FRANCHISE DISCLOSURE DOCUMENT

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

The total investment necessary to begin operation of a Goosehead Insurance Agency business is between $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 John O'Connor, 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 3, 2023

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; Las Vegas, 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: Mark Miller

Mr. Miller has been our President and Chief Operating Officer since May 2022 and has served on GSHD's Board of Directors since March 2018. Before joining us, Mr. Miller was the Chief Financial Officer at Pluralsight in Park City, Utah from April 2020 to April 2022. Before that, Mr. Miller was the Chief Financial Officer for Finastra from May 2019 to April 2020 located in London, United Kingdom.

Chief Financial Officer: Mark Jones, Jr.

Mr. Jones has been our Chief Financial Officer since September 2022. From August 2020 to September 2022, he served as our Vice President of Finance. From October 2016 to August 2020, Mr. Jones was our Controller. Before joining us, from August 2015 to October 2016, Mr. Jones 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.

Executive Vice President, Technology and Partnerships: Justin Ricketts

Mr. Ricketts has been our Executive Vice President since October 2022. Before joining us, he was the Chief Product and Development Officer for Sabre Hospitality Solutions in Southlake, Texas from June 2014 to October 2022.

General Counsel: John O'Connor

Mr. O'Connor joined Goosehead as General Counsel in May 2022. Before joining us, he was General Counsel for MG Realty Investments in Austin, Texas from March 2021 to May 2022. Before that, Mr. O'Connor was a shareholder with Ferguson Braswell Fraser Kubasta, PC in Plano, Texas from March 2020 to March 2021.

Chief Service Officer: Michael Moxley

Mr. Moxley has been our Chief Service Officer since May 2022. Before that, he was our Vice President of Service Delivery from December 2014 to May 2022. 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.

Managing Director 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.

Vice President: Ted Olsen

Mr. Olsen has been our Vice President of Training since January 2023. He was previously Managing Director of Training from January 2020 to January 2023. 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.

Vice President of Agent Support: Matthew Hunt

Mr. Hunt has been our Vice President of Agent Support since January 2023. He previously served as our Managing Director of Agent Support from February 2021 to January 2023. 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.

Other than the case 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

Type of Fee	Amount	Due Date	Remarks
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.
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

Type of Fee	Amount	Due Date	Remarks
Lost Future Royalties	The average of the monthly Royalty Fees due for the previous 12 months (or the Minimum Royalty, if greater), multiplied by the lesser of 36 or the number of months remaining in the then-current term of the Franchise Agreement	Upon demand	You must pay this if we terminate the Franchise Agreement as a result of your default.
Book of Business Valuations	$1,000 per valuation	On demand, before valuation	See Note 12
Relocation Fee	$500	At the time you request relocation of the Franchised Business	See Note 13

Notes:

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

1. We will receive all Commissions 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
Six (6) to Eighteen (18)	Six Hundred Dollars ($600)
Nineteen (19) to Thirty-Six (36)	One Thousand Dollars ($1,000)
Thirty-Seven (37) to Forty-Eight (48)	One Thousand One Hundred Dollars ($1,100)
Forty-Nine (49) to Sixty (60)	One Thousand Two Hundred Dollars ($1,200)
Sixty-One (61) to Seventy-Two (72)	One Thousand Three Hundred Dollars ($1,300)
Seventy-Three (73) to Eighty-Four (84)	One Thousand Four Hundred Dollars ($1,400)
Eighty-Five (85) to Ninety-Six (96)	One Thousand Five Hundred Dollars ($1,500)
Ninety-Seven (97) to One Hundred and Eight (108)	One Thousand Six Hundred Dollars ($1,600)
One Hundred and Nine (109) to One Hundred and Twenty (120)	One Thousand Seven Hundred Dollars ($1,700)
One Hundred and Twenty-One (121) and for the remainder of the term of this Agreement	One Thousand Eight Hundred Dollars ($1,800)

"**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**"). Approved Insurance Products sold by you in their initial term that are not re-writes are referred to as "**New Business**".

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. 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
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.

3. We expect that you will lease 200 to 1,200 square feet of office space, storage and sufficient parking. We expect that your monthly cost of rent will be between $500 and $2,000, but may be higher or lower. The cost of leasing a site can vary considerably depending upon such factors as location, size, and the local real estate market. For example, we expect that most franchisees will obtain their own office space of about 500 to 1,000 square feet and in that event, we expect the rent costs would be in the high end of the range provided. Under appropriate circumstances, a franchisee may sublet as little as 200 square feet of space from another business (like a mortgage company or a real estate brokerage) with whom the franchisee may have or may develop a referral relationship. In that case, we expect the rent costs would be in the low end of the range. The estimate in the chart includes a security deposit and your first month's rent payment for a total of two months' rent.

4. You must purchase signs and branded merchandise as we deem appropriate. If you operate a retail location, you will also be required to purchase external signage and your costs will be at the higher end of the range 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.

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**"). Prohibited Insurance Products include 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. Prohibited Insurance Products also include the purchase of group of insurance policies from a third party or insurance carriers and brokers. We may periodically provide you with a list of, and/or 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.

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 Moxley, Gary Delavan, 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 customized software and the comparative rater software that we periodically 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.

Insurance Coverage

Under the Franchise Agreement, you must obtain and maintain the following insurance:

- comprehensive general liability insurance protecting against any and all claims for personal, bodily and/or property injury occurring in or about the Franchised Business, with minimum limits of $1,000,000 combined single limit per occurrence and $1,000,000 general aggregate.

- 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 $1,000,000 of coverage for every

$10,000,000 of annual written premium by the Franchised Business with a floor of $1,000,000 of coverage and a maximum deductible of $15,000 allowed.

- data theft and cybersecurity (a/k/a cyber risk) coverage with limits of liability not less than $1,000,000.

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

- business automobile liability insurance with liability of not less than $1,000,000 combined single limit for both bodily injury and property damage.

- statutory workers' compensation insurance and employer's liability insurance for a minimum limit equal to at least the greater of $100,000 or the amounts required by your umbrella carrier.

- 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 $2,000,000 total limit of liability.

- 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 that values property (real and personal) on a new replacement cost basis without deduction for depreciation and the amount of insurance shall not be less than 90% of the full replacement value of the Franchised Business, its furniture, fixtures, equipment, and stock (real and personal property).

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

Each insurance policy required under the Franchise Agreement must be primary and noncontributory. 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 policies must be written by an insurance company or companies we approve, who must have 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 must be licensed to do business in the Approved State. All liability and property damage policies must name us as additional insureds and must provide that each policy cannot be cancelled unless we are given thirty days' prior written notice. We may periodically increase required coverage limits or require additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. You must deliver to us (and in the future maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect.

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 Agreeme	11
b.	Pre-opening purchases	§ 5 of Franchise Agreement	5, 7, and 8

	Obligation	Section in agreement	Disclosure Document Item
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
f.	Fees	§§ 4, 7.6.3, 13.1 and 16.5.9 of Franchise 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	Not applicable	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	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	17
u.	Renewal	§ 2.2 of Franchise 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	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.

* * *

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 through an "**Approved Location Amendment**" signed by you and us 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, as available, 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.

We require you to open the Franchised Business within 12 months from the date you sign the Franchise Agreement. We also require that you, your Agency Principal and/or your Manager, enroll in the initial training program no more than nine months after you enter into the Franchise Agreement, and complete the initial training program before you open. The average time between signing the Franchise Agreement and opening during the last fiscal year was approximately three months. Factors which may affect this time period include your ability to secure financing, obtain necessary permits and licenses, construct or build-out facilities for the Franchised Business, deal with weather conditions and construction delays, and obtain furniture, fixtures, equipment and supplies. We expect that most franchisees will open their Franchised Businesses within two to four months of signing the Franchise Agreement.

Training

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)	18	15	Westlake, Texas and your location
Insurance Products & Carriers	15	6	Westlake, Texas and your location
Sales	12.5	43	Westlake, Texas and your location
Risk Management & Quality Control	2	0	Westlake, Texas and your location
Customer Service	1	1	Westlake, Texas and your location
Business Administration	1	0	Westlake, Texas and your location
Marketing	7.5	13	Westlake, Texas and your location
Time Management & Efficiency	1.5	3.5	Westlake, Texas and your location
Totals	56	84.5	

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 Ted Olsen, Vice President. Mr. Olsen is identified in Item 2 above, and has over 11 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. 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 Business'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.

Currently, the Required Software includes use of 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 51 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 through an Approved Location Amendment signed by you and us for that location and you have obtained the right to occupy the premises. 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. Our consent to a relocation of the Franchised Business is conditioned, among other things, on amending the terms of the Franchise Agreement, as necessary, to conform to the contractual provisions contained in the form of franchise agreement we are offering to new franchisees under the System at the time you request 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

Once you begin operating the Franchised Business, 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% in New Business production of all franchised Goosehead Businesses operating under the System and/or in the geographic region, as defined in the Manual, of the Approved Location (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.

Growth Expectations

In addition to the Performance Standards, you must also meet certain expectations regarding the continued growth of the Franchised Business (the "**Growth Expectations**"). The Growth Expectations for the Franchised Business will be set out in the Manual, and will not exceed 10% in New Business growth each year. You must meet or exceed the Growth Expectations during each year of the term of the Franchise Agreement. If you fail to meet or exceed the Growth Expectations in any trailing 12 month period, then you will be in default of the Franchise Agreement. Following your receipt of a notice of default, you will have 90 days to meet or exceed the Growth Expectations for the Franchised Business. If you receive two notices of default for failure to meet or exceed the Growth Expectations in any given year, we may elect to terminate the Franchise Agreement

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
goosehead INSURANCE	November 6, 2012	4239147
GOOSEHEAD (standard characters)	December 6, 2016	5095438

Trademark	Registration Date	Registration Number
	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

We own all rights to two provisional U.S. Patent applications: (1) number 63396870 entitled "DIGITAL AGENT", filed on August 10, 2022, and (2) number 63488754 entitled "QUOTE-TO-ISSUE DIGITAL TRANSACTION SYSTEM", filed on March 6, 2023, both of which were submitted to the United States Patent and Trademark Office. These patent applications relate generally to provisioning insurance quotes and digital agents.

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 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. (Subject to applicable state law.)
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.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Sections 17.1 and 17.2	Bankruptcy, abandonment, conviction of felony, failure to meet Performance Standards or Growth Expectations, 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 16.6.1 – 16.6.11 of the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	We can match any offer.
o. Franchisor's option to purchase franchisee's business	Sections 16.7.3, 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 16.7	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.)

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 producers for our franchisees and TWG during our fiscal year ended December 31, 2022. 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, 2022. A "franchise producer" is a producer for a franchised business, and a "TWG producer" is a producer who works as an employee of our affiliate, TWG. Except as identified below, all franchisees and TWG agents that were in operation for at least one full year as of December 31, 2022, 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 (2022)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$76,505	$143,353	$30,607
2 years	$132,197	$258,786	$50,102
3+ years	$270,786	$521,697	$102,628

GROSS REVENUE PER TWG PRODUCER (2022)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$139,521	$206,970	$75,272
2 years	$233,287	$336,935	$153,390

3+ years	$379,884	$576,162	$249,300

PREMIUM PER FRANCHISE PRODUCER (2022)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$508,684	$958,296	$198,627
2 years	$919,121	$1,797,200	$345,737
3+ years	$1,922,399	$3,728,228	$726,029

PREMIUM PER TWG PRODUCER (2022)

Tenure	Average	Average of top 25%	Average of bottom 25%
1 year	$770,660	$1,157,528	$414,409
2 years	$1,377,165	$1,978,273	$912,077
3+ years	$2,480,960	$3,787,400	$1,629,912

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 2022 fiscal year (January 1, 2022 to December 31, 2022).

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 2022 fiscal year (January 1, 2022 to December 31, 2022).

Franchise Producer Notes

1. There were 1,105 franchise producers, representing 831 franchised businesses, who were included in the charts because they operated during our entire 2022 fiscal year (January 1, 2022 to December 31, 2022) and met certain criteria, noted below. Each of the franchise producers included: (a) had a start date on or before January 1, 2022 and were still operating as of March 13, 2023, (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. 123 franchise producers who operated during the entire 2022 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 13, 2023 were not included in the charts is because we did not run 2022 fiscal year data until March 13, 2023, 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, 2022. The data for the 1,105 franchise producers included in the chart, is presented separately based on tenure. There were 328 franchise producers included in the chart who were classified as having 1 year of tenure. Of those 328 franchise producers, 82 are included in the "top 25%." There were 251 franchise producers included in the chart who were classified as having 2 years of tenure. Of those 251, 63 are included in the "top 25%". There were 526 franchise producers included in the chart who were classified as having 3 or more years of tenure. Of those 526, 132 are included in the "top 25%".

3. For franchise producers with 1 year of tenure (328 producers):

    a. 128 of 328 franchise producers (39%) 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 $63,928 ($304,958 highest producer ("high"), $16,837 lowest producer ("low")), the median Gross Revenues for the top 25% of producers was $135,492, and the median Gross Revenues for the bottom 25% of producers was $31,292.

    b. 128 of the 328 producers (39%) met or exceeded the Premium average. The median Premium amount was $433,792 ($2,266,283 high, $95,236 low), the median Premium amount for the top 25% of producers was $879,532, and the median Premium amount for the bottom 25% of producers was $204,553.

4. For producers with 2 years of tenure (251 producers):

    a. 93 of 251 producers (37%) met or exceeded the Gross Revenue average. The median Gross Revenue was $108,033 ($687,819 high, $24,962 low), the median Gross Revenue for the top 25% of producers with 2 years of tenure was $209,131, and the median Gross Revenue for the bottom 25% of producers was $51,154.

    b. 93 of the 251 producers (37%) met or exceeded the Premium average. The median Premium amount was $742,015 ($4,922,393 high, $162,400 low), the median Premium amount for the top 25% of producers was $1,576,099, and the median Premium amount for the bottom 25% of producers was $362,251.

5. For producers with 3+ years of tenure (526 producers):

    a. 207 of 526 producers (39%) met or exceeded the Gross Revenue average. The median Gross Revenue was $225,811 ($2,582,727 high, $33,971 low), the median Gross Revenue amount for the top 25% of producers was $458,247, and the median Gross Revenue for the bottom 25% of producers was $103,905.

    b. 204 of the 526 producers (39%) met or exceeded the Premium average. The median Premium amount was $1,591,074 ($18,117,616 high, $186,539 low), the median Premium amount for the top 25% of producers was $3,161,266, and the median Premium amount for the bottom 25% of producers was $741,372.

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 161 TWG producers who were included in the charts because they operated during our entire 2022 fiscal year (January 1, 2022 to December 31, 2022) and met certain criteria, noted below. Each of the TWG producers included: (a) had a start date on or before January 1, 2022 and were still employed as of December 31, 2022, 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, 2022. The data for the 161 TWG producers included in the chart, is presented separately based on tenure. There were 54 TWG producers included in the chart who were classified as having 1 year of tenure. Of those 54 TWG producers, 14 are included in the “top 25%.” There were 40 TWG producers included in the chart who were classified as having 2 years of tenure. Of those 40, 10 are included in the “top 25%”. There were 66 TWG producers included in the chart who were classified as having 3 or more years of tenure. Of those 66, 17 are included in the “top 25%”.

9. For TWG producers with 1 year of tenure (54 producers):

    a. 24 of 54 TWG producers (44%) met or exceeded the Gross Revenue average. The median Gross Revenue was $137,987 ($348,321 high, $55,233 low), the median Gross Revenues for the top 25% of TWG producers was $193,269, and the median Gross Revenues for the bottom 25% of TWG producers was $71,449.

    b. 26 of the 54 TWG producers (48%) met or exceeded the Premium average. The median Premium amount was $749,894 ($2,016,219 high, $265,191 low), the median Premium amount for the top 25% of TWG producers was $1,102,847, and the median Premium amount for the bottom 25% of TWG producers was $417,099.

10. For TWG producers with 2 years of tenure (40 producers):

    a. 16 of 40 TWG producers (40%) met or exceeded the Gross Revenue average. The median Gross Revenue was $221,907 ($437,678 high, $132,397 low), the median Gross Revenue for the top 25% of TWG producers with 2 years of tenure was $319,501, and the median Gross Revenue for the bottom 25% of TWG producers was $154,327.

b. 15 of the 40 TWG producers (38%) met or exceeded the Premium average. The median Premium amount was $1,306,570 ($2,511,299 high, $782,107 low), the median Premium amount for the top 25% of TWG producers was $1,931,094, and the median Premium amount for the bottom 25% of TWG producers was $888,542.

11. For TWG producers with 3+ years of tenure (66 producers):

a. 23 of 66 TWG producers (35%) met or exceeded the Gross Revenue average. The median Gross Revenue was $331,518 ($871,036 high, $192,920 low), the median Gross Revenue amount for the top 25% of TWG producers was $540,158, and the median Gross Revenue for the bottom 25% of TWG producers was $245,920.

b. 26 of the 66 TWG producers (39%) met or exceeded the Premium average. The median Premium amount was $2,188,078 ($6,024,343 high, $1,229,509 low), the median Premium amount for the top 25% of TWG producers was $3,474,860, and the median Premium amount for the bottom 25% of TWG producers was $1,624,859.

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 John O'Connor, 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 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	614	891	+277
	2021	891	1198	+307
	2022	1198	1413	+215
Company Owned[1]	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets (Note 1)	2020	614	891	+277
	2021	891	1198	+307
	2022	1198	1413	+215

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 2020 to 2022		
State	**Year**	**Number of Transfers**
Any State	2020	0
	2021	0
	2022	0
Totals	**2020**	0
	2021	0
	2022	0

Table No. 3								
Status of Franchise Outlets For Years 2020 to 2022								
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	2020	1	4	0	0	0	0	5
	2021	5	9	0	0	0	0	14
	2022	14	4	2	0	0	2	14
AR	2020	2	5	0	0	0	0	7
	2021	7	6	0	0	0	0	13
	2022	13	7	3	0	0	1	16
AZ	2020	0	13	1	0	0	0	12
	2021	12	11	0	0	0	3	20
	2022	20	10	2	0	0	2	26
CA	2020	71	26	4	0	0	3	90
	2021	90	29	5	0	0	4	110
	2022	110	44	21	0	0	17	116
CO	2020	14	23	1	0	0	0	36
	2021	36	17	5	0	0	2	46
	2022	46	14	9	0	0	10	41
CT	2020	5	3	0	0	0	0	8
	2021	8	4	0	0	0	0	12
	2022	12	0	0	0	0	0	12

Table No. 3

Status of Franchise Outlets For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
DE	2020	0	3	0	0	0	0	3
	2021	3	4	0	0	0	0	7
	2022	7	1	2	0	0	0	6
FL	2020	46	14	2	0	0	3	55
	2021	55	23	1	0	0	0	77
	2022	77	37	5	0	0	9	100
GA	2020	14	16	1	0	0	2	27
	2021	27	17	3	0	0	2	39
	2022	39	18	8	0	0	4	45
IA	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
	2022	3	3	0	0	0	0	6
ID	2020	0	0	0	0	0	0	0
	2021	0	5	0	0	0	1	4
	2022	4	4	0	0	0	0	8
IL	2020	42	9	5	0	0	0	46
	2021	46	12	7	0	0	1	50
	2022	50	18	6	0	0	6	56
IN	2020	5	5	0	0	0	0	10
	2021	10	5	0	0	0	0	15
	2022	15	19	1	0	0	1	32
KS	2020	2	6	0	0	0	0	8
	2021	8	4	2	0	0	1	9
	2022	9	3	2	0	0	2	8
KY	2020	0	1	0	0	0	0	1
	2021	1	4	2	0	0	0	3
	2022	3	2	0	0	0	1	4
LA	2020	22	11	2	0	0	0	31
	2021	31	8	0	0	0	2	37
	2022	37	13	2	0	0	1	47
MA	2020	1	0	0	0	0	0	1
	2021	1	5	1	0	0	0	5
	2022	5	0	3	0	0	0	2

Table No. 3

Status of Franchise Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
MD	2020	13	5	3	0	0	1	14
	2021	14	12	1	0	0	0	25
	2022	25	14	2	0	0	2	35
MI	2020	31	20	1	0	0	1	49
	2021	49	21	3	0	0	3	64
	2022	64	26	9	0	0	9	72
MN	2020	0	2	0	0	0	0	2
	2021	2	6	0	0	0	0	8
	2022	8	1	3	0	0	0	6
MO	2020	8	9	0	0	0	0	17
	2021	17	16	1	0	0	3	29
	2022	29	14	3	0	0	1	39
MS	2020	0	1	0	0	0	0	1
	2021	1	6	1	0	0	0	6
	2022	6	7	2	0	0	2	9
MT	2020	0	2	0	0	0	0	2
	2021	2	4	1	0	0	1	4
	2022	4	7	1	0	0	0	10
NC	2020	21	13	2	0	0	0	32
	2021	32	15	4	0	0	2	41
	2022	41	19	10	0	0	4	46
ND	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	1	0	0	0	1
NE	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	5	0	0	0	1	5
NH	2020	1	0	0	0	0	0	1
	2021	1	2	0	0	0	0	3
	2022	3	1	0	0	0	0	4
NJ	2020	14	10	0	0	0	0	24
	2021	24	9	1	0	0	3	29
	2022	29	11	3	0	0	1	36

Table No. 3

Status of Franchise Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End Of Year
NM	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
NV	2020	0	0	0	0	0	0	0
	2021	0	4	0	0	0	1	3
	2022	3	9	0	0	0	2	10
NY	2020	19	26	8	0	0	0	37
	2021	37	22	8	0	0	3	48
	2022	48	27	13	0	0	10	52
OH	2020	9	5	0	0	0	0	14
	2021	14	7	1	0	0	0	20
	2022	20	4	6	0	0	1	17
OK	2020	1	9	0	0	0	0	10
	2021	10	1	1	0	0	0	10
	2022	10	6	1	0	0	3	12
OR	2020	0	3	0	0	0	0	3
	2021	3	4	0	0	0	0	7
	2022	7	8	1	0	0	1	13
PA	2020	32	14	1	0	0	0	45
	2021	45	15	2	0	0	3	55
	2022	55	10	7	0	0	6	52
RI	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
SC	2020	18	9	4	0	0	0	23
	2021	23	9	2	0	0	1	29
	2022	29	10	2	0	0	3	34
SD	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
TN	2020	6	12	1	0	0	0	17
	2021	17	10	0	0	0	0	27
	2022	27	13	7	0	0	0	33

Table No. 3 **Status of Franchise Outlets For Years 2020 to 2022**								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End Of Year**
TX	2020	198	43	5	0	0	8	228
	2021	228	59	8	0	0	8	271
	2022	271	72	17	0	0	19	307
UT	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	2	0	0	0	0	4
VA	2020	15	10	2	0	0	0	23
	2021	23	11	2	0	0	1	31
	2022	31	20	6	0	0	2	43
WA	2020	3	4	1	0	0	0	6
	2021	6	8	0	0	0	1	13
	2022	13	6	2	0	0	1	16
WI	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
	2022	3	6	1	0	0	0	8
WV	2020	0	2	0	0	0	0	2
	2021	2	2	0	0	0	0	4
	2022	4	2	1	0	0	1	4
WY	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Totals	**2020**	**614**	**339**	**44**	**0**	**0**	**18**	**891**
	2021	**891**	**415**	**62**	**0**	**0**	**46**	**1198**
	2022	**1198**	**504**	**164**	**0**	**0**	**125**	**1413**

Table No. 4 **Status of Company-Owned Outlets For Years 2020 to 2022**							
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	**2020**	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table No. 5 **Projected Openings for 2023 as of December 31, 2022***			
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	7	4	0
Arkansas	8	4	0
Arizona	14	8	0
California	37	21	0
Colorado	30	17	0
Connecticut	5	3	0
Delaware	3	2	0
Florida	20	11	0
Georgia	15	8	0
Idaho	12	7	0
Illinois	38	21	0
Indiana	39	22	0
Iowa	7	4	0
Kansas	11	6	0
Kentucky	12	7	0
Louisiana	5	3	0
Maine	1	1	0
Maryland	16	9	0
Massachusetts	9	5	0
Michigan	21	12	0
Minnesota	14	8	0
Mississippi	9	5	0
Missouri	15	8	0
Montana	4	2	0
North Carolina	35	20	0
North Dakota	1	1	0
Nebraska	7	4	0
Nevada	4	2	0
New Hampshire	0	0	0
New Jersey	15	8	0
New Mexico	6	3	0

Table No. 5 **Projected Openings for 2023 as of December 31, 2022***			
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**
New York	56	31	0
Ohio	16	9	0
Oklahoma	11	6	0
Oregon	8	4	0
Pennsylvania	32	18	0
Rhode Island	1	1	0
South Carolina	22	12	0
South Dakota	1	1	0
Tennessee	17	10	0
Texas	73	41	0
Utah	11	6	0
Virginia	19	11	0
Washington	14	8	0
Washington D.C.	0	0	0
West Virginia	4	2	0
Wisconsin	5	3	0
Wyoming	2	1	0
Total	**712**	**400**	**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, 2022 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, 2022 and 2021 and for the three years in the period ended December 31, 2022.

* *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 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 pay to us the remaining portion of the Initial Franchise Fee _____ ($_____), which includes interest, pursuant to the terms and conditions 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. 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. Any proposed relocation of the Franchised Business 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. If we grant our consent to a relocation of the Franchised Business, you must enter into our form of "Approved Location Amendment," which, among other things, will amend the terms of this Agreement, as necessary, to conform to the contractual provisions contained in the form of franchise agreement we are then offering to new franchisees in the System at the time you request relocation of the Franchised Business.

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 may 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*. During the term of this Agreement, we will lend to you one (1) copy of (or provide you with access to), 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 to: **(a)** 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)** 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)** test or market various items in some or all parts of the System; **(d)** introduce new proprietary items and non-proprietary items; and/or **(e)** 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, prior to you, your Agency Principal, your Manager, or any of your employees enrolling in our initial training program; or

4.1.2 You may elect to pay to us a portion of the Initial Franchise Fee prior to you, your Agency Principal, your Manager, or any of your employees enrolling in our initial training program in the amount set out in the Declarations Page attached hereto, and to pay to us the remaining portion of the Initial Franchise Fee, which includes 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, including any renewal term(s) of this Agreement, 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) to Thirty-Six (36)	One Thousand Dollars ($1,000)
Thirty-Seven (37) to Forty-Eight (48)	One Thousand One Hundred Dollars ($1,100)
Forty-Nine (49) to Sixty (60)	One Thousand Two Hundred Dollars ($1,200)
Sixty-One (61) to Seventy-Two (72)	One Thousand Three Hundred Dollars ($1,300)
Seventy-Three (73) to Eighty-Four (84)	One Thousand Four Hundred Dollars ($1,400)
Eighty-Five (85) to Ninety-Six (96)	One Thousand Five Hundred Dollars ($1,500)
Ninety-Seven (97) to One Hundred and Eight (108)	One Thousand Six Hundred Dollars ($1,600)
One Hundred and Nine (109) to One Hundred and Twenty (120)	One Thousand Seven Hundred Dollars ($1,700)
One Hundred and Twenty-One (121) and for the remainder of the term of this Agreement	One Thousand Eight Hundred Dollars ($1,800)

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"). Approved Insurance Products sold by you in their initial term that are not re-writes are referred to as "**New Business**".

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 (the "**Opening Deadline**"). **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) that we offer for Goosehead Businesses at our headquarters or another location that we specify. You, your Agency Principal and/or your Manager, must enroll in the initial training program no more than nine (9) months after the Effective Date and complete the initial training program by the Opening Deadline. If you do not timely enroll in or complete the initial training program pursuant to this Section 6.2.1, then this is a default under Section 17.2 of this Agreement for which we will have the right to terminate this Agreement immediately upon delivery of written notice to you. **Time is of the essence.**

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 include but are not limited to selling any insurance services or products other than Approved Insurance Products through Approved Carriers. Prohibited Insurance Products also include the purchase of group of insurance policies from a third party or insurance carriers and brokers. 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 whether: **(a)** the supplier can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items; **(b)** the supplier has adequate quality controls and capacity to supply your needs promptly and reliably; **(c)** approval of the supplier would enable the System, in our sole opinion, to take advantage of marketplace efficiencies; and **(d)** 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).

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 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, upon the Commencement Date, we will have the right to identify and implement quantitative operational performance standards (for example, the number of New Business 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%) in New Business production of all franchised Goosehead Businesses operating under the System and/or in the geographic region, as defined in the Manual, of the Approved Location (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 *Growth Expectations.* Notwithstanding your requirement to meet or exceed the Performance Standards, you recognize that the continuation of your rights to operate the Franchised Business depends on your active and best efforts to continue to develop the Franchised Business and your achievement of certain expectations regarding the continued growth of the Franchised Business (the "**Growth Expectations**"). The Growth Expectations for the Franchised Business will be set out in the Manual, and will not exceed ten percent (10%) in New Business growth each year. You must meet or exceed the Growth Expectations during each year of the term of this Agreement. If you fail to meet or exceed the Growth Expectations

in any trailing twelve (12) month period, then you will be in default of this Agreement. Following your receipt of such notice of default, you will have ninety (90) days to meet or exceed the Growth Expectations for the Franchised Business. If you receive two (2) notices of default for failure to meet or exceed the Growth Expectations in any given year, we may elect to terminate this Agreement.

8.17 *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), 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 *Right of First Refusal*. If you or any of your Owners wish to accept any *bona fide* offer from a third party to purchase you, any of your material assets, or any direct or indirect interest in you, then all of the following will apply:

16.6.1 You (or the Owner who proposes to sell his/her interest) must promptly notify us in writing of the offer and provide to us the information and documentation relating to the offer that we may require. We will have the right and option, exercisable within thirty (30) days after we have received all such information that we have requested, to send written notice to the seller that we intend to purchase the seller's interest on the same economic terms and conditions offered by the third party. After exercising our right, we will also have the right to conduct additional reasonable due diligence and to require the seller to enter into a purchase agreement in a form mutually acceptable to us and to the seller. If we elect to purchase the seller's interest, then the closing on such purchase will occur within thirty (30) days from the date of notice to the seller of the election to purchase by us.

16.6.2 Any material change in the terms of the offer before closing will constitute a new offer subject to our same rights of first refusal (as set forth in this Section 16.6) as in the case of the third party's initial offer. If we do not exercise the option afforded by this Section 16.6 that will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 16, with respect to a proposed transfer.

16.6.3 If the consideration, terms, and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms, and/or conditions, then we may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually-acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one independent appraiser, then we will promptly designate an independent appraiser and you will promptly designate another independent appraiser and those two appraisers

will, in turn, promptly designate a third appraiser; and all three appraisers will promptly confer and reach a single determination (or, if unable to reach a single determination, a valuation determined by a majority vote of those appraisers), which determination will be binding upon both you and us. Both parties will equally share the cost of any such appraisal.

16.6.4 If we exercise our rights under this Section 16.6, then we will have the right to set off all amounts due from you (including one-half (½) of the cost of an appraisal, if any, conducted under Section 16.6.3 above) against any payment to you.

16.7 *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:

16.7.1 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 16.7.

16.7.2 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 16.7.1. 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.

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

16.7.3.1 If the transfer of interest described in Section 16.7.1 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.

16.7.3.2 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.

16.7.3.3 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.

16.8 *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.

16.9 *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.

16.10 *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.

16.11 *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.

16.11.1 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 16.11.

16.11.2 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.

16.11.3 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.

16.11.4 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 16.11 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.

