# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## **SCHEDULE 13D/A**

(Amendment No. 22)

**Under the Securities Exchange Act of 1934** 

## GOOSEHEAD INSURANCE, INC.

(Name of Issuer)

CLASS A COMMON STOCK, PAR VALUE \$0.01 PER SHARE
(Title of Class of Securities)

38267D109 (CUSIP Number)

Mark E. Jones 1500 Solana Blvd Building 4, Suite 4500 Westlake, Texas (214) 838-5500

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 12, 2020 (Dates of Events which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of  $\S\S240.13d-1(e)$ , 240.13d-1(g), check the following box.  $\square$ 

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons.					
	Mark E. Jones					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
	(-) V	(L				
3.	(a) ⊠ SEC Use		)			
٥.	SEC USE	OIII	Ly Control of the Con			
4.	Source o	f Fu	nds (See Instructions)			
	00					
5.	OO Chock if	Dice	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)			
٥.	CHECK II	DISC	closure of Legal Proceedings is Required Pursuant to Items 2(u) of 2(e)			
6.	Citizensl	hip o	r Place of Organization			
	U.S.A.	-				
		7.	Sole Voting Power			
NUMBE	D OE		979,217			
SHAR		8.	Shared Voting Power			
BENEFICI						
OWNED			19,624,902			
EACI		9.	Sole Dispositive Power			
REPORT			050 045			
PERSO WITH		10	979,217			
***************************************	•	10.	Shared Dispositive Power			
			19,624,902			
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person			
			9 shares of Class A Common Stock			
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)					
13.	Percent	of Cl	lass Represented by Amount in Row (11)			
	57.54%					
14.	Type of	Repo	orting Person (See Instructions)			
	IN					
	111/					

1.	Names of Reporting Persons.						
	Robyn	Robyn Jones					
2.		Check the Appropriate Box if a Member of a Group (See Instructions)					
3.	(a) ⊠ SEC Use		)				
٥.	SEC USE	· OIII	Ly Control of the Con				
4.	Source o	f Fu	nds (See Instructions)				
	00						
5.	OO Chook if	Dice	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)				
٥.	CHECK II	DISC	Liosule of Legal Floceedings is Required Fursually to items 2(u) of 2(e)				
6.	Citizensl	nip o	r Place of Organization				
	TI C A						
	U.S.A.	7.	Sole Voting Power				
		/ •	Sole voling I ower				
NUMBE	R OF		0				
SHAR		8.	Shared Voting Power				
BENEFICI							
OWNED		_	924,739				
EACI REPORT		9.	Sole Dispositive Power				
PERSO			0				
WITH		10.	Shared Dispositive Power				
			·				
			924,739				
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person				
	924 739	9 sh	ares of Class A Common Stock				
12.			Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)				
13.	Percent of	of Cl	ass Represented by Amount in Row (11)				
	2.58%						
14.		Renc	orting Person (See Instructions)				
,	2, pc 01	Licpe	Anna 2 cross (occ montenano)				
	IN						

1.	Names of Reporting Persons.					
	The Mark and Robyn Jones Descendants Trust 2014					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
	(a) ⊠	Œ	o) $\square$			
2	SEC Use	(0				
3.	SEC USE	e On	y			
4.	Source o	f Fu	nds (See Instructions)			
	00	00				
5.		Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)			
5.	Clicck II	בוטו	crosure of Degai Proceedings is recognited Parsault to Items 2(a) of 2(c)			
6.	Citizensl	nip o	r Place of Organization			
	U.S.A.					
		7.	Sole Voting Power			
NUMBEI	R OF		0			
SHAR		8.	Shared Voting Power			
BENEFICI						
OWNED			11,291,281			
EACE		9.	Sole Dispositive Power			
REPORT						
PERSC WITH			0			
VVIII	1	10.	Shared Dispositive Power			
			11,291,281			
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person			
			shares of Class A Common Stock			
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) □					
13.	Percent o	of Cl	ass Represented by Amount in Row (11)			
			· · · · · · · · · · · · · · · · · · ·			
	31.54%					
14.	Type of	Repo	orting Person (See Instructions)			
	00 (Tr	91C+)				
	11) 00	ust)				

