	5	0
South Dakota	1	0	0
Tennessee	26	6	0
Texas	87	22	0
Utah	2	0	0
Virginia	28	8	0
Washington	21	8	0
Washington D.C.	1	0	0
West Virginia	5	1	0
Wisconsin	14	6	0
Wyoming	2	1	0
Total	**953**	**274**	**0**

Attached as Exhibit E-1 to this Disclosure Document is a list of the Goosehead Insurance franchisees as of the date of this 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, 2021 or who have not communicated with us within 10 weeks of the date of this 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 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 Disclosure Document as Exhibit F-1 are the following financial statements:

1. Audited consolidated financial statements of GSHD and subsidiaries as of December 31, 2021 and 2020 and for the three years in the period ended December 31, 2021.

* *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 Disclosure Document:

Exhibit A	The Franchise Agreement with its seven exhibits: A. Guarantee, Indemnification, and Acknowledgment B. List of Owners C. ACH Authorization Agreement D1-3. Sample Forms of Non-Disclosure and Non-Competition Agreements E. Promissory Note
Exhibit A-1	Desk Lease Agreement
Exhibit B	Release
Exhibit G-2	Mutual Non-Disclosure Agreement

ITEM 23
RECEIPTS

The Receipts to be signed by all prospective franchisees are attached in duplicate to this 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 Disclosure Document to you. You will also sign and date the other copy but keep it for your records.

EXHIBIT A

FRANCHISE AGREEMENT

Goosehead Insurance Agency, LLC
Franchise Agreement

Declarations Page

1	1.2	The "Approved Location" under this Agreement is to be determined.
2	1.4	The "Approved State" will be: _____.
3	4.1	You elect to pay the Initial Franchise Fee in one of the following ways (check only one): ☐ In its entirety, pursuant to Section 4.1.1 of this Agreement, in which case the amount of the Initial Franchise Fee shall be: _____ ($_____). ☐ You shall pay a portion of the Initial Franchise Fee, pursuant to Section 4.1.2 of this Agreement, in the amount of _____ ($_____), and shall pay the remaining portion of _____ ($_____), plus interest, according to the terms of the 60-month Promissory Note attached to this Agreement as Exhibit E.
4		The "Effective Date" will be: _____.

Initials

_____ Franchisee

_____ Franchisor

Goosehead Insurance Agency, LLC
Franchise Agreement

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Exhibits

A	Guarantee, Indemnification, and Acknowledgement	D1-3	Sample Forms of Non-Disclosure and Non-Competition Agreements
B	List of Owners	E	Promissory Note
C	ACH - Authorization Agreement for ACH Payments (Direct Debits for Royalty, Marketing Contribution, and Other Fees)		

Goosehead Insurance Agency, LLC
Franchise Agreement

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the "**Effective Date**" that we have indicated on the signature page of this Agreement by and between:

- Goosehead Insurance Agency, LLC, a Delaware limited liability company, with its principal place of business at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262 ("**we**," "**us**," or "**our**"); and

- _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____ and having an office location that is to be determined ("**you**" or the "**Franchisee**").

Introduction

*We have developed our own distinctive and proprietary systems for insurance services, including home insurance, automobile insurance, life insurance, commercial insurance, specialty lines, other personal lines insurance, and business insurance (the "**System**"). Our System includes (among other things): business processes, technologies, trade secrets, Confidential Information, carrier contracts, client lists, knowledge, know-how, Proprietary Marks and other intellectual property; distinctive signage; standards, specifications and sources for services, products, supplies, appearance, operations and management control; safety standards; training and assistance; purchasing programs; strategies; and advertising, marketing, promotional and sales programs; all of which we may periodically change, discontinue, improve, modify and further develop.*

*We identify the System by means of the Proprietary Marks. Our Proprietary Marks include certain trade names (for example, the mark "Goosehead Insurance" and logo), service marks, trademarks, logos, emblems, and indicia of origin, as well as other trade names, service marks, and trademarks that we may periodically specify in writing for use in connection with the System (all of these are referred to as the "**Proprietary Marks**"). We continue to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of services and products marketed under those marks and under the System, and to represent the System's high standards of quality, appearance, and service.*

*We are in the business of developing and awarding franchise rights to third party franchisees, such as you, to develop and operate businesses providing insurance services ("**Services**") to clients under the System and using the Proprietary Marks ("**Goosehead Business(es)**").*

You have asked to enter into the business of operating a Goosehead Business under the System and wish to obtain a franchise from us for that purpose, as well as to receive the training and other assistance we provide as described in this Agreement. You also understand and acknowledge the importance of our high standards of quality, appearance, and service and the necessity of operating the business franchised under this Agreement in conformity with our standards and specifications.

You will be in the business of operating a Goosehead Business, using the same brand and Proprietary Marks as other independent businesses that operate other Goosehead Businesses under the System. We will not operate your Goosehead Business for you, although we have (and will continue) to set standards for Goosehead Businesses that you will have chosen to adopt as yours by signing this Agreement and by your day-to-day management of your Goosehead Business to our brand standards.

In recognition of all of the details noted above, the parties have chosen to enter into this Agreement, taking into account all of the promises and commitments that they are each making to one another in this Agreement, and for other good and valuable consideration (the sufficiency and receipt of which they hereby acknowledge) and they agree as follows:

1 GRANT

1.1 *Rights and Obligations*. We grant you the right, and you accept the obligation, all under the terms (and subject to the conditions) of this Agreement:

1.1.1 To operate one Goosehead Business under the System (the "**Franchised Business**");

1.1.2 To use the Proprietary Marks and the System, but only in connection with the Franchised Business (recognizing that we may periodically change or improve the Proprietary Marks and the System); and

1.1.3 To do all of those things only from the Approved Location (as defined in Section 1.2) and in the Approved State.

1.2 *Approved Location*. The street address of the location for the Franchised Business approved under this Agreement is specified in the Declarations Page to this Agreement and is referred to as the "**Approved Location**."

1.2.1 No less than sixty (60) days before the commencement of the initial training program described in Section 6.2, you agree to acquire or lease/sublease, at your own expense, real estate that is properly zoned for the use of the Franchised Business that is located in the Approved State. The location you select within the Approved State will become the Approved Location after we have given you our written approval for that location and you have obtained the right to occupy the premises, by lease, sublease, or acquisition of the property, all subject to our prior written approval.

1.2.2 We will provide you with our location guidelines, including our minimum standards for a location for the Franchised Business, and such location selection assistance as we may deem advisable. If we deem on-site evaluation to be necessary and appropriate, we will conduct up to two (2) 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 such on-site evaluation, including, without limitation, the cost of travel, lodging and meals. We will not provide on-site evaluation for any proposed location before we have received from you a completed location approval form for the location (prepared as set forth in Section 1.2.3).

1.2.3 Upon our request, you must submit to us, in the form that we specify: **(a)** a completed site approval form; and **(b)** such other information or materials that we may reasonably require. You acknowledge that time is of the essence. We will have thirty (30) days after receipt of all such information and materials from you to approve or disapprove the proposed location for the Franchised Business. We have the right to approve or disapprove any such proposed location to serve as the Approved Location for the Franchised Business. If we do not approve a proposed location by giving you written notice within the 30-day period, then we will be deemed to have disapproved the proposed location.

1.2.4 We have the right to grant or withhold approval of the Approved Location under this Section 1.2. You understand, acknowledge, and agree that our review and approval of your proposed location, under this Section 1.2, does not constitute our assurance, representation, or warranty of any kind, that the Franchised Business at the Approved Location will be profitable or successful. Our approval of the location indicates only that we believe the location complies with our minimum acceptable criteria solely for our own purposes as of the time of the evaluation. The parties each acknowledge that application of criteria that have been effective with respect to other locations may not be predictive of potential for all locations and that, subsequent to our approval of a location, demographic and/or economic factors, such as competition from other similar businesses, included or excluded from criteria that we used could change, thereby altering the potential of a location. Such factors are unpredictable and beyond our control. We will not be responsible for the failure of a location (even if we have approved that location) to meet your expectations as to revenue or operational criteria.

1.2.5 If you do not acquire or lease a location (that we have approved in writing) for the Franchised Business within sixty (60) days before the commencement of the initial training program described in Section 6.2, that will constitute a default under Section 17.2 of the Agreement.

1.2.6 You must execute a lease or a binding agreement to purchase or lease the Approved Location. You must submit a copy of the lease to us. We are not responsible for reviewing the purchase agreement or the lease.

1.2.7 You agree not to operate (or allow your Agency Principals, your Managers, or any of your employees to operate) the Franchised Business at any location other than the Approved Location without our prior written consent.

1.2.8 You agree not to relocate the Franchised Business from the Approved Location without our prior written consent. Any proposed relocation will be subject to our review of the proposed new location under our then-current standards for location 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 Five Hundred Dollars ($500) at the time you request the relocation of the Franchised Business.

1.2.9 If the Agency Principal, Manager, and/or your employees (if any), reside at the Agency Principal's primary residence, then the Franchised Business may be operated from the Agency Principal's primary residence (subject to our approval pursuant to Section 1.2.3) for a period of up to twelve (12) months after the Commencement Date (the "**Residence Period**"). During the Residence Period, the Agency Principal's primary residence shall be the Approved Location. Immediately following the Residence Period, you must acquire and obtain a location to be the Approved Location for the Franchised Business, in accordance with this Section 1.2, that is not the Agency Principal's primary residence.

1.3 *No Protected Territory*. You expressly acknowledge and agree that the Franchised Business is non-exclusive, and that this Agreement does not grant or imply any protected area or territory for the Franchised Business. Accordingly, we retain the right to conduct any business and sell services and products at any location, notwithstanding the proximity of that business activity to the Approved Location. We retain all rights, including but not limited to: **(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 Services) that are also authorized for sale at Goosehead Businesses through other channels of distribution (including, but not limited to, 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.

1.4 *Limits on Where You May Operate*.

1.4.1 You may offer and sell Services only: **(a)** in accordance with the requirements of this Agreement and the procedures set out in the Manual; **(b)** to clients of the Franchised Business; and **(c)** within the state that we have approved in writing on the Declarations Page to this Agreement (the "**Approved State**").

1.4.2 You agree not to offer or sell any services or products (including the Services and Products) through any means other than through the Franchised Business as provided in this Section 1.4; and therefore, for example, you agree not to offer or sell services or products from satellite locations, remote locations, virtual offices, temporary locations, mobile vehicles or formats, carts or kiosks. 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 Services to clients located within the Approved State.

2 TERM AND RENEWAL

2.1 *Term*. The term of this Agreement starts on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, will expire ten (10) years from the Effective Date.

2.2 *Renewal*. You will have the right to renew your rights to operate the Franchised Business for two (2) additional successor terms of ten (10) years, so long as you have satisfied all of the conditions specified in Sections 2.2.1 through 2.2.9 before each such renewal:

2.2.1 You agree to give us written notice of your choice to renew at least six (6) months before the end of the term of this Agreement (but not more than nine (9) months before the term expires).

2.2.2 You agree to remodel and refurbish the Franchised Business to comply with our then-current standards in effect for new Goosehead Businesses (as well as the provisions of Sections 8.8 and 8.9).

2.2.3 At the time of renewal, you must be in material compliance with the provisions of this Agreement (including any amendment to this Agreement), any successor to this Agreement, and/or any other contract between you (and your affiliates) and us (and our affiliates), and in our reasonable judgment, you must have been in material compliance during the term of this Agreement, even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet your obligations.

2.2.4 You must have timely met all of your financial obligations to us, our affiliates, the Brand Fund, and/or the Regional Fund, as well as your vendors, throughout the term of this Agreement (even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet your obligations).

2.2.5 You must sign our then-current form of the franchise agreement, which will supersede this Agreement in all respects (except with respect to the renewal provisions of the new franchise agreement, which will not supersede this Section 2), and which you acknowledge and agree may contain terms, conditions, obligations, rights, and other provisions that are substantially and materially different from those contained in this Agreement (including, for example, a higher percentage Royalty Fee and Marketing Contribution). If you are an entity, then your direct and indirect owners must also sign and deliver to us a personal guarantee of your obligations under the renewal form of the franchise agreement. In this Agreement, the term "**entity**" includes but is not limited to a corporation, limited liability company, partnership, and a limited liability partnership.

2.2.6 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.

2.2.7 You and your personnel must meet our then-current qualification and training requirements.

2.2.8 You agree to present to us satisfactory evidence that you have the right to remain in possession of the Approved Location.

2.2.9 You must be current with respect to your financial and other obligations to your lessor, suppliers, and all other parties with whom you do business.

3 OUR DUTIES

3.1 *Training*. We will provide you with the training specified in Section 6.

3.2 *Layout and Equipping of a Goosehead Business*. We have the right to provide our standards and specifications for the furnishings, equipment, and signs of a Goosehead Business. We have the right to periodically modify these specifications as we deem appropriate. We will also provide the location selection and lease review assistance called for under Sections 5.3 and 5.4.

3.3 *Opening and Additional Assistance*. We 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.

3.4 *Manual*. We will lend to you one (1) copy of (or provide you with access to), during the term of this Agreement, our confidential operations manual(s) and other written instructions relating to the operation of a Goosehead Business (the "**Manual**"), in the manner and as described in Section 10.

3.5 *Marketing Materials*. We have the right to approve or disapprove all marketing and promotional materials that you propose to use, pursuant to Section 13.

3.6 *Brand Fund*. We have the right to administer the Brand Fund in the manner set forth in Section 13.

3.7 *Inspection Before Opening*. We may evaluate the Franchised Business before it first opens for business. You agree to not open the Franchised Business or otherwise start operations until you, your Agency Principal, or your Manager have successfully completed training and you have received our prior written approval.

3.8 *Periodic Assistance*. 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 representatives, such as a representative from agent support, and these representatives may periodically visit the Franchised Business and offer advice regarding your operations.

3.9 *Revenue Report*. Before the last day of each month, we will provide you with a detailed report of Commissions and Agency Fees received on your behalf for insurance policies and/or services sold in the preceding calendar months. In order to provide you with this report, we must receive commission detail reports from Approved Carriers and Approved Suppliers by the 20th day of the month, for insurance policies or services you sold during the preceding month. The report we provide you will only include Commissions and Agency Fees related to insurance policies or services properly recorded in our agency management system as prescribed in the Manual.

3.10 *Service Center*. We will maintain a service center, staffed by licensed insurance agents, for the purpose of providing centralized client 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.

3.11 *Services Performed*. You acknowledge and agree that any of our designees, employees, agents, or independent contractors may perform any duty or obligation imposed on us by the Agreement, as we may direct (if so, we will, nonetheless, remain responsible to you for the performance of these obligations).

3.12 *Our Decision-Making*. In fulfilling our obligations under this Agreement, and in conducting any activities or exercising our rights pursuant to this Agreement, we (and our affiliates) will always have the right: **(a)** to take into account, as we see fit, the effect on, and the interests of, other franchised and company-owned or affiliated businesses and systems; **(b)** to share market and product research, and other proprietary and non-proprietary business information, with other franchised businesses and systems in which we (or our affiliates) have an interest, and/or with our affiliates; **(c)** to test or market various items in some or all parts of the System; **(d)** to introduce new proprietary items and non-proprietary items; and/or **(e)** to allocate resources and new developments between and among systems, and/or our affiliates, as we see fit. You understand and agree that all of our obligations under this Agreement are subject to this Section, and that nothing in this Section will in any way affect your obligations under this Agreement.

3.13 *Confirmation of Performance*. After we have performed our pre-opening obligations to you under this Agreement, we may ask that you execute and deliver to us a confirmation (the "**Confirmation of Performance**"), in a form we reasonably request, confirming that we have performed those obligations. If we ask you to provide us with such a certificate, you agree to execute and deliver the Confirmation of Performance to us within three (3) business days after

our request. However, if you do not reasonably believe that we have performed all of our pre-opening obligations, you must, within that same three (3) day period, provide us with written notice specifically describing the obligations that we have not performed. Not later than three (3) business days after we complete all the obligations that you specified in that notice, you agree to execute and deliver the Confirmation of Performance to us. You agree to do so even if we performed such obligations after the time performance was due under this Agreement. The term "**pre-opening obligations**" means the obligations we have to you under this Agreement that must be performed before the date when the Franchised Business starts its operations.

4 FEES; SALES REPORTING

4.1 *Initial Franchise Fee*. You agree to pay us an initial franchise fee in the amount set out in the Declarations Page attached hereto (the "**Initial Franchise Fee**"). Once you, your Agency Principal, your Manager, or any of your employees begin(s) the initial training program (described in Section 6.2), 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. At your election, the Initial Franchise Fee is due and payable to us in one of the following ways:

4.1.1 You may pay to us the Initial Franchise Fee, in full, on the first day of the month prior to the initial training program in which you, your Agency Principal, your Manager, or any of your employees are enrolled; or

4.1.2 You may elect to pay to us a portion of the Initial Franchise Fee on the first day of the month prior to the initial training program in which you, your Agency Principal, your Manager, or any of your employees are enrolled in the amount set out in the Declarations Page attached hereto, and to pay to us the remaining portion of the Initial Franchise Fee, with interest, pursuant to the terms and conditions of the promissory note attached to this Agreement as Exhibit E (the "**Promissory Note**"). You acknowledge and agree that any default under the terms of the Promissory Note, including a failure to make any payments to us under the Promissory Note, shall be a default under this Agreement.

4.2 *Royalty Fee*. We will receive all Commissions from Approved Carriers. We will receive all Premiums, Policy Fees and Agency Fees 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 twenty-four (24) hours of receipt. We will retain Agency Fees and will forward Premiums and Policy Fees to the Approved Carriers. Beginning on the first day of the first month that you, your Agency Principal, your Manager, or any of your employees begin(s) the initial training program prior to opening the Franchised Business (the "**Commencement Date**"), we will remit to you Net Revenues on a monthly basis. As used in this Agreement:

4.2.1 The term "**Agency Fees**" means fees that are charged by you for selling new Approved Insurance Products through Approved Carriers pursuant to the Manual.

4.2.2 The term "**Commission**" means the fees paid to us, by Approved Carriers as a percentage of the Premiums received from the sale or renewal of Approved Insurance Products generated by the Franchised Business.

4.2.3 The term "**Gross Revenues**" means the amount of Commissions and Agency Fees received, net of reversals of Commissions for insurance policy cancellations or

changes, and net of Agency Fee refunds, for the sale of Approved Insurance Products by the Franchised Business; Gross Revenues will not include any Premiums or Policy Fees collected by the Franchised Business on behalf of any Approved Carriers.

4.2.4 The term "**Minimum Royalty**" means a minimum monthly Royalty Fee payment, beginning six (6) months after the Commencement Date, in the following amounts:

Number of Months following the Commencement Date	**Amount of Monthly Minimum Royalty**
Six (6) to Eighteen (18)	Six Hundred Dollars ($600)
Nineteen (19) and for the remainder of the term of this Agreement	One Thousand Dollars ($1,000)

4.2.5 The term "**Net Revenues**" means Gross Revenues net of all amounts due to us under this Agreement, including, without limitation, Royalty Fees, Marketing Contributions, Technology Fees, and payments due to us under the Promissory Note (if applicable).

4.2.6 The term "**Premiums**" means fees owed to the Approved Carriers for Approved Insurance Products.

4.2.7 The term "**Policy Fees**" means fees owed to the Approved Carriers for the sale of an Approved Insurance Products.

4.2.8 The "**Royalty Fee**" is an amount charged in consideration of your use of the System. The Royalty Fee will be the following amounts: **(a)** the greater of (i) twenty percent (20%) of Gross Revenues on Approved Insurance Products in their initial term, or (ii) the Minimum Royalty; and **(b)** fifty percent (50%) of Gross Revenues on Approved Insurance Products in their renewal terms and Approved Insurance Products written for existing clients on the same risk profile within a one-year period of the cancellation of their existing policy (also known as "re-writes").

4.2.9 The "**Technology Fee**" is 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 Section 4.7).

4.3 *Monthly Accounting*. Once a month, the Approved Carriers will send a commission report and Commissions earned by you, to us. On or before the last day of each month, unless this Agreement has been terminated for any reason, we will pay to you the Net Revenues for all Approved Insurance Products identified in a commission detail report that we receive from the Approved Carriers. If the 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 Approved 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 an Approved Carrier does not provide us with a commission detail report (and the applicable Commission) by the 20th day of the month, or if an Approved Insurance Product is not identified in the commission detail report we receive, you will not receive the Net Revenues for those Approved Insurance Products until the Approved Carrier provides us with

the appropriate report and/or Commissions. We may delay or withhold payment of Net Revenues for any Approved Insurance Product for which you fail to observe the risk management procedures we prescribe in the Manual, including that you obtain a signed application from the client and provide all required documentation. If we review your accounting and client records (as described in Section 12) and find that you have not forwarded to us any Premiums, Policy Fees and/or Agency Fees that you collect, we may pay the appropriate Premiums and Policy Fees to the Approved 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 two percent (2%) per month (but not more than the maximum rate permitted by law, if any such maximum rate applies). Entitlement to such interest will be in addition to any other remedies we may have.

4.3.1 You agree to deliver to us all of the reports, statements, and/or other information that is required under Section 12, at the time and in the format that we reasonably request.

4.3.2 You agree to establish an arrangement for electronic funds transfer to us, or electronic deposit to us of any payments required under this Agreement. You agree to sign and return to us our current form of "ACH - Authorization Agreement for Prearranged Payments (Direct Debits)," a copy of which is attached to this Agreement as Exhibit C (and any replacements for that form that we deem to be periodically needed to implement this Section 4.3.2), and you agree to; **(a)** comply with the payment and reporting procedures that we may specify in the Manual or otherwise in writing; and **(b)** maintain an adequate balance in your bank account at all times to pay by electronic means the charges that you owe under this Agreement. If we elect to use ACH withdrawal to sweep payment of fees or charges that you owe under this Agreement, then you will not be required to submit a separate payment to us unless you do not maintain sufficient funds to pay the full amount due.

4.3.3 You acknowledge and agree that your obligations to make full and timely payment of Royalty Fees, Marketing Contributions, Technology Fees, and payments due to us under the Promissory Note (if applicable), and all other sums due to us are absolute, unconditional, and fully-earned by us.

4.3.4 You agree that you will not, for any reason, delay or withhold the payment of any amount due to us under this Agreement; put into escrow any payment due to us; set-off payments due to us against any claims or alleged claims that you may allege against us, the Brand Fund, a Regional Fund, affiliates, suppliers, or others. We reserve the right to apply any monies received from you, or from Approved Carriers on your behalf, to any of your obligations as we determine and to withhold payment of any monies if this Agreement has been terminated for any reason. You acknowledge and agree that we have the right to set-off as part of Net Revenues any amounts you owe to us.

4.3.5 You agree that if you do not provide us, as requested, with access to your computer system to obtain sales information or, if we require pursuant to Section 12.1.4 or otherwise, printed and signed sales reports, then we will have the right to impute your sales for any period using (among other things) your sales figures from any month(s) that we choose (which may be those with your highest grossing sales), and that you agree to pay the Royalty Fee on that amount.

4.3.6 You agree that you will not, whether on grounds of alleged non-performance by us or others, withhold payment of any fee, including, without limitation, Royalty Fees,

Marketing Contributions, Technology Fees, and payments due to us under the Promissory Note (if applicable), nor withhold or delay submission of any reports due under this Agreement.

4.4 *No Subordination*. You agree: **(a)** not to subordinate to any other obligation your obligation to pay us the Royalty Fee and/or any other amount payable to us, whether under this Agreement or otherwise; and **(b)** that any such subordination commitment that you may give without our prior written consent will be null and void.

4.5 *Late Payment*. If we do not receive any payment due under this Agreement on or before the due date, which we may establish at our sole discretion, then that amount will be deemed overdue and shall be a default under this Agreement. If any payment is overdue, then you agree to pay us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of two percent (2%) per month (but not more than the maximum rate permitted by law, if any such maximum rate applies). Our entitlement to such interest will be in addition to any other remedies we may have. Any report that we do not receive on or before the due date will also be deemed overdue and shall be a default under this Agreement.

4.6 *Other Funds Due*. You agree to pay us, within ten (10) days of our written request (which is accompanied by reasonable substantiating material), any amounts that we have paid, that we have become obligated to pay, and/or that we choose to pay on your behalf.

4.7 *Index*. We have the right to adjust, for inflation, all fixed-dollar amounts under this Agreement (except for the Initial Franchise Fee) once a year to reflect changes in the Index from the year in which you signed this Agreement. For the purpose of this Section 4.7, 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.

5 FRANCHISED BUSINESS LOCATION, CONSTRUCTION AND RENOVATION

5.1 *Opening Deadline.* You are responsible for purchasing, leasing, or subleasing a suitable location for the Franchised Business. You agree to establish the Franchised Business and have it open and in operation within twelve (12) months after the Effective Date. **Time is of the essence.**

5.2 *Our Review and Your Responsibilities*. Any reviews that we conduct under this Section 5 and Section 1.2 (if applicable) are for our benefit only. In addition:

5.2.1 You acknowledge and agree that our review and approval of a location, lease, sublease, design plans or renovation plans for the Franchised Business does not constitute a recommendation, endorsement, or guarantee of the suitability of that location or the terms of the lease, or sublease, or purchase agreement.

5.2.2 You agree to take all steps necessary to determine for yourself whether a particular location and the terms of any lease, sublease, or purchase agreement for the location are beneficial and acceptable to you. Additionally, no matter to what extent (if any) that we participate in any lease or purchase negotiations, discussions with the landlords or property owners, and/or otherwise in connection with reviewing the lease or purchase agreement, you have to make the final decision as to whether or not the proposed contract is sensible for your business, and the final decision as to whether or not to

sign the lease or purchase agreement is yours, and we will not be responsible for the terms and conditions of your lease or purchase agreement.

5.2.3 You acknowledge and agree that: **(a)** any standard layout and plans that we provide to you, as well as any review and comments that we provide to the plans that you develop for the Franchised Business, are not meant to address the requirements of any Operating Codes (as defined in Section 8.7); **(b)** our standard plans or comments to your modified plans, will not reflect the requirements of, nor may they be used for, construction drawings or other documentation that you will need in order to obtain permits or authorization to build a specific Franchised Business; **(c)** you will be solely responsible to comply with all local laws, requirements, architectural needs, and similar design and construction obligations associated with the location, at your expense; and **(d)** our review, comment, and approval of your plans will be limited to reviewing those plans to assess compliance with our standards (including issues such as trade dress, presentation of Proprietary Marks, and the provision to the potential client of certain products and services that are central to the purpose, atmosphere, and functioning of Goosehead Businesses).

5.2.4 We will not review nor may our approval be deemed to address whether or not you have complied with any of the Operating Codes, including provisions of the Americans with Disabilities Act (the "**ADA**"); and you acknowledge and agree that compliance with such laws is and will be your sole responsibility.

5.3 *Lease Review.* You agree to provide us with a copy of the proposed lease, sublease, or purchase agreement for the Approved Location, and you agree not to enter into that lease, sublease, or purchase agreement until you have received our written approval. We have the right to condition our approval of the lease, sublease, or purchase agreement upon the inclusion of terms that we find acceptable and that are consistent with our rights and your responsibilities under this Agreement. You also agree to provide us with a copy of the fully signed lease before you begin construction or renovations at the Approved Location.

5.4 *Preparing the Location.* You agree that promptly after obtaining possession of the Approved Location, you will do all of the following:

5.4.1 obtain all required zoning permits, all required building, utility, health, sign permits and licenses, and any other required permits and licenses;

5.4.2 purchase or lease equipment, fixtures, furniture and signs as required under this Agreement (including the specifications we have provided in writing, whether in the Manual or otherwise);

5.4.3 complete the construction and/or remodeling as described in Section 5.5; and

5.4.4 obtain all customary contractors' partial and final waivers of lien for construction, remodeling, decorating and installation services.

5.5 *Construction or Renovation*. In connection with any construction or renovation of the Franchised Business (and before you start any such construction or renovation) you agree to comply, at your expense, with all of the following requirements to our reasonable satisfaction:

5.5.1 You agree to employ a qualified, licensed architect or engineer to prepare architectural drawings and layout and specifications for site improvement and construction of the Franchised Business based upon our standards and specifications.

5.5.2 You agree to comply with all Operating Codes, including, without limitation, the applicable provisions of the ADA regarding the construction and design of the Franchised Business.

5.5.3 You are solely responsible for obtaining (and maintaining) all permits and certifications (including without limitation, zoning permits, licenses, construction, building, utility, health, sign permits and licenses) which may be required by state or local laws, ordinances, or regulations (or that may be necessary or advisable due to any restrictive covenants relating to your location) for the lawful construction and operation of the Franchised Business. Upon request, you must certify in writing to us that all such permits and certifications have been obtained.

5.5.4 You agree to employ a qualified licensed general contractor to construct the Franchised Business and to complete all improvements.

5.5.5 You agree to obtain (and maintain) during the entire period of construction the insurance required under Section 15; and you agree to deliver to us proof of such insurance as we may reasonably require.

5.6 *Pre-Opening*. Before opening the Franchised Business, you agree to meet all of the pre-opening requirements specified in this Agreement, the Manual, and/or that we may otherwise specify in writing.

6 AGENCY PRINCIPAL, PERSONNEL, AND TRAINING

6.1 *Agency Principal and Management*.

6.1.1 You must have an individual Owner serve as your "**Agency Principal**," who may be you. The Agency Principal must supervise the operation of the Franchised Business and must own at least five percent (5%) of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Agency Principal to hold a smaller interest. The Agency Principal must have qualifications reasonably acceptable to us to serve in this capacity, must have authority over all business decisions related to the Franchised Business, must have the power to bind you in all dealings with us, and must have signed and delivered to us the Guarantee, Indemnification, and Acknowledgement attached to this Agreement as Exhibit A. You may not change the Agency Principal without our prior written approval.

6.1.2 If the Agency 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.

6.1.3 The Franchised Business must at all times be under the active full-time management of either you or the Agency Principal or Manager who has successfully completed (to our satisfaction) our training program.

6.2 *Initial Management and Employee Training*.

6.2.1 Before opening the Franchised Business, you, your Agency Principal or your Manager must attend and successfully complete, to our satisfaction, the initial training program

(which may include an online component) we offer for Goosehead Businesses at our headquarters or another location that we specify.

6.2.2 All of your employees who are licensed to sell insurance (each a "**Producer**") and/or have access to our database and systems must also attend and complete to our satisfaction, our training program before any Producer (or any other employee) is permitted to sell insurance for the Franchised Business or access our database or systems.

6.3 *Additional Obligations and Terms Regarding Training*.

6.3.1 If you, your Agency Principal, or your Manager cease active management or employment at the Franchised Business, then you agree to enroll a qualified replacement (who must be reasonably acceptable to us to serve in that capacity) in our training program within thirty (30) days after the former individual ended their full time employment and/or management responsibilities. The replacement must attend and successfully complete the initial 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 for replacement training.

6.3.2 We may require that your Agency Principal, Managers, and employees attend such additional courses, seminars, and other training programs as we may reasonably periodically require.

6.3.3 Your Agency Principal, Managers, and any other employees must sign and deliver to us a personal covenant of confidentiality, an in-term non-competition agreement, and a post-term non-competition agreement in substantially the same forms in Exhibit D to this Agreement.

6.3.4 Training Costs and Expenses.

6.3.4.1 You will be responsible for all travel, fees, lodging and living expenses, including meals, for you, your Agency Principals, your Managers or employees, which are incurred in connection with initial and additional training. In addition, except for the initial training for you and one additional employee (which may be an Agency Principal, Manager, or other employee), we may charge you our then-current per diem training charges, and/or require a deposit, for any other training that we provide.

6.3.4.2 You also agree to cover all of your employees at all times (including the pre-opening period, and including those attending training) under the insurance policies required in Section 15.

6.3.4.3 We have the right to reduce the duration or content of the training program for any trainee who has prior experience with the System or in similar businesses.

6.4 *Conventions and Meetings*. You agree to attend the conventions and meetings that we may periodically require and to pay a reasonable fee (if we charge a fee) for each person who is required to attend (and, if applicable, additional attendees that you choose to send as well). You will also be responsible for all of the other costs of attendance, including but not limited to travel, room and board, and your employees' wages, benefits and other expenses.

7 PURCHASE AND SALE OF PRODUCTS AND SERVICES

7.1 *Insurance Products and Services.* You agree that you may offer for sale only such insurance products and services that conform to our specification and quality standards that we have approved (and which we have not subsequently disapproved) ("**Approved Insurance Products**") and only through insurance carriers and brokers that we make available to you through our appointment process ("**Approved Carriers**"). The parties further agree:

7.1.1 In determining whether we will approve any particular insurance carrier or broker or any particular product or service with an Approved Carrier, we will consider various factors, including: **(a)** whether the insurance carrier or broker can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for insurance products or services; **(b)** whether the insurance carrier or broker has adequate quality controls and capacity to properly serve our clients; **(c)** whether approval of the insurance carrier or broker or a particular product or service would enable the System, in our sole discretion, to take advantage of marketplace efficiencies; and **(d)** whether the insurance carrier or broker will sign an agreement in the form that we require.

7.1.2 For the purpose of this Agreement, the term "**insurance carriers and brokers**" includes, but is not limited to, insurance carriers, distributors, brokers, resellers, and other vendors in the insurance industry.

7.1.3 With regard to the Approved Insurance Products offered by you, the Approved Carriers will set the Premiums and Policy Fees, and we will set the Agency Fees.

7.1.4 If you want to sell any insurance products or services from an unapproved insurance carrier or broker or any unapproved insurance products or services from an Approved Carrier, then you must first submit a written request to us asking for our written approval. You agree not to sell any unapproved insurance products or services from any unapproved carriers or brokers or from any Approved Carriers unless and until we have given you our prior written consent to do so. We have the right to require that our representatives be permitted to investigate the new insurance product, 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 fee (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 (4) to twelve (12) weeks after receipt of the request and the accompanying information. We may also require that the proposed new insurance carrier or broker comply with certain other requirements that we deem appropriate.

7.1.5 We reserve the right 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 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 available to you. 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.

7.1.6 We are not required to approve any particular insurance product or service or to appoint any particular insurance carrier or broker. Any approval of insurance products or services or any insurance carrier or broker (which may include us or our affiliates) is at our sole discretion. Further, we may, at our sole discretion, revoke your appointment with an Approved Carrier if you are in default under the terms of this Agreement or any other contract between you (and/or your affiliates) and us (and/or our affiliates).

7.1.7 You acknowledge and agree that we have the right to collect and retain all marketing allowances, rebates, contingencies, credits, monies, payments or benefits (collectively, "**Insurance Allowances**") offered by Approved Carriers to us (or our affiliates) based upon your sale of Approved Insurance Products. These Insurance Allowances include those based on growth and volume metrics and/or loss ratios. You assign to us or our designee all of your right, title and interest in and to any and all such Insurance Allowances and authorize us (or our designee) to collect and retain any or all such Insurance Allowances without restriction.

7.1.8 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 (which may be modified at any time). 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.

7.2 *Prohibited Insurance Products.* You acknowledge and agree that the Franchised Business will not offer for sale such insurance products or services which we have prohibited you from using and/or selling ("**Prohibited Insurance Products**"). Prohibited Insurance Products will include selling any insurance services or products other than Approved Insurance Products through Approved Carriers. We may periodically provide you with a list of Prohibited Insurance Products. You also acknowledge and agree that if the Franchised Business uses or sells any Prohibited Insurance Products, then we will have the right to immediately terminate this Agreement upon notice pursuant to Section 17.2.17.

7.3 *Non-Insurance Products and Services*. We may require that you purchase, use or offer for sale 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**"). The parties further agree:

7.3.1 In determining whether we will approve any particular supplier, we will consider various factors, including: **(a)** whether the supplier can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items; **(b)** whether the supplier has adequate quality controls and capacity to supply your needs promptly and reliably; **(c)** whether approval of the supplier would enable the System, in our sole opinion, to take advantage of marketplace efficiencies; and **(d)** whether the supplier will sign an agreement in the form that we require (which may include a royalty fee for the right to use the Proprietary Marks and any other proprietary rights, recipes, and/or formulae).

7.3.2 For the purpose of this Agreement, the term "**supplier**" includes, but is not limited to, service providers, lead aggregators, client management systems, online marketing software, social media companies, manufacturers, non-insurance brokers and other vendors.

7.3.3 We have the right to appoint only one supplier for a particular Approved Product and Service (which may be us or one of our affiliates).

7.3.5 If applicable, you must maintain at all times an inventory of Approved Products and Services related to the Franchised Business sufficient in quantity, quality and variety to realize the Franchised Business's full potential.

7.3.6 We have the right to establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally-known suppliers that are willing to supply all or some Goosehead Businesses with some or all of the products and/or services that we require for use and/or sale in the development and/or operation of Goosehead Businesses, notwithstanding anything to the contrary contained in this Agreement. In this event, we may limit the number of Approved Suppliers with whom you may deal, designate sources that you must use for some or all Approved Products and Services, and/or refuse any of your requests if we believe that this action is in the best interests of the System or the network of Goosehead Businesses. We have the right to approve or disapprove the suppliers who may be permitted to sell products to you. Any of our affiliates that sell products to you will do so at our direction. If you are in default of this Agreement, we reserve the right to direct our affiliates not to sell products to you, or to withhold certain discounts which might otherwise be available to you.

7.3.7 We have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, contingencies, credits, monies, payments or benefits (collectively, "**Product Allowances**") offered by suppliers to you or to us (or to our affiliates) based upon your purchases of Approved Products and Services or other goods and services. These Product Allowances include those based on purchases of Approved Products and Services, other products and services, paper goods, ink, and other items (such as packaging). You assign to us or to our designee all of your right, title and interest in and to any and all such Product Allowances and authorize us (or our designee) to collect and retain any or all such Product Allowances without restriction.

7.4 *Prohibited Products*. You acknowledge and agree that the Franchised Business will not use and/or offer for sale such products or services which we have prohibited you from using and/or selling ("**Prohibited Products and Services**"). Prohibited Products and Services include (1) any product or service that we have explicitly prohibited in the Manual; and (2) any product or service that stores or uses Confidential Information that has not been approved by us pursuant to Section 7.4.1. We may periodically update the list of Prohibited Products and Services. You also acknowledge and agree that if the Franchised Business uses or sells any Prohibited Products and Services, we will have the right to immediately terminate this Agreement upon notice pursuant to Section 17.2.17.

7.4.1 If you want to buy any products, services or any item from an unapproved supplier that stores or uses Confidential Information, then you must first submit a written request to us asking for our prior written approval. You agree not to buy from any such supplier unless and until we have given you our prior written consent to do so. We have the right to require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered to us. You (or the supplier) may be required to pay a charge, not to exceed the reasonable cost of the inspection, as well as the actual cost of the test. We have the right to also require that the supplier comply with such other requirements that we have the right to designate, including payment

of reasonable continuing inspection fees and administrative costs and/or other payment to us by the supplier on account of their dealings with you or other franchisees, for use of our trademarks, and for services that we may render to such suppliers. We also reserve the right, at our option, to periodically re-inspect the facilities and products of any such Approved Supplier and to revoke our approval if the supplier does not continue to meet any of our then-current criteria. We are not required to approve any particular supplier, nor to make available our standards, specifications, or formulas to prospective suppliers, which we have the right to deem confidential.

7.5 *Use of the Marks*. You must require all marketing materials, signs, decorations, paper goods (including, without limitation, all forms and stationery used in the Franchised Business), and other items which we may designate to bear the Proprietary Marks in the form, color, location, and manner we prescribe and subject to our prior written approval as provided in Section 13.8).

7.6 *External Book Roll.* If you desire to purchase a group of insurance policies (a **"Book of Business"**) from a third party or insurance carrier, then you must first submit a written request to us asking for our prior written approval. You agree not to purchase a Book of Business from any such third party or insurance carrier unless and until we have given you our prior written consent to do so. We will consider various factors in determining whether we will approve any transfer of a Book of Business from a third party or insurance carrier into the System ("**External Book Roll**"), including but not limited to whether the policies in the Book of Business are with Approved Carriers as well as applicable loss ratios. We are not required to approve any particular Book of Business or an External Book Roll and any approval to purchase a Book of Business or complete an External Book Role is at our sole discretion. Further, we have the right to require that you satisfy any or all of the following conditions before we grant our approval to purchase a Book of Business and complete an External Book Roll:

7.6.1 You agree to defend, indemnify, and hold each of the Franchisor Parties harmless from and against any and all losses, damages, liabilities, costs, expenses (including but not limited to, reasonable attorneys' fees, accountants' fees, fees for other required professional, expert, or specialized services, reasonable costs of investigation, court costs, and mediation or arbitration fees and expenses) resulting from, consisting of, arising out of, or in connection with the Book of Business or the External Book Roll;

7.6.2 You must not be in default of any of your obligations under this Agreement; and

7.6.3 You agree to pay us a transfer fee to compensate us for our legal, accounting, training and other expenses incurred in connection with the External Book Roll. The book roll fee will be an amount equal to three (3%) percent of the total written premium of the external book of business or $5,000, whichever is less.

8 YOUR DUTIES

In addition to all of the other duties specified in this Agreement, for the sake of brand enhancement and protection, you agree to all of the following:

8.1 *Importance of Following Standards*. You understand and acknowledge that every detail of the Franchised Business is important to you, to us, and to other Goosehead Business in order to develop and maintain high operating standards, to provide superior client service to clients

and participants, to increase the demand for the services and products sold, by all franchisees, and to protect and enhance the reputation and goodwill associated with our brand.

8.2 *Opening*. In connection with the opening of the Franchised Business:

8.2.1 You agree to conduct, at your expense, such promotional and marketing activities as we may require.

8.2.2 You agree to open the Franchised Business by the date specified in Section 5.1.

8.2.3 You will not open the Franchised Business until we have determined that all construction, if any, has been substantially completed, and that such construction conforms to our standards including to materials, quality of work, signage, decor, paint, and equipment.

8.2.4 You agree not to open the Franchised Business until all required individuals have successfully completed, to our satisfaction, *all* training that we require.

8.2.5 You will not open the Franchised Business until we have verified your compliance with this Section 8.2 and have given you our written approval to open, which we will not unreasonably withhold.

8.3 *Staffing*.

8.3.1 You agree to maintain a competent, conscientious staff in numbers sufficient to maintain the full-time and daily operation of the Franchised Business and as necessary or appropriate for providing quality client experience according to our standards. We may provide requirements for certain positions that we may establish from time to time and which will be set forth in the Manual.

8.3.2 For the sake of efficiency and to enhance and protect our brand you and your staff must, at all times, cooperate with us and with our representatives, and conduct the operation of the business in a first-class and professional manner in terms of dealing with clients, referral partners, vendors, and our staff.

8.3.3 Your employees must comply with such professional attire standards as we may periodically require. We may also require that you and your employees comply with personal appearance standards (including dress code, shoes, hair color, body art, piercing, sanitation and personal hygiene, personal displays at workstations, etc.).

8.4 *Operation According to Our Standards.* To ensure that the highest degree of quality and service is maintained, you agree to operate the Franchised Business in strict conformity with such methods, standards, and specifications that we may periodically require in the Manual or otherwise in writing. In this regard:

8.4.1 You agree to use at all times only the items, products, services, materials, and supplies that meet our written standards and specifications, and you also agree not to deviate from our standards and specifications by using or offering any non-conforming items without our specific prior written consent.

8.4.2 You agree: **(a)** to sell or offer for sale only those Approved Insurance Products and Approved Products and Services using the standards and techniques that we have approved in writing for you to offer and use at the Franchised Business; **(b)** to sell or

offer for sale all Approved Insurance Products and Approved Products and Services using the standards and techniques that we specify in writing; **(c)** not to deviate from our standards and specifications; **(d)** to stop using and offering for use any insurance products or services or any non-insurance products or services that we at any time disapprove in writing (recognizing that we have the right to do so at any time); and **(e)** that if you propose to deviate (or if you do deviate) from our standards and specifications(unless we have approved such deviation in writing), then any revenue that results from the deviation will become our property.

8.4.3 You agree to buy and install, at your expense, all fixtures, furnishings, equipment, decor, and signs as we may specify, and to periodically make upgrades and other changes to such items at your expense as we may reasonably request in writing. Without limiting the above, you acknowledge and agree that changes in the System standard may require you to purchase new and/or additional equipment for use in the Franchised Business.

8.4.4 You agree not to install or permit to be installed on or about the premises of the Franchised Business, without our prior written consent, any fixtures, furnishings, equipment, machines, décor, signs, or other items that we have not previously approved in writing as meeting our standards and specifications.

8.4.5 You agree to immediately suspend operation of and close the Franchised Business if: **(a)** any products or services sold at the Franchised Business deviate from our standards; and/or **(b)** you fail to maintain the Franchised Business premises, personnel, or operation of the Franchised Business in accordance with this Agreement, the Manual, or any applicable law or regulations. In the event of such closing, you agree to immediately notify us, in writing, and also remedy the unsafe, or other condition or other violation of the applicable law or regulation. You agree not to reopen the Franchised Business until we have determined that you have corrected the condition.

8.4.6 You agree to immediately notify us in writing if you or any of your Agency Principals, Managers, or employees lose their insurance license or are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is likely to have an adverse effect on the System, the Proprietary Marks, your insurance license or the insurance license of any of your Agency Principals, Managers, or employees, the goodwill associated therewith, or our interest therein.

8.5 *Use of the Approved Location Premises.* You may only use the Approved Location for the purpose of operating the Franchised Business and for no other purpose. You agree not to co-brand or to permit any other business to operate at the Approved Location without our written consent.

8.6 *Hours and Days of Operation.* You agree to keep the Franchised Business open and in normal operation for such hours and days as we may periodically specify in the Manual or as we may otherwise approve in writing.

8.7 *Operating Codes*. You agree to fully and faithfully comply with all Operating Codes applicable to the Franchised Business. You will have the sole responsibility to fully and faithfully comply with all Operating Codes, and we will not review whether you are in compliance with any Operating Codes. The term "**Operating Codes**" means applicable federal, state, and local laws, codes, ordinances, and/or regulations that apply to the Services, products, construction and design of the Franchised Business and other aspects of operating the Franchised

Business, including the ADA. You must furnish to us, within three (3) days of your receipt, a copy of all notices from inspection reports, complaints, warnings, citations, certificates, and/or ratings resulting from inspections conducted or complaints received by any federal, state or municipal agency with jurisdiction over the Franchised Business. You must also obtain and maintain during the term of this Agreement all licenses and approvals from any governmental or regulatory agency, including all applicable insurance licenses, required for the operation of the Franchised Business or provision of the Services you will offer, sell, and provide. Where required, you must obtain the approval of any regulatory authority with jurisdiction over the operation of the Franchised Business. You acknowledge that we will have no liability to you or any regulatory authority for any failure by you to obtain or maintain during the term of this Agreement any necessary licenses or approvals required for the operation of the Franchised Business.

8.8 *The Franchised Business Condition, Maintenance.* You agree that at all times, you will maintain the Franchised Business in a high degree of repair and condition. You also agree to make such repairs and replacements to the Franchised Business as may be required for that purpose (but no others without our prior written consent), including the periodic repainting or replacement of obsolete signs, furnishings, equipment, and decor that we may reasonably require. Your maintenance and upkeep obligations under this Section 8.8 are separate from those with respect to periodic upgrades that we may require regarding fixtures, furnishings, equipment, decor, and signs.

8.9 *Use of the Marks*. You will require all marketing and promotional materials, signs, decorations, merchandise, and other items that we may designate to bear our then-current Proprietary Marks and logos in the form, color, location, and manner that we have then-prescribed.

8.10 *If You Are an Entity:*

8.10.1 *Corporate Franchisee*. If you are a corporation, then you agree to: **(a)** confine your activities exclusively to operating the Franchised Business; **(b)** maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities upon the face of which a legend, in a form satisfactory to us, appears which references the transfer restrictions imposed by this Agreement; **(c)** not issue any voting securities or securities convertible into voting securities; and **(d)** maintain a current list of all Owners of record and all beneficial Owners of any class of voting stock of your company and furnish the list to us upon request.

8.10.2 *Partnership*. If you are a partnership or a partnership with limited liability, then you agree to: **(a)** confine your activities exclusively to operating the Franchised Business; **(b)** furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request, and any amendments thereto; **(c)** prepare and furnish to us, upon request, a current list of all of your general and limited partners; and **(d)** consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any partnership interests without our prior written approval.

8.10.3 *LLC Franchisee*. If you are a limited liability company, then you agree to: **(a)** confine your activities exclusively to operating the Franchised Business; **(b)** furnish us with a copy of your articles of organization and operating agreement, as well as such other documents as we may reasonably request, and any amendments thereto; **(c)** prepare and furnish to us, upon request, a current list of all members and managers in your LLC; and **(d)** maintain stop transfer instructions on your records against the transfer of equity securities and will only issue securities upon the face of which bear a legend, in

a form satisfactory to us, which references the transfer restrictions imposed by this Agreement.

8.10.4 *Other Type of Entity*. If you are an entity not identified above, then you agree to: **(a)** confine your activities exclusively to operating the Franchised Business; **(b)** furnish us with a copy of your articles of organization and operating agreement, as well as such other documents as we may reasonably request, and any amendments thereto; **(c)** prepare and furnish to us, upon request, a current list of all members, managers, Owners or partners in your entity; and **(d)** consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any Ownership interests without our prior written approval.

8.10.5 *Guarantees*. You agree to obtain, and deliver to us, a guarantee of your performance under this Agreement and covenant concerning confidentiality and competition, in the form attached as Exhibit A, from each current and future direct and indirect: **(a)** shareholder of a corporate Franchisee; **(b)** member of a limited liability company Franchisee; **(c)** partner of a partnership Franchisee; and/or **(d)** partner of a limited liability partnership Franchisee.

8.11 *Quality-Control and Client Survey Programs.* We may periodically designate an independent evaluation service to conduct a "mystery shopper," "client survey," and/or similar quality-control and evaluation programs with respect to Goosehead Businesses. You agree to participate in such programs as we require, and promptly pay the then-current charges of the evaluation service. If you receive an unsatisfactory or failing report in connection with any such program, then you agree to: **(a)** immediately implement any remedial actions we require; and **(b)** reimburse us for the expenses we incur as a result thereof (including the cost of having the evaluation service re-evaluate the Franchised Business, our inspections of the Franchised Business, and other costs or incidental expenses).

8.12 *Prices*. You agree that we may set reasonable restrictions on the maximum and minimum prices you may charge for Agency Fees (these may be different from state to state).

8.13 *Environmental Matters*. We are committed to working to attain optimal performance of Goosehead Businesses with respect to environmental, sustainability, and energy performance. We each recognize and agree that there are changing standards in this area in terms of applicable law, competitors' actions, consumer expectations, obtaining a market advantage, available and affordable solutions, and other relevant considerations. In view of those and other considerations, as well as the long-term nature of this Agreement, you agree that we have the right to periodically set reasonable standards with respect to environmental, sustainability, and energy for the System through the Manual, and you agree to abide by those standards.

8.14 *Innovations.* You agree to disclose to us all products, services, ideas, concepts, methods, techniques and information conceived or developed by you, your affiliates, Owners and/or employees during the term of this Agreement relating to the development and/or operation of Goosehead Businesses. All such products, services, ideas, concepts, methods, techniques, and information will be deemed to be our sole and exclusive property and works made-for-hire for us. You hereby grant to us (and agree to obtain from your affiliates, Owners, employees, and/or contractors), a perpetual, non-exclusive, and worldwide right to use any such products, services, ideas, concepts, methods, techniques and information in any businesses that we and/or our affiliates, franchisees and designees operate. We will have the right to use those ideas, concepts, methods, techniques, and/or products without making payment to you. You

agree not to use or allow any other person or entity to use any such product, service, idea, concept, method, technique or information without obtaining our prior written approval.

8.15 *Performance Standards.* You recognize that your active development of the Franchised Business is important to the effective development of the System and that we have entered into this Agreement in reliance upon your express obligation to actively implement the System. Therefore, you acknowledge and agree that, beginning six (6) months after the Commencement Date, we will have the right to identify and implement quantitative operational performance standards (for example, the number of insurance policies sold in a specific line of business or in the aggregate) upon which your development and active implementation of the System will be evaluated (the "**Performance Standards**").

8.15.1 If your performance under the Performance Standards fails to meet or exceed the performance of the lowest twenty-five percent (25%) of all franchised Goosehead Businesses operating under the System (the "**Bottom Quartile**"), as we determine, in any one (1) 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. 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 ten percent (10%), and fail to meet or exceed the performance of the Bottom Quartile in each subsequent fiscal quarter, we may, in our discretion, deem such failure to be a default of this Agreement.

8.15.2 If, in our sole discretion, 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 this Agreement.

8.15.3 If you are in default pursuant to this Section 8.15, 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 ninety (90) day period following your receipt of written notice from us. If you fail to cure the default within such ninety (90) day period, then this Agreement will be terminated pursuant to Section 17.2.

8.16 *Franchisee Advisory Council.* We may establish an organization to facilitate communication between us and franchisees operating under the Proprietary Marks and the System (the "**Franchisee Advisory Council**"). In the event we form the Franchisee Advisory Council, you agree to fully participate in the Franchisee Advisory Council if requested by us. The Franchisee Advisory Council may be terminated or dissolved by us at any time.

9 PROPRIETARY MARKS

9.1 *Our Representations*. We represent to you that we own (or have an appropriate license to) all right, title, and interest in and to the Proprietary Marks, and that we have taken (and will take) all reasonably necessary actions to preserve and protect the ownership and validity in, and of, the Proprietary Marks.