16.11.5 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 if: **(a)** 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)** 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)** 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)** proceedings for a composition with creditors under any state or federal law is instituted by or against you; **(e)** a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal or a supersedeas bond is filed); **(f)** you are dissolved or if execution is levied against your business or property; **(g)** 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)** 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 we receive credible evidence, which we verify to our reasonable satisfaction, that you or any of your Owners, Agency Principals or Managers (regardless of whether such act constitutes a crime) has sexually harassed or intimidated any individual, has engaged in racial, ethnic, religious, sexual or other offensive discrimination against any individual or group, has engaged in conduct that is unethical in relation to the culture and business values on which the System is founded, or has engaged in any other activity or business practice, any of which we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein, or our owners, directors, officers or employees;

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

17.2.6 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;

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

17.2.8 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;

17.2.9 If an approved transfer of an interest in you is not completed within a reasonable time, as required by Section 16.7;

17.2.10 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;

17.2.11 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;

17.2.12 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;

17.2.13 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;

17.2.14 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;

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

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

17.2.17 If you or your Agency Principals or Managers fail to successfully complete any required training programs to our reasonable satisfaction and/or if you do not timely enroll in or complete the initial training program as required under Section 6.2.1;

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

17.2.19 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;

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

17.2.21 If you receive two (2) notices of default for failure to meet or exceed the Growth Expectations in any given year;

17.2.22 If the Franchised Business is placed in default status pursuant to Section 8.15, and you fail to cure the default; and/or

17.2.23 If you or your Owners, Agency Principals, Managers or employees fail to comply with the Manual to the extent that such failure is not subject to cure.

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 default under this Agreement, 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, or the Minimum Royalty, whichever is greater, 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 interest whatsoever 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 Do Not 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: John O'Connor	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 (1) 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 interest whatsoever 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 (6)-month period or any person or entity whose information was provided to the Franchised Business at any time during the prior six (6) 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 interest whatsoever 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 (6)-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 (6) -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 pursuant to the "Optional Prepayment Schedule" attached hereto as **Appendix 1**.

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:

APPENDIX 1
OPTIONAL PREPAYMENT SCHEDULE

This Optional Prepayment Schedule will commence on the first (1st) day of the first (1st) month after Maker successfully completes the initial training program.

Calendar Month	Payoff Amount	Calendar Month	Payoff Amount
Month 1		Month 33	
Month 2		Month 34	
Month 3		Month 35	
Month 4		Month 36	
Month 5		Month 37	
Month 6		Month 38	
Month 7		Month 39	
Month 8		Month 40	
Month 9		Month 41	
Month 10		Month 42	
Month 11		Month 43	
Month 12		Month 44	
Month 13		Month 45	
Month 14		Month 46	
Month 15		Month 47	
Month 16		Month 48	
Month 17		Month 49	
Month 18		Month 50	
Month 19		Month 51	
Month 20		Month 52	
Month 21		Month 53	
Month 22		Month 54	
Month 23		Month 55	
Month 24		Month 56	
Month 25		Month 57	
Month 26		Month 58	
Month 27		Month 59	
Month 28		Month 60	
Month 29		Month 61	
Month 30		Month 62	
Month 31		Month 63	
Month 32		Month 64	

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 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.

(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: John O'Connor	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 12/31/2022**
**** indicates agreement signed after 12/31/2022**

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Marshall Chavez	1302 Noble Street Suite 3E	Anniston	AL	36201	(256) 957-7795
Brandon Braud	6283 Park South Drive, Suite 104	Bessemer	AL	35022	(205) 258-2118
Joshua Mays & Darrin Wade	137 Business Center Drive	Birmingham	AL	35244	(205) 506-2585
Will Battle	2015 2nd Ave N Suite 450	Birmingham	AL	35203	(205) 379-7007
Connie Alexander & Nick Mitchell	One Perimeter Park South, Suite 155 South	Birmingham	AL	35243	(256) 513-5140
Richard Helms	1203 US Highway 98, Suite 3C	Daphne	AL	36526	(251) 315-7831
Shamika Johnson*		Dothan	AL	36301	
Scott Martin**		Fairhope	AL	36532	
William Jangaard**	220 West Tennessee Street, Suite 203	Florence	AL	35630	(256) 484-4480
Kelsey Rich	118 East Mobile Street, Suite 107	Florence	AL	35630	256-626-5922
Philip Hall	736 Walnut Street	Gadsden	AL	35901	(256) 459-9052
Blayne Burgess*		Hoover	AL	35226	
Clint Prince	500 Southland Drive Suite 123	Hoover	AL	35226	(205) 650-4711
Ricky Phillips	1300 Meridian Street North, Suite 14	Huntsville	AL	35801	(256) 573-9677
The Wiggins Agency	1110 Hillcrest Rd Suite 2C	Mobile	AL	36695	(251) 385-5033
Dana Todd	5615 Old Selma Road	Montgomery	AL	36108	334-746-5844
Clint Neville**		Pelham	AL		(205) 664-1944
Kyle McAdams	1490 Northbank Parkway	Tuscaloosa	AL	35406	(205) 409-4480
Charles Daniel	2081 Columbiana Road, Suite 11	Vestavia Hills	AL	35216	(205) 729-5566
Dallas Sexton	2503 Pine Street, Suite 1	Arkadelphia	AR	71923	(501) 232-2283
Ashley M. 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
Stephen Williams*		Bentonville	AR	72712	
Luke Collins	1103 SE 15th Street, Suite 3	Bentonville	AR	72712	(479) 319-3603
Coty Nichols	1116 South Walton Boulevard, Suite 152	Bentonville	AR	72712	(479) 396-5228
Zachary Uhiren*		Conway	AR	72032-2321	(501) 513-0800
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

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Tyler Tipton	3500 North College Avenue, Suite B4	Fayetteville	AR	72703	(479) 225-9455
Gary Cox	202 Bryan Paul Street	Hot Springs	AR	71901	501-394-3484
Matt Pierce & Dylan Green	2510 E Nettleton Ave, Suite 9	Jonesboro	AR	72401	(870) 569-3995
Jeremy Pressgrove*		Lonoke	AR	72086	
Elias Hill	98 West Main Street	Marianna	AR	72360	(870) 662-0036
James Robinson	2921 Highway 77 South, Suite 20	Marion	AR	72364	(724) 317-8413
Steve Reagan	1187 Grant County Road 43	Sheridan	AR	72150	(501) 441-4100
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
Rebecka Pavan	1340 West Javelina Drive	Chandler	AZ	85286	(480) 908-6388
Edward Levin	333 N Dobson Rd , Suite 5	Chandler	AZ	85224	(480) 613-7765
Kyle Richmond	3650 South Velero Street	Chandler	AZ	85286	602-922-3173
Catherine Nevarez*		Gilbert	AZ	85297	
Rob & Jaime Penkhus	10131 East Tiburon Avenue	Mesa	AZ	85212	(303) 376-3265
Randy Jackson	9845 East Natal Avenue	Mesa	AZ	85209	(480) 787-2344
Derek Espinoza, Brett Tanner, and Andrew McCargar	4862 East Baseline Road, #103	Mesa	AZ	85206	(623) 267-3838
Kelly Frieze	114 West Main Street, #115	Mesa	AZ	85201	(623) 267-4884
Brian Elder	8413 East Baseline Road, Suite 106	Mesa	AZ	85209	(480) 866-8550
Jesse Hernandez*		Nogales	AZ		
Hunter Streett**		Peoria	AZ	85085	
April Plonski	11627 West Andrew Lane	Peoria	AZ	85383	(602) 922-3375
Steve Daniels**		Phoenix	AZ		
Mark McMillan*		Phoenix	AZ	85037	
Zachary Thomason	2415 East Camelback Road, Suite 700	Phoenix	AZ	85016	(602) 830-3255
Laurent Abitbol	777 E. Stella Lane, Suite 255	Phoenix	AZ	85014	(602) 654-1312
Robert Ketchum	23910 N 19th Ave, Suite 30	Phoenix	AZ	85027	(480) 999-2923
Kent Brown	23025 N 15th Avenue, Suite 202	Phoenix	AZ	85027	(602) 476-2420
Daniel Martinez	333 West Leroux Street	Prescott	AZ	86303	6026416110
Austin Frey*		Scottsdale	AZ	85260	
Bryan Deboard*		Scottsdale	AZ		

Tyrone Meredith	8989 East Vía Linda, Suite 117A, Office #2	Scottsdale	AZ	85258	(480) 631-5077
Jeremy Madick - AZ	7950 East Acoma Drive, Suite 205	Scottsdale	AZ	85260	(480) 420-4213
Greg Johnson	6639 East Gelding Drive	Scottsdale	AZ	85254	(480) 847-1440
Paul Axberg & Cole Moreau	13613 West Camino Del Sol, Suite #3	Sun City West	AZ	85375	(623) 352-6656
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
J.W.*		Tucson	AZ	85715	
Tedaro Tarrant*		Tucson	AZ		
Jaime Overturf*		Tucson	AZ	85719	
Troy Cropp	8401 East 22nd Street	Tucson	AZ	85710	(520) 885-3100
Marcelo Salido	4570 North 1st Avenue Suite 120	Tucson	AZ	85718	(520) 336-9310
Heather Records*		Aliso Viejo	CA	92656	
Patrick Bustos	1701 Westwind Dr., Suite 218	Bakersfield	CA	93301	(661) 327-1621
Nichol Swanson	1751 Arcus Court	Beaumont	CA	92223	(909) 317-0777
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
Daniel Sanchez	1215 West Imperial Highway, Suite 217	Brea	CA	92821	(657) 341-1399
Vaheh Setaghian	4205 Burbank Blvd. Suite 108	Burbank	CA	91505	(818) 937-9997
Maria & Adam Swanson	543 West County Line Road	Calimesa	CA	92320	(909) 757-6331
Karl Waage	360 Mobil Ave; Suite 102L	Camarilo	CA	93010	(805) 914-5249
Fadi Chiha	8374 Topanga Canyon Blvd, Suite 202	Canoga Park	CA	91304	(818) 818-3481
Geoff Mountain	5946 Priestly Avenue, Suite 203,	Carlsbad	CA	92009	(858) 788-7947
Jeff Fitch	6994 El Camino Real, Unit 209	Carlsbad	CA	92009	(760) 284-8736
Dana Carlson	2292 Faraday Avenue, Office #69	Carlsbad	CA	92008	(442) 232-4995
Michael Kiefer	2560 Catamaran Way, Suite 26	Chula Vista	CA	91913	(619) 349-7474
Christopher Gonzalez*		Corona	CA	92879	
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
Ty Robertson	600 Anton BlvdSte 1100	Costa Mesa	CA	92626	(714) 546-2660

Kevin Nangin	2942 Century Place, Suite 708	Costa Mesa	CA	92626	(949) 996-3354
Shane Hauschild	380 Diablo Road, Suite 201,	Danville	CA	94526	(805) 680-5436
Walter Maroney*		Dixon	CA	95620	(707) 676-2100
James Gonzalez*		El Centro	CA	92243	(760) 352-0371
Christopher Kerksieck	3378 Thornhill Drive	El Dorado Hills	CA	95762	(916) 790-2293
Stephanie Timmons	2388 Maritime Drive, Suite 200	Elk Grove	CA	95758	(916) 963-7199
Jeremy Madick - CA	18075 Ventura Blvd, Suite 230	Encino	CA	91316	(818) 654-6126
Vanessa Aristo	16255 Ventura Boulevard, Ste. 700	Encino	CA	91436	(818) 783-4345
Jared Norton	500 La Terraza Blvd, #150	Escondido	CA	92025	(619) 992-9448
Lindsey Christianson	2805 Toland Drive	Fairfield	CA	94534	(707) 615-0117
Kacy Artiles	4947 Applewood Avenue	Fontana	CA	92336	(909) 657-0997
Phillip Cothran Jr.	8285 Sierra Avenue, Ste. 108	Fontana	CA	92335	(909) 822-3544
Jas Bajwa*		Fremont	CA	94539	
Juan Arevalo*		Fresno	CA	93727	
Guadalupe Cruz	8050 North Palm Avenue, Suite 300	Fresno	CA	93711	(559) 721-6111
Nicholas Meigs	7675 North Ingram Avenue, Suite 101	Fresno	CA	93711	(559) 981-5016
Arman Lakisyan	1237 West Glenoaks Boulevard	Glendale	CA	91201	818-767-0555
Maria Alcala	2028 E Route 66, Suite 203	Glendora	CA	91740	(626) 513-8499
Justin Turner	1035 Sutton Way Suite B	Grass Valley	CA	95945	(951) 965-4651
Richard Holmes	785 Main Street, Suite 202	Half Moon Bay	CA	94019	(415) 912-0624
Shi Grissom	28650 Cork Oak Lane, Suite 3104	Hayward	CA	94544	(510) 954-0927
Miriam Gomez	1197 A Street Suite 7	Hayward	CA	94541	(510) 693-4905
Nick Ramirez	7911 professional Cir	Huntington Beach	CA	92648	949-570-7602
Rob Griffin*		Irvine	CA	92618	
R.G.*		La Verne	CA	91750	
Shaunt Hartounian	245 Broadway Street	Laguna Beach	CA	92651	(949) 946-5900
Brandon McCartney*		Laguna Niguel	CA	92677	(949) 374-1856
Kevin Seagren	1686 Second Street Suite 214	Livermore	CA	94550	(925) 315-4396
Dante Silva	4811 Airport Plaza Drive Suite 220-A	Long Beach	CA	90815	(562) 471-5088
Dennis Guthrie	3875 Taylor Road, Suite 200	Loomis	CA	95650	(916) 753-3422

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Alireza Damirchilou*		Los Angeles	CA	90025	
Charles Powell	6442 Vineland Avenue	Los Angeles	CA	91606	(818) 572-8018
Shafiq Soudani	7500 Topanga Canyon Boulevard Suite A	Los Angeles	CA	91303	(213) 855-4414
Robert Beknazarian	15260 Ventura Boulevard, Suite 1200	Los Angeles	CA	91403	(818) 636-8467
Michelle LaPaglia	2265 Westwood Boulevard Suite 5	Los Angeles	CA	90064	(310) 721-5668
Paul Nahigian	2265 Westwood Boulevard Unit 5	Los Angeles	CA	90064	(323) 510-4700
Corey A. Bromberg	19528 Ventura Boulevard, Suite 231	Los Angeles	CA	91356	(310) 928-6684
David W Wagner	36914 Avenue 12, Unit 16	Madera	CA	93636	(209) 355-9456
Jennifer Pinnegar	23456 Madero, Suite 240	Mission Viejo	CA	92691	(949) 366-0320
Rosen Stoynev	23456 Madero, Suite 240	Mission Viejo	CA	92691	(714) 660-2481
Anmol Grewal	912 11th Street Suite 201-6,	Modesto	CA	95354	(209) 608-6790
Carlos Godinez*		Montebello	CA	90640	(323) 981-8520
Ivan Calvillo	235 E. Middlefield Road, Suite #3	Mountain View	CA	94043	(650) 499-4904
Cameron Noble*		Murrieta	CA	92562	(951) 658-2889
Jeramy Janz*		Newport Beach	CA	92660	
Luis Martinez	895 Dove Street, Suite 300	Newport Beach	CA	92660	(949) 844-7077
Mary Vargas	9440 Reseda Blvd #200	Northridge	CA	91324	(818) 347-3400
David Brown	501 Canyon Road	Novato	CA	94947	(415) 985-7433
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Cameron Zerpoli	3333 Concours Street, Suite 7102	Ontario	CA	91764	(909) 966-5580
Aldo Bermudez	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 458-0509
Justin Johnson	3333 E Concours St Ste7102	Ontario	CA	91764	(909) 665-1080
Joe Gilmartin	3333 E. Concourse Ste. 7102	Ontario	CA	91764	(909) 321-9225
Teresa Akahoshi	3333 E. Concourse, Ste. 7102	Ontario	CA	91764	(909) 980-3250
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Natalie Delgado	158 West 3rd Street	Pomona	CA	91766	(909) 703-1433
David Andreiko*		Rancho Cucamonga	CA	91737	
Travis Thomas	437 Cedar St	Red Bluff	CA	96080	(916) 806-3377
Jeffrey M. Hornbuckle	1304 East Street, Unit 106	Redding	CA	96001	(530) 338-3308
Mike Littau	1445 VICTOR AVE	Redding	CA	96003	(530) 223-5600
Michael Moses	1255 WEST COLTON AVE SUITE 125	Redlands	CA	92374	(760) 242-4399
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Bobby Legate	946 Calle Amanecer, Suite F	San Clemente	CA	92673	949-383-5330
Spencer Tyler	946 Calle Amanecer, Suite F	San Clemente	CA	92672	(949) 335-5588
Kady Smith & Mark Pattison	3825 32nd Street	San Diego	CA	92104	(760) 688-7420
Lyle Sprung	7675 Dagget Street, Suite 300	San Diego	CA	92111	(858) 358-3730
Shawn Gartner	4501 Mission Bay Drive, Ste. 2F	San Diego	CA	92109	(858) 335-1213
Frederic Rault	4445 Eastgate Mall Suite 200	San Diego	CA	92121	(619) 573-4012
Annie Pham	2021 The Alameda, Suite 275	San Jose	CA	95126	(408) 333-9844
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Tina Jazinski	820 Walnut Street, Suite D	San Luis Obispo	CA	93401	(805) 466-9090
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Victor Echeverria Jr	1626 7th Street, Unit 112	Sanger	CA	93657	559)728-4850
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Alex Gudino	2112 E. 4th Street, Ste. 221	Santa Ana	CA	92705	(714) 831-2020
Roland Davis	27421 Fern Court	Santa Clarita	CA	91351	(661) 310-1008
Nicole Scott	27955 Smyth Drive	Santa Clarita	CA	91355	661-877-9994
Reid Nicol and Mary Nicol	25060 Avenue Stanford, Suite 255	Santa Clarita	CA	91355	(661) 495-2600
Jake Hall*		Somis	CA	93066	

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Bryan Watson	28693 Old Town Front Street, Suite 300-B	Temecula	CA	92590	(949) 304-1700
Greg Mauk*		Thousand Oaks	CA	91361	-
David Baker	2955 Moorpark Road	Thousand Oaks	CA	91360	(805) 491-2225
Sidney Jackson	21151 S. Western Ave Suite 136	Torrance	CA	90501	(310) 702-6658
Bernhard Hoehle	3868 Carson Street, Ste. 300	Torrance	CA	90503	(310) 831-4000
Steve Richardson	1145 geer rd	Turlock	CA	95380	(209) 850-4257
Flor DeMarr*		Tustin	CA	92782	-
Terri Duong	1442 Irvine Boulevard, #221	Tustin	CA	92780	(949) 506-2633
Adrian Landa	15431 Anacapa Road, Suite A	Victorville	CA	92392	(909) 295-4186
Tony Garcia	15431 Anacapa Road, Suite A	Victorville	CA	92392	(909) 657-0557
Kyle Degoey	309 Lennon Lane, Suite 102	Walnut Creek	CA	94598	925-322-6883
Daniel Lapicola	1261 Locust Street, Suite 57	Walnut Creek	CA	94596	(925) 954-1559
Chuck Crowell	2945 Townsgate Rd, Suite 200	Westlake Village	CA	91361	(805) 702-8440
Kris Lewis & Chad Garrett	10130 Groveside Avenue	Whittier	CA	90603	(562) 366-0018
Philip Miles	13104 Philadelphia Street #213	Whittier	CA	90601	562) 304-9442
Daniel Holloman	24374 Topacio Court	Wildomar	CA	92595	(951) 365-3436
Michael Ehrmann	20121 Ventura Blvd, Suite 105	Woodland Hills	CA	91364	818-465-6506
J.L.*		Yorba Linda	CA	92886	
Sean Hullender	12191 West 64th Avenue, Suite 100A	Arvada	CO	80004	(720) 898-8355
John Rames*		Aurora	CO	80013	
William Earthman	310 Market St	Basalt	CO	81621	(970) 658-5299
Regan McMahon*		Boulder	CO	80304	
Russell Germain*		-breckenridge	CO	-	
Keeley Essig	730 East Bridge Street	Brighton	CO	80601	(720) 307-5156
Tim Campbell	390 Interlocken Crescent Suite 350	Broomfield	CO	80021	(720) 734-2933
Marcus Coleman*	332 Crossing Circle	Castle Pines	CO	80108	(303) 529-0399
Mark Keller*		Castle Rock	CO	80104	
A.R.z*		Castle Rock	CO	80108	
Jared Deegan*		Castle Rock	CO	80104	

Dan Reynolds*		colorado springs	CO	80919	
Sheana Shea	805 Bayfield Drive	Colorado Springs	CO	80906	(719) 319-1106
Chad Penkhus	12265 Oracle Boulevard, Suite 200	Colorado Springs	CO	80921	(719) 387-7119
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
Kyleen Andrews	2020 North Academy Boulevard, Suite 214	Colorado Springs	CO	80909	(303) 285-1104
John Franklin	10782 Emerald Lane	Conifer	CO	80433	(303) 376-3622
Mark-Allen Zelasko**	1700 Lincoln Street, Suite 16-125	Denver	CO	80203	
Isaac Sotelo*		Denver	CO	80223	
Holly Frachetti*		Denver	CO	80222	
Kemper Del Smith	1040 South Gaylord Street Suite 13	Denver	CO	80209	(805) 914-5249
Lisa Lundquist	100 S Madison St Unit 3B	Denver	CO	80209	(720) 780-7727
Jeremy Costa	950 South Cherry Street, Suite 215	Denver	CO	80246	(720) 457-4141
Patricia Reimann	4045 Pecos Street, Suite 210-16	Denver	CO	80211	(720) 480-9763
Lukas Perry	835 Main Avenue, Suite 225	Durango	CO	81301	(720) 603-9199
Zachary Kirschstein	1099 Main Avenue, Suite 316	Durango	CO	81301	(970) 449-0064
Erin Carlson	65 Market Street, B2	Eagle	CO	81631	(970) 658-5331
Dino DiCarlo*		Erie	CO		
Wade Domier*		Firestone	CO	80504	
Stephen Dortch*	5425 Saratoga Circle	Fort Collins	CO	80526	
Diane Allen-Philips*	2439 Palomino Drive	Fort Collins	CO	80525	(303) 418-4479
Mike Leffler	2580 E Harmony Rd, Suite 311	Fort Collins	CO	80528	(970) 672-4574
Adrian Romano	155 North College Avenue, Suite 206	Fort Collins	CO	80524	(307) 635-2821
Andrew Kuntzman**	870 Orion Street	Golden	CO	80401	(303) 353-0333
Ken Avery*		Grand Junction	CO		
Cara Williams	571 25 Road, Suite 8	Grand Junction	CO	81505	(970) 818-5266
Chelsey Brown	6400 South Fiddlers Green Circle, #250	Greenwood Village	CO	80111	(303) 385-0511
Abbey Fuller	6400 South Fiddlers Green Circle, Suite 250	Greenwood Village	CO	80111	(303) 757-7241
Mo Musleh	9802 Bucknell Court	Littleton	CO	80129	(303) 381-1555
Dylan Nelson	2679 Main Street, Suite 717	Littleton	CO	80120	(720) 798-0887
Van Korell	5777 S. Rapp Street	Littleton	CO	80120	(303) 730-1651

Mario Perricone	2679 West Main Street Suite 300-722	Littleton	CO	80120	(720) 900-4212
Michelle Randel	727 Main Street	Longmont	CO	80501	(720) 863-7778
Gayle Cook	357 McCaslin Blvd	Louisville	CO	80027	(720) 713-7225
James Neuenberger	11990 Grant Street, unit 500	Northglenn	CO	80233	(303) 268-5577
Mallory Green**	8963 Woodmere Ct	Parker	CO	80134	(720) 740-7741
Marques Harris	16526 Keystone Boulevard, Suite A	Parker	CO	80134	(303) 382-5995
Christopher Smith	2486 Antelope Ridge Trail	Parker	CO	80138	(303) 268-5959
Jack Cox*		Peyton	CO	80831	(719) 253-2886
Sam Nocita*		Peyton	CO	80831	
Matt Moser	44 East Spaulding Avenue, Unit 3-11	Pueblo West	CO	81007	(719) 623-1744
T.D.*		Rifle	CO		
Rachel Unruh*		Severance	CO	80550	
Brett Allison	1855 Ski Time Square Dr	Steamboat Springs	CO	80487	(970) 821-9151
Janet Gonzalez	6129 East 143rd Avenue	Thornton	CO	80602	(720) 414-3403
Cory Pacey	11867 Bradburn Boulevard, Suite B	Westminster	CO	80031	(303) 276-6213
Wren McFadden	8690 Wolff Court, Suite 214	Westminster	CO	80031	(303) 268-0130
Mary Do & Trinh Nguyen	677 West 129th Place	Westminster	CO	80234	(303) 285-1103
Kylie Kroeplin	2861 West 120th Avenue, Suite 200	Westminster	CO	80234	(720) 689-5855
Justin Oldham	8690 Wolff Court, Suite 200	Westminster	CO	80031	720-301-4183
Alyssa Myers	4045 Wadsworth Blvd, Ste 306	Wheat Ridge	CO	80033	(303) 223-3966
Barry Wilson*		Windsor	CO	80550	
Martin Lisevick*		Avon	CT	06001	
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
Luigi Sinapi**		danbury	CT	06804	
Nathan Archer	100 Mill Plain Road	Danbury	CT	06812	(443) 223-1978
Nicholas Phillips	30 Old Kings Hwy S, Suite 225	Darien	CT	06820	(347) 579-7196
Travis Bokina*		Durham	CT	06422	(203) 988-5447
Benjamin Hoisington	29A South Main Street	East Windsor	CT	06088	(860) 724-4168
Kevin Pilz*		Glastonbury	CT	06033	

Scott & Andrew Zebendon	1 Trap Falls Rd Suite 210	Shelton	CT	06484	(203) 859-9333
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
Burgandee Schley	360 Bloomfield Avenue, Suite 301	Windsor	CT	06095	(959) 255-9308
William Roberts	4164 North Dupont Hwy Suite 10	Dover	DE	19901	(302) 467-2633
Ben Foust, Zachary Foust & Reese Earley*	23 East Sewell Street	Felton	DE	19943	(302) 295-1277
Mateo Andrade*		Georgetown	DE	19947	(302) 858-4962
Eric James	29134 Harmons Hill Road	Millsboro	DE	19966	(302) 295-1101
Craig Lytle	2700 Kirkwood Highway	Newark	DE	19711	302-842-8477
Kenneth Jester, Christopher Patille, & Brett Griffith	113 Abbigail Crossing, DE 19734	Townsend	DE	19734	(302) 662-0388
Brian Dougherty	5560 Kirkwood Highway	Wilmington	DE	19808	(302) 482-4611
Bob Sbraccia	2417 Lancaster Avenue, Suite 109	Wilmington	DE	19805	(302) 485-5508
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
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Stephanie De Las Salas & Klaus Karpf	20801 Biscayne Boulevard, Suite 340	Aventura	FL	33180	(305) 564-4634
Take 2 Insurance Corp	8177 Glades Road, Suite 6	Boca Raton	FL	33434	(561) 237-8305
Jared Krosley & Jonathan Krosley	5255 North Federal Highway, Suite 210	Boca Raton	FL	33487	(561) 453-3255
David Helfman	327 Plaza Real Blvd #215	Boca Raton	FL	33432	(561) 237-5480
Michael Masem	2405 Qunatum Blvd	Boynton Beach	FL	33426	561.299.1513
Patrick Gariepy	150 East Bloomingdale Avenue	Brandon	FL	33511	(813) 761-8705
Alexis & Maggie Del Valle	2222 Ponce De Leon Blvd Suite 300	Coral Gables	FL	33134	305-704-8147
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Luis Andrew Ruiz & Eric Gray	20325 Old Cutler Road	Cutler Bay	FL	33189	(786) 698-1605
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David Cheesborough	111 Southeast 1st Avenue, Suite 120-05	Gainesville	FL	32608	(954) 780-8775
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Dori Kunkle**		Jacksonville	FL	32224	
Justen Urraro	9050 Cypress Green Drive, Suite 402B	Jacksonville	FL	32256	(904) 789-4585
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Rick & Chase Hancock	12627 San Jose Blvd Suite 503	Jacksonville	FL	32223	(904) 982-6345
Dylan Leitman, John Kersey & George Temple**		Jacksonville Beach	FL	32250-2490	(757) 618-7534
Craig & Kristine Koproski	492 Osceola Avenue	Jacksonville Beach	FL	32250	(904) 478-8422
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Sean Petersen	1041 North Davis Avenue	Lakeland	FL	33805	(863) 345-7900
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Shannon Pollick	302 Buttonwood Lane	Largo	FL	33770	(727) 476-7544
Derek Thompson	14439 Woodland Spur Drive	Lithia	FL	33547	(813) 467-2255
Mike Friedly	1845 Collier Parkway	Lutz	FL	33549	(813) 906-2222
Joel Vargas	555 Winderley Place, Suite 300	Maitland	FL	32751	(407) 254-1732
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Chris Torres*	15282 Southwest 91st Lane	Miami	FL	33196	
Jullyana Cedeno	4634 Southwest 75th Avenue	Miami	FL	33155	(786) 706-7577

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Stephanie Velez	1317 West Broadway Street	Oviedo	FL	32765	(321) 696-0262
Jeremy Hawkins	1759 West Broadway Street	Oviedo	FL	32765	(407) 461-6883
Wendy & Greg Brick	434 North Central Avenue	Oviedo	FL	32765	(407) 987-3211
Zach Landis	112 S 6th Street	Palatka	FL	32177	(386) 271-4421
Theresa Heitman	2560 RCA Blvd Sute 115-A	Palm Beach Gardens	FL	33410	(561) 200-3620
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Tanya Johnson	1001 Riverside Drive, Suite E	Palmetto	FL	34221	(941) 867-8851
Shelley Hayworth	438 North Cove Boulevard	Panama City	FL	32401	(850) 462-7372
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Joey Kirkland	3 Miracle Strip Loop Ste B	Panama City Beach	FL	32407	850-312-4112
Stephani Grocher**		Pembroke Pines	FL	33025	(929) 471-7002
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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
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Frankie Fortunato	210 Royal Palm Beach Boulevard	Royal Palm Beach	FL	33411	(561) 237-8205
Michael Owens*		Saint Augustine	FL	32092	(904) 885-8811
Sev Tamayo	6277 A1A South, Ste. 102	Saint Augustine	FL	32080	(386) 569-7174
Zac Hoevelman	203 E 3rd Street	Sanford	FL	32771	(936) 577-6108
Kirk Tweedy*		Santa Rosa Beach	FL	32459	
Chris Parsons & America Jones	4837 Swift Road	Sarasota	FL	34231	(941) 259-1411
Ryan Mahoney & Blake Manhart - FL Agency	1819 Main Street, Suite 303	Sarasota	FL	34236	(561) 990-5771
Hazeltine Agency	1819 Main Street, Suite 303	Sarasota	FL	34236	(941) 375-2377
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	-
Ryan Haddix*		St. Augustine	FL	32084	
Kimberlee Stuart	159 Hampton Point Drive, Suite 4	St. Augustine	FL	32092	(904) 544-3799
Abraham Mathew	5179 Moore Street	St. Cloud	FL	34771	(407) 792-4886
Melissa Williams	498 Ponderosa Drive	St. Cloud	FL	34769	(407) 553-8472
Onyxia Delinois*		Sunrise	FL		
Marie Salas	10204 Northwest 47th Street	Sunrise	FL	33351	(954) 671-0282
Joan Wilson	3520 Thomasville Road, Suite 201D	Tallahassee	FL	32309	(850) 322-0789
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Naysha Clark, Valyn Lyons & India Green	5908 Trout River Drive, Apartment 202	Tampa	FL	33617	813-822-3911
Courtney Grandstrand	400 North Ashley Drive, Suite 1900	Tampa	FL	33602	(813) 524-5044