1.	Names of Reporting Persons.							
	The Lanni Elaine Romney Family Trust 2014							
2.	Check the Appropriate Box if a Member of a Group (See Instructions)							
	(a) ⊠	(l-	$\alpha$ $\square$					
3.		(a) ⊠ (b) □ SEC Use Only						
4.	Source	of Eur	nds (See Instructions)					
4.	Source o	n ru	itus (See instructions)					
	00							
5.	Check if	Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)					
6.	Citizensl	hip o	r Place of Organization					
	U.S.A.							
	0.5.71.	7.	Sole Voting Power					
NUMBEI		8.	0 Shared Voting Power					
SHARI BENEFICI		0.	Shared volling Fower					
OWNED			279,534					
EACI REPORT		9.	Sole Dispositive Power					
PERSO			0					
WITH	ł	10.	Shared Dispositive Power					
			250 524					
11.	Vaaroas	to A	279,534 mount Beneficially Owned by Each Reporting Person					
11.	Aggrega	ic A	mount beneficially Owned by Each Reporting Leison					
		279,534 shares of Class A Common Stock						
12.	Check if	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) $\Box$						
13.	Percent of	of Cl	ass Represented by Amount in Row (11)					
	0.78%							
14.		Repo	orting Person (See Instructions)					
	00 (Tr	ust)						

1.	Names of Reporting Persons.				
	The Lindy Jean Langston Family Trust 2014				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)				
	(a) ⊠	(b			
3.	SEC Use				
4.	Source o	of Fu	nds (See Instructions)		
	00				
5.		Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
6.	Citizens	hip o	r Place of Organization		
	U.S.A.				
	0.0.71.	7.	Sole Voting Power		
NUMBER			0		
SHARE		8.	Shared Voting Power		
BENEFICI OWNED			297,734		
EACH		9.	Sole Dispositive Power		
REPORT		٥.			
PERSC			0		
WITH	I	10.	Shared Dispositive Power		
			297,734		
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person		
	297.73	4 sh	ares of Class A Common Stock		
12.			Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) □		
13.	Percent	of Cl	ass Represented by Amount in Row (11)		
	0.83%				
14.		Repo	orting Person (See Instructions)		
	OO (Tr	rust)			

1.	Names of Reporting Persons.				
	The Camille LaVaun Peterson Family Trust 2014				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)				
	(a) 🗵	(b			
3.	SEC Use				
4.	Source o	of Fu	nds (See Instructions)		
	00				
5.	Check if	Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
6.	Citizens	hip o	r Place of Organization		
	U.S.A.				
			Sole Voting Power		
NUMBEI		8.	0 Shared Voting Power		
SHARI BENEFICI		0.	Shared voting Power		
OWNED			290,434		
EACI		9.	Sole Dispositive Power		
REPORT			•		
PERSO			0		
WITE	I	10.	Shared Dispositive Power		
			290,434		
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person		
	290.43	4 sh	ares of Class A Common Stock		
12.			Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		
13.	Percent	of Cl	ass Represented by Amount in Row (11)		
1.4	0.81%	D	d'an Paragra (Car Industrial)		
14.	Type of	керс	orting Person (See Instructions)		
	00 (Tı	ust)			
		_			

1.	Names of Reporting Persons.				
	The Desiree Robyn Coleman Family Trust 2014				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)				
	(a) 🗵	(t	o) $\square$		
3.	SEC Use				
4.	Source o	of Fu	nds (See Instructions)		
	00				
5.	Check if	Dis	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
6.	Citizens	hip o	r Place of Organization		
	U.S.A.				
			Sole Voting Power		
NUMBEI					
SHARI		8.	Shared Voting Power		
BENEFICI OWNED			295,834		
EACH		9.	Sole Dispositive Power		
REPORT	ING				
PERSO			0		
WITH	ł	10.	Shared Dispositive Power		
			295,834		
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person		
	295.83	4 sh	ares of Class A Common Stock		
12.			Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		
13.	Percent	of Cl	ass Represented by Amount in Row (11)		
	0.83%				
14.	Type of	Repo	orting Person (See Instructions)		
	00 (Tı	rust)			