9.2 *Your Agreement*. With respect to your use of the Proprietary Marks, you agree that:

9.2.1 You will use only the Proprietary Marks that we have designated in writing, and you will use them only in the manner we have authorized and permitted in writing. All items bearing the Proprietary Marks must bear our then-current logo.

9.2.2 You will use the Proprietary Marks only for the operation of the Franchised Business and only at the Approved Location, or in franchisor-approved marketing for the business conducted at or from the Approved Location (subject to the other provisions of this Agreement).

9.2.3 Unless we otherwise direct you in writing to do so, you agree to operate and advertise the Franchised Business only under the name "Goosehead Insurance" without prefix or suffix.

9.2.4 During the term of this Agreement and any renewal of this Agreement, you will identify yourself (in a manner reasonably acceptable to us) as the Owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as we may designate in writing.

9.2.5 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof will constitute an infringement of our rights.

9.2.6 You will not use the Proprietary Marks to incur any obligation or indebtedness on our behalf unless expressly authorized by this Agreement (e.g. to sell Approved Insurance Products).

9.2.7 You agree not to use the Proprietary Marks:

9.2.7.1 As part of your corporate or other legal name without our written permission;

9.2.7.2 As part of your identification in any e-mail address, domain name, or other electronic medium (except as otherwise provided in Section 14.10.3); and/or

9.2.7.3 In connection with any employment or human resources documents (including employment applications, paychecks, pay stubs, and employment agreements).

9.2.8 You agree to execute any documents that we (or our affiliates) deem necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

9.2.9 With respect to litigation involving the Proprietary Marks, the parties agree that:

9.2.9.1 You will promptly notify us of any suspected infringement of the Proprietary Marks, any known challenge to the validity of the Proprietary Marks, or any known challenge to our ownership of, or your right to use, the Proprietary Marks licensed under this Agreement. You acknowledge and agree that we will have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We will also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

9.2.9.2 If you used the Proprietary Marks in accordance with this Agreement, then we will defend you at our expense against any third-party claim, suit, or demand involving the Proprietary Marks arising out of your use thereof. If you used the Proprietary Marks in a manner that does not comply with this Agreement, then we will still defend you, but at your expense, against such third-party claims, suits, or demands.

9.2.9.3 We agree to reimburse you for your out-of-pocket travel costs in support of litigation involving the Proprietary Marks, and you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement, unless such litigation is the result of your use of the Proprietary Marks in a manner that does not comply with this Agreement.

9.2.9.4 To the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, then you agree to reimburse us (upon our request, which may be periodic and/or upon the conclusion of the proceedings) for the cost of such litigation and/or upon our written request, pay our legal fees directly (your obligation under this Section includes reasonable attorneys' fees, court costs, discovery costs, and all other related expenses, as well as the cost of any judgment or settlement).

9.2.9.5 If we undertake the defense or prosecution of any litigation or other similar proceeding relating to the Proprietary Marks, then you agree to sign any and all documents, and do those acts and things that may, in our counsel's opinion and at our discretion, be necessary to carry out the defense or prosecution of that matter (including becoming a nominal party to any legal action).

9.3 *Your Acknowledgements*. You expressly understand and acknowledge that:

9.3.1 We own all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.

9.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System.

9.3.3 Neither you nor any of your Owners, Agency Principals, Managers, employees or other persons acting on your behalf will directly or indirectly contest the validity or our ownership of the Proprietary Marks, nor will you, directly or indirectly, seek to register the Proprietary Marks with any government agency.

9.3.4 Your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks, except by the license granted by this Agreement.

9.3.5 Any and all goodwill arising from your use of the Proprietary Marks will inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted as part of this Agreement, there will be no monetary amount assigned as attributable to any goodwill associated with your use of the System or of the Proprietary Marks.

9.3.6 The right and license of the Proprietary Marks that we have granted to you under this Agreement is non-exclusive, and we therefore have the right, among other things:

9.3.6.1 To use the Proprietary Marks ourselves in connection with selling Services and products;

9.3.6.2 To grant other licenses for the Proprietary Marks, in addition to licenses we may have already granted to existing franchisees; and

9.3.6.3 To develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises for those other marks without giving you any rights to those other marks.

9.4 *Change to Marks*. 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 can no longer 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 circumstances, your right to use the substituted Proprietary Marks will be governed by (and pursuant to) the terms of this Agreement.

10 CONFIDENTIAL BRAND STANDARDS MANUAL

10.1 *You Agree to Abide by the Manual*. In order to protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks, you agree to conduct your business in accordance with the written instructions that we provide, including the Manual. We will lend to you (or permit you to have access to) one (1) copy of the Manual, only for the term of this Agreement, and only for your use in connection with operating the Franchised Business during the term of this Agreement.

10.2 *Format of the Manual*. We will have the right to provide the Manual in any format we determine is appropriate (including paper and/or by making some or all of the Manual available to you only in electronic form, such as through an internet website or an extranet). If at any time we choose to provide the Manual electronically, you agree to immediately return to us any and all physical copies of the Manual that we have previously provided to you.

10.3 *We Own the Manual*. The Manual will at all times remain our sole property and you agree to promptly return the Manual when this Agreement expires or if it is terminated.

10.4 *Confidentiality and Use of the Manual*.

10.4.1 The Manual contains our proprietary information and you agree to keep the Manual confidential both during the term of this Agreement and after this Agreement expires or is terminated. Whenever the Manual is not in use by authorized personnel, you agree to maintain secure access to the Manual at the premises of the Franchised Business, and you agree to grant only authorized personnel (as defined in the Manual) with access to the security protocols for the Manual.

10.4.2 You agree to never make any unauthorized use, disclosure, and/or duplication of the Manual in whole or in part.

10.5 *You Agree to Treat the Manual as Confidential*. You agree that, at all times, you will treat the Manual, any other manuals that we create (or approve) for use in the operation of the Franchised Business, and the information contained in those materials, as confidential, and you also agree to use your best efforts to maintain such information as secret and confidential. You agree that you will never copy, duplicate, record, or otherwise reproduce those materials,

in whole or in part, nor will you otherwise make those materials available to any unauthorized person.

10.6 *Which Copy of the Manual Controls*. You agree to keep your copy of the Manual only at the Franchised Business (and as provided in Section 10.4) and ensure that the Manual is kept current and up to date. You also agree that if there is any dispute as to the contents of the Manual, the terms of the master copy of the Manual that we maintain at our headquarters will control. Access to any electronic version of the Manual will also be subject to our reasonable requirements with respect to security and other matters, as described in Section 14.

10.7 *Revisions to the Manual*. We have the right to revise the contents of the Manual whenever we deem it appropriate to do so, and you agree to make corresponding revisions to your copy of the Manual and to comply with each new or changed standard.

10.8 *Modifications to the System*. You recognize and agree that we may periodically change or modify the System and you agree to accept and use for the purpose of this Agreement any such change in the System (which may include, among other things, new or modified trade names, service marks, trademarks or copyrighted materials, new products, and new techniques), as if they were part of this Agreement on the Effective Date; provided the financial burden placed upon you is not substantial. You agree to make such expenditures and such changes or modifications as we may reasonably require pursuant to this Section and otherwise in this Agreement.

11 CONFIDENTIAL INFORMATION

11.1 *Confidentiality*.

11.1.1 You agree that you will not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use (for yourself and/or for the benefit of any other person (including members of your household), persons, partnership, entity, association, or corporation) any Confidential Information that may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You agree that you will divulge our Confidential Information only to those of your employees as must have access to it in order to operate the Franchised Business.

11.1.2 Any and all information, knowledge, know-how, and techniques that we designate as confidential will be deemed Confidential Information for purposes of this Agreement, except information that you can demonstrate came to your attention before disclosure of that information by us; or which, at or after the time of our disclosure to you, had become or later becomes a part of the public domain, through publication or communication by another party that has the right to publish or communicate that information.

11.1.3 Any employee who may have access to any Confidential Information must execute a covenant that the employee will maintain the confidentiality of such information . Such covenants must be on a form that we provide, which form will, among other things, designate us as a third-party beneficiary of such covenants with the independent right to enforce them.

11.1.4 You recognize that our parent, Goosehead Insurance, Inc., is a publicly traded company on the NASDAQ stock exchange. You acknowledge and agree that you will comply with all United States and other applicable securities laws that prohibit any person who has received material nonpublic information relating to Goosehead

Insurance, Inc., from purchasing or selling securities of Goosehead Insurance, Inc. 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.

11.1.5 As used in this Agreement, the term "**Confidential Information**" includes, without limitation, our business concepts and plans, operating techniques, marketing methods, processes, vendor information and agreements, referral partner information, results of operations and quality control information, financial information, demographic and trade area information, market penetration techniques, plans, or schedules, the Manuals, client lists, client data, insurance carrier information, insurance policy information, underwriting guidelines, research, profiles, preferences, and statistics, itemized costs, franchisee composition, territories, and development plans, and all related trade secrets and other confidential or proprietary information treated as such by us, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made prior to or at the time any Confidential Information is disclosed to you.

11.2 *Consequences of Breach*. You acknowledge and agree that any failure to comply with the requirements of this Section 11 will cause us irreparable injury, and you agree to pay all costs (including, without limitation, reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 11.

12 ACCOUNTING, FINANCIAL AND OTHER RECORDS, AND INSPECTIONS

12.1 *Accounting Records and Sales Reports*.

12.1.1 With respect to the operation and financial condition of the Franchised Business, we will have the right to designate, and you agree to adopt, the fiscal year and interim fiscal periods that we decide are appropriate for the System.

12.1.2 With respect to the Franchised Business, you agree to maintain for at least seven (7) years during (as well as after) the term of this Agreement (and also after any termination and/or transfer), full, complete, and accurate books, records, and accounts prepared in accordance with generally accepted accounting principles and in the form and manner we have prescribed periodically in the Manual or otherwise in writing, including: **(a)** cash disbursements and weekly payroll journals and schedules; **(b)** monthly bank statements, daily deposit slips and cancelled checks; **(c)** all tax returns; **(d)** supplier's invoices (paid and unpaid); **(e)** semi-annual fiscal period balance sheets and fiscal period profit and loss statements; **(f)** operational schedules; and **(g)** such other records that we may periodically and reasonably request.

12.1.3 We have the right to specify the accounting software and a common chart of accounts, and, if we do so, you agree to use that software and chart of accounts (and require your bookkeeper and accountant to do so) in preparing and submitting your financial statements to us. We have the right to require you to use only an approved bookkeeping service and an approved independent certified public accounting firm. You agree to provide to the accounting service provider complete and accurate information that we or the accounting service provider require and agree that we will have full access to the data and information that you provide to the accounting service provider or through the designated program.

12.1.4 Each month you agree to submit to us, in the form we specify and/or utilizing our Required Software, a report for the immediately preceding month. You agree to submit the report to us by whatever method that we reasonably require (whether electronically through your use of our Required Software or otherwise) for our receipt no later than the times required under Section 4.3. You agree that if you do not submit those reports to us in a timely manner, we will have the right to charge you for the costs that we incur in auditing your records.

12.2 *Financial Statements*.

12.2.1 If we require you to do so, you agree to provide us, at your expense, and in a format that we reasonably specify, a complete set of annual financial statements prepared on a review basis by an independent certified public accountant (as to whom we do not have a reasonable objection) within ninety (90) days after the end of each fiscal year of the Franchised Business during the term of this Agreement. Your financial statements must be prepared according to generally accepted accounting principles, include a fiscal year-end balance sheet, an income statement of the Franchised Business for that fiscal year reflecting all year-end adjustments, and a statement of changes in your cash flow reflecting the results of operations of the Franchised Business during the most recently completed fiscal year.

12.2.2 If required by us, no later than the 20th day after each month (or, if we elect, other periodic time period) during the term of this Agreement after the opening of the Franchised Business, you will submit to us, in a format acceptable to us (or, at our election, in a form that we have specified): **(a)** a fiscal period and fiscal year-to-date profit and loss statement and a quarterly balance sheet (which may be unaudited) for the Franchised Business; and **(b)** upon request, reports of those income and expense items of the Franchised Business that we periodically specify for use in any revenue, earnings, and/or cost summary we choose to furnish to prospective franchisees (provided that we will not identify to prospective franchisees the specific financial results of the Franchised Business).

12.2.3 You must certify as correct and true all reports and information that you submit to us pursuant to this Section 12.2.

12.2.4 You agree that upon our request, you will provide us (and/or our agents, such as our auditors) with passwords and pass codes necessary to access your computer system in order to conduct the inspections specified in this Section 12.

12.3 *Additional Information*. You also agree to submit to us (in addition to the reports required pursuant to Section 12.1), for review or auditing, such other forms, reports, records, information, and data as and when we may reasonably designate, in the form and format, and at the times and places as we may reasonably require, upon request and as specified periodically in the Manual or otherwise in writing, including: **(a)** information in electronic format; **(b)** restated in accordance with our financial reporting periods; **(c)** consistent with our then-current financial reporting periods and accounting practices and standards; and/or **(d)** as necessary so that we can comply with reporting obligations imposed upon us by tax authorities with jurisdiction over the Franchised Business and/or our company.

12.4 *Our Right to Inspect Your Books and Records*. We have the right at all reasonable times to examine, copy, and/or personally review or audit (at our expense) all of your sales receipts, books, records, and sales and income tax returns in person or through electronic access (at our option). We will also have the right, at any time, to have an independent audit made of

your books and records. If an inspection should reveal that you have understated any payments in any report to us, then this will constitute a default under this Agreement, and you agree to immediately pay us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of two percent (2%) per month (but not more than the maximum rate permitted by law, if any such maximum rate applies), and to reimburse us for any and all costs and expenses we incur in connection with the inspection (including travel, lodging and wages expenses, and reasonable accounting and legal costs). These remedies will be in addition to any other remedies we may have. We may exercise our rights under this Section 12 directly or by engaging outside professional advisors (for example, a CPA) to represent us.

12.5 *Operational Inspections*. In addition to the provisions of Section 12.4, you also grant to us and to our agents the right to enter the Approved Location at any reasonable time for the purpose of conducting inspections, for among other purposes, preserving the validity of the Proprietary Marks, and verifying your compliance with this Agreement and the policies and procedures outlined in the Manual. You agree to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or from our agents (and without limiting our other rights under this Agreement), you agree to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. You further agree to pay us our then-current per diem fee for our representative(s) and to reimburse us for our reasonable travel expenses if additional inspections at the Approved Location are required when a violation has occurred and you have not corrected the violation, or if you did not provide us with your records or access to your records upon reasonable request that is permitted under this Agreement.

13 MARKETING

13.1 *Marketing Activities and Funds*. For each month during the term of this Agreement, if we require you to do so, you agree to contribute an amount up to two percent (2%) of Gross Revenues to be allocated in the manner described in Section 13.2 (the "**Marketing Contribution**"). The Marketing Contribution is payable and/or allocated in the manner and at the times required under Section 4.3 (and as otherwise provided in this Section 13).

13.2 *Allocation and Collection*.

13.2.1 If and when we require you to make the Marketing Contribution, we have the right to allocate your Marketing Contribution in the proportion that we designate among the following:

13.2.1.1 The Brand Fund; and/or

13.2.1.2 Local marketing, which we may allocate between: **(a)** any regional marketing fund established for your area (a "**Regional Fund**") (but we are not required to establish a Regional Fund for your area); and **(b)** funds that you will spend on local marketing and promotion.

13.2.2 We have the right to periodically make changes to the allocation of the Marketing Contribution as specified in Section 13.2.1 among those funds and/or local marketing and promotion, by giving you written notice of the change, and those changes will take effect at the end of that month.

13.2.3 No part of the Marketing Contribution (whether deposited in the Brand Fund or a Regional Fund or designated for local marketing and promotional expenditures) shall be subject to refund or repayment under any circumstances.

13.3 *Brand Fund*. We have the right (but not the obligation) to establish, maintain, and administer a System wide marketing and promotional fund (the "**Brand Fund**"). If we establish the Brand Fund, then the following provisions will apply:

13.3.1 We (or our designee) will have the right to direct all marketing programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Brand Fund is intended to maximize general public recognition, acceptance, and use of the System; and that we and our designee are not obligated, in administering the Brand Fund, 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.

13.3.2 The Brand Fund, all contributions to that fund, and any of that fund's earnings, will be used exclusively to meet any and all costs of maintaining, administering, staffing, directing, conducting, preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System (including, among other things, the costs of preparing and conducting marketing and media advertising campaigns on radio, television, cable, and other media; direct mail advertising; developing and implementing website, social networking/media, search optimization, and other electronic marketing strategies; marketing surveys and other public relations activities; employing marketing personnel (including salaries for personnel directly engaged in consumer-oriented marketing functions), advertising and/or public relations agencies to assist therein; purchasing and distributing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; engaging individuals as spokespersons and celebrity endorsers; purchasing creative content for local sales materials; reviewing locally-produced ads; preparing, purchasing and distributing door hangers, free-standing inserts, coupons, brochures, and trademarked apparel; market research; conducting sponsorships, sweepstakes and competitions; engaging mystery shoppers for Goosehead Businesses and their competitors; paying association dues (including the International Franchise Association), establishing third-party facilities for customizing local advertising; purchasing and installing signage; and providing promotional and other marketing materials and services to the Goosehead Businesses operated under the System).

13.3.3 You agree to make your Marketing Contribution to the Brand Fund in the manner specified in Section 4.3. The Brand Fund may also be used to make loans (at reasonable interest rates); and to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we deem, in our sole discretion, will promote general public awareness and favorable support for the System. 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 such 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 franchisees and the System and any other purposes described in Section 13. The Brand Fund and its earnings will not otherwise inure to our benefit. We or our designee will maintain separate bookkeeping accounts for the Brand Fund.

13.3.4 The Brand Fund is not and will not be our asset. We will prepare and make available to you upon reasonable request an annual statement of the operations of the Brand Fund as shown on our books.

13.3.5 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.

13.4 *Regional Fund*. We have the right to designate any geographical area for purposes of establishing a Regional Fund to be administered and managed by us. If a Regional Fund for the geographic area in which the Franchised Business is located has been established at the time you commence operations under this Agreement, you must immediately become a member of such Regional Fund. If a Regional Fund for the geographic area in which the Franchised Business is located is established during the term of this Agreement, you will automatically become a member of such Regional Fund within thirty (30) days after the date on which a Regional Fund commences operation. In no event will you be required to join more than one Regional Fund. The following provisions will apply to each such Regional Fund:

13.4.1 Each Regional Fund will be organized and governed in a form and manner, and will commence operations on a date, that we designate.

13.4.2 Each Regional Fund will be organized for the exclusive purpose of administering regional marketing programs and developing, subject to our approval, standardized promotional materials for use by the members in regional marketing.

13.4.3 No marketing, advertising or promotional plans or materials may be used by a Regional Fund or furnished to its members without our prior approval, pursuant to the procedures and terms as set forth in Section 13.8.

13.4.4 Once you become a member of a Regional Fund, you must contribute to a Regional Fund pursuant to the allocation that we specify, as described in Section 13.2, at the time required under Section 4.3, together with such statements or reports that we, or the Regional Fund (with our prior written approval) may require. We also have the right to require that you submit your regional marketing contributions and reports directly to us for distribution to a Regional Fund.

13.4.5 A majority of the Goosehead Businesses in a Regional Fund may vote to increase the amount of each Goosehead Business's contribution to a Regional Fund by up to an additional two percent (2%) of each Goosehead Business's Gross Revenues. Voting will be on the basis of one vote per Goosehead Business, and each Goosehead Business that we operate in the region, if any, will have the same voting rights as those owned by our franchisees. You must contribute to a Regional Fund in accordance with any such vote by a Regional Fund to increase each Goosehead Business's contribution as provided in this Section 13.4.5.

13.4.6 Although each 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.

13.5 *Local Marketing and Promotion*. You must make monthly expenditures on local marketing and promotion of the Franchised Business in such amounts as we may designate in the Manual as part of the allocation of the Marketing Contribution specified in Section 13.2. As used in this Agreement, the term "**local marketing and promotion**" will consist only of the direct costs of

purchasing and producing marketing materials (including camera ready advertising and point of sale materials), marketing to referral partners, and those direct out of pocket expenses related to costs of marketing and sales promotion that you spend in your local market or area, postage, shipping, telephone, and photocopying; however, the parties expressly agree that local marketing may not include costs or expenses that you incur or that are spent on your behalf in connection with any of the following:

13.5.1 Salaries and expenses of your employees, including salaries or expenses for attendance at marketing meetings or activities, or incentives provided or offered to such employees, including discount coupons; and/or

13.5.2 Charitable or other contributions or donations.

13.6 *Materials Available for Purchase*. We may periodically make available to you for purchase, marketing plans and promotional materials, merchandising materials, sales aids, point-of-purchase materials, special promotions, community relations programs, and similar marketing and promotional materials for use in local marketing.

13.7 *Standards*. All of your local marketing and promotions must: **(a)** be in the media, and of the type and format, that we approve; **(b)** be conducted in a dignified manner; and **(c)** conform to the standards and requirements that we specify. You agree not to use any software, vendor, advertising, marketing materials, and/or promotional plans unless and until you have received our prior written approval, as specified in Section 13.8.

13.8 *Our Review and Right to Approve All Proposed Marketing*. For all proposed software, vendors, advertising, marketing, and promotional plans, you must submit to us samples of such plans and materials, for our review and prior written approval. If you have not received our written approval within fourteen (14) days after we have received those proposed samples or materials, then we will be deemed to have disapproved them. You acknowledge and agree that any and all copyright in advertising, marketing materials, and promotional plans developed by or on behalf of you will be our sole property, and you agree to sign such documents (and, if necessary, require your employees and independent contractors to sign such documents) that we deem reasonably necessary to give effect to this Section 13.8.

13.9 *Approved Marketing Programs and Promotions*. You acknowledge and agree that periodic marketing programs and promotions will, if and when we approve and adopt them, be an integral part of the System. Accordingly, you agree to honor and to participate (at your expense) in marketing programs and promotions that we establish and/or that other franchisees sponsor, so long as they do not violate regulations and laws of appropriate governmental authorities.

13.10 *Considerations as to Charitable Efforts*. You acknowledge and agree that certain associations between you and/or the Franchised Business and/or the Proprietary Marks and/or the System, on the one hand, and certain political, religious, cultural or other types of groups, organizations, causes, or activities, on the other, however well-intentioned and/or legal, may create an unwelcome, unfair, or unpopular association with, and/or an adverse effect on, our reputation and/or the goodwill associated with the Proprietary Marks. Accordingly, you agree that you will not, without our prior written consent, take any actions that are, or which may be perceived by the public to be, taken in the name of, in connection or association with you, the Proprietary Marks, the Franchised Business, us, and/or the System involving the donation of any money, products, services, goods, or other items to, any charitable, political or religious organization, group, or activity.

13.11 *Additional Marketing Expenditure Encouraged*. You understand and acknowledge that the required contributions and expenditures are minimum requirements only, and that you may (and we encourage you to) spend additional funds for local marketing and promotion, which will focus on disseminating marketing directly related to the Franchised Business.

14 TECHNOLOGY

14.1 *Computer Systems and Required Software.* With respect to computer systems and required software:

14.1.1 We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, vendors, and hardware to be used by or to operate the Franchised Business, and in accordance with our standards, including without limitation: **(a)** back office systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems ; **(b)** physical, electronic, and other security systems and measures; **(c)** printers and other peripheral devices; **(d)** archival back-up systems; **(e)** internet access mode (e.g., form of telecommunications connection) and speed; and **(f)** technology used to enhance and evaluate the client experience (collectively, all of the above are referred to as the "**Computer System**").

14.1.2 We will have the right, but not the obligation, 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 (including applications, technology platforms, client relationship management, and other such solutions) ("**Required Software**"), which you must install; **(b)** updates, supplements, modifications, or enhancements to the Required Software, which you must install; **(c)** the media upon which you must record data; and **(d)** the database file structure of your Computer System. If we require you to use any or all of the above items, then you agree that you will do so.

14.1.3 You agree to install and to use the Computer System and Required Software at your expense. You agree to pay us or third-party vendors, as the case may be, initial and ongoing fees in order to install, maintain, and continue to use the Required Software, hardware, and other elements of the Computer System.

14.1.4 You agree to implement and periodically make upgrades and other changes at your expense to the Computer System and Required Software as we may reasonably request in writing (collectively, "**Computer Upgrades**").

14.1.5 You agree to comply with all specifications that we issue with respect to the Computer System, the Required Software, and Computer Upgrades, at your expense. You agree to afford us unimpeded access to your Computer System and Required Software, including all information and data maintained thereon, in the manner, form, and at the times we request.

14.1.6 You also agree that we will have the right to approve or disapprove your use of any other technology solutions (including beacons and other tracking methodologies).

14.2 *Data*.

14.2.1 You agree that all data that you collect, create, provide, or otherwise develop on your Computer System (whether or not uploaded to our system from your system and/or

downloaded from your system to our system) is and will be owned exclusively by us, and that we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you.

14.2.2 You agree that all other data that you create or collect in connection with the System, and in connection with your operation of the Franchised Business (including client lists and transaction data), is and will be owned exclusively by us during the term of, and after termination or expiration of, this Agreement.

14.2.3 In order to operate the Franchised Business under this Agreement, we hereby license use of such data back to you, at no additional cost, solely for the term of this Agreement and for your use in connection with operating the Franchised Business. You acknowledge and agree that except for the right to use the data under this Section, you will not develop or have any ownership rights in or to the data.

14.2.4 You agree to transfer to us all data (in the digital machine-readable format that we specify, and/or printed copies, and/or originals) promptly upon our request when made, whether periodically during the term of this Agreement, upon termination and/or expiration of this Agreement, any transfer of an interest in you, and/or a transfer of the Franchised Business.

14.3 *Data Requirements and Usage*. We may periodically specify in the Manual or otherwise in writing the information you agree to collect and maintain on the Computer System used to operate the Franchised Business, and you agree to provide to us such reports as we may reasonably request from the data so collected and maintained. In addition:

14.3.1 You agree to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**").

14.3.2 You agree to comply with our standards and policies that we may issue (without any obligation to do so) pertaining to the privacy of consumer, employee, and transactional information. If there is a conflict between our standards and policies and Privacy Laws, you agree to: **(a)** comply with the requirements of Privacy Laws; **(b)** immediately give us written notice of such conflict; and **(c)** promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to privacy within the bounds of Privacy Laws.

14.3.3 You agree to not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to such policy.

14.3.4 You agree to implement at all times appropriate physical and electronic security as is necessary to secure your Computer System, including complex passwords that you change periodically, and to comply with any standards and policies that we may issue (without obligation to do so) in this regard.

14.4 *Extranet*. You agree to comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet and/or such other computer systems as we may reasonably require. The term "**Extranet**" means a private network based upon Internet protocols that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet. We may establish an Extranet (but are not required to do so or to maintain an Extranet). If we establish an Extranet, then you agree to comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting

to the Extranet, and utilizing the Extranet in connection with the operation of the Franchised Business. The Extranet may include, without limitation, the Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You agree to purchase and maintain such computer software and hardware (including telecommunications capacity) as may be required to connect to and utilize the Extranet. You agree to execute and deliver to us such documents as we may deem reasonably necessary to permit you to access the Extranet.

14.5 *No Separate Online Sites*. Unless otherwise approved by us in writing, you agree to neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to the 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 the Internet, World Wide Web, webpages, microsites, social media and networking sites (e.g., Facebook, Twitter, LinkedIn, YouTube, Google Plus, Snapchat, Pinterest, Instagram, etc.), blogs, vlogs, applications to be used on mobile devices (e.g., iOS or Android apps), and other applications, etc. (whether they are now in existence or developed at some point in the future). However, if we give you our prior written consent to have some form of separate Online Site (which we are not obligated to approve), then each of the following provisions will apply:

14.5.1 You agree that you will not establish or use any Online Site without our prior written approval.

14.5.2 Any Online Site owned or maintained by or for your benefit will be deemed "marketing" under this Agreement and will be subject to (among other things) our approval under Section 13.8.

14.5.3 Before establishing any Online Site, you agree to submit to us, for our prior written approval, a sample of the proposed Online Site domain name, format, visible content (including, without limitation, proposed screen shots, links, and other content), and non-visible content (including, without limitation, meta tags, cookies, and other electronic tags) in the form and manner we may reasonably require.

14.5.4 You may not use or modify such Online Site without our prior written approval as to such proposed use or modification.

14.5.5 In addition to any other applicable requirements, you agree to comply with the standards and specifications for Online Sites that we may periodically prescribe in the Manual or otherwise in writing (including requirements pertaining to designating us as the sole administrator or co-administrator of the Online Site).

14.5.6 If we require, you agree to establish such hyperlinks to our Online Site and others as we may request in writing.

14.5.7 If we require you to do so, you agree to make weekly or other periodic updates to your Online Site to reflect information regarding specials and other promotions at the Franchised Business.

14.5.8 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, and

we will have the right (but not the obligation) to exercise all of the rights and privileges that an administrator may exercise.

14.6 *Electronic Identifiers; E-Mail*.

14.6.1 You agree not to use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, social network or social media name or address, and/or any other identification of you and/or your business in any electronic medium without our written permission.

14.6.2 You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail, text message, and/or other electronic method without obtaining our prior written consent as to: **(a)** the content of such electronic advertisements or solicitations; and **(b)** your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you will be solely responsible for compliance with any laws pertaining to sending electronic communication including, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003") and the Federal Telephone Consumer Protection Act. The term "**electronic communication**" includes all methods for sending communication electronically, whether or not currently invented or used, including without limitation e-mails, text messages, internet-based communication, and faxes.

14.7 *Outsourcing*. You agree not to hire third-party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, and/or any other of your obligations, without our prior written approval. Our consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third-party or outside vendor's entry into a confidentiality and indemnification agreement with us and you in a form that we may reasonably provide and the third-party or outside vendor's agreement to pay for all initial and ongoing costs related to interfaces with our computer systems. The provisions of this Section are in addition to and not instead of any other provision of this Agreement. You agree not to install (and/or remove) any software or firmware from the Computer System without our prior written consent.

14.8 *Telephone Service*. You agree to use the telephone service for the Franchised Business that we may require, which may be one or more centralized vendors that we designate. You agree that we may designate, and own, the telephone numbers for the Franchised Business.

14.9 *Changes*. You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree to abide by those reasonable new standards we establish as if this Section 14 were periodically revised by us for that purpose.

14.10 *Electronic Communication – Including E-Mail, Fax, and Texts*. You acknowledge and agree that exchanging information with us by electronic communication methods is an important way to enable quick, effective, and efficient communication, and that we are entitled to rely upon your use of electronic communications as part of the economic bargain underlying this Agreement. To facilitate the use of electronic communication to exchange information, you authorize the transmission of those electronic communications by us and our employees, vendors, and affiliates (on matters pertaining to the Franchised Business) (together, "**Official Senders**") to you during the term of this Agreement.

14.10.1 In order to implement the terms of this Section 14.10, you agree that: **(a)** Official Senders are authorized to send electronic communications to those of your employees as you may occasionally designate for the purpose of communicating with us and others; **(b)** you will cause your officers, directors, members, Owners, Agency Principals, Managers, and employees (as a condition of their employment or position with you) to give their consent (in an electronic communication or in a pen-and-paper writing, as we may reasonably require) to Official Senders' transmission of electronic communication to those persons, and that such persons may not opt-out, or otherwise ask to no longer receive electronic communication, from Official Senders during the time that such person works for or is affiliated with you; and **(c)** you will not opt-out, or otherwise ask to no longer receive electronic communications, from Official Senders during the term of this Agreement.

14.10.2 The consent given in this Section 14.10 will not apply to the provision of notices by either party under this Agreement using e-mail unless the parties otherwise agree in writing signed by both parties.

14.10.3 We may permit or require you to use a specific e-mail address (or address using another communications method) (for example, one that will contain a Top Level Domain Name that we designate, such as "john.jones@goosehead.com") (the "**Permitted E-mail Address**") in connection with the operation of the Franchised Business, under the standards that we set for use of that Permitted E-mail Address. If we assign you a Permitted E-mail Address, then you agree that you (and your employees) will use only that e-mail account for all business associated with the Franchised Business.

15 INSURANCE

15.1 *Required Insurance Coverage*. Before starting any activities or operations under this Agreement, you agree to procure and maintain in full force and effect during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required under this Agreement for events having occurred during the term of this Agreement), at your expense, at least the following insurance policy or policies in connection with the Franchised Business or other facilities on premises, or by reason of the construction, operation, or occupancy of the Franchised Business or other facilities on premises. We reserve the right to require you to procure such policies from provider(s) we designate as part of a System-wide insurance program we implement. If we do not designate such provider(s), such policy or policies must be written by an insurance company or companies we have approved, having at all times a rating of at least "A-" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide) and licensed and admitted to do business in the Approved State, and must include, at a minimum (except that we may reasonably specify additional coverages and higher policy limits for all franchisees periodically in the Manual or otherwise in writing to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances), the following:

15.1.1 Commercial general liability insurance, including us, and any entity in which we have an interest and any entity affiliated with us and each of our members, managers, shareholders, directors, officers, partners, employees, servants and agents as additional insureds protecting against any and all claims for personal, bodily and/or property injury occurring in or about the Franchised Business and protecting against assumed or contractual liability under this Agreement with respect to the Franchised

Business and your operations, with such policy to be placed with minimum limits of One Million Dollars ($1,000,000) combined single limit per occurrence and One Million Dollars ($1,000,000) general aggregate per location; provided, however, that at our election, such minimum limits may be periodically increased.

15.1.2 Professional indemnity insurance providing coverage for loss or damage arising out of an act or omission by you or your employees, with a minimum of One Million Dollars ($1,000,000) of coverage for every Ten Million Dollars ($10,000,000) of annual written premium by the Franchised Business with a floor of One Million Dollars ($1,000,000) of coverage and a maximum deductible of Fifteen Thousand Dollars ($15,000) allowed.

15.1.3 Data theft and cybersecurity (a/k/a cyber risk) coverage with limits of liability not less than One Million Dollars ($1,000,000).

15.2 You may also be required to purchase the following types of insurance as required in the Manual:

15.2.1 Business automobile liability insurance, including owned, non-owned and hired car coverage providing third party liability insurance, covering all licensed vehicles owned or operated by or on behalf of you, with limits of liability not less than One Million Dollars ($1,000,000) combined single limit for both bodily injury and property damage.

15.2.2 Statutory workers' compensation insurance and employer's liability insurance for a minimum limit equal to at least the greater of One Hundred Thousand Dollars ($100,000) or the amounts required by your umbrella carrier, as well as such other disability benefits type insurance as may be required by statute or rule of the Approved State.

15.2.3 Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages (commercial general liability, comprehensive automobile liability, and worker's compensation insurance and employer's liability insurance) to not less than Two Million Dollars ($2,000,000) total limit of liability. Such umbrella liability must provide at a minimum those coverages and endorsements required in the underlying policies.

15.2.4 Property insurance providing coverage for direct physical loss or damage to real and personal property for all risk perils, including the perils of flood and earthquake. Appropriate coverage must also be provided for business interruption/extra expense exposures, written on an actual loss sustained basis. The policy or policies must value property (real and personal) on a new replacement cost basis without deduction for depreciation and the amount of insurance must not be less than ninety percent (90%) of the full replacement value of the Franchised Business, its furniture, fixtures, equipment, and stock (real and personal property). Any deductibles contained in such policy will be subject to our review and approval. If your Approved Location is located in a flood zone other than B, C or X, as determined by the Federal Emergency Management Agency, you must also obtain flood insurance coverage in the amount of the lesser of ninety percent (90%) of the replacement cost or the maximum coverage available from the National Flood Insurance Program.

15.2.5 Any other insurance coverage that is required by the Manual or federal, state, or municipal law.

15.3 *Endorsements*. All policies listed in Sections 15.1 and 15.2 (unless otherwise noted below) must contain such endorsements as will, periodically, be provided in the Manual. All policies must waive subrogation as between us (and our insurance carriers) and you (and your insurance carriers).

15.4 *Notices to Us*. In the event of cancellation, material change, or non-renewal of any policy, sixty (60) days' advance written notice must be provided to us.

15.5 *Construction Coverages*. In connection with all significant construction, reconstruction, or remodeling of the Franchised Business during the term of this Agreement, you agree to require the general contractor, its subcontractors, and any other contractor, to effect and maintain at general contractor's and all other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth in the Manual, all written by insurance or bonding companies that we have approved, having a rating as set forth in Section 15.1.

15.6 *Other Insurance Does Not Impact your Obligation*. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified will not be limited in any way by reason of any insurance that we may maintain, nor will your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 21.4. Additionally, the requirements of this Section 15 will not be reduced, diminished, eroded, or otherwise affected by insurance that you carry (and/or claims made under that insurance) for other businesses, including other Goosehead Businesses that you (and/or your affiliates) operate under the System.

15.7 *Additional Named Insured*. All public liability and property damage policies except workers' compensation must list us as an additional named insured, and must also contain a provision that we, although named as an insured, will nevertheless be entitled to recover under said policies on any loss occasioned to us (and/or our affiliates), agents, or employees by reason of the negligence of you (and/or your affiliates), your agents or employees.

15.8 *Certificates of Insurance*. At least thirty (30) days before the time you are first required to carry any insurance under this Agreement, and from then on, and at least thirty (30) days before the expiration of any such policy, you agree to deliver to us certificates of insurance evidencing the proper coverage with limits not less than those required under this Agreement. All certificates must expressly provide that we will receive at least thirty (30) days' prior written notice if there is a material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. Additional certificates evidencing the insurance required by Sections 15.1 and 15.2 must name us, and each of our affiliates, directors, agents, and employees, as additional insured parties, and must expressly provide that any interest of same therein will not be affected by any breach by you of any policy provisions for which such certificates evidence coverage.

15.9 *Proof of Coverage*. In addition to your obligations under Section 15.8, on the first anniversary of the Commencement Date, and on each subsequent anniversary of the Commencement Date, you agree, as required by the Manual, to provide us with proof of insurance evidencing the proper coverage with limits not less than those required under this Agreement, in such form as we may reasonably require.

15.10 *Coverages are Minimums*. You acknowledge and agree that the specifications and coverage requirements in this Section 15 are minimums, and that we recommend that you review these with your own insurance advisors to determine whether additional coverage is warranted in the operation of the Franchised Business.

15.11 *Changes*. We will have the right, periodically, to make such changes in minimum policy limits and endorsements as we may determine are necessary or appropriate; provided, however, all changes will apply to all of our franchisees who are similarly situated.

16 TRANSFER OF INTEREST

16.1 *By Us*. We will have the right to transfer or assign this Agreement and all or any part of our rights or obligations under this Agreement to any person or legal entity, and any assignee of us, which assignee will become solely responsible for all of our obligations under this Agreement from the date of assignment.

16.2 *Your Owners*. You represent and warrant to us that if you are an entity, then each party that directly or indirectly holds any interest whatsoever in you (each, an "**Owner**"), and the interest that each Owner directly or indirectly holds in you, is identified in Exhibit B to this Agreement. You represent and warrant to us, and agree, that your Owners are accurately set forth on Exhibit B to this Agreement, and you also agree not to permit the identity of those Owners, or their respective interests in you, to change without complying with this Agreement.

16.3 *Owners*. We will have a continuing right to designate any person or entity that owns a direct or indirect interest in you as an Owner, and Exhibit B will be so amended automatically upon written notice to you.

16.4 *By You*. You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted the Franchised Business in reliance on your (or your Agency Principal's) business skill, financial capacity, and personal character. Accordingly:

16.4.1 You agree not to make a transfer (and not to permit any other party to make a transfer) without our prior written consent.

16.4.1.1 As used in this Agreement, the term "**transfer**" is agreed to mean any sale, assignment, conveyance, pledge, encumbrance, merger, creation of a security interest in, and/or giving away of any direct or indirect interest in: **(a)** this Agreement; **(b)** you; **(c)** any or all of your rights and/or obligations under this Agreement; and/or **(d)** all or substantially all of the assets of the Franchised Business.

16.4.1.2 Any purported assignment or transfer not having our prior written consent as required by this Section 16 will be null and void and will also constitute a material breach of this Agreement, for which we may immediately terminate this Agreement without opportunity to cure, pursuant to Section 17.2.5.

16.4.2 If you are an entity (other than a partnership or a limited liability partnership), then you agree that: **(a)** without our prior written approval, you will not issue any voting securities or interests, or securities or interests convertible into voting securities; and **(b)** the recipient of any such security or other interest will become an Owner under this Agreement, if we designate them as such.

16.4.3 If you are a partnership or limited liability partnership, then the partners of that partnership will not, without our prior written consent, admit additional general partners, remove a general partner, or otherwise materially alter the powers of any general partner. Each general partner in such a partnership will automatically be deemed to be an Owner.

16.4.4 Owners must not, without our prior written consent, transfer, pledge, and/or otherwise encumber their interest in you.

16.5 *Transfer Conditions*. We will not unreasonably withhold any consent required by Section 16.4; provided, if you propose to transfer your obligations under this Agreement or any material asset, or if any party proposes to transfer any direct or indirect interest in you, then we will have the right to require that you satisfy any or all of the following conditions before we grant our approval to the proposed transfer:

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.

16.5.2 The transferee will be designated as an Owner in accordance with this Agreement, and each transferee who is designated an Owner must enter into a written agreement, in a form satisfactory to us, agreeing to be bound as an Owner under the terms of this Agreement as long as such person or entity owns any interest in you; and, if your obligations were guaranteed by the transferor, the Owner must guarantee the performance of all such obligations in writing in a form satisfactory to us.

16.5.3 The proposed new Owners (after the transfer) must meet our educational, managerial, and business standards; each must possess a good moral character, business reputation, and credit rating; have the aptitude and ability to operate the Franchised Business, as may be evidenced by prior related business experience or otherwise; and have adequate financial resources and capital to operate the Franchised Business.

16.5.4 We will have the right to require that the transferee execute, for a term ending on the expiration date of this Agreement, the then-current form of our franchise agreement, and such other ancillary agreements that we may require for the Franchised Business, and those agreements will supersede this Agreement and its ancillary documents in all respects (except with respect to the renewal provisions of the new franchise agreement, which will not supersede Section 2), and the terms of which may differ from the terms of this Agreement including, without limitation, a higher percentage Royalty Fee and Marketing Contribution.

16.5.5 If we request, then you must conform to the then-current standards and specifications of new Goosehead Businesses then-being established in the System, and you agree to complete the requirements specified in Section 8 within the time period that we specify.

16.5.6 You agree to pay in full all of your monetary obligations to us and to our affiliates, and to all vendors (whether arising under this Agreement or otherwise), and you must not be otherwise in default of any of your obligations under this Agreement (including your reporting obligations).

16.5.7 The transferor must remain liable for all of the obligations to us in connection with the Franchised Business that arose before the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and must execute any and all instruments that we reasonably request to evidence such liability.

16.5.8 An Owner of the transferee whom we designate to be a new Agency Principal, and those of the transferee's Managers and employees as we may require, must successfully complete (to our satisfaction) all training programs that we require upon such terms and conditions as we may reasonably require. We will not charge a fee for attendance at such training program for the transferee's new Agency Principal and Manager. However, we reserve the right to charge the transferee our then-current per diem training charges, and/or require a deposit, for any training that we provide. The transferee will be responsible for the salary and all expenses of the person(s) that attend training.

16.5.9 You agree to pay us a transfer fee to compensate us for our legal, accounting, training, and other expenses incurred in connection with the transfer. The transfer fee will be in an amount equal to Five Thousand Dollars ($5,000) if you complete a transfer to another franchisee currently operating within the System with an Agency Principal or Manager that has successfully completed all of our training programs then in effect. If you complete a transfer to an individual or entity not currently operating within the System or not operating within the System with an Agency Principal or Manager that has successfully completed all of our training programs then in effect, then the transfer fee shall be Forty Thousand Dollars ($40,000) if the transferred Franchised Business is to be operated in Texas, Oklahoma, or Louisiana, or Twenty-Five Thousand Dollars ($25,000) if the transferred Franchised Business is to be operated outside of Texas, Oklahoma, or Louisiana. If any party has engaged a broker with respect to the transfer, you must also pay (or ensure the buyer's payment of) any applicable commission to the broker in connection with the transfer. 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)** if we determine, in our sole discretion, that the transfer is for the convenience of ownership; **(b)** to approved members of transferor's immediate family; or **(c)** to an individual employed by you (and approved by us) in connection with the Franchised Business for at least twenty-four (24) consecutive months before the transfer. The waiver of a transfer fee for certain transfers does not waive any other requirements of this Section 16, including, without limitation, the requirement that all transferees obtain our approval and meet our standards as described in Section 16.5.3.

16.5.10 The transferor must acknowledge and agree that the transferor will remain bound by the covenants contained in Section 19.

16.5.11 If the approved transfer involves the sale of all or any part of your book of insurance business (including Net Revenues payable in connection with that business) to an individual or entity not currently operating within the System or not operating within the System with a Manager or Agency Principal that has successfully completed all of our training programs then in effect, then upon completion of the transfer the transferee must enter into the then-current form of our franchise agreement, and such other ancillary agreements that we may require for the Franchised Business.

16.6 *Death or Incapacity*. Upon the death or mental incapacity of any person with an interest in this Agreement, the Franchisee, the Franchised Business, or in all or substantially all of the assets of the Franchised Business:

16.6.1 The executor, administrator, or personal representative of such person will transfer such interest to a third-party approved by us within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as any *inter vivos* transfer. In the

case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 16, the executor, administrator, or personal representative of the decedent will transfer the decedent's interest to another party approved by us within a reasonable time, which disposition will be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, we may terminate this Agreement, pursuant to Section 17.2. Any transfer subject to this Section which is made in accordance with a succession plan approved in advance by us will be deemed approved for the purposes of this Section. We will not unreasonably withhold any approvals required by this Section 16.6.

16.6.2 We will have the right, but not the obligation, to take such steps as are necessary to manage the Franchised Business until such time as a transfer can be completed pursuant to Section 16.6.1. You further grant to us the right to receive a reasonable fee for such services and reimbursement for our expenses in connection with such services.

16.6.3 *Our Right to Purchase Business Upon Death or Incapacity*.

16.6.3.1 If the transfer of interest described in Section 16.6.1 has not occurred within six (6) months after such death or mental incapacity, we will have the option, but not the obligation, to purchase your interest in the Franchised Business. Such interest may include your economic interest in the book of business for the Franchised Business, and furniture, fixtures, equipment and the rights under the lease for the Approved Location. We may elect not to include the furniture, fixtures, equipment and the rights under the lease for the Approved Location in that purchase. If we intend to exercise this option, we will notify you (or your appropriate legal representative) within thirty (30) days of the date we learn of such death or mental incapacity.

16.6.3.2 For assets other than furniture, fixtures or equipment and the rights under the lease for the Approved Location, the purchase price will be an amount equal to one and one-half times the Net Revenues received by the Franchised Business during the twelve (12) month period immediately preceding the closing of the purchase of the assets by us, but if we re-sell the assets purchased under this Section within six (6) months of our purchase, the purchase price will be calculated to be ninety percent (90%) of the price for which we re-sell the assets (if more than the original purchase price). The purchase price will be reduced by any current and long-term liabilities of the Franchised Business assumed by us and any amounts due to us from you at the time of sale. The purchase price for furniture, fixtures, equipment and the rights under the lease for the Approved Location (if we elect to purchase these assets) will be the fair market value as you and we agree. If we and you cannot agree on the fair market value of such furniture, fixtures, equipment or the rights under the lease for the Approved Location, each party will select an independent appraiser who will each provide a written appraisal of such furniture, fixtures, equipment or rights under the lease for the Approved Location and we may elect to exercise the option granted hereunder by paying to you the average of the two appraisals. We will pay the purchase price to you in twenty-four (24) equal, monthly installments following the purchase, provided that you are in full compliance with the covenants contained in this Agreement. If, at any time during the twenty-four (24) months following our purchase of your assets, as described

above, you breach any covenant contained in this Agreement (or any other agreement between you and us), our obligation to pay the monthly installments will immediately cease.

16.6.3.3 We may elect to exercise our option to purchase your interest in the Franchised Business by sending written notice of the election to you (or your appropriate legal representative). The election may exclude the purchase of the furniture, fixtures, equipment and rights under the lease for the Approved Location. The closing of the sale will occur within thirty (30) days after we exercise our option to purchase the Franchised Business or such later date as may be necessary to comply with applicable bulk sales or similar laws. At closing, we and you agree to sign and deliver all documents necessary to vest title in the assets purchased by us free and clear of all liens and encumbrances, except any assumed by us and/or to effectuate assignment of the lease for the Approved Location. You must cooperate fully and use your best efforts to acquire the landlord's approval of the assignment of the lease for the Approved Location to us, if necessary. If the lease for the Approved Location cannot be assigned to us, you will agree to sublease the Approved Location to us on all the same terms and conditions as are contained in your lease and will cooperate fully and use your best efforts to acquire the landlord's approval of the sublease, if necessary. We reserve the right to assign our option to purchase the Franchised Business or designate a substitute purchaser of the Franchised Business.

16.7 *Consent to Transfer*. Our consent to a transfer that is the subject of this Section 16 will not constitute a waiver of any claims that we may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

16.8 *No Transfers to a Non-Franchisee Party to Operate a Similar Business*. You will not transfer or attempt to transfer any or all of the Franchised Business to a third-party who will operate a similar business but not under the System and the Proprietary Marks, and not under a franchise agreement with us.

16.9 *Bankruptcy Issues*. If you or any person holding any interest (direct or indirect) in you become a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of you, your obligations, and/or rights under this Agreement, any material assets of yours, and/or any indirect or direct interest in you will be subject to all of the terms of this Section 16, including without limitation the terms of Sections 16.4 and 16.5.

16.10 *Securities Offers*. All materials for an offering of stock, ownership, and/or partnership interests in you or any of your affiliates that are required by federal or state law must be submitted to us for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering must be submitted to us for such review before their use.

16.10.1 You agree that: **(a)** no offering by you or any of your affiliates may imply (by use of the Proprietary Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities or your affiliates' securities; **(b)** our review of any offering will be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); and **(c)** we will have the right, but not

obligation, to require that the offering materials contain a written statement that we require concerning the limitations in this Section 16.10.

16.10.2 You (and the offeror if you are not the offering party), your Owners, and all other participants in the offering must fully indemnify us and all of the Franchisor Parties (as defined in Section 21.5.2) in connection with the offering.

16.10.3 For each proposed offering, you agree to pay us a non-refundable fee of Ten Thousand Dollars ($10,000) or such greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering.

16.10.4 You agree to give us written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 16.10 commences. Any such offering will be subject to all of the other provisions of this Section 16, including without limitation the terms set forth in Sections 16.4 and 16.5; and further, without limiting the foregoing, it is agreed that any such offering will be subject to our approval as to the structure and voting control of the offeror (and you, if you are not the offeror) after the financing is completed.

16.10.5 You also agree that after your initial offering, described above, for the remainder of the term of the Agreement, you will submit to us for our review and prior written approval all additional securities documents (including periodic reports, such as quarterly, annual, and special reports) that you prepare and file (or use) in connection with any such offering. You agree to reimburse us for our reasonable costs and expenses (including legal and accounting fees) that we incur in connection with our review of those materials.

17 DEFAULT AND TERMINATION

17.1 *Automatic*. If any one or more of the following events take place, then you will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to you: **(a)** if you become insolvent (meaning, you are unable to pay your debts as they fall due in the usual course of business) or make a general assignment for the benefit of creditors; **(b)** if a bill in equity or other proceeding for the appointment of a receiver for you or another custodian for your business or assets is filed and consented to by you; **(c)** if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; **(d)** if proceedings for a composition with creditors under any state or federal law is instituted by or against you; **(e)** if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal or a supersedeas bond is filed); **(f)** if you are dissolved or if execution is levied against your business or property; **(g)** if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against you and not dismissed within thirty (30) days; and/or **(h)** if the real or personal property of the Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable.