Steve Gilbert	550 N. Reo St. Suite 300	Tampa	FL	33609	(727) 219-1758
The Mellon Agency	331 Anclote Road, Suite 103	Tarpon Springs	FL	34689	727-493-4990
David Hernandez & Daniel Hernandez	1016 Clare Avenue, Suite 5	West Palm Beach	FL	33401	(561) 237-8511
Mike De Young	1950 N Commerce Pkwy, Suite 6	Weston	FL	33326	(954) 993-6198
Joshua Davis	1102 N. Main Street Suite E	Wildwood	FL	34785	(352) 303-7190
Gregory Summers	9100 Conroy Windermere Road, Suite 241	Windermere	FL	34786	(407) 794-1944
Fabio Silva	10140 Atwater Bay Drive	Winter Garden	FL	34787	(407) 307-2422
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
Brian C. Hambrick	1337 Benbrooke Lane	Acworth	GA	30101	770-726-8662
Rico A. Dixon**	100 North Point Center East, Suite 222	Alpharetta	GA	30022	
Daniel Chadwick & David Coury	11500 Atlantis Pl, Suite D-5	Alpharetta	GA	30022	(404) 600-1105
Josh Knight	4555 Mansell Road, Suite 300	Alpharetta	GA	30022	(770) 599-2277
Allen Washington*		Atlanta	GA	30316	
Ellena Park	950 West Peachtree Street Northwest, Suite 1805	Atlanta	GA	30309	(678) 884-0333
Brandon Herring & Ryan Dejon Smith	675 Ponce De Leon Avenue Northeast, Suite 104	Atlanta	GA	30308	(404) 595-2277
Riche Laguerre	1 Glenlake Parkway Suite 650 & 700	Atlanta	GA	30328	(470) 419-7778
Bob Almand & Patrick Risse	3550 Lenox Road NE Suite 21046	Atlanta	GA	30326	(770) 689-4883
Hayden Robbins	3017 Bolling Way NE Suite 150	Atlanta	GA	30305	(404) 348-4222
Alex Wilkinson & Jordy Broder	4651 Roswell Road, STE C204	Atlanta	GA	30342	(678) 389-6055
Jon Halland	1155 Perimeter Center West, Unit 10-106	Atlanta	GA	30338	(480) 576-2377
Christian Cornell	3017 Bolling Way NE, Ste 152	Atlanta	GA	30305	(404) 492-8303
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
Mike Justice	4295 Buford Dr #2E	Buford	GA	30518	(678) 999-7171
Todd E. Eyler & Rainy W. Lewis*		Cartersville	GA	30120	-

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
Amy Gibbs	300 WI Parkway, Suite 205	Dallas	GA	30132	(678) 385-4090
Luzmila Sanchez*		Dalton	GA	30721	-
Kimberly Watson	1007 Saint Charles Street	Dalton	GA	30721	(762) 847-0035
Sandra Jenkins	800 Old Dawson Village Road, Suite 120	Dawsonville	GA	30534	(706) 438-2776
Sam Samani	2180 Satellite Boulevard, Suite 400	Duluth	GA	30097	(678) 528-2260
Deanna Evans*		Fayetteville	GA	30214	
Randy Swearengin	6238 Wood Spring Court	Flowery Branch	GA	30542	(678) 590-0889
Gary Miller Jr	6105 Atlanta Highway, Unit C	Flowery Branch	GA	30542	(678) 8940833
Frank Warren	3631 Mount Vernon Road, Suite 202	Gainesville	GA	30506	(678) 884-0522
Brian Weeks	3631 Mount Vernon Road	Gainesville	GA	30506	(470) 317-7776
Laney Johnson	153 Echo Court	Hoschton	GA	30548	(770) 545-6213
Marissa Erwin	104 Hummingbird Lane	Kathleen	GA	31047	(478-226-4106
Sarah Bentley	125 Townpark Drive Suite 300, Office # 50	Kennesaw	GA	30144	(470) 460-5527
Carlos Luna**		Lawrenceville	GA	30043	
Damian Dixon*		LAWRENCEVILLE	GA	30043	(718) 971-3894
Kelepha Njie*	460 Clairidge Lane Southwest	Lawrenceville	GA	30046	
Tyler DeGuibert	2214 Baker Carter Drive	Loganville	GA	30052	(678) 748-3339
Lorrell Smith*		Macon	GA	31216	
Tanisha Johnson-Sutter*		Macon	GA	31204	(478) 788-7669
Marques Holloway	30 Whitlock Place	Marietta	GA	30064	(678) 540-4733
Bradley Hinton	3901 Mary Eliza Trace Northwest, Suite 204	Marietta	GA	30064	(678) 905-4299
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
Kyle Lairsey	567 Sears Road	Nahunta	GA	31553	(912) 428-7588
Everett Spencer	388 Bullsboro Drive	Newnan	GA	30263	678-437-1322
Ben Bloodworth	609 Main Street, Suite C	Palmetto	GA	30268	(404) 383-4144
Russ Godwin**	200 Bristol Street, Apartment 36	Perry	GA	31069	478-241-2204
Josh Bullock*		Rome	GA	30165	(678) 524-6118

Josh Thornley	1560 Warsaw Road Suite 10	Roswell	GA	30076	(678) 258-9044
Jason Cowen	821 Atlanta Street	Roswell	GA	30075	(678) 786-7499
Dave Lott	1 Diamond Causeway	Savannah	GA	31406	(912) 525-0521
Barry Gravitt	785 King George Boulevard Unit 107	Savannah	GA	31419	912) 525-2555
Kenny Woelpper	130 E. 39th Street	Savannah	GA	31401	(912) 527-7229
Randy Broner*		Snellville	GA	30039	
Anthony Thompson*		Suwanee	GA		(404) 401-6639
Chad Smith**		Valdosta	GA	31601	
Cheri Spickard	6874 Reinhardt College Parkway	Waleska	GA	30183	(678) 578-5949
Knox Johnson	215 Pendleton Street, Suite 314	Waycross	GA	31501	(912) 800-9022
Shawn Leheny	75 North Broad Street Suite 2000	Winder	GA	30680	(404) 407-5766
Alec Dickey**	164 Towey Trail	Woodstock	GA	30188	(770) 520-4566
Shannon Hudson	220 Heritage Walk, Suite 208	Woodstock	GA	30188	(470) 781-8886
Jim Batterson*		Burlington	IA	52601	
Ryan Hicks*		Cedar Rapids	IA	-	
Matt Sturdevant & Larry Thein	4726 North Brady Street	Davenport	IA	52806	563-386-7740
Josh Harms	27 South Main Street, Suite 130	Denison	IA	51442	(712) 560-9983
Heidi Brown	2416 Avenue H	Fort Madison	IA	52627	(319) 774-6305
Nathan Keppler	602 North Buxton Street	Indianola	IA	50125	(515) 513-4677
Pat Wilsbacher	2960 99th Street, Suite 1	Urbandale	IA	50322	(515) 631-5580
Leon Fitch	790 Southeast Willow Circle	Waukee	IA	50263	(515) 316-6077
Wade Bucknell*		Waukon	IA	52172	
Chad Christensen	3890 East 65th South	Ammon	ID	83406	(208) 519-7373
Marcus Neff*	298 East 400 North	Blackfoot	ID	83221	
Richard Parker & Marc Searl*		Boise	ID	83712	208-391-4908
Reid Coy*		Boise	ID		
Alex Frolov	5699 Orchid Way South	Boise	ID	83716	(208) 994-6941
Dan Canzone	9601 West State Street, Suite 103	Boise	ID	83714	(714) 477-6957
Melissa Tureaud	408 South Eagle Road Suite 205	Eagle	ID	83616	(208) 296-7511
Jerry Blakefield and Nick Christensen	408 South Eagle Road #205-32,	Eagle	ID	83616	(951) 268-9652

Paul Smit	408 South Eagle Road, Suite 205	Eagle	ID	83616	(310) 729-0624
Forrestt Payne*		Idaho Falls	ID		
Russell Svoboda	3129 South Silvertip Lane	Meridian	ID	83642	(208) 593-3526
Steven Doden	136 North Broadmore Way, Suite 201	Nampa	ID	83687	(925) 407-9900
Isaac Adams		Rigby	ID	83442	(208) 276-9924
Ben Longcor*		Star	ID	83669	
Jennifer Cook*		Twin Falls	ID	83301	
Francisco Erazo	1409 Commerce Drive	Algonquin	IL	60102	(773) 278-8037
Patrick Berger*		Alton	IL	62002	
Tim Schmeltz	8 West Campbell Street, Suite 201	Arlington Heights	IL	60005	(847) 558-2922
Walter Sheldon	8 W Campbell St Ste 201	Arlington Heights	IL	60005	(847) 481-8087
Todd Chambers	1800 E Northwest Hwy	Arlington heights	IL	60004	(773) 945-5479
Hal Baker	1000 Hart Rd, Suite 300	Barrington	IL	60010	(847) 276-2717
James Daech & Janet Varner	1507 18th Green Court	Belleville	IL	62220	618-577-0580
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
Jennifer Mosca*		Big Rock	IL	60511	(630) 248-8180
Kevin Boggs	181 South Bloomingdale Road, Suite 104	Bloomingdale	IL	60108	(312) 969-2773
Mark Pils	875 Feinberg Ct Suite 102	Cary	IL	60013	224-357-7657
Gene Guldbrandsen	405 Windsor Place, Suite B,	Champaign	IL	61820	(217) 671-8103
Oscar Lopez*		Chicago	IL	-	(630) 570-5703
Andrew Lasswell*		Chicago	IL	60613	
Steve Bishop	5200 North Damen Avenue	Chicago	IL	60625	(872) 713-7774
Laurie & Michael Bish	4421 W Irving Park Road	Chicago	IL	60641	(847) 647-9774
Andre Haywood	1739 E 87th St	Chicago	IL	60617	(773) 832-7111
Robin Jackson	1136 S. Delano Court West, Suite B201	Chicago	IL	60605	773-966-3756
Timothy Leyden	1165 N. Clark St., STE 302	Chicago	IL	60610	(773) 917-3040
Derek Martin	605 N. Michigan Avenue, Suite 458	Chicago	IL	60611	(618) 214-7725
Blake Mitroff	101 N. Main Street, Unit 17	Crystal Lake	IL	60014	(630) 526-8099
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Colt Halloran	1431 Opus Place, Suite 110, Office 159	Downers Grove	IL	60515	(630) 566-3660

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Kyle Biel*		Geneva	IL	60134	
Luke Langer	39W267 Warner Lane	Geneva	IL	60134	(331) 248-7022
Tonya Harris	821 West State Street, Suite G	Geneva	IL	60134	(331) 248-7144
Ryan Curi*		Glen Ellyn	IL	60137	(312) 726-3466
Yunus Hussein*	7667 West 95th Street, Suite 211	Hickory Hills	IL	60457	(708) 882-0577
Kristine Pokrandt	406 Green Bay Road, Suite 2	Highwood	IL	60040	(708) 858-1246
Gregory Mertes**		Homer Glen	IL	60491	(708) 712-3058
Andrew Danek*		Homewood	IL	60430	
Christopher Draegert & James Underwood	100 North Waukegan Road, Suite 209	Lake Bluff	IL	60044	(847) 447-2206
Zeyad Sbeih	702 South School Street	Lombard	IL	60148	(630) 672-3488
Mindi Dzuris**		Manteno	IL	-	
Stephen Raymond	407 South Inverness Street	Maple Park	IL	60151	(630) 755-0408
William Mombela**		Melrose Park	IL	60164	
Karen Juras	123 1st Avenue East Suite #2	Milan	IL	61264	(309) 272-3770
Ryan Gordy	13741 Elizabeth Lane	Mokena	IL	60448	(708) 277-6080
Jason Riha	18700 South Wolf Road, Suite 225	Mokena	IL	60448	
Mike Nolan	50 South Main Street, Suite 224	Naperville	IL	60540	(630) 300-3681
Brian Baldwin	18 West 140 Butterfield Road, Floor 15	Oakbrook Terrace	IL	60181	(630) 755-0418
Derek Tschudin	781 Sunset Boulevard, Ste 200	O'Fallon	IL	62269	(618) 589-0868
Eric Johnson	15255 South 94th Avenue, Fifth Floor	Orland Park	IL	60462	(312) 623-5337
Cameron Bell*		Oswego	IL	60543	
Teo Abrego	7110 127th Street, Suite 150	Palos Heights	IL	60463	(708) 713-5994
Nick Karas*		Palos Park	IL	60464	
Jen Ostalowski	1580 N. Northwest Highway, Suite 311-E	Park Ridge	IL	60068	(847) 696-6140
Brandes Cayson*	2404 West Cabana Court	Peoria	IL	61614	(309) 213-9230
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Chris Scavo	623 West U.S. 34	Plano	IL	60545	(773) 282-5422
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Rose & Carlos Gomez	3416 Blackhawk Road, Suite 205	Rock Island	IL	61201	309-402-0118
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De'Andre Hardy	6300 North River Road, Suite 500	Rosemont	IL	60018	(224) 354-1066
Jon Dadbin	6300 North River Road, Suite 500	Rosemont	IL	60018	(312) 680-6269
Jordan Phillips	6300 North River Road, Suite 500	Rosemont	IL	60018	(618) 215-2099
Duane Rice	1320 Tower Road, Suite 106	Schaumburg	IL	60173	(630) 586-6455
Rezwan Choudhury	9933 Lawler Avenue, Suite 444	Skokie	IL	60077	(224) 601-8535
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Branden Lawrence*		Taylorville	IL	62568	
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John DeVae	612 Executive Drive	Willowbrook	IL	60527	(630) 581-5255
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Kelly Miller*		Evansville	IN	47725	(812) 423-5491
Ashley Stone*		Evansville	IN	47715	(812) 479-9902 x 3852
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Joseph Guardiola	3484 Stellhorn Road	Fort Wayne	IN	46815	(260) 366-4931
Beth Crook	1319 Magnavox Way	Fort Wayne	IN	46804	(260) 999-5714
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Walter Brandon*		Indianapolis	IN	46254	-
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Hannah Melton*		Eddyville	KY	42038	-

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Brian Prentice*		Louisville	KY	40241	
Benjamin Roberts*		Louisville	KY	40222	
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Levi McDaniel	3000 Kingman Street, Suite 207	Metairie	LA	70006	504-584-8114
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Layla Almaliky	835 Mason Street, Suite B-300, Office A	Dearborn	MI	48124	7345195053
Kadhim Allohaibi*		Dearborn Heights	MI	48127	(313) 213-7268
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Steve Vander Ploeg	146 Monroe Center NW Suite 103	Grand Rapids	MI	49503	(269) 716-0714
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Robert Petrillo	2753 S. Milford Road	Highland	MI	48357	(248) 697-7943
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Michael Marougy	29600 Northwestern Hwy, Suite 107	Southfield	MI	48034	(248) 449-6950
Joe Manzella	21719 Harper Avenue	St. Clair Shores	MI	48080	313-314-6811
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Travis Jamil, Michael Novjanovski and Christopher Khemmoro*	3250 West Big Beaver Road, Suite 100	Troy	MI	48084	(248) 228-2243
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Judy Slade*		Greensboro	NC	27407	(336) 686-2081
Will Johnson & Brent Hayes	14889 U.S. 17 Suite C	Hampstead	NC	28443	(910) 635-0844
Jackson Kysar	14980 US Highway 17, Room #209	Hampstead	NC		(910) 390-6653
Barrie Booth	6495 Morehead Rd.	Harrisburg	NC	28075	(980) 819-4441
Kelly Macpherson	309 Hillspring Lane	Holly Springs	NC	27540	919-321-1172
Kassie Hardin	5629 Kirkstall Drive	Hope Mills	NC	28348	(910) 900-8855
Caesar Miramontes*	107 Ed Coles Court	Jacksonville	NC	28546	(910) 939-3255
Jennifer Dixon	6475 N Croatan Hwy Suite 103	Kitty Hawk	NC	27949	(252) 557-0884
Darrick McCallum	713 South Main Street	Laurinburg	NC	28352	(910) 900-4805
Mandy Kiser*		Lexington	NC	27295	tbd
Brandon Carter	3517 Summerfield Ridge Lane	Matthews	NC	28105	(704) 998-2242
Bill Medearis	624 Matthews-Mint Hill Road Suite 205	Matthews	NC	28105	(704) 288-5991

Keith Beck*		Mocksville	NC	27028	(336) 751-6207
Luis Pinto and Sjur Madasgard**		Mooresville	NC		(704) 754-5210
Greg Forest*		Mooresville	NC	28117	(704) 450-0189
Marshall Allen & Sean Coleman	816 Brawley School Road, Suite C	Mooresville	NC	28117	(704) 746-3326
Lloyd Louchez	106 Langtree Village Drive, Suite 301	Mooresville	NC	28117	(704) 496-0758
Heather Sargent	700 Arendell Street, Suite 5	Morehead City	NC	28557	(919) 439-7255
Jake Davis	5868 McCrimmon Parkway Unit 114	Morrisville	NC	27560	910-466-7926
Josh & Paige Francis**		Mount holly	NC	28120	(828) 289-6398
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
Oliver George*		Pittsboro	NC	27312	
Jennifer Shelton**		Raleigh	NC	27614	(919) 906-0538
Reginald Wright*		Raleigh	NC	27612	(919) 380-0405
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
Daryl Goines	3104 South Horner Boulevard	Sanford	NC	27332	919-589-8905
Jason Winn*		Shelby	NC	28150	(704) 482-7746
Janelle Argueta	129 South Birch Avenue Suite B	Siler City	NC	27344	(919) 439-0403
Jason Walters and Deanna Simpson*		Spring Hope	NC	27557	(252) 904-0357
Aimee Younglove*		Swannanoa	NC	28778	
Brian J. Davis*		Weaverville	NC	28787	(828) 658-2295
Gunnar Schultz	1608 Queen Street	Wilmington	NC	28401	(910) 475-1031
Eddie Jernigan	1221 Floral Parkway, # 208	Wilmington	NC	28403	(910) 758-0003
Peter Larson	205 Bradley Drive	Wilmington	NC	28409	(910) 408-3299
Frank & Casey Baron	3333 Wrightsville Ave, Unit G	Wilmington	NC	28403	(910) 672-7728
Lauren Nuqul	4701 Wrightsville Avenue, Unit 2108	Wilmington	NC	28403	(910) 249-6610
Carly Ezzell	3528 Adirondack Way, Unit 120	Wilmington	NC	28403	(910) 759-7653
James Sweatt	615 St. George Square Court, Suite 300	Winston Salem	NC	27103	(336) 346-8661
Lance Jenkins	190 Charlois Boulevard	Winston-Salem	NC	27103	(336) 900-6200

Rich Rankin	20 Gatekeeper Drive, Unit 300	Youngsville	NC	27596	(919) 728-1366
Amanda Cartlidge and Jesse Nichols	416 U.S. 1, Suite C	Youngsville	NC	27596	(919) 355-5360
Chad Johnson*		Fargo	ND	58102	
Christopher Boyanovsky	112 North University Drive	Fargo	ND	58102	701-540-9766
Dennis Roskop*		Arapahoe	NE	68922	
Wade DeKoning	121 Crest Drive	Beatrice	NE	68310	(402) 275-6330
Rosie Lucero	2121 North Webb Road, Suite 310	Grand Island	NE	68803	308-337-4646
Gregg Mooney	1102 West 4th Street	North Platte	NE	69101	(308) 330-0268
Jenni Iske*		Omaha	NE	68022	
Gregg Young & Ronald Covert	18135 Burke Street	Omaha	NE	68022	(531) 252-0819
Kyan Hass	720 South 30th Street, #308	Omaha	NE	68105	(402) 513-9644
Crystal Wilson	9819 South 168th Avenue, Suite F	Omaha	NE	68136	(402) 252-4812
Jake Nutter**		Manchester	NH	03104	
Stephen Mihalick	1 Chestnut Street, Suite 336	Nashua	NH	03060	978-935-2039
Peter Papatsoris	169 Daniel Webster Highway, Suite 306	Nashua	NH	03060	(603) 825-5199
Ray Lopez	170 Commerce Way Suite 200	Portsmouth	NH	03801	(603) 389-6229
Jude Logue	142 Batchelder Road, Suite 2	Seabrook	NH	03874	(603) 696-3100
Vincent Budesa**	58 US-46, Suite 102	Budd Lake	NJ	07828	(973) 435-2510
Andrew Arceri*		Clifton	NJ	07011	(973) 494-8006
Fabian Howe	415 New Jersey 34, Suite 116	Colts Neck	NJ	07722	(848) 260-2054
Joe Fukushima	1 Main St	Eatontown	NJ	07724	(732) 738-3900
Donald Wang*		edison	NJ	08817	
Anthony Rodriguez-Levicchi*		Elizabeth	NJ		
Daniel Shainheit	634 Wheldon Shivers Drive	Ewing Township	NJ	08628	(609) 806-0053
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
Kathleen Anello El Sabee	84 Park Avenue, Suite E 106	Flemington	NJ	08822	(908) 633-1799
Rod DeGuzman	4400 Route 9 South Suite 1000	Freehold	NJ	07728	(848) 800-4880
Hal Turner and Gabriela Kaplanova	45 S New York Rd, Suite 203	Galloway	NJ	08205	(609) 476-9229
Bill Smith	52 New Jersey 33, Suite 6	Hamilton	NJ	08619	(609) 630-4080

Lauren Libecci*		holmdel	NJ		
Anil Khemchandani	236 Possum Hollow Road	Jamesburg	NJ	08831	(732) 338-9168
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
Alex Camac	78 John Miller Way, Suite 1025	Kearny	NJ	07032	(201) 377-1530
Jessica Brown*		Lindenwold	NJ	08021	
Diana Delgado	22 Ridge Road, Second Floor, Suite 3	Lyndhurst	NJ	07071	(201) 422-2126
Michael Lanza*		Mahwah	NJ	07430	-
Vadim Vorobyov*		Manalapan Township	NJ	07726	
Michael McAndrews	2430 RT-34 Building B	Manasquan	NJ	08736	732) 372-4421
Mike Maguire	7 South Main St, Ste D	Marlboro	NJ	07746	(732) 361-2674
Gregory Graham	370 Esplanade, Apartment 20	Maywood	NJ	07607	(732) 993-5651
Franshell Rodriguez	18-20 Lackawanna Plaza, Suite 200	Montclair	NJ	07042	(914) 370-4233
Santiago Garcia	610 Franklin Avenue	Montclair	NJ	07042	(862) 658-6800
Joseph Hays	26 E 2nd St Suite C-1	Moorestown	NJ	08057	(856) 454-3119
Lauren Capresecco & Robert Malmud**	1200 South Church Street, Suite 6	Mount Laurel Township	NJ	08054	
Mohamed Kandil & Summer Elhendy	115 Route 46, Floor 2, Suite A5	Mountain Lakes	NJ	07046	(201) 323-4881
Jerome Fenton*		Newark	NJ	07104	
Monique Perry	569 Doctor Martin Luther King Junior Boulevard, Suite 306	Newark	NJ	07102	(973) 954-9300
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
J.G.*		Passaic	NJ	07055	
Haya Matari	1113 Main Street	Paterson	NJ	07503	(862) 214-7677
DJ Iorio & Eric Ulino	54 Broad Street Suite 200	Red Bank	NJ	07701	(732) 534-3766
Cesar Ortiz-Munera*		ROCKAWAY	NJ	07866	(551) 206-0636
Peter Lissade*		Roselle Park NJ	NJ	07204	
Ryan Fasano	280 Park Avenue, Unit 2	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
Tom Paterno**		Spring Lake	NJ	07762	

Joseph Giacobbe	1506 Kings Highway	Swedesboro	NJ	08085	(856) 288-9979
Erik Cruz	2214 Route 37 E	Toms River	NJ	08753	732-955-4779
Lynne Long	104 Reading Ave	Tuckahoe	NJ	08250	(609) 644-4779
David Robinson	460 Bloomfield Avenue	Verona	NJ	07044	908.738.1919
Wes Ramadan	502 Haddonfield-Berlin Road Suite #201	Voorhees	NJ	08043	(856) 300-0890
Verdi Kaba	1401 Valley Road	Wayne	NJ	07470	(973) 777-3411
Jesse Branson Jr.*	603 Bloomfield Avenue, Suite 2	West Caldwell	NJ	07006	(973) 435-2522
G.R.*		Albuquerque	NM	87120	
Richard Lawson*		Anthony	NM	88021	(757) 348-5046
Amy Shields	2455A Bosque Farms Boulevard, #A	Bosque Farms	NM	87068	505-966-9909
Rebecca Carlyle*		Clovis	NM	88101	
Tyler McDaugale*		Flora Vista	NM	87415	
Michelle Stecher*		Las Cruces	NM	88001	
Chad & Terry Peterson*		las cruces	NM	88013	
Fernando Telly**	561 Summer Winds Drive Southeast	Rio Rancho	NM	87124	(505) 308-7015
Jason Beall	2003 Via Esterlina Avenue Southeast	Rio Rancho	NM	87124	(505) 404-0997
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Braulio "Ramon" Arias-Lopez*		Las Vegas	NV	89147	
David Lu*		Las Vegas	NV	89178	(310) 996-7530
Brendon Walker	6532 Tangled Vines Avenue	Las Vegas	NV	89139	(702) 613-4175
Shailer Nicholas	1180 North Town Center Drive, Suite 100	Las Vegas	NV	89144	(725) 213-6011
Sergio Chavez	1315 South Maryland Parkway	Las Vegas	NV	89104	(702) 548-0745
Shaine Stevenson	11041 Rancho Destino Road	Las Vegas	NV	89183	(702) 790-0260
Erika Serrano	2117 Farmouth Circle	North Las Vegas	NV	89032	(702) 703-2331
Joseph Mascio	2305 Silver Clouds Drive	North Las Vegas	NV	89031	(725) 213-6002
Kevin Curtis*		Reno	NV	89523	
Kyle Huck	2855 Idlewild Drive, Suite 216	Reno	NV	89509	(775) 467-3788
Kevin and Lori Musico	9437 Double Diamond Parkway, Suite 18	Reno	NV	89521	(775) 460-2644
Joseph Romandetto	864 Willis Avenue, Suite 4	Albertson	NY	11507	(516) 471-1211
Angel Jimenez*		Bay Shore	NY		

Tracie Castiglione	10 Gateway Court	Bayville	NY	11709	516-755-7771
Phairris Nobile	960 Bellmore Ave	Bellmore	NY	11710	(516) 806-5335
James Russo	4111 Hempstead Turnpike	Bethpage	NY	11714	(516) 464-3644
Kevin Purdy*		Bohemia	NY	11716	(516) 283-5960
Mohammad Ahmed*		BROOKLYN	NY	11208	
Sarah Waldman*		Brooklyn	NY	11205	
Jacob Markowitz*		Brooklyn	NY	11211	
Tresia McDermott	332 Malcom X Blvd	Brooklyn	NY	11233	(347) 267-0137
Cristal Oliveras	741 Bushwick Avenue	Brooklyn	NY	11221	(718) 412-0406
Edward Bartel*		Buffalo	NY	14201	(716) 675-2000
Jacob Morris	134 Brush Creek Road	Buffalo	NY	14221	(716) 427-5290
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
Tse Senior	710 Ferndale Boulevard	Central Islip	NY	11722	(516) 471-1010
Tyler Bosch*		Cheektowaga	NY	14227	-
Charlie Rabadi*		Croton-on-Hudson	NY	10520	(480) 381-7282
David Friend*		Depew	NY	14043	
John A. Diaz III*		East norwich	NY	11732	(516) 661-9694
Anthony Arjoon	802 Meacham Avenue	Elmont	NY	11003	(516) 279-1745
Joseph Heckman	75 North Central Avenue, #200	Elmsford	NY	10523	(914) 363-6449
Kyle Nielander*		Fairport	NY	14450	
Grant Voges*		FARMINGTON	NY	14425	
Edwin Cabral*		Flushing	NY	11354	718-847-4747
Francheska Gomez*		Freeport	NY	11520	
Walter McKenna	1225 Franklin Avenue, Suite 325	Garden City	NY	11530	(516) 673-4999
Gene Faucella	50 Glen Street, Suite 106	Glen Cove	NY	11542	(516) 515-9320
Bruce Berry-Volpe	20 Warren Street	Glens Falls	NY	12801	(910) 987-9391
Eddy Pena	91 Broadway, Apartment 2	Harrison	NY	10528	(914) 709-7781
Joseph Austin	1295 Seawane Drive	Hewlett	NY	11557	(917) 410-8022
Bruce Katz*		Hicksville	NY	11801	(516) 473-1769
Mark Gustinvil	174 Avenue B	Holbrook	NY	11741	(631) 824-0588
Scott Savoia*		Holtsville	NY		

Marisa Gee*		Hopewell Junction	NY	12533	
Brian Carswell	7 East Carver Street	Huntington	NY	11743	(516) 399-2420
Ryan Mcdermott	1 Solar Way, Suite 211	Latham	NY	12110	(518) 375-8855
Thomas Robertson*		Levittown	NY		
Steven Grosse*		LITTLE NECK	NY	11363	(631) 888-3700
Marc Schneider	445 Broad Hollow Rd. Suite 25	Melville	NY	11747	(917) 670-1202
Trevor Jones	606 Middle Country Road	Middle Island	NY	11953	(631) 533-9488
Errol Boreland*	6 Victorian Court	Milton	NY	12547	(914) 785-0180
Douglas Torpie*		New Rochelle	NY	10801	(914) 834-8600
Chris Burton	72 East Main Street, Unit 7	New Rochelle	NY	10801	(914) 312-7123
Jennifer Saez*		New York	NY	10019	
Marilyn Cancroft	90 Broad Street, Suite 354	New York	NY	10004	(631) 551-8633
Chris Lavelle	211 East 43rd Street, Suite #609	New York	NY	10017	(332) 334-6577
Mark Ronzoni*		New York City	NY	11050	
Lashama Norman	1301 Deer Park Avenue	North Babylon	NY	11703	(631) 683-8844
Robert Todd	218 North Main Street	North Syracuse	NY	13212	(680) 697-2550
Tomas Figueroa*		ozone park	NY	11416	
Don Pawluk	1303 Main Street	Port Jefferson	NY	11777	(631) 812-5499
Matthew Lontos*		Queens	NY	11375	
Dane Anker*		Queens	NY	11373	-
Sean Yang	36-60 Main Street, 2nd Floor	Queens	NY	11354	(917) 765-1755
Albert Meneses	84-49 168th Street	Queens	NY	11432	(516) 471-1200
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
Nicole Roman*	45 Pollard Avenue	Rochester	NY	14612	(585) 504-4014
Glen Ziccarelli	25 Canterbury Road, Suite 100	Rochester	NY	14607	(585) 505-6305
Matt Green	4138 W Henrietta Rd	Rochester	NY	14623	(585) 633-7433
Kimberly Kelly	43 Clinton Avenue, Suite 1B	Rockville Centre	NY	11570	(516) 320-8233
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
Erika Carosone	2 Overhill Road, Suite 400	Scarsdale	NY	10583	(914) 406-0610