1.	Names of Reporting Persons.					
	The Adrienne Morgan Jones Family Trust 2014					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
	(a) ⊠	(l-	o) $\square$			
3.	SEC Use	e On	ly			
4	C	CE				
4.	Source o	)I Fu	nds (See Instructions)			
	00	00				
5.	Check if	Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)			
6.	Citizens	hip o	r Place of Organization			
	U.S.A.					
	U.S.A.		Sole Voting Power			
NUMBEI	R OF	_	0			
SHARI		8.	Shared Voting Power			
BENEFICI OWNED			297,734			
EACI	H	9.	Sole Dispositive Power			
REPORT						
PERSO WITH		10.	Shared Dispositive Power			
		10.	Shared Dispositive Fower			
			297,734			
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person			
	297.73	4 sh	ares of Class A Common Stock			
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)					
13.	Percent of	of Cl	ass Represented by Amount in Row (11)			
	0.000/					
14.	0.83%	Done	orting Person (See Instructions)			
14.	Type of	repo	אינחוק ז כוסטוו (סככ זווטונוונענוטווס)			
	00 (Tr	ust)				

1.	Names of Reporting Persons.					
	The Mark Evan Jones, Jr. Family Trust 2014					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
	(a) 🗵	(t	$\Box$			
3.	SEC Use					
4.	Source o	f Fu	nds (See Instructions)			
	00					
5.		Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) □			
6.	Citizens	hip o	r Place of Organization			
		•				
	U.S.A.	-				
		7.	Sole Voting Power			
NUMBEI	R OF		$ _{0}$			
SHAR		8.	Shared Voting Power			
BENEFICI	ALLY					
OWNED			297,734			
EACI REPORT		9.	Sole Dispositive Power			
PERSC			0			
WITH		10.	Shared Dispositive Power			
4.4			297,734			
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person			
	297,73	4 sh	ares of Class A Common Stock			
12.		Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) □				
13.	Percent	of Cl	ass Represented by Amount in Row (11)			
	0.83%					
14.		Repo	orting Person (See Instructions)			
	J1	1				
	OO (Tr	ust)				

1.	Names of Reporting Persons.					
	Serena Jones					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
	(a) 🔽	a				
	(a) ⊠					
3.	SEC Use	e On	ly			
4.	Source o	f Fu	nds (See Instructions)			
	00	00				
5.		Dis	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)			
0.	Gileen ii	210	crosure of 2cgar frocecumgo to recomment answers to recomb 2(a) of 2(c)			
6.	Citizensl	hip c	or Place of Organization			
	Canada					
	Callaua		Sole Voting Power			
		١,٠	Soic voinig rower			
NUMBEI	R OF		0			
SHAR		8.	Shared Voting Power			
BENEFICI	ALLY					
OWNED			914,174			
EACI		9.	Sole Dispositive Power			
REPORT						
PERSO WITH	т	10	0			
***************************************	1	10.	Shared Dispositive Power			
			914,174			
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person			
	01 4 17	4 -1-				
12.			ares of Class A Common Stock			
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)					
13.	Percent of	of Cl	ass Represented by Amount in Row (11)			
	2.55%					
14.		Repo	orting Person (See Instructions)			
	JF - 3-	-1				
	IN					