17.2 *With Notice.* If any one or more of the following events occur, then you will be in default under this Agreement, and we will have the right to terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon the delivery or attempted delivery of our written notice to you:

17.2.1 If you do not obtain an Approved Location for the Franchised Business within the time limits specified under Section 1.2, or if you do not construct and open the Franchised

Business within the time limits specified in Sections 5.1 and 8.2, and within the requirements specified in Sections 5 and 8.2;

17.2.2 If you at any time cease to operate or otherwise abandon the Franchised Business for ten (10) consecutive business days (during which you are otherwise required to be open, and without our prior written consent to do so), or lose the right to possession of or access to the premises, at the Approved Location, or otherwise forfeit the right to transact business in the Approved State (however, if through no fault of yours, the premises are damaged or destroyed by an event such that you cannot complete repairs or reconstruction within ninety (90) days thereafter, then you will have thirty (30) days after such event in which to apply for our approval to relocate and/or reconstruct the premises, which approval we will not unreasonably withhold);

17.2.3 If you or any of your Owners, Agency Principals or Managers are charged with or convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein;

17.2.4 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business;

17.2.5 If you or any of your Owners purport to transfer any rights or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section 16;

17.2.6 If you fail to comply with the requirements of Section 19;

17.2.7 If, contrary to the terms of Sections 10 or 11, you (whether or not through the actions or omissions of your Owners, Agency Principals, Managers, employees, agents or representatives) disclose or divulge the contents of the Manual or other Confidential Information;

17.2.8 If an approved transfer of an interest in you is not completed within a reasonable time, as required by Section 16.6;

17.2.9 If you (whether or not through the actions or omissions of your Owners, Agency Principals, Managers, employees, agents or representatives) knowingly maintain false books or records, or submit any false reports (including information provided as part of your application for the Franchised Business) to us;

17.2.10 If you commit three (3) or more defaults under this Agreement in any fifty-two (52) week period, whether or not each such default has been cured after notice;

17.2.11 If, after receipt of notice from us, you or your Owners, Agency Principals, Managers or employees continue to sell or use any products or services from or in the Franchised Business that are not Approved Insurance Products or Approved Products and Services;

17.2.12 If you or your Owners, Agency Principals, Managers or employees engage in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice, or if you allow any of your employees to operate dishonestly or carelessly;

17.2.13 If you or your Owners, Agency Principals, Managers or employees misuse or misappropriate login information for access to the Computer System, Required Software, or the websites or databases of Approved Carriers or Approved Suppliers;

17.2.14 If an Approved Carrier terminates its ongoing business relationship with you, your Agency Principals or your Managers for cause;

17.2.15 If you or your Agency Principals or Managers fail to maintain the insurance licenses required to sell or service property and casualty insurance;

17.2.16 If you or your Agency Principals or Managers fail to successfully complete any required training programs to our reasonable satisfaction;

17.2.17 If the Franchised Business uses or sells any Prohibited Insurance Products or any Prohibited Products and Services;

17.2.18 If you make or permit any of your Owners, Agency Principals, Managers or employees to make any unauthorized or improper use of the Proprietary Marks, if you use or permit any of your Owners, Agency Principals, Managers or employees to use the Proprietary Marks in a manner that we do not permit (whether under this Agreement and/or otherwise) or that is inconsistent with our direction, or if you or any of your Owners, Agency Principals, Managers or employees directly or indirectly contest the validity of our ownership of the Proprietary Marks, our right to use and to license others to use the Proprietary Marks, or seek to (or actually do) register any of the Proprietary Marks with any agency (public or private) for any purpose without our prior written consent to do so;

17.2.19 If you or your Owners, Agency Principals, Managers or employees violate our External Communications and Media Policy, as set forth in the Manual; and/or

17.2.20 If the Franchised Business is placed in default status pursuant to Section 8.15, and you fail to cure the default.

17.3 *With Notice and Opportunity to Cure*.

17.3.1 Except as otherwise provided in Sections 17.1 and 17.2, if you are in default of your obligations under this Agreement or the Manual, then we may terminate this Agreement by giving you written notice of termination stating the nature of the default at least thirty (30) days before the effective date of termination (or ten (10) days before the effective date of termination for **(i)** any failure to pay the Initial Franchise Fee or an installment thereof, **(ii)** any failure to pay any amount due to us under this Agreement, or **(iii)** any failure to timely enter information into the agency management system as required by the Manual). You may, however, avoid termination by: **(a)** immediately initiating a remedy to cure such default; **(b)** curing such default to our satisfaction; **(c)** promptly (within ten (10) days) providing written notice to us that you will cure such default; and **(d)** promptly providing proof of the cure to us, all within the thirty (30) day period (or ten (10) day period, as applicable). If you do not cure any such default within the specified time (or such longer period as applicable law may require) or provide us with written notice that you will cure such default, then this Agreement will terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period (or ten (10) day period, or such longer period as applicable law may require).

17.3.2 If you are in default under the terms of any other franchise agreement or other contract between you (and/or your affiliates) and us (and/or our affiliates), that will also constitute a default under Section 17.3.1.

17.4 *Bankruptcy*. If, for any reason, this Agreement is not terminated pursuant to this Section 17, and the Agreement is assumed, or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of the Agreement is contemplated, pursuant to the U.S. Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: **(a)** the name and address of the proposed assignee; and **(b)** all of the terms and conditions of the proposed assignment and assumption; must be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of the Agreement; and, in any event, within ten (10) days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will then have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an assignment of the Agreement to us upon the same terms and conditions, and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions that may be payable by you out of the consideration to be paid by such assignee for the assignment of the Agreement.

17.5 *Our Rights Instead of Termination*. If we are entitled to terminate this Agreement in accordance with Sections 17.2 or 17.3, we will also have the right to take any lesser action instead of terminating this Agreement.

17.6 *Reservation of Rights under Section 17.5*. If any rights, options, or arrangements are terminated or modified in accordance with Section 17.5, such action will be without prejudice to our right to terminate this Agreement in accordance with Sections 17.2 or 17.3, and/or to terminate any other rights, options or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

17.7 *Damages*. You agree that you will pay us all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses), that we incur as a result of any default by you under this Agreement and any other agreement between the parties (and their respective affiliates) (in addition to other remedies that we may have).

17.8 *Requested Termination*. You will have the right, prior to you, your Agency Principal, your Manager, or any of your employees beginning the initial training program described in Section 6.2.1 (including the online training component), to elect to terminate this Agreement upon written notice to us. If you elect to terminate this Agreement pursuant to this Section 17.8, you agree to enter into a termination agreement with us in the form we require, which will include a mutual release, excluding your obligations under Section 11, 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 Owners (and any other parties that we reasonably request) must also sign and deliver such release to us.

18 OBLIGATIONS UPON TERMINATION, NON-RENEWAL, OR EXPIRATION

Upon termination, non-renewal or expiration of this Agreement, all rights granted under this Agreement to you will immediately terminate, and all of the following will take effect:

18.1 *Cease Operation*. You agree to: **(a)** immediately and permanently stop operating the Franchised Business; and **(b)** never directly or indirectly represent to the public that you are a present franchisee of ours.

18.2 *Stop Using Marks and Intellectual Property*. You agree to immediately and permanently cease to use, in any manner whatsoever, all aspects of the System, including any confidential methods, procedures and techniques associated with the System, the mark "Goosehead Insurance" and any and all other Proprietary Marks, distinctive forms, slogans, signs, symbols, and devices associated with the System, and any and all other intellectual property associated with the System. Without limiting the foregoing, you agree to stop making any further use of any and all signs, marketing materials, displays, stationery, forms, and any other articles that display the Proprietary Marks.

18.3 *Cancel Assumed Names*. You agree to take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Goosehead" or "Goosehead Insurance" and any and all other Proprietary Marks, and/or any other service mark or trademark of ours, and you will give us evidence that we deem satisfactory to provide that you have complied with this obligation within five (5) days after termination or expiration of this Agreement.

18.4 *Premises*. We will have the right (but not the obligation) to require you to assign to us any interest that you (and/or your affiliates) may have in the lease or sublease for the Approved Location and/or the premises at the Approved Location.

18.4.1 If we do not elect or if we are unable to exercise any option we may have to acquire the lease or sublease for the premises of the Franchised Business, or otherwise acquire the right to occupy the premises, you will make such modifications or alterations to the premises operated under this Agreement (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Goosehead Businesses, and must make such specific additional changes thereto as we may reasonably request for that purpose. In addition, you will cease use of all telephone numbers and any domain names, websites, e-mail addresses, and any other print and online identifiers, whether or not authorized by us that you used to operate the Franchised Business, and must promptly execute such documents or take such steps necessary to remove reference to the Franchised Business from all trade or business directories, including online directories, or at our request transfer same to us.

18.4.2 If you fail or refuse to comply with all of the requirements of this Section 18.4, then we (or our designee) will have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at your cost, which expense you agree to pay upon demand.

18.5 *Our Option to Buy Your Assets*. Within thirty (30) days after the expiration or non-renewal of this Agreement, we shall buy from you (and/or your affiliates) your economic interest in the Franchised Business. We may elect in our sole discretion (but are not required) to include the

furniture, fixtures, equipment and the rights under the lease for the Approved Location in that purchase. We are not obligated to purchase the assets of the Franchised Business under any other circumstances, but we may offer to do so in our sole discretion.

18.5.1 For assets other than furniture, fixtures or equipment and the rights under the lease for the Approved Location, the purchase price will be an amount equal to one and one-half (1½) times the Net Revenues received by the Franchised Business during the twelve (12) month period immediately preceding the closing of the purchase of the assets by us. The purchase price will be reduced by any current and long-term liabilities of the Franchised Business assumed by us and any amounts due to us from you at the time of sale. The purchase price for furniture, fixtures, equipment and the rights under the lease for the Approved Location (if we elect to purchase these assets) will be the fair market value as you and we agree. If we and you cannot agree on the fair market value of such furniture, fixtures, equipment or the rights under the lease for the Approved Location, each party will select an independent appraiser who will each provide a written appraisal of such furniture, fixtures, equipment or rights under the lease for the Approved Location, and we may elect to exercise the option granted hereunder by paying to you the average of the two appraisals. The total purchase price will be for the assets of the Franchised Business that we elect to purchase, which may not include the furniture, fixtures, equipment and rights under the lease for the Approved Location. We will pay the purchase price to you in twenty-four (24) equal, monthly installments following the purchase, provided that you are in full compliance with the covenants contained in this Agreement. If, at any time during the twenty-four (24) months following our purchase of your assets, as described above, you breach any covenant contained in this Agreement (or any other agreement between you and us), our obligation to pay the monthly installments will immediately cease. We have the right to offset amounts that you owe to us against any payment that we may be required to make pursuant to this Section 18.5.

18.5.2 Subject to our payment of the purchase price in installments as noted above, the closing of the sale will occur within thirty (30) days after we exercise our option to purchase the Franchised Business or such later date as may be necessary to comply with applicable bulk sales or similar laws. At closing, we and you agree to sign and deliver all documents necessary to vest title in the assets purchased by us free and clear of all liens and encumbrances, except those assumed by us. We reserve the right to assign our repurchase rights described above or designate a substitute purchaser of the Franchised Business.

18.6 *No Use of the Marks in Other Businesses*. You agree, if you continue to operate or subsequently begin to operate any other business, that you will not use any reproduction, counterfeit copy, and/or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute our rights in and to the Proprietary Marks. You further agree not to use, in any manner whatsoever, any designation of origin, description, trademark, service mark, or representation that suggests or implies a past or present association or connection with us, the System, the equipment, and/or the Proprietary Marks.

18.7 *Pay All Sums Due*. You agree to immediately pay all sums owing to us and our affiliates (regardless of whether those obligations arise under this Agreement or otherwise). In the event of termination for any of your defaults, those sums will include 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 such default.

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 obtaining 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.

18.9 *Return Confidential Information*. You agree to immediately return to us the Manual, and all other manuals, records, and instructions containing Confidential Information (including, without limitation, any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be our property.

18.10 *Right to Enter and Continue Operations*. In order to preserve the goodwill of the System following termination, we (or our designee) will have the right to enter the Franchised Business (without liability to you, your Owners, or otherwise) for the purpose of continuing the Franchised Business's operation and maintaining the goodwill of the business.

18.11 *Lost Future Royalties*. If we terminate this Agreement based on your violation of Sections 11, 17.2, 17.3, or 19, or if you abandon or otherwise cease to operate the Franchised Business, in addition to all other amounts due to us under this Agreement, you agree to pay to us, as liquidated damages, an amount calculated as follows: **(a)** the average of your monthly Royalty Fees that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of any notice of default (or, if you have been operating for less than twelve (12) months, the average of your monthly Royalty Fees for the number of months you have operated the Franchised Business); and **(b)** multiplied by the lesser of thirty-six (36) or the number of months remaining in the then-current term of this Agreement under Section 2.

18.12 *Our Rights.* You agree not to do anything that would potentially interfere with or impede the exercise of our rights under this Section 18.

18.13 *Offsets*. We have the right to offset amounts that you owe to us against any payment that we may be required to make under this Agreement.

19 COVENANTS

19.1 *Full Time Efforts*. You agree that during the term of this Agreement, except as we have otherwise approved in writing, you (or your Agency Principal or Manager) will devote full time, energy, and best efforts to the management and operation of the Franchised Business.

19.2 *Understandings*.

19.2.1 You acknowledge and agree that: **(a)** pursuant to this Agreement, you will have access to valuable trade secrets, specialized training and Confidential Information from us and our affiliates regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; **(b)** the System and the opportunities, associations and experience we have established and that you will have access to under this Agreement are of substantial and material value; **(c)** in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; **(d)** we would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among franchisees in our system

if franchisees were permitted to hold interests in Competitive Businesses; and **(e)** restrictions on your right to hold interests in, or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder your activities.

19.2.2 As used in this Section 19, the term "**Competitive Business**" is agreed to mean 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 of this Agreement.

19.3 *Covenant Not to Compete or Engage in Injurious Conduct.* Accordingly, you covenant and agree that, during the term of this Agreement and for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16, you will not directly, indirectly, for yourself, or through, on behalf of, or in conjunction with any party, in any manner whatsoever, own, maintain, develop, operate, join, engage in, act as a consultant to, franchise or license, make loans to, lease real or personal property to, be associated with, accept any compensation or remuneration from, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business or otherwise Compete against us or our affiliates. During the term of this Agreement, there is no geographical limitation on the restrictions set forth herein. During the two (2) year period following the expiration, non-renewal, or earlier termination of this Agreement, or a transfer as contemplated under Section 16, these restrictions will apply within a twenty-five (25) mile radius from the Approved Location from which you were operating the Franchised Business at the time of termination, expiration, non-renewal or transfer (the "**Restricted Area**"). These restrictions will not apply to businesses that you operate that we (or our affiliates) have franchised to you pursuant to a valid franchise agreement. The term "**Compete**" shall mean any of the following: **(1)** writing or selling insurance policies (i) to any person that resides within the Restricted Area or (ii) that apply to or cover any real, personal, or commercial property located within the Restricted Area; **(2)** receiving any compensation or remuneration associated with any personal or commercial insurance lines policies (i) for any person that resides within the Restricted Area or that covers any real, personal or commercial property located within the Restricted Area or (ii) sold or serviced by any Competitive Business operating in the Restricted Area; and **(3)** soliciting or accepting business from Referral Sources located within the Restricted Area.

19.4 *Restriction on Soliciting Clients and Prospective Clients.* You agree that during the term of this Agreement, you will not attempt to call on, solicit, accept business from, or take away any clients or Prospective Clients of the Franchised Business or of us or our affiliates for the benefit of any person or entity outside the System. You further agree that you will not call on, solicit, accept business from, or take away for the benefit of yourself or any other person or entity, any Prospective Clients or clients of the Franchised Business or of us or our affiliates, that you worked with or serviced in any capacity or that you received any confidential or proprietary information about, regarding the sale or other offer of products or services similar to those provided by the Franchised Business, for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16. The term "**Prospective Client**" includes any person or entity that received a quote for insurance from the Franchised Business, or any person or entity whose information was provided to the Franchised Business, at any time during the six (6) month period preceding the termination, expiration, non-renewal or transfer of the Agreement.

19.5 *Restriction on Soliciting other Goosehead Franchises*. You agree that you will not call on, solicit, or take away for the benefit of yourself or any other person or entity any franchises in the System during the term of this Agreement and for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16.

19.6 *Restriction on Soliciting Referral Sources*. You agree that during the term of this Agreement, and for a continuous period of two (2) years after the non-renewal, expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 you will not attempt to call on, solicit, accept leads or business from, utilize, or take away any Referral Sources relating to the sale of insurance products for the benefit of any person or entity outside the System. "**Referral Sources**" include any mortgage specialist or professional, mortgage banker, loan officer, real estate agent, or any other person employed by or working in any capacity with any entity that has provided two (2) or more referrals to you or the Franchised Business or to us or our affiliates of clients who successfully purchased Approved Insurance Products during the twenty-four (24) month period prior to the termination, expiration, non-renewal or transfer of this Agreement with whom you had contact as a result of or through the operation of the Franchised Business.

19.7 *Approved Location*. You further covenant and agree that, for a continuous period of two (2) years after the expiration of this Agreement, the non-renewal of this Agreement, the termination of this Agreement, and/or a transfer as contemplated in Section 16 you will not directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease, and/or transfer the Approved Location to any person, firm, partnership, corporation, or other entity that you know, or have reason to know, intends to operate a Competitive Business at the Approved Location. You agree that, by the terms of any conveyance, selling, assigning, leasing or transferring your interest in the Approved Location, you shall include these restrictive covenants as necessary to ensure that a Competitive Business that would violate this Section is not operated at the Approved Location for this two-year period, and you will take all steps necessary to ensure that these restrictive covenants become a matter of public record.

19.8 *Periods of Non-Compliance*. Any period of non-compliance with the requirements of this Section 19, whether such non-compliance takes place after termination, expiration, non-renewal, and/or a transfer, will not be credited toward satisfying the two (2) year obligation specified above.

19.9 *Publicly-Held Entities*. Section 19.3 will not apply to your ownership of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this Agreement, the term "**publicly-held corporation**" will be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

19.10 *Personal Covenants*. You agree to require and obtain execution of covenants similar to those set forth in Sections 9.3, 11, 16, 18, and this Section 19 (as modified to apply to an individual), from your Agency Principals, Managers, employees and other managerial and/or executive staff, as well as your Owners. The covenants required by this Section must be in the forms provided in Exhibit D to this Agreement. If you do not obtain execution of the covenants required by this section and deliver to us those signed covenants, that failure will constitute a default under Section 17.2.6.

19.11 *Construction*. The parties agree that each of the foregoing covenants in this Section will be construed as independent of any other covenant or provision of this Agreement. We have the

right to reduce in writing the scope of any part of this Section 19 and, if we do so, you agree to comply with the obligations as we have reduced them.

19.12 *Claims Not a Defense*. You agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 19. You agree to pay all costs and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in connection with the enforcement of this Section 19.

19.13 *Covenant as to Anti-Terrorism Laws*. You and the Owners agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws. In connection with such compliance, you and the Owners certify, represent, and warrant that none of their respective property or interests are "blocked" under any of the Anti-Terrorism Laws and that neither you nor any of the Owners are in violation of any of the Anti-Terrorism Laws. You also agree not to knowingly hire or do business with (or continue to employ or do business with) any party who is blocked under any of the Anti-Terrorism Laws. The term "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, as supplemented, the USA PATRIOT Act, and all other laws and regulations addressing or in any way relating to terrorist acts and/or acts of war.

19.14 *Book of the Business*. You specifically acknowledge that all insurance policies sold by you, your Agency Principals, Managers or employees are and will remain our property, but, subject to the terms of this Agreement, during the term of this Agreement, you will be entitled to benefit from the revenue generated by the operation of the Franchised Business.

19.15 *Defaults*. You acknowledge and agree that your violation of the terms of this Section 19 would result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly consent to the issuance of an injunction prohibiting any conduct in violation of the terms of this Section 19.

20 TAXES, PERMITS, AND INDEBTEDNESS

20.1 *Payment of Taxes*. You agree to promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind that you incur in the conduct of the Franchised Business. You agree to pay us an amount equal to any sales tax, gross receipts tax, or similar tax imposed on us with respect to any payments that you make to us as required under this Agreement, unless the tax is credited against income tax that we otherwise pay to a state or federal authority.

20.2 *Payment of Vendors*. You agree to promptly pay when due all trade creditors and vendors (including any that are affiliated with us) that supply goods or services to you and/or the Franchised Business.

20.3 *Your Right to Contest Liabilities*. If there is a bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event will you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

20.4 *Compliance with Law*. You agree to comply with all federal, state, and local laws, rules, and regulations, and to timely obtain any and all permits, certificates, or licenses necessary for the

full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances. To the extent that the requirements of any such laws are in conflict with the terms of this Agreement, the Manual, or our other instructions, you agree to: **(a)** comply with said laws; **(b)** immediately provide us with written notice describing the nature of the conflict; and **(c)** cooperate with us and our counsel in developing a way to comply with the terms of this Agreement, as well as applicable law, to the extent that it is possible to do so.

20.5 *Notice of Violations and Actions*. You agree to notify us in writing within five (5) days after: **(a)** you receive notice of any health or safety violation, any investigation by a government entity, any complaint or notice from the state or federal department of insurance or department of financial services, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality; **(b)** the occurrence of any accident or injury which may adversely affect the operation of the Franchised Business or your financial condition, or give rise to liability or a claim against either party to this Agreement; or **(c)** the discovery of any facts that may give rise to a professional liability claim against either party to this Agreement.

21 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1 *Independent Contractor Relationship.* The parties acknowledge and agree that:

21.1.1 This Agreement does not create a fiduciary relationship between them;

21.1.2 You are the only party that will be in day-to-day control of the Franchised Business, even though we will share the brand and Proprietary Marks as specified in this Agreement, and neither this Agreement nor the System, guidance, Computer System, Required Software, processes, or requirements under which you operate alter that basic fact;

21.1.3 Nothing in this Agreement and nothing in our course of conduct is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever; and

21.1.4 Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed, to state or imply that we are the employer of your employees and/or independent contractors, nor *vice versa.*

21.2 *Notice of Status*. At all times during the term of this Agreement and any extensions hereof, you will hold yourself out to the public as an independent contractor operating the business pursuant to a franchise agreement with us. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Approved Location, the content of which we reserve the right to specify.

21.3 *No Contracts in our Name*. It is understood and agreed that, except as may be necessary for you to provide Approved Insurance Products or Approved Products and Services to clients using the Proprietary Marks, nothing in this Agreement authorizes you to make any contract (including leases), agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and that we will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action; nor will we be liable by reason of any act or omission in your conduct of the Franchised Business or for any claim or judgment arising therefrom against either party to this Agreement.

21.4 *Indemnification*. You agree to indemnify and hold harmless each of the Franchisor Parties against any and all Damages arising directly or indirectly from any Asserted Claim as well as from your breach of this Agreement. Your indemnity obligations will survive the expiration, non-renewal, termination, or transfer of this Agreement, and will not be affected by the presence of any applicable insurance policies and coverages that we may maintain.

21.5 *Definitions*. The parties agree that the following terms will have the following meanings:

21.5.1 "**Asserted Claim**" means any allegation, claim or complaint that is the result of, or in connection with, your exercise of your rights and/or carrying out of your obligations under this Agreement (including any claim associated with your operation of the Franchised Business or otherwise), or any default by you under this Agreement, notwithstanding any claim that any Franchisor Party was or may have been negligent.

21.5.2 "**Franchisor Parties**" means us, our shareholders, parents, subsidiaries, and affiliates, and their respective executives, officers, directors, employees, and agents.

21.5.3 "**Damages**" means all claims, demands, causes of action, suits, damages, liabilities, fines, penalties, assessments, judgments, losses, and expenses (including without limitation expenses, costs and attorneys' fees incurred for any indemnified party's primary defense or for enforcement of its indemnification rights).

22 FORCE MAJEURE

22.1 *Impact*. Neither party will be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control, including without limiting the generality of the foregoing: **(a)** acts of nature; **(b)** acts of war, terrorism, or insurrection; **(c)** strikes, lockouts, labor actions, boycotts, floods, fires, hurricanes, tornadoes, and/or other casualties; and/or **(d)** our inability (and that of our affiliates and/or suppliers) to manufacture, purchase, provide, and/or cause delivery of any services or products used in the operation of the Franchised Business.

22.2 *Transmittal of Funds*. The inability of either party to obtain and/or remit funds will be considered within control of such party for the purpose of Section 22.1. If any such delay occurs, any applicable time period will be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that you will remain obligated to promptly pay all fees owing and due to us under this Agreement, without any such delay or extension.

23 APPROVALS AND WAIVERS

23.1 *Request for Approval*. Whenever this Agreement requires our prior approval or consent, you agree to make a timely written request to us, and such approval or consent must be obtained in writing.

23.2 *No Warranties or Guarantees*. You acknowledge and agree that we make no warranties or guarantees upon which you may rely, and that we assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

23.3 *No Waivers*. No delay, waiver, omission, or forbearance on our part to exercise any right, option, duty, or power arising out of any breach or default by you or any other franchisee under

any of the terms, provisions, covenants, or conditions of this Agreement, and no custom or practice by the parties at variance with the terms of this Agreement, will constitute our waiver of our right to enforce any such right, option, duty, or power as against you, or as to subsequent breach or default by you. If we accept late payments from you or any payments due, that will not be deemed to be our waiver of any earlier or later breach by you of any terms, provisions, covenants, or conditions of this Agreement. No course of dealings or course of conduct will be effective to amend the terms of this Agreement.

24 NOTICES

Any and all notices required or permitted under this Agreement must be in writing and must be personally delivered, sent by certified U.S. mail, or by other means which affords the sender evidence of delivery, of rejected delivery, or attempted delivery to the respective parties at the addresses shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery. The Manual, any changes that we make to the Manual, and/or any other written instructions that we provide relating to operational matters, are not considered to be "notices" for the purpose of the delivery requirements in this Section 24.

25 ENTIRE AGREEMENT AND AMENDMENT

25.1 *Entire Agreement*. This Agreement and the exhibits referred to in this Agreement constitute the entire, full, and complete Agreement between the parties to this Agreement concerning the subject matter hereof, and supersede all prior agreements. The parties confirm that: **(a)** they were not induced by any representations other than the words of this Agreement (and the franchise disclosure document (the "**FDD**")) before deciding whether to sign this Agreement; and **(b)** they relied only on the words printed in this Agreement in deciding whether to enter into this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the FDD that we furnished to you.

25.2 *Amendment*. Except for those changes that we are permitted to make unilaterally under this Agreement, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

26 SEVERABILITY AND CONSTRUCTION

26.1 *Introductory Paragraphs*. The parties agree that the introductory paragraphs of this Agreement, under the heading "Introduction," are accurate, and the parties agree to incorporate those paragraphs into the text of this Agreement as if they were printed here.

26.2 *Severability*. Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement will be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part of this Agreement. Further, the parties agree that each section, part, term, and/or

provision herein that is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, shall be reformed and construed by the court or agency to the extent permitted by law so that it would be valid, legal and enforceable to the maximum extent possible.

26.3 *No Third Party Rights*. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than you, us, and such of our respective successors and assigns as may be contemplated (and, as to you, permitted) by Section 16, any rights or remedies under or by reason of this Agreement.

26.4 *Captions Don't Amend Terms*. All captions in this Agreement are intended solely for the convenience of the parties, and no caption will be deemed to affect the meaning or construction of any provision hereof.

26.5 *Including*. The parties agree that when used in this Agreement, the terms "includes" and "including" means "*including but not limited to*".

26.6 *Survival*. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration, non-renewal, termination, or transfer of this Agreement, will so survive the expiration, non-renewal, termination, and/or transfer of this Agreement.

26.7 *How We Exercise Our Rights*. Although we may exercise any of our rights, carry out any of our obligations, or otherwise discharge any of our duties under this Agreement directly, through the use of employees, independent contractors, professional advisors (for example, a Certified Public Accountant), or otherwise, we will still remain responsible for the proper performance of our obligations to you under this Agreement.

26.8 *Expenses*. Each party will bear all of the costs of exercising its rights and carrying out its responsibilities under this Agreement, except as otherwise provided.

26.9 *Counterparts*. This Agreement may be signed in counterparts, and signature pages may be exchanged by e-mail or the internet. Each such counterpart, when taken together with all other identical copies of this Agreement also signed in counterpart, will be considered as one complete Agreement.

27 APPLICABLE LAW AND DISPUTE RESOLUTION

27.1 *Choice of Law*. 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 Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules). 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 Texas (or any other state) that would not otherwise apply without this Section 27.1.

27.2 *Arbitration.* If the parties are unable to resolve a dispute by mediation as provided in Section 27.3, then except as otherwise provided in Section 27.5, any dispute, claim, controversy, or cause of action (collectively "**claims**") 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to our then-

current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of our then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to our then-current principal place of business.

27.2.1 In any arbitration proceeding, there shall be a single arbitrator selected in accordance with the JAMS rules (or AAA rules, if applicable).

27.2.2 The party initiating arbitration shall pay the filing fee of the arbitration administrator, if any.

27.2.3 Neither party may assert claims against the other on behalf of a class. No arbitration commenced by either party may be joined with any other arbitration involving either party, and no other parties may be joined or may intervene in any arbitration between the parties. The arbitrator shall have no power to consolidate claims or disputes from other parties.

27.2.4 The arbitrator shall render his or her decision based solely on the terms of the Agreement and the law of the State of Texas (including, where applicable, federal law). The arbitrator shall apply the Federal Rules of Civil Procedure and the Federal Rules of Evidence unless otherwise modified by JAMS rules (or AAA rules, if applicable). The arbitrator shall set forth his or her decision and the basis for that decision in writing. The arbitrator may award such relief as is recoverable in law or in equity, except that the arbitrator shall not award punitive or exemplary damages of any kind, including without limitations double, treble, and/or any enhanced damages provided for by statute.

27.2.5 The arbitration proceeding shall remain confidential and all evidence taken, and the opinion, shall be considered confidential information and precluded from disclosure. No decision by the arbitrator of an issue that arises in any arbitration proceeding between us and you will be applied in any subsequent arbitration proceeding between us and you. No decision by the arbitrator of an issue that arises in any arbitration proceeding between us and another franchisee of ours can be applied in any arbitration proceeding between us and you.

27.2.6 Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction.

27.2.7 Any disputes concerning the enforceability or scope of the arbitration clause shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. ("**FAA**"), and the parties agree that the FAA preempts any state law restriction on the enforcement of the arbitration clause. If either we or you commence any action in any court of a claim that is arbitrable under this Agreement, the party commencing the action shall pay the costs, including without limitation reasonable attorneys' fees, incurred by the other party in enforcing the arbitration clause.

27.2.8 All costs incurred by the Prevailing Party in the arbitration, including without limitation reasonable attorneys' fees and arbitrators' fees, shall be paid by the non-prevailing party. The award of the arbitrators shall include an award of such costs. The term

"Prevailing Party" shall be the party who, as determined by the arbitrator, substantially obtains or defeats the relief sought in arbitration.

27.2.9 If any portion of this Section is held to be invalid or unenforceable, or if any portion of this Section would, if effective, violate applicable law, that portion of this Section shall be void and of no effect, but the remainder of this Section shall remain in full force and effect.

27.2.10 The parties agree that this Section shall survive the expiration, non-renewal, termination, or transfer of this Agreement pursuant to Section 26.6.

27.3 *Mediation*. Before any party may bring an action in court or arbitration against the other, the parties agree that they must first meet to mediate the dispute (except as otherwise provided in Section 27.5). Any such mediation will be non-binding. The mediation shall be conducted by JAMS and shall be conducted pursuant to the then-current rules of JAMS. The mediation will be held in the JAMS office at its location nearest to our then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of our then-current principal place of business, then the mediation will be conducted by the AAA pursuant to the then-current AAA rules at an AAA approved location nearest to our then-current principal place of business. You agree to pay us all damages, costs and expenses (including without limitation reasonable attorneys' fees, arbitration fees, discovery costs, and all other related expenses) that we incur if you commence an action in court or arbitration against us without first engaging in mediation as required by this provision.

27.4 *Parties Rights Are Cumulative*. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

27.5 *Injunctions*. Nothing contained in this Agreement will bar our right to obtain 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.

27.6 ***WAIVER OF JURY TRIALS*. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

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.**

27.8 ***WAIVER OF PUNITIVE DAMAGES*. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.**

27.9 *Payment of Legal Fees*. You agree to pay us all damages, costs and expenses (including without limitation reasonable attorneys' fees, arbitration fees, discovery costs, and all other

related expenses) that we incur after the termination, non-renewal, expiration, or transfer of the franchise granted under this Agreement in: **(a)** obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Sections 9, 11 and 17); **(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 and/or **(c)** successfully defending a claim from you in a court outside of Texas and the case is then moved back to Texas pursuant to Section 27.1.

28 ACKNOWLEDGMENTS

28.1 *Your Investigation of the Franchised Business Possibilities.* You acknowledge and agree that you have conducted an independent investigation of the Franchised Business, recognize that this business venture involves business risks, and that your success will be largely dependent upon your ability (or, if you are an entity, your Owners and Agency Principals as independent businesspersons).

28.2 *No Warranties or Guarantees.* We expressly disclaim the making of, and you acknowledge and agree that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

28.3 *Receipt of FDD and Complete Agreement.* You acknowledge and agree that you received a copy of this Agreement, the exhibits, and agreements relating to this Agreement (if any), with all of the blank lines filled in, and had ample time within which to review with applicable advisors. You also acknowledge that you received the FDD at least fourteen (14) days before the date on which this Agreement was signed.

28.4 *You Have Read the Agreement.* You acknowledge and agree that you have read and understood the FDD, this Agreement, and the exhibits to this Agreement.

28.5 *Your Advisors.* You acknowledge that we have recommended that you seek advice from advisors of your own choosing (including a lawyer and an accountant) about the potential benefits and risks of entering into this Agreement, and that you have had sufficient time and opportunity to consult with those advisors.

28.6 *No Conflicting Obligations.* Each party represents and warrants to the others that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: **(a)** negotiating and entering into this Agreement; **(b)** exercising its rights under this Agreement; and/or **(c)** fulfilling its responsibilities under this Agreement.

28.7 *Your Responsibility for the Choice of the Approved Location.* You acknowledge and agree that you have sole and complete responsibility for the choice of the Approved Location; that we have not (and will not be deemed to have, even by our approval of the site that is the Approved Location) given any representation, promise, or guarantee of your success at the Approved Location; and that you will be solely responsible for your own success at the Approved Location.

28.8 *Your Responsibility for Operation of the Franchised Business.* Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of the Franchised Business, you retain the right and sole responsibility for the day-

to-day management and operation of the Franchised Business and the implementation and maintenance of system standards at the Franchised Business.

28.9 *Different Franchise Offerings to Others.* You acknowledge and agree that we may modify the terms under which we will offer franchises to other parties in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

28.10 *Our Advice*. You acknowledge and agree that our advice is just that; that our advice is not a guarantee of success; and that you are the party that must reach and implement your own decisions about how to operate the Franchised Business on a day-to-day basis under the System.

28.11 *Your Independence*. You acknowledge and agree that:

28.11.1 You are the only party that employs your employees (even though we may provide you with advice, guidance, and training);

28.11.2 We are not your employer nor are we the employer of any of your staff, and even if we express an opinion or provide advice, we will play no role in your decisions regarding their employment (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal);

28.11.3 The guidance that we provide, and requirements under which you will operate, are intended to promote and protect the value of the brand and the Proprietary Marks;

28.11.4 When forming and in operating your business, you had to adopt standards to operate that business, and that instead of developing and implementing your own standards (or those of another party), you chose to adopt and implement our standards for your business (including the System and the requirements under this Agreement); and

28.11.5 You have made (and will remain responsible at all times for) all of the organizational and basic decisions about establishing and forming your entity, operating your business (including adopting our standards as your standards), and hiring employees and employment matters (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal), engaging professional advisors, and all other facets of your operation.

28.12 *Success Depends on You.* You acknowledge and agree that the success of the Franchised Business is speculative and depends, to a large extent, upon your ability as an independent businessperson, your active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

28.13 *Signatories*. Each person signing this Agreement as the "Franchisee" (each, a "**Signatory**") agrees that:

28.13.1 Each Signatory will have the power to individually bind "Franchisee" with respect to us and third parties;

28.13.2 We have the right to treat each Signatory as having the full authority to bind all other Signatories in any and all matters;

28.13.3 We have the right to treat each Signatory as if they represent and can act on behalf of all the other Signatories in all matters;

28.13.4 Even though there may be more than one Signatory, all of the Signatories' rights will be one and none of the Signatories will have the right to exercise any right independent of (and/or apart from) one another;

28.13.5 We have the right to communicate with or provide notice to any Signatory, and such communication or notice will be deemed as having been given to all Signatories;

28.13.6 If there is a conflict among the Signatories (including us receiving conflicting information from or requests between the Signatories), we have the right to select from among any conflicting or inconsistent requests by, or information from, any of the Signatories, and our selection in such case will be final and dispositive with respect to any such conflict; and

28.13.7 Each of the Signatories agree, no later than sixty (60) days following the Effective Date, to form a corporation, partnership, limited liability company or other entity, owned solely by the Signatories, and to transfer this Agreement and all of the Signatories' interests in and rights and obligations under this Agreement to such entity, which transfer we must approve in advance in writing.

28.14 *General Release*. If this Agreement is not the first contract between you (and your affiliates) and us (and our affiliates), then you agree to the following:

*You (on behalf of yourself and your parent, subsidiaries and affiliates and their respective past and present members, owners, officers, directors, members, managers, shareholders, agents and employees, in their corporate and individual capacities) and all guarantors of your obligations under this Agreement (collectively, "**Releasors**") freely and without any influence forever release and covenant not to sue us, our parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively "**Releasees**"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "**claims**"), which any Releasor now owns or holds or may at any time have owned or held, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to this Agreement and all other agreements between any Releasor and any Releasee, the sale of any franchise to any Releasor, the development and operation of the Goosehead Businesses and the development and operation of all other businesses operated by any Releasor that are franchised by any Releasee. You expressly agree that fair consideration has been given by us for this General Release and you fully understand that this is a negotiated, complete, and final release of all claims. This General Release does not release any claims arising from representations made in the FDD and its exhibits or otherwise impair or affect any claims arising after the date of this Agreement.*

*****

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in duplicate on the day and year first above written.

Goosehead Insurance Agency, LLC Franchisor	_____ Franchisee
By: _____	By: _____
Name: P. Ryan Langston	Name: _____
Title: General Counsel	Title: Agency Owner
	Effective Date: _____
Address for Notices:	Address for Notices:
1500 Solana Blvd., Suite 4500 Westlake, Texas 76262	
Attn: Legal Department	

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT A
GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

In order to induce Goosehead Insurance Agency, LLC ("**Franchisor**") to sign the Goosehead Insurance Franchise Agreement between Franchisor and _____ ("**Franchisee**"), dated _____ (the "**Agreement**"), each of the undersigned parties (herein after referred to as "**Guarantor**"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations (monetary and otherwise) under the Agreement as well as any other contract between Franchisee and Franchisor (and/or Franchisor's affiliates) will be punctually paid and performed (the **"Guarantee"**).

Each individual signing this Guarantee acknowledges and agrees, jointly and severally, that:

1. Upon Franchisor's demand, Guarantor will immediately make each payment required of Franchisee under the Agreement and/or any other contract with Franchisor and/or its affiliates.

2. Guarantor waives any right to require Franchisor to: **(a)** proceed against Franchisee for any payment required under the Agreement (and/or any other contract with Franchisor and/or its affiliates); **(b)** proceed against or exhaust any security from Franchisee; **(c)** pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; and/or **(d)** give notice of demand for payment by Franchisee.

3. Without affecting the obligations of the undersigned persons under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Each of the undersigned persons waive notice of amendment of the Agreement (and any other contract with Franchisor and/or Franchisor's affiliates) and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement (and any other contract with Franchisor and/or Franchisor's affiliates).

4. Guarantor will defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement (and any other contract with Franchisor and/or Franchisor's affiliates) and/or any amendment to the Agreement.

5. Guarantor will be personally bound by all of Franchisee's covenants, obligations, and promises in the Agreement (and any other contract with Franchisor and/or Franchisor's affiliates).

6. Guarantor agrees to be individually bound by all of Franchisee's covenants, obligations, and promises in the Agreement, which include, but are not limited to, the covenants in the following Sections of the Agreement: **Section 9.3** (generally regarding trademarks), **Section 11** (generally regarding confidentiality), **Section 16** (generally regarding Transfers), **Section 18** (generally regarding obligations upon termination, non-renewal or expiration of this Agreement), and **Section 19** (generally regarding covenants against competition) of the Agreement.

7. Guarantor understands that: **(a)** this Guarantee does not grant them any rights under the Agreement (including but not limited to the right to use any of Franchisor's marks such as the "Goosehead Insurance" marks) and/or the system licensed to Franchisee under the

Agreement; **(b)** that they have read, in full, and understand, all of the provisions of the Agreement that are referred to above in this paragraph, and that they intend to fully comply with those provisions of the Agreement as if they were printed here; and **(c)** that they have had the opportunity to consult with a lawyer of their own choosing in deciding whether to sign this Guarantee.

This Guarantee will be interpreted and construed in accordance with **Section 27** of the Agreement (including but not limited to the waiver of punitive damages, waiver of jury trial, agreement to bring claims within one year, agreement to arbitrate and agreement not to engage in class or common actions). Among other things, that means that this Guarantee will be interpreted and construed exclusively under the laws of the State of Texas, and that in the event of any conflict of law, Texas law will prevail (without applying Texas conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned persons has signed this Guarantee as of the date of the Agreement.

_____	_____	_____
(in Guarantor's personal capacity)	(in Guarantor's personal capacity)	(in Guarantor's personal capacity)
Printed Name: _____	Printed Name: _____	Printed Name: _____
Date: _____	Date: _____	Date: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT B
LIST OF OWNERS

Name of Owner	Interest %

Initials

_____ _____
Franchisee Franchisor

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT C

AUTHORIZATION AGREEMENT FOR ACH PAYMENTS
(DIRECT DEBITS FOR ROYALTY, MARKETING CONTRIBUTION, AND OTHER FEES)

_____ (Name of Person or Legal Entity)

_____(ID Number)

The undersigned depositor ("**Depositor**" or "**Franchisee**") hereby authorizes Goosehead Insurance Agency, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**" or "**Bank**") to debit or credit such account(s) pursuant to our instructions.

Depository	Branch	
City	State	Zip Code
Bank Transit/ABA Number	Account Number	

This authorization is to remain in full and force and effect until sixty days after we have received written notification from Franchisee of its termination.

Printed Name of Depositor: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-1

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(to be signed by franchisee with its executive/management and/or personnel)

THIS CONFIDENTIALITY AND NON-DISCLOSURE AND AGREEMENT ("**Agreement**") is made on _____, by and between _____ (the "**Franchisee**"), and _____, who is an Owner, Agency Principal, Manager, supervisor, member, partner, Producer, or employee with Franchisee (the "**Member**").

Background:

A. Goosehead Insurance Agency, LLC ("**Franchisor**") owns a format and system (the "**System**") relating to the establishment and operation of "Goosehead Insurance" businesses providing insurance services, including personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc., operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks (each, a "**Goosehead Business**").

B. Franchisor identifies Goosehead Businesses by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Goosehead Insurance") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "**Proprietary Marks**").

C. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a Goosehead Business (the "**Franchised Business**") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality provisions that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Confidential Information. Member agrees that Member will not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any Confidential Information, of the Franchised Business which may be communicated to Member or of which Member may be apprised by virtue of your operation under the terms of the Franchise Agreement. Any and all information, knowledge, know-how, and techniques which Franchisor designates as confidential will be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention before disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others. As used in this Agreement, the term "Confidential Information" includes, without

limitation, Franchisor's business concepts and plans, operating techniques, marketing methods, processes, vendor information and agreements, referral partner information, results of operations and quality control information, financial information, demographic and trade area information, market penetration techniques, plans, or schedules, the Manuals, client lists, client data, insurance carrier information, insurance policy information, underwriting guidelines, research, profiles, preferences, or statistics, itemized costs, franchisee composition, territories, and development plans, and all related trade secrets or other confidential or proprietary information treated as such by Franchisor, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made prior to or at the time any Confidential Information is disclosed to the Member.

2. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining equitable relief including specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. Publicly Traded. Member recognizes that Franchisor's parent, Goosehead Insurance, Inc., is a publicly traded company on the NASDAQ stock exchange. Member acknowledges and agrees that Member will comply with all United States and other applicable securities laws that prohibit any person who has received material nonpublic information relating to Goosehead Insurance, Inc., from purchasing or selling securities of Goosehead Insurance, Inc. 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.

4. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

5. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

7. Choice of Law. This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules).

8. Class Action Waiver. Any action commenced by Member or Member's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

9. Arbitration. Except as provided in Section 2, 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Franchisor's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Franchisor's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Franchisor's then-current principal place of business.

10. Waiver of Jury Trials. Each party to this agreement irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE	MEMBER
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: Agency Owner	

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-2

IN-TERM NON-COMPETITION AGREEMENT
(to be signed by franchisee with its executive/management and/or personnel)

THIS IN-TERM NON-COMPETITION AGREEMENT ("**Agreement**") is made on _____, by and between _____ (the "**Franchisee**"), and _____, who is an Owner, Agency Principal, Manager, supervisor, member, partner, Producer or employee with Franchisee (the "**Member**").

Background:

A. Goosehead Insurance Agency, LLC ("**Franchisor**") owns a format and system (the "**System**") relating to the establishment and operation of "Goosehead Insurance" businesses providing insurance services, including personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc., operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks (each, a "**Goosehead Business**").

B. Franchisor identifies Goosehead Businesses by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Goosehead Insurance") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "**Proprietary Marks**").

C. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a Goosehead Business (the "**Franchised Business**") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same non-competition provisions that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Covenants.

1.1 *Confidentiality.* Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her position with Franchisee, Member will receive valuable trade secrets, specialized training and confidential information, including, without limitation, information regarding the development, operation, management, purchasing, sales, promotional, and marketing methods and techniques of Franchisor and the System.

1.2 *Non-compete*. Member hereby covenants and agrees that, during the term of the Franchise Agreement, Member will not directly, indirectly, for himself or herself, or

through, on behalf of, or in conjunction with any party, in any manner whatsoever, own, maintain, develop, operate, join, engage in, act as a consultant to, franchise or license, make loans to, lease real or personal property to, be associated with, accept any compensation or remuneration from, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business or otherwise Compete against Franchisor or its affiliates. During the term of the Franchise Agreement, there is no geographical limitation on the restrictions set forth herein. The term "**Compete**" shall mean any of the following: (1) writing or selling insurance policies (2) receiving any compensation or remuneration associated with any personal or commercial insurance lines policies; and (3) soliciting or accepting business from Referral Sources.

1.3 *Restriction on Soliciting Clients and Prospective Clients*. Member hereby covenants and agrees that during the term of the Franchise Agreement, Member will not attempt to call on, solicit, accept business from, or take away any clients or Prospective Clients of Franchisor or its affiliates for the benefit of any person or entity outside the System.

1.4 *Restriction on Soliciting Referral Sources*. Member agrees that during the term of the Franchise Agreement, Member will not attempt to call on, solicit, accept leads or business from, utilize, or take away any Referral Sources for the benefit of any person or entity outside the System.

1.5 As used in this Agreement:

1.5.1 The term "**Competitive Business**" means 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 the Franchised 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 Franchisor during the term of the Franchise Agreement;

1.5.2 The term "**Prospective Client**" include any person or entity that received a quote insurance from the Franchised Business at any time in the prior six-month period or any person or entity whose information was provided to the Franchised Business at any time during the prior six months; and

1.5.3 The term "**Referral Sources**" include any mortgage specialist or professional, mortgage banker, loan officer, real estate agent, or any other person employed by or working in any capacity with any entity that has provided two (2) or more referrals to the Franchised Business or to Franchisor or its affiliates of clients who successfully purchased insurance products during the prior twenty-four (24) month period with whom the Member had contact as a result of or through his or her employment in the Franchised Business.

2. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any

reason, then the Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

4. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

5. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

6. Choice of Law. This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules).

7. Class Action Waiver. Any action commenced by Member or Member's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

8. Arbitration. Except as provided in Section 2, 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Franchisor's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Franchisor's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Franchisor's then-current principal place of business.

9. Waiver of Jury Trials. Each party to this agreement irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE	MEMBER
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: Agency Owner	

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT D-3

POST-TERM NON-COMPETITION AGREEMENT
(to be signed by franchisee with its executive/management and/or personnel)

THIS POST-TERM NON-COMPETITION AGREEMENT ("**Agreement**") is made on _____, by and between _____ (the "**Franchisee**"), and _____, who is an Owner, Agency Principal, Manager, supervisor, member, partner, Producer or employee with Franchisee (the "**Member**").

Background:

A. Goosehead Insurance Agency, LLC ("**Franchisor**") owns a format and system (the "**System**") relating to the establishment and operation of "Goosehead Insurance" businesses providing insurance services, including personal lines insurance, auto insurance, home insurance, motorcycle insurance, RV insurance, boat insurance, condo insurance, renters insurance, commercial insurance, life insurance, etc., operating in structures that bear Franchisor's interior and exterior trade dress, and under its Proprietary Marks (each, a "**Goosehead Business**").

B. Franchisor identifies Goosehead Businesses by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin (including for example the mark "Goosehead Insurance") and certain other trade names, service marks, and trademarks that Franchisor currently and may in the future designate in writing for use in connection with the System (the "**Proprietary Marks**").

C. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate a Goosehead Business (the "**Franchised Business**") and to offer and sell products, services, and other ancillary products approved by Franchisor and use the Proprietary Marks in connection therewith under the terms and conditions of the Franchise Agreement.

D. The Member, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same non-competition provisions that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. Covenants.

1.1 *Confidentiality* Member specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her position with Franchisee, Member will receive valuable trade secrets, specialized training and confidential information, including, without limitation, information regarding the development, operation, management, purchasing, sales, promotional, and marketing methods and techniques of Franchisor and the System.

1.2 *Non-compete*. Member covenants and agrees that for Post-Term Period, Member will not directly, indirectly, for the Member, or through, on behalf of, or in conjunction with any

party, in any manner whatsoever, own, maintain, develop, operate, join, engage in, act as a consultant to, franchise or license, make loans to, lease real or personal property to, be associated with, accept any compensation or remuneration from, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business or otherwise Compete against Franchisor or its affiliates. These restrictions will apply within a twenty-five (25) mile radius from the Approved Location where the Member was working at the earlier of the time of the Member's termination or the termination, expiration, non-renewal or transfer of the Franchise Agreement (the "**Restricted Area**"). These restrictions will not apply to Member if member works for another Goosehead Business or if Member owns and/or operates a franchised Goosehead Business. The term "**Compete**" shall mean any of the following: (1) writing or selling insurance policies (i) to any person that resides within the Restricted Area or (ii) that apply to or cover any real, personal, or commercial property located within the Restricted Area; (2) receiving any compensation or remuneration associated with any personal or commercial insurance lines policies (i) for any person that resides within the Restricted Area or that covers any real, personal or commercial property located within the Restricted Area or (ii) sold or serviced by any Competitive Business operating in the Restricted Area; and (3) soliciting or accepting business from Referral Sources located within the Restricted Area.

1.3 *Restriction on Soliciting Clients and Prospective Clients*. Member covenants and agrees that Member will not call on, solicit, accept business from, or take away for the benefit of the Member or any other person or entity, any client or Prospective Client of the Franchised Business or of Franchisor or its affiliates, that Member worked with or serviced in any capacity or that Member received any confidential information or proprietary information about, regarding the sale or other offer of products or services similar to those provided by the Franchised Business, for the Post-Term Period .

1.4 *Restriction on Soliciting other Franchises*. Member covenants and agrees that Member will not call on, solicit, or take away for the benefit of the Member or any other person or entity any franchises in the Franchisor's franchise system for the Post-Term Period.

1.5 *Restriction on Soliciting Referral Sources*. Member covenants and agrees that Member will not attempt to call on, solicit, accept leads or business from, utilize, or take away for the benefit of the Member or any other person or entity any Referral Sources in the Franchisor's franchise system for the Post-Term Period.

1.6 As used in this Agreement:

1.6.1 The term "**Competitive Business**" means 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 the 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 Franchisor during the term of the Franchise Agreement;

1.6.2 The term "**Post-Term Period**" means a continuous uninterrupted period of two (2) years from the date of: ***(i)*** a transfer as contemplated under Section 16 of the Franchise Agreement; ***(ii)*** expiration, non-renewal, or termination of the Franchise Agreement (regardless of the cause for termination); ***(iii)*** termination of Member's employment with Franchisee; and/or ***(iv)*** a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect

to the enforcement of this Agreement. Any period of non-compliance with the requirements of this Section, whether such non-compliance takes place after termination, expiration, non-renewal, and/or a transfer, will not be credited toward satisfying the two-year obligation specified herein;

1.6.3 "**Prospective Client**" includes any person or entity that received a quote for insurance from the Franchised Business at any time in the six-month period preceding the earlier of the Member's termination from the Franchised Business and/or the termination, expiration, non-renewal, or transfer of the Franchise Agreement or any person or entity whose information was provided to the Franchised Business at any time in the six-month period preceding the earlier of the termination of the Member from the Franchised Business or the termination, expiration, non-renewal, or transfer of the Franchise Agreement; and

1.6.4 "**Referral Sources**" include any mortgage specialist or professional, mortgage banker, loan officer, real estate agent, or any other person employed by or working in any capacity with any entity that has provided two or more referrals to the Franchised Business or to Franchisor or its affiliates of clients who successfully purchased insurance products during the prior twenty-four (24) month period prior to the termination, expiration, non-renewal, or transfer of the Franchise Agreement, and with whom the Member had contact as a result of or through his or her employment in the Franchised Business.

2. Injunctive Relief. Member acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Member agrees to pay all costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, will be held invalid by any court of competent jurisdiction for any reason, then the Member agrees that the court will have the authority to reform and modify that provision in order that the restriction will be the maximum necessary to protect Franchisor's and/or Member's legitimate business needs as permitted by applicable law and public policy. In so doing, the Member agrees that the court will impose the provision with retroactive effect as close as possible to the provision held to be invalid.

4. Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement will be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

5. Third-Party Beneficiary. Member hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

6. Choice of Law. This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules).

7. Class Action Waiver. Any action commenced by Member or Member's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

8. Arbitration. Except as provided in Section 2, 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Franchisor's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Franchisor's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Franchisor's then-current principal place of business.