Jalissa Watson*		Schenectady	NY	12303	
Douglas and Christopher Delisle	444 New York 111	Smithtown	NY	11787	631-546-5340
Frank Bruno*		Staten Island	NY	10306	
Joseph Lauro*		Syracuse	NY	13219	
George Ballane	1 Kings Highway	Tappan	NY	10983	(845) 747-5800
Alex Lee*		Uniondale	NY	11553	
Mohamed Elmarasy**	2150 Oriskany Street West	Utica	NY	13502	(315) 291-0190
Joseph Lesly Desinor*	638 Colfax Place	Valley Stream	NY	11581	(516) 620-8711
Stephanie Rodriguez	2079 Wantagh Avenue	Wantagh	NY	11793	(516) 888-5299
Kelly Wheaton*		Webster	NY	14580	
Donna Gage*		West Harrison	NY	10604-1126	
John T. Sules	44 Mamaroneck Avenue, Suite C	White Plains	NY	10601	(914) 216-7322
Anna Marin	152-53 10th Avenue, Suite 223	Whitestone	NY	11357	(929) 822-7799
Richard Arana*		Yonkers	NY	10701	
Joseph Nohra*		beachwood	OH	44122	(330) 544-1816
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Jackie O'Neill	4555 Lake Forest Drive, Suite 650	Cincinnati	OH	45242	(513) 813-4122
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Derick Cooper	601 South High Street, Suite 103	Columbus	OH	43215	(614) 678-5565
Sam Moore	7716-7720 Rivers Edge Drive	Columbus	OH	43235	(614) 335-9001
Kevin Gavitt	3578 Niles Cortland Road Northeast, Unit B	Cortland	OH	44410	(234) 279-4260
Susan McCrabb	5131 Post Road, Suite 396	Dublin	OH	43017	(614) 948-6612
Scott Krouse & Mike Dunson	6543 Commerce Parkway, Suite D	Dublin	OH	43017	(419) 296-1347
Julie Light	5650 Blazer Parkway, Suite 143	Dublin	OH	43017	(614) 401-2999
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Paul Roberts	135 North Hamilton Rd	Gahanna	OH	43230	(614) 335-4332
Timothy Monroe	5850 Darrow Road	Hudson	OH	44236	(330) 468-0800
Gregory Wallace II*		Lebanon	OH	45036	
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John Sekora*		Newton Falls	OH	44444	
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Judson Carnes*		Thornville	OH	43076	(614) 783-6235
Armen Tovmasyan*		Willoughby Hills	OH	44092	-
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Joseph Henley	1305 West Durham Street	Broken Arrow	OK	74011	918-882-0070
Micheal Sharp	3010 Enterprise Boulevard, Suite E1,	Durant	OK	74701	580-634-5803
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Jarrad McMillan	1015 Waterwood Parkway, Suite G, Unit E-2	Edmond	OK	73034	(318) 505-9653
Patricia Hart	930B Robtrice Court, Suite 1	Edmond	OK	73034	(405) 803-8108
Jeffrey Stokes	780 N Santa Fe Ave	Edmond	OK	73003	(405) 803-8133
Kirsten Rowton & Jeffrey Crawford	414 East 3rd Street, Suite C	Grove	OK	74344	(918) 308-9040
Brian Davis*		Marlow	OK	73055	
Cathy Lawrence*		Norman	OK	-	-
Kyra Kaffenberger	2500 Boardwalk Street, Suite 219	Norman	OK	73069	(405) 754-6488
Jeff McCormick	4320 Adams Rd	Norman	OK	73069	(539) 202-8933
Tony Wilson	5929 North May Avenue, Suite 209	Oklahoma City	OK	73112	(405) 724-3648
Michael Falen	11900 North MacArthur Boulevard, Suite A-1	Oklahoma City	OK	73162	(405) 724-6639
Candace Robinson**		Stillwater	OK	74074	(405) 377-8885
S.S.*		Stillwater	OK	74074	
Walter May**		Tulsa	OK	74145	
Alex Miller*		Tulsa	OK	74017	
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Kathryn Canada	804 South Mustang Road, Suite 105	Yukon	OK	73099	(405) 724-6433
Thomas Synovec	16311 Southwest Gemstone Court	Beaverton	OR	97007	(503) 535-0499

Alma Morgan Moreno	13375 Southwest Henry Street, Unit C	Beaverton	OR	97005	(503) 765-5504
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Ken Shonk	15431 South East 82nd Drive, Suite K	Clackamas	OR	97015	(503) 675-2247
Laurence Verga	2179 Marlow Lane	Eugene	OR	97401	(503) 820-2377
Kevin Reimer	1140 Willagillespie Rd, Ste 13	Eugene	OR	97401	(541) 512-7008
Darrin West	541 Willamette Street, Suite 309	Eugene	OR	97401	(541) 512-7177
Cheri Long		Eugene	OR	97401	(541) 306-3702
Krysta Chavez	3640 Summers Lane	Klamath Falls	OR	97603	(541) 897-9644
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Gabe Sellers*		Medford	OR	97504	
Scott Wilson**	1017 Southwest Morrison Street, Suite 505	Portland	OR	97205	503-334-0960
Ryan Coffman*		Portland	OR	97221	
Josh Kuchenmeister*		Portland	OR	97219	
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Amie Lyons	5100 Tilghman Street Suite 170	Allentown	PA	18104	(610) 365-1532
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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
Brad Braddock	312 S Vine St	Carmichaels	PA	15320	(724) 966-2277
Lisa Carr	800 N. Bell Avenue, Suite 135	Carnegie	PA	15106	(412) 719-8961

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Robert Brown	225 Wilmington West Chester Pike, Suite 213	Chadds Ford	PA	19317	484-482-8396
Ed Ennis	292 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
Dan Stauffer*		Chambersburg	PA		(717) 328-3136
Korey Paff	375 Floral Avenue, Ste 105	Chambersburg	PA	17201	(717) 477-5107
John Harris*		DARBY	PA	19023	
Mehrez Soui**	5038 Rebecca Fell Drive	Doylestown	PA	18902	(267) 899-0824
Zac Bihler*		Erie	PA	16506	(814) 460-3586
Khy 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
Joseph O'Gara	580 Virginia Drive, Suite 130	Fort Washington	PA	19034	(610) 871-4662
Joe Hutchison	220 Chesapeake Drive	Gibsonia	PA	15044	412-546-0173
Tyler Hissong	1 Center Square, Suite 6	Hanover	PA	17331	(717) 521-8182
Ross Cleveland	1301 Colonial Club Drive, Suite F	Harrisburg	PA	17112	(717) 718-5798
Mary Murphy	2400 David Drive	Havertown	PA	19083	(484) 626-0226
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
Jake Brendle	1630 Manheim Pike	Lancaster	PA	17601	(717) 844-6311
Mel Carwile	2669 Lilitz Pike, Suite E/F	Lancaster	PA	17601	717-295-4537
Emily Shenk	500 Delp Road	Lancaster	PA	17601	(223) 244-5544
Eric Kelshaw*		Landisville	PA	17538	
David Brito*		Leghigh Valley	PA	18052	
Christopher Fleegal*		Lemont	PA	16851	
Michael Ferraro*		Lincoln University	PA	19352	
Joel Skundrich	55 North Water Street, Suite A7	Lititz	PA	17543	(717) 733-7373
David Tomlin	5 Great Valley Parkway, Suite 269	Malvern	PA	19355	(610) 871-4644
Alan Shomo	5 Great Valley Pkwy	Malvern	PA	19355	(610) 477-2899
Todd Kitchin	210 West Front Street, Suite 201	Media	PA	19063	(484) 577-3255

Al Merritt*		Moon Twp	PA	15108	
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
James Morelli	1364 Welsh Road, Suite A201	North Wales	PA	19454	(610) 871-5506
Stephanos Haviaras*		PA	PA	19115	
Will Carabasi*	50 South 16th Street, Suite 1700	Philadelphia	PA	19102	610-229-0107
Michael Yeager*		Philadelphia	PA		(215) 436-1234
Kevin Murray*		Philadelphia	PA	19114	
Ethan Morris*		Philadelphia	PA		
Alessia Moiseeva*		Philadelphia	PA	19128	
Ken Stella*		Philadelphia	PA	19145	
Jarrell Spence*		Philadelphia	PA	19139	
Ali Abdelaziz	9237 Frankford Avenue	Philadelphia	PA	19114	(215) 454-7655
Diane and George Kweder	1521 West Oregon Avenue	Philadelphia	PA	19145	(267) 551-3320
Thomas Flynn & Candy Vigorita	6751 Norwitch Dr Suite 2	Philadelphia	PA	19153	(215) 710-8786
Joe Parson	2604 E Allegheny Ave	Philadelphia	PA	19134	(267) 968-1577
Lee Plummer	7618 Castor Avenue	Philadelphia	PA	19152	(215) 888-9984
Jose Melendez	2600 East Cumberland Street	Philadelphia	PA	19125	(215) 987-3778
Dante Plutko*	1323 Chartwell Drive	Pittsburgh	PA	15241	(412) 447-8358
Chris Schmidt & Mike Hanley	3559 Bigelow Boulevard, Suite 200	Pittsburgh	PA	15213	(412) 746-5858
Scott Davis	146 Grant Street	Pittsburgh	PA	15219	(412) 305-5744
RJ Startzenbach	547 Lincoln Ave, Ste #3	Pittsburgh	PA	15202	(412) 200-6323
Tiderro & JeAndre Williams	201 Penn Center Boulevard, Suite 418	Pittsburgh	PA	15235	(412) 676-7188
Matt Sundermier*		Pottstown	PA	19464	
Brad Coley	122 W Lancaster Ave	Reading	PA	19607	(484) 838-6088
Samantha Bauer	103 Pittsburgh St.	Saxonburg	PA	16056	(724) 510-0200
Michael Conway*		Washington	PA	15301	(724) 222-6888
Josh Davis*	1519 Scarborough Court Unit 103	West Chester	PA	19380	(610) 424-6559
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
Jeff Roth	100 N Wilkes-Barre Blvd Suite 403	Wilkes-Barre	PA	18711	(570) 408-1640
Frank Ramos*		Wyomissing	PA	19610	

Tony Beirne*		Yardley	PA	19067	
Matthew Marinelli	301 Oxford Valley Road, Suite 1602A	Yardley	PA	19067-7721	(267) 551-3395
Kelvin Taveras*		Johnston	RI		
Ken Cloutier	2000 Warwick Avenue, Suite 1	Warwick	RI	02889	(401) 244-5844
Drew Siders	228 Richland Ave NW, Suite 4	Aiken	SC	29801	(803) 830-5477
Tanner Russell	24 Brittle Fern	Bluffton	SC	29910	843-733-4592
Blake Robertson	12-A Carriage Ln	Charleston	SC	29407	(843) 790-9321
Brian Conroy	124 Running Fox Road	Columbia	SC	29223	(803) 881-9968
Barrett Hurd & Jermaine Johnson	919 True Street, Suite A#2	Columbia	SC	29209	(803) 403-1107
Timothy Frank	300 Long Pointe Ln, Suite 220-Q	Columbia	SC	29229	(803) 832-0808
Matthew Stalvey	1320 Main St, Ste 300	Columbia	SC	29201	(803) 403-1559
Amy Kelley & Jeremy Bradshaw*	106 Abbey Road	Elgin	SC	29045	803-759-2205
Jon Weiss Jr*		Florence	SC		
Cameron Michael & Storm Jacobs	150 North Dargan Street, Suite 105	Florence	SC	29506	(843) 438-2156
Doug Jones*		Fort Mill	SC	29715	(803) 327-1187 x25
Ellen Colberg	1365 Broadcloth St, Ste 202	Fort Mill	SC	29715	(803) 630-5244
Chris Hogan	1171 Market Street Suite 201	Fort Mill	SC	29708	(803) 939-9905
Ashby Clark*		Greenville	SC		
Hayden Watkins*		Greenville	SC	29615	
Jacob Gregory	107 Chinook Drive	Greenville	SC	29607	864-751-0626
Noah Whitehead and Grayson Bell	301 Augusta Street, Suite 301	Greenville	SC	29601	(864) 751-0602
Jonathan Ryan & Ethan Hinkle	217 West Stone Avenue	Greenville	SC	29609	(864) 987-8255
Nicholas Hill	217 West Stone Avenue	Greenville	SC	29609	864-529-9566
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
Lance Pittman	550 Memorial Drive	Greer	SC	29651	(864) 699-4511
Meg O'Toole Herman	32 Office Park Road, Suite 305	Hilton Head Island	SC	29928	(404) 229-7730
Luke Keown	600 Due West Road	Honea Path	SC	29654	(864) 305-4266
Sherri and Randy Murdock*		Irmo	SC	29063	
Matthew Foote*		Johns Island	SC	29455	

David Varnadore*		Lexington	SC	29072	(803) 391-9048
Christopher Petty*		Lexington	SC	29072	(803) 957-3023
Gary Blight*		Lexington	SC	29072	(803) 951-3299
Michael Elkins	136 Longingly Lane	Lexington	SC	29072	(803) 580-2994
Turner Hickson	120 Renaissance Circle, Suite 5	Mauldin	SC	29662	(864) 626-5499
Brian Hebebrand*		Mount Pleasant	SC		
Michael Pack	2748 Palmetto Hall Boulevard	Mount Pleasant	SC	29466	(803) 715-5305
A.D. Lewis	503 Wando Park Boulevard, Office 205L	Mount Pleasant	SC	29464	(843) 800-1384
Matthew Winebrenner	1240 Winnowing Way Suite 102	Mount Pleasant	SC	29466	(843) 936-1993
Lisa Kelly	1240 Winnowing Way Suite 102	Mount Pleasant	SC	29466	(843) 998-7060
Ray Finocchio*	2060 Summer Rose Lane	Myrtle Beach	SC	29579	(843) 585-0210
Leigh Sullivan	1004 29th Avenue North, Suite E	Myrtle Beach	SC	29577	(854) 800-3317
John Allen	2657 Ophelia Way	Myrtle Beach	SC	29577	(803) 233-2399
Margaret Mann*		N Charleston	SC	29405	
Ryan Kight	336 Georgia Avenue, Suite 206D	North Augusta	SC	29841	(803) 766-7799
Lee Maynor	1019 Highway 17 South, Suite 118	North Myrtle Beach	SC	29582	(843) 502-6007
Victoria Delorso	4693 Columbia Road Northeast	Orangeburg	SC	29118	803-906-9012
Alfonzo Hamlin*	623 Corsih Place	Rock Hill	SC	29730	(980) 357-5988
Stuart Starnes	331 East Main st. Suite 200	Rock Hill	SC	29730	(803) 580-5511
Corey Carroll*	15 Equestrian Court	Simpsonville	SC	29680	(864) 420-0089
Walter Cantwell**	1930 Old Reidville Road	Spartanburg	SC	29301	(864) 580-7055
Tyrone Barker	1518 John B White Blvd #7	Spartanburg	SC	29301	(864) 641-1452
Maureen Kunzmann	515 Singing Bush Avenue	Summerville	SC	29486	(854) 800-1554
Jennifer Dasinger	100 Corporate Way, Suite 200	Summerville	SC	29483	(854) 222-9661
Margie Burgess*		Sumter	SC	29154	(803) 847-8143
Leslye Park	708 Kings Hill Street	Taylors	SC	29687	(864) 349-2401
Dana McMahan	355 St Mark Rd	Taylors	SC	29687	(252) 320-7609
Ron Acker*		Williamston	SC	29697	(864) 848-1333
Matt Rankin	162 Foxglen Lane	Andersonville	TN	37705	(865) 630-0244
Andrew Millsaps	130 East Washington Avenue, Suite 5	Athens	TN	37303	(423) 617-0866
Steven & Allie Page**		Brentwood	TN		(630) 408-1681

Nate Stalnaker	516 Holston Avenue, Suite 202	Bristol	TN	37620	(423) 464-4211
Hank Dehart*		Chattanooga	TN	37404	(423) 777-5300
Steven Ferman	300 Ashland Terrace	Chattanooga	TN	37415	(423) 558-0338
James Bynum*		Cleveland	TN	37311	(423) 790-7757
James Green*		Collierville	TN		(901) 568-4149
David McDowell	545 Ellie Cove	Collierville	TN	38017	(901) 701-1881
Timothy Ross	610 North Garden Street, Suite F	Columbia	TN	38401	(805) 586-2866
Jason Sebastian*		Cookeville	TN		(615) 462-5626
Glenn Trew and Hawk Cornwell	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
Patricia Rode*		franklin	TN		
Matthew Warren	101 Creekstone Boulevard #103	Franklin	TN	37064	(615) 716-1220
Joe Reever	231 Public Square, Suite 300	Franklin	TN	37064	(629) 230-9332
Whitney Lane	8596 Farmington Boulevard, Suite 1	Germantown	TN	38139	(901) 430-9233
Chad Isern	8463 Rothchild Road	Germantown	TN	38139	(901) 664-3911
Jonathan Blayney	315 West Main Street, Suite 204	Hendersonville	TN	37075	(629) 895-4799
Ron Tharpe	40 Sebastian Drive	Jackson	TN	38305	(731) 513-5220
Jason Farris	507 Harmon Lane	Jefferson City	TN	37760	(865) 505-0023
Suzanne Mubarak	1260 Arborbrooke Drive	Knoxville	TN	37922	(865) 381-3960
Amanda Riggs	7121 Regal Lane, Suite 217	Knoxville	TN	37918	(865) 381-9699
Michael Grimes	7715 Oak Ridge Hwy	Knoxville	TN	37931	(865) 381-9633
Janet Aertker	272 North Military Avenue, Suite 204	Lawrenceburg	TN	38464	615-567-5298
Debby Dirmyer	272 North Military Avenue, Suite 200	Lawrenceburg	TN	38464	(832) 4603408
Claudia Hoffman*		Medina	TN	38355	
Josh Roman*		Memphis	TN	38117	(901) 683-8600
Bennie Ray III*		Memphis	TN		
Barrett Heffington	176 South Humes Street	Memphis	TN	38111	(901) 272-8004
Josh Mays	285 German Oak Drive, Suite 102	Memphis	TN	38018	(901) 567-2977
Jonathan R. King & Marcus Heflin	2055 North Mount Juliet Road, Suite 100	Mt. Juliet	TN	37122	(615) 277-2023
Devon Eubanks	636 Grassmere Park #130A	Nashville	TN	37211	(615) 810-8531

Tyler Roberts	40 Burton Hills Boulevard #249	Nashville	TN	37215	(629) 236-5511
Kevin Michelson	805 Bradford Ave	Nashville	TN	37204	(629) 206-9925
Scot Hubert	3017 Ambrose Avenue	Nashville	TN	37207	(615) 924-9684
Bhuwan Nepal	1453 Bell Road, Suite 106	Nashville	TN	37211	(615) 994-1745
Mandy Strube*		Readyville	TN	37149	
Kevin Smith*	4 Ridgerock Drive	Signal Mountain	TN	37377	
Debbie Hudson	8961 Dayton Pike Suite B	Soddy Daisy	TN	37379	(423) 405-6333
Bo Harden	325 Red Oak Trail	Spring Hill	TN	37174	931-262-2848
Candace Jenkins	2032 Callaway Park Place	Thompson's Station	TN	37179	(629) 895-3881
Hogan Reeves & Matthew Ferreira	209 South Pioneer Drive	Abilene	TX	79605	(214) 432-7881
Brody Elston	3274 South 27th Street	Abilene	TX	79605	(325) 333-4380
Darin Tubbs	401 N FM 1187	Aledo	TX	76008	(817) 754-1630
Andrew McCulloch	1015 Champions Drive, Suite 100	Aledo	TX	76008	(682) 312-2544
Irene Zuniga	708 Westgate Drive	Aledo	TX	76008	
Marvin Ignacio	401 Alden Way	Allen	TX	75013	(469) 552-9558
Chris Cuellar and Eric Gomez	940 Ridgeview Drive, Bldg A, Suite 110B	Allen	TX	75013	(214) 544-6616
Tony Smith and Geoff Comstock	203 S Allen Dr	Allen	TX	75013	(972) 491-1965
Eric Curran	315 North Shary Road	Alton	TX	78573	(956) 303-3388
Jillian Otto	2955 Highway 6	Alvin	TX	77511	(319) 389-5182
Kira Mullins	6900 I-40, Suite 180	Amarillo	TX	79106	(806) 642-4899
Kevin Ward	7420 Golden Pond, Ste. 400	Amarillo	TX	79121	(806) 391-1533
Lisa Link	3955 S. Soncy Ste. 203	Amarillo	TX	79119	(806) 476-0733
Chris Self	3505 Olsen Blvd, Suite 102	Amarillo	TX	79106	(806) 641-1933
Landry Lloyd	5701 Time Square Blvd, Ste. 305	Amarillo	TX	79119	(806) 364-3161
Bill Jaquay	4005 Technology Drive, Ste. 1008-D	Angleton	TX	77515	281-383-9300
Gracie Davis*	1615 West Abram Street, Suite 200-B	Arlington	TX	76013	(214) 216-1290
Jose Hernandez*	820 Station Drive Suite 106	Arlington	TX	76015	214-894-8280
Thomas Nicholas*		Arlington	TX		
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Brian Wolf	701 Highlander Boulevard, Suite 400	Arlington	TX	76015	(469) 384-2215

Casaundra Regal	701 Highlander Boulevard, #130	Arlington	TX	76015	(817) 382-1813
Richard Tonihka	5609 Southwest Green Oaks, Ste. 106	Arlington	TX	76017	(817) 286-2002
Christopher Reince	1807 West Park Row Drive	Arlington	TX	76013	(817) 809-8611
Alex Morris*	901 South Mo-Pac Expressway, Building 4, Suite 125,	Austin	TX	78746	(512) 675-4015
Haileigh Oliver*		Austin	TX	78704	
Drew McSpadden*		Austin	TX	78757	
Mark Hairston*		Austin	TX	78703	(737) 292-3599
Rupa Ram*		Austin	TX	78759	
Jordan Krinsky	1300 Newning Avenue, Unit 202	Austin	TX	78704	(737) 273-9292
Scott Schaefer	9606 North Mopac Expressway, Suite 900	Austin	TX	78759	(512) 633-7943
Zack Lofton	1515 South Capital of Texas Highway, Suite 205	Austin	TX	78746	(512) 382-2744
Caleb Glenn	7800 Shoal Creek Boulevard, Suite 100N	Austin	TX	78757	(512) 887-1220
Rhys Malen	1106 Clayton Lane, Suite 207E	Austin	TX	78723	(512) 596-0002
Jim Jaco	7500 HIGHWAY 71 W, STE 202	Austin	TX	78735	(512) 829-0090
Ryan Griffin	9737 Great Hills Trail #200	Austin	TX	78757	(512) 731-1724
Jon Garcia	8656 HWY 71 West, Building D Suite 200	Austin	TX	78735	(512) 826-3058
Neil Guayante	7500 State Highway 71, Suite 202	Austin	TX	78736	512-975-3266
Jacob Metcalf	7500 State Highway 71, Suite 203	Austin	TX	78735	(214) 240-8838
Mike Ames	11350 Four Points Drive, Ste. 1	Austin	TX	78726	(512) 637-1362
Gladys Cruz	14101 West Hwy 290, Bldg 1400c	Austin	TX	78737	(512) 693-8083
Ramon Siqueiros	11350 Four Points Drive, Ste. A	Austin	TX	78726	(512) 355-7471
Mike Wilburn	11350 4 Points Drive, Suite A	Austin	TX	78726	(512) 743-8210
Guy Wehman	11350 Four Points Dr. Suite A	Austin	TX	78726	(512) 887-3942
Shamyra Jeremiah	108 Wild Basin South, Suite 250	Austin	TX	78746	(512) 960-2580
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Ashley Taylor	1208 Decker Dr., Suite 210	Baytown	TX	77520	(281) 513-8872
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Michael Kordewick	2701 Brown Trail, Suite 104	Bedford	TX	76021	(214) 919-9211
Joel Tipton	2701 Brown Trail, Office 104	Bedford	TX	76021	(972) 402-5688
Kyle Freitag	423 E Main St, Suite 5L	Bellville	TX	77418	(979) 865-6009
Tina Butler	2271 Elm Grove Road	Belton	TX	76513	(254) 730-4902
Toby Brooks	1920 N. Main Street, Ste. 102	Belton	TX	76513	(254) 231-0402
Jason Labbe'	903 East 6th Street	Bishop	TX	78343	(361) 232-5517
Cody McJunkins*		BLUE RIDGE	TX	75424	
Donovan Albright	27322 Camellia Trace	Boerne	TX	78015	(210) 866-3370
Rene Longoria*		Brownfield	TX	79316	
Mandi Flores*	703 South Lane	Brownfield	TX	79316	
David Chilcote	311 N Center Ave	Brownwood	TX	76801	(972) 402-5593
Jeff Horak	3091 University Drive East, Ste. 120	Bryan	TX	77802	(979) 595-8685
Bryanne Mayo	503 South Loop 4, Suite A	Buda	TX	78610	(512) 900-3155
Lesli Mims	503 South Loop 4, Unit B	Buda	TX	78610	(737) 881-7811
Kevin Baker*		Burleson	TX	76028	
Marcus Becerra	388 SW Johnson Avenue	Burleson	TX	76028	(817) 764-2592
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Doug Crawford	2340 E. Trinity Mills #300	Carrollton	TX	75006	(972) 217-9146
Lorena Korpela	1908 Yaupon Trail, Unit 206, Office #2	Cedar Park	TX	78613	(512) 201-2981
Michael D'Ambrosio	715 Discovery Blvd., Suite 406	Cedar Park	TX	78613	(512) 212-3900
Jake Aldinger	715 Discovery Blvd, Unit #406	Cedar Park	TX	78613	(737) 232-2246
John Camper*		Chandler	TX	75758	(903) 849-1900
Todd Thomas	1300 Bay Area Blvd, Ste. B256	Clear Lake	TX	77058	(281) 480-7762
Patrick Tullius*	13642 Frey Road	Clint	TX	79836	915-974-2790
Michael Hoops*		College Station	TX	77845	
Barrett Buchwald	5025 Colleyville Blvd	Colleyville	TX	76034	(682) 334-1018
Bob Comstock & Yvonnie Tijerina	8500 Precinct Line Rd, Suite 200	Colleyville	TX	76034	(817) 618-2535
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Francisco Avelar*		Cypress	TX		(303) 418-5232
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Roveske Frazier	4012 Windhaven Lane	Dallas	TX	75287	(214) 550-7886
Sally McAlvain	1910 Greenville Avenue	Dallas	TX	75206	(214) 427-6990
Ryan Leone	17480 Dallas Parkway, Suite 124,	Dallas	TX	75287	(318) 560-7907
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Katie Kohli	2550 Pacific Avenue, Suite 700	Dallas	TX	75226	(817) 782-2105
Rey Mesa	701 Commerce St, Suite 517	Dallas	TX	75202	(469) 200-1227
Brendan Fitzgibbons	8140 Walnut Hill Ln, Ste. 300	Dallas	TX	75231	(214) 960-4422
David Bailey	4925 Greenville AvenueSuite 200	Dallas	TX	75206	(214) 850-5095
Harry Smith	17304 Preston Rd, Ste 800	Dallas	TX	75252	(214) 769-5998
David Jackson	10945 Estate Lane Suite E311	Dallas	TX	75238	(214) 960-1515
JC Harter	4141 Office Parkway, Suite 104	Dallas	TX	75204	214-272-9132
Davey Farris	9543 Losa Drive, Suite 107	Dallas	TX	75218	(214) 447-0091
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Erick Nevarez*		El Paso	TX	79938	

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Oscar Payan Jr	789 Pontop Hall Street	El Paso	TX	79928	(915) 412-6813
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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
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John Bratcher and Josh Howard	223 McKinney St., Ste. C	Farmersville	TX	75442	(214) 354-9956
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William Whitehurst	3861 Long Prairie Road, Suite 104	Flower Mound	TX	75028	(817) 876-2846
Amanda Gardiner	2960 Long Prairie Rd	Flower Mound	TX	75022	(972) 782-4775
Jay Menuey	2201 Spinks Road, Suite 228	Flower Mound	TX	75022	(214) 556-8686
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Stetson Smith*		Fort Worth	TX	76137	
Ashton Breeding*		Fort Worth	TX	76109	(817) 886-8233
Javier Tejeda	4059 Bryan Avenue	Fort Worth	TX	76110	817-396-6560
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Oscille Joseph	5049 Edwards Ranch Road, 4th Floor STE 03-100	Fort Worth	TX	76109	(817) 502-9944
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Joe Kader	650 N. Sam Houston Parkway E., Suite 231	Houston	TX	77060	(281) 610-1530
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Scott Adelman	535 E. Fernhurst Drive, Ste. 106	Katy	TX	77450	(832) 300-9900
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Linda Cunningham	1525 Lakeville Dr., Ste. 131	Kingwood	TX	77339	(281) 361-9719
Danny Walker	7508 Emerald Place Court	Krugerville	TX	76227	(469) 788-7620
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Grecia Coronado	2704 Red Poll Drive	Laredo	TX	78046	(956) 329-5741
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Barbara Cribbs	2600 South Shore Blvd, Ste 300	League City	TX	77573	(281) 334-2737
Brandon Dickson	502 Highway 3 N Ste B	League City	TX	77573	281.332.2223
Brandon Polerecki	4400 Texas 121, Suite 300	Lewisville	TX	75056	(972) 800-4411
Aaron Moreno	101 Siltstone Way	Liberty Hill	TX	78642	(512) 241-7317
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Toby Mullikin	1125 Judson Plaza, Ste. 182A	Longview	TX	75601	(903) 220-0979
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Brett Hicks	5017 122nd Street Suite 106	Lubbock	TX	79424	(806) 686-6463
West Brown	6510 70th Street	Lubbock	TX	79424	(806) 500-2785
Jai Fulford	4815C 50th St.	Lubbock	TX	79414	(806) 632-3082
Josh Ridings	515 S. 1st St., Suite G	Lufkin	TX	75901	(936) 622-2330
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Michael Foster	208 E Louisiana St, Suite 213	McKinney	TX	75069	(972) 234-4260
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Andrew Haley	4501 Cartwright Rd, Ste. 306	Missouri City	TX	77459	(281) 643-0996 x1
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Simmon Hahnenberg*		Pflugerville	TX	78660	
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Dwayne Wells	1101 Satellite View, Unit 305	Round Rock	TX	78665	(512) 677-6361
Christopher Washington	1104 South Mays Street Ste 216	Round Rock	TX	78664	(318) 820-3164
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John Edwards*		Harrisonburg	VA	22801	(540) 568-1844
Jeremy & Jessica Longshore**	606 Ridgecrest Lane	Hollins	VA	24019	(540) 895-2611
Karen Murray	898 Mallory Road	Kents Store	VA	23084	(804) 533-0084
Yusuf Muhammad	6825 Skyline Lane	King George	VA	22485	(303) 381-6131
Albert Vargas	7 East Washington Street	Lexington	VA	24450	(540) 469-5115
Waylon Woody*		Louisa	VA	23093	
Joanna Luper	112 Hexham Drive, Unit A	Lynchburg	VA	24502	(804) 508-7611
Corbin Brascher & Jeffrey Nicholas	1987 Lanes End Drive	Maidens	VA	23102	(804) 613-6266
Blair & Daniel Mastin	7240 Lee Davis Road	Mechanicsville	VA	23111	(804) 508-6722
The Providence Agency	14410 Sommerville Court	Midlothian	VA	23113	(804) 613-3909
Michael Dancho*		Moneta	VA	24121	
Lionel Phillips*		N/a	VA	-	-
Jaymes Davidson	201 Echo Ridge Court	Newport News	VA	23603	(757) 916-4555
Christopher Linzey	900 Granby Street, Suite 110	Norfolk	VA	23510	(757) 916-2580
Bonnie Mackin	106 Crofton Place Suite 9	Palmyra	VA	22963	(434) 589-1447
William Finnell	1806 Summit Avenue, Suite 300	Richmond	VA	23230	(804) 877-1955
Nick Levandowsky	5407 Patterson Avenue, Suite 202B	Richmond	VA	23226	(804) 877-8601
KK Alloway	2920 West Broad Street, Suite 229	Richmond	VA	23230	(804) 588-3066
Philip Watkins	112 West 32nd Street, Suite 223	Richmond	VA	23225	(757) 986-1223
Scott Fleming & Kelly Handy	1948 Franklin Road Southwest, Suite 208	Roanoke	VA	24014	(540) 300-6503
Justin Miller	7752 Williamson Road, Suite 2	Roanoke	VA	24012	(540) 779-0533
Bruce Brown*	1280 Franklin Street	Rocky Mount	VA	24151	540-251-2201
Chloe Willis	194 Riverdance Place	Rocky Mount	VA	24151	(540) 300-7788
Richard Bibb	145 Harrell Road Suite 101	Stafford	VA	22405	(571) 379-3290
Steve Wills	2901 South Lynnhaven, Suite 475	Virgina Beach	VA	23452	757-716-7940
Steve Walck*		Virginia beach	VA		