1.	Names of Reporting Persons.						
	Lanni I	Lanni Romney					
2.	Check th	ıe Ap	propriate Box if a Member of a Group (See Instructions)				
	(a) 🗵						
3.	SEC Use	e On	y				
4.	Source o	of Fu	nds (See Instructions)				
	00						
5.		Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) $\Box$				
6.	Citizens	hip o	r Place of Organization				
	U.S.A.						
		7.	Sole Voting Power				
			0				
NUMBER		8.	Shared Voting Power				
SHARI BENEFICI	_		389,000				
OWNED	BY						
EACH REPORT		9.	Sole Dispositive Power				
PERSC	ON		0				
WITH	H						
		10.	Shared Dispositive Power				
			389,000				
11.	Λαανοαο	tο Λ	mount Denoficially Or mad by Eagh Denouting Devon				
11.	Aggregate Amount Beneficially Owned by Each Reporting Person						
10	389,000 shares of Class A Common Stock						
12.	Check if	the	Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)				
13.	Percent	of Cl	ass Represented by Amount in Row (11)				
	1.09%						
14.	Type of	Repo	orting Person (See Instructions)				
	IN						

1.	Names of Reporting Persons.				
	Lindy Langston				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)				
	(a) ⊠	(t	$\Box$		
3.	SEC Use				
4.	Source o	of Fu	nds (See Instructions)		
	00				
5.		Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) $\Box$		
6.	Citizens	hip o	r Place of Organization		
	U.S.A.				
		7.	Sole Voting Power		
			0		
NUMBEI SHARI		8.	Shared Voting Power		
BENEFICI		0.	Shared voting rower		
OWNED			498,557		
EACI		9.	Sole Dispositive Power		
REPORT					
PERSC WITH		10			
***************************************	1	10.	Shared Dispositive Power		
			498,557		
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person		
	<i>1</i> 98 55	7 ch	ares of Class A Common Stock		
12.			Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		
13.	Percent	of Cl	ass Represented by Amount in Row (11)		
10.		01 ()	and represented by 1 mount in 16 ii (11)		
	1.39%				
14.	Type of	Repo	orting Person (See Instructions)		
	IN				

1.	Names of Reporting Persons.			
	Camille Peterson			
2.	Check the Appropriate Box if a Member of a Group (See Instructions)			
	( ) 🖼	a		
2	(a) ⊠ SEC Use		o)	
3.	SEC USE	e On	ıy	
4.	Source o	f Fu	nds (See Instructions)	
	00			
5.	OO Chook if	Dic	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
5.	Check ii	DIS	closure of Legal Proceedings is Required Pursuant to Items 2(a) of 2(e)	
6.	Citizens	hip o	or Place of Organization	
	U.S.A.	-		
		/.	Sole Voting Power	
NUMBE	P OE		0	
SHAR		8.	Shared Voting Power	
BENEFICIALLY				
OWNED BY			446,795	
EACI		9.	Sole Dispositive Power	
REPORT PERSO				
WITH		10.	0 Shared Dispositive Power	
		10.	onated Dispositive Lower	
			446,795	
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person	
	446 =0	_ ,		
4.0			ares of Class A Common Stock	
12.	Check if	the .	Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13.	Percent of	of Cl	ass Represented by Amount in Row (11)	
	1.25%			
14.	Type of	Repo	orting Person (See Instructions)	
	IN			
	111			

1.	Names of Reporting Persons.			
	Desiree Coleman			
2.	Check the Appropriate Box if a Member of a Group (See Instructions)			
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3.	(a) ⊠ (b) □ SEC Use Only			
٥.	SEC US	OII	.y	
4.	Source o	f Fu	nds (See Instructions)	
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5.	OO Check if	Dic	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) □	
J.	Check ii	ינוט	Liosule of Legal 1 foceedings is required i disdant to flems 2(d) of 2(e)	
6.	Citizens	hip c	r Place of Organization	
	II C A			
	U.S.A.		Sole Voting Power	
		<i>'</i> •	Soft volling Fower	
NUMBEI	R OF		0	
SHAR		8.	Shared Voting Power	
BENEFICI			400 557	
OWNED EAC		9.	488,557 Sole Dispositive Power	
REPORT		9.	Sole Dispositive rower	
PERSO	ON		0	
WITI	H	10.	Shared Dispositive Power	
11	Ι		488,557	
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person	
	488.55	7 sh	ares of Class A Common Stock	
12.			Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
10	D .	( ()	D (11) A (1) D (44)	
13.	Percent	0f C	ass Represented by Amount in Row (11)	
	1.36%			
14.		Repo	orting Person (See Instructions)	
		-		
	IN			