9. Waiver of Jury Trials. Each party to this agreement irrevocably waives trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

IN WITNESS WHEREOF, the Franchisee and the Member attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

FRANCHISEE	MEMBER
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: Agency Owner	

GOOSEHEAD INSURANCE AGENCY, LLC
FRANCHISE AGREEMENT
EXHIBIT E
PROMISSORY NOTE

PROMISSORY NOTE

Westlake, Texas

[$50,000] [$30,000]

FOR VALUE RECEIVED, the undersigned, _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____and having an office location that is to be determined (the "**Maker**"), promise[s] to pay to the order of Goosehead Insurance Agency, LLC (the "**Holder**"), the principal sum of [Fifty Thousand Dollars ($50,000)] [Thirty Thousand Dollars ($30,000)] (the "**Principal Amount**") at Holder's address at 1500 Solana Blvd., Suite 4500, Westlake, Texas 76262 (or such other place as the Holder may designate in writing).

This promissory note ("**Note**") is entered into in connection with Maker's obligation to pay to Holder the "Initial Franchise Fee" set out in the Goosehead Insurance Franchise Agreement dated _____ between Holder and Maker (the "**Franchise Agreement**"). Any capitalized terms used in this Note but not otherwise defined will have the same meaning as set out in the Franchise Agreement.

1. Payment Provisions.

   1.1 *Payments*. Maker shall pay the Principal Amount due of this Note in lawful currency of the United States of America in immediately available funds without setoff, defense or counterclaim at such place as the Holder shall designate to the Maker in writing. Maker shall pay the Principal Amount to Holder in sixty (60) equal monthly payments of [Eight Hundred and Thirty-three Dollars and Thirty-three cents ($833.33)] [Five Hundred Dollars ($500)] (each, a "**Payment**"). Each Payment shall be due and payable by Maker to Holder on the twenty-fifth (25th) day of each month, beginning on the twenty-fifth (25th) day of the sixth (6th) complete month after Maker successfully completes the initial training program. The full Principal Amount is due and payable to Holder on or before the twenty-fifth (25th) day of the sixty-sixth (66th) complete month after Maker completes the initial training program (the "**Maturity Date**"). Each month that a Payment is due to Holder under this Note, Holder will retain the Payment, among other amounts due from Maker to Holder under the Franchise Agreement, before remitting Net Revenues to Maker as set out in the Franchise Agreement. However, Maker's obligation to make Payments to Holder under this Note is not affected by any default or non-performance by Maker under, or termination of, the Franchise Agreement.

   1.2 *Optional Prepayments; Application of Payments*. Maker may prepay this Note, in whole or in part, at any time without penalty or premium.

2. Default.

   2.1 Any one or more of the following events shall constitute an event of default ("**Default**") under this Note:

      2.1.1 If Maker fails to make any Payment, when due, either by the terms hereof or by acceleration or otherwise;

      2.1.2 If at any time there are insufficient Net Revenues necessary to make a Payment under this Note, when due;

      2.1.3 If Maker is at any time in default of the provisions of the Franchise Agreement; and/or

2.1.4 If Maker sells, transfers, or otherwise assigns all or substantially all of its assets (and/or a person who owns any interest in Maker sells, transfers, or otherwise assigns his/her interest in Maker) to a third party.

2.2 "**Net Revenues**" are defined as Gross Revenues net of all amounts due to Holder under the Franchise Agreement, including, without limitation, Royalty Fees, Marketing Contributions (if applicable), and Technology Fees.

2.3 Upon the occurrence of any Default, Holder may (at its option and in addition to any right, power, or remedy permitted by law or equity), by written notice to Maker, declare the unpaid Principal Amount of this Note to be (and the same shall thereupon be) due and payable in its entirety. No waiver by Holder of any Default shall operate as a waiver of any other default or the same default on a future occasion.

3. Failure to Meet Payment Schedule. If any Payment required under this Note is not made in full, on or before the date due, then the Principal Amount shall become immediately due and payable, in full, and interest shall be calculated on the then-remaining balance of Principal Amount due at the rate of two percent (2%) per month (but not more than the maximum rate permitted by law, if any such maximum rate applies) in addition to all other remedies available to Holder.

4. Usury Limit. Regardless of any provision contained in this Note, Holder shall never be deemed to have contracted for or be entitled to receive, collect or apply as interest on this Note, or otherwise, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and, in the event that Holder ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balances of this Note is paid in full, then any remaining excess shall forthwith be paid to Maker.

5. Assignment. This Note and the obligations hereunder may not be assigned by the Maker without Holder's prior written consent.

6. Successors and Assigns. Any reference to the Holder hereof shall be deemed to include the successors and assigns of such Holder, and all covenants, promises, and agreements by or on behalf of the Maker that are contained in this Note shall bind and inure to the benefit of the successors and assigns of such Holder and to any future holders of this Note, whether or not such persons expressly become parties hereto or thereto.

7. Waiver. No waiver of any obligation of the Maker or the Holder under this Note shall be effective unless it is in a signed writing. A waiver by the Maker or the Holder of any right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time.

8. Severability. If any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.

9. Enforcement. If any action or proceeding is brought by the Holder to enforce payment of this Note, then the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred therein.

10. Governing Law and Arbitration. This Note shall be governed by, construed, and enforced exclusively in accordance with the laws of the State of Texas, without regard to Texas choice of law provisions. Any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Note 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Holder's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Holder's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Holder's then-current principal place of business. The parties acknowledge and agree that this Note is not subject to the mandatory mediation provisions of Section 27.3 of the Franchise Agreement.

11. Time of the Essence. Time is of the essence of each and every provision of this Note.

12. Parties in Interest. This Note shall bind the Maker and its successors and assigns.

13. Enforcement. If any action or proceeding is brought by the Holder (or any party acting on Holder's behalf or as Holder's successor-in-interest) to collect or enforce payment of this Note, then the Maker shall pay to the Holder any reasonable attorneys' fees and other costs and expenses incurred in connection with such collection or enforcement.

14. **WAIVER OF JURY TRIAL. THE MAKER WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING UNDER OR RELATING TO THIS NOTE. THE MAKER ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENTS TO HOLDER THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL. THIS WAIVER OF JURY TRIAL IS A MATERIAL PART OF THE CONSIDERATION FOR THE FINANCING EVIDENCED BY THIS NOTE.**

15. Notices. Any and all notices required or permitted under this Note must be in writing and must be personally delivered, sent by certified U.S. mail, or by other means which affords the sender evidence of delivery, of rejected delivery, or attempted delivery to Holder's address in the introductory paragraph of this Note and to Maker's addresses shown below Maker's signature, unless and until a different address has been designated by written notice to the other party. Any notice by a means that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery.

16. Class Action Waiver. Any action commenced by Maker or Maker's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

17. Section Headings. The section headings in this Note are for convenience of reference only, do not constitute a part of this Note, and shall not affect its interpretation.

[*Signatures on the next page*]

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed and its seal affixed on the day and year first above written.

_____
Maker

By: _____
Name: _____

Address for Notices:

GUARANTEE

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, each and all of the undersigned agrees as follows:

As part of the inducement to Goosehead Insurance Agency, LLC ("**Holder**") to permit _____, a [resident of] [corporation organized in] [limited liability company organized in] the State of _____and having an office location that is to be determined (the "**Maker**") to pay to Holder the Principal Amount through the attached Promissory Note (the "**Note**"), in the amount of [Fifty Thousand Dollars ($50,000)] [Thirty Thousand Dollars ($30,000)], the undersigned hereby unconditionally guarantees to Holder and Holder's successors and assigns that all of the monetary obligations of Maker under the attached Note shall be punctually paid and performed.

Upon demand by Holder, the undersigned shall immediately make each Payment required of the Maker under the Note. The undersigned hereby waive any right to require Holder to: (a) proceed against the Maker for any payment required under the Note; (b) proceed against or exhaust any security from the Maker; and/or (c) pursue or exhaust any remedy, including any legal or equitable relief, against the Maker. Without affecting the obligations of the undersigned under this Guarantee, Holder may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of the Maker, or settle, adjust, or compromise any claims against the Maker. The undersigned waives notice of amendment of the Note and notice of demand for payment by the Maker, and agrees to be bound by any and all such amendments and changes to the Note.

The undersigned hereby agrees to defend, indemnify, and hold Holder harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by the Maker to perform any obligation of the Maker under the Note, any amendment thereto, or any other Note executed by the Maker referred to therein.

This Guarantee shall terminate upon full payment of all principal and interest due under the Note. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Note. This Guarantee shall be interpreted and construed exclusively under the laws of the State of Texas. If there is any conflict of law, the laws of the State of Texas shall prevail (without regard to, and without giving effect to, the application of Texas conflict of law rules). Any dispute, claim, controversy, or cause of action incident to or arising from the terms of this Guarantee 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 then-current rules of JAMS. The arbitration will be administered by the JAMS office at its location nearest to Holder's then-current principal place of business (currently, Westlake, Texas). If there is no JAMS office within fifty (50) miles of Holder's then-current principal place of business, then the arbitration will be administered by the American Arbitration Association ("**AAA**") pursuant to the then-current AAA rules at an AAA approved location nearest to Holder's then-current principal place of business. Any action commenced by the undersigned or the undersigned's assigns will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

THE UNDERSIGNED WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING UNDER OR RELATING TO THIS GUARANTEE. THE UNDERSIGNED ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENTS TO HOLDER THAT THIS

WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL. THIS WAIVER OF JURY TRIAL IS A MATERIAL PART OF THE CONSIDERATION FOR THE FINANCING EVIDENCED BY THE NOTE.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

_____	_____	_____
(in their personal capacity)	(in their personal capacity)	(in their personal capacity)
Printed Name: _____	Printed Name: _____	Printed Name: _____
Date: _____	Date: _____	Date: _____

EXHIBIT A-1

DESK LEASE AGREEMENT

Goosehead Insurance Desk Lease Agreement

The Goosehead Insurance Desk Lease Agreement (the "**Agreement**"), dated as of [Date], is entered into between Goosehead Insurance Agency, LLC, a Delaware limited liability company, ("**Goosehead**"), and [Name] ("**Lessee**"). Goosehead and Lessee are collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Goosehead and Lessee have entered into a franchise agreement dated [Franchise Agreement Effective Date] wherein Lessee will sell property and casualty insurance under the trademark Goosehead Insurance in a location approved by Goosehead (the "**Franchise Agreement**");

WHEREAS, Lessee desires to operate its franchise in a location owned or leased by Goosehead or its affiliates, and Goosehead agrees that such location is approved pursuant to the Franchise Agreement; and

WHEREAS, Lessee desires to rent from Goosehead, and Goosehead desires to rent to Lessee, the Equipment described in this Agreement and located at the Approved Location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE I
LEASE OF EQUIPMENT

Section 1.01 Lease. Goosehead agrees to lease to Lessee, and Lessee agrees to lease from Goosehead, the items of equipment listed in Exhibit A (the "**Equipment**") at the location listed in Exhibit A (the "**Approved Location**"). The lease of any individual item of Equipment is governed by the terms and conditions of this Agreement (including all Exhibits hereto) and the Franchise Agreement. Lessee is responsible for providing a laptop that meets the minimum technology requirements of the Franchised Business (as defined in the Franchise Agreement) and for connecting the laptop to the Equipment. Goosehead disclaims any and all responsibility related to the laptop or its connection to the Equipment. Besides representatives and employees of Goosehead, no one except for those individuals listed on Exhibit B will have access to the Equipment.

Section 1.02 Term. The initial term for the Equipment commences on [Date Lease Begins] (the "**Effective Date**") and ends on the date six (6) months after the Effective Date, unless earlier terminated pursuant to the provisions hereof (the "**Initial Term**"). After the Initial Term, this Agreement will continue from month to month unless terminated pursuant to Article III.

Section 1.03 Rent. In consideration of Lessee's right to use any item of Equipment, Lessee shall pay the applicable rent as set forth in Exhibit A (the "**Rent**"). All amounts due under this Agreement shall be paid by Lessee out of Lessee's Gross Revenues (as defined in the Franchise Agreement) each month during the Term. Lessee's obligation to pay all Rent and other amounts under this Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever. The applicable Rent is charged per each of the individuals listed on Exhibit B.

Section 1.04 Late Payments. If Goosehead (1) does not receive any payment due under this Agreement on or before the due date or (2) if Lessee's Gross Revenues are insufficient to pay

Goosehead for any payment due under this Agreement on or before the due date, then that amount will be deemed overdue. If any payment is overdue, then Lessee agrees to pay Goosehead, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum (but not more than the maximum rate permitted by law, if any such maximum rate applies). Payment of any late charge does not excuse Lessee of any default under this Agreement. Goosehead's entitlement to such interest will be in addition to any other remedies it may have.

Section 1.05 Damage to the Equipment. If Goosehead determines in its sole discretion that an item of Equipment has been materially damaged by Lessee, Lessee shall pay the following amounts (collectively, "**Loss Payment**") (a) all Rent and other amounts due prior to the date of loss with respect to such item of Equipment; plus (b) the value of the item of Equipment determined in accordance with Exhibit A ("**Replacement Cost Value**"). This Agreement terminates with respect to any materially impaired item of Equipment on receipt by Goosehead of the corresponding Loss Payment.

Section 1.06 No Warranty. GOOSEHEAD MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Section 1.07 Reservation of Rights. Goosehead is entitled to access the Equipment, with or without notice, for safety or emergency purposes or for any other purposes. We may temporarily move the Equipment and reserve the right to alter the Equipment, provided that we will not do so in a manner that materially impairs your ability to use the Equipment.

ARTICLE II
LESSEE'S REPRESENTATIONS AND COVENANTS

Lessee represents to Goosehead that the statements contained in this Article II are true and correct as of the date hereof.

Section 2.01 Authority of Lessee. Lessee has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby.

Section 2.02 Franchise Agreement. Lessee represents that it is operating in compliance with all terms of the Franchise Agreement and Operations Manual and that no event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any default or termination of the Franchise Agreement.

Section 2.03 Liens, Subleases. Lessee shall keep the Equipment free and clear of all Liens. Lessee shall not enter into any sublease of any item of Equipment.

Section 2.04 Location and Operation. The Equipment shall be located at the address identified in Exhibit A (the "**Location**"). Lessee may not move any item of Equipment from its Location without Goosehead's prior written consent. Lessee shall operate each item of Equipment exclusively in connection with the Franchised Business. Only individuals employed by Lessee are permitted to operate the Equipment.

ARTICLE III
DEFAULT AND TERMINATION

Section 3.01 Events of Default. Each of the following events is an "**Event of Default**" under this Agreement: (a) if Lessee fails to pay when due any installment of Rent or any other amount under this Agreement; (b) if Lessee defaults in the observance or performance of any other term, covenant, rule, or condition of this Agreement, on Lessee's part to be observed or performed and Lessee fails to remedy such default within three Business Days after notice by Goosehead to Lessee of such default, or if such default is of such a nature that it cannot with due diligence be completely remedied within said period of three Business Days, and Lessee does not commence within said period of three Business Days, or does not thereafter diligently prosecute to completion, all steps necessary to remedy such default; (c) if Lessee fails to observe or perform any term, covenant, or condition of the Franchise Agreement; (d) if Lessee's interest or any portion thereof in this Agreement devolves on or passes to any person, whether by operation of law or otherwise; or (e) if any representation contained in Article II is untrue as and when made.

Section 3.02 Remedies. If an Event of Default occurs, Goosehead may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Agreement in default; (b) immediately terminate in whole or in part this Agreement; (c) take possession of, or render unusable, any Item of Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Lessee for any damages occasioned by such action, and no such action shall by itself constitute a termination of this Agreement; (d) proceed by court action to enforce performance by Lessee of this Agreement to recover all Damages and expenses incurred by Goosehead by reason of any Event of Default; (e) terminate any other agreement that Goosehead may have with Lessee, including the Franchise Agreement; or (f) exercise any other right or remedy available to Goosehead at law or in equity.

Section 3.03 Termination. Notwithstanding the foregoing, either Party may terminate this Agreement at any time after the initial six (6) month term and for any reason by giving the other Party fifteen (15) days' written notice. Upon termination, Lessee must return all Equipment and fully comply with its obligations under Article XVII. Lessee agrees that thirty (30) days shall be sufficient notice and that under no circumstances will Goosehead be liable for any damages or costs incurred by Lessee due to Goosehead's exercise of its rights pursuant to this Section.

ARTICLE IV
INDEMNITY

Lessee shall indemnify, defend, and hold harmless Goosehead, its affiliates, parents, subsidiaries, officers, directors, employees, and their respective representatives (collectively, "**Indemnitees**") against any and all damages relating to, arising out of, or resulting from any claim of a third party or Goosehead arising out of or relating to: (a) any inaccuracy in or breach of any of the representations of Lessee contained in this Agreement; or (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Lessee pursuant to this Agreement.

ARTICLE V
RETURN OF EQUIPMENT

Section 5.01 Obligation to Return Equipment. Upon termination of this Agreement, Lessee shall, at its expense, no later than the expiration of the Term: (a) if requested in writing by Goosehead, deinstall, inspect, and properly pack each Item of Equipment; and (b) if applicable, return each Item of Equipment to Goosehead's Headquarters.

Lessee shall cause any Item of Equipment returned under this Agreement to be in the same condition as when delivered to Lessee, ordinary wear and tear excepted.

Section 5.02 Holdover. If, by the expiration of the Term, Lessee does not return any Item of Equipment to Goosehead in the condition and on the terms and conditions of this Article, Lessee shall continue to comply with all the terms and conditions of this Agreement and the applicable Supplement with respect to such Item of Equipment, including the obligation to pay 150% of the prorated daily Rent for each day from the expiration of the Term until the date on which Lessee returns such Item of Equipment to Goosehead in the manner required under this Article ("**Holdover Rent**"). Lessee shall not construe anything contained in this Section, including Lessee's payment of Holdover Rent, as Goosehead's waiver of Lessee's failure to perform any obligation under this Agreement.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Survival. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, will so survive the expiration and/or termination of this Agreement.

Section 6.02 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement in writing and addressed to the other party at its address set forth in the Franchise Agreement. Notwithstanding the foregoing, all notices to Lessee shall herein be delivered to Lessee's attention at the Location as described in Exhibit A.

Section 6.03 Severability. Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement will be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the Parties hereto; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part of this Agreement.

Section 6.04 Entire Agreement. This Agreement and the Franchise Agreement (including any amendments thereof), including all attached exhibits and schedules, constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 6.05 Amendment and Modification. No amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing.

Section 6.06 No Waivers. No delay, waiver, omission, or forbearance by Goosehead to exercise any right, option, duty, or power arising out of any breach or default by Lessee or any other franchisee under any of the terms, provisions, covenants, or conditions of this Agreement, and no custom or practice by the Parties at variance with the terms of this Agreement, will constitute Goosehead's waiver of Goosehead's right to enforce any such right, option, duty, or power as against Lessee, or as to subsequent breach or default by Lessee. If Goosehead accepts late payments from Lessee or any payments due, that will not be deemed to be Goosehead's waiver of

any earlier or later breach by Lessee of any terms, provisions, covenants, or conditions of this Agreement. No course of dealings or course of conduct will be effective to amend the terms of this Agreement.

Section 6.07 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

Section 6.08 Assignment. Lessee may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Goosehead. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

Section 6.09 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective successors and assigns.

Section 6.10 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.11 Choice of Law. This Agreement takes effect when both Parties execute this document. This Agreement will be interpreted and construed exclusively under the laws of the State of Texas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Texas choice-of-law rules).

Section 6.12 Choice of Venue. Each party irrevocably and unconditionally agrees that it will not commence any Action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all schedules and exhibits attached hereto, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the county and state in which Goosehead's Headquarters is located (currently in Tarrant County, Texas). The Parties agree that this Section will not be construed as preventing either party from removing an Action from state to federal court; provided, however, that venue will be as set forth above. The Parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

Section 6.13 Injunctions. Nothing contained in this Agreement will bar Goosehead's right to obtain injunctive relief in a court of competent jurisdiction against threatened conduct that will cause Goosehead loss or Damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

Section 6.14 WAIVER OF JURY TRIALS. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

Section 6.15 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 AND/OR THE PARTIES' RELATIONSHIP 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.

Section 6.16 WAIVER OF PUNITIVE DAMAGES. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

Section 6.17 CLASS ACTION WAIVER. ANY ACTION, LITIGATION, OR PROCEEDING OF ANY KIND WHATSOEVER AGAINST THE OTHER PARTY IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ALL SCHEDULES AND EXHIBITS ATTACHED HERETO, WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CONSOLIDATED, COMMON, OR CLASS ACTION.

Section 6.18 Payment of Legal Fees. Lessee agrees to pay Goosehead all Damages, costs and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that Goosehead incurs in: (a) obtaining injunctive or other relief for the enforcement of any provisions of this Agreement; and/or (b) successfully defending a claim from Lessee that Goosehead misrepresented the terms of this Agreement, fraudulently induced Lessee 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.

Section 6.19 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 6.20 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Lessee's obligation to make payments to Goosehead under this Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, riots, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any Governmental Authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (each a "**Force Majeure Event**"). Whenever a period of time is herein prescribed for the taking of any action by either party (other than the payment of Rent and all other such sums of money as shall become due from Lessee hereunder), such party shall not be liable or responsible for, there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure.

Section 6.21 Relationship of Parties. Nothing herein creates a joint venture or partnership between the Parties to this Agreement or an employee/employer relationship. Lessee is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

Section 6.22 Definitions. Capitalized terms which are not defined in this Agreement shall have the same definitions as provided in the Franchise Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

GOOSEHEAD INSURANCE AGENCY, LLC

By: _____

Name: P. Ryan Langston

Title: General Counsel

[NAME OF LESSEE]

By: _____

Name:

Title:

EXHIBIT A

Description of Equipment and Replacement Cost

Item of Equipment	Replacement Cost Value per Item	Number of Items	Total
Desk	**$1,800**	**1**	**$1,800**
Office chair	**$350**	**1**	**$350**
Headset	**$225**	**1**	**$225**
Computer monitors (2)	**$200**	**1**	**$200**
Keyboard and Mouse	**$50**	**1**	**$50**
Total			**$2,625**

Rent: [$500/individual]

Location of Equipment

[corporate office location]

EXHIBIT B

List of individuals with access to the Equipment

1.

2.

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"**) 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] (the **"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, "**Franchisor**") from any and all Claims, whether known or unknown, which Franchisee has, may have, had, or may have had against Franchisor from the beginning of time until the date of this Agreement. It is acknowledged that the facts in respect of which this release is given may hereinafter turn out to be different from the facts now known by Franchisee to be true. However, 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.

(b) Franchisee represents and warrants that Franchisee may later learn of new or different facts, but that still, it is Franchisee'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) As used in this Release, "**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.

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. Confidentiality.

(a) With the exception of government mandated filings and disclosures, which are hereby acknowledged by the Parties as excluded from this provision of the Release, the Parties agree that they, including their attorneys and representatives have not and shall not reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Release or any of the numbers or terms and conditions of any sums payable hereunder except (i) as required by reinsurers, auditors, accountants or regulators in the ordinary course of business or governmental oversight, (ii) as required by subpoena or applicable law, or (iii) as necessary to enforce the Release. The Parties agree that should any party hereto receive a subpoena or other legal request for a copy of this Release or for details associated with the contents hereof, they will immediately notify the other Party in writing to afford the other Party an opportunity to respond to the request or to seek appropriate legal action to prevent disclosure of the Release or its contents.

4. Miscellaneous.

(a) This Release 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 Release, or the relationship created by this Release, 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 by a single arbitrator 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, Westlake, Texas), by a single arbitrator selected in accordance with the JAMS rules.

(b) 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.

(c) In the event that any party to this Release incurs attorneys' fees or other expenses as a result of any dispute 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 Effective Date.

Goosehead Insurance Agency, LLC	_____
Franchisor	Franchisee
By: _____	By: _____
Name: P. Ryan Langston	Name: _____
Title: General Counsel	Title: _____

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 Financial Protection and Innovation Department of Financial Protection and Innovation 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, 21st Floor New York, New York 10005 (212) 416-8285
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor 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, 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, 2nd Floor 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 Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 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. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 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, 6th Floor Albany, 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 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, 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 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, 2nd Floor 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, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT E-1

LIST OF CURRENT FRANCHISEES

*** indicates signed agreement but unit not yet open as of 12/31/2021**
**** indicates agreement signed after 12/31/2021**

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
JP Haynes	570 Devall Drive, Suite 334	Auburn	AL	36832	(334) 659-2300
Richard Helms*		Baldwin County	AL		(352) 793-4545
Brandon Braud	6283 Park South Drive, Suite 104	Bessemer	AL	35022	(205) 258-2118
Connie Alexander & Nick Mitchell*	One Perimeter Park South, Suite 155S	Birmingham	AL	35243	(256) 513-5140
Corey Maxwell, Jason Henderson and Dennis Norton*		Birmingham	AL		(205) 510-9000
Jon Oliver*	800 Corporate Parkway Suite 100	Birmingham	AL	35242	(205) 536-9888
Joshua Mays & Darrin Wade*	137 Business Center Drive	Birmingham	AL	35244	(205) 506-2585
Phillip Provost*		Birmingham	AL	35213	(205) 492-7760
Teresa Huggins*		Birmingham	AL	-	
Will Battle	2015 2nd Ave N Suite 450	Birmingham	AL	35203	(205) 379-7007
Joseph Moreno*		Concord	AL	35023	(205) 765-3080
Shamika Johnson**		Dothan	AL	36301	
Kelly Hebert*		Fairhope	AL	-	
William Jangaard*		Florence	AL	-	
Clint Prince	500 Southland Drive Suite 123	Hoover	AL	35226	(205) 650-4711
Terrence Henry*		Hoover	AL	35244	(205) 470-4052
Jassen Garner & Kerry Williams	7500 Memorial Parkway Southwest, Suite 215K	Huntsville	AL	35802	(256) 763-7985
Lane Sanders	1300 Meridian Street North, Suite 14	Huntsville	AL	35801	(256) 692-0822
Ricky Phillips	1300 Meridian Street North, Suite 14	Huntsville	AL	35801	(256) 573-9677
Matt Loftin*	3929 Airport Boulevard, 2-300	Mobile	AL	36608	251-385-9377
Michael Frantz*		Mobile	AL		
Tessa Wiggins	1110 Hillcrest Rd Suite 2C	Mobile	AL	36695	(251) 385-5033
Dana Todd*	5615 Old Selma Road	Montgomery	AL	36108	334-746-5844
James Hooper*		New Market	AL	35761	
Stephanie Graham*		Opelika	AL		

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Stephen Boyer*		Pelham	AL	35124	
Greg Cook*		Rogersville	AL	35652	
Kyle McAdams	2919 8th Street	Tuscaloosa	AL	35401	(205) 409-4480
Charles Daniel	2081 Columbiana Road, Suite 11	Vestavia Hills	AL	35216	(205) 729-5566
Joshua Fuller	2013 Kentucky Avenue, Suite 205	Vestavia Hills	AL	35216	(205) 710-3379
Stacy O'Shields	3945 Cypress Drive	Vestavia Hills	AL	35243	(205) 881-1220
Dallas Sexton*	2503 Pine Street, Suite 1	Arkadelphia	AR	71923	(501) 232-2283
Ashley Rogers	1141 East Main Street, Suite 202	Batesville	AR	72501	(970) 632-2422
Steve Wilson	17724 Interstate 30 Suite A4 #8	Benton	AR	72019	(501) 317-2552
Coty Nichols*	1116 South Walton Boulevard, Suite 152	Bentonville	AR	72712	(479) 396-5228
Luke Collins	1103 SE 15th Street, Suite 3	Bentonville	AR	72712	(479) 319-3603
Victor Seidenschwarz*		Carlisle	AR	72024	
Bill Bertram*		Clinton	AR	72031	
Mark McDonald*	2915 Dave Ward Drive, Suite 5	Conway	AR	72034	501-329-5795
Cody Lee	19 East Mountain Street, Suite 28	Fayetteville	AR	72701	(501) 621-0777
Shelton Baird*		Fayetteville	AR		(479) 445-7744
Steve Smith	2827 Millennium Dr	Fayetteville	AR	72703	(479) 225-9455
Donny McClure*		Heber Springs	AR	72543	(800) 247-1365
John Duncan	835 Central Ave, Suite 402D	Hot Springs	AR	71901	(501) 354-4330
Matt Pierce & Dylan Green	2510 E Nettleton Ave, Suite 9	Jonesboro	AR	72401	(870) 569-3995
Charles DeFede	27 Rahling Circle, Suite B	Little Rock	AR	72223	501-710-6507
Daniel Vickers*		Little Rock	AR	72211	(501) 223-3178
Lisa Charette*	10515 West Markham Street	Little Rock	AR	72205	(501) 441-5744
Philip McKellar	27 Rahling Ct, Suite B	Little Rock	AR	72223	(501) 400-7785
James Edward Robinson*	2921 Highway 77 South, Suite 20	Marion	AR	72364	(724) 317-8413
Derek Smith*		Maumelle	AR	72113	(501) 801-5875
Brad Carter*	1571 U.S. Hwy 79	McNeil	AR	71752	(870) 412-4944
Howie Wehmeyer*		Mountain Home	AR	72653	
Jeremy Heath	4500 West Kings Highway, Suite E	Paragould	AR	72450	(501) 621-5020
Josh Lawson*		Rogers	AR	72758	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jay Trusty*		Russellville	AR	72802	
Lance Williams*		Searcy	AR	72145	
Spencer Felts*		Searcy	AR	72143	(501) 268-3648
Marc Parker*		Siloam Springs	AR	72761	
Brett and Dawn Baker*		Springdale	AR	72762	(479) 685 4356
Tonya Lane*		White Hall	AR	71602	
Jennifer Mauer	3715 W Anthem Way	Anthem	AZ	85086	(602) 551-7996
David Marsella*	12725 West Indian School Road, Suite E-101	Avondale	AZ	85392	(623) 267-5650
Edward Levin	333 N Dobson Rd , Suite 5	Chandler	AZ	85224	(480) 613-7765
Tyrone Meredith	16872 East Avenue of the Fountains, Suite 102	Fountain Hills	AZ	85268	(480) 631-5077
Dan Palmquist	725 W Elliot Road	Gilbert	AZ	85233	(480) 210-4343
Anthony Aguilar*		Goodyear	AZ		(623) 312-7720
Jason Brandon*		Goodyear	AZ	-85338	(614) 256-5330
Paul Lorenz*		Goodyear	AZ	85338	(623) 925-9411
Zachary Thomason	2990 North Litchfield Road, Suite #9	Goodyear	AZ	85395	(602) 830-3255
Brian Elder	8413 East Baseline Road, Suite 106	Mesa	AZ	85209	(480) 866-8550
Derek Espinoza, Brett Tanner, and Andrew McCargar	4862 East Baseline Road, #103	Mesa	AZ	85206	(623) 267-3838
Kelly Frieze	136 West Main Street	Mesa	AZ	85201	(623) 267-4884
Philip Dalton	8251 West Thunderbird Road Suite 160	Peoria	AZ	85381	(623) 377-7979
DeAngelo Hill*	24250 North 23rd Avenue	Phoenix	AZ	85085	(602) 830-2890
Kent Brown	23025 N 15th Avenue, Suite 202	Phoenix	AZ	85027	(480) 535-1540
Laurent Abitbol	777 E. Stella Lane, Suite 255	Phoenix	AZ	85014	(602) 654-1312
Marc Robinson*		Phoenix	AZ	85024	
Mark McMillan*		Phoenix	AZ	85037	
Mathew Torres*		Phoenix	AZ		
Robert Bob Ketchum	23910 N 19th Ave, Suite 30	Phoenix	AZ	85027	(480) 999-2923
Daniel Martinez*		Prescott	AZ	86305	
Casey Johnston*		Queen Creek	AZ	85142	
Casaundra Regal	6991 East Camelback Road, Suite D-300	Scottsdale	AZ	85251	(817) 382-1813
Greg Johnson**		Scottsdale	AZ		

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jeremy Madick	7047 E Greenway Pkwy, Suite 250	Scottsdale	AZ	85254	(480) 420-4213
Kevin Mszanowski	15333 North Pima Road Suite 322	Scottsdale	AZ	85260	(602) 698-7706
Robert Dauk*		Scottsdale	AZ		
Aj Azuelo & Ernesto Gomez*		Surprise	AZ	85379	(602) 516-1900
Kyle Richmond*		Surprise	AZ	85374	
Jake & Jay Connors*	4700 South Mill Avenue, Suite 5	Tempe	AZ	85282	(480) 992-4233
Joe Yard	4500 S. Lakeshore Drive, Suite 595	Tempe	AZ	85282	(480) 566-8344
Dan Kalm*		Tucson	AZ	85719	(520) 795-0231
Marcelo Salido	4570 North 1st Avenue Suite 120	Tucson	AZ	85718	(520) 336-9310
Michael Arambulo*		Tucson	AZ	85718	
Troy Cropp	8401 East 22nd Street	Tucson	AZ	85710	(520) 885-3100
Jon Dadbin*		Agoura Hills	CA	91301	
David Cooper	120 Vantis, Suite 300, Office 33	Aliso Viejo	CA	92656	(949) 258-9919
Jake Goehring	5101 E. La Palma Ave, Suite 110	Anaheim Hills	CA	92807	(657) 999-6799
Ignacio Grajeda*		Arcadia	CA	91007	
Ryan Parsons*		Auburn	CA	95603	
Johnathan Cartier *		Bakersfield	CA	93309	(661) 396-8600
Maykool Nolasco*		Bakersfield	CA	93311	
Patrick Bustos	1701 Westwind Dr., Suite 218	Bakersfield	CA	93301	(661) 327-1621
Daniel Sanchez*	1215 West Imperial Highway, Suite 217	Brea	CA	92821	(657) 341-1399
Josh Stroup	135 South State College Blvd. Suite 200	Brea	CA	92821	(657) 341-3828
Phil Hernandez	1215 West Imperial Highway, Suite 217	Brea	CA	92821	(714) 476-8807
Lee Weissmann*	22208 Camay Court	Calabasas	CA	91302	
Maria & Adam Swanson*	543 West County Line Road	Calimesa	CA	92320	(909) 757-6331
Nichol Swanson**		Calimesa	CA	92320	
Fred Vance	340 Rosewood Avenue, Suite B	Camarillo	CA	93010	(805) 914-5288
Timothy Ross	360 Mobil Ave	Camarillo	CA	93101	(805) 586-2866
Karl Waage	360 Mobil Ave; Suite 102L	Camarillo	CA	93010	(805) 914-5249
Fadi Chiha	8374 Topanga Canyon Blvd, Suite 202	Canoga Park	CA	91304	(818) 818-3481

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dana Carlson	2292 Faraday Avenue, Office #69	Carlsbad	CA	92008	(760) 248-4807
Jeff Fitch	6994 El Camino Real, Unit 209	Carlsbad	CA	92009	(760) 284-8736
Mark Jenkins*		Carmichael	CA	95608	(916) 251-7504
Hunter Mitchell	3137 Castro Valley Boulevard, #214	Castro Valley	CA	94546	(510) 470-5504
Chris Smith*	14726 Ramona Avenue, Suite E6	Chino	CA	91710	(657) 341-1377
Xavier Pezo*		Chino	CA	91710	(909) 628-1846
Michael Kiefer*	2560 Catamaran Way, Suite 26	Chula Vista	CA	91913	(619) 349-7474
Sasha Faraci**	1666 Tree Song Lane	Chula Vista	CA	91915	619-837-2140
Vanessa Ruiz	690 Otay Lakes Rd; UNIT # 100	Chula Vista	CA	91910	(619) 730-7411
George Bechara	6160 Center Street, Unit C	Clayton	CA	94517	(925) 276-9905
Evan Stockdale*		Clovis	CA	-	(559) 960-5826
Nick Peterson	1485 Civic Court, Suite 1352	Concord	CA	94520	-
Vanessa Rendon & Kevin Gibbs**	420 North Main Street, Suite 103	Corona	CA	92880	(951) 877-5744
Geoff Dopheide	2942 Century Pl. STE:708	Costa Mesa	CA	92626	(714) 943-1537
Kevin Nangin*	2942 Century Place, Suite 708	Costa Mesa	CA	92626	(949) 996-3354
Daniel Albitres*		Covina	CA	-	(626) 664-6845
Michael Bunda*		Covina	CA	91723	
Shane Hauschild	380 Diablo Road, Suite 201,	Danville	CA	94526	(805) 680-5436
Walter Maroney*		Dixon	CA	95620	(707) 676-2100
Wilfredo Supetran Jr*		Dublin	CA	94568	
James Gonzalez*		El Centro	CA	92243	(760) 352-0371
C.P.*		Elk Grove	CA		
Monte Montgomery*		Elk Grove	CA	95757	
Jared Norton	500 La Terraza Blvd, #150	Escondido	CA	92025	(619) 992-9448
Kevin Sciullo	6101 Cherry Avenue, Suite 205	Fontana	CA	92336	(909) 638-3822
Jas Bajwa**		Fremont	CA	94539	
Guadalupe Cruz*		Fresno	CA	93723	
Joseph Tabangcura*		Fresno	CA	93710	(559) 292-5587
Margie Ortiz*		Fresno	CA	93711	
Nicholas Meigs	7675 North Ingram Avenue, Suite 101	Fresno	CA	93711	(559) 981-5016

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
David Vo*		Garden Grove	CA	92840	(562) 920-9688
Maria Alcala	2028 E Route 66, Suite 203	Glendora	CA	91740	(626) 513-8499
Ken Marks	9700 Village Center Dr Suite 50 F	Granite Bay	CA	95746	(916) 787-5200
Michael Shopp	406 East Main Street, Suite A	Grass Valley	CA	95945	(530) 671-1211
Richard Holmes	785 Main Street, Suite 202	Half Moon Bay	CA	94019	(415) 912-0624
Miriam Gomez	1197 A Street Suite 7	Hayward	CA	94541	(510) 693-4905
John Kent	16742 Gothard Street; Suite 109	Huntington	CA	92647	
Mazin Yehia*		Huntington Beach	CA	92649	(714) 840-0437
Nick Ramirez	7911 professional Cir	Huntington Beach	CA	92648	949-570-7602
Rangel Agency	18700 Beach Blvd, Suite 140B	Huntington Beach	CA	92648	(714) 627-5007
Yama Kader*	18575 Jamboree Road, Unit 6	Irvine	CA	92612	(949) 208-9266
H.C.*		La Puente	CA		
Shaunt Hartounian	245 Broadway Street	Laguna Beach	CA	92651	(949) 946-5900
Brandon McCartney*		Laguna Niguel	CA	92677	(949) 374-1856
Cyrus Mohseni & Tarek Othman*		Lake Forest	CA	92630	(562) 248-4886
Darron Edwards	566 W. Lancaster Blvd. Suite 15	Lancaster	CA	93534	(661) 568-6114
Dante Silva	4811 Airport Plaza Drive Suite 220-A	Long Beach	CA	90815	(562) 471-5088
Ernest Redmond*		Long Beach	CA	90813	
Nancy Foster*		Long Beach	CA	90808	
Dennis Guthrie	3875 Taylor Road, Suite 200	Loomis	CA	95650	(916) 753-3422
Charles Powell*	1901 Avenue of the Stars, #202	Los Angeles	CA	90067	(818) 572-8018
Melissa Miller*		Los Angeles	CA	-	(503) 653-9080
Michelle LaPaglia	2265 Westwood Boulevard Suite 5	Los Angeles	CA	90064	(310) 721-5668
Robert Beknazarian	15260 Ventura Boulevard, Suite 1200	Los Angeles	CA	91403	(818) 636-8467
Shafiq Soudani	7500 Topanga Canyon Boulevard Suite A	Los Angeles	CA	91303	(213) 855-4414
Tina Jazinski	820 Walnut Street, Suite D	Luis Obispo	CA	93401	(805) 466-9090
Shaun Burns	Woodward Suites, 10174 Highway 41, Unit #110	Madera	CA	93636	(559) 715-4002
David Sanford*		Mission Viejo	CA	92691	(949) 330-3010
Erica Bolanos*		Montclair	CA	91763	(909) 981-4964

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Ivan Calvillo	235 E. Middlefield Road, Suite #3	Mountain View	CA	94043	(650) 499-4904
Casey Platte*		Murrieta	CA	92563	(707) 621-2422
Robert Papa*		National City	CA	91950	(619) 470-1471
Tony Nguyen	5000 Birch Street	Newport Beach	CA	92660	(310) 850-1096
Mary Vargas	9440 Reseda Blvd #200	Northridge	CA	91324	(818) 347-3400
Shi Grissom and Kim McGuire-Reid*		Oakland	CA	94611	(510) 428-2016
Jim Kordenbrock*		Oceanside	CA	92058	
Amir Manzur*		Ojai	CA	93023	(310) 573-8881
Aldo Bermudez	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 458-0509
Teresa Akahoshi	3333 E. Concourse, Ste. 7102	Ontario	CA	91764	(909) 980-3250
Sarah Nguyen, Shawn Hughes & Danh Huynh**	2475 North Tustin Street	Orange	CA	92865	(714) 410-1555
Jim Blanscet	2901 East Katella Ave, Suite C.	Orange County	CA	92869	(442) 325-7811
Mariana Hermosillo	300 E. Esplanade Dr, 9th floor, Suite 935	Oxnard	CA	93030	(805) 654-1222
David Armas*		Pacific Grove	CA	93950	(831) 757-5244
Jayne Oertwig*		Pleasant Hill	CA	94523	(925) 937-3520
Paul Pomes*		Pomona	CA	91766	(626) 216-5339
Luis Bernal*		Poway	CA	92064	
JeffreyHornbuckle*	1300 West Street, Suite 205B	Redding	CA	96001	(530) 338-3308
Joanne Sengxay	2995 Churn Creek Road	Redding	CA	96002	(530) 436-5155
Maria Santivanez*	-	Redondo Beach	CA	90278	(310) 379-5700
Esther Ramos	1680 12th Street	Reedley	CA	93654	(559) 573-9588
Christopher Mollenkamp**		Riverside	CA	92509	(530) 771-7741
Keith Sklarsky*		Riverside	CA	92501	
Vincent Cook	5701 Lonetree Blvd, Suite 108C	Rocklin	CA	95765	(916) 883-2660
Kevin McMiller*		Roseville	CA	95678	
Bryan MacDonald*		Sacramento	CA		(916) 939-8990
Pete Vlahos	836 57th Street; Suite 495	Sacramento	CA	95819	
Tony Wu	715 El Camino Real Suite 201	San Bruno	CA	94066	(415) 517-1580
Kenneth Harrington*		San Clemente	CA	92672	(714) 255-0300
Andrew Mekhail	239 Laurel Street, Suite 203	San Diego	CA	92101-1473	(619) 269-1119

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Brian Hedger	9655 Granite Ridge Drive, Suite 2002	San Diego	CA	92123	(619)-752-0399
Bryan Banner*		San Diego	CA	-	
Fernando Gallego*		San Diego	CA	-	
Frederic Rault	4445 Eastgate Mall Suite 200	San Diego	CA	92121	(619) 359-8828
James Fread*		San Diego	CA	92103	
Kady Smith & Mark Pattison*	3825 32nd Street	San Diego	CA	92104	(760) 688-7420
Lance Walkington*		San Diego	CA		
Lyle Sprung	7675 Dagget Street, Suite 300	San Diego	CA	92111	(858) 358-3730
Matt Kazan*		San Diego	CA	92120	
Ralph Sanchez*		San Diego	CA	92101-1473	
Kuroush Emami*		San Fernando	CA	91340	
Jaime Maldonado*		San Francisco	CA	94132	
James Striniste*		San Francisco	CA	94014	
Ken Poudrier*		San Francisco	CA	-	-
Paul Ringelstein*		San Francisco	CA		
Thomas Swaney	722 Lombard Street, Suite 203	San Francisco	CA	94133	(510) 682-8854
B.M.*		San Jose	CA		
Jeffrey Krasky*		San Leandro	CA	94577	(510) 422-2344
Gregory Kennett*		San Rafael	CA	94901	
Victor Echeverria Jr	1626 7th Street, Unit 112	Sanger	CA	93657	(559) 421-6055
Kraig Adams	930 W 17th St. Suite F	Santa Ana	CA	92706	(714) 886-3796
Andrea Edmundson*	28368 Constellation Road #360, Suite 207	Santa Clarita	CA	91355	(661) 495-3911
Rene Enriquez*		Santa Clarita	CA	91390	
Vishav Aujla	25000 Avenue Stanford, Suite 164	Santa Clarita	CA	91355	(661) 554-3977
Chris Cenami*		Santa Rosa	CA		
Shuneka Olayvar	278 Town Center Parkway, Suite 202	Santee	CA	92071	(619) 733-1245
Todd Cabral*		Shingle Springs	CA	95682	
Jeff Biscoe*		Simi Valley	CA	93065	(805) 428-5449
Jay Reever	125 South Hwy 101,	Solana Beach	CA	92075	(858) 492-0433
Craig Wafer*		Stockton	CA	95212	(510) 517-5705
Nick Cadet	16585 Pacific Coast Highway, Unit 205	Sunset Beach	CA	90742	(562) 541-8339

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Aaron Boles & Josh Orrantia*		Tehachapi	CA	93561	(661) 549-8887
Owen O'Malley*		Temecula	CA	92592	
David Pavon*		Thousand Oaks	CA	91320	(818) 348-6151
L.C.*		Tiburon	CA		
Luis Martinez*	2522 Chambers Road, Suite 105	Tustin	CA	92780	(949) 981-2049
Terri Duong**	1442 Irvine Boulevard, #221	Tustin	CA	92780	(949) 506-2633
Reid Nicol and Mary Nicol*	25600 Rye Canyon Road, Suite 101	Valencia	CA	91355	(661) 495-2600
Ian Salinas*		Valencia	CA	91354	(661) 317-7522
David Williams*		Ventura	CA	93001	(805) 637-2472
Adrian Landa	15447 Anacapa Road, Suite F	Victorville	CA	92392	(909) 295-4186
Gilbert Noriega*		Visalia	CA	93277	(559) 802-3112
Ken Macbeth*		Vista	CA	92083	(760) 729-0656
Tom Guo	19811 Colima Road Suite 240	Walnut	CA	91789	(626) 566-7477
Emilio Solares	1470 Maria Lane; Suite 380	Walnut Creek	CA	94596	925-436-2415
Kyle Degoey	309 Lennon Lane, Suite 102	Walnut Creek	CA	94598	(925) 765-9014
Ahmad Soudani*		West Hills	CA	91304	(818) 878-8708
Chuck Crowell	2945 Townsgate Rd, Suite 200	Westlake Village	CA	91361	(805) 702-8440
Patrick De Guzman*		Whittier	CA	90601	(562) 237-7138
J.W.*		Windsor	CA		
Angel Reynoso*		Yuba City	CA	95991	(530) 671-8400
Steve Cook*		Yuba City	CA	95991-6735	(530) 673-9780
Steve Rhodd*		Yucaipa	CA	92399	
Cameron Zerpoli*	3333 Concours Street	Ontario	CA	91764	(909) 966-5580
Sean Hullender	12191 West 64th Avenue, Suite 100A	Arvada	CO	80004	(720) 898-8355
Lisa Baker*		Aspen	CO	--	-
Michael Sailor*		Aspen	CO	81611	
Abbey Fuller	3190 S Vaughn Way Ste 550	Aurora	CO	80014	(303) 757-7241
Ashley Kwiatkowski*		Aurora	CO	80015	(303) 578-7800
Wayne Johnson*		Aurora	CO	80015	-
Jim Lord*		Basalt	CO	81621	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
William Earthman	310 Market St	Basalt	CO	81621	(970) 658-5299
Jeff Premer	120 Bunyan Avenue, Suite D	Berthoud	CO	80513	(970) 829-8383
Regan McMahon*		Boulder	CO	80304	
Keeley Essig	390?Walnut Street, STE 105?	Brighton	CO	80601	(720) 307-5156
Yong-Su White	390 Walnut Street, Suite 115	Brighton	CO	80601	(720) 716-5533
Kristine Hodges	8181 Arista Place, Suite 100, 200, 500	Broomfield	CO	80021	(720) 902-3888
Tim Campbell	390 Interlocken Crescent Suite 350	Broomfield	CO	80021	(720) 734-2933
Kelly Burns*	6909 South Holly Circle, Unit 320	Centennial	CO	80112	(303) 770-5652
Bertha James*		Colorado Springs	CO	80920	(719) 591-2222 x 5425
Chad Penkhus*	12265 Oracle Boulevard, Suite 200	Colorado Springs	CO	80921	(719) 387-7119
Jennifer Hansen	102 South Tejon Street, Suite 1145	Colorado Springs	CO	80903	(719) 359-5550
Kendrick Davis*		Colorado Springs	CO	80917	
Michael Smith	110 1/2 North Tejon Street	Colorado Springs	CO	80903	(719) 888-5477
Sam Morrill	12265 Oracle Blvd Ste 105	Colorado Springs	CO	80921	(719) 660-8355
Tony Holliday	102 S Tejon. Suite 1145	Colorado Springs	CO	80903	(402) 680-6984
Trey Whitlock*	409 North Tejon Street, Suite 201	Colorado Springs	CO	80903	(719) 630-8739
Kasey Doss	11863 Springs Road, Suite 254	Conifer	CO	80433	(720) 381-2599
Dino DiCarlo*		Dacono	CO	80514	(303) 828-3386
Diego Barrantes*		Denver	CO	80221	(469) 471-3304
Ed Hable	1610 Wynkoop Street, Suite 550	Denver	CO	80202	(303) 835-0508
Eric Nelson*		Denver	CO	80231	(720) 399-1529
Holly Frachetti**		Denver	CO	80222	
Jeffrey Hruby*		Denver	CO	80014	
Jill McCarthy and Patricia Reimann	1615 Platte St	Denver	CO	80202	(720) 480-9763
Lisa Lundquist	100 S Madison St Unit 3B	Denver	CO	80209	(720) 780-7727
Mike Quintana*		Denver	CO	80260	(303) 920-5064
Nieves Hulko*	1660 South Albion Street	Denver	CO	80222	(720) 850-5766
Robbie L. Mathes*		Denver	CO	80238	(303) 755-2600
Lukas Perry	835 Main Avenue, Suite 225	Durango	CO	81301	(720) 603-9199

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Zachary Kirschstein	1099 Main Avenue, Suite 316	Durango	CO	81301	(970) 449-0064
Erin Carlson	1286 Chambers Ave- Unit 202	Eagle	CO	81631	(970) 658-5331
Jeremy Costa	169 West Inverness Drive, Suite 100	Englewood	CO	80112	(720) 457-4141
Dylan Nelson	169 W Inverness Drive, Ste. 100	Englewood	CO	80112	(720) 798-0887
Kemper Del Smith	169 West Inverness Drive, Suite 100	Englewood	CO	80112	(805) 914-5249
Patrick Meyers*		Englewood	CO	80113	(303) 757-2400
Adrian Romano	155 North College Avenue, Suite 206	Fort Collins	CO	80524	(307) 635-2821
Alan Romero	724 Whalers Way, Building H, Unit 100	Fort Collins	CO	80525	(970) 372-1177
Kendall Keil	1925 South Timberline Road Office Building	Fort Collins	CO	80525	(970) 829-8141
Mike Leffler	2580 E Harmony Rd, Suite 311	Fort Collins	CO	80528	(970) 672-4574
Kylie Kroeplin	3540 Hwy 52, Unit D2	Frederick	CO	80516	(720) 689-5855
Tory Reed*		Fruita	CO	81521	(970) 858-4222
Daniel Jensen*		Golden	CO	80401	(303) 534-1020
Cara Williams	571 25 Road, Suite 8	Grand Junction	CO	81505	(970) 818-5266
Joe Bradley*	200 Union Blvd, Suite 200	Lakewood	CO	80228	
Glenn Vandine*		Littleton	CO	80120	
Mario Perricone	2679 West Main Street Suite 300-722	Littleton	CO	80120	(720) 900-4212
Van Korell	5777 S. Rapp Street	Littleton	CO	80120	(303) 730-1651
Brian Ferguson*		Longmont	CO	80501	(720) 552-6949
Marcus Hoke	11052 Cimarron Street Unit E, Office 5	Longmont	CO	80504	(720) 204-4100
Michelle Randel	727 Main Street	Longmont	CO	80501	(720) 863-7778
Gayle Cook	357 McCaslin Blvd	Louisville	CO	80027	(720) 713-7225
Bridgett Waterman	1404 Hawk Pkwy, Suite 218	Montrose	CO	81401	(970) 458-1762
Rick Greenfield	236 North Washington, #5W	Monument	CO	80132	(720) 689-8445
Colin Corbin*		Morrison	CO	80465	(720) 530-8322
Kent Cheese*		Parker	CO	80134	(303) 942-8300
Teena Dodson	434 S. McCulloch Blvd, Suite 1	Pueblo	CO	81007	(719) 368-8900
Matt Moser*	44 East Spaulding Avenue, Unit 3-11	Pueblo West	CO	81007	(719) 623-1744
Joseph Unruh*	240 4th Avenue	Severance	CO	80615	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Brett Allison	1855 Ski Time Square Dr	Steamboat Springs	CO	80487	(970) 821-9151
Barney James	2200 East 104th Avenue Ste 210	Thornton	CO	80233	(702) 902-3992
Justin Caruso & Brittany Martinez*		Westminster	CO	80023	(303) 800-9807
Richard Marulli*		Westminster	CO	80021	
Turner Williams & Drew Harkleroad	1120 W 122nd Avenue, Suite 103	Westminster	CO	80234	(720) 780-2722
Alyssa Myers	4045 Wadsworth Blvd, Ste 306	Wheat Ridge	CO	80033	(303) 223-3966
Shelby Edwards	10200 W 44th Ave	Wheat Ridge	CO	80033	(303) 570-0136
Marc Wagner*		Windsor	CO	80550	(970) 391-2050
Michael Garceau	35 Tower Lane, Suite 102	Avon	CT	06001	(959) 900-8222
Lucy Sierra	1000 Lafayette Boulevard, Suite 1100	Bridgeport	CT	06604	(203) 364-2422
Baiju Coilparampil	399 E Putnam Ave, Ste 4	Cos Cob	CT	06807	(203) 301-8388
Nathan Archer	83 Wooster Heights Rd., Suite 157	Danbury	CT	06810	(443) 223-1978
Nicholas Phillips	30 Old Kings Hwy S, Suite 225	Darien	CT	06820	(347) 579-7196
B.V.*		Ellington	CT		
Sean Goode*		Fairfield	CT	6824	(203) 844-0287
James "Jim" Hollar*		Hamden	CT	6518	(203) 281-4100
Jeffrey Batulevitz*		Hebron	CT	06248	(860) 951-2822
Franklin Osei-Assibey*		Manchester	CT	06040	(860) 528-5643
Benjamin Hoisington	57 Dodge Ave	North Haven	CT	06473	(860) 724-4168
Scott & Andrew Zebendon	1 Trap Falls Rd Suite 210	Shelton	CT	06484	(203) 859-9333
Peter Finken*		Simsbury	CT	06070	
M.S.*		South Windsor	CT		
Ryan Dumond	35 North Main Street, Ste 3A-10	Southington	CT	06489	(860) 539-3682
Rafael Ysabel	1266 East Main Street, Suite 612	Stamford	CT	06902	(475) 359-8804
Kurt Werner	2033 E Main Street	Torrington	CT	06790	(860) 201-0381
Amy McCarthy*	44 Hyde Avenue	Vernon	CT	06066	(959) 888-5688
Nurul Alam**		Westport	CT	06880	
Burgandee Schley	360 Bloomfield Avenue, Suite 301	Windsor	CT	06095	(959) 255-9308
Tina Helfer*	5506 Connecticut Ave NW, Ste 20	Washington	DC	20015	(202) 734-5600
William Roberts	4164 North Dupont Hwy Suite 10	Dover	DE	19901	(302) 467-2633