Jacob Gore*	432 Falling Lane	Virginia Beach	VA	23454	(757) 732-0966
Andrea Swihart	2404 Eyre Hall Way	Virginia Beach	VA	23456	757-734-7321
Dereck Creel	1247 Prosperity Road	Virginia Beach	VA	23451	(757) 786-8660
Christian Strange	4608 Westgrove Court	Virginia Beach	VA	23455	(757) 937-7522
Cavelle Mollineaux, Ray Lecky & Kayla Baker	4304 Holland Plaza Sc	Virginia Beach	VA	23452	(757) 599-7388
Kevin Torcia	780 Lynnhaven Parkway, Suite 450	Virginia Beach	VA	23452	(757) 785-0448
Josh Dress	1728 Virginia Beach Boulevard, Suite 109	Virginia Beach	VA	23454	(757) 563-4499
Tracey Fink	4870 Haygood Rd	Virginia Beach	VA	23455	(757) 523-5391
Tim Jongquist	5224 Indian River Road, Suite 104	Virginia Beach	VA	23464	(757) 816-9360
Andy Kondracki	2244 General Booth Blvd	Virginia Beach	VA	23456	(757) 499-0559
Monica Savino	4164 Virginia Beach Boulevard, Suite 100	Virginia Beach	VA	23452	(757) 435-4291
Ashby Whitehorne	277 Bendix Road, Suite 500	Virginia Beach	VA	23452	(757) 330-0779
Clifton Durham*		Woodbridge	VA	22192	-
Madeline Mortenson	219 C Thoreau Circle	Yorktown	VA	23693	(757) 271-2260
Charles Moss*	684 Buckhorn Street		VA	24630	(276) 773-6005
Michael Skarin	1833 Auburn Way North, Suites D, E, F	Auburn	WA	98002	(253) 218-4902
Charles Lindberg	13606 Northeast 20th Street	Bellevue	WA	98005	(425) 818-9542
Cesar Grados	3120 139th Avenue Southeast, Suite 500	Bellevue	WA	98005	(425) 459-1811
Chad Erwin*		Bonney Lake	WA		
Rob Scarpaci*		Bonney Lake	WA	98391	(253) 531-5703
Lauren Montoya	2005 SE 192nd Ave, Ste 200, Office 228	Camas	WA	98607	(360) 768-0095
Ryan Carlson*		Edmonds	WA	98020	
Shane Kidwell	2817 Wetmore Avenue	Everett	WA	98201	(425) 595-3164
Kenneth Ruffer*		Federal way	WA	98023	
Don Littrell	1215 Regents Boulevard, Suite 2D	Fircrest	WA	98466	(253) 449-0110
Matthew Baker	160 Northwest Gilman Boulevard, Unit 436	Issaquah	WA	98027	(425) 300-6455
John Donovan	1030 North Center Parkway	Kennewick	WA	99336	(509) 418-5441
Bryan Vander Hoek	11335 Northeast 122nd Way, Suite 115	Kirkland	WA	98034	(425) 897-7103
Eric Gudmundson	5518 189th Place Southwest	Lynnwood	WA	98036	(425) 494-4086
Aaron Coe	17251 Tye Street	Monroe	WA	98272	(425) 300-2770

Denny Christensen*	916 Sigafoos Avenue Northwest	Orting	WA	98360	(253) 340-5662
Jonathan Garbarino*		Ridgefield	WA	98642	
Sean McIvor**		Snohomish	WA	98296	(425) 354-5878
Brian Arnold*		Tacoma	WA	98409	
Cameron Severns*		Tacoma	WA	98443	(253) 886-7778
Jerry Hallman	1712 6th Avenue, Suite 200	Tacoma	WA	98405	(253) 534-8488
Shawn Soom	321 Cleveland Avenue Southeast, Suite 309	Tumwater	WA	98501	360-360-2768
Karloc Paden	7701 45th Street West	University Place	WA	98466	(253) 449-8070
Courtney Wilkinson*		Washougal	WA	98671	
Seth Basford*		Yakima	WA		
Alejandro Barajas	2820 Prairie Avenue, Unit E	Beloit	WI	53511	(608) 467-1171
Amy DeRuyter	1021 Regis Court	Eau Claire	WI	54701	(715) 318-0056
Alejandro Fuentes	1990 Wisconsin Avenue	Grafton	WI	53024	414-240-3404
Mike Bierke	4504 Willow Road	Green Bay	WI	54311	(920) 397-3396
Corinne Merten	1005 North Cypress Court	Hartland	WI	53029	262-563-3559
Joshua Cruse*		Kenosha	WI	53140	(615) 686-0125
Rebecca Laird	6709 Raymond Road, Suite 142	Madison	WI	53719	(608) 716-4776
Justin Schmick*		Omro	WI	54963	(920) 410-2320
Benjamin Murphy	927 Main Street, Suite 1	Racine	WI	53403	(608) 440-2020
Matthew Austin	487 Herford Drive	Wales	WI	53183	(414) 260-0602
James Stephan	11220 West Burleigh Street, Suite 174	Wauwatosa	WI	53222	(414) 909-8662
Alan Raguse	26422 Oakridge Drive, Suite 104	Wind Lake	WI	53185	(262) 333-3225
Greg Bowen*		Kenova	WV	25530	(606) 356-8267
Jackson Lefevers*	1303 West Stephen Street	Martinsburg	WV	25401	
Cody Eckenrode	519 Winchester Avenue	Martinsburg	WV	25401	304-267-2100
Neil Powell	100 Martin St #100	Martinsburg	WV	25401	(304) 699-0990
Alex Aylsworth	918 Chestnut Ridge Road, Suite 1b	Morgantown	WV	26505	(304) 693-2886
Joshua Campbell*		Parkersburg	WV		(304) 615-1691
Trace Poole**		Saint Albans	WV	25177	
Bridger Mackey	501 Thornton Lane	Afton	WY	83110	(307) 368-2711
Michelle Gould	330 South Center Street, Suite 321	Casper	WY	82601	(307) 285-2827
Joni Spaulding**	315 East Main Street	Sundance	WY	82729	307-219-1870

EXHIBIT E-2

LIST OF FORMER FRANCHISEES

% indicates unit never opened and no amounts were paid to us
 # indicates unit was terminated after 12/31/2022
+ indicates franchise was transferred

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Matt Loftin	3929 Airport Boulevard, 2-300	Mobile	AL	36608	251-385-9377
JP Haynes	570 Devall Drive, Suite 334	Auburn	AL	36832	(334) 659-2300
William Jangaard%		Florence	AL	-	
Kelly Hebert%		Fairhope	AL	-	
Teresa Huggins%		Birmingham	AL	-	
Greg Cook%		Rogersville	AL	35652	
Corey Maxwell, Jason Henderson and Dennis Norton%		Birmingham	AL		(205) 510-9000
Stephanie Graham%		Opelika	AL		
Phillip Provost%		Birmingham	AL	35213	(205) 492-7760
Jon Oliver%	800 Corporate Parkway Suite 100	Birmingham	AL	35242	(205) 536-9888
Michael Frantz%		Mobile	AL		
Joseph Moreno%		Concord	AL	35023	(205) 765-3080
James Hooper%		New Market	AL	35761	
Stephen Boyer%		Pelham	AL	35124	251-332-3399
Terrence Henry%		Hoover	AL	35244	(205) 470-4052
Stacy O'Shields#+	3945 Cypress Drive	Vestavia Hills	AL	35243	(205) 881-1220
Lane Sanders#+	1300 Meridian Street North, Suite 14	Huntsville	AL	35801	(256) 692-0822
Joshua Fuller+	2013 Kentucky Avenue, Suite 205	Vestavia Hills	AL	35216	(205) 710-3379
Jassen Garner & Kerry Williams+	7500 Memorial Parkway Southwest, Suite 215K	Huntsville	AL	35802	(256) 763-7985
Philip McKellar	27 Rahling Ct, Suite B	Little Rock	AR	72223	(501) 400-7785
Jeremy Heath	4500 West Kingshighway, Suite E	Paragould	AR	72450	(501) 621-5020
Charles DeFede	27 Rahling Circle, Suite B	Little Rock	AR	72223	501-710-6507
John Duncan#	835 Central Ave, Suite 402D	Hot Springs	AR	71901	(501) 354-4330
Brad Carter#	1571 U.S. Hwy 79	McNeil	AR	71752	(870) 412-4944
Victor Seidenschwarz%		Carlisle	AR	72024	
Shelton Baird%		Fayetteville	AR		(479) 445-7744
Louis Hamilton%		Paragould	AR		
Lance Z. Williams%		Searcy	AR	72145	
Spencer Felts%		Searcy	AR	72143	(501) 268-3648

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Donny McClure%		Heber Springs	AR	72543	(800) 247-1365
Daniel Vickers%		Little Rock	AR	72211	(501) 223-3178
Brett and Dawn Baker%		Springdale	AR	72762	(479) 685 4356
Tonya Lane%		White Hall	AR	71602	
Derek Smith%		Maumelle	AR	72113	(501) 801-5875
Marc Parker%		Siloam Springs	AR	72761	
Howie Wehmeyer%		Mountain Home	AR	72653	
Bill Bertram%		Clinton	AR	72031	
Jay Trusty%		Russellville	AR	72802	
Lisa Charette#+	10515 West Markham Street, Suite G6	Little Rock	AR	72205	(501) 441-5744
Josh Lawson+	5001 West Founders Way, Suite 100	Rogers	AR	72758	(479) 316-3811
Terry Vincent & Viktoria Ayala#	6778 West Lariat Lane	Peoria	AZ	85383	(623) 259-8155
Courtney Neely	220 North Rock Street	Phoenix	AZ	85234	(602) 922-9935
Kevin Mszanowski#	15333 North Pima Road Suite 322	Scottsdale	AZ	85260	(602) 698-7706
DeAngelo Hill#	24250 North 23rd Avenue	Phoenix	AZ	85085	(602) 830-2890
Phil Dalton	8251 West Thunderbird Road Suite 160	Peoria	AZ	85381	(623) 377-7979
Jason Brandon%		Goodyear	AZ	-85338	(614) 256-5330
Robert Dauk%		Scottsdale	AZ		
Aj Azuelo & Ernesto Gomez%		Surprise	AZ	85379	(602) 516-1900
Casey Johnston%		Queen Creek	AZ	85142	
Marc Robinson%		Phoenix	AZ	85024	
Mathew Torres%		Phoenix	AZ		
Michael Nelson%		Phoenix	AZ	85032	
Michael L Arambulo%		Tucson	AZ	85718	
Dan Kalm%		Tucson	AZ	85719	(520) 795-0231
Nichole Schaffer and Amber Svalstedt%		Glendale	AZ	85303	
Paul Lorenz%		Goodyear	AZ	85338	(623) 925-9411
Anthony Aguilar%		Goodyear	AZ		(623) 312-7720
Michael Jongema#+	70 South Val Vista Drive, Suite A3-212	Gilbert	AZ	85296	(480) 896-2188
Dan Palmquist+	725 W Elliot Road	Gilbert	AZ	85233	(480) 210-4343
Tony Nguyen	5000 Birch Street	Newport Beach	CA	92660	(310) 850-1096
Andrew Mekhail#	239 Laurel Street, Suite 203	San Diego	CA	92101-1473	(619) 269-1119
Luis Bernal	17744 Villamoura Drive	Poway	CA	92064	(619) 837-7773
Sarah Nguyen, Shawn Hughes & Danh Huynh	2475 North Tustin Street	Orange	CA	92865	(714) 410-1555
Ricsyhelle & Leonard Davis#	17434 Bellflower Boulevard, Suite 200	Bellflower	CA	90706	(562) 512-0999

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Michael Craig	33 Teloma Drive	Ventura	CA	93003	(805) 738-7655
Michael Shopp	406 East Main Street, Suite A	Grass Valley	CA	95945	(530) 671-1211
Tara Uziel#	225 Locust Street	Sausalito	CA	94965	415-944-4022
Brian Hedger	9655 Granite Ridge Drive, Suite 2002	San Diego	CA	92123	(619)-752-0399
Vishav Aujla	25000 Avenue Stanford, Suite 164	Santa Clarita	CA	91355	(661) 554-3977
Victor Estevez	6085 Douglas Boulevard Suite 400	Granite Bay	CA	95746	(916) 960-0255
Kraig Adams	930 W 17th St. Suite F	Santa Ana	CA	92706	(714) 886-3796
Marlon Zarate#	17316 Edwards Road, Suite B250	Cerritos	CA	90703	(562) 735-0010
Vincent Cook	5701 Lonetree Blvd, Suite 108C	Rocklin	CA	95765	(916) 883-2660
Shuneka Olayvar	278 Town Center Parkway, Suite 202	Santee	CA	92071	(619) 733-1245
Elizabeth Miles	2945 Townsgate Rd Suite 200	Westlake Village	CA	91361	(805) 308-6384
David Cooper	120 Vantis, Suite 300, Office 33	Aliso Viejo	CA	92656	(949) 258-9919
Thandarr Keomorakoth#	2995 Churn Creek Road	Redding	CA	96002	(530) 436-5155
Tom Guo#	19811 Colima Road Suite 240	Walnut	CA	91789	(626) 566-7477
Jamilex Portillo & Valentina Murra#	5151 Fostoria Street	Cudahy	CA	90201	(323) 315-5717
Esther Ramos	1680 12th Street	Reedley	CA	93654	(559) 573-9588
Hunter Mitchell	3137 Castro Valley Boulevard, #214	Castro Valley	CA	94546	(510) 470-5504
Nancy Rangel	18700 Beach Blvd, Suite 140B	Huntington Beach	CA	92648	(714) 627-5007
Thomas Swaney	722 Lombard Street, Suite 203	San Francisco	CA	94133	(510) 682-8854
Darron Edwards#	566 W. Lancaster Blvd. Suite 15	Lancaster	CA	93534	(661) 568-6114
Rony Butrus	1255 Avocado Avenue, Ste. 102	El Cajon	CA	92020	(619) 606-4422
Chris Smith	14726 Ramona Avenue, Suite E6	Chino	CA	91710	(657) 341-1377
George Bechara	6160 Center Street, Unit C	Clayton	CA	94517	(925) 276-9905
Christopher Mollenkamp#	8744 Kennedy Street	Riverside	CA	92509	(951) 363-3177
Jeff Haroldsen	360 Mobil Avenue, Suite 102L	Camarillo	CA	93010	(805) 702-1933
Andrea Edmundson#	28368 Constellation Road #360, Suite 207	Santa Clarita	CA	91355	(661) 495-3911
Kai & Kevin McMiller%		Roseville	CA	95678	
Fernando Gallego%		San Diego	CA	-	
Lee Weissmann%	22208 Camay Court	Calabasas	CA	91302	
Nancy Foster%		Long Beach	CA	90808	
Craig Wafer%		Stockton	CA	95212	(510) 517-5705
Daniel Albitres%		Covina	CA	-	(626) 664-6845

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Bryan MacDonald%		Sacramento	CA		(916) 939-8990
Gilbert "Tony" Noriega%		Visalia	CA	93277	(559) 802-3112
Erica Bolanos%		Montclair	CA	91763	(909) 981-4964
Ken Macbeth%		Vista	CA	92083	(760) 729-0656
Monte Montgomery%		Elk Grove	CA	95757	
Johnathan Cartier %		Bakersfield	CA	93309	(661) 396-8600
Joseph Tabangcura%		Fresno	CA	93710	(559) 292-5587
Patrick De Guzman%		Whittier	CA	90601	(562) 237-7138
J.W.%		Windsor	CA	95492	
Mazin Yehia%		Huntington Beach	CA	92649	(714) 840-0437
Michael Bunda%		Covina	CA	91723	
Ryan Parsons%		Auburn	CA	95603	
Paul Ringelstein%		San Francisco	CA		
Ian Salinas%		Valencia	CA	91354	(661) 317-7522
Rene Enriquez%		Santa Clarita	CA	91390	
David Sanford%		Mission Viejo	CA	92691	(949) 330-3010
Ernest Redmond%		Long Beach	CA	90813	
Jim Kordenbrock%		Oceanside	CA	92058	
Kuroush Emami%		San Fernando	CA	91340	
Bryan Banner%		San Diego	CA	-	
Xavier Pezo%		Chino	CA	91710	(909) 628-1846
Kenneth Harrington%		San Clemente	CA	92672	(714) 255-0300
Ken Poudrier%		San Francisco	CA	-	-
Owen R. O'Malley%		Temecula	CA	92592	
Brian Prentice%		Vacaville	CA	95688	(707) 999-8835
Yama Kader%	18575 Jamboree Road, Unit 6	Irvine	CA	92612	(949) 208-9266
Brock Cooper%		Oceanside	CA	92054	(949) 274-7374 x6
Robert Papa%		National City	CA	91950	(619) 470-1471
Lance Walkington%		San Diego	CA		
Jaime Maldonado%		San Francisco	CA	94132	
Chris Cenami%		Santa Rosa	CA		
David "Dave" Armas%		Pacific Grove	CA	93950	(831) 757-5244
C.P.%		Elk Grove	CA	95757	
David Pavon%		Thousand Oaks	CA	91320	(818) 348-6151
Angel Reynoso%		Yuba City	CA	95991	(530) 671-8400
Steve Cook%		Yuba City	CA	95991-6735	(530) 673-9780
Jayne Oertwig%		Pleasant Hill	CA	94523	(925) 937-3520
Margie Ortiz%		Fresno	CA	93711	
B.M.%		San Jose	CA	95124	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
James Striniste%		San Francisco	CA	94014	
James Fread%		San Diego	CA	92103	
Matt Kazan%		San Diego	CA	92120	
Gregory Kennett%		San Rafael	CA	94901	
David Vo%		GARDEN GROVE	CA	92840	(562) 920-9688
Wilfredo A. Supetran Jr%		Dublin	CA	94568	
Todd Cabral%		Shingle Springs	CA	95682	
L.C.%		Tiburon	CA	94920	
Mark Jenkins%		Carmichael	CA	95608	(916) 251-7504
Jeffrey Krasky%		San Leandro	CA	94577	(510) 422-2344
Cyrus Mohseni & Tarek Othman%		Lake Forest	CA	92630	(562) 248-4886
Maykool Nolasco%		Bakersfield	CA	93311	
Ralph Sanchez%		San Diego	CA	92101-1473	
Amir Manzur%		Ojai	CA	93023	(310) 573-8881
Aaron Boles & Josh Orrantia%		Tehachapi	CA	93561	(661) 549-8887
Keith Sklarsky%		Riverside	CA	92501	
Paul Pomes%		Pomona	CA	91766	(626) 216-5339
Casey Platte%		Murrieta	CA	92563	(707) 621-2422
Steve Rhodd%		Yucaipa	CA	92399	
Maria Santivanez%	-	Redondo Beach	CA	90278	(310) 379-5700
David Williams%		Ventura	CA	93001	(805) 637-2472
Evan Stockdale%		Clovis	CA	-	(559) 960-5826
Dmitriy Kunin%	1745 Woodcrest Drive	Concord	CA	94521	(925) 494-2444
Ignacio Grajeda%		Arcadia	CA	91007	
H.C.%		La Puente	CA	91746	
Ahmad Soudani%		West Hills	CA	91304	(818) 878-8708
Jeff Biscoe%		Simi Valley	CA	93065	(805) 428-5449
Melissa Miller%		Los Angeles	CA	-	(503) 653-9080
Vanessa Ruiz#+	690 Otay Lakes Rd; UNIT # 100	Chula Vista	CA	91910	(619) 730-7411
Sasha Faraci#+	1666 Tree Song Lane	Chula Vista	CA	91915	619-837-2140
Pete Vlahos#+	836 57th Street; Suite 495	Sacramento	CA	95819	
Mary Kate Thomas#+	16742 Gothard Street; Suite 109	Huntington	CA	92647	
Brandon Truesdell+	5444 Clayton Rd, Ste E	Concord	CA	94521	(925) 326-1303
Nathaniel Mosley+	2955 North Moorpark Road, Suite D	Thousand Oaks	CA	91360	(805) 304-5829
Shaun Burns+	Woodward Suites, 10174 Highway 41, Unit #110	Madera	CA	93636	(559) 715-4002
Irina Beglaryan+	2233 Honolulu Ave; Unit 204	Montrose	CA	91020	(818) 532-1846

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Tony Wu+	715 El Camino Real Suite 201	San Bruno	CA	94066	(415) 517-1580
Jay Reever+	125 South Hwy 101,	Solana Beach	CA	92075	(858) 492-0433
Ken Marks+	9700 Village Center Dr Suite 50 F	Granite Bay	CA	95746	(916) 787-5200
Jake Goehring+	5101 E. La Palma Ave, Suite 110	Anaheim Hills	CA	92807	(657) 999-6799
Nick Cadet+	16585 Pacific Coast Highway, Unit 205	Sunset Beach	CA	90742	(562) 541-8339
Kevin Sciullo+	6101 Cherry Avenue, Suite 205	Fontana	CA	92336	(909) 638-3822
Keith Hinson+	21220 Devonshire St.Suite 208	Chatsworth	CA	91311	(818) 937-0168
Fred Vance+	340 Rosewood Avenue, Suite B	Camarillo	CA	93010	(805) 914-5288
Emilio Solares+	1470 Maria Lane; Suite 380	Walnut Creek	CA	94596	925-436-2415
Nick Peterson+	1485 Civic Court, Suite 1352	Concord	CA	94520	(925) 391-3660
Kristine Hodges	8181 Arista Place, Suite 100, 200, 500	Broomfield	CO	80021	(720) 902-3888
Kendall Keil	1925 South Timberline Road Office Building	Fort Collins	CO	80525	(970) 829-8141
Alan Romero	155 Boardwalk Drive, 4th Floor, Suite 403	Fort Collins	CO	80525	(970) 372-1177
Shelby Edwards	10200 W 44th Ave	Wheat Ridge	CO	80033	(303) 570-0136
Ed Hable	1610 Wynkoop Street, Suite 550	Denver	CO	80202	(303) 835-0508
Barney James	2200 East 104th Avenue Ste 210	Thornton	CO	80233	(702) 902-3992
Marcus Hoke	11052 Cimarron Street Unit E, Office 5	Longmont	CO	80504	(720) 204-4100
Teena Dodson	434 S. McCulloch Blvd, Suite 1	Pueblo	CO	81007	(719) 368-8900
Eric Nelson#	1200 South Parker Road,. Suite 100	Denver	CO	80231	(303) 376-5544
Michael Jankovsky	12900 Stroh Ranch Place, Suite 200-I	Parker	CO	80134	(720) 673-9655
Jake Dezell%		Castle Rock	CO	80104	(303) 688-5193
Joe Bradley%	200 Union Blvd, Suite 200	Lakewood	CO	80228	
Colin Corbin%		Morrison	CO	80465	(720) 530-8322
Diego Barrantes%		Denver	CO	80221	(469) 471-3304
Daniel B. Jensen%		Golden	CO	80401	(303) 534-1020
Brian Ferguson%		Longmont	CO	80501	(720) 552-6949
Tory T. Reed%		Fruita	CO	81521	(970) 858-4222
Kendrick Davis%		Colorado Springs	CO	80917	
Bertha James%		Colorado Springs	CO	80920	(719) 591-2222 x 5425
Joseph Unruh%	240 4th Avenue	Severance	CO	80615	
Jeffrey Hruby%		Denver	CO	80014	
Kent Cheese%		Parker	CO	80134	(303) 942-8300

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Richard Marulli%		Westminster	CO	80021	
Lisa Baker%		Aspen	CO	--	-
Patrick Meyers%		Englewood	CO	80113	(303) 757-2400
Michael Sailor%		Aspen	CO	81611	
Marc Wagner%		Windsor	CO	80550	(970) 391-2050
Wayne Johnson%		Aurora	CO	80015	-
Kelly Burns%	6909 South Holly Circle, Unit 320	Centennial	CO	80112	(303) 770-5652
Mike Quintana%		Denver	CO	80260	(303) 920-5064
Dino DiCarlo%		Dacono	CO	80514	(303) 828-3386
Justin Caruso & Brittany Martinez%	14261 Ivanhoe Street	Thornton	CO	80602	(303) 276-7956
Robbie L. Mathes%		Denver	CO	80238	(303) 755-2600
Jim Lord%		Basalt	CO	81621	
Glenn Vandine%		Littleton	CO	80120	
Nieves Hulko%	1660 South Albion Street	Denver	CO	80222	(720) 850-5766
Ashley Kwiatkowski%		Aurora	CO	80015	(303) 578-7800
Jennifer Hansen#+	102 South Tejon Street, Suite 1145	Colorado Springs	CO	80903	(719) 359-5550
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
Michael Smith+	110 1/2 North Tejon Street	Colorado Springs	CO	80903	(719) 888-5477
Chet McHenry+	1745 Shea Center Drive, 4th Fl,	Highlands Ranch	CO	80129	720.779.1577
Turner Williams+	1123 Auraria Parkway, Suite 300	Denver	CO	80204	(720) 780-2722
Jeff Premer+	120 Bunyan Avenue, Suite D	Berthoud	CO	80513	(970) 829-8383
Trey Whitlock+	409 North Tejon Street, Suite 201	Colorado Springs	CO	80903	(719) 630-8739
Yong-Su White+	390 Walnut Street, Suite 115	Brighton	CO	80601	(720) 716-5533
Kasey Doss+	11863 Springs Road, Suite 254	Conifer	CO	80433	(720) 381-2599
Peter Finken%		Simsbury	CT	06070	
James "Jim" Hollar%		Hamden	CT	6518	(203) 281-4100
Sean Goode%		Fairfield	CT	6824	(203) 844-0287
Franklin Osei-Assibey%		Manchester	CT	06040	(860) 528-5643
B.V.%		Ellington	CT	6029	
M.S.%		South Windsor	CT	6074	
Jeffrey Batulevitz%		Hebron	CT	06248	(860) 951-2822
Nurul Alam%		Westport	CT	06880	
Tina Helfer%	5506 Connecticut Ave NW, Ste 20	Washington	DC	20015	(202) 734-5600
Matthew Wood	28371 Dupont Boulevard, Suite 4	Millsboro	DE	19966	(302) 613-2962

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Alisha Cooper	1521 Concord Pike Suite 102	Wilmington	DE	19803	(302) 467-3933
Julio Falconi#	8200 Northwest 41st Street	Miami	FL	33166	(786) 231-9078
Corey Toombs	5323 Millenia Lakes Boulevard, Suite 303	Orlando	FL	32829	(407) 545-4080
Julie Hover	410 S Ware Blvd, Suite 800	Tampa	FL	33619	(813) 906-5609
Brian O'Neil	4301 Spanish Trail Unit 2B	Pensacola	FL	32504	
Jimmy Pava Valderrama#	8520 Government Drive Suite 1 Room 10	New Port Richey	FL	34654	(727) 877-5423
Ian Mazzola	4723 West Atlantic Avenue, Suite 3	Delray Beach	FL	33445	(561) 665-7332
Amanda Spires#	122 East Main Street, Suite 176	Lakeland	FL	33801	(786) 744-5433
Anne Buchanan	6028 Chester Avenue, Suite 202	Jacksonville	FL	32217	(904) 569-8880
Jennifer McCoy%		Odessa	FL	33556	(813) 679-9215
Kim Howard%		Fort Lauderdale	FL	-	(954) 742-5542
Brian Engstrom%		Freeport	FL	32439	(813) 787-8087
Brittany Morrison%		North Miami	FL	-	(305) 896-5752
Peter Scott%		Ponte Vedra Beach	FL	-	(904) 234-7316
Jason Ferguson%		Fleming Island	FL	32003	(904) 903-1989
Troy Ledford%		Homestead	FL	33030	(305) 345-2469
Charlie McLarty%		Satellite Beach	FL	32937	
Pete Carmasino%		Palm Harbor	FL	-	(609) 977-3311
Shawn Cate%		Destin	FL		
Gabriela Frederick%		Lake Worth	FL	33467	(954) 553-8182
Terrence Theodore%		Lakeland	FL	-	(443) 306-3803
David Lane%	1020 South Collier Boulevard, Unit 605	Marco Island	FL	34145	(239) 379-8011
Herman Camarena%		Greater Orlando	FL	-	
Lisa Dozier%		Gibsonton	FL		
Chris Conner%		Lakewood Ranch	FL		(610) 608-2867
Jay Ravede%		Ormond Beach	FL		
Jewon Brown%		Tallahassee	FL		(850) 321-4991
Elizabeth & Oscar Moraga%		West Palm Beach	FL		(305) 492-2055
Michelle Finley%		Ocoee	FL	34761	(352) 350-3889
Brandon Loper%		St. Petersburg	FL		(334) 663-3657
Eddie Ortega%		Fort Lauderdale	FL	33315	(954) 790-0177
Bryan Avery%		Cape Coral	FL	33914	(239) 599-3220
Jason Horton%		Lauderhill	FL	33351	
Eric DiValerio%		Boca Raton	FL	33431	(215) 813-5777
Andrew Lipham%		Lakeland	FL		(863) 513-4027

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Burt Hogan#+	145 Nw Central Park Plaza	Port St Lucie	FL	34986	(772) 985-4281
Jenny Guerra#+	9536 Southwest Otter Lane	Stuart	FL	34997	(772) 874-3336
Daniel Nebus#+	8785 Perimeter Park Boulevard	Jacksonville	FL	32216	(904) 643-4660
Daniel Valiente#+	8347 NorthWest 64th Street	Miami	FL	33166	(305) 599-8113
Maytee Santoro#+	123 NW 13th Street, Suite 304-10	Boca Raton	FL	33432	(561) 419-9799
Raymond Campbell#+	2252 Twelve Oaks Way, Suite 102	Wesley Chapel	FL	33544	(813) 750-7447
Ruth McFarland#+	2801 Southwest College Road, Suite 17	Ocala	FL	34474	(352) 322-0865
Barney Stewart#+	13500 Sutton Park Dr S, Suite 302	Jacksonville	FL	32224	(904) 513-8111
Alfred Cornacchio#+	3727 Southeast Ocean Boulevard, Suite 200B	Stuart	FL	34996	(772) 208-5504
Monika Spadlo+	110 Athens Street, Suite L	Tarpon Springs	FL	34689	(727) 739-8588
Debbie Price+	1763 South Kings Avenue, Suite A	Brandon	FL	33511	(813) 448-1506
David Sexton+	905 E Martin L King Jr Dr	Tarpon Springs	FL	34689	(727) 493-0039
Kiki and Trent Bowers+	1990 Main Street Suite 750	Sarasota	FL	34236	(941) 260-4885
Tim Rariden+	1301 6th Ave W, Suite 100	Bradenton	FL	34205	(941) 357-7491
Chris Ferrill & Paul Massey+	532 Virginia Drive	Orlando	FL	32803	(407) 347-2222
Krista Feliz+	2200 8th Avenue North	St. Petersburg	FL	33713	(727) 568-8343
Luke Schrimsher+	2406 North 12th Avenue	Pensacola	FL	32503	(850) 786-2733
Darian Ward+	2150 Seven Springs Blvd	Trinity	FL	34655	(727) 862-6609
Ben Goodrich	1558 Marietta Highway Suite 230	Canton	GA	30114	(470) 839-9214
Austin Maddox	800 Battery Avenue SE, Suite 100	Atlanta	GA	30339	(678) 280-1411
Lisa Aguirre	125 Townpark Drive Suite 300	Kennesaw	GA	30144	(678) 804-8828
Robert Collins and Louann Jessee	15 Perry Street	Newnan	GA	30263	(470) 816-2677
Dion Leonard	3350 Riverwood Parkway, Suite 1900	Atlanta	GA	30339	(678) 528-1114
Chase Kuech	220 Heritage Walk Suite 216	Woodstock	GA	30188	(770) 282-9335
James Caine	6761 Peachtree Renaissance Suite 255	Doraville	GA	30360	(470) 735-3866
Matthew Griffin	351-B Dahlonega Street	Cumming	GA	30040	(770) 285-7833
Duane K. Campbell%	4188 Highway 53, Suite 102	Hoschton	GA	30548	
Jake Davis%		Albany	GA		
Tanesha Spann-Magwood%		stockbridge	GA	30281	(770) 742-3900
Nayankumar Naik%		Suwanee	GA	30024	(470) 327-9267
Jaimee Jackson%	3365 Cypress Mill Road Suite 11	Brunswick	GA	31520	(912) 289-0065