1.	Names of Reporting Persons.						
	Adrien	ne J	ones				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)						
	(-) [V]	a					
3.	(a) ⊠ SEC Use	1) 'nO e	y				
J.	JLC USC	COIL					
4.	Source o	of Fu	nds (See Instructions)				
	00						
5.		Disc	closure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)				
0.	Girecii II	210	cooler of Legal 17 occessings to required 1 assume to remo L(e) of L(e)				
6.	Citizensl	hip o	r Place of Organization				
	U.S.A.						
	010111		Sole Voting Power				
NUMBEI							
SHARI		8.	Shared Voting Power				
BENEFICIA OWNED			486,557				
EACH		9.	Sole Dispositive Power				
REPORT							
PERSO WITH			0				
WIII	L	10.	Shared Dispositive Power				
			486,557				
11.	Aggrega	te A	mount Beneficially Owned by Each Reporting Person				
4.0			ares of Class A Common Stock				
12.	Check if	the	Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)				
13.	Percent of	of Cl	ass Represented by Amount in Row (11)				
	4.000/						
14.	1.36%	Don	orting Dayson (See Instructions)				
14.	Type of	керс	orting Person (See Instructions)				
	IN						

1.	Names of Reporting Persons.				
	Mark E. Jones, Jr.				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)				
	(a) ⊠		(b)		
3.	SEC U				
J.	JLC C	, 3C C	All y		
4.	Source	of I	Funds (See Instructions)		
	00				
5.		if D	isclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
6.	Citizer	ıship	or Place of Organization		
	TT C A				
	U.S.A		Sole Voting Power		
		/٠	Sole voting rower		
NUMBER	OF		0		
SHARE		8.	Shared Voting Power		
BENEFICIA			455 550		
OWNED EACH			477,558 Sole Dispositive Power		
REPORT		9.	Sole Dispositive Power		
PERSO			0		
WITH	[	10.	Shared Dispositive Power		
			477,558		
11.	Aggreg	gate	Amount Beneficially Owned by Each Reporting Person		
4.0			shares of Class A Common Stock		
12.	Check	if th	e Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		
13.	Percent of Class Represented by Amount in Row (11)				
	1.33%	6			
14.			porting Person (See Instructions)		
	IN				

1.	Names of Reporting Persons.			
	P. Ryan Langston			
2.	Check the Appropriate Box if a Member of a Group (See Instructions)			
2				
3.	SEC Use Only			
4.	Source of Funds (See Instructions)			
	00			
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) □			
6.	Citizenship or Place of Organization			
0.	Cutzenship of Place of Organization			
	U.S.A.			
	7. Sole Voting Power			
NUMBER				
SHARE BENEFICE				
OWNED				
EACH	9. Sole Dispositive Power			
REPORT				
PERSO				
WITH	10. Shared Dispositive Power			
	69,297			
11.	Aggregate Amount Beneficially Owned by Each Reporting Person			
10	69,297 shares of Class A Common Stock  Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)			
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)			
13.	Percent of Class Represented by Amount in Row (11)			
	0.19%			
14.	Type of Reporting Person (See Instructions)			
ı.→.	Type of Reporting Leison (See histauctions)			
	IN			
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1.	Names of Reporting Persons.					
	Michael C. Colby					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
	(a) ⊠ (b) □					
3.	SEC Use Only					
Э.	SEC USE Only					
4.	Source of Funds (See Instructions)					
5.	OO Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)					
J.	Check it Disclosure of Legal Proceedings is Required Pulsualit to Items 2(u) of 2(e)					
6.	Citizenship or Place of Organization					
-	U.S.A. 7.   Sole Voting Power					
	7. Sole vollig Power					
NUMBER	R OF 0					
SHARE						
BENEFICIA	ALLY					
OWNED	770,655					
EACH	9. Sole Dispositive Power					
REPORT: PERSO						
WITH						
,,,,,,,	10. Shared Dispositive Power					
	770,655					
11.	Aggregate Amount Beneficially Owned by Each Reporting Person					
	770,655 shares of Class A Common Stock					
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)					
13.	Percent of Class Represented by Amount in Row (11)					
	2.15%					
14.	Type of Reporting Person (See Instructions)					
	IN					