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Eric James*	29134 Harmons Hill Road	Millsboro	DE	19966	(302) 295-1101
Matthew Wood	28371 Dupont Boulevard, Suite 4	Millsboro	DE	19966	(302) 613-2962
Craig Lytle	2700 Kirkwood Highway	Newark	DE	19711	302-842-8477
Alisha Cooper	1521 Concord Pike Suite 102	Wilmington	DE	19803	(302) 467-3933
Bob Sbraccia	2417 Lancaster Avenue, Suite 109	Wilmington	DE	19805	(302) 485-5508
Brian Dougherty	5560 Kirkwood Highway	Wilmington	DE	19808	(302) 482-4611
Damon Snipe	1521 Concord Pike Ste 301	Wilmington	DE	19803	(302) 688-7399
Glenn Lubin	375 Douglas Avenue, Suite 2015	Altamonte Springs	FL	32714	(321) 319-9445
Jay Leniz*		Apollo Beach	FL	33572	(941) 761-3800
David Helfman	327 Plaza Real Blvd #215	Boca Raton	FL	33432	(561) 237-5480
Eric DiValerio*		Boca Raton	FL	33431	(215) 813-5777
Frankie Fortunato & Michal Skarzynski**	9732 Saddlebrook Drive	Boca Raton	FL	33496	(561) 237-8205
Jared Krosley & Jonathan Krosley	5255 North Federal Highway, Suite 210	Boca Raton	FL	33487	(561) 453-3255
Maytee Santoro	123 NW 13th Street, Suite 304-10	Boca Raton	FL	33432	(561) 419-9799
Michael Masem	2405 Qunatum Blvd	Boynton Beach	FL	33426	561.299.1513
Tim Rariden	1301 6th Ave W, Suite 100	Bradenton	FL	34205	(941) 357-7491
Debbie Price	1763 South Kings Avenue, Suite A	Brandon	FL	33511	(813) 448-1506
Bryan Avery*		Cape Coral	FL	33914	(239) 599-3220
Stephanie Velez	921 East Semoran Blvd,Suite 921	Casselberry	FL	32707	(321) 696-0262
Luis Andrew Ruiz & Eric Gray*	20325 Old Cutler Road	Cutler Bay	FL	33189	(786) 698-1605
Kelvin Mayner	435 S. Ridgewood Ave., Unit 103	Daytona Beach	FL	32114	(386) 866-0444
Ian Mazzola	4723 West Atlantic Avenue, Suite 3	Delray Beach	FL	33445	(561) 665-7332
Shawn Cate*		Destin	FL		
Jason Ferguson*		Fleming Island	FL	32003	(904) 903-1989
Eddie Ortega*		Fort Lauderdale	FL	33315	(954) 790-0177
Kim Howard*		Fort Lauderdale	FL	-	(954) 742-5542
Lisa Adams	8890 Salrose Lane, Suite 106	Fort Myers	FL	33912	(239) 766-8334
Brian Engstrom*		Freeport	FL	32439	(813) 787-8087
David Cheesborough	111 Southeast 1st Avenue, Suite 120-05	Gainesville	FL	32608	(954) 780-8775

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Lisa Dozier*		Gibsonton	FL		
Herman Camarena*		Greater Orlando	FL	-	
Fred Behnke	4000 Hollywood Blvd, Ste 531	Hollywood	FL	33021	(954) 613-1441
Troy Ledford*		Homestead	FL	33030	(305) 345-2469
Anne Buchanan*	6028 Chester Avenue, Suite 202	Jacksonville	FL	32217	(904) 569-8880
Carol Kilpatrick	6028 Chester Ave, Suite 101	Jacksonville	FL	32217	(904) 575-3007
Craig & Kristine Koproski	492 Osceola Avenue	Jacksonville Beach	FL	32250	(904) 478-8422
Lena Mayo	250 International Parkway, Suite 134	Lake Mary	FL	32746	(973) 917-3225
Gabriela Frederick*		Lake Worth	FL	33467	(954) 553-8182
Amanda Spires*	122 East Main Street, Suite 176	Lakeland	FL	33801	(786) 744-5433
Andrew Lipham*		Lakeland	FL		(863) 513-4027
Angela Miller*	500 Florida Avenue South, Suite 413	Lakeland	FL	33801	(786) 706-8702
Sean Petersen	233 North Tennessee Avenue	Lakeland	FL	33801	(863) 345-7900
Terrence Theodore*		Lakeland	FL	-	(443) 306-3803
Chris Conner*		Lakewood Ranch	FL		(610) 608-2867
Jason Horton*		Lauderhill	FL	33351	
Michael Friedly	1845 Collier Parkway	Lutz	FL	33549	(813) 906-2222
Mackenzie Redding	113 Candace Drive, Office #11	Maitland	FL	32751	(727) 228-8995
Douglas MacCallum	520 East Strawbridge Avenue	Melbourne	FL	32901	(407) 634-5099
Alberto Jimenez, Alexa Azor & Gustavo Reyes*	10689 North Kendall Drive, Suite 315	Miami	FL	33176	(305) 684-3587
Christine Posso**	8910 Southwest 172nd Avenue, #1205	Miami	FL	33196	(786) 744-5270
Daniel Valiente	7735 NW 64 St Bay #2	Miami	FL	33166	(305) 599-8113
Raul Loys**		Miami	FL	33156	(305) 582-9315
Tracy Allen	6412 Hwy 90, Suite B	Milton	FL	32570	(850) 564-7887
George Chance	495 Grand Boulevard	Miramar Beach	FL	32550	(850) 677-1999
David Lane*		Naples	FL		(917) 362-9477
Michelle Johnson	1766 Sea Lark Lane Suite D4	Navarre	FL	32566	(850) 542-3997
Susan Whitmire	7552 Navarre Pkwy, Suite 4	Navarre	FL	32566	(850) 222-6676
Jimmy Pava Valderrama	8520 Government Drive Suite 1 Room 10	New Port Richey	FL	34654	(727) 877-5423

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Brittany Morrison*		North Miami	FL	-	(305) 896-5752
Jason Wigginton*	1100 Southeast 58th Avenue, Unit A	Ocala	FL	34480	(352) 598-0505
Ruth McFarland	2801 Southwest College Road, Suite 17	Ocala	FL	34474	(352) 322-0865
Jennifer McCoy*		Odessa	FL	33556	(813) 679-9215
Corey Toombs	5323 Millenia Lakes Boulevard, Suite 303	Orlando	FL	32829	(407) 545-4080
Fabio Silva*	7021 Grand National Drive, Suite 110	Orlando	FL	32819	(407) 781-7813
Jay Ravede*		Ormond Beach	FL		
Thomas Scorza	200 E Granada Blvd, Suite 202	Ormond Beach	FL	32176	(386) 871-4665
Zach Landis	112 S 6th Street	Palatka	FL	32177	(386) 271-4421
David Hernandez & Daniel Hernandez*	3809 Buttercup Circle South	Palm Beach Gardens	FL	33410	(561) 237-8511
Kris Wiltfong	31 Lupi Court, Suite 120B	Palm Coast	FL	32137	(386) 888-8303
Patrick Infantes & Brenda Prestigiacomo*	1155 Tampa Road, Suite A	Palm Harbor	FL	34683	(727) 476-7400
Pete Carmasino*		Palm Harbor	FL	-	(609) 977-3311
Paul Wunstell	475 Harrison Ave, STE 215	Panama City	FL	32401	850-396-4669
Joey Kirkland	3 Miracle Strip Loop Ste B	Panama City Beach	FL	32407	850-312-4112
Marie Salas*		Pembroke Pines	FL		
Thomas Provost	3000 Langley Ave Ste 402, Office 6	Pensacola	FL	32503	(850) 777-3397
Kevin Davis*	150 South Pine Island Road, Suite 300	Plantation	FL	33324	(754) 333-2304
Peter Scott*		Ponte Vedra Beach	FL	-	(904) 234-7316
Steven Silvester	4210 Valley Ridge Boulevard, Suite 109	Ponte Vedra Beach	FL	32081	(904) 578-6444
Shane Lindsay	1777 Tamiami Trail, Suite 304-1	Port Charlotte	FL	33948	(941) 548-6228
Gary & Sam Paul	5889 S. Williamson Blvd, Suite 1414	Port Orange	FL	32128	(386) 492-9057
Burt Hogan	145 Nw Central Park Plaza	Port St Lucie	FL	34986	(772) 985-4281
Ryan Madonna*	11131 Winthrop Market Street	Riverview	FL	33578	(904) 902-7550
Zac Hoevelman	203 E 3rd Street	Sanford	FL	32771	(936) 577-6108
Chris Parsons & America Jones	4837 Swift Road	Sarasota	FL	34231	(941) 259-1411
Kiki and Trent Bowers	1990 Main Street Suite 750	Sarasota	FL	34236	(941) 260-4885
Charlie McLarty*		Satellite Beach	FL	32937	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Richard Sindone	1603 US-1 #101	Sebastian	FL	32958	(772) 783-2077
Harrison Froid	1135 Pasadena Ave S, Suite 304	South Pasadena	FL	33707	(727) 914-9775
Richard Collins	342 Paseo Reyes Drive	St Augustine	FL	30295	-
Kimberlee Stuart*	159 Hampton Point Drive, Suite 4	St. Augustine	FL	32092	(904) 544-3799
Melissa Williams*	4605 Neptune Road	St. Cloud	FL	34769	(407) 553-8472
Brandon Loper*		St. Petersburg	FL		(334) 663-3657
Jewon Brown*		Tallahassee	FL		(850) 321-4991
Joan Wilson	3520 Thomasville Road, Suite 201D	Tallahassee	FL	32309	(850) 322-0789
Courtney Grandstrand	400 North Ashley Drive, Suite 1900	Tampa	FL	33602	(813) 524-5044
Julie Hover	410 S Ware Blvd, Suite 800	Tampa	FL	33619	(813) 906-5609
Steve Gilbert	550 N. Reo St. Suite 300	Tampa	FL	33609	(727) 219-1758
David Sexton	905 E Martin L King Jr Dr	Tarpon Springs	FL	34689	(727) 493-0039
Jack Mellon**	331 Anclote Road, Suite 103	Tarpon Springs	FL	34689	727-493-4990
Monika Spadlo	110 Athens Street, Suite L	Tarpon Springs	FL	34689	(727) 739-8588
Darian Ward	2150 Seven Springs Blvd	Trinity	FL	34655	(727) 862-6609
Ryan Mahoney & Blake Manhart	205 W. Venice Ave, Suite 201	Venice	FL	34285	(561) 990-5771
Raymond Campbell	2252 Twelve Oaks Way, Suite 102	Wesley Chapel	FL	33544	(813) 750-7447
Elizabeth & Oscar Moraga*		West Palm Beach	FL		(305) 492-2055
Mike De Young	1950 N Commerce Pkwy, Suite 6	Weston	FL	33326	(954) 993-6198
Gregory Summers*	9100 Conroy Windermere Road, Suite 241	Windermere	FL	34786	(407) 794-1944
Brooke Murrin	1431 Howell Branch Road, Suite B	Winter Park	FL	32789	(321) 999-9509
Lou Tharayil	5720 Gall Blvdm STE 1	Zephyrhills	FL	33542	(813) 702-9116
Daniel Cox	2487 Cedarcrest Rd suite 111B	Acworth	GA	30101	(678) 392-2519
Jake Davis*		Albany	GA		
Daniel Chadwick & David Coury	11500 Atlantis Pl, Suite D-5	Alpharetta	GA	30022	(404) 600-1105
Kirk Holloway*		Alpharetta	GA	30009	-
Alex & Jennifer Williams*		Atlanta	GA		(678) 641-9066
Alex Wilkinson & Jordy Broder	4651 Roswell Road, STE C204	Atlanta	GA	30342	(678) 389-6055
Austin Maddox	800 Battery Avenue SE, Suite 100	Atlanta	GA	30339	(678) 280-1411

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Bill Mathis*		Atlanta	GA		
Bob Almand & Patrick Risse	3550 Lenox Road NE Suite 21046	Atlanta	GA	30326	(770) 689-4883
Christian Cornell	3017 Bolling Way NE, Ste 152	Atlanta	GA	30305	(404) 492-8303
David L. Lee*	1324 Campbellton Road Southwest	Atlanta	GA	30310	(470) 977-3060
Dena Crosby and Agatha Marshall*		Atlanta	GA		
Dion Leonard*	3350 Riverwood Parkway, Suite 1900	Atlanta	GA	30339	(678) 528-1114
Hayden Robbins	3017 Bolling Way NE Suite 150	Atlanta	GA	30305	(404) 348-4222
Jarvis Mills*	800 Battery Avenue Southeast Suite 100	Atlanta	GA	30339	(678) 258-9227
Jon Halland	1155 Perimeter Center West, Unit 10-106	Atlanta	GA	30338	(480) 576-2377
Riche Laguerre	1 Glenlake Parkway Suite 650 & 700	Atlanta	GA	30328	(470) 419-7778
Tibou Taylor*		Atlanta	GA	30306	(404) 760-2772
Austin Moss & John Nixon	1526 Monte Sano Avenue	Augusta	GA	30904	(706) 955-1357
Jim Butler	101 Lochlyn Place, Suite C	Bonaire	GA	31005	478-298-8895
Christopher Deloach*		Bremen	GA	30110	(770) 415-0070
Jaimee Jackson*	3365 Cypress Mill Road Suite 11	Brunswick	GA	31520	(912) 289-0065
Mike Justice	4295 Buford Dr #2E	Buford	GA	30518	(678) 999-7171
Ben Goodrich	1558 Marietta Highway Suite 230	Canton	GA	30114	(470) 839-9214
Julie Layland*		Canton	GA		
Leslie and Steven Swain*		Cartersville	GA	30120	(832) 454-8243
Jordan William Ferguson*		Cleveland	GA	30528	(706) 865-8500
Terry Moore**	1975 Windsor Creek Drive Southwest	Conyers	GA	30094	(678) 385-4102
Ajay Koonuru*	410 Peachtree Parkway, Building 400, Suite 4245	Cumming	GA	30041	(470) 839-9190
Michael Hodges*		Cumming	GA	30028	(770) 887-7774
Amy Gibbs	300 WI Parkway, Suite 205	Dallas	GA	30132	(678) 385-4090
Jim Sheridan*		Dallas	GA	-	-
Kimberly Watson	1007 Saint Charles Street	Dalton	GA	30721	(762) 847-0035
James Caine	6761 Peachtree Renaissance Suite 255	Doraville	GA	30360	(470) 735-3866
Karim Samani	2180 Satellite Boulevard, Suite 400	Duluth	GA	30097	(678) 528-2260

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Steven & Ana Neal	457 Columbia Industrial Boulevard	Evans	GA	30809	(706) 413-8221
Walt Bagwell*		Evans	GA	30809	(706) 863-7598
Christopher Wszelaki	110 Habersham Dr, Suite 152	Fayetteville	GA	30214	(678) 894-1716
M.M*		Fayetteville	GA		
Gary Miller Jr	6105 Atlanta Highway, Unit C	Flowery Branch	GA	30542	(678) 8940833
Randy Swearengin*		Flowery Branch	GA		(256) 553-9502
Tyler Burge*		Flowery Branch	GA	30542	
Brian Weeks	3631 Mount Vernon Road	Gainesville	GA	30506	(470) 317-7776
Major Harris*	150 West Franklin Street, Suite 700	Hartwell	GA	30643	(706) 780-5557
Duane Campbell*	4188 Highway 53, Suite 102	Hoschton	GA	30548	
Prince Gontee*		Jonesboro	GA	30236	(678) 400-0842
Marissa Erwin*		Kathleen	GA	31047	(478) 955-2583
Lisa Aguirre	125 Townpark Drive Suite 300	Kennesaw	GA	30144	(678) 804-8828
Sarah Bentley	125 Townpark Drive Suite 300, Office # 50	Kennesaw	GA	30144	(470) 460-5527
Walker Clark*		Kennesaw	GA		
Daniel Gleasure*		La Grange	GA	30241	(785) 760-3396
Tyler DeGuibert*		Lawrenceville	GA	30044	-
Samuel Ameyaw*		Lilburn	GA	30047	(770) 545-6446
Jevon Teague*		Marietta	GA		
Marques Holloway	30 Whitlock Place	Marietta	GA	30064	(678) 540-4733
Tonia Kiser*		Marietta	GA	30066	(678) 494-9903
Mendez and Tonya Hollis*	228 Edna Ruth Lane	McDonough	GA	30253	(678) 784-4656
Rena Richardson	2020 Avalon Pkwy Suite 345	McDonough	GA	30253	(770) 742-7442
Ritta Harden Chatman*		Milledgeville	GA		
Felipe Barganier*		Newnan	GA	30265	
Nathan Brain*		Newnan	GA	30263	(770) 251-3925
Robert Collins and Louann Jessee*	15 Perry Street	Newnan	GA	30263	(470) 816-2677
Brian Hambrick*		Powder Springs	GA	30127	(770) 499-1404
Chris Congdon*	808 Ave B, Ste D	Rome	GA	30165	(706) 523-8366
Ben Bloodworth	760 Old Roswell Road	Roswell	GA	30076	(404) 383-4144
Charles Lambert*		Roswell	GA	30075	(678) 871-8800

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
John Stewart	55 Park Square Court Suite 101	Roswell	GA	30075	(678)272-3722
Josh Thornley	1560 Warsaw Road Suite 10	Roswell	GA	30076	(678) 258-9044
Jason Cowen	5784 Lake Forrest Drive Northwest, Suite 225	Sandy Springs	GA	30342	(678) 786-7499
Nick Wood*		Sandy Springs	GA	30328	(770) 926-9890
Barry Gravitt	785 King George Boulevard Unit 107	Savannah	GA	31419	912) 525-2555
Chadd Bruce*		Savannah	GA		(478) 361-6027
Dave Lott	1 Diamond Causeway	Savannah	GA	31406	(912) 525-0521
Kenny Woelpper	130 E. 39th Street	Savannah	GA	31401	(912) 527-7229
Mark Haskins*		Savannah	GA	31405	(912) 352-9860
Trina Scott	6857 Highway 16, Suite 1020	Senoia	GA	30276	(770) 799-6266
Laura Leidigh*		Smyrna	GA	30082	(404) 233-5650
Mayank Patel*		Snellville	GA	-	(678) 778-2005
Shannon Hudson	1350 Scenic Highway, Suite 266	Snellville	GA	30078	(470) 781-8886
Tanesha Spann-Magwood*		Stockbridge	GA	30281	(770) 742-3900
Nayankumar Naik*		Suwanee	GA	30024	(470) 327-9267
Shawn Leheny	75 North Broad Street Suite 2000	Winder	GA	30620	(404) 407-5766
Chase Kuech	220 Heritage Walk Suite 216	Woodstock	GA	30188	(770) 282-9335
Cheri Spickard*	5947 Holly Springs Parkway, #308	Woodstock	GA	30188	(678) 578-5949
Jacob Hiers*		Woodstock	GA	30188	(770) 926-8787
Josh Knight & Shannon Hudson	200 Heritage Walk Suite 208	Woodstock	GA	30188	(770) 599-2277
Scott Williams	233 Arnold Mill Road Suite 300	Woodstock	GA	30188	(678) 540-1611
Matt Sturdevant & Larry Thein	4726 North Brady Street	Davenport	IA	52806	(563) 528-3307
Josh Harms	27 South Main Street, Suite 130	Denison	IA	51442	(712) 560-9983
Nathan Keppler*		Des Moines	IA	50321	
Brad Notestein*		Mt Pleasant	IA	52641	
Kelli Steil*		Oskaloosa	IA	52577	(641) 673-0088
Josh Vondrak*		Sioux City	IA		
Keith Gates*		Sioux City	IA	51103	
Tim Mars*		Sioux City	IA	-	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Pat Wilsbacher	2960 99th Street, Suite 1	Urbandale	IA	50322	(515) 631-5580
Taylor Ball*		Blackfoot	ID	83221	
Melissa Tureaud	9233 West State Street	Boise	ID	83714	(208) 296-7511
Kenneth Brown*	101 Park Avenue, Suite 311	Idaho Falls	ID	83402	208-593-2833
Bobby Rossadillo*	1619 Linder Road, Suite 104	Kuna	ID	83634	(208) 563-5822
Tama Lamm*	315 Deinhard Lane	McCall	ID	83638	
Shawn Kerr*		Nampa	ID	83686	
Fred Meckel*		Post Falls	ID	83854	
Isaac Adams*		Rigby	ID	83442	(559) 234-2434
Francisco Erazo	1409 Commerce Drive	Algonquin	IL	60102	(773) 278-8037
Nathan Powell	15 North Edgelawn Dr, Suite 4	Aurora	IL	60506	(630) 816-8694
Tim Stankus*		Bartlett	IL	60103	(224) 234-8953
Joe Kosner	223 Batavia Ave, Suite 201	Batavia	IL	60510	(630) 283-6204
Michael Bartow*		Batavia	IL	60510	(630) 879-6100
Damaris Soto*	522 East Jefferson Street	Bensenville	IL	60106	(630) 580-8094
Nestor Silva	111 Main Street, Suite 2	Bensenville	IL	60106	(312) 847-6997
De'Andre Hardy*		Berwyn	IL	60402	(847) 942-3778
Robbie Palmiotto*		Bloomingdale	IL	60108	(305) 965-9314
Amanda Van Allen*		Bloomington	IL	61701	(309) 661-1201
Christopher Kobel*		Bloomington	IL	61704	(309) 661-2502
Matt Haselhorst	644 N 2nd St	Breese	IL	62230	(618) 744-0885
Andre Haywood	1739 E 87th St	Chicago	IL	60617	(773) 832-7111
Greg King*		Chicago	IL	60615-4553	(708) 717-4134
Laurie & Michael Bish	4421 W Irving Park Road	Chicago	IL	60641	(847) 647-9774
Michael Levin	451 North Racine Avenue	Chicago	IL	60642	(847) 807-8803
Nick Farrell*		Chicago	IL	-	
Robin Jackson	1136 S. Delano Court West, Suite B201	Chicago	IL	60605	773-966-3756
Ryan Creasey*	-	Chicago	IL	-	(630) 649-9447
Stan Nowak*		Chicago	IL	60616	(847) 305-8300
Steve Bishop	5200 North Damen Avenue	Chicago	IL	60625	(872) 713-7774
Todd Nauman*		Chicago	IL	-	
Guadalupe Silva*		Cicero	IL	60804	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dana McClane*		Columbia	IL	62236	(618) 719-8173
Blake Mitroff	101 N. Main Street, Unit 17	Crystal Lake	IL	60014	(630) 526-8099
Gary Bonick*		Crystal Lake	IL	60014	
Mike Gulo	4905 Main Street	Downers Grove	IL	60515	(847) 613-4351
Tom Sutter*		Elgin	IL		
Daniel Baylis*		Elmhurst	IL	60126	(630) 550-1583
William Owens*		Evanston	IL	60201	
Nicholas Fritchen*		Fox Lake	IL	60020	(847) 249-9700
Bart Reed*		Geneseo	IL	61254	
Anthony Houlahan*		Geneva	IL	60134	(708) 254-7890
Luke Langer**	34 Warner Lane	Geneva	IL	60134	(331) 248-7022
William Cerwin & Michael Abraham*	821 West State Street, Suite G	Geneva	IL	60134	(331) 248-7144
Raghu Sundara*		Hoffman Estates	IL	60192	(847) 302-0690
Derrick Jones*		Homewood	IL	60430-3728	(708) 799-6100
Ray Roentz*		Jerseyville	IL	-	
Chad Carter*		Joliet	IL	60433	(708) 894-3222
Christopher Draegert & James Underwood*	100 North Waukegan Road, Suite 209	Lake Bluff	IL	60044	(847) 447-2206
Margie Burba	28100 North Ashley Circle Ste 101C	Libertyville	IL	60048	(847) 807-6889
Jodi Brown*	7672 Warner Road	Manito	IL	61546	(309) 439-9030
Aaron Hodge*		Maryville	IL	62062	(618) 344-3600
Karen Juras	123 1st Avenue East Suite #2	Milan	IL	61264	(309) 272-3770
Kraigg Knary	1515 5th Avenue Place, Suite 101-3	Moline	IL	61265	(309) 736-1860
Jaime Reyes*		Mount Prospect	IL	60056	(847) 863-0397
Jim Sherwood	401 E Prospect Ave Unit 212	Mt Prospect	IL	60056	(847) 278-4606
Mike Nolan	1515 Legacy Circle, Suite 3K	Naperville	IL	60563	(630) 300-3681
Mark Kawa*		Norridge	IL	60706	(773) 441-8558
Nick Reynolds*		North Aurora	IL	60542	(630) 449-0928
Eric Fenton*		Oak Park	IL		(312) 532-4268
Connor Klein	784 Wall Street, Suite 100F	O'Fallon	IL	62269	(618) 307-6687
Derek Tschudin	781 Sunset Boulevard, Ste 200	O'Fallon	IL	62269	(618) 589-0868

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Sonia Galindo*		Oswego	IL	60543	(630) 391-0296
Teo Abrego	7110 127th Street, Suite 150	Palos Heights	IL	60463	(708) 713-5994
Jen Ostalowski	1580 N. Northwest Highway, Suite 311-E	Park Ridge	IL	60068	(847) 696-6140
Mike Oswald	623 W US Highway 34	Plano	IL	60545	(630) 552-8759
Corey Metz*		Pontiac	IL	61764	(815) 243-3408
Martin Kvitle	3325 Maine Street, Suite 2	Quincy	IL	62301	(636) 244-8828
Matt Weber*		Rockford	IL	-	
Paul Carlson	3600 E State St Ste 210	Rockford	IL	61108	(815) 209-9119
Bashar Khatib*		Rolling Meadows	IL	60008	(847) 397-7878
Chris Scavo	5600 N. River Road Suite 420	Rosemont	IL	60018	(773) 282-5422
Jeffrey Crouth*	5600 North River Road, Suite 4200	Rosemont	IL	60018	(773) 832-7885
Matthew Ohlsen*		Rosemont	IL		
Tim Schmeltz	5600 N. River Road, Ste. 420	Rosemont	IL	60018	(847) 558-2922
Joe Hein	100 Illinois St, Suite 200	Saint Charles	IL	60174	(630) 485-4394
David Bieszczad*		Schaumburg	IL	60194	(847) 352-2811
Duane Rice	1320 Tower Road, Suite 106	Schaumburg	IL	60173	(630) 586-6455
Michael Scavo*		Schaumburg	IL	60173	224-688-0828
Tyler Payne*		Sherman	IL	62684	
Rezwan Choudhury*	9933 Lawler Avenue, Suite 444	Skokie	IL	60077	(224) 601-8535
Thomas Hoey*		Washington	IL	61571	
Justin Lindsey*		Waterloo	IL	-	
Jim Bonebrake	245 Roosevelt Road, Building 15, Unit 134	West Chicago	IL	60185	(630) 413-3717
Colt Halloran*		Westmont	IL	60559	
Greg Jones	100 West Roosevelt Rd, Unit B8-204	Wheaton	IL	60187	(630) 884-8882
Dan Vechiola*		Woodstock	IL	60098	(815) 338-8000
Sonny Ellen	218 S. Bridge Street	Yorkville	IL	60560	(630) 466-9600
Rose & Carlos Gomez**	2928 Avenue Of The Cities	Moline	IL	61265	(309) 265-0488
Brian Cameron*	29 West Vinyard Street	Anderson	IN	46012	(317) 854-6648
John Dicken*		Bargersville	IN	46106	-
Eric Graebe	2620 N. Walnut Street, Suite 200	Bloomington	IN	47404	(812) 803-2657

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Joseph Guardiola	1169 N Main St #15	Bluffton	IN	46714	(260) 366-4931
John Heis*		Brookville	IN	47012	
Andrew West**	10255 Commerce Drive, Suite 212	Carmel	IN	46032	(317) 520-4804
Darren Lloyd*	10255 Commerce Drive, Suite 148	Carmel	IN	46032	(317) 779-1140
Paul Lipps*		Carmel	IN	46074	(317) 804-4144
Simon Sefton	600 E Carmel Dr Suite 251B	Carmel	IN	46032	(317) 203-3313
Ted King	13295 N Illinois St Suite 137	Carmel	IN	46032	(919) 669-5290
Josh Bailey	615 N Indiana Ave, Suite 200	Crown Point	IN	46307	(219) 802-5880
Ryan Thiery	250 N Main Street, STE 10i	Crown Point	IN	46307	(219) 240-1816
Cody Gronkiewicz*	432 North Halleck Street, Unit F	De Motte	IN	46310	(219) 213-3793
J.P.*		Elkhart	IN		
Ashley Stone*		Evansville	IN	47715	(812) 479-9902 x 3852
Ben Wilkinson*		Evansville	IN	-	
Daniel Woods	4600 Washington Avenue, Suite 112	Evansville	IN	47714	(812) 301-1322
Kelly Miller**		Evansville	IN	47725	(812) 423-5491
Nathan Moon*		Evansville	IN	47715	
Josh Aber*	10150 Lantern Road, Suite 175	Fishers	IN	46037	(765) 433-2224
Beth Crook	1319 Magnavox Way	Fort Wayne	IN	46804	(260) 999-5714
Brian McComb*		Fort Wayne	IN	-	
Chad Kahlenbeck	819 Airport North Office Park	Fort Wayne	IN	46825	(260) 265-2011
Doug Schenkel*		Fort Wayne	IN	46825	(260) 222-7500
Spencer DuCharme*		Fort Wayne	IN	46825	
Tracy Tucker and Amanda Lantis*		French Lick	IN	-	
Felipe Merino*		Goshen	IN	46526	(574) 904-7006
Mike Knorr	6910 North Main Street, Suite 22 G	Granger	IN	46530	(574) 797-0855
Robert Hufty	438 S. Emerson Avenue, Suite 211	Greenwood	IN	46143	(317) 743-5558
Jim Juarez*		Highland	IN	46322	
Andrew Metzler*		Indianapolis	IN	46240	(317) 844-4402
David Dean*		Indianapolis	IN	-	(317) 981-5673

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jeff Daugherty*		Indianapolis	IN	46234	
Todd Freeman*		Indianapolis	IN	46256	(317) 420-2400
S.A.*		Kokomo	IN		
Z.C.**		La Porte	IN		
D.H.*		Lafayette	IN		
C.W.*		Loogootee	IN		
Mike Koehler*		Madison	IN	47250	(812) 273-3600 ext. 2856
Jake Stroup	4007 South Western Avenue	Marion	IN	46953	(765) 831-4453
M.H.*		Mitchell	IN		
Scott Metzler	2809 W Godman Ave, Suite 6	Muncie	IN	47304	(765) 530-4511
Jorge Gutierrez*		Munster	IN		(219) 225-0300
Chad Bobe*		Newburgh	IN	47630	
Mike Mammoser*		Newburgh	IN	47630	
Ryan White	23 South 8th Street, Suite 900	Noblesville	IN	46060	(317) 854-6755
Tom Motsinger*		Paoli	IN	47454	(812) 723-3053
Steve Phillips	2680 E Main St, Ste 313	Plainfield	IN	46168	(463) 777-5440
R.O.*		Poseyville	IN		
Henry Drude*		Schererville	IN	46375	
S.M.*		Sellersburg	IN		
Cole Belt*		South Bend	IN	46615	(574) 221-1110
David Irwin**		South Bend	IN	46614	
Kyle Taylor*		Sweetser	IN	46987	(765) 664-5298
D.H.**		Terre Haute	IN		
H.P.*		Valparaiso	IN		
Kolby Kerzan & Ryan Chattin*	1666 South Old U.S. 41	Vincennes	IN	47591	(812) 205-2065
Joshua Schoeff*		Wabash	IN	46992	
Hunter Kreft*		Warsaw	IN	46581	(574) 267-7441 x 2674
Travis Sweney*		Whiteland	IN	4618	
Jason Whiteley**	560 Cedar Lake Court	Carmel	IN	46032	(463) 223-5711
J.J.E.*		Burlington	KS		
Zachary Crawford	1707 South National Avenue	Fort Scott	KS	66701	(620) 647-5548
David Kauffman*		Hesston	KS	67062	(316) 686-3059

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Roy Copeland**		Kansas City	KS	-	
David Ryff	9662 Quivira Rd.	Lenexa	KS	66215	(913) 732-9220
Megan Considine	9662 Quivera Rd	Lenexa	KS	66215	(913) 888-8787
Tom Watson	12345 West 95th Street, Suite 200	Lenexa	KS	66215	(913) 451-4949
Kevin, Amanda, Logan & Paige Wiseman	18 South Broadway Street, Unit 16b#3	Louisburg	KS	66053	(913) 303-8891
Bryan Tebbe	5440 W 110th St Suite 3017	Overland Park	KS	66211	(913) 278-1811
Marisa Mackey	7300 West 110th Street, Commerce Plaza, 7th Floor, Suite 700, Unit 743	Overland Park	KS	66210	913) 386-8833
Nadeem Akhter	5440 West 110th Street, Suite 3330	Overland Park	KS	66211	(913) 359-7757
D.H.*		Topeka	KS		
D.B.*		Wichita	KS		
Scott Hanika	7340 W 21st Street, Suite 101-J	Wichita	KS	67205	(316) 641-2170
Paul Long*		Barbourville	KY	-	-
Neil Holt	2501 Crossings Boulevard, Suite 204	Bowling Green	KY	42104	(270) 495-4311
Hannah Melton & Shannon Brotherton*		Eddyville	KY	42038	-
Kevin Rettig*		Florence	KY	41042	
Hanna Fleig	2940 Hebron Park Drive, Suite 308	Hebron	KY	41048	(859) 972-7111
Brad Bolinger*		Hopkinsville	KY	-	
John Wood*		Lexington	KY	40511	
Denise Schroerlucke*		Louisville	KY	40299	(502) 805-6700
Jared Wise	4010 Dupont Cir	Louisville	KY	40207	(502) 861-5877
Matthew Giudice*		Louisville	KY	40207	
Roxana Batista*	9900 Shelbyville Road, Suite 7A	Louisville	KY	40223	(502) 631-9757
Dwayne Taylor*		Richmond	KY	-	
Dawn Sellers*	108 S Louisiana St, Suite 5	Abbeville	LA	70510	(337) 210-4417
Amy Chapman	18389 Petroleum Dr	Baton Rouge	LA	70809	(225) 361-8911
Andrew Simon*		Baton Rouge	LA	-	(225) 931-5151
Brad Landry	1500 Lobdell Ave, Ste A	Baton Rouge	LA	70806	(225) 960-5998
Cody McCrary*		Baton Rouge	LA	70816	(225) 252-3222
Jeff Jones	6421 Perkins Road, Building C, Suite B	Baton Rouge	LA	70808	(337) 304-1977

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Landon Lyons*		Baton Rouge	LA	-	
Roland Gilfour*	-	Baton Rouge	LA	-	(504) 810-5360
Christopher Holmes	123 TERRA BELLA BLVD #E	Covington	LA	70433	(985) 202-2330
Ryan Harrell	1289 Del Este Avenue, STE 7	Denham Springs	LA	70726	(225) 304-0440
Traci Furlow	1034 East Worthy Road, Unit D	Gonzales	LA	70737	(225) 614-5565
Eric Shields*		Gretna	LA	-	(504) 460-3731
Brandi Sercovich	1901 Manhattan Boulevard Suite 116	Harvey	LA	70058	(504) 584-4743
Sean Leary*		Houma	LA	-	
Austin Luke	101 Feu Follet Road, Suite 210	Lafayette	LA	70508	(337) 735-1700
Brandon Gallet & Gerald Broussard	116 Fountain Bend Drive, Suite A	Lafayette	LA	70506	(337) 446-0441
John Snyder	204 Fairlane Drive	Lafayette	LA	70507	(337) 347-7057
Patrick Painter	1144 Coolidge Drive, Suite E	Lafayette	LA	70503	(337) 735-2255
Phillip Hebert	124 Heymann Blvd Suite 107	Lafayette	LA	70503	(337) 347-7184
Ben Blanchard*	712 Arthur Avenue	Lake Arthur	LA	70549	337-761-3055
Daniel Lavergne	2100 W. Prien Lake Road Suite 8	Lake Charles	LA	70605	(337) 214-2119
Ben Guillory Jr**		LaPlace	LA	70068	
Jason Breakfield**		Mandeville	LA	70448	
Mariano Villacorta	2160 8th Street, Suite A	Mandeville	LA	70471	(504) 569-5855
Paul Caro	1423 W. Causeway Approach, Suite G	Mandeville	LA	70471	(985) 273-5114
Adriana Zambrano	671 Rosa Ave, Suite 101B	Metairie	LA	70005	(504) 544-0166
E.J. Giusti III	3350 Ridgelake Dr., Suite 211	Metairie	LA	70002	(504) 569-5546
Eddie Price	1 Galleria Boulevard, Suite 1900	Metairie	LA	70001	(504) 569-5266
Kayla Mora*	7730 South Interstate 10 Service Road, Suite 202	Metairie	LA	70001	504-229-7431
Kelly Williams	4430 S. I-10 Service Rd. Suite 204	Metairie	LA	70001	(504) 334-8788
Levi McDaniel*	3000 Kingman Street, Suite 207	Metairie	LA	70006	504-584-8114
Michael Russo	3350 Ridgelake Dr. Suite 211	Metairie	LA	70002	(504) 259-0701
Neill Roshto	201 Century Village Blvd, Suite 200	Monroe	LA	71203	(318) 460-0886
Ben Guillory Jr*		New Orleans	LA	70122	(504) 943-0512

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Kassidi Slocum & Jeanne O'Leary	900 Camp Street Suite 436	New Orleans	LA	70130	504) 579-8879
Tanisha Evans	201 Saint Charles Avenue, Suite 2545A	New Orleans	LA	70170	(504) 603-0614
Gianrico Moggio & Stacey Keller	38105 Post Office Rd., Ste. 6	Prairieville	LA	70769	(225) 379-5111
Taylor Templet	14279 Highway 73	Prairieville	LA	70769	(225) 888-8570
James Pennington*		Rayne	LA	70578	
C.B.*		Shreveport	LA		
Jacob Wood	624 Texas Street, Suite 212	Shreveport	LA	71101	(318) 376-0229
Lauren Harrington	3218 Line Ave Suite 200	Shreveport	LA	71104	(318) 459-8005
Nathaniel Hebert*		Shreveport	LA	71105	(318) 677-3559
Lattie Sale	3769 Pontchartrain Drive Suite 9-4	Slidell	LA	70458	(985) 718-5333
Thaddeus Petit	330 Oak Harbor Boulevard P01	Slidell	LA	70458	(985) 718-5477
Jacob Barnes	407 East Lincoln Road	Ville Platte	LA	70586	(337) 735-9811
Lindsay Watson	208 Centre Sarcelle Boulevard, Suite 201	Youngsville	LA	70592	(337) 279-2154
Bart Lane	20103 Old Scenic Hwy 7A	Zachary	LA	70791	(318) 452-0411
Debora Costa	10 S Main St	Attleboro	MA	02703	(508) 368-4377
Shani Barreno	555 Pleasant St, Suite 203	Attleboro	MA	02703	(508) 409-5177
Adam Trivilino*		Barnstable	MA	02632	(413) 854-8221
Joe Lyman	1 Marina Park Dr Suite 1410	Boston	MA	02210	(617) 729-3080
Hunter Carroll	143 Essex Street, Suite 716	Haverhill	MA	01832	(978) 347-7072
Zuleem Garcia*		Lawrence	MA		(603) 327-4250
Michael LaFrance*		Marlborough	MA		
Rachel Polston	440 Hancock Street, Unit 8, Room 118	Quincy	MA	02171	(617) 302-8894
Jacqueline Farrell*		Revere	MA	02151	
Robert Aziz*		Salisbury	MA		
Nicholas Hajjar*		Walpole	MA		
Maryleny Abreu*		West Bridgewater	MA	02379	
Joyce Rodriguez*		Winchendon	MA	01475	(978) 479-4471
Bethany Scheuerman*		Abingdon	MD	21009	(410) 670-4098
Alex Arrue Cisneros**		Annapolis	MD	21401	(410) 266-5000
Collette Camper**		Annapolis	MD	21401	(410) 934-4145
David Stansbury*		Annapolis	MD	21409	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jacinto Vargas*		Annapolis	MD	-	
Silver Glover	1125 West St Suite 222	Annapolis	MD	21401	(443) 973-4770
Tim Coe	122 South Street, Suite 2B	Annapolis	MD	21401	(443) 244-9511
Zachary Weitzel*		Annapolis	MD	21401	(410) 216-0143
Aaron Owens*	1001 Aviation Boulevard, #2303	Baltimore	MD	21240	(410) 826-4752
Brian Kelly*		Baltimore	MD	21230	(214) 714-3090
Connor Payne*		Baltimore	MD	21224	(410) 864-0043
Eric Smalls	1829 Reisterstown Road, Suite 308	Baltimore	MD	21208	(443) 863-6683
Floris Chaumat & Shanazar Beasley*		Baltimore	MD		(202) 277-2062
Jeffrey Bisker	336 S Main St Suite 2E-B	Bel Air	MD	21014	(443) 853-8774
Alberta Kwanor	5010 Sunnyside Avenue, Suite 308	Beltsville	MD	20705	(301) 917-6337
Christian Seymour*		Bethesda	MD	20814	
Jennifer Lindsay	7200 Wisconsin Avenue, Suite 500	Bethesda	MD	20814	(202) 558-0888
Eric McNair	16701 Melford Blvd, Suite 400	Bowie	MD	20715	(240) 781-6330
George Cochrane*	428 Race Street, Suite 310	Cambridge	MD	21613	(443) 836-5116
G & E Insurance Agency	405 Frederick Rd Suite 202	Catonsville	MD	21228	(410) 744-0078
Carol Frase	116 South Piney Rd Suite 204 A & B	Chester	MD	21619	(443) 836-5993
Tim Bowerman & Chris Stillisano*	11223 York Road, Suite F1	Cockeysville	MD	21030	(443) 537-1044
Keith Moss*		Crofton	MD	21114	(443) 292-5200
Seth Brethauer*		Eldersburg	MD	21784	(410) 970-4785
Ruth Hernandez	5695 Main St	Elkridge	MD	21075	(240) 858-1322
Kim Creed	2103 Bel Air Rd	Fallston	MD	21047	(410) 695-3520
Sean Chao*		Fort Washington	MD	20744	
Jacobi Jones	8115 Maple Lawn Boulevard, Suite 350	Fulton	MD	20759	(301) 498-7737
Melissa Mejia	12410 Milestone Center Dr Suite 602	Germantown	MD	20876	(301) 798-7355
Allan Hendler*		Hampstead	MD	21074	(410) 935-5775
Joey Longmire*	4243 Bushel Basket Drive	Hampstead	MD	21074	(667) 400-0304
Doug Brooks*		Lanham	MD	20706	(301) 292-8100
Duc Pramuan	101 West Ridgely Road, Suite 5A	Lutherville-Timonium	MD	21093	(410) 561-4626

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Niyi Aladetohun*	105 Carroll Island Road, Suite D	Middle River	MD	21220	(410) 335-1273
Erin Lewis	8638 Veterans Highway, Suite 202	Millersville	MD	21108	(410) 384-4500
Patrick Carmen Jr.*		Nottingham	MD	21236	(301) 805-1800
Ade Ogunbayo*		Owings mills	MD	21117	(410) 427-0707
Kip Harris	10451 Mill Run Circle Suite 400	Owings Mills	MD	21117	(410) 417-7783
Sharonda Benson*		Owings Mills	MD	21117	
Thomas Barrick & Randy Somers*		Owings Mills	MD	21117	(859) 360-7396
Khaleeq Everett	6710 Oxon Hill Road, Suite 210	Oxon Hill	MD	20745	(301) 272-7275
Jay Northway*	1829 Reisterstown Road, Suite 350	Pikesville	MD	21208	(443) 537-1090
Clinton Spellman*		Reisterstown	MD		(443) 760-6577
Brian Butler	14720 Southlawn Lane	Rockville	MD	20850	(240) 618-2527
Larry Akinde	2600 Tower Oaks Boulevard #220	Rockville	MD	20852	(301) 798-6800
Jack Colbourne*	-	Salisbury	MD	-	(410) 546-9388
Melissa Geeslin	212 West Main Street, Suite 208	Salisbury	MD	21801	(443) 266-8807
Adam Harriger	808 Olney Sandy Spring Rd Suite 2B	Sandy Spring	MD	20860	(240) 552-9544
Juste Pehoua	2516 Countryside DR	Silver	MD	20905	(301) 363-2288
Alideth Montalvan	11300 Veirs Mill Rd Suite 100B	Silver Spring	MD	20902	(240) 449-4677
Richard Abel	214 Island Plaza Ct	Stevensville	MD	21666	(410) 777-8163
RJ Galvin*		Sykesville	MD	-	-
Greg Bork & Kevin Holmes	555 Fairmount Avenue, Suite 300	Towson	MD	21286	(410) 474-1427
Matthew Gennaro*		Eliot	ME	03903	
Ryan Hatch*		Scarborough	ME	04074	
Rob Brownlie	3233 Coolidge Hwy, Ste 211	Berkley	MI	48072	(248) 955-9912
Peter O'Hare	200 S Elm Street, Suite 200 D	Birmingham	MI	48009	(248) 554-1182
Marty O'Neill	41000 Woodward Ave, Suite 350 East	Bloomfield Hills	MI	48304	248-542-7770
Angela Harris*	7 W. Square Lake Road, Suite 158	Bloomfield Township	MI	48302	(248) 621-3422
Ashley Knuth	816 W. Grand River Ave.	Brighton	MI	48116	(810) 360-2211
Kyle Brown	2540 Harte Drive, Suite B	Brighton	MI	48114	(517) 657-5331
Tony Pruitt	129 S. Main St	Brooklyn	MI	49230	517-507-5216

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Cody Harding	8650 Byron Center Ave SW, Office C7, Suite 6	Byron Center	MI	49315	(616) 747-0032
Dianna Lynn Beasley*	136 Lakeshore Drive	Clarkston	MI	48348	(248) 829-5719
Bronica Shamoon	42855 Garfield Rd Ste 110	Clinton Township	MI	48038	(248) 971-1114
D.E. *		Clinton Township	MI		
Lou Commisso	36380 Garfield Road, Suite 3	Clinton Township	MI	48035	(586) 690-4144
Mark Valvano	15760 19 Mile Rd, Suite C	Clinton Township	MI	48038	(586) 690-6401
Vincenzo Bommarito	15760 19 Mile Road	Clinton Township	MI	48038	
Mary Bucki	1155 Welch Road, Suite B	Commerce Charter Township	MI	48390	(248) 707-2844
T.G.*		Detroit	MI		
Katie Crandell & Emmanuel Reyes*	202 West Monroe Street	Durand	MI	48429	(517) 657-5311
N.Y.*		Farmington	MI		
Colleen Kinaia**	31700 Middlebelt Road, Suite 200A	Farmington Hills	MI	48334	248-686-1480
Patrick Yasso	30500 Northwestern Hwy, Suite 300	Farmington Hills	MI	48334	(248) 781-8772
Diana Heller	1938 Burdette St Ste 111	Ferndale	MI	48220	(248) 332-3365
Jake Rux*	6300 West Grand River Road, Office 2	Fowlerville	MI	48836	(517) 348-0944
Mary Kraft	6300 W Grand River Ave	Fowlerville	MI	48836	(517) 885-3886
Joy Young	26111 West 14 Mile Road, Suite 201-D	Franklin	MI	48025	(248) 854-5201
Tina McKechnie	8233 S. State Road, Unit # 2	Goodrich	MI	48438	(248) 792-8333
Jonaz Castaneda Contreras	511 Wilson Avenue Northwest, Suite C	Grand Rapids	MI	49534	(616) 588-4312
M.G.*		Grand Rapids	MI		
Steve Vander Ploeg	146 Monroe Center NW Suite 103	Grand Rapids	MI	49503	(269) 716-0714
R.N.*		Hastings	MI		
G.S.*		Highland	MI		
Robert Petrillo	2753 S. Milford Road	Highland	MI	48357	(248) 697-7943
Joe Michalec	3075 East Grand River Road, Suite LL-1	Howell	MI	48843	(517) 649-4007
Philipp Reinartz	1354 Baldwin Street Suite 109	Jenison	MI	49428	(616) 710-2081
Alan Leonard	3921 S. Baldwin Rd.	Lake Orion	MI	48359	(248) 620-5659
Layla Almaliky	9130 Middlebelt Road	Livonia	MI	48150	(734) 519-5053
Michael Bobal*	37618 Howell Street	Livonia	MI	48154	(734) 275-0094
Mark Porman**		Macomb	MI	48044	(586) 382-2338

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Mary Jacob	51815 Milano Drive	Macomb	MI	48042	(586) 838-2822
John Clifford	206 East Liberty St, STE D	Milford	MI	48381	(248) 997-4339
Christopher Cobb*		Milford Charter Township	MI	48381	(517) 552-1877
Doug Dale	15149 S Dixie Hwy	Monroe	MI	48161	(734) 447-3148
Dante Accettola and Austin Moussa	148 S Main St	Mount Clemens	MI	48043	586-265-5889
Chris Hammermeister	20 North 2nd Street, Unit 1	Niles	MI	49120	(269) 241-2311
Linda Nishanian	332 East Main Street, Ste C	Northville	MI	48167	(248) 468-6299
Ronny Anouti	339 N Center	Northville	MI	48167	(248) 971-1122
Andrew Westra**	433 Seminole Road, Suite 101	Norton Shores	MI	49444	(231) 225-4229
Acquanita Thorpe	28175 Haggerty Road, Suite 112	Novi	MI	48377	(248) 236-1389
Andrew Davidson	2230 East Mitchell Street, Suite 2	Petoskey	MI	49770	(231) 262-4599
Moustafa Nasser	42323 Ann Arbor Road, Suite 240	Plymouth	MI	48170	(248) 790-7855
Jared Buchino	1591 West Centre Avenue, Suite 102	Portage	MI	49024	269-256-6899
H.A.*		Redford	MI		
Alfonzo Spearman	25245 Five Mile Road, Suite 500	Redford Charter Township	MI	48239	(313) 771-5573
Sana Baig	25200 Five Mile Road, #303	Redford Charter Township	MI	48239	(248) 864-2300
Jeffrey Evans	68110 S. Main St	Richmond	MI	48062	(248) 733-3669
Deanna Boone	18003 Fort Street	Riverview	MI	48193	(734) 324-1200
Jenna Dado	220 South Main Street	Royal Oak	MI	48067	(248) 781-8817
Lyndsay Sloan*		Royal Oak	MI		(586) 995-9011
Troy Otto & Jamal Safiedine	4338 Delemere Blvd, Suite B	Royal Oak	MI	48073	(248) 365-6007
Ryan Gleaton*		Saint Joseph	MI		(269) 930-3938
Brian Bajoka	48645 Van Dyke Avenue, STE 202	Shelby Charter Township	MI	48317	(586) 775-2840
Sanar Alsaigh	14061 23 Mile Road, Suite A	Shelby Charter Township	MI	48315	(586) 630-3799
B.V.*		Shelby Township	MI		
Dan Jovanovski	48380 Van Dyke, Suite 600-A	Shelby Township	MI	48317	586-598-0760
Ron Bettie	24768 Lahser Road, Suite 100, Room 101	Southfield	MI	48033	(248) 213-0091
D.D.*		St. Clair Shores	MI		
Rebecca Frolka*	44444 Mound Road, Suite 400C	Sterling Heights	MI	48314	(810) 360-2858