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Mayank Patel%		Snellville	GA	-	(678) 778-2005
Chris Congdon%	808 Ave B, Ste D	Rome	GA	30165	(706) 523-8366
Chadd Bruce%		Savannah	GA		(478) 361-6027
Prince Gontee%		Jonesboro	GA	30236	(678) 400-0842
Major Harris%	150 West Franklin Street, Suite 700	Hartwell	GA	30643	(706) 780-5557
Dena K. Crosby and Agatha L. Marshall%		Atlanta	GA		
Jevon Teague%		Marietta	GA		
Bill Mathis%		Atlanta	GA		
David L. Lee%	1324 Campbellton Road Southwest	Atlanta	GA	30310	(470) 977-3060
Felipe A. Barganier%		Newnan	GA	30265	
Alex & Jennifer Williams%		Atlanta	GA		(678) 641-9066
Kirk Holloway%		Alpharetta	GA	30009	-
Ritta Harden Chatman%		Milledgville	GA		
Mark D. Landtroop%	1350 Scenic Hwy, Suite 266	Snellville	GA	30052	(770) 248-8180
Daniel Gleasure%		La Grange	GA	30241	(785) 760-3396
Julie Layland%		Canton	GA		
Jim Sheridan%		Dallas	GA	-	-
Walker Clark%		Kennesaw	GA		
Jarvis E. Mills%	800 Battery Avenue Southeast Suite 100	Atlanta	GA	30339	(678) 258-9227
Jordan William Ferguson%		Cleveland	GA	30528	(706) 865-8500
Tibou Taylor%		Atlanta	GA	30306	(404) 760-2772
Leslie and Steven Swain%		Cartersville	GA	30120	(832) 454-8243
Tyler Burge%		Flowery Branch	GA	30542	
Tonia Kiser%		Marietta	GA	30066	(678) 494-9903
Nathan Brain%		Newnan	GA	30263	(770) 251-3925
Laura Leidigh%		Smyrna	GA	30082	(404) 233-5650
Christopher Deloach%		Bremen	GA	30110	(770) 415-0070
Charles Lambert%		Roswell	GA	30075	(678) 871-8800
Walt Bagwell%		Evans	GA	30809	(706) 863-7598
Samuel O. Ameyaw%		Lilburn	GA	30047	(770) 545-6446
M.M.%		Fayetteville	GA	30214	
Michael Hodges%		Cumming	GA	30028	(770) 887-7774
Jacob Hiers%		Woodstock	GA	30188	(770) 926-8787
Nick Wood%		Sandy Springs	GA	30328	(770) 926-9890
Mark Haskins%		Savannah	GA	31405	(912) 352-9860
Trina Scott+	6857 Highway 16, Suite 1020	Senoia	GA	30276	(770) 799-6266

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Steven & Ana Neal+	457 Columbia Industrial Boulevard	Evans	GA	30809	(706) 413-8221
John Stewart+	55 Park Square Court Suite 101	Roswell	GA	30075	(678)272-3722
Josh Vondrak%		Sioux City	IA		
Tim Mars%		Sioux City	IA	-	
Keith Gates%		Sioux City	IA	51103	
Kelli Steil%		Oskaloosa	IA	52577	(641) 673-0088
Karla Rendall%		Urbandale	IA	50323	
Brad Notestein%		Mt Pleasant	IA	52641	
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
Fred Meckel%		Post Falls	ID	83854	
Tama Lamm%	315 Deinhard Lane	McCall	ID	83638	
Shawn Kerr%		Nampa	ID	83686	
Taylor Ball%		Blackfoot	ID	83221	
Nathan Powell	15 North Edgelawn Dr, Suite 4	Aurora	IL	60506	(630) 816-8694
Matthew Sax	1070 North Milwaukee Avenue	Chicago	IL	60642	(224) 795-5570
Sonny Ellen	218 S. Bridge Street	Yorkville	IL	60560	(630) 466-9600
Jeffrey Crouth	6300 North River Road, Suite 500	Rosemont	IL	60018	(773) 832-7885
Connor Klein	784 Wall Street, Suite 100F	O'Fallon	IL	62269	(618) 307-6687
Jon Millikin	5600 North River Road, Suite 420	Rosemont	IL	60018	(312) 476-5554
Dana McClane%		Columbia	IL	62236	(618) 719-8173
Guadalupe Silva%		Cicero	IL	60804	
Matt Weber%		Rockford	IL	-	
Raghu Sundara%		Hoffman Estates	IL	60192	(847) 302-0690
Chad Carter%		Joliet	IL	60433	(708) 894-3222
Dan Vechiola%		Woodstock	IL	60098	(815) 338-8000
Michael Bartow%		Batavia	IL	60510	(630) 879-6100
Nicholas Fritchen%		Fox Lake	IL	60020	(847) 249-9700
Greg King%		Chicago	IL	60615-4553	(708) 717-4134
Derrick K. Jones%		Homewood	IL	60430-3728	(708) 799-6100
Corey Metz%		Pontiac	IL	61764	(815) 243-3408
Christopher K. Kobel%		Bloomington	IL	61704	(309) 661-2502
William Owens%		Evanston	IL	60201	
Collin Beck%		Woodstock	IL	60098	
Sonia Galindo%		Oswego	IL	60543	(630) 391-0296
Anthony Houlahan%		Geneva	IL	60134	(708) 254-7890

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Aaron Hodge%		Maryville	IL	62062	(618) 344-3600
Tom Sutter%		Elgin	IL		
Amanda Van Allen%		Bloomington	IL	61701	(309) 661-1201
Andrew Wicklow%		Oak Brook	IL	60523	(331) 234-9266
Stan Nowak%		Chicago	IL	60616	(847) 305-8300
Mark Kawa%		Norridge	IL	60706	(773) 441-8558
Thomas Richard Hoey%		Washington	IL	61571	
Bart J. Reed%		Geneseo	IL	61254	
Eric Fenton%		Oak Park	IL		(312) 532-4268
Robbie Palmiotto%		Bloomingdale	IL	60108	(305) 965-9314
Michael Scavo%		Schaumburg	IL	60173	224-688-0828
Jaime Reyes%		Mount Prospect	IL	60056	(847) 863-0397
Ryan Creasey%	-	Chicago	IL	-	(630) 649-9447
Tim Stankus%		Bartlett	IL	60103	(224) 234-8953
Todd Nauman%		Chicago	IL	-	
Daniel P. Baylis%		Elmhurst	IL	60126	(630) 550-1583
Ray Roentz%		Jerseyville	IL	-	
Nick Reynolds%		North Aurora	IL	60542	(630) 449-0928
Jodi Brown%	7672 Warner Road	Manito	IL	61546	(309) 439-9030
Gary Bonick%	145 Regal Drive	Crystal Lake	IL	60014	
Matthew Ohlsen%		Rosemont	IL		
Nick Farrell%		Chicago	IL	-	
David Bieszczad%		Schaumburg	IL	60194	(847) 352-2811
Justin Lindsey%		Waterloo	IL	-	
Kraigg Knary#+	1515 5th Avenue, Suite 101-3	Moline	IL	61265	(309) 736-1860
Margie Burba#+	28100 North Ashley Circle Ste 101C	Libertyville	IL	60048	(847) 807-6889
Michael Levin+	451 North Racine Avenue	Chicago	IL	60642	(847) 807-8803
Joe Kosner+	223 Batavia Ave, Suite 201	Batavia	IL	60510	(630) 283-6204
Matt Haselhorst+	644 N 2nd St	Breese	IL	62230	(618) 744-0885
Jim Sherwood+	401 E Prospect Ave Unit 212	Mt Prospect	IL	60056	(847) 278-4606
Tim Winters+	10336 S Western Ave, Suite 9	Chicago	IL	60643	(773) 744-2879
Joe Hein+	100 Illinois St, Suite 200	Saint Charles	IL	60174	(630) 485-4394
Brian McComb	6335 Bellefield Drive	Fort Wayne	IN	46835	(260) 305-2600
Darren Lloyd#	10255 Commerce Drive, Suite 148	Carmel	IN	46032	(317) 779-1140
Nathan Moon%		Evansville	IN	47715	
David Dean%		Indianapolis	IN	-	(317) 981-5673
David J. Irwin%	19295 Strawberry Hill Road	South Bend	IN	46614	(574) 544-2900

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Michael Koehler%		Madison	IN	47250	(812) 273-3600 ext. 2856
Hunter Kreft%		Warsaw	IN	46581	(574) 267-7441 x 2674
M.H.%		Mitchell	IN	47446	
R.O.%		Poseyville	IN	47663	
H.P.%		Valparaiso	IN	47620	
Jim Juarez%		Highland	IN	46322	
Todd M. Freeman%		Indianapolis	IN	46256	(317) 420-2400
Cole Belt%		South Bend	IN	46615	(574) 221-1110
Henry Drude%		Schererville	IN	46375	
Felipe Merino%		Goshen	IN	46526	(574) 904-7006
Tracy Tucker and Amanda Lantis%		French Lick	IN	-	
Ryan Chattin%		Vincennes	IN	47591	(812) 882-9691 x 3826
C.W.%		Loogootee	IN	47553	
Doug Schenkel%		Fort Wayne	IN	46825	(260) 222-7500
John Heis%		Brookville	IN	47012	
John Dicken%		Bargersville	IN	46106	-
Travis Sweney%		Whiteland	IN	4618	
J.P.%		Elkhart	IN	46517	
Tom Motsinger%		Paoli	IN	47454	(812) 723-3053
Andrew Metzler%		Indianapolis	IN	46240	(317) 844-4402
Jorge Gutierrez%		Munster	IN		(219) 225-0300
Paul Lipps%		Carmel	IN	46074	(317) 804-4144
S.A.%		Kokomo	IN	46902	
Kyle Taylor%		Sweetser	IN	46987	(765) 664-5298
S.M.%		SELLERSBURG	IN	47172	
Spencer DuCharme%		Fort Wayne	IN	46825	
Mike Mammoser%		Newburgh	IN	47630	
Ben Wilkinson%		Evansville	IN	-	
Ryan Thiery+	250 N Main Street, STE 10i	Crown Point	IN	46307	(219) 240-1816
Zachary Crawford	1707 South National Avenue	Fort Scott	KS	66701	(620) 647-5548
Marisa Mackey#	7300 West 110th Street, Commerce Plaza, 7th Floor, Suite 700, Unit 743	Overland Park	KS	66210	913) 386-8833
Tom Watson	12345 West 95th Street, Suite 200	Lenexa	KS	66215	(913) 451-4949
D.B.%		Wichita	KS		
J.J.E.%		Burlington	KS	66839	
David Kauffman%		Hesston	KS	67062	(316) 686-3059
Kevin, Amanda, Logan & Paige Wiseman+	18 South Broadway Street, Unit 16b#3	Louisburg	KS	66053	(913) 303-8891

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Scott Hanika+	7340 W 21st Street, Suite 101-J	Wichita	KS	67205	(316) 641-2170
Paul Long%		Barbourville	KY	-	-
Denise Schroerlucke%		Louisville	KY	40299	(502) 805-6700
Dwayne Taylor%		Richmond	KY	-	
Brad Bolinger%		Hopkinsville	KY	-	
Kevin Rettig%		Florence	KY	41042	
Matthew Giudice%		Louisville	KY	40207	
John Wood%		Lexington	KY	40511	
Hanna Fleig#+	2940 Hebron Park Drive, Suite 308	Hebron	KY	41048	(859) 972-7111
Jared Wise+	4010 Dupont Cir	Louisville	KY	40207	(502) 861-5877
Lindsay Watson#	208 Centre Sarcelle Boulevard, Suite 201	Youngsville	LA	70592	(337) 279-2154
Kelly Williams	4430 S. I-10 Service Rd. Suite 204	Metairie	LA	70001	(504) 334-8788
Eddie Price	1 Galleria Boulevard, Suite 1900	Metairie	LA	70001	(504) 569-5266
Landon Lyons%	5314 Point Clear Drive	Baton Rouge	LA	70817	(225) 416-7448
Roland Gilfour%	-	Baton Rouge	LA	-	(504) 810-5360
Cody McCrary%		Baton Rouge	LA	70816	(225) 252-3222
Sean Leary%		Houma	LA	-	
Eric Shields%		Gretna	LA	-	(504) 460-3731
Andrew Simon%		Baton Rouge	LA	-	(225) 931-5151
Dawn Sellers%	108 S Louisiana St, Suite 5	Abbeville	LA	70510	(337) 210-4417
C.B.%		Shreveport	LA	71118	
DO NOT USE - Ben Guillory Jr%		New Orleans	LA	70122	(504) 943-0512
Lattie Sale#+	3769 Pontchartrain Drive Suite 9-4	Slidell	LA	70458	(985) 718-5333
Amy Chapman#+	18389 Petroleum Dr	Baton Rouge	LA	70809	(225) 361-8911
Jeanne O'Leary+	900 Camp Street Suite 436	New Orleans	LA	70130	(504) 579-8879
Joe Lyman	1 Marina Park Dr Suite 1410	Boston	MA	02210	(617) 729-3080
Rachel Polston	440 Hancock Street, Unit 8, Room 118	Quincy	MA	02171	(617) 302-8894
Shani Barreno#	555 Pleasant St, Suite 203	Attleboro	MA	02703	(508) 409-5177
Debora Costa	10 S Main St	Attleboro	MA	02703	(508) 368-4377
Adam Trivilino%		Barnstable	MA	02632	(413) 854-8221
Nicholas Hajjar%		Walpole	MA		
Maryleny M. Abreu%		West Bridgewater	MA	02379	
Michael LaFrance%		Marlborough	MA		
Jacqueline Farrell%		Revere	MA	02151	
Robert dup Aziz%		Salisbury	MA		

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Zuleem Garcia%		Lawrence	MA		(603) 327-4250
Joyce Rodriguez%		Winchendon	MA	01475	(978) 479-4471
Khaleeq Everett	6710 Oxon Hill Road, Suite 210	Oxon Hill	MD	20745	(301) 272-7275
Collette Camper#	10631 Gramercy Place, #142	Columbia	MD	21044	(240) 599-1477
Alberta Kwanor	5010 Sunnyside Avenue, Suite 308	Beltsville	MD	20705	(301) 917-6337
Eric McNair#	16701 Melford Blvd, Suite 400	Bowie	MD	20715	(240) 781-6330
Clinton Spellman%		Reisterstown	MD		(443) 760-6577
Jacinto Vargas%		Annapolis	MD	-	
Allan Hendler%		Hampstead	MD	21074	(410) 935-5775
Christian Seymour%		Bethesda	MD	20814	
Seth Brethauer%		Eldersburg	MD	21784	(410) 970-4785
Ade Ogunbayo%		owings mills	MD	21117	(410) 427-0707
Sean Chao%		Fort Washington	MD	20744	
Zachary Weitzel%		Annapolis	MD	21401	(410) 216-0143
Brian Kelly%		Baltimore	MD	21230	(214) 714-3090
Connor Payne%		Baltimore	MD	21224	(410) 864-0043
RJ Galvin%		Sykesville	MD	-	-
Edward "Eddy" Flynn%		Pasadena	MD	21122	(410) 533-1184
Floris Chaumat & Shanazar Beasley%	2107 Liberty Heights Avenue	Baltimore	MD	21217	(202) 277-2062
Sharonda Benson%		Owings Mills	MD	21117	
Thomas "Tommy" Barrick & Randy Somers%		Owings Mills	MD	21117	(859) 360-7396
George Cochrane%	428 Race Street, Suite 310	Cambridge	MD	21613	(443) 836-5116
Patrick Carmen Jr.%		Nottingham	MD	21236	(301) 805-1800
Jack Colbourne%	-	Salisbury	MD	-	(410) 546-9388
Niyi Aladetohun%	105 Carroll Island road, Suite D	Middle River	MD	21220	(410) 335-1273
Bethany Scheuerman%		Abingdon	MD	21009	(410) 670-4098
Keith Moss%		Crofton	MD	21114	(443) 292-5200
Doug Brooks%		Lanham	MD	20706	(301) 292-8100
Duc Pramuan+	101 West Ridgely Road, Suite 5A	Lutherville-Timonium	MD	21093	(410) 561-4626
Adam Harriger+	808 Olney Sandy Spring Rd Suite 2B	Sandy Spring	MD	20860	(240) 552-9544
Ryan Hatch%		Scarborough	ME	04074	
Matthew J Gennaro%		Eliot	ME	03903	
Andrew Westra	433 Seminole Road, Suite 101	Norton Shores	MI	49444	(231) 225-4229
Ronald Weimer#	2420 Fountain Lane	Stevensville	MI	49127	(269) 256-6311
Moustafa Nasser	42323 Ann Arbor Road, Suite 240	Plymouth	MI	48170	(248) 790-7855

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Mary Jacob	51815 Milano Drive	Macomb	MI	48042	(586) 838-2822
Patrick Yasso	30500 Northwestern Hwy, Suite 300	Farmington Hills	MI	48334	(248) 781-8772
Andrew Davidson#	2230 East Mitchell Street, Suite 2	Petoskey	MI	49770	(231) 262-4599
Jivara Shaboo#	1000 John R Road, Suite 107	Troy	MI	48083	248-455-4299
Jake Rux#	6300 West Grand River Road, Office 2	Fowlerville	MI	48836	(517) 348-0944
Jared Berbas	2109 Hamilton Road Suite 210 B	Okemos	MI	48864	(810) 813-8607
Deanna Boone	18003 Fort Street	Riverview	MI	48193	7343241200
Kyle A. Brown	2540 Harte Drive, Suite B	Brighton	MI	48114	(517) 657-5331
Jared Buchino	1591 West Centre Avenue, Suite 102	Portage	MI	49024	269-256-6899
Wilson Massey	43243 Schoenherr Rd	Sterling Heights	MI	48313	(586) 307-5442
Katie Crandell & Emmanuel Reyes#	202 West Monroe Street	Durand	MI	48429	(517) 657-5311
N.Y.%		Farmington	MI	48336	
B.V.%		Shelby Township	MI	48316	
Christopher Cobb%		Milford Charter Township	MI	48381	(517) 552-1877
Paul Seguin%	8795 Brookville Road	Plymouth	MI	48170	
D.E.%		Clinton Township	MI	48035	
D.D.J.%		St. Clair Shores	MI	48081	
Andrew Westra%		Grand Rapids	MI	49321	(843) 733-3565
M.G.%		Grand Rapids	MI	-	
Lyndsay Sloan%		Royal Oak	MI		(586) 995-9011
Angela Harris%	7 W. Square Lake Road, Suite 158	Bloomfield Township	MI	48302	(248) 621-3422
T.G.%		Detroit	MI		
G.S.%		Highland	MI	48357	
Ryan Gleaton%		Saint Joseph	MI		(269) 930-3938
H.A.%		Redford	MI	48240	
R.N.%		Hastings	MI		
Michael Bobal%	37618 Howell Street	Livonia	MI	48154	(734) 275-0094
Tina McKechnie#+	8233 S. State Road, Unit # 2	Goodrich	MI	48438	(248) 792-8333
Lou Commisso#+	36380 Garfield Road, Suite 3	Clinton Township	MI	48035	(586) 690-4144
Doug Dale+	15149 S Dixie Hwy	Monroe	MI	48161	(734) 447-3148
Ashley Watterson+	142 Brighton Lake Road	Brighton	MI	48116	(810) 360-2211
Alan Leonard+	3921 S. Baldwin Rd.	Lake Orion	MI	48359	(248) 620-5659
Rob Brownlie+	3233 Coolidge Hwy, Ste 211	Berkley	MI	48072	(248) 955-9912
Julie Toggweiler+	164 Indusco Court, St 106	Troy	MI	48083	(586) 783-6155
John Clifford+	206 East Liberty St, STE D	Milford	MI	48381	(248) 997-4339

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Diana Heller+	1938 Burdette St Ste 111	Ferndale	MI	48220	(248) 332-3365
Brian Bajoka+	48645 Van Dyke Avenue, STE 202	Shelby Charter Township	MI	48317	(586) 775-2840
P.O.+		Birmingham	MI	48009	
Matthew Leavitt	5201 Eden Avenue, Suite 300	Edina	MN	55436	(612) 429-6711
Parker Petronack	3394 Lake Elmo Avenue, Ste 1A	Lake Elmo	MN	55042	(317) 854-6755
Kyle Brown	700 Cedar Street, Suite 128	Alexandria	MN	56308	406-206-5113
Maxwell Oman%		Minneapolis	MN	-	
Brandi Samyn%		Redwood Falls	MN	56283	(507) 637-5007
Dona Dugger%		Mankato	MN	-	
Camilla Hempleman%		Minneapolis	MN	55405	(612) 767-1818
Dean Boerger%		International Falls	MN	56649	-
Nick Hulst%		Minneapolis	MN	-	
Adam Flury%		Lakeville	MN	-	(952) 486-1242
Albert Doll%		Frazee	MN	-	(218) 346-5141
David Mazzola%		Minneapolis	MN	-	
James Walker%		North St Paul	MN	55109	(612) 327-6377
B.N.%		Plainview	MN	55964	
J.V.%		Minneapolis	MN	55415	
Joel Brekken%		duluth	MN	55804	(218) 724-5553
Kurt Peterson%		Plymouth	MN	55447	
David Schermacher#	800 E 101st Terrace Suite 350	Kansas City	MO	64131	(720) 464-7044
Rusty Strother	217 South Main Street	Vandalia	MO	63382	(573) 594-2288
Jared Pilsl	1606 West Main Street, Suite B	Greenwood	MO	64034	(816) 366-8559
Kurtis Hodge	200 Northeast Missouri Road, Suite 200	Lee's Summit	MO	64086	(816) 282-2555
David Wells#	4257 River Oaks Drive	Florissant	MO	63034	(314) 949-2001
James Robinson%	20 Patterson Lane	Florissant	MO	63031	(314) 336-5277
Chris Stegall%		Kansas City	MO	-	
LaShellya Stice%		Branson West	MO	-	-
S.B.%		Jefferson City	MO	65109	
Mark Pickens%		Springfield	MO	65803	(417) 889-4100
Jarrod Dortch#+	1426 E Bradford Pkwy, Ste C	Springfield	MO	65804	(417) 288-4777
Dylan Fry+	300 Platte Clay Way, Suite A	Kearney	MO	64060	(816) 608-3399
Staci Mixson	6943 Oak Forest Drive, Suite A	Olive Branch	MS	38654	(662) 913-8255
Greg Quillin	2059 East Pass Road, Suite 23	Gulfport	MS	39507	(228) 284-0262
John Harless%		Madison	MS	39110	
Ernie Lewelling%		Gulfport	MS		

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Senn Catchings%		Madison	MS	39110	(205) 855-4922
Jordan Sims%		Hernando	MS	-	(901) 388-4010
Bryce Craft%		Hattiesburg	MS	39402	
Lincoln Allen%		Biloxi	MS		
Will Wood%		Brandon	MS	39047	(601) 927-1553
Denise Robinson%		Summit	MS	39666	601-651-3161
Jay Hodges%		Vicksburg	MS	39180	(601) 618-9222
Will Hardy%	431 West Main Street, Suite 410	Tupelo	MS	38804	(601) 651-0992
Octavia Daniels%		Southaven	MS		
Barrett Johnson+	2716 West Oxford Loop, Suite 180-2	Oxford	MS	38655	(662) 587-8275
BJ Sims+	1060 East County Line Road, Suite 2B	Ridgeland	MS	39157	(601) 210-1044
Scott Long	1204 1st Ave E, Suite A	Kalispell	MT	59901	(406) 890-6131
Nathan Daughtry%		Stevensville	MT	59870	
Jeremy Myers%		Columbia Falls	MT	59912	
Barnett Sporkin-Morrison%	17 1st Street Northwest	Choteau	MT	59422	(406) 206-9566
Kenneth Erwin	7510 Pineville-Matthews Road, Suite 14-B	Charlotte	NC	28226	(980) 326-1833
Surena Jones	1105 Saratoga Boulevard	Indian Trail	NC	28079	(704) 386-6350
Chris Cardamone	555 South Mangum Street Suite 100	Durham	NC	27701	(919) 746-7399
Ryan Johnson	212 Hay Street	Fayetteville	NC	28301	(910) 635-0299
Donna Cureton-Edwards	1501 North Charlotte Highway, Suite A-138	Monroe	NC	28110	(704) 885-1719
Nick Dobrow	8601 Six Forks Road, Suite 400	Raleigh	NC	27615	(984) 238-9995
Jennifer Sorrow#	10130 Mallard Creek Road, Suite 133	Charlotte	NC	28262	(888) 814-6673
Justin Rogers#	881 Falcate Drive	Wake Forest	NC	27587	(919) 726-4244
Ross McKamey#	8037 Fairview Rd, Suite J	Mint Hill	NC	28227	(704) 548-9845
Lea Worth	226 North Front Street, Office 142	Wilmington	NC	28401	(910) 550-3560
Pamela Creech	605 East 4th Avenue, Suite A	Red Springs	NC	28377	(910) 900-7688
Michael Urbaniak	15720 Brixham Hill Avenue, Suite 300	Charlotte	NC	28277	(704) 579-6688
Matt Leach	128 Fast Lane	Mooresville	NC	28117	(980) 432-1119
Carl Hurd%		Castle Hayne	NC	28429	-
Mark Bailey%		Jacksonville	NC	28546	(910) 346-5433
Chris Burns%		Charlotte	NC	28277	-
Joe DiBattisto%	-	Cary	NC	-	(919) 249-7291
Corey Barbour%	106 Mitchell Dean Place	LaGrange	NC	28551	(910) 297-6326
Adam Morrison%		Wilkesboro	NC	28697-2940	(336) 838-7227

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jesse Nichols%		Spring Hope	NC	27882	919-496-2051
Ben Burkhalter%		Winston-salem	NC	27127	(336) 767-4670
Gerrick Williams%	5835 Cougar Ln	Charlotte	NC	28269	(704) 222-3300
Johanna Lee%		Cornelius	NC		
Scott Ethridge%		Cary	NC	27511	(919) 877-1212
Justin Thigpen%		Rolesville	NC	27571	(919) 761-5353
Ryan Whitford%		Washington	NC	27889	(252) 792-8131
Gary Sides%		Monroe	NC	28110	(704) 684-0082
Blake Wilson%		Wilmington	NC	28412	(910) 973-1400
Walker Whitley%		Greensboro	NC		
Kimberly Miller%		Asheville	NC	28801	
Luis Camacho%		Charlotte	NC		
Chris Welch+	501 West McGee Street, Suite 200	Greensboro	NC	27410	(336) 907-2070
Charles Feeney+	521 East Morehead Street, Suite 200	Charlotte	NC	28202	(309) 261-5341
Steve Price+	101 N Tryon St Suite 664	Charlotte	NC	28246	(980) 999-4939
Cindy McCraw+	332-B West Main Street	East Bend	NC	27018	(336) 600-1379
Benjamin Kramer	1401 11th Avenue Southwest, Suite 2	Minot	ND	58701	(701) 970-2525
Nick Bruns%		Jamestown	ND	58401	
Mark A. Havig%		Minot	ND	58701	
Brandon Avery%		Omaha	NE		(402) 960-7300
Rich Bales%		Omaha	NE		
Joel Stradinger%		Omaha	NE	68104	
Michole Yaw%		Kearney	NE	68845	
Joel B. Staehr and John J. McConnell%		Gretna	NE	68028	
Dayla Mamot-Sack%		Aurora	NE	68818	(402) 694-6181
Alek Haney%		Lincoln	NE		(402) 591-0823
Ryan Alcorn+	428 South Main Street	Gordon	NE	69343	(308) 337-4946
Rich Durgin	200 Craig Road Suite 101	Manalapan Township	NJ	07726	(732) 474-1722
Mike Boyle	204 Ark Road, Suite 104A	Mount Laurel Township	NJ	08054	(609) 357-1914
Anthony Fanucci	727 Landis Avenue	Vineland	NJ	08360	(856) 457-6700
Jesse Henriques%		Harrison	NJ	07029	-
Andrea Coleman%		Cherry Hill	NJ	08002	(856)258-7119
Jeff Grady%	80 West Main St.	Maple Shade	NJ	8052	(267) 678-1705
Benjamin Prybutok%		Woolrich Township	NJ		(856) 241-8888
Ethan B. Lewkowicz%		East Brunswick	NJ	08816	
Anass Boukili%		Millstone	NJ	08535	(201) 937-3385
Christopher Chi & Arnold Zwiren%	106 Straube Center Blvd Ste 108	Pennington	NJ	8534	(732) 447-6223

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Harry Slater & Steve Keller%		Moorestown	NJ	-	(267) 822-2210
Frank Freeburn%		Moorestown	NJ	08057	
Anthony Scalcione%		Clifton	NJ		(201) 547-0598
Tawanda Frazier%	144 Delacy Avenue	North Plainfield	NJ	07060	(908) 864-2922
Vincent Cimijotti%		Long Branch	NJ		
Jonathan Scott%	20 Independence Blvd, Ste 103	Warren	NJ	7059	(908) 531-9700
Jason Archer%		Warren	NJ		(973) 394-0212
Ronald Renaud%		Stafford Township	NJ	08050	(609) 597-0333
James O'Brien%		Hazlet	NJ	07730	(732) 264-7000
Fabian Howe%		Neptune	NJ	-	(732) 333-3519
Allen Davis%		Galloway	NJ	8205	(609) 241-1503
Craig Johnson%		Aberdeen	NJ		(732) 757-1552
Ramon Pujols%	220 Main St	Ridgefield Park	NJ	07660	(201) 589-2772
Rich Mason%		Mullica Hill	NJ		(484) 832-2584
G.K.#+		Galloway	NJ	08205	
Lori Cicali+	26 E 2nd St Building C-1	Moorestown	NJ	08057	(856) 644-7080
Adan Duran#	32 Valle Lindo Drive	Peralta	NM	87042	(505) 295-4733
Corey Finch%		Albuquerque	NM	87120	(505) 600-4026
Lloyd Peugh#	1710 West Sloan Street	Pahrump	NV	89060	(702) 847-5055
E.B.%		Las Vegas	NV		
Janet Nam%		Las Vegas	NV	89183	
James Scott Barry%		Reno	NV		
Shawn Thompson%	150 North Stephanie Street Ste. 101	Henderson	NV	89074	(702) 805-2203
Ken Kim%		Las Vegas	NV	89113-2275	
D.B.%		Las Vegas	NV		
Cortney Worline%	501 Oak Street	Elko	NV	89801	(775) 467-3830
Gary Cox%		Henderson	NV	89052	
Michael Mivshek%		Las Vegas	NV	89145	
Jason Rounds+	1180 North Town Center Drive, Suite 100	Las Vegas	NV	89144	(725) 216-7775
James Tremmel+	150 N. Stephanie Street, Ste. 101	Henderson	NV	89074	(725) 218-3021
Paola Torres	35 North Broadway, Suite 3	Hicksville	NY	11801	(516) 464-1622
Mark Ranu#	77 North Broadway, Unit C	Hicksville	NY	11801	(516) 342-5508
Rubiel Ferrer Jr.#	254 36th Street, Suite B621	Brooklyn	NY	11232	(347) 442-7448
Brenda Silva	1 Edgewood Avenue	Smithtown	NY	11787	(631) 861-5488
Julissa Crespo	2206 Newbold Avenue	The Bronx	NY	10462	(347) 507-5541
Francis Lewando	761 Coates Ave N Suite 40	Holbrook	NY	11741	(631) 759-4144

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Amin Said	1234 Abbott Rd	Lackawanna	NY	14218	(716) 303-0037
David Freedner#	33 Lakewood Road	Lake Ronkonkoma	NY	11779	(631) 641-9688
Grisela Quintanilla	130 Orinoco Drive	Brightwaters	NY	11718	(631) 892-3224
Luis Silva	2 Hamilton Avenue, Suite 209	New Rochelle	NY	10801	(914) 435-7797
Jacob Friedman#	1402-B 43rd Street, Office A	Brooklyn	NY	11219	(929) 833-1544
Will McCaw	2900 Hempstead Turnpike, Suite 211A	Levittown	NY	11756	(516) 464-3755
Shannon Aylesworth	499 South Warren Street	Syracuse	NY	13202	(680) 697-2544
Broslloyd Campbell#	517 Oak St	Copiague	NY	11726	(631) 812-5885
Evelina A. Khaimova	960 Bellmore Avenue	North Bellmore	NY	11710	(516) 464-0433
James Heins	935 Merrick Road	Baldwin	NY	11510	(631) 759-5541
Grace Bierdermann	696 Burnside Avenue	Inwood	NY	11096	(516) 464-3599
Michael Thompson#	49 West Sunrise Highway, Unit 103	Freeport	NY	11520	(516) 544-1488
Rey Chavannes	23-14 Broadway	Queens	NY	11106	(929) 378-4888
Devin Hogan%		Union City	NY		(631) 780-2335
Aamir Jagdeo%	10818 Liberty Ave	South Richmond Hill	NY	11419	(718) 480-3100
Anthony Fael Nuñez%		White Plains	NY	10604	(347) 465-3616
Michael Levy%		Lawrence	NY	11559	(516) 581-7368
Anthony DelleFave%		Rochester	NY	14606	(585) 857-0017
Roberta Halfmann%		Cortlandt	NY	10567	
Mike Amonica%		Newburgh	NY	12550	(201) 218-6859
Steve Panagioulakis%	-	Ridgewood	NY	-	(718) 726-4625
Jesse Michaels%		Hauppauge	NY	11788	
John Cicero%		Merrick	NY	11566	(516) 410-9896
Michael Mazzeo%		Long Beach	NY	11561	(914) 630-2350
Kayser Pena%	224 West 35th Street, 12th Floor	NY	NY	10001	(718) 540-5199
Shannon Chisholm%		Huntington	NY	11743	
Joseph Bendrihem%		Great Neck	NY	11023	(516) 815-3452
Thomas Falletta%		Smithtown	NY	11787	-
Brittany Sadowski%		Bellmore	NY	-	(516) 590-8684
Michael Pasierb%		Lancaster	NY	14086	
Tom Colone%	45 East Oneida Street	Baldwinsville	NY	13027	(315) 849-3445
Rochelle Johnson%		Rockville Centre	NY		
E.K.%		Garden City	NY	-	
Nicholas Galardi%		Bay Shore	NY	11706	-
Randy Diaz%		Mastic	NY	11950	(516) 590-6645
Ravi Nursey%		New York	NY	-	(212) 758-0642
David Wynne%		Happauge	NY	11901	
Michael Vacca%		Pleasantville	NY	10570	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Anthony Giamundo%		Commack	NY		(631) 316-6550
James Ahern%	135 Engineers Road, Suite 130	Hauppauge	NY	11788	(631) 834-3197
D.F.%		Clifton Park	NY	12065	
Juan Lewis%		Hicksville	NY	11801	
Matt Iuculano%	664 Suffolk Avenue	Brentwood	NY	11717	(516) 559-4322
Gerry White%		New York	NY		
Carlos Santiago%		New York	NY	11003	
Nicole Luckert%		Happauge	NY	-	
Ryan Wasson%		Center Moriches	NY	-	
Rahim Chowdhury%		Bronx	NY	10462	
Shaun E. Weissman%		East Meadow	NY	11554	
Eddy D. Duroseau%	777 Westchester Avenue, Suite 101	White Plains	NY	10604	(914) 898-9040
Randy Persad%		Queens	NY	11415	
Maiker Cabrera%		New Rochelle	NY	10801	(914) 222-5140
Robert Randell%		-	NY	-	
Gary Liang%		Plainview	NY	-	(212) 361-9464
Nina Palermo-Gustafson%		Jamestown	NY	14701	
Laura Calarco%		Auburn	NY	13021	
Yesenia Bonilla%		Thiells	NY	10984	
Bolivar Corrales%		Bronx	NY	10453	(718) 822-8000
Joseph Hernandez%		Copiague	NY	11726	(631) 841-6770
Chelsea Weyant%	266 New Hackensack Rd	Wappingers Falls	NY	12590	(845) 298-3600
Alba Garcia%		West Haverstraw	NY	10993	(845) 429-2125
Marcella Cofre%	75 North Saw Mill River Road, Suite 200	Elmsford	NY	10523	(914) 407-4849
Donald Recore%		Plattsburgh	NY	12901	(518) 324-7766
Glenn Pendola%		Commack	NY	11725	-
Milton Choto%		Huntington	NY	11743	(631) 271-0300
Patrick Carroll%		Manorville	NY	11949	
Peter "Pete" Cuomo%		Valhalla	NY	10595	(914) 769-5454
Katherine Butterson%		Williamsville	NY	14221	(716) 636-8800
Toby Violi%		Massena	NY	13662	(315) 705-2900
Francisco Mercado%		Flushing	NY	11358	(718) 939-2000
Anthony Fauci%		Staten Island	NY	10305	(718) 987-9500
John Wiltshire%		New York	NY	10019	(212) 799-2900
Esther Jordan%		New York	NY	10027	(212) 877-2500
Domenico Mucci%		Brooklyn	NY	11214	(718) 362-3550
Stephen Lockhart & Louis Croce%	3868 South Park Avenue	Blasdell	NY	14219	(716) 706-4188
Yimny A. Espinal%		Valhalla	NY	10595	(914) 368-8870

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Norman Michaels Jr.%		South Salem	NY	10590	
Allister Davis%		New York	NY		(646) 966-0060
Vincent Marangiello%		Massapequa	NY	11758-1759	
Luis Cabrera%		Hartsdale	NY	10530	
Ashley Munoz%		Northport	NY	11768	(631) 261-4200
Roger Lord%		Brooklyn	NY	-	(347) 703-6270
Danny Haydon%		New York	NY	10013	
David Fischer%		Brooklyn	NY	11217	
Marc Lenci%		Mount Vernon	NY	10001	
Leon Nurse#+	70 E Sunrise Hwy, Suite 500	Valley Stream	NY	11581	(516) 274-9981
Fran Foley#+	120 Russell Road	Albany	NY	12205	(518) 880-9222
Jason Isanberg+	1 Plaza Road, Suite 100A	Greenvale	NY	11548	(516) 464-1455
Zachary Schiller+	25 Main Street, Suite 1-1	Goshen	NY	10924	(845) 533-2049
Peter Spadafino+	26B Rocky Point Road	Middle Island	NY	11953	(631) 861-5882
Cydney Gregware+	41 State Street, Suite 604-03	Albany	NY	12207	(518) 892-9549
Glen Ponzini, Jr.+	6302 New York 25A, Suite B3	Wading River	NY	11792	(631) 538-0881
Jon Kahen+	111 Great Neck Rd Suite 201H	Great Neck	NY	11021	(516) 441-2266
Emanuel Smith+	16114 Union Turnpike	Fresh Meadows	NY	11366	(347) 384-8446
Robert Pearlman+	103 Earle Avenue	Lynbrook	NY	11563	(516) 405-3944
Kelly Zielinski+	1114 E. 2nd St	Jamestown	NY	14701	(716) 463-2355
Darwin Martinez+	73 Market Street Ste 376	Yonkers	NY	10710	(914) 339-5655
Pooja Kuhn	355 West Prospect Road, Suite 116A	Ashtabula	OH	44004	(440) 964-3276
Mark Pickering	237 Leatherman Road	Wadsworth	OH	44281	(330) 964-9332
Andy Busic#	1991 Crocker Road, Suite 639	Westlake	OH	44145	(440) 399-7734
Lloyd Taylor	815 Superior Avenue, Suite 1302	Cleveland	OH	44114	(216) 859-9744
Scott Parson	410 Kaler Ave	Bucyrus	OH	44820	(419) 951-9016
Jeremy Webb	2888 Nationwide Parkway, Ste 216	Brunswick	OH	44212	(234) 274-1550
Jeff Knight	415 Glensprings Drive, Suite 301-D	Cincinnati	OH	45246	(513) 906-5606
John Hale%		Jackson	OH	45640	(740) 710-0365
Dionne Brinson%		West Chester	OH	45069	(513) 808-9711
Jade Farmer%		Jackson	OH	45640	(740) 577-9499
Kevin Floyd%		Mason	OH	45040	(513) 770-1090
Jordan Turner%		Lewis Center	OH	43035	(614) 430-0098
Chris Allen%		Reynoldsburg	OH	43068	(317) 565-3523
Leonard Rubal%		Westerville	OH	43082	(614) 426-8093
Eric Brown%		Massillon	OH	44646	(330) 520-2558
John Mitchell%		Salem	OH	44460	(440) 570-6238

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Chris Graff%	70 W McKinley Way Suite 18	Poland	OH	44514	(330) 755-5500
Donald Newell Jr.%		North Lima	OH	44452	(330) 984-6558
Brent Fannin%		Columbus	OH	-	
Eric House%		Cincinnati	OH		
James Duck%		Massillon	OH	-44646	(330) 546-4349
George Giannaris%		Urbana	OH	43078	(937) 652-3086
John Ferrazza%		Dayton	OH	-	
Andrew Etheridge%		Liberty Township	OH	45044	(513) 833-5596
Brandon White%		WICKLIFFE	OH		(216) 258-3699
Raymond Morris%		Hubbard	OH	44425	(234) 256-1081
Darren Brown%		Marysville	OH	43040	(937) 644-9118
Rebecca Snodgrass%		Hartville	OH	44632	(330) 839-8971
Michael Evans%		Toledo	OH	43604	(419) 283-1048
Leah Brantley%		Cincinnati	OH	45238	(513) 662-7283
Doug Yglesias%		Columbus	OH	43212	(614) 488-3388
David Geiger%		Cincinnati	OH		
Mark Pillon+	4333 Swallen Road	Louisville	OH	44641	(440) 467-0177
Austin Fox	1626 West Cherokee Avenue	Enid	OK	73703	(405) 896-7990
Stone Scoggin#	1106 SE Washington Street, Suite 1, Idabel, Ok	Idabel	OK	74745	
Chuck Sloan%		Tulsa	OK	74120	
Michael Lackey%		Edmond	OK	73012	
J.P.S.%		Tulsa	OK	74136	
John Brogan%		Collinsville	OK	74021	(918) 371-9601
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
Ronnie Jones+	10920 N. May Ave	Oklahoma City	OK	73120	(405) 666-8236
Riley Cranston	3033 Northwest Winslow Drive	Bend	OR	97701	(541) 897-9710
Nick Giusto#	27905 Southeast Haley Road	Boring	OR	97009	(503) 765-9934
Rory McCluskey%		Salem	OR	97302	
Gerald Morales%		Salem	OR	97317	
Khoa Tran Le%		Portland	OR	97232	
Shirley Roberts%		GRANTS PASS	OR	97527	
Jeanne Sreenan%		Hood River	OR	97031	
Cynthia Jones%	33 North Central, Suite 213	Medford	OR	97501	(541) 897-8344
Jared Walthard%		Tigard	OR	97224	
Terry Robinson Sr.%		Oregon City	OR	97045	
Tony Bush%		Klamath Falls	OR		(541) 591-0456

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Blake Ecker%		Corvallis	OR	97330	(541) 223-5323
Jacob Noah%		Beaverton	OR	97003	
Doug DiCola%		Lake Oswego	OR	97035	(503) 635-7765
Lawnie Tucker+	715 Northwest 3rd Street	Prineville	OR	97754	(541) 241-9665
Fomba Siafa	1650 Market St Office 3668	Philadelphia	PA	19103	(267) 551-3944
Jonathan Becker	1300 Industrial Blvd, Suite 201B	Southampton	PA	18966	
Jessica Moore	1 International Plaza, Suite 550	Philadelphia	PA	19913	(267) 270-4188
Nathaniel Barkley	719 West Girard Avenue, Suite 134	Philadelphia	PA	19123	(215) 839-3081
Agot Agot	1017 Mumma Road, Suite 105	Wormleysburg	PA	17043	(717) 670-4888
Gerry Cleary#	2006 Dekalb Pike	East Norriton	PA	19401	(484) 750-2577
Matt Seyler	325-41 Chestnut Street, Suite 800	Philadelphia	PA	19106	(267) 668-3554
Rollin Reading	3611 Bakerstown Road, Suite #2 P.O. Box #304	Bakerstown	PA	15007	484.521.3209
Jan Riegel#	4641 Pottsville Pike, Suite 7	Reading	PA	19605	(610) 590-7266
Kimberly Kirkpatrick#	18 Campus Boulevard, Suite 126	Newtown Square	PA	19073	484-451-1005
Brian Nardini%		Hatboro	PA	19040	(215) 600-1322
John Hufnagle%		Hatboro	PA	19040	(267) 778-9170
Parveen "Pete" and Rajendra "Raj" Sekhawat%		Royersford	PA	19468	(610) 427-5018
Pat Boyle%	1223 W Chester Pike Fl 2 Havertown	Havertown	PA	19083	(610) 420-5115
Justin V. Kadish%	1208 Whitfield Blvd	Reading	PA	19609	(610) 750-9200
Kevin Murray- duplicate DNU%		Philadelphia	PA	19114	(215) 331-3816
Bill Thompson%		Indiana	PA	15701-2762	(724) 463-5333
Rafal Kolankowski%		North Huntingdon	PA	15642	(412) 824-5288
Damon Troy%		Jamison	PA	18929	(215) 491-7100
W.T.%		Abington	PA	19001	
Jennifer Stare%		Hershey	PA	-	
Karen and Ray Passieu%		McMurray	PA	15317	(724) 260-0188
Jennifer West%		Wilkes Barre	PA		
Matt Metarko%		Latrobe	PA	15650	
Jeff Law%		North Huntingdon	PA	15642	(724) 871-7033
Janille Williams%		Philadelphia	PA	19144	
John Harris%		Darby	PA	19023	
Berat Ugrasiz%		Pittsburgh	PA	15237	(412) 352-0948
Kevin Eliason%		Feasterville Trevose	PA	19053	

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Jeremiah Kim%		Cresson	PA	16630-1119	
Jose Figueroa%		Philadelphia	PA		(215) 960-2640
Sabina Zahirovic%		Harrisburg	PA		
Jason Kephart%		Lower Burrell	PA	Lower Burrell, PA 15	
Christina Paolisso and Scott Nurick%		Conshohocken	PA	19428	
Brandon Cocain%		Sharpsville	PA	-	(724) 301-4937
Fred Kernisky%		McKeesport	PA	15133	
Patrick Benner%		Drexel Hill	PA	19026	
Tim Madden%		Pittsburgh	PA	15241	
Courtney Lisk%		Scranton	PA	18509	(570) 800-5969
Philip Greger#+	350 S Main St Ste 215	Doylestown	PA	18901	(215) 340-1381
Fran Evans#+	1037 Mill Creek Drive	Feasterville-Trevose	PA	19053	(215) 323-6850
Anthony Acri#+	7B N Clover Lane	Harrisburg	PA	17112	(717) 996-4160
Drew Merritt#+	1650 Market Street, Suite 3600	Philadelphia	PA	19103	(215) 454-2066
Brian Sharkey+	630 Freedom Business Center 3rd Floor	King of Prussia	PA	19406	(610) 251-3824
Amy Ferraro+	1402 S Atherton St	State College	PA	16801	(484) 265-1031
Dadhi Dahal+	330 East Park Drive	Harrisburg	PA	17111	(315) 728-9994
Brian Wilson+	858 Welsh Rd Ste 8	Maple Glen	PA	19002	(215) 630-6944
Sean Miguel+	300 Welsh Rd Building 1, Suite 100	Horsham	PA	19044	(267) 703-4544
Melissa Davis+	610 Old York Road suite 400	Jenkintown	PA	19046	(215) 765-2686
Gerry Lepain%		-	RI		
K.C.%		North Providence	RI	02911	
J.T.%		Pawtucket	RI	2861	
J.I.%		Cranston	RI	2920	
Renee Friar	1320 Main Street, Suite 300	Columbia	SC	29201	(803) 456-2900
Shannon Baker	3724 Old Charleston Highway, Suite 103	Johns Island	SC	29455	(843) 972-3566
Roger Armfield%		Florence	SC		
Grant Sims%		Greenville	SC		
Anthony Kolgaklis%		North Charleston	SC	29406	(843) 974-6044
Sterling McMillan%		Columbia	SC	-	(803) 363-9834
Bruce Yeager%		Bluffton	SC	29910	
Billy Hyde%		Mount Pleasant	SC	29464	
Eric Tryby%		Summerton	SC	29148	(951) 600-0068
Chris Collins%		Greenville	SC	-	-
Mike Campbell%		Charleston	SC	29412	
Ike Sullivan%		Myrtle Beach	SC		

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Frank Harris%		Summerville	SC	29485	-
Ethan Hinkle%		Greenville	SC	29605	tbd
Michael Colombo%		Greenville	SC		
Paul Duty%		Inman	SC	29349	-
David Waring%		Greenville	SC	29607	-
Michael Strawhorn%		Greenville	SC	-	(864) 506-0161
Friar Dixon%		Clemson	SC	29631	(864) 643-2895
Jeremy Ford%		Greenville	SC	29607	(864) 297-9222
Emanuel Thomason%		Fort Mill	SC	-	(864) 419-0135
Darrell Frye%		Bluffton	SC	29910	(317) 600-8518
Mike Sturkie#+	1224 Pickens Street, Suite 150	Columbia	SC	29201	(803) 766-7796
Leslie Pitts+	600 Columbia Ave STE 6	Lexington	SC	29072	(803) 335-1700
Scott Eggleston and Jeff Eggleston+	1304 Professional Drive, Suite E	Myrtle Beach	SC	29577	(843) 405-3011
Thomas Roach+	2315 North Main Street, Suite 211-E	Anderson	SC	29621	(864) 305-1267
Dane Oman#	1719 West Main Street, #204	Rapid City	SD	57702	(605) 800-4446
Immanuel Bassey%		Sioux Falls	SD	57105	
David Holloway	9219 Lee Hwy #101	Ooltewah	TN	37363	(423) 616-0477
Chad Shannon	272 N Military Ave	Lawrenceburg	TN	38464	931-231-9004
Benjamin Armstrong & Axel Burgos	632 Fogg Street Suite 11	Nashville	TN	37203	(615) 724-0057
Garrett Davidson	100 Tulsa Road Suite 9	Oak Ridge	TN	37830	(865) 272-0188
Mark Paulson	200 West Martin Luther King Boulevard, #1000	Chattanooga	TN	37402	(423) 704-9922
Nate Hammond#	11304 Station West Drive, Suite C	Farragut	TN	37934	(865) 722-7344
John Mayfield	6584 Poplar Avenue, Suite 340	Memphis	TN	38138	(731) 613-9911
William Joshua Yopp	138 East Tennessee Avenue	Middleton	TN	38052	(731) 472-2039
Terez Wilson%		Memphis	TN	38117	(901) 208-8717
Jenna Pitt%		La Vergne	TN		
Jay Morgan%	1436 Club House Drive	Dyersburg	TN	38024	(731) 641-4177
David Strickland%		Johnson City	TN	37615	
Bobby Emmett%		Clarksville	TN	37042	
Ken Graham%		Seymour	TN	37865	(865) 428-1944
Daniel "Chad" Gatlin%		Bartlett	TN	38133	(901) 235-1176
Blake Sims%		Memphis	TN	38117	(901) 800-5777
Joseph P. Kerr%		Nashville	TN	37205	
B.C.%		Knoxville	TN	37932	
Clayton Buescher%	3102 West End Avenue, Suite 400	Nashville	TN	37203	615-622-2501
Ray Besch%		Nashville	TN		

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Dave Abdallah%		Nolensville	TN	37135	
Steve Treece%		Smyrna,	TN	37167	(615) 821-0821
Roger Penn%		Brownsville	TN	38012	
Ashlee Kelly%		Nashville	TN	-	(615) 948-8060
S.A.%		Nashville	TN	37214	
William A. Burns%		Nashville	TN	37203	(615) 800-6877
Jaron & Sunny Snoeyenbos%		Greeneville	TN	37745	(423) 787-0353
Sullivan Brown%		Chattanooga	TN	37412	-
Jonathan Hunter%		Chattanooga	TN	37416	(423) 490-9200
Liam Schnell%		Nashville	TN		
Martha Haithcock-Sirko#+	1016 Dolly Parton Parkway Unit 9B	Sevierville	TN	37862	(865) 280-4992
Cody White#+	1011 Main St. N	Carthage	TN	37030	(423) 261-4896
Jeff Gerber#	2717 Commercial Center Boulevard Suite E205	Katy	TX	77494	(281) 747-8801
Patrick Bailey	4201 Cypress Creek Parkway, Suite 221	Houston	TX	77068	(832) 553-6252
Curtis Wall	5606 North Navarro Street, Suite 302C	Victoria	TX	77904	(361) 788-3226
Andrew Harpole	5900 South Lake Forest Drive, Suite 340	McKinney	TX	75070	(972) 777-4055
Stephen Steele#	809 Waldemar Drive	Clyde	TX	79510	(325) 773-0933
John Bickham	4737 Mt. Vernon	Corpus Christi	TX	78414	(361) 866-5140
Leah Owen	3936 South Highway 287, Suite 3	Decatur	TX	76234	(337) 516-2308
Marianna Martinez#	166 West Garza, Suite 1	Slaton	TX	79364	(806) 451-5477
Hector Resendez	675 Town Square Blvd, #243	Garland	TX	75040	(972) 974-4042
Joseph Choe	1751 River Run, Suite 200	Fort Worth	TX	76107	(682) 499-1113
Jeanneth Graves	726 Dalworth St., Suite 1003-B	Grand Prairie	TX	75050	(972) 457-1204
Joe Gerik	2717 Commercial Center Blvd, Suite E200	Katy	TX	77494	(281) 220-5725
Yesenia Guerra	4627 Alvin Street	Houston	TX	77051	(713) 324-9198
Wendy Chuang#	6363 Richmond Avenue, Suite 400-A	Houston	TX	77057	(281) 404-9280
Rusty Collins	2833 Crockett Street, Suite 191	Fort Worth	TX	76107	(817) 928-5551
Adel Sammak	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(469) 630-7977
Avryl Gordon	10500 Northwest Freeway, Suite 100	Houston	TX	77092	(713) 680-2178
Jeffery Ortiz	1725 Hughes Landing Boulevard, Suite 11-130	The Woodlands	TX	77380	(832) 241-5533
Bryan Downing	1100 Stone Road, Unit 104	Kilgore	TX	75662	4305629299
Dalia Assem & Islam Abouelenin		Allen	TX		(646) 338-0799

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
Jarrod Juricek#	1330 Lake Robbins Drive, Suites 350 and 650	The Woodlands	TX	77380	(281) 636-1199
Thomas Bills%		Dallas	TX		
Andrew Wood%		Montgomery	TX	77356	(936) 828-4840
Cindy Kranzle%		Sinton	TX	-	-
L.R.%		Austin	TX	-	
Clay Hale%		Tyler	TX	75701	
John Berning%		Sulphur Springs	TX	75482	(903) 885-9607
Matt Scaling%		Plano	TX	75024	(972) 378-5300
Michael Todd%		Dallas	TX	75204	(972) 668-5858
Tim Rial%		Burleson	TX	76028	(817) 447-0719
Cassandra Krumme%		Argyle	TX	76226	(940) 380-8264
Nina Dabney%		White Oak	TX	-75693	(903) 353-4175
Uche Okereke%		Houston	TX	77095	(281) 463-9300
Jim Hutchison%		Fort Worth	TX	76179	
Salvador Sanchez%		Marshall	TX	75672	(903) 407-8575
Donald Enga%		Houston	TX	77007	(516) 659-1803
Folahan Adetunji%		Dallas	TX		
Gustavo Garza%		Conroe	TX	77385	
Chris Cavanaugh%		Cypress	TX	77433	
Greg Losack%		East Bernard	TX	-	
Kelli Abreu%		Houston	TX	77018	(832) 878-7376
Laura Templet%		Houston	TX	-	(832) 764-8520
Edward Houillion%		Allen	TX	75002	(214) 446-1816
Stuart Smith%		Corsicana	TX	75110	(903) 872-6700
Matthew Utz%	15399 County Rd 26	Tyler	TX	75707	(903) 574-9915
Josh & Mia Reeves%		Bedford	TX	76021	(817) 751-0254
Morad Barqawi%		Euless	TX		
Matt Gaby%		Columbus	TX	78934	(979) 732-8327
Rick Shirley%		Lakeway	TX	78734	(512) 508-1622
Samantha Gwynn%		Hickory Creek	TX	75065	(469) 233-6711
Kesha Dean%		Houston	TX	77056	
Victoria Davis%		Sanger	TX		
JD Quinn%		Dallas	TX		
Jauvona & Alfred Daise%		Houston	TX		(561) 777-6696
Glenda Brooks%		Fairfield	TX		
Brittany Shelhorse%		Frisco	TX	75034	(817) 501-0315
David Chenault%		Hutto	TX	78634	(512) 244-6641

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Chevonne McCray%		Garland	TX	75043	(415) 312-1894
Houtan Samanian%		Houston	TX	77077	
Zac Spivey%		El Paso	TX	79938	(409) 920-5698
Barry DeRouen%		Houston	TX	77044	(832) 672-7950
W.L.%		Munday	TX	-	
Larry Garza%	the 1820 E Griffin Pkwy, Ste B	Mission	TX	78572	TBD
Kristin R. James%		Plano	TX	75075-2355	(972) 881-0044
Cameron Gardner%		Houston	TX	77058	(713) 826-0785
Ernesto G. Rincon%	211 Highland Cross Drive Suite 230	Houston	TX	77073	(281) 982-5881
Eric Armendariz%		The Colony	TX	75056	(214) 663-4512
Nicholas Gamboa%		Houston	TX	77019	(770) 843-3123
Samantha Brock%		Conroe	TX	77301	(281) 814-4920
Reggie Wrinkle%		Abilene	TX	79605	(325) 439-1742
Jantz Goble%	1500 Solana Boulevard, Building 4, Suite 4500	Westlake	TX	76262	817-533-7633
Clifford Collen%		Belton	TX	76513	(254) 870-4612
Vanecia Jordan%		Beaumont	TX	77713	(409) 466-4564
Adrian Valerio%		Harlingen	TX	78552	(956) 536-3134
Omaer Saleem%		Houston	TX	-	(832) 880-1095
Jeffrey T. Bowers%		Dallas	TX		(502) 454-7992
Kristi McCarty%			TX		(903) 939-8181
John Oettli%		Tomball	TX		(832) 574-3349
Samantha Mullins#+	10210 Frankford Avenue, Suite 410	Lubbock	TX	79424	(806) 300-0299
Enrique Sandoval#+	1452 Hughes Road, Suite 200	Grapevine	TX	76051	(469) 649-0588
Laura Feldman#+	720 Rusk Street, Suite 126	Houston	TX	77002	(713) 766-3303
Kristi D. Williams#+	902 South Highway 207, Suite B	Spearman	TX	79081	(806) 642-4797
Sonya Taylor#+	200 W. Fair Street	Kaufman	TX	75142	(214) 612-8074
Bret Smith+	719 US 183 Highway, Ste. B112	Liberty Hill	TX	78642	(512) 548-6900
Gabe Becerra+	9330 Corporate Drive, Suite 603,	Selma	TX	78154	(210) 347-5597
Ben Breedlove+	117 East Jackson Street	Burnet	TX	78611	(806) 368-2307
Monica Oncale+	3663 N. Sam Houston Parkway East, Suite 600	Houston	TX	77032	
Ian Trickey+	2701 Brown Trail, Suite 104	Bedford	TX	76021	(214) 945-2558
Johnny Pedroza+	4940 Broadway, Suite 116	San Antonio	TX	78209	(210) 756-8590
Justin Winstead+	1500 Solana Blvd, Suite 4500	Westlake	TX	76262	8179160145
Kellen Vaughan, Kenneth Travis+	628 Stoneglen Drive, Suite B	Keller	TX	76248	(817) 697-4066

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Karma Delgado+	831 Landa Street, Suite C	New Braunfels	TX	78130	(512) 801-7466
Codi Konesheck+	888 U.S. 90, Suite D	Sealy	TX	77474	(281) 373-4960
Tony Boscarino+	2251 North Loop 336 West, Ste. C	Conroe	TX	77304	(281) 257-2400
Peggy McClaren+	1849 Lamar Avenue, Suite 120	Paris	TX	75460	(903) 200-4951
Dane Ormand & Riley Spiller+	9707 FM 812, Suite 3	Austin	TX	78719	(512) 960-4550
Zach Sharp+	2300 Highland Village Road, Suite 2208	Lewisville	TX	75077	(469) 351-7657
Zoltan Papp+	3401 Olympus Boulevard, Suite 440	Coppell	TX	75019	(972) 379-2505
Michael Gonzales+	8151 Broadway, Ste. 102	San Antonio	TX	78209	(210) 889-2956
Mark Solomon+	2770 Main Street, Ste. 251	Frisco	TX	75033	(214) 739-5610
Leon Battle & Kelli Wiggs#	5215 Colley Avenue, Suite 109	Norfolk	VA	23508	(757) 981-0012
Ryan Stanard	2302 Jefferson Davis Highway Suite B	Fredericksburg	VA	22401	(540) 324-4744
Karen Clark#	3640 South Plaza Trail Suite 203	Virginia Beach	VA	23452	(757) 800-1090
Ricardo Paz Soldan	23041 Fontwell Square	Sterling	VA	20166	(703) 865-2226
Steve Utley	1717 East Cary Street	Richmond	VA	23223	(757) 578-1375
Ligia Herrera	161 Fort Evans Road NE, Suite 250	Leesburg	VA	20176	703-794-1146
John Nagle	1700 Airline Boulevard	Portsmouth	VA	23707	(757) 916-5750
Natasha Small	2020 Portlock Road, Suite 201	Chesapeake	VA	23324	(757) 512-7106
Mustafa Rasuli%		Occoquan	VA		(703) 451-3434
Haile Lytton%		N Chesterfld	VA	22032	(804) 794-7077
Chris Goad%		Hillsville	VA	24153	(276) 728-2231
Chad Murray%		Tazewell	VA		(276) 988-7931
Jimmy Johnson%		Grundy	VA	24614	(276) 935-7151
Dawn Brink%	644 Grassfield Parkway Suite 27	Chesapeake	VA	23322-7465	(757) 410-0080
Mike Milligan%		Norfolk	VA	-	
Shawn Clavon%	13203 North Enon Church Road, Suite B-122	Chester	VA	23836	(804) 660-8282
Alex Stanek%		Calabash	VA	-	(540) 314-5481
Xiomara Alvarado%		Chester	VA		(757) 748-7842
Trung Nguyen%		Sterling	VA		
Michael Collins%		Alexandria	VA		
Lydia Abebe%		Alexandria	VA		(202) 746-4353
Thomas "Rocky" Piper%		King George	VA	22485	(571) 970-7581
Pat Trompeter%		Virginia Beach	VA	23462	
Rocky Taullie%		Norfolk	VA	23518-5444	(757) 222-7627
Ryan Redmond%		Moseley	VA	23120	(845) 701-1720