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Wilson Massey	43243 Schoenherr Rd	Sterling Heights	MI	48313	(586) 307-5442
Ronald Weimer*	2420 Fountain Lane	Stevensville	MI	49127	(269) 256-6311
Bradley Frey	200 E Big Beaver Road, Suite 130	Troy	MI	48083	(248) 622-2291
Jim Weaver	990 E South Blvd Suite 300	Troy	MI	48085	(248) 955-9905
Julie Toggweiler	164 Indusco Court, St 106	Troy	MI	48083	(586) 783-6155
Sean Adour*	388 Robbins Drive	Troy	MI	48083	(248) 455-4399
Tansy Sokana	200 E Big Beaver Rd, Suite 116,	Troy	MI	48083	(248) 833-6322
Andrew Bienkowski	8344 Hall Road, Suite 210	Utica	MI	48317	(248) 710-2330
John VanLoon	8344 Hall Road, Suite 210	Utica	MI	48317	(248) 881-3107
B.B.*		West Bloomfield	MI		
Martin Shina	5600 W Maple Road Suite B-201	West Bloomfield	MI	48322	(248) 939-4005
Wesson Gappi	33060 Northwestern Hwy, Ste 110	West Bloomfield	MI	48322	(248) 275-8600
Pierre Savaya**	7437 Locklin Lane	West Bloomfield Township	MI	48324	(248) 377-0190
A.Z.*		Westland	MI		
Jeremiah Mullinax*	100 Maple Street, Suite 2075	Wyandotte	MI	48192	(734) 272-4700
Ariun Forbes*	2520 Packard Street	Ypsilanti	MI	48197	(734) 985-2344
Kyle Brown	700 Cedar Street, Suite 128	Alexandria	MN	56308	406-206-5113
Joel Brekken*		Duluth	MN	55804	(218) 724-5553
Luke Petrich**		Duluth	MN	55811	
Justin Hanratty	6442 City West Parkway, Suite 100	Eden Prairie	MN	55344	(612) 237-2119
Albert Doll*		Frazee	MN	-	(218) 346-5141
Dean Boerger*		International Falls	MN	56649	-
Parker Petronack	3394 Lake Elmo Avenue, Ste 1A	Lake Elmo	MN	55042	(317) 854-6755
Adam Flury*		Lakeville	MN	-	(952) 486-1242
Dona Dugger*		Mankato	MN	-	
Camilla Hempleman*		Minneapolis	MN	55405	(612) 767-1818
David Mazzola*		Minneapolis	MN	-	
Dwayne Toatley*		Minneapolis	MN	-	(612) 564-1256
J.V.*		Minneapolis	MN		
Maxwell Oman*		Minneapolis	MN	-	
Nick Hulst*		Minneapolis	MN	-	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
James Walker*		North St Paul	MN	55109	(612) 327-6377
B.N.*		Plainview	MN		
Kurt Peterson*		Plymouth	MN	55447	
Dan Hadenfeldt*	4769 Dakota Street Southeast, Suite 6	Prior Lake	MN	55372	(612) 688-7775
Brandi Samyn*		Redwood Falls	MN	56283	(507) 637-5007
Nate Gottsacker	209 Churchill Street West, Suite 104	Stillwater	MN	55082	(651) 461-3422
Tim Parkinson	319 Barry Avenue South, Ste 210	Wayzata	MN	55391	(612) 225-4548
Devan & Hannah Schuckenbrock*		Bowling Green	MO	63334	
Craig Golmen	115 West Atlantic Street, Suite 108	Branson	MO	65616	(417) 238-4421
Craig Jamison & Paige Viehmann	430 C State Hwy 165 South	Branson	MO	65616	(417) 319-2233
Logan Henderson	127 W 3rd St	Cameron	MO	64429	(660) 864-0113
K.R.*		Cape Girardeau	MO		
Nick Laiben	338 Broadway, STE 311	Cape Girardeau	MO	63701	(573) 334-8888
Ryan Baldanza	14897 Clayton Rd Suite 1a	Chesterfield	MO	63017	(636) 733-6172
Jeremy Kiesewetter	3700 Monterey Dr. Ste K	Columbia	MO	65203	
Zachary Canote	501 Fay St, Ste 120	Columbia	MO	65201	573-268-9764
Mary Agan	5230 Highway North	Cottleville	MO	63304	(314) 396-8841
Caleb Noce**		Crystal City	MO	63019	(636) 933-6333
David and Pam Zaring	1101D Gravois Rd	Fenton	MO	63026	(314) 474-0544
David Wells*	4257 River Oaks Drive	Florissant	MO	63034	(314) 949-2001
James Robinson *	20 Patterson Lane	Florissant	MO	63031	(314) 336-5277
Jared Pilsl	1606 West Main Street, Suite B	Greenwood	MO	64034	(816) 366-8559
Dewayne Burkett	3720 Arrowhead Avenue, Suite 211 - Office 4	Independence	MO	64057	(816) 379-3380
S.B.*		Jefferson City	MO		
Bob Gutschenritter*		Kansas City	MO	-	-
Chris Stegall*		Kansas City	MO	-	
Dan Teixeira*	7280 Northwest 87th Terrace, Suite C-210	Kansas City	MO	64153	(816) 652-9488
David Schermacher	800 E 101st Terrace Suite 350	Kansas City	MO	64131	(720) 464-7044
Jason Ebbing	107 West 9th Street #207	Kansas City	MO	64105	(816) 307-9903
Quinn Knabe*		Kansas City	MO	64119	(816) 609-1241

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dylan Fry	300 Platte Clay Way, Suite A	Kearney	MO	64060	(816) 608-3399
Jeremy Zilkie	111 Prospect Avenue, 203D	Kirkwood	MO	63122	(314) 949-2444
Alyson Pope	4967b NE Goodview Cir	Lee's Summit	MO	64064	(816) 282-6097
Brandon Godwin	200 Northeast Missouri Road, Suite 200	Lee's Summit	MO	64086	(816) 875-5777
Kurtis R. Hodge	200 Northeast Missouri Road, Suite 200	Lee's Summit	MO	64086	(816) 282-2555
Ronda Giarraputo	200 Northeast Missouri Road, Suite 200, # 275	Lee's Summit	MO	64086	(816) 287-8422
Brad Cross	2 Westowne Drive, Suite 102	Liberty	MO	64068	(816) 287-4377
John Rathmann**		Neosho	MO	64850	
Sam Tucker	117 Jefferson Street, #35	Saint Charles	MO	63301	(636) 614-4993
Brady Houska	50 Crestwood Executive Center, Suite 444	Saint Louis	MO	63126	(314)-722-5911
Zachary Holland*	1035 Saint Peters Howell Rd Suite 200	Saint Peters	MO	63376	(636) 534-0229
Cam Herrera	4650 South National Avenue, Unit D4	Springfield	MO	65810	(417) 660-4464
Jarrod Dortch	1426 E Bradford Pkwy, Ste C	Springfield	MO	65804	(417) 288-4777
Mark Pickens*		Springfield	MO	65803	(417) 889-4100
Steve Roldan*	1722 South Glenstone Avenue, Suite J, Room 7	Springfield	MO	65804	(417) 390-2341
Tamara Feeney*	2935 South Scotts Lane	Springfield	MO	65807	(417) 605-2114
Debbie Swain	3115 South Grand Boulevard, Suite 600A	St. Louis	MO	63118	(314) 788-4903
J.W.*		St. Louis	MO		
Derek Burr	1000 Mid Rivers Mall Drive, Suite #5	St. Peters	MO	63376	(636) 534-1444
Rusty Strother	217 South Main Street	Vandalia	MO	63382	(573) 594-2288
Eric Kessler	1351 Jefferson Street, Suite 103	Washington	MO	63090	(636) 229-1824
Thomas & Kathryn Schellhase	310 West Pearce Blvd, Suite 14	Wentzville	MO	63385	(636) 362-4406
Scott Countryman*	4 1st Street East, Suite 220	Kalispell	MO	59901	(406) 703-3001
Lincoln Allen*		Biloxi	MS		
Will Wood*		Brandon	MS	39047	(601) 927-1553
Apryl Handy	1301 25th Avenue Suite 2B	Gulfport	MS	39501	(228) 206-0122
Bill Knox*		Gulfport	MS	39503	(228) 348-2739
Ernie Lewelling*		Gulfport	MS		

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Ty Moore*	14070 Woodmont Drive	Gulfport	MS	39503	(228) 284-2296
Bryce Craft*		Hattiesburg	MS	39402	
Jordan Sims*		Hernando	MS	-	(901) 388-4010
Jack Pitts*	2111 Cypress Cove	Jackson	MS	39272	601-914-6622
John Harless*		Madison	MS	39110	
Senn Catchings*		Madison	MS	39110	(205) 855-4922
Staci Mixson	6943 Oak Forest Drive, Suite A	Olive Branch	MS	38654	(662) 913-8255
Barrett Johnson	2716 West Oxford Loop, Suite 180-2	Oxford	MS	38655	(662) 587-8275
Kyle Killens*	404 Enterprise Drive, Suite E	Oxford	MS	38655	601-914-6432
Garrett Odom	3013 Market Street	Pascagoula	MS	39567	(228) 366-9382
BJ Sims	1060 East County Line Road, Suite 2B	Ridgeland	MS	39157	(601) 210-1044
Octavia Daniels*		Southaven	MS		
Denise Robinson*	3735 Chisholm Drive Southwest	Summit	MS	39666	601-651-3161
Will Hardy*	431 West Main Street, Suite 410	Tupelo	MS	38804	(601) 651-0992
Jeff Jenkins**	12841 Highway 19	Union	MS	39365	601-651-0557
Jay Hodges*		Vicksburg	MS	39180	(601) 618-9222
Jeremy White	6300 Jackrabbit Lane Suite 9	Belgrade	MT	59714	(406) 723-1905
Linda Thompson*	1925 Grand Avenue, Suite #122	Billings	MT	59102	(406) 204-3686
Paul LaMantia	1925 Grand Avenue	Billings	MT	59102	(406) 206-3122
Ryan Olsen	2135 Charlotte Street, Unit 2	Bozeman	MT	59718	(406) 417-3699
Taylor & Tionna Honaker*	1174 Stoneridge Drive, Suite 301	Bozeman	MT	59718	(406) 204-3708
Barnett Sporkin-Morrison*	17 1st Street Northwest	Choteau	MT	59422	(406) 206-9566
Jeremy Myers*		Columbia Falls	MT	59912	
Thomas Clinch*	750 West Custer Avenue, Suite 3	Helena	MT	59602	(406) 206-3063
Rowdy Fee*	707 West Center Street	Kalispell	MT	59901	(406) 206-7175
Scott Long	1204 1st Ave E, Suite A	Kalispell	MT	59901	(406) 890-6131
Nathan Daughtry*		Stevensville	MT	59870	
E.R.*		Whitefish	MT		
James Stephens	307 South Salem Street	Apex	NC	27502	(919) 655-7790
Shelly Kivett*	177 North Carolina 42, Unit C	Asheboro	NC	27203	(336) 900-6019

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Kimberly Miller*		Asheville	NC	28801	
James Clark	1135 Kildaire Farm Road, Suite 200	Cary	NC	27511	(984) 345-3499
Joe DiBattisto*	-	Cary	NC	-	(919) 249-7291
Scott Ethridge*		Cary	NC	27511	(919) 877-1212
Carl Hurd*		Castle Hayne	NC	28429	-
Alejandro Soto-Perez**		Charlotte	NC	28202	
Alex Cost**	9218 Ginhouse Lane	Charlotte	NC	28277	(704) 386-6330
Charles Feeney	521 East Morehead Street, Suite 200	Charlotte	NC	28202	(309) 261-5341
Chris Burns*		Charlotte	NC	28277	-
Gerrick Williams*	5835 Cougar Ln	Charlotte	NC	28269	(704) 222-3300
Jarred Robertson	1000 North Carolina Music Factory Blvd, C6	Charlotte	NC	28206	(585) 520-7307
Jennifer Sorrow	10130 Mallard Creek Road	Charlotte	NC	28262	(888) 814-6673
Kenneth T. Erwin	7510 Pineville-Matthews Road, Suite 14-B	Charlotte	NC	28226	(980) 326-1833
Luis Camacho**		Charlotte	NC		
Michael Urbaniak	15720 Brixham Hill Avenue, Suite 300	Charlotte	NC	28277	(704) 579-6688
Steve Price	101 N Tryon St Suite 664	Charlotte	NC	28246	(980) 999-4939
Tom Sheridan*	3508 Carmel Forest Drive	Charlotte	NC	28226	(704) 386-6320
Dyrke Maricle	305 East Main Street	Clayton	NC	27520	(626) 598-7019
Johanna Lee*		Cornelius	NC		
Cindy McCraw	332-B West Main Street	East Bend	NC	27018	(336) 600-1379
Ryan Johnson	212 Hay Street	Fayetteville	NC	28301	(910) 635-0299
Chris Welch	501 West McGee Street, Suite 200	Greensboro	NC	27410	(336) 907-2070
Walker Whitley*		Greensboro	NC		
Will Johnson & Brent Hayes	14889 U.S. 17 Suite C	Hampstead	NC	28443	(910) 635-0844
Barrie Booth & Brandon Lowe	6495 Morehead Rd.	Harrisburg	NC	28075	(980) 819-4441
Kelly Macpherson**		Holly Springs	NC	27540	
Surena Jones**	1105 Saratoga Boulevard	Indian Trail	NC	28079	(704) 386-6350
Mark Bailey*		Jacksonville	NC	28546	(910) 346-5433
Jennifer Dixon	6475 N Croatan Hwy Suite 103	Kitty Hawk	NC	27949	(252) 557-0884
Corey Barbour*	106 Mitchell Dean Place	LaGrange	NC	28551	(910) 297-6326
Darrick McCallum*	713 South Main Street	Laurinburg	NC	28352	(910) 900-4805

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Bill Medearis	624 Matthews-Mint Hill Road Suite 205	Matthews	NC	28105	(704) 288-5991
Gary Sides*		Monroe	NC	28110	(704) 684-0082
Matt Leach	128 Fast Lane	Mooresville	NC	28117	(980) 432-1119
Heather Sargent	700 Arendell Street, Suite 5	Morehead City	NC	28557	(919) 439-7255
Bradley Davis	1310 Charles Raper Jonas Hwy	Mount Holly	NC	28120	(704) 337-2888
Jay Francis	77 Cherokee Rd, Ste 2A	Pinehurst	NC	28374	(910) 621-4233
Dustin Blundell*	5316 Six Forks Road, Suite 200	Raleigh	NC	27609	(919) 723-2344
John R Moore	107 Wind Chime Court	Raleigh	NC	27615	(919) 578-5788
Katrina Wagner	555 Fayetteville Road, Suite 201	Raleigh	NC	27601	(919) 439-9755
Nicholas Dobrow	8601 Six Forks Road, Suite 400	Raleigh	NC	27615	(984) 238-9995
Pamela Creech	605 East 4th Avenue, Suite A	Red Springs	NC	28377	(910) 900-7688
Justin Thigpen*		Rolesville	NC	27571	(919) 761-5353
Daryl Goines	3104 South Horner Boulevard	Sanford	NC	27332	(919) 799-7396
Janelle Argueta	129 South Birch Avenue Suite B	Siler City	NC	27344	(919) 439-0403
Justin Rogers*	881 Falcate Drive	Wake Forest	NC	27587	(919) 726-4244
Ryan Whitford*		Washington	NC	27889	(252) 792-8131
Adam Morrison*		Wilkesboro	NC	28697-2940	(336) 838-7227
Blake Wilson*		Wilmington	NC	28412	(910) 973-1400
Carly Ezzell	1133 Military Cutoff Rd. Suite 110	Wilmington	NC	28405	(910) 759-7653
Eddie Jernigan	1221 Floral Parkway, # 208	Wilmington	NC	28403	(910) 758-0003
Frank & Casey Baron*	3333 Wrightsville Ave, Unit G	Wilmington	NC	28403	(910) 672-7728
Gunnar Schultz	108 Vision Drive, Unit 3	Wilmington	NC	28403	(910) 475-1031
Lauren Nuqul	4701 Wrightsville Avenue, Unit 2108	Wilmington	NC	28403	(910) 249-6610
Lea Worth	226 North Front Street, Office 142	Wilmington	NC	28401	(910) 550-3560
Peter Larson**		Wilmington	NC	28409	
Ben Burkhalter*		Winston-Salem	NC	27127	(336) 767-4670
Lance Jenkins**		Winston-Salem	NC	27103	(910) 997-5671
Nick Bruns*		Jamestown	ND	58401	
Mark Havig*		Minot	ND	58701	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dayla Mamot-Sack*		Aurora	NE	68818	(402) 694-6181
Wade DeKoning**	121 Crest Drive	Beatrice	NE	68310	(402) 275-6330
Ryan Alcorn	428 South Main Street	Gordon	NE	69343	(308) 337-4946
Rosie Lucero*	2121 North Webb Road	Grand Island	NE	68803	308-337-4646
Joel B. Staehr and John J. McConnell*		Gretna	NE	68028	
Michole Yaw*		Kearney	NE	68845	
Alek Haney*		Lincoln	NE		(402) 591-0823
Brandon Avery*		Omaha	NE		(402) 960-7300
Crystal Wilson*	9819 South 168th Avenue, Suite F	Omaha	NE	68136	(402) 252-4812
Jenni Iske**		Omaha	NE	68022	
Joel Stradinger*		Omaha	NE	68104	
Jude Logue	1 Liberty Lane East, Suite 101	Hampton	NH	03842	(603) 696-3100
Stephen Mihalick	301 Daniel Webster Highway Unit 7	Merrimack	NH	03054	978-935-2039
Ray Lopez	170 Commerce Way Suite 200	Portsmouth	NH	03801	(603) 389-6229
Craig Johnson*		Aberdeen	NJ		(732) 757-1552
Damien R. Sims*	923 Haddonfield Road, Suite 300	Cherry Hill	NJ	08002	(856)258-7119
Anthony Scalcione*		Clifton	NJ		(201) 547-0598
Ethan B. Lewkowicz*		East Brunswick	NJ	08816	
Joe Fukushima	1 Main St	Eatontown	NJ	07724	(732) 738-3900
Jonel Perez	36-06 Broadway	Fair Lawn	NJ	07410	(973) 339-3361
Juan Tejada	12 Daniel Rd Suite 302	Fairfield	NJ	07004	(973) 814-2339
Rod DeGuzman	4400 Route 9 South Suite 1000	Freehold	NJ	07728	(848) 800-4880
Gabriela Kaplanova	45 S New York Rd	Galloway	NJ	08205	(609) 867- 0155
Hal Turner	45 S New York Rd, Suite 203	Galloway	NJ	08205	(609) 476-9229
William J. Smith	100 Horizon Center Boulevard 1st and 2nd Floors	Hamilton Township	NJ	08691	(609) 630-4080
Jesse Henriques*		Harrison	NJ	07029	-
James O'Brien*		Hazlet	NJ	07730	(732) 264-7000
Edward T. Mauricio	101 Hudson Street, Suite 2122	Jersey City	NJ	07302	(551) 430-5700
Paula Keung	101 Hudson St Suite 2122	Jersey City	NJ	07302	(551) 298-3866
Jahn Camac*		Kearny	NJ	07032	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
DJ Iorio & Eric Ulino	105 Lawley Drive	Lincroft	NJ	07738	(732) 534-3766
Vincent Cimijotti*		Long Branch	NJ		
Rich Durgin	200 Craig Road Suite 101	Manalapan Township	NJ	07726	(732) 474-1722
Michael McAndrews	2430 RT-34 Building B	Manasquan	NJ	08736	732) 372-4421
Jeff Grady*	80 West Main St.	Maple Shade	NJ	8052	(267) 678-1705
Mike Maguire	7 South Main St, Ste D	Marlboro	NJ	07746	(732) 361-2674
Anass Boukili*		Millstone	NJ	08535	(201) 937-3385
Santiago Garcia*	18-20 Lackawanna Plaza, Suite 200	Montclair	NJ	07042	(862) 658-6800
Frank Freeburn*		Moorestown	NJ	08057	
Harry Slater & Steve Keller*		Moorestown	NJ	-	(267) 822-2210
Joseph Hays	26 E 2nd St Suite C-1	Moorestown	NJ	08057	(856) 454-3119
Lori Cicali	26 E 2nd St Building C-1	Moorestown	NJ	08057	(856) 644-7080
Mike Boyle*	204 Ark Road, Suite 104A	Mount Laurel Township	NJ	08054	(609) 357-1914
Mohamed Kandil & Summer Elhendy	115 Route 46, Floor 2, Suite A5	Mountain Lakes	NJ	07046	(201) 323-4881
Rich Mason*		Mullica Hill	NJ		(484) 832-2584
Fabian Howe**		Neptune City	NJ	07753	
Monique Perry*	569 Doctor Martin Luther King Junior Boulevard, Suite 306	Newark	NJ	07102	(973) 954-9300
Diana Delgado*		North Arlington	NJ	-	-
Gloria Miley	245 Snyder Street, Suite 107	Orange	NJ	07050	(862) 343-5573
George Song	329 Broad Ave. 2nd Fl	Palisades Park	NJ	07650	(201) 455-6456
Christopher Chi & Arnold Zwiren*	106 Straube Center Blvd Ste 108	Pennington	NJ	8534	(732) 447-6223
Ramon Pujols*	220 Main St	Ridgefield Park	NJ	07660	(201) 589-2772
Ryan Fasano	15 Union Ave	Rutherford	NJ	07070	(201) 889-1414
Mike Minerva & Michael Stapert	830 Morris Tpke 4th Floor	Short Hills	NJ	07078	(908) 900-0344
Shane Patterson	102 Independence Boulevard	Sicklerville	NJ	08081	(609) 964-0606
Ronald Renaud*		Stafford Township	NJ	08050	(609) 597-0333
Joseph Giacobbe	1506 Kings Highway	Swedesboro	NJ	08085	(856) 288-9979
Dan Cruz	2214 Route 37 E	Toms River	NJ	08753	732-518-8339
Lynne Long	104 Reading Ave	Tuckahoe	NJ	08250	(609) 644-4779
David Robinson	460 Bloomfield Avenue	Verona	NJ	07044	(973) 369-7365

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Anthony Fanucci	727 Landis Avenue	Vineland	NJ	08360	(856) 457-6700
Wes Ramadan	502 Haddonfield-Berlin Road Suite #201	Voorhees	NJ	08043	(856) 300-0890
Jason Archer*		Warren	NJ		(973) 394-0212
Jonathan Scott*	20 Independence Blvd, Ste 103	Warren	NJ	7059	(908) 531-9700
Verdi Kaba	1401 Valley Road	Wayne	NJ	07470	(973) 777-3411
Oniel Garcia*	365 Rifle Camp Road, Suite 204	Woodland Park	NJ	07424	(973) 954-9323
Benjamin Prybutok*		Woolrich Township	NJ		(856) 241-8888
Corey Finch*		Albuquerque	NM	87120	(505) 600-4026
Adan Duran*		Peralta	NM	87042	(505) 440-0731
Gary Cox*		Henderson	NV	89052	
James Tremmel	150 N. Stephanie Street, Ste. 101	Henderson	NV	89074	(725) 218-3021
D.B.*		Las Vegas	NV		
E.B.*		Las Vegas	NV		
Janet Nam*		Las Vegas	NV	89183	
Jason Rounds	1180 North Town Center Drive, Suite 100	Las Vegas	NV	89144	(725) 216-7775
Ken Kim*		Las Vegas	NV	89113-2275	
Michael Mivshek*		Las Vegas	NV	89145	
Sergio A. Chavez*	1315 South Maryland Parkway	Las Vegas	NV	89104	(702) 548-0745
Shailer Nicholas	1180 North Town Center Drive, Suite 100	Las Vegas	NV	89144	(725) 220-0744
Shaine Stevenson*		Las Vegas	NV	89183	
Joseph Mascio**	2305 Silver Clouds Drive	North Las Vegas	NV	89031	(725) 213-6002
James Scott Barry*		Reno	NV		
Robert Randell*		Port Jefferson	NY	11777	(631) 258-4108
Cydney Gregware	41 State Street, Suite 604-03	Albany	NY	12207	(518) 892-9549
Fran Foley	120 Russell Road	Albany	NY	12205	(518) 880-9222
Laura Calarco*		Auburn	NY	13021	
James Heins*		Baldwin	NY	11510	(631) 604-6235
Tom Colone*	45 East Oneida Street	Baldwinsville	NY	13027	(315) 849-3445
Nicholas Galardi*		Bay Shore	NY	11706	-
Brittany Sadowski*		Bellmore	NY	-	(516) 590-8684
Phairris Nobile	960 Bellmore Ave	Bellmore	NY	11710	(516) 806-5335

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
James Russo	4111 Hempstead Turnpike	Bethpage	NY	11714	(516) 464-3644
Stephen Lockhart & Louis Croce*	3868 South Park Avenue	Blasdell	NY	14219	(716) 706-4188
Matt Iuculano*	664 Suffolk Avenue	Brentwood	NY	11717	(516) 559-4322
Grisela Quintanilla	130 Orinoco Drive	Brightwaters	NY	11718	(631) 892-3224
Bolivar Corrales*		Bronx	NY	10453	(718) 822-8000
Julissa Crespo	1248 Castle Hill Avenue	Bronx	NY	10462	(347) 507-5541
Rahim Chowdhury*		Bronx	NY	10462	
David Fischer*		Brooklyn	NY	11217	
Domenico Mucci*		Brooklyn	NY	11214	(718) 362-3550
Jacob Friedman*	1402-B 43rd Street, Office A	Brooklyn	NY	11219	(929) 833-1544
Jacob Markowitz**		Brooklyn	NY	11211	
Roger Lord*		Brooklyn	NY	-	(347) 703-6270
Rubiel Ferrer Jr	254 36th Street, Suite B621	Brooklyn	NY	11232	(347) 442-7448
Tresia McDermott	332 Malcom X Blvd	Brooklyn	NY	11233	(347) 267-0137
Victor Johnson Jr.*	651 Delaware Avenue, Suite 139	Buffalo	NY	14202	(716) 517-4866
Rich Heumann	356 Westbury Avenue, Unit #B-3	Carle Place	NY	11514	(516) 738-4425
Bill Condy	15 Frowein Road, Unit G-1	Center Moriches	NY	11934	(631) 759-5526
Ryan Wasson*		Center Moriches	NY	-	
Anthony Giamundo*		Commack	NY		(631) 316-6550
Glenn Pendola*		Commack	NY	11725	-
Broslloyd Campbell	517 Oak St	Copiague	NY	11726	(631) 812-5885
Joseph Hernandez*		Copiague	NY	11726	(631) 841-6770
Roberta Halfmann*		Cortlandt	NY	10567	
Ryan Mcdermott*		Cortlandt Mano	NY	10567	(845) 331-4500
Shaun E. Weissman*		East Meadow	NY	11554	
Anthony Arjoon	802 Meacham Avenue	Elmont	NY	11003	(516) 279-1745
Kyle Nielander**		Fairport	NY	14450	
Francisco Mercado*		Flushing	NY	11358	(718) 939-2000
Michael Thompson*	49 West Sunrise Highway, Unit 103	Freeport	NY	11520	(516) 544-1488
E.K.*		Garden City	NY		
Walter McKenna	520 Franklin Ave, Suite L21-B	Garden City	NY	11530	(516) 673-4999

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Gene Faucella and Nicholas Salvato*	50 Glen Street, Suite 106	Glen Cove	NY	11542	(516) 515-9320
Bruce Berry-Volpe	86 Glen Street, Suite 201	Glens Falls	NY	12801	(910) 987-9391
Zachary Schiller	25 Main Street, Suite 1-1	Goshen	NY	10924	(845) 533-2049
Jon Kahen	111 Great Neck Rd Suite 201H	Great Neck	NY	11021	(516) 441-2266
Joseph Bendrihem*		Great Neck	NY	11023	(516) 815-3452
Jason Isanberg	1 Plaza Road, Suite 100A	Greenvale	NY	11548	(516) 464-1455
D.F.*		Halfmoon	NY		
David Wynne*		Hauppauge	NY	11901	
Nicole Luckert*		Hauppauge	NY	-	
Eddy Pena**	91 Broadway, Apartment 2	Harrison	NY	10528	(914) 709-7781
Joseph Heckman*		Hartsdale	NY	10530	
Luis Cabrera*		Hartsdale	NY	10530	
James Ahern*	135 Engineers Road, Suite 130	Hauppauge	NY	11788	(631) 834-3197
Jesse Michaels*		Hauppauge	NY	11788	
Glen Ziccarelli*		Henrietta	NY	14467	(585) 334-3080
Joseph Austin*		Hewlett	NY	11557	
Juan Lewis*		Hicksville	NY	11801	
Paola Torres	35 North Broadway, Suite 3	Hicksville	NY	11801	(516) 464-1622
Francis Lewando	761 Coates Ave N Suite 40	Holbrook	NY	11741	(631) 759-4144
Mark Gustinvil*		Holbrook	NY	11741	(631) 623-4460
Brian Carswell	7 East Carver Street	Huntington	NY	11743	(516) 399-2420
Milton Choto*		Huntington	NY	11743	(631) 271-0300
Grace Bierdermann*	696 Burnside Avenue	Inwood	NY	11096	(516) 464-3599
Kelly Zielinski	1114 E. 2nd St	Jamestown	NY	14701	(716) 463-2355
Nina Palermo-Gustafson*		Jamestown	NY	14701	
Amin Said	1234 Abbott Rd	Lackawanna	NY	14218	(716) 303-0037
Michael Pasierb*		Lancaster	NY	14086	
Michael Levy*		Lawrence	NY	11559	(516) 581-7368
Thomas Robertson**		Levittown	NY		
Will McCaw*	2900 Hempstead Turnpike, Suite 211A	Levittown	NY	11756	(516) 464-3755
Bruce Katz**		Long Beach	NY	11561	(516) 473-1769
Michael Mazzeo*		Long Beach	NY	11561	(914) 630-2350

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Robert Pearlman	103 Earle Avenue	Lynbrook	NY	11563	(516) 405-3944
Patrick Carroll**		Manorville	NY	11949	
Vincent Marangiello*		Massapequa	NY	11758-1759	
Toby Violi*		Massena	NY	13662	(315) 705-2900
Randy Diaz*		Mastic	NY	11950	(516) 590-6645
Marc Schneider	445 Broad Hollow Rd. Suite 25	Melville	NY	11747	(917) 670-1202
John Cicero*		Merrick	NY	11566	(516) 410-9896
Peter Spadafino	26B Rocky Point Road	Middle Island	NY	11953	(631) 861-5882
Trevor Jones	606 Middle Country Road	Middle Island	NY	11953	(631) 533-9488
Marc Lenci*		Mount Vernon	NY	10001	
Chris Burton	72 East Main Street, Unit 7	New Rochelle	NY	10801	(914) 312-7123
Luis Silva	2 Hamilton Avenue, Suite 209	New Rochelle	NY	10801	(914) 435-7797
Maiker Cabrera*		New Rochelle	NY	10801	(914) 222-5140
Allister Davis*		New York	NY		(646) 966-0060
Carlos Santiago*		New York	NY	11003	
Chris Lavelle	211 East 43rd Street, Suite #609	New York	NY	10017	(332) 334-6577
Danny Haydon*		New York	NY	10013	
Esther Jordan*		New York	NY	10027	(212) 877-2500
Gerry White*		New York	NY		
John Wiltshire*		New York	NY	10019	(212) 799-2900
Ravi Nursey*		New York	NY	-	(212) 758-0642
Mike Amonica*		Newburgh	NY	12550	(201) 218-6859
Lashama Norman	1301 Deer Park Avenue	North Babylon	NY	11703	(631) 683-8844
Evelina Khaimova*	960 Bellmore Avenue	North Bellmore	NY	11710	(516) 464-0433
Robert Todd	218 North Main Street	North Syracuse	NY	13212	(680) 697-2550
Ashley Munoz*		Northport	NY	11768	(631) 261-4200
Kayser Pena*	224 West 35th Street, 12th Floor	New York	NY	10001	(718) 540-5199
Tomas Figueroa**		Ozone Park	NY	11416	
Gary Liang*		Plainview	NY	-	(212) 361-9464
Donald Recore*		Plattsburgh	NY	12901	(518) 324-7766
Michael Vacca*		Pleasantville	NY	10570	
Don Pawluk	221 Old Post Road	Port Jefferson	NY	11777	(631) 812-5499

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Randy Persad*		Queens	NY	11415	
Sean Yang	36-60 Main Street, 2nd Floor	Queens	NY	11354	(917) 765-1755
Terrick Golding**	120-01 Guy R Brewer Boulevard	Queens	NY	11434	(516) 515-9390
Jared Patnode*	527 Bay Road, Suite 106	Queensbury	NY	12804	(518) 246-5571
Anthony DelleFave*		Rochester	NY	14606	(585) 857-0017
Matt Green	4138 W Henrietta Rd	Rochester	NY	14623	(585) 633-7433
Rochelle Johnson*		Rockville Centre	NY		
Ali Shah	154-2 Remington Boulevard	Ronkonkoma	NY	11779	(631) 759-4449
Christopher Wiener	258 Hawkins Ave, Ste F	Ronkonkoma	NY	11779	(516) 274-4412
Frances DeCarolis and Daniella O'Connor	30 Middle Neck Road Suite 1E	Roslyn	NY	11576	(516) 464-4148
Glen Ponzini, Jr.	27 North Country rd	Shoreham	NY	11786	(631) 538-0881
Brenda Silva*	1 Edgewood Avenue	Smithtown	NY	11787	(631) 861-5488
Thomas Falletta*		Smithtown	NY	11787	-
Aamir Jagdeo*	10818 Liberty Ave	South Richmond Hill	NY	11419	(718) 480-3100
Norman Michaels Jr.*		South Salem	NY	10590	
Anthony Fauci*		Staten Island	NY	10305	(718) 987-9500
Shannon Aylesworth*	499 South Warren Street	Syracuse	NY	13202	(680) 697-2544
George Ballane	1 Kings Highway	Tappan	NY	10983	(845) 747-5800
Yesenia Bonilla*		Thiells	NY	10984	
Devin Hogan*		Union City	NY		(631) 780-2335
Peter Cuomo*		Valhalla	NY	10595	(914) 769-5454
Yimny Espinal*		Valhalla	NY	10595	(914) 368-8870
Leon Nurse	70 E Sunrise Hwy, Suite 500	Valley Stream	NY	11581	(516) 274-9981
Stephanie Rodriguez	2079 Wantagh Avenue	Wantagh	NY	11793	(516) 888-5299
Chelsea Weyant*	266 New Hackensack Rd	Wappingers Falls	NY	12590	(845) 298-3600
Alba Garcia*		West Haverstraw	NY	10993	(845) 429-2125
Anthony Fael Nuñez*		White Plains	NY	10604	(347) 465-3616
Eddy Duroseau*	777 Westchester Avenue, Suite 101	White Plains	NY	10604	(914) 898-9040
John Sules**	44 Mamaroneck Avenue, Suite C	White Plains	NY	10601	(914) 216-7322
Marcella Cofre*		White Plains	NY	10601	(914) 323-9904
Anna Marin**	152-53 10th Avenue, Suite 223	Whitestone	NY	11357	(929) 822-7799

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Katherine Butterson*		Williamsville	NY	14221	(716) 636-8800
Erika Carosone	733 Yonkers Ave #101	Yonkers	NY	10704	(914) 406-0610
Richard Arana**		Yonkers	NY	10701	
Pooja Kuhn	355 West Prospect Road, Suite 116A	Ashtabula	OH	44004	(440) 964-3276
Mark Pillon	607 West Bagley Rd	Berea	OH	44017	(440) 467-0177
Jeremy Webb	2888 Nationwide Parkway, Ste 216	Brunswick	OH	44212	(234) 274-1550
Scott Parson	410 Kaler Ave	Bucyrus	OH	44820	(419) 951-9016
David Geiger*		Cincinnati	OH		
Eric House*		Cincinnati	OH		
Jackie O'Neill	4555 Lake Forest Drive, Suite 650	Cincinnati	OH	45242	(513) 813-4122
Leah Brantley*		Cincinnati	OH	45238	(513) 662-7283
Lloyd Taylor	815 Superior Avenue, Suite 1302	Cleveland	OH	44114	(216) 859-9744
Abel Ferrer*		Columbus	OH		(614) 580-2235
Brent Fannin*		Columbus	OH	-	
Derick Cooper	601 South High Street, Suite 103	Columbus	OH	43215	(614) 678-5565
Doug Yglesias*		Columbus	OH	43212	(614) 488-3388
Sam Moore	7716-7720 Rivers Edge Drive	Columbus	OH	43235	(614) 335-9001
Susan McCrabb*	4131 Worth Avenue, Suite 200	Columbus	OH	43219	(614) 948-6612
Kevin Huster*		Concord	OH	44077	
Kevin Gavitt	3578 Niles Cortland Road Northeast, Unit B	Cortland	OH	44410	(234) 279-4260
John Ferrazza*		Dayton	OH	-	
Julie Light	5650 Blazer Parkway, Suite 143	Dublin	OH	43017	(614) 401-2999
Scott Krouse & Mike Dunson	6543 Commerce Parkway, Suite D	Dublin	OH	43017	(419) 296-1347
Paul Roberts	135 North Hamilton Rd	Gahanna	OH	43230	(614) 335-4332
Rebecca Snodgrass*		Hartville	OH	44632	(330) 839-8971
Raymond Morris*		Hubbard	OH	44425	(234) 256-1081
Timothy Monroe	5850 Darrow Road	Hudson	OH	44236	(330) 468-0800
Jade Farmer*		Jackson	OH	45640	(740) 577-9499
John Hale*		Jackson	OH	45640	(740) 710-0365
Jordan Turner*		Lewis Center	OH	43035	(614) 430-0098
Andrew Etheridge*		Liberty Township	OH	45044	(513) 833-5596

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Joni Wagner	411 West Loveland Avenue, Suite 201-E, Office 4	Loveland	OH	45140	(513) 474-4100
Darren Brown*		Marysville	OH	43040	(937) 644-9118
Hari Swaminathan	7588 Central Parke Blvd, Suite 325	Mason	OH	45040	(513) 884-4274
Kevin Floyd*		Mason	OH	45040	(513) 770-1090
Eric Brown*		Massillon	OH	44646	(330) 520-2558
James Duck*		Massillon	OH	-44646	(330) 546-4349
Mikel Compston	33 W Main St, Suite 201-B	Newark	OH	43055	(740) 901-0366
Donald Newell Jr.*		North Lima	OH	44452	(330) 984-6558
Chris Graff*	70 W McKinley Way Suite 18	Poland	OH	44514	(330) 755-5500
John Mitchell*		Salem	OH	44460	(440) 570-6238
Steve Pitzer	5001 Milan Road, Suite 2	Sandusky	OH	44870	(419) 987-4299
Brian Spring	11925 Pearl Rd Suite 305	Strongsville	OH	44136	(440) 735-8918
Mark Pickering*	237 Leatherman Road	Wadsworth	OH	44281	(330) 964-9332
Dionne Brinson*		West Chester	OH	45069	(513) 808-9711
Leonard Rubal*		Westerville	OH	43082	(614) 426-8093
Andy Busic	1991 Crocker Road, Suite 639	Westlake	OH	44145	(440) 399-7734
Brandon White*		Wickliffe	OH		(216) 258-3699
John Brogan*		Collinsville	OK	74021	(918) 371-9601
Jarrad McMillan	1015 Waterwood Parkway, Suite G, Unit E-2	Edmond	OK	73034	(318) 505-9653
Jeffrey Stokes	780 N Santa Fe Ave	Edmond	OK	73003	(405) 803-8133
Michael Lackey*		Edmond	OK	73012	
Patricia Hart	247 North Broadway, Suite 206	Edmond	OK	73034	(405) 803-8108
Kathryn Canada	105 S Bickford Ave, Suite 202	El Reno	OK	73036	(405) 724-6433
Jeff McCormick	4320 Adams Rd	Norman	OK	73069	(539) 202-8933
Kyra Kaffenberger*	2500 Boardwalk Street, Suite 219	Norman	OK	73069	(405) 754-6488
Cory Turner & Tony Wilson*	5929 North May Avenue, Suite 209	Oklahoma City	OK	73112	(405) 724-3648
Michael Falen	11900 N. MacArthur Blvd, Suite A-1	Oklahoma City	OK	73162	(405) 724-6639
Mickey Dollens	28 Northeast 28th Street	Oklahoma City	OK	73105	(405) 652-1736
Angela Maier	508 East Dewey Avenue	Sapulpa	OK	74066	(918) 615-9488
Chuck Sloan*		Tulsa	OK	74120	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
J.P.S.*		Tulsa	OK		
Alma Morgan Moreno	13375 Southwest Henry Street, Unit C	Beaverton	OR	97005	(503) 765-5504
Jacob Noah*		Beaverton	OR	97003	
Nick Giusto	27905 Southeast Haley Road	Boring	OR	97009	(503) 765-9934
Blake Ecker*		Corvallis	OR	97330	(541) 223-5323
Cheri Long*		Eugene	OR	97402	(541) 338-7622
Darrin West*	541 Willamette Street, Suite 309	Eugene	OR	97401	(541) 512-7177
Kevin Reimer	1140 Willagillespie Rd, Ste 13	Eugene	OR	97401	(541) 512-7008
Laurence Verga*		Eugene	OR	97401	
Shirley Roberts*		Grants Pass	OR	97527	
Jeanne Sreenan*		Hood River	OR	97031	
Krysta Chavez	3640 Summers Lane	Klamath Falls	OR	97603	(541) 897-9644
Tony Bush*		Klamath Falls	OR		(541) 591-0456
Doug DiCola*		Lake Oswego	OR	97035	(503) 635-7765
Cynthia Jones*	33 North Central, Suite 213	Medford	OR	97501	(541) 897-8344
Terry Robinson Sr.*		Oregon City	OR	97045	
Jeff Knipe	7420 Southwest Bridgeport Road Suite 210,	Portland	OR	97224	(503) 334-0557
Josh Kuchenmeister**		Portland	OR	97219	
Khoa Tran Le*		Portland	OR	97232	
Lawnie Tucker	715 Northwest 3rd Street	Prineville	OR	97754	(541) 241-9665
Gerald Morales*		Salem	OR	97317	
Liz Benedick*		Salem	OR	97301	(971) 271-4329
Paul Krewson*	5301 Woodscape Drive Southeast	Salem	OR	97306	(503) 765-5449
Rory McCluskey*		Salem	OR	97302	
Jared Walthard*		Tigard	OR	97224	
Kyle Bunch	29781 Town Center Loop W, Suite 300	Wilsonville	OR	97070	(503) 567-1633
W.T.*		Abington	PA		
Adam Kadi	532 Hamilton Street	Allentown	PA	18101	(484) 750-6933
Amie Lyons	5000 Tilghman Street, Suite 230	Allentown	PA	18104	(610) 365-1532
Mustafa Mahboubi	3070 Bristol Pike, Suite 1-102A	Bensalem	PA	19020	(267) 876-5333

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Geoffrey Pratt	731 Skippack Pike, Building 2	Blue Bell	PA	19422	(267) 571-6221
Bill Brennan	3800 Market Street, Suite 206	Camp Hill	PA	17011	(717) 797-2772
Ed Ennis	6 Wilmington West Chester Pike	Chadds Ford	PA	19317	(610) 365-4999
Tim McMullin	225 Wilmington-West Chester Pike	Chadds Ford	PA	19317	(484) 408-6620
Gregory Schnee	3425 Limekiln Pike, Suite 3	Chalfont	PA	18914-3602	267-571-6151
Korey Paff	375 Floral Avenue, Ste 105	Chambersburg	PA	17201	(717) 477-5107
Christina Paolisso and Scott Nurick*		Conshohocken	PA	19428	
Jeremiah Kim*		Cresson	PA	16630-1119	
John Harris*		Darby	PA	19023	
Patrick Benner*		Drexel Hill	PA	19026	
Gerry Cleary	2006 Dekalb Pike	East Norriton	PA	19401	(484) 750-2577
Khary Byrd	600 Eagleview Boulevard, Floor 3, Office 307	Exton	PA	19341	(484) 750-4133
Eric Frain	218 Lincoln Hwy	Fairless Hills	PA	19030	(267) 908-9044
Kevin Eliason*		Feasterville Trevose	PA	19053	
Joseph O'Gara*	580 Virginia Drive, Suite 130	Fort Washington	PA	19034	(610) 871-4662
Tyler Hissong	1 Center Square, Suite 6	Hanover	PA	17331	(717) 521-8182
Dadhi Dahal	330 East Park Drive	Harrisburg	PA	17111	(315) 728-9994
Brian Nardini*		Hatboro	PA	19040	(215) 600-1322
John Hufnagle*		Hatboro	PA	19040	(267) 778-9170
Mary Murphy	2400 David Drive	Havertown	PA	19083	(484) 626-0226
Pat Boyle*	1223 W Chester Pike Fl 2 Havertown	Havertown	PA	19083	(610) 420-5115
Jennifer Stare*		Hershey	PA	-	
Sean Miguel	300 Welsh Rd Building 1, Suite 100	Horsham	PA	19044	(267) 703-4544
Nicole Kenly	689 Philadelphia Street, Unit 105	Indiana	PA	15701	(724) 216-0972
Joshua Short	630 Freedom Business Center, Third Floor, Office 74	King of Prussia	PA	19406	(610) 631-1718
Dan Parson*	500 Delp Road	Lancaster	PA	17601	(223) 244-5544
Jake Brendle	1630 Manheim Pike	Lancaster	PA	17601	(717) 844-6311
Matt Metarko*		Latrobe	PA	15650	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Joel Skundrich	55 North Water Street, Suite A7	Lititz	PA	17543	(717) 733-7373
Jason Kephart*		Lower Burrell	PA	Lower Burrell, PA 15	
Alan Shomo	5 Great Valley Pkwy	Malvern	PA	19355	(610) 477-2899
David Tomlin*	5 Great Valley Parkway, Suite 269	Malvern	PA	19355	(610) 871-4644
Fred Kernisky*		McKeesport	PA	15133	
Steven Tirendi	12 Penns Trail	Newtown	PA	18940	(215) 428-1906
Jim Bowdler	18 Campus Blvd Suite 100	Newtown Square	PA	19073	(484) 805-0063
Jeff Law*		North Huntingdon	PA	15642	(724) 871-7033
Rafal Kolankowski*		North Huntingdon	PA	15642	(412) 824-5288
James Morelli**	1364 Welsh Road, Suite A201	North Wales	PA	19454	(610) 871-5506
Diane and George Kweder	1701 S. 11th Street	Philadelphia	PA	19148	(267) 551-3320
Fran Evans	2901 Southampton Road	Philadelphia	PA	19154	(215) 323-6850
Janille Williams*		Philadelphia	PA	19144	
Jessica Moore*	1 International Plaza, Suite 550	Philadelphia	PA	19913	(267) 270-4188
Joe Parson	2604 E Allegheny Ave	Philadelphia	PA	19134	(267) 968-1577
Jordan Floyd	2972 Richmond Street	Philadelphia	PA	19134	(215) 987-3778
Jose Figueroa*		Philadelphia	PA		(215) 960-2640
Matt Seyler	325-41 Chestnut Street, Suite 800	Philadelphia	PA	19106	(267) 668-3554
Nathaniel Barkley	719 W Girard Ave	Philadelphia	PA	19123	(215) 839-3081
Paul Merritt	1100 Ludlow Street, Suite 07-123	Philadelphia	PA	19107	(215) 454-2066
Thomas Flynn & Candy Vigorita	6751 Norwitch Dr Suite 2	Philadelphia	PA	19153	(215) 710-8786
Berat Ugrasiz*		Pittsburgh	PA	15237	(412) 352-0948
Tiderro & JeAndre Williams*	201 Penn Center Boulevard, Suite 418	Pittsburgh	PA	15235	(412) 676-7188
Tim Madden*		Pittsburgh	PA	15241	
Brad Coley	122 W Lancaster Ave	Reading	PA	19607	(484) 838-6088
Jan Riegel	4641 Pottsville Pike, Suite 7	Reading	PA	19605	(610) 590-7266
Justin Kadish*	1208 Whitfield Blvd	Reading	PA	19609	(610) 750-9200
Samantha Bauer	103 Pittsburgh St.	Saxonburg	PA	16056	(724) 510-0200
Courtney Lisk*		Scranton	PA	18509	(570) 800-5969
Brandon Cocain*		Sharpsville	PA	-	(724) 301-4937

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jim Walker	31 South High Street	West Chester	PA	19382	(484) 470-6555
Megan Barone	600 West Strasburg Road, Suite B	West Chester	PA	19382	(610) 427-2551
Jennifer West*		Wilkes Barre	PA		
Agot Agot	1017 Mumma Road, Suite 105	Wormleysburg	PA	17043	(717) 670-4888
Matthew Marinelli	301 Oxford Valley Road, Suite 1602A	Yardley	PA	19067	(267) 551-3395
Gerald Lepain*	311 Harkney Hill Road	Coventry	RI	02816	(774) 901-4000
J.I.*		Cranston	RI		
K.C.*		North Providence	RI		
J.T.*		Pawtucket	RI		
Ken Cloutier*	2000 Warwick Avenue, Suite 1	Warwick	RI	02889	(401) 244-5844
Andrew Siders Jr.	228 Richland Ave NW, Suite 4	Aiken	SC	29801	(803) 830-5477
Thomas Roach	2315 North Main Street, Suite 211-E	Anderson	SC	29621	(864) 305-1267
Bruce Yeager*		Bluffton	SC	29910	
Darrell Frye*		Bluffton	SC	29910	(317) 600-8518
Blake Robertson	12-A Carriage Ln	Charleston	SC	29407	(843) 790-9321
Mike Campbell*		Charleston	SC	29412	
Friar Dixon*		Clemson	SC	29631	(864) 643-2895
Barrett Hurd & Jermaine Johnson	4021 Monticello Rd	Columbia	SC	29203	(803) 403-1107
Matthew Stalvey	1320 Main St, Ste 300	Columbia	SC	29201	(803) 403-1559
Mike Sturkie	1224 Pickens Street, Suite 150	Columbia	SC	29201	(803) 766-7796
Renee Friar	1320 Main Street, Suite 300	Columbia	SC	29201	(803) 456-2900
Sterling McMillan*		Columbia	SC	-	(803) 363-9834
Timothy Frank	300 Long Pointe Ln, Suite 220-Q	Columbia	SC	29229	(803) 832-0808
Roger Armfield*		Florence	SC		
Chris Hogan	1171 Market Street Suite 201	Fort Mill	SC	29708	(803) 939-9905
Ellen Colberg	1365 Broadcloth St, Ste 202	Fort Mill	SC	29715	(803) 630-5244
Emanuel Thomason*		Fort Mill	SC	-	(864) 419-0135
Ben Dangerfield	11 N Irvine St, Suite 15	Greenville	SC	29601	(864) 404-6360
Brian Schwanbeck	128 Millport Circle Suite 200	Greenville	SC	29607	(864) 421-0233
Chris Collins*		Greenville	SC	-	-

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
David Waring*		Greenville	SC	29607	-
Ethan Hinkle*		Greenville	SC	29605	
Grant Sims*		Greenville	SC		
Jeremy Ford*		Greenville	SC	29607	(864) 297-9222
Jonathan Ryan	217 West Stone Avenue	Greenville	SC	29609	(864) 987-8255
Michael Colombo*		Greenville	SC		
Michael Strawhorn*		Greenville	SC	-	(864) 506-0161
Noah Whitehead and Grayson Bell*	301 Augusta Street, Suite 301	Greenville	SC	29601	(864) 751-0602
Calvin Allen & Lance Pittman	550 Memorial Drive Extension	Greer	SC	29651	(864) 699-4511
Paul Duty*		Inman	SC	29349	-
Shannon L. Baker	3724 Old Charleston Highway, Suite 103	Johns Island	SC	29455	(843) 972-3566
Leslie Pitts	600 Columbia Ave STE 6	Lexington	SC	29072	(803) 335-1700
Turner Hickson	120 Renaissance Circle, Suite 5	Mauldin	SC	29662	(864) 626-5499
Billy Hyde*		Mount Pleasant	SC	29464	
Lisa Kelly	1240 Winnowing Way Suite 102	Mount Pleasant	SC	29466	(843) 998-7060
Matthew Winebrenner	1240 Winnowing Way Suite 102	Mount Pleasant	SC	29466	(843) 936-1993
Michael Pack**		Mount Pleasant	SC	29466	
Ike Sullivan*		Myrtle Beach	SC		
Scott Eggleston and Jeff Eggleston	1304 Professional Drive, Suite E	Myrtle Beach	SC	29577	(843) 405-3011
Ryan Kight	524 Georgia Avenue, Suite 3	North Augusta	SC	29841	(803) 766-7799
Anthony Kolgaklis*		North Charleston	SC	29406	(843) 974-6044
Lee Maynor*	1019 Highway 17 South, Suite 118	North Myrtle Beach	SC	29582	(843) 502-6007
Stuart Starnes	331 East Main st. Suite 200	Rock Hill	SC	29730	(803) 580-5511
Brandi Hill	324 East Saint John Street, E2	Spartanburg	SC	29302	864-529-9566
Tyrone Barker	1518 John B White Blvd #7	Spartanburg	SC	29301	(864) 641-1452
Eric Tryby*		Summerton	SC	29148	(951) 600-0068
Frank Harris*		Summerville	SC	29485	-
Jennifer Dasinger	100 Corporate Way, Suite 200	Summerville	SC	29483	(854) 222-9661
Dana McMahan	355 St Mark Rd	Taylors	SC	29687	(252) 320-7609

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dane Oman	1719 West Main Street, #204	Rapid City	SD	57702	(605) 800-4446
Immanuel Bassey*		Sioux Falls	SD	57105	
Matthew Rankin**		Andersonville	TN	37705	
Andrew Millsaps	130 East Washington Avenue, Suite 5	Athens	TN	37303	(423) 617-0866
Daniel Gatlin*		Bartlett	TN	38133	(901) 235-1176
Janet Aertker	7105 Peach Court #101	Brentwood	TN	37027	615-567-5298
Nate Stalnaker	516 Holston Avenue, Suite 202	Bristol	TN	37620	(423) 464-4211
Roger Penn*		Brownsville	TN	38012	
Cody White	1011 Main St. N	Carthage	TN	37030	(423) 261-4896
Jonathan Hunter*		Chattanooga	TN	37416	(423) 490-9200
Mark Paulson	200 West Martin Luther King Boulevard, #1000	Chattanooga	TN	37402	(423) 704-9922
Sullivan Brown*		Chattanooga	TN	37412	-
Bobby Emmett*		Clarksville	TN	37042	
David McDowell**	545 Ellie Cove	Collierville	TN	38017	(901) 701-1881
Justin Hall and Allen Trew	145 South Jefferson Avenue, Suite J	Cookeville	TN	38501	(931) 552-5288
Drew Moses	53 North Main Street, Suite 110	Crossville	TN	38555	(931) 548-1900
Jay Morgan*	1436 Club House Drive	Dyersburg	TN	38024	(731) 641-4177
Joe Reever	231 Public Square, Suite 300	Franklin	TN	37064	(629) 230-9332
Matthew Warren	133 Holiday Court , Suite 203	Franklin	TN	37067	(615) 716-1220
Jonathan Blayney and Shay Stevens	425 South Water Avenue	Gallatin	TN	37066	(629) 895-4799
Jaron & Sunny Snoeyenbos*		Greeneville	TN	37745	(423) 787-0353
Ron Tharpe*	40 Sebastian Drive	Jackson	TN	38305	(731) 660-2011
David Strickland*		Johnson City	TN	37615	
B.C.*		Knoxville	TN		
Jonah Riggs*		Knoxville	TN	37912	(865) 803-4899
Michael Grimes	7715 Oak Ridge Hwy	Knoxville	TN	37931	(865) 381-9633
Nate Hammond*		Knoxville	TN		
Jenna Pitt*		La Vergne	TN		
Debby Dirmyer	272 North Military Avenue, Suite 200	Lawrenceburg	TN	38464	(832) 4603408
Noah Shannon	272 N Military Ave	Lawrenceburg	TN	38464	931-231-9004

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jonathan R. King & Mark Graves*		Lebanon	TN	37087	
Blake Sims*		Memphis	TN	38117	(901) 800-5777
John Mayfield	6584 Poplar Avenue, Suite 340	Memphis	TN	38138	(731) 613-9911
Josh Mays	285 German Oak Drive, Suite 102	Memphis	TN	38018	(901) 567-2977
Terez Wilson*		Memphis	TN	38117	(901) 208-8717
Joshua Yopp*	138 East Tennessee Avenue	Middleton	TN	38052	(731) 472-2039
Ashlee Kelly*		Nashville	TN	-	(615) 948-8060
Bhuwan Nepal*	1453 Bell Road, Suite 106	Nashville	TN	37211	(615) 994-1745
Clayton Buescher*	3102 West End Avenue, Suite 400	Nashville	TN	37203	615-622-2501
Devon Eubanks	636 Grassmere Park #130A	Nashville	TN	37211	(615) 810-8531
Joseph Kerr*		Nashville	TN	37205	
Kevin Michelson	805 Bradford Ave	Nashville	TN	37204	(629) 206-9925
Liam Schnell*		Nashville	TN		
Ray Besch*		Nashville	TN		
Scot Hubert	3017 Ambrose Avenue	Nashville	TN	37207	(615) 924-9684
S.A.*		Nashville	TN		
Tyler Roberts	40 Burton Hills Boulevard #249	Nashville	TN	37215	(629) 236-5511
William Burns*		Nashville	TN	37203	(615) 800-6877
Dave Abdallah*		Nolensville	TN	37135	
Garrett Davidson	100 Tulsa Road Suite 9	Oak Ridge	TN	37830	(865) 272-0188
David Holloway	9219 Lee Hwy #101	Ooltewah	TN	37363	(423) 616-0477
Martha Haithcock-Sirko	1016 Dolly Parton Parkway Unit 9B	Sevierville	TN	37862	(865) 280-4992
Ken Graham*		Seymour	TN	37865	(865) 428-1944
Stephen Treece*		Smyrna,	TN	37167	(615) 821-0821
Debbie Hudson	8961 Dayton Pike Suite B	Soddy Daisy	TN	37379	(423) 405-6333
Steven Ferman	8961 Dayton Pike, Suite B	Soddy-Daisy	TN	37379	(423) 558-0338
Hogan Reeves & Matthew Ferreira*	209 South Pioneer Drive	Abilene	TX	79605	(214) 432-7881
Reggie Wrinkle*		Abilene	TX	79605	(325) 439-1742
Andrew McCulloch	1015 Champions Drive, Suite 100	Aledo	TX	76008	(682) 312-2544
Darin Tubbs	401 N FM 1187	Aledo	TX	76008	(817) 754-1630
Irene Zuniga**		Aledo	TX	76008	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dalia Assem & Islam Abouelenin		Allen	TX		(646) 338-0799
Edward Houillion*		Allen	TX	75002	(214) 446-1816
Eric Curran*	315 North Shary Road	Alton	TX	78573	(956) 303-3388
Chris Self	3505 Olsen Blvd, Suite 102	Amarillo	TX	79106	(806) 641-1933
Kira Mullins	6900 I-40, Suite 180	Amarillo	TX	79106	(806) 642-4899
Cassandra Krumme*		Argyle	TX	76226	(940) 380-8264
Christopher Reince	1807 West Park Row Drive	Arlington	TX	76013	(817) 809-8611
Jeff Krippel**	2414 South Graham Drive	Arlington	TX	76013	(817) 803-6433
Bryanne Mayo	3755 S Capital of Texas Hwy, Suite 210	Austin	TX	78704	(512) 900-3155
Caleb Glenn*	3755 South Capital of Texas Highway, Suite 210	Austin	TX	78704	(512) 887-1220
Dane Ormand & Riley Spiller	9707 FM 812, Suite 3	Austin	TX	78719	(512) 960-4550
L.R.*		Austin	TX		
Lorena Korpela	13785 N. Research Blvd, Suite 125	Austin	TX	78750	(512) 201-2981
Rhys Malen	1106 Clayton Lane, Suite 207E	Austin	TX	78723	(225) 907-7990
Rupa Ram*		Austin	TX	78759	
Zack Lofton*	1515 South Capital of Texas Highway, Suite 205	Austin	TX	78746	(512) 382-2744
Ashley Taylor	1208 Decker Dr., Suite 210	Baytown	TX	77520	(281) 427-7471
Joe Robertson	350 Pine Street, Suite 209	Beaumont	TX	77701	(409) 299-3776
Kacie Bass	3635 Calder Avenue, Suite 101-B	Beaumont	TX	77706	(409) 257-6333
Vanecia Jordan*		Beaumont	TX	77713	(409) 466-4564
Josh & Mia Reeves*		Bedford	TX	76021	(817) 751-0254
Kyle Freitag	423 E Main St, Suite 5L	Bellville	TX	77418	(979) 865-6009
Clifford Collen*		Belton	TX	76513	(254) 870-4612
Tina Butler	2271 Elm Grove Road	Belton	TX	76513	(254) 730-4902
Leah Owen	1101 Halsell Street	Bridgeport	TX	76426	(337) 516-2308
David Chilcote	311 N Center Ave	Brownwood	TX	76801	(972) 402-5593
Lesli Mims	503 South Loop 4, Unit B	Buda	TX	78610	(737) 881-7811
Tim Rial*		Burleson	TX	76028	(817) 447-0719
Ben Breedlove	117 East Jackson Street	Burnet	TX	78611	(806) 368-2307
Jake Aldinger	715 Discovery Blvd, Unit #406	Cedar Park	TX	78613	(737) 232-2246

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Bob Comstock & Yvonnie Tijerina	8500 Precinct Line Rd, Suite 200	Colleyville	TX	76034	(817) 618-2535
Matt Gaby*		Columbus	TX	78934	(979) 732-8327
Gustavo Garza*		Conroe	TX	77385	
Samantha Brock*		Conroe	TX	77301	(281) 814-4920
Stuart Slott	610 North Loop 336 East, Suite 104	Conroe	TX	77301	(936) 681-0051
Adel Sammak	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(469) 630-7977
Brandon Polerecki*	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(972) 800-4411
Carl Tirador	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(469) 480-4544
Chris Zimmerman	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(972) 445-9608
JC Harter	3401 Olympus Boulevard, Suite 400	Coppell	TX	75019	214 354-5278
Joel Tipton	3401 Olympus Boulevard, Suite 440	Coppell	TX	75039	(972) 402-5688
John Bickham	4737 Mt. Vernon	Corpus Christi	TX	78414	(361) 866-5140
Matt Hartnett	710 Buffalo Street, Suite 312A	Corpus Christi	TX	78401	(512) 797-9866
Stuart Smith*		Corsicana	TX	75110	(903) 872-6700
Chris Cavanaugh*		Cypress	TX	77433	
Francisco Avelar*		Cypress	TX		(970) 215-6606
Callie Reaves Koskovich	1919 McKinney Avenue, Suite 100	Dallas	TX	75201	(214) 458-4220
Davey Farris	9543 Losa Drive, Suite 107	Dallas	TX	75218	(214) 447-0091
Folahan Adetunji*		Dallas	TX		
JD Quinn*		Dallas	TX		
Jeffrey Bowers*		Dallas	TX		(502) 454-7992
Michael Todd*		Dallas	TX	75204	(972) 668-5858
Sally McAlvain*		Dallas	TX	75206	(214) 427-6990
Thomas Bills*		Dallas	TX		
Jessica Flores**	312 Farm to Market 517 Road West	Dickinson	TX	77539	(832) 476-8113
Chris Joudi	1504 Montana Ave	El Paso	TX	79902	(915) 975-5993
Erica Torres	221 North Kansas Street Suite 700, Office 737	El Paso	TX	79901	(915) 493-2022
J Armando Reza	5915 Silver Springs Drive, Building 5, Suite H	El Paso	TX	79912	(915) 532-3833
Rocky Mezzacappa	6090 Surety Drive, Suite 430-H	El Paso	TX	79925	(915) 539-5141

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Salvador Villarreal	444 Executive Center Boulevard, Suite 215	El Paso	TX	79902	(915) 516-9991
Zac Spivey*		El Paso	TX	79938	(409) 920-5698
Donald Molandes**		Elkhart	TX	75839	
Morad Barqawi*		Euless	TX		
Jose Gonzalez	8000 Fair Oaks Parkway, Suite 208	Fair Oaks Ranch	TX	78015	(830) 549-2522
Glenda Brooks*		Fairfield	TX		
Chris Cronkhite*		Flower Mound	TX	75022	(520) 499-3699
James Collins	2833 Crockett Street, Suite 191	Fort Worth	TX	76107	(817) 928-5551
Jeff Lund	4500 Mercantile Plaza, Suite 358	Fort Worth	TX	76137	(817) 769-8433
Jim Hutchison*		Fort Worth	TX	76179	
Joseph Choe	1751 River Run, Suite 200	Fort Worth	TX	76107	(682) 499-1113
Oscille Joseph	5049 Edwards Ranch Road, 4th Floor STE 03-100	Fort Worth	TX	76109	(817) 502-9944
Rodrigo Chavez*	7404 Sand Street	Fort Worth	TX	76118	(682) 354-4554
Samantha Torres	3348 Peden Rd, Suite 402	Fort Worth	TX	76179	(817) 482-9945
Michelle Davis	1506 Winding Way Drive, Building 102	Friendswood	TX	77546	(832) 626-4606
Brittany Shelhorse*		Frisco	TX	75034	(817) 501-0315
Dustin Jackson*	6160 Warren Parkway, Suite 137	Frisco	TX	75034	(469) 731-3633
Justin Williams**		Frisco	TX		(409) 692-3637
Sharla Pavle	6639 West Cross Creek Bend Lane, Suite 349	Fulshear	TX	77441	(214) 952-5432
Chevonne McCray*		Garland	TX	75043	(415) 312-1894
Hector Resendez	675 Town Square Blvd, #243	Garland	TX	75040	(972) 974-4042
Becca Ponce*	3613 Williams Drive, Suite 1006	Georgetown	TX	78628	(737) 215-8155
Danny Moore	601 Quail Valley Drive	Georgetown	TX	78626	(512) 887-4010
Randy Emerson	201 East Pearl Street Suite C106	Granbury	TX	76049	(817) 928-5244
Jeanneth Graves	726 Dalworth St., Suite 1003-B	Grand Prairie	TX	75050	(972) 457-1204
Enrique Sandoval	1452 Hughes Road, Suite 200	Grapevine	TX	76051	(469) 649-0588
Rhett Meyer**		Grapevine	TX	76051	
Adrian Valerio*		Harlingen	TX	78552	(956) 536-3134
Samantha Gwynn*		Hickory Creek	TX	75065	(469) 233-6711

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Avryl Gordon	10500 Northwest Freeway, Suite 100	Houston	TX	77092	(713) 680-2178
Barry DeRouen*		Houston	TX	77044	(832) 672-7950
Bryan Jewell*	2656 South Loop West, Suite 322	Houston	TX	77054	(713) 324-9033
Cameron Gardner*		Houston	TX	77058	(713) 826-0785
Corey Carter	4606 FM 1960 Rd W, Suite 400	Houston	TX	77069	(832) 460-5443
David Tong*		Houston	TX	-	(832) 535-9788
Donald Enga*		Houston	TX	77007	(516) 659-1803
Edwin Martinez	2180 North Loop West	Houston	TX	77018	(832) 353-3752
Houtan Samanian*		Houston	TX	77077	
Jauvona & Alfred Daise*		Houston	TX		(561) 777-6696
Jay Blanco	825 Town & Country Lane, Suite 1200	Houston	TX	77024	(281) 845-6860
John McDaniel	5757 Woodway Dr., Suite 324	Houston	TX	77057	(281) 602-5979
Jordan Gomez	18050 Saturn Lane, Suite 100	Houston	TX	77058	(832) 707-0068
Jose Martinez	7676 Hillmont Street, Suite 344-07	Houston	TX	77040	(832) 353-3895
Joseph Goudeau	2000 Crawford, Suite 807	Houston	TX	77002	(832) 674-1719
Kelli Abreu*		Houston	TX	77018	(832) 878-7376
Kesha Dean*		Houston	TX	77056	
Laura Templet*		Houston	TX	-	(832) 764-8520
Lonnie Mitchell	2929 Allen Parkway Suite 200	Houston	TX	77019	
Manu Verma & Moe Tariq	9800 Centre Pkwy, Suite 153	Houston	TX	77036	(832) 509-5888
Melvin Houston	3033 Chimney Rock, Suite 212	Houston	TX	77056	(713) 212-0600
Nelvin Adriatico	6363 Richmond Avenue, Suite 400-A	Houston	TX	77057	(281) 404-9280
Nicholas Gamboa*		Houston	TX	77019	(770) 843-3123
Omaer Saleem*		Houston	TX	-	(832) 880-1095
Patrick Torma	3420 Rusk Suite 22	Houston	TX	77003	(832) 649-4311
Rafael Almazan*	16015 Berkshire Manor Lane	Houston	TX	77084	(832) 403-3022
Ricardo Peña	7062b Lakeview Haven Drive, Suite 112	Houston	TX	77095	832-942-8895
Trish Kyle*	10100 Katy Freeway, Suite 650	Houston	TX	77043	(281) 297-9022
Uche Okereke*		Houston	TX	77095	(281) 463-9300

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Yesenia Guerra	4627 Alvin Street	Houston	TX	77051	(713) 324-9198
Lance Marshall & Tyler McCaffety*	1211 Financial Plaza	Huntsville	TX	77340	(936) 955-5230
David Chenault*		Hutto	TX	78634	(512) 244-6641
Joe Banda*	955 West John Carpenter Freeway, Suite 100	Irving	TX	75039	(214) 556-8621
Mike Hagan**		Irving	TX	75063	
Jeff Gerber	2717 Commercial Center Boulevard Suite E205	Katy	TX	77494	(281) 747-8801
Joe Gerik	2717 Commercial Center Blvd, Suite E200	Katy	TX	77494	(281) 220-5725
Noah Yaro*	28510 Rustic Branch Lane	Katy	TX	77494	(281) 297-9002
Kellen Vaughan, Kenneth Travis	628 Stoneglen Drive, Suite B	Keller	TX	76248	(817) 697-4066
Tammy Mazoch*	2605 Columbia Memorial Parkway, Suite C	Kemah	TX	77565	(713) 324-9009
Bryan Downing	1100 Stone Road, Unit 104	Kilgore	TX	75662	(430) 562-9299
Marcia Burklew	20665 West Lake Houston Parkway	Kingwood	TX	77346	
Kelly Houston	2000 S. Stemmons Freeway, Suite 205	Lake Dallas	TX	75065	(214) 448-4445
Rick Shirley*		Lakeway	TX	78734	(512) 508-1622
Gustavo Guerrero*	900 East Hillside Road	Laredo	TX	78041	(956) 267-1569
Brett Hicks	5017 122nd Street Suite 106	Lubbock	TX	79424	(806) 686-6463
Marianna Martinez	3223 S Loop 289, Suite 240 F	Lubbock	TX	79423	(806) 451-5477
Ronnie Ledbetter	5121 69th Street, Suite A	Lubbock	TX	79424	(806) 642-4898
Samantha Mullins & Steven Seymour	4105 84th Street	Lubbock	TX	79423	(806) 300-0299
The Merchant Agency	5001 West Loop 289, Suite 230	Lubbock	TX	79414	(972) 584-1110
Josh Ridings	515 S. 1st St., Suite G	Lufkin	TX	75901	(936) 622-2330
Salvador Sanchez*		Marshall	TX	75672	(903) 407-8575
Robert Perez & Robby White	711 W. Nolana Avenue, Suite 104-M	McAllen	TX	78504	(956) 242-0555
Chris Cuellar and Eric Gomez	6951 Virginia Parkway, Suite 211	McKinney	TX	75071	(214) 544-6616
Larry Garza*	the 1820 E Griffin Pkwy, Ste B	Mission	TX	78572	
Andrew Wood*		Montgomery	TX	77356	(936) 828-4840
W.L.*		Munday	TX		
Bonnie May Smithey	618-B Comal Avenue, Suite 5	New Braunfels	TX	78130	(210) 876-3730

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Karma Delgado	831 Landa Street, Suite C	New Braunfels	TX	78130	(512) 801-7466
Peggy McClaren	1849 Lamar Avenue, Suite 120	Paris	TX	75460	(903) 200-4951
Martin Hernandez	213 West Southmore Avenue Suite 303	Pasadena	TX	77502	(346) 335-9990
Alan Purnell	11200 Broadway, Suite 2743	Pearland	TX	77584	(832) 916-2555
Tyson Schweitzer	3901 East Pear Street, Suite 2	Pearland	TX	77581	281-727-0324
Charles Pendley	2800 North Dallas Parkway, Suite 360	Plano	TX	75093	(972) 371-0106
Julie Penrod	101 East Park Blvd, Suite 600-24	Plano	TX	75074	(469) 613-1699
Kristin R. James*		Plano	TX	75075-2355	(972) 881-0044
Matt Scaling*		Plano	TX	75024	(972) 378-5300
Eric Buchanan	130 N. Preston Rd, Suite 252	Prosper	TX	75078	(972) 457-1140
James Cole	3400 N Central Expy, Suite 110	Richardson	TX	75080	(214) 778-2557
Ryan Nolen	810 Morton Street	Richmond	TX	77469	(281) 872-6604
Clint Tumey	159 Riding Club Road	Rockwall	TX	75087	(469) 312-4314
Dwayne Wells	1000 Heritage Center Circle Ste 153	Round Rock	TX	78664	(512) 677-6361
Kyle Jones	1000 Heritage Center Circle Suite 153	Round Rock	TX	78664	(512) 851-1198
Alvaro Garza	1846 North Loop 1604 West #204	San Antonio	TX	78248	(210) 448-8804
Brandon Semacaritt*	8414 Fountain Circle, Suite 2	San Antonio	TX	78229	210-640-6670
Johnny Pedroza	4940 Broadway, Suite 116	San Antonio	TX	78209	(210) 756-8590
Linda Rudd	10999 West IH-10, Suite 700	San Antonio	TX	78230	(210) 664-3788
Mason Sparks	21720 Hardy Oak Boulevard, Suite 87	San Antonio	TX	78258	(210) 460-2203
Placido Vasquez	401 East Sonterra Boulevard Suite 375, Office CM 357	San Antonio	TX		(210) 890-8953
Rob Arias	9901 IH-10 West, Suite 215	San Antonio	TX	78230	(210) 851-8480
Ryan Moreno	1026 W. Ashby Place	San Antonio	TX	78212	(210) 876-6994
Sergio Gonzalez	21720 Hardy Oak Blvd, Suite 89	San Antonio	TX	78258	(210) 890-4933
Joe Silby	829 North LBJ Drive	San Marcos	TX	78666	(512) 772-2429
Victoria Davis*		Sanger	TX		
Brian Kimberlin	1800 Teague Dr Suite, #507-2	Sherman	TX	75090	903-385-3805

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dustin Suitors	1800 Teague Drive, Suite 419	Sherman	TX	75090	(903) 385-3507
Cindy Kranzle*		Sinton	TX	-	-
Damion Brown	180 State Street, Suite 216	Southlake	TX	76092	(817) 865-1775
Dan Seyler*		Southlake	TX	-	
Kristi Williams	902 South Highway 207, Suite B	Spearman	TX	79081	(806) 642-4797
Terri Coleman	21818 Highway 71 West, Suite 203	Spicewood	TX	78669	(512) 523-4703
John Berning*		Sulphur Springs	TX	75482	(903) 885-9607
Eric Armendariz*		The Colony	TX	75056	(214) 663-4512
Chance Carroll*		The Woodlands	TX		(214) 838-5242
Jarad Scelfo	8777 West Rayford Rd, Suite 109	The Woodlands	TX	77389	(281) 823-9976
Jarrod Juricek*	1330 Lake Robbins Drive, Suites 350 and 650	The Woodlands	TX	77380	(281) 636-1199
Jeffery Ortiz	1330 Lake Robbins Drive, Suites 350 and 650	The Woodlands	TX	77380	(832) 241-5533
Miranda Peltzman*	1330 Lake Robbins Drive Suites 350 and 650	The Woodlands	TX	77380	(832) 615-2707
John Oettli*		Tomball	TX		(832) 574-3349
Clay Hale*		Tyler	TX	75701	
Matthew Utz*	15399 County Rd 26	Tyler	TX	75707	(903) 574-9915
Sonya DeVuyst*	15488 FM 2493, Suite 100	Tyler	TX	75703	(903) 326-5114
Justin Pachta	8607 N Navarro St, Suite D	Victoria	TX	77904	(361) 433-4445
Kyle Davis	1227 North Valley Mills Drive, Suite 208	Waco	TX	76710	(254) 651-2677
Gunther Strength	1710 W Highway 287, Business Suite 120	Waxahachie	TX	75165	(972) 893-1229
Chad Page	106 Austin Avenue	Weatherford	TX	76086	(817) 618-1455
Alan Spears	1500 Solana Boulevard, Building 4	Westlake	TX	76262	(817) 865-3679
Ben Jones	1500 Solana Blvd, Suite 4500	Westlake	TX	76262	(972) 889-9112
Brian Wolf*	1500 Solana Boulevard, Suite 4500	Westlake	TX	76262	(469) 384-2215
Haley Bassman*	1500 Solana Boulevard, Building 4, Suite 4500	Westlake	TX	76262	(817) 984-8466
Ian Trickey	1500 Solana Blvd, Suite 4500	Westlake	TX	76262	(214) 945-2558
Jantz Goble*	1500 Solana Boulevard, Building 4, Suite 4500	Westlake	TX	76262	817-533-7633
Jason Weeks	1500 Solana Blvd Building 4 Suite 4500	Westlake	TX	76262	(817) 396-5119

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jay Menuey	1500 Solana Boulevard, Building 4, Suite 4500	Westlake	TX	76262	(214) 556-8686
Josiah Winemiller	1500 Solana Blvd. Suite 4500	Westlake	TX	76262	(817) 618-5220
Kyle Dilworth*	1500 Solana Boulevard, Suite 4500	Westlake	TX	76262	214-257-8434
Michael Kordewick	1500 Solana Blvd, Suite 4500	Westlake	TX	76262	(214) 919-9211
Rohan Kancharla*	1500 Solana Boulevard, Suite 4500	Westlake	TX	76262	(469) 731-3387
Ryan Leone	1500 Solana Blvd, Suite 4500	Westlake	TX	76262	(318) 560-7907
Nina Dabney*		White Oak	TX	75693	(903) 353-4175
Jennifer LeVoir	131 E Main St #9	Whitesboro	TX	76273	(903) 402-1771
Kristi McCarty*			TX		(903) 939-8181
Patrick Packer*	74 East 500 South, Suite 110	Bountiful	UT	84010	(801) 889-1690
Matthew Cernyar	474 South Main Street, Suite B	Heber City	UT	84032	(435) 216-5055
Gavin Mccleary*	361 East 100 South, #459	Morgan	UT	84050	(801) 758-7448
Kyle Walker*	526 North 400 West	North Salt Lake	UT	84054	(385) 399-9980
Stephen Bishop*		Alberta	VA	23821	-
Glenn Fischer	6076 Franconia Road Suite B	Alexandria	VA	22310	(703) 674-9038
Linh Pham	5301 Shawnee Road, Suite #300	Alexandria	VA	22312	(407) 496-6845
Lydia Abebe*		Alexandria	VA		(202) 746-4353
Michael Collins*		Alexandria	VA		
Eder Odria	5105-F Backlick Rd	Annandale	VA	22003	(703) 991-4161
Jason Hamby & Rachael Henley	220 South Main Street	Blacksburg	VA	24060	(540) 908-4227
Alex Stanek*		Calabash	VA	-	(540) 314-5481
Dawn Brink*	644 Grassfield Parkway Suite 27	Chesapeake	VA	23322	(757) 410-0080
Natasha Small	2020 Portlock Road, Suite 201	Chesapeake	VA	23324	(757) 512-7106
Steve Klimkiewicz & Brittney Horton	1545 Crossways Boulevard Suite 250	Chesapeake	VA	23320	(757) 707-8833
William Bryan Kenny	801 Kent Place	Chesapeake	VA	23320	(757) 800-1440
Shawn Clavon*	13203 North Enon Church Road, Suite B-122	Chester	VA	23836	(804) 660-8282
Travis Bullard*	4800 Krenmore Court	Chester	VA	23831	(757) 974-9991
Xiomara Alvarado*		Chester	VA		(757) 748-7842
Jeremy Rowe	1738 Jefferson Highway	Fishersville	VA	22939	(434) 266-9900

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Joanna Luper*		Forest	VA	24551	(434) 996-6750
Ryan Stanard	2302 Jefferson Davis Highway Suite B	Fredericksburg	VA	22401	(540) 324-4744
KK Alloway	11551 Nuckols Road, Suite Q	Glen Allen	VA	23059	(804) 588-3066
Jimmy Johnson*		Grundy	VA	24614	(276) 935-7151
John Edwards**		Harrisonburg	VA	22801	(540) 568-1844
Chris Goad*		Hillsville	VA	24153	(276) 728-2231
Ligia Herrera	161 Fort Evans Road NE, Suite 250	Leesburg	VA	20176	703-794-1146
Albert Vargas	7 East Washington Street	Lexington	VA	24450	(540) 469-5115
Blair & Daniel Mastin*	7240 Lee Davis Road	Mechanicsville	VA	23111	(804) 508-6722
Jack Mellon**	14410 Sommerville Court	Midlothian	VA	23113	(804) 613-3909
Ryan Redmond*		Moseley	VA	23120	(845) 701-1720
Haile Lytton*		N Chesterfield	VA	22032	(804) 794-7077
Jaymes Davidson**	201 Echo Ridge Court	Newport News	VA	23603	(757) 916-4555
Christian Strange**		Norfolk	VA	23518	(757) 933-1223
Christopher Linzey*	900 Granby Street, Suite 110	Norfolk	VA	23510	(757) 916-2580
Mike Milligan*		Norfolk	VA	-	
Rocky Taullie*		Norfolk	VA	23518-5444	(757) 222-7627
Mustafa Rasuli*		Occoquan	VA		(703) 451-3434
John Nagle*	1700 Airline Boulevard	Portsmouth	VA	23707	(757) 916-5750
Nick Levandowsky*		Richmond	VA	23226	
Philip Watkins	112 West 32nd Street, Suite 223	Richmond	VA	23225	(757) 986-1223
Steve Utley	1717 East Cary Street	Richmond	VA	23223	(757) 578-1375
William Finnell**	1806 Summit Avenue, Suite 300	Richmond	VA	23230	(804) 877-1955
Scott Fleming & Kelly Handy*	1948 Franklin Road Southwest, Suite 208	Roanoke	VA	24014	(540) 300-6503
Chloe White*		Salem	VA	24153	(540) 378-7888
Justin Miller	112 West Main Street Suite 208	Salem	VA	24153	(540) 779-0533
Richard Bibb	145 Harrell Road Suite 101	Stafford	VA	22405	(571) 379-3290
Ricardo Paz Soldan*	23041 Fontwell Square	Sterling	VA	20166	(703) 865-2226
Trung Nguyen*		Sterling	VA		
Samuel Huang and Janice Liu	8300 Boone Blvd., Suite 570	Vienna	VA	22182	(586) 883-3802

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Steve Wills	2901 South Lynnhaven, Suite 475	Virginia Beach	VA	23452	(757) 478-2459
Andy Kondracki	2244 General Booth Blvd	Virginia Beach	VA	23456	(757) 499-0559
Ashby Whitehorne	277 Bendix Road, Suite 500	Virginia Beach	VA	23452	(757) 330-0779
Cavelle Mollineaux, Ray Lecky & Kayla Baker*	4304 Holland Plaza Sc	Virginia Beach	VA	23452	(757) 599-7388
Gayla Murray*		Virginia Beach	VA	-	
Josh Dress	1517 Lynnhaven Parkway	Virginia Beach	VA	23453	(757) 563-4499
Karen Clark	3640 South Plaza Trail Suite 203	Virginia Beach	VA	23452	(757) 800-1090
Kevin Torcia	780 Lynnhaven Parkway, Suite 400	Virginia Beach	VA	23452	(757) 785-0448
Monica Savino	4164 Virginia Beach Boulevard, Suite 100	Virginia Beach	VA	23452	(757) 435-4291
Pat Trompeter*		Virginia Beach	VA	23462	
Tim Jongquist	4936 Cleveland St, #105	Virginia Beach	VA	23462	(757) 816-9360
Tracey Fink	4870 Haygood Rd	Virginia Beach	VA	23455	(757) 523-5391
Kevin Holdsworth*		Woodbridge	VA	22191	
Michael Skarin	1833 Auburn Way North, Suites D, E, F	Auburn	WA	98002	(253) 218-4902
W.S.*		Battle Ground	WA		
Cesar Grados	10400 NE 4th Street, Suite 500	Bellevue	WA	98004	(425) 459-1811
Argam Zaghian*		Bothell	WA	98011	(425) 820-2002
Bryan Vander Hoek**		Bothell	WA	98011	
David Anderson*	127 East Hazel Avenue	Burlington	WA	98233	(360) 755-0390
Lauren Montoya	2005 SE 192nd Ave, Ste 200, Office 228	Camas	WA	98607	(360) 768-0095
Shane Kidwell	2707 Colby Avenue Suite 1212	Everett	WA	98201	(425) 595-3164
C.E.*		Federal Way	WA		
Terressa Montgomery*		Federal Way	WA	98023	
Don Littrell*	1215 Regents Boulevard, Suite 2D	Fircrest	WA	98466	(253) 449-0110
John Donovan*	1009 North Center Parkway, Suite 205	Kennewick	WA	99336	(509) 418-5441
Rick Stevens*		Lakewood	WA	98499	
Mistica Wright*		Liberty Lake	WA	99019	(509) 900-3058
Ryan Haggerty*		Liberty Lake	WA	-	(509) 263-8888
Aaron Coe	17251 Tye Street	Monroe	WA	98272	(720) 603-9199
Andy Sanchez	6100 219th Street SW, Suite 480	Mountlake Terrace	WA	98043	(425) 748-7480

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Kristopher Carrithers*		Olympia	WA	98506	
Mike Malott*		Puyallup	WA	98374	
Carrie Cocanour	8201 164th avenue NE, Suite 200	Redmond	WA	98052	(425) 818-0011
Robert Gibson*		Seattle	WA	98109	
Kris Hubbard*		Shoreline	WA	98155	
Randy McCready*		Sumner	WA	98390	(253) 987-7196
Susan Yarrington	909 Alder Ave, Suite 203	Sumner	WA	98390	(253) 299-8802
Cameron Severns*		Tacoma	WA	98443	(253) 886-7778
Jerry Hallman	1712 6th Avenue, Suite 200	Tacoma	WA	98405	(253) 534-8488
Morgan Krause	705 S 9th St #301	Tacoma	WA	98405	(253) 330-8222
Shawn Soom*	321 Cleveland Avenue Southeast, Suite 309	Tumwater	WA	98501	(360) 360-2779
A.M.*		Vancouver	WA		
M.C.*		Vancouver	WA		
K.W.*		Yakima	WA		
R.S.*		Yakima	WA		
Stephanie and Will Gaethle	1017 S 48th Ave Ste D	Yakima	WA	98908	(509) 895-2600
Travis Oldenburg*		Appleton	WI		
Jerry Laack*		Baraboo	WI	53913	
Dylan Setzer*		Cedarburg	WI		
Amy DeRuyter*	1101 West Clairemont Avenue, Suite 2G5	Eau Claire	WI	54701	(715) 318-0056
Melissa Stitz*		Green Bay	WI	54311	
Mike Bierke*		Green Bay	WI	54311	(920) 468-3300
Alan and Becky Raguse*	1159 North Pember Road	Janesville	WI	53546	(262) 333-3225
Chris Reese*		Madison	WI	53704	(608) 630-4204
Rebecca Laird	1726 Eagan Road , Suite 101 A	Madison	WI	53704	(608) 716-4776
Adam Morris	3216 South 92nd Street, Suite 201	Milwaukee	WI	53227	(262) 771-1030
James Stephan*		Milwaukee	WI	53219	
Tawanda Frazier*		Milwaukee	WI		
Thomas DeLadurantey*		Milwaukee	WI		
Benjamin Murphy	927 Main Street, Suite 1	Racine	WI	53403	(608) 440-2020
Rebecca Moran*		Sun Prairie	WI	53590	-
Bradly Leis*		Tomah	WI	54660	(608) 573-3636

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Matthew Austin**		Waukesha	WI		
Brent Dabler*		Wausau	WI	54401	(715) 359-4520
Chris Walker*		Fairmont	WV	26554	(681) 404-3433
Christopher Boyce*		Fairmont	WV	26554	(304) 366-7023
Eric Gates*		Martinsburg	WV	25401	(304) 262-0300
Neil Powell	100 Martin St #100	Martinsburg	WV	25401	(304) 699-0990
Raul Carvajal	126 East Burke Street, Suite 13	Martinsburg	WV	25401	(304) 557-2786
Alex Aylsworth	1399 Stewartstown Road, Suite 180	Morgantown	WV	26508	(304) 693-2886
Kevin Horn & Stephanie Curtin*	630 North Mildred Street	Ranson	WV	25438	304-418-4300
Matt Smith*		Spencer	WV	25276	
Logan Wojcik	1300 Market Street	Wheeling	WV	26003	(304) 885-0261
Brian Helling & Justin Kelly*		Casper	WY	82601	(307) 224-3200
Kimberly Cozad*		Cheyenne	WY		307-460-1968

EXHIBIT E-2

LIST OF FORMER FRANCHISEES

% indicates unit never opened
 # indicates unit was terminated after 12/31/2021
+ indicates franchise was transferred

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Chris Adwell%	182 Trafalgar Square	Birmingham	AL	35215	(256) 692-8922
Patrick Drake%	105 1st Ave SE, Suite F	Cullman	AL	35055	(256) 297-7825
Jennifer Griffin%		Cottonwood	AZ	86326	
Nichole Schaffer and Amber Svalstedt%		Glendale	AZ	85303	
Christine Brady+	1910 S Stapley Drive, Suite 241	Mesa	AZ	85204	(480) 660-5551
John Stodder+	2266 South Dobson Road, Suite 262	Mesa	AZ	85202	(480) 681-6685
Michael Nelson%		Phoenix	AZ	85032	
Eric Nelson	15338 Central Ave, Suite 112	Chino	CA	91710	949-629-4449
Brandon Truesdell#+	5444 Clayton Rd, Ste E	Concord	CA	94521	(925) 326-1303
Rony Butrus	1255 Avocado Avenue, Ste. 102	El Cajon	CA	92020	(619) 606-4422
Victor Estevez	6085 Douglas Boulevard Suite 400	Granite Bay	CA	95746	(916) 960-0255
Lisa S.%		Lakewood	CA		
Irina Beglaryan#+	2233 Honolulu Ave; Unit 204	Montrose	CA	91020	(818) 532-1846
Brock Cooper%		Oceanside	CA	92054	(949) 274-7374 x6
Phillip Powell	550 Seagaze Drive, L113	Oceanside	CA	92054	(760) 419-3414
Ignacio Grajeda%		Pasadena	CA	-	(626) 383-8420
Maria Montoya	473 E Carnegie Dr Suite 200	San Bernardino	CA	92408	(951) 571-3835
Earl Seitz+	16870 West Bernardo Drive Suite 400, Office 428	San Diego	CA	92127	(858) 926-7375
Frank & Lisette Figueredo%	3030 Old Ranch Parkway, Suite 420	Seal Beach	CA	90740	(954) 234-5400
Aaron Boles%		Tehachapi	CA	-	(661) 549-8887
Drew Potter	41593 Windchester Road, Suite 200	Temecula	CA	92590	(951) 672-8151
Amir Manzur%		Thousand Oaks	CA	91362	(805) 870-4501
Trent Bird+	23505 Crenshaw Blvd Suite 155	Torrance	CA	90505	(310) 367-7569
Brian Prentice%		Vacaville	CA	95688	(707) 999-8835

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Mike Miscione	26650 The Old Road	Valencia	CA	91355	(661) 522-0199
Elizabeth Miles	2945 Townsgate Rd Suite 200	Westlake Village	CA	91361	(805) 308-6384
Jake Dezell%		Castle Rock	CO	80104	(303) 688-5193
Drew O'Connell%		Centennial	CO	76034	
Rodney Frank	6970 S Holly Circle Suite 104 D	Centennial	CO	80112	(303) 572-0073
Tom Davis+	6270 Lehman Dr., Suite 262	Colorado Springs	CO	80918	(919) 745-7981
Anthony Quinto	1415 Park Avenue West	Denver	CO	80205	(720) 780-5755
John McPherson	9800 Mount Pyramid Ct, #400	Englewood	CO	80112	(303) 762-3522
Chet McHenry#+	1745 Shea Center Drive, 4th Fl,	Highlands Ranch	CO	80129	720.779.1577
Anita Martinez	1501 W Campus Drive, Suite E	Littleton	CO	80120	(303) 245-2169
Timothy Campbell%		Longmont	CO	80501	(720) 275-0146
Jim Kelly	10259 S. Parker Road, Suite 300	Parker	CO	80134	(303) 519-9556
Michael Jankovsky	12900 Stroh Ranch Place, Suite 200-I	Parker	CO	80134	(720) 673-9655
Jeff Brown%	1618 Bonforte Blvd Suite F	Pueblo	CO	81001	(719) 960-4988
Louis F.%		Dover	DE		
Parris Patten%		Dover	DE	19901	(302) 698-9272
Trent Turner%		Baldwin	FL	32234	(904) 408-9303
Lothaire Brant & David Carreras%		Bradenton	FL		
Rhett Everett%	600 Cleveland Street, Suite 300	Clearwater	FL	33755	(727) 739-8383
Alberto Jimenez%	10689 North Kendall Drive, Suite 315	Miami	FL	33176	(786) 201-4106
Danielle Drissi%		Naples	FL	-	(214) 973-0306
Chris Ferrill & Paul Massey#+	532 Virginia Drive	Orlando	FL	32803	(407) 347-2222
Grace White%		Palm Bay	FL	32909	(321) 652-8612
Brian O'Neil	4301 Spanish Trail Unit 2B	Pensacola	FL	32504	(850) 937-3131
Luke Schrimsher#+	2406 North 12th Avenue	Pensacola	FL	32503	(850) 786-2733
Bronya Raisley%		Sarasota	FL		(941) 400-4616
Victoria Ortiz	157 East New England Ave, Suite 202	Winter Park	FL	32789	(407) 287-5522
Matthew Griffin	351-B Dahlonega Street	Cumming	GA	30040	(770) 285-7833
Robert Conley	1715 Candler Road	Decatur	GA	30032	(404) 814-7313
Jack Haldeman+	50 Ford Way, Suite 102	Richmond Hill	GA	31324	(912) 662-8850

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Lee Sjoholm	1304 Bombay Lane	Roswell	GA	30076	(770) 822-9165
Mark Landtroop%	1350 Scenic Hwy, Suite 266	Snellville	GA	30052	(770) 248-8180
Christie Long	1201 Brampton Avenue	Statesboro	GA	30458	(912) 292-4516
Luke Howard+	115 Mill Street Suite B	Woodstock	GA	30188	(404) 445-8046
Ben Buenzow%		Urbandale	IA	50322	(515) 270-8870
Karla Rendall%		Urbandale	IA	50323	
John Huber+	1500 Northwest Blvd, Suite 200D	Coeur d'Alene	ID	83814	(208) 473-2229
Steven Junge%	-22 s 20th st	Belleville	IL	62226	(618) 628-2378
Vincent Holloway	477 N Bolingbrook Drive	Bolingbrook	IL	60440	(630) 312-8481
Britni Franklin	3501 East 106th, Suite 203	Chicago	IL	60617	(773) 576-1638
Joseph Valdivia%	5412 W Addison St	Chicago	IL	60641	(773) 202-9911
Tim Winters#+	10336 S Western Ave, Suite 9	Chicago	IL	60643	(773) 744-2879
Phil Rector	415 West Grant St.	Coulterville	IL	62237	(618) 208-6840
Gary Bonick%	145 Regal Drive	Crystal Lake	IL	60014	(815) 621-3375
Tom Thorsen	20635 Abbey Woods Ct. N Suite 303, Office 2	Frankfort	IL	60423	
Matthew Steuart%		Geneva	IL	-	(630) 806-9487
John McCartney+	2272 W. 95th Street, Suite 200	Naperville	IL	60564	630-836-8094
James Jaskoske%	385 E North Ave	Northlake	IL	60104	(630) 675-0103
Brian Saving	15255 South 94th Avenue, Suite 500	Orland Park	IL	60462	(708) 258-5452
Bryan Cummins	5600 N River Road Suite 420	Rosemont	IL	60018	(847) 757-0968
Jon Millikin	5600 North River Road, Suite 420	Rosemont	IL	60018	(312) 476-5554
Ernest Diaz	5250 Old Orchard Rd Suite 300	Skokie	IL	60077	(847) 908-7944
Tyler Payne%		Springfield	IL	-	(217) 825-6443
Joe Levato%	-	Wheeling	IL	60090	(847) 229-8301
Ian McIntyre%		Avon	IN	46123	(317) 699-2295
Bric Bradford%	-	Brazil	IN	47834	(812) 446-2521 x 3308
Matt Hileman%	219 W Main Street	Cambridge City	IN	47327	(765) 478-4611
Chris S.%		Indianapolis	IN		
Jeremiah Davis%		Newburgh	IN		(812) 305-2329
Brandon Oburn%	10330 Pleasant StSte 300	Noblesville	IN	46060	(317) 773-6900

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Ryan Chattin%		Vincennes	IN	47591	(812) 882-9691 x 3826
Matt K.%		West Lafayette	IN		
Steve Vredenburgh%		Zionsville	IN	46077	
Megan Brown	303 Cherokee St	Leavenworth	KS	66048	(913) 370-7500
R.K.%		Newton	KS		
Robert Thompson+	201 E. Loula Street, Ste 208	Olathe	KS	66061	(913) 286-5311
Will Young		Shawnee	KS	66214	
Ross Viner%	1603 North Chapel Hill Rd, Ste 100	Wichita	KS	67206	(316) 687-9100
John Wood%	12700 Townepark Way	Louisville	KY	40243	(859) 253-1626
Matthew Phillips	4505 North Mayo Trail	Pikeville	KY	41501	(606) 775-0455
Dallas O'Bryant	13011 West Highway 42, Suite L-06	Prospect	KY	40059	(502) 861-5887
Tyler Jeffrey%		Alexandria	LA	-	(727) 488-2400
Joshua Blaze Aldrich+	2223 Old Minden Rd, Building A, STE 2	Bossier City	LA	71112	(318) 239-4999
Bruce Cuccia%		Marrero	LA	70072	(504) 347-5555
James Washington%	-	New Orleans	LA	-	(504) 915-2147
Jeremiah Wilson%		Shreveport	LA	-	(318) 465-5337
Jay Iannini	5 Market Square Unit B5	Amesbury	MA	01913	(617) 665-7377
Norma Giolitti%		Cantonsville	MD	-	(425) 698-5121
Christopher Stillisano%	11223 York Road, Suite F1	Cockeysville	MD	21030	
Ryan Pope%	404 S Camp Meade Road Unit 105	Linthicum	MD	21090	(410) 859-8927
Edward Flynn%		Pasadena	MD	21122	(410) 533-1184
Adam Scott	844 Ritchie Hwy Suite 203	Severna Park	MD	21146	(410) 793-7518
Cary Constant+	179 Little Lake Drive	Ann Arbor	MI	48103	586-362-9514
David D.%		Ann Arbor	MI		
Mohammed Aoun	41000 Woodward Ave Ste 350 East	Bloomfield Hills	MI	48034	(313) 474-2599
Fatma Ismail%		Brighton	MI	48116	(810) 588-4028
Wesley G.%		Canton	MI		
Richard T.%		Dearborn	MI		
Mark St. Germain+	26111 W Fourteen Mile Rd, Suite 201D	Franklin	MI	48025	(248) 829-6550
Andrew Westra%		Grand Rapids	MI	49321	(843) 733-3565
Andy Miedema	800 Monroe Avenue Northwest, Suite 208	Grand Rapids	MI	49503	(616) 323-0068

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Matthew Brown+	1520 S Lapeer Rd Suite 208	Lake Orion	MI	48360	(248) 829-6208
Jared Berbas	2109 Hamilton Road Suite 210 B	Okemos	MI	48864	(810) 813-8607
K.A.%		Saginaw	MI		
Teri Megge	24400 Jefferson Ave Ste B	St Clair Shores	MI	48080	(586) 588-3200
Jim Krafft%		St Joseph	MI	-	
Todd H.%		Wyandotte	MI		
Jeff S.%		Chaska	MN		
Matthew Leavitt	5201 Eden Avenue, Suite 300	Edina	MN	55436	(612) 429-6711
Mathew Baum%		Little Falls	MN	-	(320) 360-0771
Carolina Ercole%		Maple Grove	MN	-	-
Andrew Shepherd%		Belton	MO	-	(913) 322-7785
LaShellya Stice%		Branson West	MO	-	-
Nicole Richardson	314 West Frank Street	Edgerton	MO	64444	(816) 890-9554
Dennis King%	26 Gravois Sta. Rd	House Springs	MO	-	(636) 671-1400
Alisha E.%		Kansas City	MO		
Connor Pickard+	7280 Northwest 87th Terrace, Ste 210	Kansas City	MO	64153	(816) 895-4409
Denton Thomas+	3544 S National Street	Springfield	MO	65804	(417) 366-0526
Greg Quillin	2059 East Pass Road, Suite 23	Gulfport	MS	39507	(228) 284-0262
Scott Heisler	1 Sycamore Rd, Suite G	Picayune	MS	39466	(601) 952-3555
Timothy Arceneaux%		Tylertown	MS	39667	
Ashley Flynn	389 South Ferguson Avenue	Bozeman	MT	59718	406-551-6849
Jim McNerney	811 Center Street	Apex	NC	27502	919) 891-9595
Alicia Strilka	363 Church St. N, Suite 250-V	Concord	NC	28025	(704) 469-4719
Chris Cardamone	555 South Mangum Street Suite 100	Durham	NC	27701	(919) 746-7399
Steven Isom	200 Valencia Dr., Suite 157	Jacksonville	NC	28546	(910) 684-5697
Donna Cureton-Edwards	1501 North Charlotte Highway, Suite A-138	Monroe	NC	28110	(704) 885-1719
Mark Son%		Mooresville	NC	-	(703) 798-1616
Carlos Paulino+	8380 Six Forks Road, Suite 201	Raleigh	NC	27615	(919) 904-1054
Jill Schade%		Raleigh	NC		(919) 454-6919
Nicole Hardt	4801 Glenwood Avenue, Suite 200	Raleigh	NC	27612	984-389-8389

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Vanessa Harris+	6477 NC 150, Suite B	Sherrills Ford	NC	28673	(704) 901-8242
Rich Bales%		Omaha	NE		
Jason Hojnowski+	1456B N Black Horse Pike	Blackwood	NJ	08012	(856) 281-3020
Jim Pastorini%	-	Brunswick	NJ	-	
Gil Gonzalez+	1 Main Street	Eatontown	NJ	07724	732) 440-8141
Allen Davis%		Galloway	NJ	8205	(609) 241-1503
Fabian Howe%		Neptune	NJ	-	(732) 333-3519
Patrick Garcis	116 Village Boulevard, Princeton Forrestal Village, Suite 200 Office 76	Princeton	NJ	08540	(609) 436-0488
Shawn Thompson%	150 North Stephanie Street Ste. 101	Henderson	NV	89074	(702) 805-2203
Adam Brown+	7485 West Azure Drive, Suite 225	Las Vegas	NV	89130	702) 747-4643
Jimmy Athanasopoulos	214-41/-45/42 Ave.	Bayside	NY	11361	(516) 320-0447
Betsy Castillo	247 Prospect Avenue Suite 4B	Brooklyn	NY	11215	(917) 995-6136
Dustin Holloway	1389 Hempstead Turnpike	Elmont	NY	11003	(718) 696-7281
Emanuel Smith#+	16114 Union Turnpike	Fresh Meadows	NY	11366	(347) 384-8446
Alicia Sanchez Ivanich+	400 Garden City Plaza Ste 438	Garden City	NY	11530	(646) 876-1113
Baldeep Chawla	185 Great Neck Rd Suite 318	Great Neck	NY	11021	(516) 204-6291
Andrew Russell%	417 Main Street	Islip	NY	11751	
Lauren Marx	420 N Broadway	Jericho	NY	11753	(516) 454-1115
Roger Chizever%	21 East Shore Rd	Manhasset	NY	11030	(516) 869-1089
Alex Fernandez	31 Merrick Avenue, Suite 230	Merrick	NY	11566	(516) 208-4463
Eddie Ricaurte	130 Fifth Ave	Pelham	NY	10803	(347) 535-5161
Gus Milonas+	32-31 57th St	Queens	NY	11377	
Rey Chavannes	23-14 Broadway	Queens	NY	11106	(929) 378-4888
Steve Panagioulakis%	-	Ridgewood	NY	-	(718) 726-4625
Rich Raspantini	215 Glen Cove Ave	Sea Cliff	NY	11579	(917) 716-9265
Jeff Knight	415 Glensprings Drive, Suite 301-D	Cincinnati	OH	45246	(513) 906-5606
James Hall%		Columbus	OH	43231	(614) 890-2222
Huma Destani	3108 Dixie Hwy	Hamilton	OH	45015	(513) 399-8447
John Heis%		Harrison	OH		(765) 647-4183 x 3287
Brian Sharp%		Madison	OH	44057	(440) 428-1900

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Chris Allen%		Reynoldsburg	OH	43068	(317) 565-3523
Matt Pauley%	4859 Security Dr	Springfield	OH	45503	(937) 399-7109
Michael Evans%		Toledo	OH	43604	(419) 283-1048
George Giannaris%		Urbana	OH	43078	(937) 652-3086
Jason Copass%		Lawton	OK	73505	(580) 355-6060
Justin Williams%		Oklahoma City	OK	-	(409) 692-3637
Ronnie Jones#+	10920 N. May Ave	Oklahoma City	OK	73120	(405) 666-8236
Andrea & Jess Kramer	10306 N 138th E Ave, Suite 103-7	Owasso	OK	74055	(918) 208-0588
Jay Zazzera+	1189 Lancaster Ave Suite 210	Berwyn	PA	19312	-
Christine Stazo	4260 Nazareth Pike	Bethlehem	PA	18020	(610) 295-7493
Nick Cargas+	530 N Lockwillow Ave	Harrisburg	PA	17112	(717) 481-3161
Sabina Zahirovic%		Harrisburg	PA		
Bill Thompson%		Indiana	PA	15701-2762	(724) 463-5333
Damon Troy%		Jamison	PA	18929	(215) 491-7100
Melissa Davis#+	610 Old York Road suite 400	Jenkintown	PA	19046	(215) 765-2686
John Nicolucci%		Lafayette Hill	PA	19444	
Jen Gonzalez & John Zunner%		Lancaster	PA	17601	
Karen and Ray Passieu%		McMurray	PA	15317	(724) 260-0188
Joe Calabretti%		Perkasie	PA	18944	
Fomba Siafa	1650 Market St Office 3668	Philadelphia	PA	19103	(267) 551-3944
Kevin Murray%		Philadelphia	PA	19114	(215) 331-3816
Ronald Brown+	547 Lincoln Ave, Suite 3	Pittsburgh	PA	15202	(412) 200-1219
Parveen and Rajendra Sekhawat%		Royersford	PA	19468	(610) 427-5018
Mike Williamson%		Washington	PA	15301	(724) 292-8066
Steve Breinlinger	301 Oxford Valley Road, Suite 1602A	Yardley	PA	19067	(267) 710-5199
Carlo White	3182 North Main Street	Anderson	SC	29621	(864) 686-5033
Rob Wynne%		Beaufort	SC	29907	(843) 310-0098
David Jachelski%		Charleston	SC	29414	
Kelli Lozano	6136 Bush River Rd Suite 13	Columbia	SC	29212	(803) 622-8503
David Peterson+	89 Old Trolley Road	Summerville	SC	29485	(843) 437-6621
Dorothy Conway%		Memphis	TN	38125	(901) 471-8801

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Benjamin Armstrong & Axel Burgos	632 Fogg Street Suite 11	Nashville	TN	37203	(615) 724-0057
Patrick Nolin%		Anna	TX	75409	(281) 610-7936
Herman Askew	13201 Pond Springs Road, Suite 105B	Austin	TX	78729	(512) 250-5533
Margie Burciaga+	1250 South Capital of Texas Highway	Austin	TX	78745	(512) 793-7331
Jordan Wegner%		Cedar Park	TX	78613	(512) 259-2535
Zoltan Papp#+	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(972) 379-2505
Dionne Dumas and Kendall Pearson	325 N. St. Paul St. Suite 3100	Dallas	TX	75201	(214) 789-4777
Sal Drissi	8330 Lyndon B. Johnson Fwy, Suite B723	Dallas	TX	75243	(214) 447-0144
Taylor Chomiski	1444 N. Cockrell Hill Road, Suite 101	Dallas	TX	75211	(806) 570-1207
Greg Losack%		East Bernard	TX	-	
Gilbert Martinez	10105 Montwood Drive, Suite D	El Paso	TX	79925	(915) 600-7977
Cen-sure+	6300 Ridgelea Place, Ste. 603	Fort Worth	TX	76116	(817) 938-2101
Geoff Sterner+	6300 Ridglea Place, Ste. 123	Fort Worth	TX	76116	(817) 778-8988
Jonathan Darias%	-	Frisco	TX	-	(972) 989-8883
Patrick Grouss%		Frisco	TX	75035	(972) 424-7610
Andrew Fuller	12777 Jones Road, Ste. 300	Houston	TX	77070	(713) 836-1034
Ashley Olivares & Ana Mata	1300 Bay Area Blvd Suite B150-22	Houston	TX	77058	(281) 949-8998
Chris Noveri%		Houston	TX	77084	(713) 460-9400
John Murski	16225 Park Ten Place, Ste. 500	Houston	TX	77084	(281) 610-7187
Patrick Bailey	4201 Cypress Creek Parkway, Suite 221	Houston	TX	77068	(832) 553-6252
Stephen & Carter Buttram%	5023 Washington Ave, Suite 201	Houston	TX	77007	(832) 919-8370
Duncan Clarke+	8530 FM1960 Rd East, Suite 104	Humble	TX	77346	(832) 341-5555
Jose Rivera%		Irving	TX	75038	(469) 250-2030
Ebony Leapheart%		Katy	TX	77494	(832) 962-4831
Nathan Lakota%		Keller	TX	TBD	(817) 715-1291
Mike Fox%	5910 130th st #101	Lubbock	TX	79424	(806) 701-5234
Andrew Harpole	5900 South Lake Forest Drive, Suite 340	McKinney	TX	75070	(972) 777-4055
Clay McSpadden%		Prosper	TX	75078	(432) 312-9106

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
John Wilson+	2305 Ridge Road, Suite 207	Rockwall	TX	75087	(469) 223-1175
Mark Cunningham%		Rowlett	TX	75088	(972) 475-2293
Jose Romero%	17890 Blanco Road	San Antonio	TX	78232	(210) 385-7394
Ian Gerrard+	719 Sawdust Road, Suite 110C	Spring	TX	77380	(281) 825-3755
Eric Arredondo%		Sugar Land	TX	77479	(832) 500-5907
Scott Wong+	4565 Highway 6, Suite A	Sugar Land	TX	77478	(281) 313-8999
Heath Lambeth%		Wichita Falls	TX	76305	(940) 574-4534
Eva Scott%		Charlottesville	VA		
Thomas Piper%		King George	VA	22485	(571) 970-7581
Drew David	312f East Market Street	Leesburg	VA	20176	(703) 436-9944
Chad Hunter+	1765 Greensboro Station Place, Suite 900	McLean	VA	22102	(573) 268-3693
Mary Thomas	130 Scruggs Rd Suite 205	Moneta	VA	24121	(540) 595-6998
Christopher Davis%		Richmond	VA		
Myrlino Hufana+	2018 156th Ave NE, Bldg F, Suite 100	Bellevue	WA	98007	(425) 329-3889
Bryan Vander Hoek%	1616 32nd St. Ste 14	Everett	WA	98201	(425) 374-8392
Adam Morris%	3745 Douglas Avenue	Racine	WI	53402	(262) 894-6045

EXHIBIT F-1

FINANCIAL STATEMENTS

Audited consolidated financial statements of GSHD and subsidiaries as of December 31, 2021 and 2020 and for the three years in the period ended December 31, 2021.