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Kevin Holdsworth%		Woodbridge	VA	22191	
Steve Klimkiewicz & Brittney Horton+	1545 Crossways Boulevard Suite 250	Chesapeake	VA	23320	(757) 707-8833
Samuel Huang and Janice Liu+	8300 Boone Blvd., Suite 570	Vienna	VA	22182	(586) 883-3802
Stephanie and Will Gaethle	1017 S 48th Ave Ste D	Yakima	WA	98908	(509) 895-2600
Susan Yarrington#	909 Alder Ave, Suite 203	Sumner	WA	98390	(253) 299-8802
Morgan Krause	705 S 9th St #301	Tacoma	WA	98405	(253) 330-8222
K.W.%		Yakima	WA	98908	
Mistica Wright%		Liberty Lake	WA	99019	(509) 900-3058
Mike Malott%		Puyallup	WA	98374	
Robert Gibson%		Seattle	WA	98109	
W.S.%		Battle Ground	WA	98604	
Terressa Montgomery%		Federal Way	WA	98023	
Argam Zaghian%		Bothell	WA	98011	(425) 820-2002
Kristopher Carrithers%		Olympia	WA	98506	
R.S.%		Yakima	WA	98908	
Rick Stevens%		Lakewood	WA	98499	
Kris Hubbard%		SHORELINE	WA	98155	
M.C.%		Vancouver	WA	98684	
Randy McCready%		Sumner	WA	98390	(253) 987-7196
A.M.%		Vancouver	WA	98662	
Bryan Vander Hoek%	1616 32nd StSte 14	Everett	WA	98201	(425) 374-8392
Ryan Haggerty%		Liberty Lake	WA	-	(509) 263-8888
David Anderson%	127 East Hazel Avenue	Burlington	WA	98233	(360) 755-0390
Andy Sanchez#+	6100 219th Street SW, Suite 480	Mountlake Terrace	WA	98043	(425) 748-7480
Carrie Cocanour+	8201 164th avenue NE, Suite 200	Redmond	WA	98052	(425) 818-0011
Adam Morris	3216 South 92nd Street, Suite 201	Milwaukee	WI	53227	(262) 771-1030
Melissa Stitz%		Green Bay	WI	54311	
Chris Reese%		Madison	WI	53704	(608) 630-4204
Dylan Setzer%		Cedarburg	WI		
Thomas DeLadurantey%		Milwaukee	WI		
Brent Dabler%		Wausau	WI	54401	(715) 359-4520
Bradly Leis%		Tomah	WI	54660	(608) 573-3636
Travis Oldenburg%		Appleton	WI		
Rebecca Moran%		Sun Prairie	WI	53590	-
Jerry Laack%		Baraboo	WI	53913	
Heather Drummond/Raul Carvajal	126 East Burke Street, Suite 13	Martinsburg	WV	25401	(304) 557-2786

Franchisee Name	Mailing Street	City	State	Zip Code	Phone Number
Kevin Horn & Stephanie Curtin#	630 North Mildred Street	Ranson	WV	25438	304-418-4300
Chris Walker%		Fairmont	WV	26554	(681) 404-3433
Matt Smith%		Spencer	WV	25276	
Christopher J. Boyce%		Fairmont	WV	26554	(304) 366-7023
Eric Gates%		Martinsburg	WV	25401	(304) 262-0300
Logan Wojcik+	1300 Market Street	Wheeling	WV	26003	(304) 885-0261
Kimberly Cozad%		Cheyenne	WY		
Brian Helling & Justin Kelly%		Casper	WY	82601	(307) 224-3200

EXHIBIT F-1

FINANCIAL STATEMENTS

Audited consolidated balance sheets of Goosehead Insurance, Inc. and subsidiaries as of December 31, 2022 and 2021, the related consolidated statements of operations, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2022

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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, 2022 and 2021, the related consolidated statements of operations, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2022, 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, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, 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, 2022, commissions and agency

fees was $100.3 million, of which $81.7 million relates to new and renewal commissions. For the year ended December 31, 2022, franchise revenue was $107.7 million, of which $95.6 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 developed an independent expectation of current year constrained commissions and royalty fees revenue and compared to management's recorded amount.
- 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 24, 2023
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,		
	2022	2021	2020
Revenues:			
Commissions and agency fees	$ 100,265	$ 82,651	$ 71,811
Franchise revenues	107,722	67,508	44,390
Interest income	1,403	1,153	813
Total revenues	209,390	151,312	117,014
Operating Expenses:			
Employee compensation and benefits	133,293	94,978	67,366
General and administrative expenses	52,887	39,789	24,985
Bad debts	6,198	2,999	1,576
Depreciation and amortization	6,884	4,873	3,147
Total operating expenses	199,262	142,639	97,074
Income from operations	10,128	8,673	19,940
Other Income:			
Other income	—	185	90
Interest expense	(4,999)	(2,854)	(2,310)
Income before taxes	5,129	6,004	17,720
Tax expense (benefit)	2,499	(2,292)	(1,035)
Net Income	2,630	8,296	18,755
Less: net income attributable to non-controlling interests	2,065	2,893	9,468
Net Income attributable to Goosehead Insurance Inc.	$ 565	$ 5,403	$ 9,287
Earnings per share:			
Basic	$ 0.03	$ 0.28	$ 0.55
Diluted	$ 0.03	$ 0.26	$ 0.51
Weighted average shares of Class A common stock outstanding:			
Basic	20,995	19,181	16,785
Diluted	21,773	20,813	18,383

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated balance sheets

(In thousands, except share and par value amounts)

	December 31, 2022	December 31, 2021
Assets		
Current Assets:		
Cash and cash equivalents	$ 28,743	$ 28,526
Restricted cash	1,644	1,953
Commissions and agency fees receivable, net	14,440	12,056
Receivable from franchisees, net	4,932	2,986
Prepaid expenses	4,334	4,785
Total current assets	54,093	50,306
Receivable from franchisees, net of current portion	23,835	29,180
Property and equipment, net of accumulated depreciation	35,347	24,933
Right-of use asset	44,080	32,656
Intangible assets, net of accumulated amortization	4,487	2,798
Deferred income taxes, net	155,318	125,676
Other assets	4,193	4,742
Total assets	$ 321,353	$ 270,291
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable and accrued expenses	$ 15,958	$ 12,995
Premiums payable	1,644	1,953
Lease liability	6,627	4,893
Contract liabilities	6,031	6,054
Note payable	6,875	4,375
Total current liabilities	37,135	30,270
Lease liability, net of current portion	64,947	47,335
Note payable, net of current portion	86,711	118,361
Contract liabilities, net of current portion	40,522	42,554
Liabilities under tax receivable agreement, net of current portion	125,662	100,959
Total liabilities	354,977	339,479
Commitments and contingencies (see notes 9, 15, and 17)		
Class A common stock, $0.01 par value per share 300,000,000 shares authorized, 23,034,287 shares issued and outstanding as of December 31, 2022, 20,198,005 issued and outstanding as of December 31, 2021	228	200
Class B common stock, $0.01 par value per share - 50,000,000 shares authorized, 14,470,623 issued and outstanding as of December 31, 2022, 16,909,343 issued and outstanding as of December 31, 2021	146	170
Additional paid in capital	70,866	46,281
Accumulated deficit	(60,570)	(60,671)
Total stockholders' equity and members' deficit	10,670	(14,020)
Non-controlling interests	(44,294)	(55,168)
Total equity	(33,624)	(69,188)
Total liabilities and equity	$ 321,353	$ 270,291

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, 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)

	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, 2022	20,198	16,909	200	170	46,281	(60,671)	(14,020)	(55,168)	(69,188)
Net income	—	—	—	—	—	565	565	2,065	2,630
Exercise of stock options	381	—	4	—	5,427	—	5,431	—	5,431
Equity-based compensation	—	—	—	—	19,642	—	19,642	—	19,642
Activity under employee stock purchase plan	16	—	—	—	699	—	699	—	699
Redemption of LLC Units	2,439	(2,439)	24	(24)	(7,598)	—	(7,598)	7,598	—
Deferred tax adjustments related to Tax Receivable Agreement	—	—	—	—	6,415	—	6,415	747	7,162
Reallocation of Non-controlling interest	—	—	—	—	—	(464)	(464)	464	—
Balance December 31, 2022	23,034	14,470	228	146	70,866	(60,570)	10,670	(44,294)	(33,624)

See Notes to the Consolidated Financial Statements

Goosehead Insurance, Inc.
Consolidated statements of cash flows

(In thousands)

	Year Ended December 31,		
	2022	2021	2020
Cash flows from operating activities:			
Net income	$ 2,630	$ 8,296	$ 18,755
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	7,109	5,117	3,570
Bad debt expense	6,198	2,999	1,576
Equity based compensation	19,642	7,292	4,745
Impact of tax receivable agreement	24,703	40,759	48,760
Deferred income taxes	(22,478)	(43,277)	(49,066)
Noncash lease expense	1,998	5,949	13,623
Changes in operating assets and liabilities:			
Receivable from franchisees	(722)	(11,647)	(7,085)
Commissions and agency fees receivable	(4,504)	4,722	(12,909)
Prepaid expenses	451	(1,080)	(1,718)
Other assets	548	(805)	(2,581)
Accounts payable and accrued expenses	2,513	4,004	2,541
Deferred rent	—	—	(7,365)
Contract liabilities	(2,055)	14,407	11,406
Premiums payable	(309)	629	400
Payments pursuant to the tax receivable agreement	—	(1,921)	(9)
Net cash provided by operating activities	35,724	35,444	24,643
Cash flows from investing activities:			
Proceeds from notes receivable	43	32	35
Purchase of software	(2,484)	(2,669)	(393)
Purchase of property and equipment	(10,130)	(12,738)	(9,975)
Net cash used for investing activities	(12,571)	(15,375)	(10,333)
Cash flows from financing activities:			
Debt issuance cost	—	(666)	(677)
Repayment of revolving credit facility	(50,000)	—	—
Repayment of term note payable	(4,375)	(4,369)	(27,821)
Proceeds from revolving credit facility	25,000	20,000	5,000
Proceeds from term note payable	—	24,619	59,821
Proceeds from the issuance of Class A common stock	6,130	4,590	5,040
Member distributions and dividends to stockholders	—	(60,000)	(44,697)
Net cash used for financing activities	(23,245)	(15,826)	(3,334)
Net increase (decrease) in cash and cash equivalents, and restricted cash	(92)	4,243	10,976
Cash and cash equivalents, and restricted cash, beginning of period	30,479	26,236	15,260
Cash and cash equivalents, and restricted cash, end of period	$ 30,387	$ 30,479	$ 26,236
Supplemental disclosure of cash flow data:			
Cash paid during the year for interest	$ 4,774	$ 2,351	$ 1,887
Cash paid for income taxes	484	272	270

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 12 corporate-owned locations in operation at December 31, 2022, 15 at December 31, 2021, and 9 at December 31, 2020.

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, 2022, 2021, and 2020, the Company onboarded 496, 405, and 337 franchise locations, respectively and had 1,413, 1,198, and 891 operating franchise locations as of December 31, 2022, 2021 and 2020 respectively. No franchises were purchased by the Company during the years ended December 31, 2022, 2021, and 2020.

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.

Reclassification

Certain amounts previously reported in the 2021 financial statements have been reclassified for comparative purposes to conform to the current period's presentation. We reclassified amounts between "Employee compensation and benefits" and "General and administrative expenses" in the Consolidated Statement of Operations. We reclassified amounts between "Receivables from franchisees, net" and "Accounts payable and accrued expenses" in the Consolidated Balance Sheet that also impacted balances in the Consolidated Statement of Cash Flows. We disaggregated the proceeds and payments of the term notes payable and revolving credit facility on the Consolidated Statements of Cash Flows.

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 $1.6 million and $2.0 million as of December 31, 2022 and 2021, 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, 2022, 2021, and 2020 (*in thousands*):

	December 31,		
	2022	2021	2020
Cash and cash equivalents	$ 28,743	$ 28,526	$ 24,913
Restricted cash	1,644	1,953	1,323
Cash and cash equivalents, and restricted cash	$ 30,387	$ 30,479	$ 26,236

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 sheets, 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 2022, the Company wrote with approximately 150 insurance carriers, of which 58 provided national coverage. In 2022, two carriers represented more than 10% of total revenue at 14% and 12%. 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 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 2022, 2021, and 2020 related to franchise fees on a payment plan was $1.4 million, $1.1 million, and $0.8 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

Goosehead provides personal and commercial property and casualty insurance brokerage services for its clients through a network of corporate-owned and franchise units. Goosehead is compensated for the insurance brokerage services that it provides for clients in the form of commission revenue, royalty fees, and contingent commissions. The Company adjusts its estimates of revenue recognized for commissions and royalty fees based on cash collections during the terms of the policies.

Certain costs to obtain or fulfill a contract are 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, 2022.

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.

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, 2022, 2021, and 2020 was $1.0 million, $1.3 million, and $0.9 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 was initially effective as of March 12, 2020 through December 31, 2022. In December 2022, ASU 2022-06 extended the effective period through December 31, 2024. 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.

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.

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, as the underlying policies are placed, net of a constraint.

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 closely follows 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 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 Company defers certain costs to obtain customer contracts primarily as they relate to commission-based compensation plans for Franchisees, 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 source *(in thousands)*:

	Year Ended December 31,		
	2022	2021	2020
Type of revenue stream:			
Commissions and agency fees			
Renewal commissions	$ 57,543	$ 39,111	$ 28,891
New business commissions	24,126	22,108	17,324
Agency fees	10,912	11,506	8,921
Contingent commissions	7,684	9,926	16,675
Franchise revenues			
Renewal royalty fees	77,346	46,079	29,309
New business royalty fees	18,244	14,616	10,623
Initial franchise fees	10,853	6,516	4,236
Other franchise revenues	1,279	297	222
Interest income	1,403	1,153	813
Total revenues	$ 209,390	$ 151,312	$ 117,014
Timing of revenue recognition:			
Transferred at a point in time	$ 92,581	$ 72,725	$ 55,136
Transferred over time	116,809	78,587	61,878
Total revenues	$ 209,390	$ 151,312	$ 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, 2022	December 31, 2021	Increase/(decrease)
Cost to obtain franchise contracts[1]	$ 3,255	$ 1,973	$ 1,282
Commissions and agency fees receivable, net[2]	14,440	12,056	2,384
Receivable from franchisees, net[2]	28,767	29,673	(906)
Contract liabilities[2][3]	46,553	48,608	(2,055)

(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, 2022	December 31, 2021
Contract liability at beginning of period	$ 48,608	$ 34,201
Revenue recognized during the period	(10,853)	(6,516)
New deferrals[1]	8,798	20,923
Contract liability at end of period	$ 46,553	$ 48,608

(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:	
2023	$ 6,031
2024	5,885
2025	5,755
2026	5,628
2027	5,434
Thereafter	17,820
	$ 46,553

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,	
	2022	2021
Franchise fees receivable	$ 35,606	$ 40,171
Less: Unamortized discount	(9,896)	(9,518)
Less: Allowance for uncollectible franchise fees	(487)	(303)
Total franchise fees receivable	$ 25,223	$ 30,350

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

Balance at December 31, 2020	$ 149
Charges to bad debts	1,173
Write offs	(1,019)
Balance at December 31, 2021	303
Charges to bad debts	4,078
Write offs	(3,894)
Balance at December 31, 2022	$ 487

5. Allowance for uncollectible agency fees

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

Balance at December 31, 2020	$ 468
Charges to bad debts	1,826
Write offs	(1,805)
Balance at December 31, 2021	$ 489
Charges to bad debts	2,120
Write offs	(2,159)
Balance at December 31, 2022	$ 450

6. Property and equipment

Property and equipment consisted of the following at *(in thousands)*:

	December 31,	
	2022	2021
Furniture & fixtures	$ 9,772	$ 7,283
Computer equipment	4,041	3,369
Network equipment	423	514
Phone system	326	937
Leasehold improvements	36,009	25,115
Total	50,571	37,218
Less accumulated depreciation	(15,224)	(12,285)
Property and equipment, net	$ 35,347	$ 24,933

Depreciation expense was $6.1 million, $4.5 million, and $2.9 million for the years ended December 31, 2022, 2021, and 2020, respectively.

7. Intangible assets

Intangible assets consisted of the following *(in thousands)*:

	December 31,		Weighted average amortization period (years)
	2022	2021	
Computer software & web domain	$ 5,970	$ 4,168	2.74
Less accumulated amortization	(1,483)	(1,370)	
Intangible assets, net	$ 4,487	$ 2,798	

Amortization expense was $0.8 million, $0.4 million, and $0.3 million for the years ended December 31, 2022, 2021, and 2020, respectively.

Expected amortization for the next five calendar years as of December 31, 2022 are as follows *(in thousands)*:

2023	$	1,685
2024		1,562
2025		1,133
2026		107
2027 and thereafter		—
Total	$	4,487

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, $1.0 million, and $0.8 million for the years ended December 31, 2022, 2021, and 2020.

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, 2022, the Company had not drawn against the revolver. At December 31, 2022, the Company had a letter of credit of $0.2 million applied against the maximum borrowing availability, thus amounts available to draw totaled $49.8 million. The revolving credit facility is collateralized by substantially all the Company's assets, which includes rights to future commissions. Interest payments on the revolving credit facility totaled $0.7 million, $0.4 million, and $0.1 million for the years ended December 31, 2022, 2021, and 2020, respectively.

The $100.0 million term note accrues interest at an initial interest rate of LIBOR plus 2.25%, then at an interest rate determined by the Company's leverage ratio for the preceding period. As of December 31, 2022, the Company was in the greater than 2.50x leverage ratio tranche, accruing interest of LIBOR plus 2.25%. The aggregate principal amount of the term note as of December 31, 2022 is $94.4 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, 2022 are as follows *(in thousands)*:

		Amount
2023	$	6,875
2024		9,375
2025		10,000
2026		68,125
2027		—
Total	$	94,375

There is nothing drawn against the revolver which is coterminous with the term loan and is due in full on June 21, 2026.

Loan origination fees of $0.8 million at December 31, 2022 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, 2022, 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, 2022 and December 31, 2021, 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,		
	2022	2021	2020
Current income taxes			
Federal	$ —	$ —	$ (1,719)
State and local	271	226	373
Total current income taxes	271	226	(1,346)
Deferred income taxes			
Federal	(340)	(4,316)	217
State and local	2,568	1,798	94
Total deferred income taxes	2,228	(2,518)	311
Income tax expense (benefit)	$ 2,499	$ (2,292)	$ (1,035)

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,		
	2022	2021	2020
Income before taxes	$ 5,129	$ 6,004	$ 17,720
Income taxes at U.S. federal statutory rate	1,076	1,261	3,720
Tax on income not subject to entity level federal income tax	(483)	(617)	(2,264)
Permanent Differences:			
Non-deductible stock compensation costs	(1,478)	(4,530)	(3,004)
Non-deductible excess compensation	15	—	—
Non-deductible employee moving expenses	—	6	1
Meals & entertainment	101	25	47
Permanent Provision to Return	43	—	—
State income tax, net of federal benefit	2,268	1,553	524
Other reconciling items:			
Section 162(m) DTA Write-off	935	—	—
Other	22	10	(59)
Income tax expense (benefit)	$ 2,499	$ (2,292)	$ (1,035)

Deferred tax assets and liabilities

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

	December 31, 2022	December 31, 2021
Net operating loss carryforwards	$ 13,172	$ 8,929
Investment in flow-through entity	142,146	116,747
Net deferred tax asset	$ 155,318	$ 125,676

GSHD has income tax net operating loss carryforwards for federal and state purposes of $60.5 million and $0.6 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 2040.

Uncertain tax positions

GSHD has determined there are no material uncertain tax positions as of December 31, 2022.

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 ("TRA") 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 TRA.

During the years ended December 31, 2022, 2021 and 2020, an aggregate of 2.4 million, 1.5 million and 2.6 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 2.4 million, 1.5 million and 2.6 million LLC Units, which resulted in an increase in the tax basis of our investment in GF subject to the provisions of the TRA. 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, 2022 and 2021, the total amount of TRA Payments due to the Pre-IPO LLC Members under the TRA was $125.7 million and $101.0 million, respectively, of which $0.0 million and $0.0 million, respectively, was current and included in Accounts payables and accrued expenses on the Consolidated balance sheets.

11. Stockholder's equity

Class A Common Stock

GSHD has a total of 23,034 thousand and 20,198 thousand shares of its Class A common stock outstanding at December 31, 2022 and 2021, 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 14,471 thousand and 16,909 thousand shares of its Class B common stock outstanding at December 31, 2022 and 2021, 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, 2022, 2021, and 2020, divided by the basic weighted average number of Class A common stock as of December 31, 2022 and 2021 *(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,		
	2022	2021	2020
Numerator:			
Income before taxes	$ 5,129	$ 6,004	$ 17,720
Less: income before taxes attributable to non-controlling interests	2,065	2,893	9,468
Income before taxes attributable to GSHD	3,064	3,111	8,252
Less: income tax expense (benefit) attributable to GSHD	2,499	(2,292)	(1,035)
Net income attributable to GSHD	$ 565	$ 5,403	$ 9,287
Denominator:			
Weighted average shares of Class A common stock outstanding - basic	20,995	19,181	16,785
Effect of dilutive securities:			
Stock options	778	1,632	1,598
Weighted average shares of Class A common stock outstanding - diluted	21,773	20,813	18,383
Earnings per share of Class A common stock - basic	$ 0.03	$ 0.28	$ 0.55
Earnings per share of Class A common stock - diluted	$ 0.03	$ 0.26	$ 0.51

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.

GF makes distributions to the LLC Unit holders on a pro rata basis. For the years ended December 31, 2022 and 2021, GF made no distributions.

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 2022 and 2021, an aggregate of 2.4 million and 1.5 million LLC Units, respectively, were redeemed by the non-controlling interest holders. Pursuant to the GF LLC Agreement, we issued 2.4 million and 1.5 million shares of Class A common stock in connection with these redemptions and received 2.4 million and 1.5 million LLC Interests, increasing our ownership interest in GF LLC. Simultaneously, and in connection with these redemptions, 2.4 million and 1.5 million shares of Class B common stock were surrendered and canceled.

The following table summarizes the ownership interest in GF as of December 31, 2022 and 2021 (in thousands):

	December 31, 2022		December 31, 2021	
	LLC Units	Ownership %	LLC Units	Ownership %
Number of LLC Units held by GSHD	23,034	61.4%	20,198	54.4%
Number of LLC Units held by non-controlling interest holders	14,471	38.6%	16,909	45.6%
Number of LLC Units outstanding	37,505	100.0%	37,107	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, 2022 and 2021 was 43.6% and 48.0%, 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, 2022, 2021, and 2020 is as follows *(in thousands)*:

	Year Ended December 31,		
	2022	2021	2020
Net Income attributable to Goosehead Insurance Inc.	$ 565	$ 5,403	$ 9,287
Transfers (to) from non-controlling interests:			
Decrease in additional paid-in capital as a result of the redemption of LLC interests	(7,598)	(3,728)	(3,525)
Increase in additional paid-in capital as a result of activity under employee stock purchase plan	699	796	542
Total effect of changes in ownership interest on equity attributable to Goosehead Insurance Inc.	**$ (6,334)**	**$ 2,471**	**$ 6,304**

13. Equity-based compensation

A summary of equity-based compensation expense during the years ended December 31, 2022, 2021, and 2020 is as follows *(in thousands)*:

	Year Ended December 31,		
	2022	2021	2020
Stock options	$ 19,642	$ 7,292	$ 4,745
Equity-based compensation expense	$ 19,642	$ 7,292	$ 4,745

Stock options:

The Company granted additional stock options of 1,482,000, 153,500, and 900,000 to its Board of Directors and Managing Directors in 2022, 2021, and 2020, respectively. The weighted average grant date fair value was determined using the Black-Scholes valuation model using the following weighted average assumptions:

	December 31		
	2022	2021	2020
Expected volatility	55% - 65%	45 %	40 %
Expected dividend yield	— %	— %	— %
Expected term (in years)	3.25 - 4	4.25	6.5
Risk-free interest rate	1.19%- 4.26%	0.29 %	0.47 %

A summary of stock option activity for the years ended December 31, 2022, 2021 and 2020 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, 2020	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	
Granted	1,482	97.49	61,808	
Exercised	(381)	14.25	1,886	
Forfeited	(468)	82.82	15,584	
Expired	(13)	40.88	219	
Outstanding as of December 31, 2022	2,689	$ 63.84	$ 70,744	7.63
Options vested and exercisable as of December 31, 2022	906	$ 27.36	$ 8,815	5.62
Options expected to vest as of December 31, 2022	1,783	$ 81.94	$ 61,929	8.63

As of December 31, 2022, total unrecognized compensation expense related to unvested stock options was $41.5 million, which is expected to be recognized over a weighted average period of 2.02 years. Cash received from stock option exercises during the year ended December 31, 2022 was $6.1 million.

A summary of unvested stock option activity for the years ended December 31, 2022, 2021 and 2020 is as follows (*in thousands except per share amounts*):

	Stock Options	Weighted Average Grant Date Fair Value
Unvested as January 1, 2020	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
Vested	(834)	10.64
Granted	1,482	41.71
Forfeited	(468)	33.33
Unvested as of December 31, 2022	1,783	$ 34.73

The total fair value of stock options vested during the years ended December 31, 2022, 2021 and 2020 was $8.9 million, $2.6 million and $1.7 million, respectively.

14. Dividends

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.

The Company did not approve or pay any dividends during the year ended December 31, 2022.

15. Leases

At December 31, 2022, 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 8 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 assets 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, 2022 and 2021 *(in thousands)*:

	December 31, 2022	December 31, 2021
Right-of-use assets	$ 44,080	$ 32,656
Short term lease liabilities	6,627	4,893
Long term lease liabilities	64,947	47,335
Total lease liabilities	71,574	52,228
Weighted average remaining lease term (in years)	7.45	8.10
Weighted average incremental borrowing rate	3.9%	3.1%

The following is a schedule showing the components of lease cost for the year ended December 31, 2022 and 2021 *(in thousands):*

	December 31, 2022	December 31, 2021
Gross operating lease cost	$ 7,034	$ 4,798
Sublease income	(27)	(7)
Net lease cost	**$ 7,007**	**$ 4,791**

The following is a schedule of supplemental cash flow information related to leases for the year ended December 31, 2022 and 2021 *(in thousands):*

	December 31, 2022	December 31, 2021
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ (5,615)	$ (16,092)
Right of use assets obtained in exchange for lease obligation		
Operating leases	$ 15,907	$ 10,143

The following is a schedule of future maturity of lease liability as of December 31, 2022 *(in thousands):*

2023	$ 8,816
2024	11,130
2025	11,316
2026	11,532
2027	11,222
Thereafter	29,060
Total lease payments	83,076
Less: imputed interest	(11,502)
Future maturity of lease liability	**$ 71,574**

As of December 31, 2022, the Company did not have any additional future operating lease commitments that were signed but had not yet commenced.

16. Segment information

The Company's Chief Operating Decision Maker, its Chief Executive Officer ("CEO"), reviews financial information presented on a consolidated basis for purposes of allocating resources and evaluating financial performance. Management views the Company's operations and manages its business as one operating segment. Accordingly, the Company determined that it operates in a single reportable segment. All of the Company's long-lived assets are located in the United States. As a result, beginning with the first quarter of 2022, GSHD has modified the presentation of its segment financial information with retrospective application to all prior periods presented. Since the Company operates in one operating segment, all required financial segment information can be found in the consolidated financial statements.

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 3, 2023, 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 3, 2023.

Guarantor: Goosehead Insurance, Inc.

By: _____

Print Name: John O'connor

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.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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: John O'Connor	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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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:

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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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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: John O'Connor	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: John O'Connor	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:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) 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: John O'Connor	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: John O'Connor	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: John O'Connor	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: John O’Connor	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: John O'Connor	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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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: John O'Connor	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.

H. Section 23.2 of the Franchise Agreement is amended to reflect the following language: No Warranties or Guarantees. You acknowledge and agree that we make no warranties or guarantees 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.

I. Section 28.7 of the Franchise Agreement is amended to reflect the following language: 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.

J. Section 28.10 of the Franchise Agreement is amended to reflect the following language: Our Advice. You acknowledge and agree that our advice is just that; 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.

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: John O'Connor	Name: _____
Title: General Counsel	Title: Agency Owner

EXHIBIT I

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you know, you and Goosehead Insurance Agency, LLC are preparing to enter into a Franchise Agreement for the operation of a Goosehead Insurance franchise (a "**Franchise**"). The purpose of this 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 award of the Franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) (together, our "**FDD**") at least 14 calendar days before signing the Franchise Agreement? Check one: (__) Yes (__) No. If no, please explain: _____

2. Did you sign and return to us an FDD receipt indicating the date on which you received the FDD?
Check one: (__) Yes (__) No.

3. Please list any questions you have regarding the Franchise opportunity that you would like to discuss prior to signing the Franchise Agreement. (Attach additional pages, if necessary.)

4. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Goosehead businesses operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the FDD:

This addendum does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE:

Signed:_____
Print Name:_____
Title:_____
Date:_____

*All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law. Nothing contained in this questionnaire is intended to disclaim any of the disclosures contained in our FDD.

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	April 5, 2023
Indiana	April 5, 2023
Maryland	Pending
Michigan	April 3, 2023
Minnesota	Pending
New York	April 20, 2023
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	April 13, 2023
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 seller is: Mark E. Jones (Chairman and Chief Executive 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 3, 2023.

"GIA" authorizes the agents listed in Exhibit D to receive service of process for us.

I have received a Franchise Disclosure Document dated April 3, 2023, and with effective dates of state registration as listed on the State Effective Dates Page. This Disclosure Document included the following exhibits:

A	Franchise Agreement	F-1	Financial Statements
B	Release	F-2	Guarantee of Performance
C	List Of State Administrators	G-1	Table Of Contents Of Manual
D	Agents For Service Of Process	G-2	Mutual Non-Disclosure Agreement
E-1	List Of Current Franchisees	H	State Addenda And Amendments
E-2	List Of Former Franchisees	I	Franchise Compliance Questionnaire

_____
Date Received

_____
Prospective Franchisee

_____
Name (Please print)

_____
Address

Prospective Franchisee's Copy: *Please sign this copy of the receipt, date your signature and keep it for your records.*

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Goosehead Insurance Agency, LLC ("GIA") offers you a franchise, it must provide this Disclosure Document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Iowa requirements at the earlier of the first personal meeting, or 14 days before signing the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If GIA does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit C.

The franchisor is GIA, located at 1500 Solana Boulevard, Suite 4500, Westlake, Texas 76262; telephone (214) 838-5202.

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_____.

Issuance date: April 3, 2023.

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E-1	List Of Current Franchisees	H	State Addenda And Amendments
E-2	List Of Former Franchisees	I	Franchise Compliance Questionnaire

_____
Date Received

_____
Prospective Franchisee

_____
Name (Please print)

_____
Address

***Goosehead Copy**: Please sign and date this copy of the receipt on the day you receive this Disclosure Document and return that signed and dated copy to us*