Exhibit F-1. Financial statements and supplementary data

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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, 2021 and 2020, the related consolidated statements of operations, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2021, 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, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

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 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. 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.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Commissions and Agency Fees and Franchise Revenues – New and Renewal Commissions and New and Renewal Royalty Fees — Refer to Note 3 to the financial statements

Critical Audit Matter Description

Commissions revenue consists of commissions earned from insurance carriers for services performed on behalf of the insured in the placement of insurance policies both for the initial placement of the policies and the subsequent renewals of those policies. Commissions revenue is recorded at a point in time on the effective date of the policy. Franchise revenues consist of royalty fees earned by the Company for providing initial training, onboarding, ongoing support and use of the Company’s business operations over the period of the franchise agreement based on a percentage of commissions earned by franchisees from insurance carriers. Royalty fees revenue is recognized over time under the sales- and usage-based exception on the effective date of policies placed by franchisees. The Company estimates the amount of commissions and royalty fees revenue to recognize on the effective date a policy is placed into service based on estimates of premiums placed, policy changes, and cancellations, net of a constraint. Management adjusts its estimates of revenue recognized for commissions and royalty fees based on cash collections during the terms of the policies. For the year ended December 31, 2021, commissions and agency fees was $82.7 million, of which $61.2 million relates to new and renewal commissions. For the year ended December 31, 2021, franchise revenue was $67.5 million, of which $61.0 million relates to new and renewal royalty fees.

We identified commissions and royalty fees revenue as a critical audit matter because of the judgments necessary for management to estimate policy changes and cancellations and for management to estimate constraints for

renewal commissions and renewal royalty fees. This required extensive audit effort due to the volume of commissions contracts and required a high degree of auditor judgment when performing audit procedures to audit management's estimates of policy changes, policy cancellations, and constraints and evaluating the results of those procedures.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to management's estimates of premiums placed, policy changes, policy cancellations, and constraints and adjustments to its estimates based on cash collections used to recognize revenue for commissions and royalty fees revenue included the following, among others:

- We tested the operating effectiveness of controls over commissions and royalty fees revenue, including management's controls over the adjustments to its estimates of policy changes, policy cancellations, and constraints based on cash collections.
- We evaluated management's revenue estimates for commissions and royalty fees revenue made at year end based on cash collections during the terms of the policies by performing the following:
    - Compared the adjustments of revenue based on cash collections used by management to historical cash collection rates for portfolios of policies with the same remaining policy term.
    - Tested the accuracy and completeness of historical cash collection data used in the calculation of historical cash collection rates.
- We evaluated management's estimate of the constraints applied to renewal commissions and renewal royalty fees revenue by comparing the constraints to historical adjustments of commissions and royalty fees revenue.
- We evaluated whether publicly available information contradicted management's assumptions.

/s/ Deloitte & Touche LLP

Dallas, Texas
February 25, 2022

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

Goosehead Insurance, Inc.
Consolidated statements of operations

(In thousands, except per share amounts)

	Year Ended December 31,		
	2021	**2020**	**2019**
Revenues:			
Commissions and agency fees	$ 82,651	$ 71,811	$ 46,366
Franchise revenues	67,508	44,390	30,503
Interest income	1,153	813	617
Total revenues	151,312	117,014	77,486
Operating Expenses:			
Employee compensation and benefits	93,038	66,819	41,715
General and administrative expenses	41,729	25,532	19,042
Bad debts	2,999	1,576	725
Depreciation and amortization	4,873	3,147	1,931
Total operating expenses	142,639	97,074	63,413
Income from operations	8,673	19,940	14,073
Other Income:			
Other income	185	90	—
Interest expense	(2,854)	(2,310)	(2,387)
Income before taxes	6,004	17,720	11,686
Tax expense (benefit)	(2,292)	(1,035)	1,304
Net Income	8,296	18,755	10,382
Less: net income attributable to non-controlling interests	2,893	9,468	6,815
Net Income attributable to Goosehead Insurance Inc.	$ 5,403	$ 9,287	$ 3,567
Earnings per share:			
Basic	$ 0.28	$ 0.55	$ 0.24
Diluted	$ 0.26	$ 0.51	$ 0.22
Weighted average shares of Class A common stock outstanding			
Basic	19,181	16,785	14,864
Diluted	20,813	18,383	16,100

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated balance sheets

(In thousands, except share and par value amounts)

	December 31, 2021	December 31, 2020
Assets		
Current Assets:		
Cash and cash equivalents	$ 28,526	$ 24,913
Restricted cash	1,953	1,323
Commissions and agency fees receivable, net	12,056	18,604
Receivable from franchisees, net	493	2,100
Prepaid expenses	4,785	3,705
Total current assets	47,813	50,645
Receivable from franchisees, net of current portion	29,180	18,179
Property and equipment, net of accumulated depreciation	24,933	16,650
Right-of use asset	32,656	22,513
Intangible assets, net of accumulated amortization	2,798	549
Deferred income taxes, net	125,676	73,363
Other assets	4,742	3,938
Total assets	$ 267,798	$ 185,837
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable and accrued expenses	$ 10,502	$ 8,101
Premiums payable	1,953	1,323
Lease liability	4,893	3,203
Contract liabilities	6,054	4,233
Note payable	4,375	3,500
Total current liabilities	27,777	20,360
Lease liability, net of current portion	47,335	32,933
Note payable, net of current portion	118,361	79,408
Contract liabilities, net of current portion	42,554	29,968
Liabilities under tax receivable agreement, net of current portion	100,959	61,572
Total liabilities	336,986	224,241
Commitments and contingencies (see notes 9, 15, and 17)		
Class A common stock, $0.01 par value per share 300,000,000 shares authorized, 20,198,005 shares issued and outstanding as of December 31, 2021, 18,303,649 issued and outstanding as of December 31, 2020	200	183
Class B common stock, $0.01 par value per share - 50,000,000 shares authorized, 16,909,343 issued and outstanding as of December 31, 2021, 18,446,689 issued and outstanding as of December 31, 2020	170	184
Additional paid in capital	46,281	29,371
Accumulated deficit	(60,671)	(34,614)
Total stockholders' equity and members' deficit	(14,020)	(4,876)
Non-controlling interests	(55,168)	(33,528)
Total equity	(69,188)	(38,404)
Total liabilities and equity	$ 267,798	$ 185,837

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated statement of stockholders' equity

(In thousands)

	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	—	—	—	—	—	(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)

	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, 2020	15,238	21,055	152	210	14,442	(23,811)	(9,007)	(22,000)	(31,007)
Distributions	—	—	—	—	—	—	—	(2,697)	(2,697)
Dividends declared	—	—	—	—	—	(19,895)	(19,895)	(22,105)	(42,000)
Net income	—	—	—	—	—	9,287	9,287	9,468	18,755
Exercise of stock options	450	—	5	—	4,493	—	4,498	—	4,498
Equity-based compensation	—	—	—	—	4,745	—	4,745	—	4,745
Activity under employee stock purchase plan	8	—	—	—	542	—	542	—	542
Redemption of LLC Units	2,608	(2,608)	26	(26)	(3,525)	—	(3,525)	3,525	—
Deferred tax adjustments related to Tax Receivable Agreement	—	—	—	—	8,674	—	8,674	86	8,760
Reallocation of Non-controlling interest	—	—	—	—	—	(195)	(195)	195	—
Balance December 31, 2020	18,304	18,447	183	184	29,371	(34,614)	(4,876)	(33,528)	(38,404)

	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, 2021	18,304	18,447	183	184	29,371	(34,614)	(4,876)	(33,528)	(38,404)
Dividends declared	—	—	—	—	—	(31,657)	(31,657)	(28,343)	(60,000)
Net income	—	—	—	—	—	5,403	5,403	2,893	8,296
Exercise of stock options	349	—	3	—	3,792	—	3,795	—	3,795
Equity-based compensation	—	—	—	—	7,292	—	7,292	—	7,292
Activity under employee stock purchase plan	7	—	—	—	796	—	796	—	796
Redemption of LLC Units	1,538	(1,538)	14	(14)	(3,728)	—	(3,728)	3,728	—
Deferred tax adjustments related to Tax Receivable Agreement	—	—	—	—	8,758	—	8,758	279	9,037
Reallocation of Non-controlling interest	—	—	—	—	—	197	197	(197)	—
Balance December 31, 2021	20,198	16,909	200	170	46,281	(60,671)	(14,020)	(55,168)	(69,188)

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated statements of cash flows

(In thousands)

	Year Ended December 31,		
	2021	2020	2019
Cash flows from operating activities:			
Net income	$ 8,296	$ 18,755	$ 10,382
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	5,117	3,570	2,145
Bad debt expense	2,999	1,576	725
Equity based compensation	7,292	4,745	1,526
Impact of tax receivable agreement	40,759	48,760	11,676
Deferred income taxes	(43,277)	(49,066)	(11,382)
Noncash lease expense	5,949	13,623	—
Changes in operating assets and liabilities:			
Receivable from franchisees	(10,599)	(7,085)	(5,161)
Commissions and agency fees receivable	4,722	(12,909)	2,474
Prepaid expenses	(1,080)	(1,718)	(877)
Other assets	(805)	(2,581)	(346)
Accounts payable and accrued expenses	2,956	2,541	913
Deferred rent	—	(7,365)	2,389
Contract liabilities	14,407	11,406	6,281
Premiums payable	629	400	547
Unearned revenue	—	—	(51)
Payments pursuant to the tax receivable agreement	(1,921)	(9)	—
Net cash provided by operating activities	35,444	24,643	21,241
Cash flows from investing activities:			
Proceeds from notes receivable	32	35	19
Purchase of software	(2,669)	(393)	(403)
Purchase of property and equipment	(12,738)	(9,975)	(3,694)
Net cash used for investing activities	(15,375)	(10,333)	(4,078)
Cash flows from financing activities:			
Debt issuance cost	(666)	(677)	—
Repayment of note payable	(4,369)	(27,821)	(2,500)
Proceeds from notes payable	44,619	64,821	—
Proceeds from the issuance of Class A common stock	4,590	5,040	325
Member distributions and dividends to stockholders	(60,000)	(44,697)	(18,739)
Net cash used for financing activities	(15,826)	(3,334)	(20,914)
Net increase (decrease) in cash and cash equivalents, and restricted cash	4,243	10,976	(3,751)
Cash and cash equivalents, and restricted cash, beginning of period	26,236	15,260	19,011
Cash and cash equivalents, and restricted cash, end of period	$ 30,479	$ 26,236	$ 15,260
Supplemental disclosure of cash flow data:			
Cash paid during the year for interest	$ 2,351	$ 1,887	$ 2,173
Cash paid for income taxes	272	270	1,175

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 fifteen corporate-owned locations in operation at December 31, 2021, nine at December 31 2020, and seven at 2019.

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, 2021, 2020, and 2019, the Company onboarded 405, 337, and 247 franchise locations, respectively and had 1,198, 891, and 614 operating franchise locations as of December 31, 2021, 2020 and 2019 respectively. No franchises were purchased by the Company during the years ended December 31, 2021, 2020, and 2019.

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.

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. Basis of presentation and significant accounting policies

Basis of Presentation

The accompanying audited consolidated financial statements of GSHD and our subsidiaries are presented in accordance with the rules and regulations of the SEC for annual reports on Form 10-K and are prepared in accordance with U.S. GAAP. All intercompany accounts and transactions have been eliminated in consolidation.

Impact of the coronavirus ("COVID-19") pandemic

To date, the pandemic has not increased our costs of or access to capital under our term note and revolving credit facility, and we do not believe it is reasonably likely to do so in the future. In addition, we do not believe that the pandemic will affect our ongoing ability to meet the covenants in our debt instruments, including under our term note and revolving credit facility. To date, the pandemic has not impacted the collectability of receivables or adversely affected our ability to generate new business, add new franchises, or retain existing franchises or policies.Changes in consumer behavior linked to the COVID-19 pandemic may have contributed to reduced loss ratios through the twelve months ended December 31, 2020, increasing the amount of revenue from Contingent Commissions the Company received. Due to the nature of our business, the effect of the COVID-19 pandemic may not be fully reflected in our results of operations until future periods.

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 $2.0 million and $1.3 million as of December 31, 2021 and 2020, 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, 2021, 2020, and 2019 (in thousands):

	December 31, 2021		
	2021	**2020**	**2019**
Cash and cash equivalents	$ 28,526	$ 24,913	$ 14,337
Restricted cash	1,953	1,323	923
Cash and cash equivalents, and restricted cash	$ 30,479	$ 26,236	$ 15,260

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 2021, the Company wrote with over 145 insurance carriers, of which 53 provided national coverage. In 2021, two carriers represented more than 10% of total revenue at 17% and 11%. In 2020, three carriers represented more than 10% of total revenue at 20%, 13%, and 12%. In 2019, two carriers represented more than 10% of total revenue at 16% and 10%.

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 effective interest rate method over the life of the payment plan. The amount of interest recorded in 2021, 2020, and 2019 related to franchise fees on a payment plan was $1.1 million, $0.8 million, and $0.6 million, 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.

Revenue recognition

The adoption of ASC 606 on January 1, 2019 has increased the significance of judgments and estimates management must make to apply the guidance. In particular, judgments related to the amount of variable revenue consideration to ultimately be received on commission revenue, royalty fees, and contingent commissions, which were previously recognized when the Company received notification from the insurance carrier, now require

significant judgments and estimates. The Company adjusts its estimates of revenue recognized for commissions and royalty fees based on cash collections during the terms of the policies.

Under the new standard, certain costs to obtain or fulfill a contract that were previously expensed as incurred have been capitalized. The Company capitalizes the incremental costs to obtain contracts primarily related to commission payments. These deferred costs are amortized over the expected life of the underlying franchise fee, and are included in Other assets in the Company's consolidated balance sheet as of December 31, 2021.

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.

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.

Lease Accounting

The primary leased asset class of the Company is real estate. For leases with an original term longer than one year, lease liabilities are initially recognized on the lease commencement date based on the present value of the future minimum lease payments over the lease term, including non-lease components such as fixed common area maintenance costs and other fixed costs for generally all leases. A corresponding right of use ("ROU") asset is initially recognized equal to the lease liability adjusted for any lease prepayments, initial direct costs and lease incentives and amortized into rent expense, which is mapped to general and administrative expenses in the consolidated statements of operations.

The discount rates used in determining the present value of leases represent our collateralized borrowing rate considering each lease's term. The lease term includes options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Certain leases have renewal options that can be exercised at the discretion of the Company. Rent expense is generally recognized on a straight-line basis over the lease term and included in General and administrative expenses in the Consolidated Statement of Operations. See Note 15 for further information.

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. In 2019, deferred rent was record as a liability and amortized over the lease term as a reduction to rent expense. In 2020, upon the adoption of ASC 842, the entire cumulative deferred rent balance under ASC 840 was treated as an adjustment to the ROU balance.

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, 2021, 2020, and 2019 was $1.3 million, $0.9 million, and $0.8 million.

Recently adopted accounting pronouncements

Simplifying the Accounting for Income Taxes (ASU 2019-12): In 2019, the Financial Accounting Standards Board issued ASU 2019-12 to simplify the accounting for income taxes. The guidance primarily addresses how to (1) recognize a deferred tax liability after we transition to or from the equity method of accounting, (2) evaluate if a step-up in the tax basis of goodwill is related to a business combination or is a separate transaction, (3) recognize all of the effects of a change in tax law in the period of enactment, including adjusting the estimated annual tax rate, and (4) include the amount of tax based on income in the income tax provision and any incremental amount as a tax not based on income for hybrid tax regimes. We adopted the guidance in the first quarter of 2021. The adoption did not have a material impact on our consolidated financial statements or related disclosures.

Reference Rate Reform (ASU 2020-04): In March 2020, the Financial Accounting Standards Board issued ASU 2020-04. Facilitation of the Effects of Reference Rate Reform on Financial Reporting, which provides optional expedients and exceptions for applying U.S. GAAP if certain criteria are met to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued. ASU 2020-04 is effective as of March 12, 2020 through December 31, 2022. A substantial portion of our indebtedness bears interest at variable interest rates, primarily based on USD-LIBOR. The adoption of ASU 2020-04 did not have a material impact on our consolidated financial statements. The standard will ease, if warranted, the administrative requirements for accounting for the future effects of the rate reform. Our debt agreement contains a provision to move to the Secured Overnight Financing Rate ("SOFR") if or when LIBOR is phased out.

Leases (ASU 2016-02): ASU 2016-02 amended the existing accounting standards for lease accounting, including requiring lessees to recognize most leases on their balance sheets and making targeted changes to lessor accounting. The new guidance also required additional disclosures about leases. The Company adopted the requirements of the new standard as of the first day of 2020 using the modified retrospective approach, without restating comparative periods. As part of our adoption, we elected the package of practical expedients, as well as the hindsight practical expedient, permitted under the new guidance, which, among other things, allowed the Company to continue utilizing historical classification of leases. For those leases that fall under the definition of a short-term lease, the Company elected the short-term lease recognition exemption. The adoption of the new standard resulted in the recording of a right-of-use asset of $11.2 million and lease liabilities of $18.5 million, and had no impact on retained earnings as of the beginning of 2020. The standard did not materially impact our Consolidated Statements of Operations and had no impact on cash flows.

Credit Losses (ASU 2016-13):Under the new guidance an entity is required to measure all credit losses on certain financial instruments, including trade receivables and various off-balance sheet credit exposures, using an expected credit loss model. This model incorporates past experience, current conditions and reasonable and supportable forecasts affecting collectability of these instruments. The Company adopted the requirements of the new standard as of the first day of 2020, however, the adoption of the amendment did not have a material effect on our consolidated financial statements or on our disclosures.

3. Revenues

Commissions and agency 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 transaction price is set as the estimated commissions to be received over the term of the policy based on an estimate of premiums placed, policy changes and cancellations, net of a constraint.

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.

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.

Contingent commission revenue is generated from contracts between the Company and insurance carriers, for which the Company is compensated for certain growth, profitability, or 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, net of constraint, as the underlying policies are placed.

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.

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 based on an estimate of premiums placed by the franchisee, policy changes, and cancellations, net of a constraint. Revenue from Royalty Fees is recognized over time as the placement of the underlying policies occur.

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. The balance of cost to obtain is included with Other assets on the Consolidated Balance Sheets.

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 tables disaggregates revenue by segment and source *(in thousands)*:

Year Ended December 31, 2021	Franchise Channel	Corporate Channel	Total
Type of revenue stream:			
Commissions and agency fees			
Renewal Commissions	$ —	$ 39,111	$ 39,111
New Business Commissions	—	22,108	22,108
Agency Fees	—	11,506	11,506
Contingent Commissions	7,378	2,548	9,926
Franchise revenues			
Renewal Royalty Fees	46,079	—	46,079
New Business Royalty Fees	14,616	—	14,616
Initial Franchise Fees	6,516	—	6,516
Other Franchise Revenues	297	—	297
Interest Income	1,153	—	1,153
Total Revenues	$ 76,039	$ 75,273	$ 151,312
Timing of revenue recognition:			
Transferred at a point in time	$ —	$ 72,725	$ 72,725
Transferred over time	76,039	2,548	78,587
Total Revenues	$ 76,039	$ 75,273	$ 151,312

Year Ended December 31, 2020:	Franchise Channel	Corporate Channel	Total
Type of revenue stream:			
Commissions and agency fees			
Renewal Commissions	$ —	$ 28,891	$ 28,891
New Business Commissions	—	17,324	17,324
Agency Fees	—	8,921	8,921
Contingent Commissions	10,754	5,921	16,675
Franchise revenues			—
Renewal Royalty Fees	29,309	—	29,309
New Business Royalty Fees	10,623	—	10,623
Initial Franchise Fees	4,236	—	4,236
Other Franchise Revenues	222	—	222
Interest Income	813	—	813
Total Revenues	$ 55,957	$ 61,057	$ 117,014
Timing of revenue recognition:			
Transferred at a point in time	$ —	$ 55,136	$ 55,136
Transferred over time	55,957	5,921	61,878
Total Revenues	$ 55,957	$ 61,057	$ 117,014

Contract Balances

The following table provides information about receivables, cost to obtain, and contract liabilities from contracts with customers *(in thousands)*:

	December 31, 2021	December 31, 2020	Increase/(decrease)
Cost to obtain franchise contracts[1]	$ 1,973	$ 1,412	$ 561
Commissions and agency fees receivable, net[2]	12,056	18,604	(6,548)
Receivable from franchisees, net[2]	29,673	20,279	9,394
Contract liabilities[2][3]	48,608	34,201	14,407

(1) Cost to obtain franchise contracts is included in Other assets on the consolidated balance sheets.
(2) Includes both the current and long term portion of this balance.
(3) Initial Franchise Fees to be recognized over the life of the contract

Significant changes in contract liabilities are as follows *(in thousands)*:

	December 31, 2021	December 31, 2020
Contract liability at beginning of period	$ 34,201	$ 22,795
Revenue recognized during the period	(6,516)	(4,236)
New deferrals[1]	20,923	15,642
Contract liability at end of period	$ 48,608	$ 34,201

(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:	
2022	$ 6,054
2023	5,969
2024	5,904
2025	5,767
2026	5,629
Thereafter	19,285
	$ 48,608

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	
	2021	**2020**
Franchise fees receivable	$ 40,171	$ 25,757
Less: Unamortized discount	(9,518)	(6,553)
Less: Allowance for uncollectible franchise fees	(303)	(149)
Total franchise fees receivable	$ 30,350	$ 19,055

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

Allowance for Uncollectible Franchise Fees:	
Balance at December 31, 2019	$ 52
Charges to bad debts	387
Write offs	(290)
Balance at December 31, 2020	149
Charges to bad debts	1,173
Write offs	(1,019)
Balance at December 31, 2021	$ 303

5. Allowance for uncollectible agency fees

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

Allowance for Uncollectible Agency Fees:	
Balance at December 31, 2019	$ 178
Charges to bad debts	1,189
Write offs	(899)
Balance at December 31, 2020	$ 468
Charges to bad debts	1,826
Write offs	(1,805)
Balance at December 31, 2021	$ 489

6. Property and equipment

Property and equipment consisted of the following at *(in thousands)*:

	December 31,	
	2021	2020
Furniture & fixtures	$ 7,283	$ 4,404
Computer equipment	3,369	2,453
Network equipment	514	352
Phone system	937	937
Leasehold improvements	25,115	16,534
Total	37,218	24,680
Less accumulated depreciation	(12,285)	(8,030)
Property and equipment, net	$ 24,933	$ 16,650

Depreciation expense was $4.5 million, $2.9 million, and $1.7 million for the years ended December 31, 2021, 2020, and 2019, respectively.

7. Intangible assets

Intangible assets consisted of the following *(in thousands)*:

	December 31,		Weighted average amortization period (years)
	2021	2020	
Computer software & web domain	$ 4,168	$ 1,473	3.01
Less accumulated amortization	(1,370)	(924)	
Intangible assets, net	$ 2,798	$ 549	

Amortization expense was $0.4 million, $0.3 million, and $0.2 million for the years ended December 31, 2021, 2020, and 2019, respectively.

Expected amortization over the next five years is as follows:

	Amount
Year Ending December 31,	
2022	$ 577
2023	969
2024	739
2025	512
2026 and thereafter	1
Total	$ 2,798

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 $1.0 million, $0.8 million, and $0.6 million for the years ended December 31, 2021, 2020, and 2019.

9. Debt

On July 21, 2021, the Company refinanced its $25.0 million revolving credit facility and $80.0 million term note payable to a $50.0 million revolving credit facility and $100.0 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 $25.0 million.

The $50.0 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 December 31, 2021, the Company had $25.0 million drawn against the revolver. At December 31, 2021, the Company had a letter of credit of $167 thousand applied against the maximum borrowing availability, thus amounts available to draw totaled $24.8 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 $0.4 million, $0.1 million, and $0.5 million for the years ended December 31, 2021, 2020, and 2019, respectively.

The $100.0 million term note accrues interest 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, 2021, the Company was in the greater than 3.50x leverage ratio tranche, accruing interest of LIBOR plus 2.50%. The aggregate principal amount of the term note as of December 31, 2021 is $98.8 million, payable in quarterly installments of $0.6 million for the first twelve months, $1.3 million for the next twelve months, $1.9 million for the next twelve months, and $2.5 million for the last twelve months, with a balloon payment on June 21, 2026.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 five calendar years as of December 31, 2021 are as follows *(in thousands)*:

		Amount
2022	$	4,375
2023		6,875
2024		9,375
2025		10,000
2026		68,125
Total	$	98,750

The $25.0 million drawn against the revolver is coterminous with the term loan and is due in full on June 21, 2026.

Loan origination fees of $1.0 million at December 31, 2021 are reflected as a reduction to the note balance and are amortized through 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, 2021, the Company was in compliance with these covenants.

Because of both instruments’ origination date and variable interest rate, the note payable balance at December 31, 2021 and December 31, 2020, 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. 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		
	2021	**2020**	**2019**
Current income taxes			
Federal	$ —	$ (1,719)	$ 735
State and local	226	373	283
Total current income taxes	226	(1,346)	1,018
Deferred income taxes			
Federal	(4,316)	217	260
State and local	1,798	94	26
Total deferred income taxes	(2,518)	311	286
Income tax expense (benefit)	$ (2,292)	$ (1,035)	$ 1,304

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		
	2021	2020	2019
Income before taxes	$ 6,004	$ 17,720	$ 11,686
Income taxes at U.S. federal statutory rate	1,261	3,720	2,454
Tax on income not subject to entity level federal income tax	(617)	(2,264)	(1,453)
Permanent Differences:			
Non-deductible stock compensation costs	(4,530)	(3,004)	—
Non-deductible employee moving expenses	6	1	—
Meals & Entertainment	25	47	61
State income tax, net of federal benefit	1,553	524	236
Other Reconciling items:			
Other	10	(59)	6
Income tax expense (benefit)	$ (2,292)	$ (1,035)	$ 1,304

Deferred tax assets and liabilities

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

	December 31, 2021	December 31, 2020
Net operating loss carryforwards	$ 8,929	$ 703
Investment in flow-through entity	116,747	72,660
Net deferred tax asset	$ 125,676	$ 73,363

GSHD has income tax net operating loss carryforwards for federal and state purposes of $40.2 million and $5.5 million (post apportionment pre-tax), respectively. The federal net operating loss carryforwards are carried forward indefinitely and the state net operating loss carryforwards begin to expire in 2041.

Uncertain tax positions

GSHD has determined there are no material uncertain tax positions as of December 31, 2021.

Tax Receivable Agreement

GF has made 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. Prior redemptions and exchanges have resulted, and future 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. These tax basis adjustments have reduced the amount of tax we are required to pay, and 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, 2021, 2020 and 2019, an aggregate of 1.5 million, 2.6 million and 1.4 million 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 1.5 million, 2.6 million and 1.4 million 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, 2021 and 2020, the total amount of TRA Payments due to the Pre-IPO LLC Members under the Tax Receivable Agreement was $101.0 million and $62.1 million, respectively, of which $0.0 million and $0.5 million, respectively, was current and included in Accounts payables and accrued expenses on the Consolidated Balance Sheet.

11. Stockholder's equity

Class A Common Stock

GSHD has a total of 20,198 thousand and 18,304 thousand shares of its Class A common stock outstanding at December 31, 2021 and 2020, 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 16,909 thousand and 18,447 thousand shares of its Class B common stock outstanding at December 31, 2021 and 2020, 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.

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 year ended December 31, 2021, 2020, and 2019, divided by the basic weighted average number of Class A common stock as of December 31, 2021 and 2020 *(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 *(in thousands)*:

	Year Ended December 31,		
	2021	2020	2019
Numerator:			
Income (loss) before taxes	$ 6,004	$ 17,720	$ 11,686
Less: income (loss) before taxes attributable to non-controlling interests	2,893	9,468	6,956
Income (loss) before taxes attributable to GSHD	3,111	8,252	4,730
Less: income tax expense attributable to GSHD	(2,292)	(1,035)	1,163
Net income (loss) attributable to GSHD	$ 5,403	$ 9,287	$ 3,567
Denominator:			
Weighted average shares of Class A common stock outstanding - basic	19,181	16,785	14,864
Effect of dilutive securities:			
Stock options	1,632	1,598	1,236
Weighted average shares of Class A common stock outstanding - diluted	20,813	18,383	16,100
Earnings per share of Class A common stock - basic	$ 0.28	$ 0.55	$ 0.24
Earnings per share of Class A common stock - diluted	$ 0.26	$ 0.51	$ 0.22

12. 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 year ended December 31, 2021, GF made no distributions. For the year ended December 31, 2020, GF made distributions of $4.8 million, of which $2.7 million were made to Pre-IPO LLC Members. The remaining $2.2 million were made to GSHD and were 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 2021 and 2020, an aggregate of 1.5 million and 2.6 million LLC Units, respectively, were redeemed by the non-controlling interest holders. Pursuant to the GF LLC Agreement, we issued 1.5 million and 2.6 million shares of Class A common stock in connection with these redemptions and received 1.5 million and 2.6 million LLC Interests, increasing our ownership interest in GF LLC. Simultaneously, and in connection with these redemptions, 1.5 million and 2.6 million shares of Class B common stock were surrendered and canceled.

The following table summarizes the ownership interest in GF as of December 31, 2021 and 2020 (in thousands).

	December 31, 2021		December 31, 2020	
	LLC Units	Ownership %	LLC Units	Ownership %
Number of LLC Units held by GSHD	20,198	54.4%	18,304	49.8%
Number of LLC Units held by non-controlling interest holders	16,909	45.6%	18,447	50.2%
Number of LLC Units outstanding	37,107	100.0%	36,751	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, 2021 and 2020 was 48.0% and 54.0%, 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, 2021, 2020, and 2019 is as follows *(in thousands)*:

	Year Ended December 31,		
	2021	2020	2019
Net Income attributable to Goosehead Insurance Inc.	$ 5,403	$ 9,287	$ 3,567
Transfers (to) from non-controlling interests:			
Decrease in additional paid-in capital as a result of the redemption of LLC interests	(3,728)	(3,525)	(1,368)
Increase in additional paid-in capital as a result of activity under employee stock purchase plan	796	542	325
Total effect of changes in ownership interest on equity attributable to Goosehead Insurance Inc.	**$ 2,471**	**$ 6,304**	**$ 2,524**

13. Equity-based compensation

A summary of equity-based compensation expense during the years ended December 31, 2021, 2020, and 2019 is as follows *(in thousands)*:

	Year Ended December 31,		
	2021	2020	2019
Stock options	$ 7,292	$ 4,745	$ 1,526
Equity-based compensation expense	$ 7,292	$ 4,745	$ 1,526

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 21 thousand and 13 thousand shares outstanding related to the Employee Stock Purchase Plan at December 31, 2021 and 2020.

On April 1, 2020, the Company granted an additional 900,000 stock options to its Managing Directors at an exercise price equal to $40.88 per share. The grant date fair value of $16.31 per option was determined using the Black-Scholes valuation model using the following assumptions:

Expected volatility	40 %
Expected dividend yield	— %
Expected term (in years)	6.5
Risk-free interest rate	0.47 %

On January 4, 2021, the Company granted an additional 153,500 stock options to its Board of Directors and Managing Directors at an exercise price equal to $131.87 per share. The weighted average grant date fair value of $47.43 per option was determined using the Black-Scholes valuation model using the following weighted average assumptions:

Expected volatility	45 %
Expected dividend yield	— %
Expected term (in years)	4.25
Risk-free interest rate	0.29 %

A summary of stock option activity for the years ended December 31, 2021, 2020 and 2019 is as follows (*in thousands except per share amounts*):

	Stock Options	Weighted Average Exercise Price	Aggregate Intrinsic Value	Weighted Average Remaining Contractual Life (Years)
Outstanding as January 1, 2019	1,650	$ 10.00	$ 5,153	
Granted	80	34.50	816	
Exercised	—	—	—	
Forfeited	—	—	—	
Expired	—	—	—	
Outstanding as of December 31, 2019	1,730	$ 11.13	$ 5,969	
Granted	1,010	41.24	16,322	
Exercised	(450)	10.00	1,390	
Forfeited	—	—	—	
Expired	—	—	—	
Outstanding as of December 31, 2020	2,290	$ 24.63	$ 20,901	
Granted	154	131.87	7,280	
Exercised	(351)	10.83	1,186	
Forfeited	(24)	45.45	370	
Expired	—	—	—	
Outstanding as of December 31, 2021	2,069	$ 34.68	$ 26,625	7.43
Options vested and exercisable as of December 31, 2021	466	$ 15.38	$ 2,265	6.38
Options expected to vest as of December 31, 2021	1,603	$ 40.23	$ 24,360	7.73

As of December 31, 2021, total unrecognized compensation expense related to unvested stock options was $14.7 million, which is expected to be recognized over a weighted average period of 2.29 years. Cash received from stock option exercises during the year ended December 31, 2021 was $4.6 million.

A summary of unvested stock option activity for the years ended December 31, 2021, 2020 and 2019 is as follows (*in thousands except per share amounts*):

	Stock Options	Weighted Average Grant Date Fair Value
Unvested as January 1, 2019	1,559	$ 3.13
Vested	(122)	2.96
Granted	80	10.19
Forfeited	—	—
Unvested as of December 31, 2019	1,517	$ 3.15
Vested	(550)	3.12
Granted	1,010	16.16
Forfeited	—	—
Unvested as of December 31, 2020	1,977	$ 10.09
Vested	(504)	5.09
Granted	154	47.43
Forfeited	(24)	15.44
Unvested as of December 31, 2021	1,603	$ 15.20

The total fair value of stock options vested during the years ended December 31, 2021, 2020 and 2019 was $2.6 million, $1.7 million and $0.4 million, respectively.

14. 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

On July 30, 2020, GF approved an extraordinary dividend in the aggregate amount of $42 million payable to holders of LLC Units, including GSHD. The board of directors of the Company subsequently declared an extraordinary dividend of $1.15 (rounded) to all holders of Class A common stock of GSHD with a record date of August 10, 2020, which was paid on August 24, 2020. A summary of the total amounts declared by GF is as follows *(in thousands)*:

	LLC Units held as of August 10, 2020	Dividends declared
Class A common stockholders	17,263	$ 19,843
Class B common stockholders via LLC Units held	19,276	22,157
Total	36,539	$ 42,000

On July 28, 2021 GF approved an extraordinary dividend in the aggregate amount of $60 million payable to holders of LLC Units, including GSHD. The board of directors of the Company subsequently declared an extraordinary dividend of $1.63 (rounded) to all holders of Class A common stock of GSHD with a record date of August 9, 2021, which was paid on August 23, 2021. A summary of the total amounts declared and paid by GF is as follows (in thousands):

	LLC Units held as of August 9, 2021	Dividend Paid
Class A common stockholders	19,429	$ 31,657
Class B common stockholders via LLC Units held	17,401	28,343
Total	36,830	$ 60,000

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.

15. Leases

Effective January 1, 2020, the Company adopted new guidance that requires lessees to recognize on the Consolidated balance sheets all leases with lease terms greater than twelve months as a lease liability with a corresponding right-of-use ("ROU") asset. Accordingly, the Company recognized operating lease liabilities and ROU asset of $18.5 million and $11.2 million, respectively, on January 1, 2020. For those leases that fall under the definition of a short-term lease, the Company elected the short-term lease recognition exemption. The adoption of the new lease guidance did not have a material impact on the Company's Consolidated statements of operations.

At December 31, 2021, Goosehead was obligated under a number of operating leases, exclusively leases for premises and equipment used for business purposes. These leases generally have terms of 7 years or less, determined based on the contractual maturity of the lease, and include periods covered by options to extend or terminate the lease when the Company is reasonably certain that it will exercise those options. None of these lease agreements impose restrictions on the Company's ability to pay dividends, engage in debt or equity financing transactions or enter into further lease agreements. Certain of these leases contain escalation clauses that will increase rent payments based on maintenance, utility and tax increases, which are non-lease components and variable in nature. The Company elected not to separate lease and non-lease components of a contract for its real estate and equipment leases. As such, real estate lease payments represent payments on both lease and non-lease components.

Operating lease liabilities and ROU asset are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The future lease payments are discounted at a rate that represents the Company's collateralized borrowing rate for financing instruments of a similar term. We estimate this for our portfolio of leases using information obtained from our bankers. The ROU asset also includes any lease prepayments made, plus initial direct costs incurred, less any lease incentives received. Rent expense associated with operating leases is recognized on a straight-line basis over the lease term, and generally included in occupancy expense within General and administrative expenses in the Consolidated statements of operations.

The following table provides information related to the Company's leases as of December 31, 2021 and 2020 *(in thousands)*:

	December 31, 2021	December 31, 2020
Right-of-use assets	$ 32,656	$ 22,513
Short term lease liabilities	4,893	3,203
Long term lease liabilities	47,335	32,933
Total lease liabilities	52,228	36,136
Weighted average remaining lease term (in years)	8.10	9.23
Weighted average incremental borrowing rate	3.1 %	3.1 %

The following is a schedule showing the components of lease cost for the year ended December 31, 2021 and 2020 *(in thousands):*

	December 31, 2021	December 31, 2020
Gross operating lease cost	$ 4,798	$ 3,111
Sublease income	(7)	(25)
Net lease cost	**$ 4,791**	**$ 3,086**

The following is a schedule of supplemental cash flow information related to leases for the year ended December 31, 2021 and 2020 *(in thousands):*

	December 31, 2021	December 31, 2020
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ (16,092)	$ (36,136)
Right of use assets obtained in exchange for lease obligation		
Operating leases	$ 10,143	$ 22,513

The following is a schedule of future maturity of lease liability as of December 31, 2021 *(in thousands):*

	December 31, 2021
2022	$ 5,680
2023	7,465
2024	7,509
2025	7,557
2026	7,443
Thereafter	24,019
Total lease payments	59,673
Less: imputed interest	(7,445)
Future maturity of lease liability	**$ 52,228**

As of December 31, 2021, the Company had additional future operating lease commitments of $12.6 million that were signed but had not yet commenced. These operating leases will commence between 2022 and 2023 with lease terms up to 7 years.

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, 2021				
Revenues:				
Commissions and agency fees				
Renewal Commissions	$ —	$ 39,111	$ —	$ 39,111
Agency Fees	—	11,506	—	11,506
New Business Commissions	—	22,108	—	22,108
Contingent Commissions	7,378	2,548	—	9,926
Total Commissions and Agency Fees	7,378	75,273	—	82,651
Franchise revenue				—
Renewal Royalty Fees	46,079	—	—	46,079
New Business Royalty Fees	14,616	—	—	14,616
Initial Franchise Fees	6,516	—	—	6,516
Other Franchise Revenues	297	—	—	297
Total Franchise Revenue	67,508	—	—	67,508
Interest income				—
Interest Income	1,153	—	—	1,153
Total Interest Income	1,153	—	—	1,153
Total	76,039	75,273	—	151,312
Operating expenses:				
Employee compensation and benefits, excluding equity-based compensation	32,975	52,771	—	85,746
General and administrative expenses	18,439	20,504	2,786	41,729
Bad debts	1,173	1,826	—	2,999
Total	52,587	75,101	2,786	130,474
Adjusted EBITDA	23,452	172	(2,786)	20,838
Other income	77	108	—	185
Equity based compensation	—	—	(7,292)	(7,292)
Interest expense	—	—	(2,854)	(2,854)
Depreciation and amortization	(2,965)	(1,908)	—	(4,873)
Taxes	—	—	2,292	2,292
Net income	$ 20,564	$ (1,628)	$ (10,640)	$ 8,296
At December 31, 2021:				
Total Assets	$ 57,164	$ 43,819	$ 166,815	$ 267,798

	Franchise Channel	Corporate Channel	Other	Total
Year Ended December 31, 2020				
Revenues:				
Commissions and agency fees				
Renewal Commissions	$ —	$ 28,891	$ —	$ 28,891
Agency Fees	—	8,921	—	8,921
New Business Commissions	—	17,324	—	17,324
Contingent Commissions	10,754	5,921	—	16,675
Total Commissions and Agency Fees	10,754	61,057	—	71,811
Franchise revenue				
Renewal Royalty Fees	29,309	—	—	29,309
New Business Royalty Fees	10,623	—	—	10,623
Initial Franchise Fees	4,236	—	—	4,236
Other Franchise Revenues	222	—	—	222
Total Franchise Revenue	44,390	—	—	44,390
Interest income				
Interest Income	813	—	—	813
Total Interest Income	813	—	—	813
Total	55,957	61,057	—	117,014
Employee compensation and benefits, excluding equity-based compensation	26,231	35,843	—	62,074
General and administrative expenses	9,618	12,058	3,856	25,532
Bad debts	387	1,189	—	1,576
Total	36,236	49,090	3,856	89,182
Adjusted EBITDA	19,721	11,967	(3,856)	27,832
Other income (expense)	90	—	—	90
Equity based compensation	—	—	(4,745)	(4,745)
Interest expense	—	—	(2,310)	(2,310)
Depreciation and amortization	(1,775)	(1,372)	—	(3,147)
Taxes	—	—	1,035	1,035
Net income	$ 18,036	$ 10,595	$ (9,876)	$ 18,755
At December 31, 2020:				
Total Assets	$ 82,804	$ 25,609	$ 77,424	$ 185,837

	Franchise Channel	Corporate Channel	Other	Total
Year ended December 31, 2019				
Revenues:				
Commissions and agency fees				
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
Franchise revenue				
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
Interest income				
Interest Income	617	—	—	617
Total Interest Income	617	—	—	617
Total	34,650	42,836	—	77,486
Employee compensation and benefits, excluding equity-based compensation	16,673	23,516	—	40,189
General and administrative expenses, excluding state franchise tax[1]	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
Other income (expense)	—	—	—	—
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

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.

EXHIBIT F-2

Guarantee of Performance

GUARANTEE OF PERFORMANCE

For value received, Goosehead Insurance, Inc., a Delaware corporation (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 6, 2022, 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 April 5, 2022.

Guarantor: Goosehead Insurance, Inc.

By: _____

Print Name: P. Ryan Lanston

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 [Date], 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 [Name], located at [Address] (both parties hereto collectively referred to as the "**Parties**" and individually as a "**Party**").

Recitals:

WHEREAS, Goosehead Insurance Agency and [Name] 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. 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 Agreement 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, Westlake, 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, LLC

By: _____

Name: _____

Title: _____

By: _____

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 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 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 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 FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dpfi.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:

   17.3.1 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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: P. Ryan Langston	Name: _____
Title: General Counsel	Title: Agency Owner

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:

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Payment of the Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The financial assurance requirement was imposed by the Office of the Attorney General due to Franchisor's financial condition.

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:

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Payment of the Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The financial assurance requirement was imposed by the Office of the Attorney General due to Franchisor's financial condition.

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: P. Ryan Langston	Name: _____
Title: General Counsel	Title: Agency Owner

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 2.2.6 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 shall be substituted in lieu thereof:

> 2.2.6 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 "Fees; Sales Reporting," 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 27.3 of the Agreement, under the heading “Applicable Law 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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: P. Ryan Langston	Name: _____
Title: General Counsel	Title: Agency Owner

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:

525 THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

525 THE 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 2.2.6 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 inserted in its place:

> 2.2.6 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. Section 18.8 of the Agreement, under the heading “Obligations Upon Termination, Non-Renewal, 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	
Franchisor	Franchisee
By:	By:
Name: P. Ryan Langston	Name:
Title: General Counsel	Title: Agency Owner

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, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

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 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 substituted in its place:

> 16.5.1 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 27.5 of the Agreement, under the heading "Applicable Law and 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:

> 27.5 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 27 of the Agreement, under the heading "Applicable Law and 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	
Franchisor	Franchisee
By:	By:
Name: P. Ryan Langston	Name:
Title: General Counsel	Title: Agency Owner

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.

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	
Franchisor	Franchisee
By:	By:
Name: P. Ryan Langston	Name:
Title: General Counsel	Title: Agency Owner

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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: P. Ryan Langston	Name: _____
Title: General Counsel	Title: Agency Owner

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 "Fees; Sales Reporting," 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	_____
Franchisor	Franchisee
By: _____	By: _____
Name: P. Ryan Langston	Name: _____
Title: General Counsel	Title: Agency Owner

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 (the "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	
Franchisor	Franchisee
By:	By:
Name: P. Ryan Langston	Name:
Title: General Counsel	Title: Agency Owner

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.

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor 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 the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may 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 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.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, FRANCHISE COMPLIANCE QUESTIONNAIRE, AND RELATED AGREEMENTS

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	
Franchisor	Franchisee
By:	By:
Name: P. Ryan Langston	Name:
Title: General Counsel	Title: Agency Owner

EXHIBIT I

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you know, you and Goosehead Insurance Agency, LLC ("**Goosehead**" or "**Franchisor**") 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.

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

_____

Initials _____

The date when I received a fully completed copy (other than signatures) of the Franchise Disclosure Document ("**FDD**"), Franchise Agreement, and Addenda (if any), and all other related documents I may later sign (collectively, the "**Agreements**").

2. Have you received and personally reviewed the Agreements?

Yes _____ No _____

3. Do you understand all of the information contained in the Agreements provided to you?

Yes _____ No _____

If No, what parts of the Agreements 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 have the Agreements reviewed by an attorney, accountant, or other professional advisor?

   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 on the Franchisor's behalf 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 a 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 a 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 a 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 that is contrary to, or different from, the information contained in the FDD?

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 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 trial by jury?

Yes _____ No _____

24. I have spoken with current and/or former *Goosehead* franchisees, and I chose which franchisees, and how many franchisees, to speak with.

Yes _____ No _____

If No, do you wish to have more time to speak with additional current or former Goosehead franchisees?

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:

Name	Address
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 Franchise Compliance 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

_____
Date

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Disclosure Document be registered or filed with the states, 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 Disclosure Document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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 franchise sellers are: Mark E. Jones (Chairman and Chief Executive Officer) and Michael C. Colby (Chief Financial Officer) located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone: (214) 838-5500. Any additional individual franchise sellers involved in offering franchises are:_____
_____.

Issuance date: April 6, 2022.

"GIA" authorizes the agents listed in Exhibit D to receive service of process for us.

I have received a Franchise Disclosure Document dated April 6, 2022, 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
A-1	Desk Lease Agreement	F-2	Guarantee of Performance
B	Release	G-1	Table Of Contents Of Manual
C	List Of State Administrators	G-2	Mutual Non-Disclosure Agreement
D	Agents For Service Of Process	H	State Addenda And Amendments
E-1	List Of Current Franchisees	I	Franchise Compliance Questionnaire
E-2	List Of Former Franchisees		

_____
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.

The franchisor is GIA, located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone (214) 838-5202.

The franchise sellers are: Mark E. Jones (Chairman and Chief Executive Officer) and Michael C. Colby (Chief Financial Officer) located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone: (214) 838-5500. Any additional individual franchise sellers involved in offering franchises are:_____.

Issuance date: April 6, 2022.

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D	Agents For Service Of Process	H	State Addenda And Amendments
E-1	List Of Current Franchisees	I	Franchise Compliance Questionnaire
E-2	List Of Former Franchisees		

_____
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*