1.	Names of Reporting Persons.					
	Mark Colby					
2.	Check the Appropriate Box if a Member of a Group (See Instructions)					
3.	(a) ⊠ (b) □ SEC Use Only					
Э.	SEC C	ose only				
4.	Source	e of Funds (See Instructions)				
	00					
5.		s if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)				
6.	Citigar	enship or Place of Organization				
0.	Citizei	diship of Place of Organization				
	U.S.A	A.				
		7. Sole Voting Power				
NUMBEI SHARI		8. Shared Voting Power				
BENEFICI		on online voting rower				
OWNED		107,160				
EACH		9. Sole Dispositive Power				
REPORT PERSO						
WITH		10. Shared Dispositive Power				
	•	107,160				
11.	Aggre	egate Amount Beneficially Owned by Each Reporting Person				
	107 1	160 shares of Class A Common Stock				
12.		s if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)				
13.	Dorgon	nt of Class Represented by Amount in Row (11)				
13.	Percen	in of Class Represented by Amount in Row (11)				
	0.30%	%				
14.	Type o	of Reporting Person (See Instructions)				
	IN					
	111					

1.	Names of Reporting Persons.				
	The Colby 2014 Family Trust				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)				
	(a) ⊠ (b) □				
3.	SEC Use Only				
J.	SEC OSC OMY				
4.	Source of Funds (See Instructions)				
	00				
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) □				
6.	Citizenship or Place of Organization				
	U.S.A.				
	7. Sole Voting Power				
NUMBER	PROF 0				
SHARI					
BENEFICIA					
OWNED	915,134				
EACH					
REPORT PERSO					
WITH					
	10. Onated Dispositive Fower				
	915,134				
11.	Aggregate Amount Beneficially Owned by Each Reporting Person				
	915,134 shares of Class A Common Stock				
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)				
12.	Check If the Higgsegute Amount in Now (11) Excitates detains shares (see instructions)				
13.	Percent of Class Represented by Amount in Row (11)				
2.56%					
14.	Type of Reporting Person (See Instructions)				
	IN (Trust)				

1.	Names of Reporting Persons.				
	The Preston Michael Colby 2014 Trust				
2.	Check the Appropriate Box if a Member of a Group (See Instructions)				
	(a) ⊠ (b) □				
3.	SEC Use Only				
٥.	SEC Use Only				
4.	Source of Funds (See Instructions)				
	00				
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) □				
6.	Citizenship or Place of Organization				
	U.S.A.				
	7. Sole Voting Power				
NUMBER	R OF 0				
SHARI					
BENEFICIA					
OWNED	43,217				
EACH	9. Sole Dispositive Power				
REPORT PERSO					
WITH					
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10. Snared Dispositive Power				
	43,217				
11.	Aggregate Amount Beneficially Owned by Each Reporting Person				
	42.217 charge of Class A Common Stock				
12.	43,217 shares of Class A Common Stock Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) □				
12.	Check if the Aggregate Amount in Now (11) Excludes Certain Shares (See instructions)				
13.	Percent of Class Represented by Amount in Row (11)				
	0.12%				
14.	Type of Reporting Person (See Instructions)				
	IN (Trust)				

1.	Names of Reporting Persons.			
	The Lyla Kate Colby 2014 Trust			
2.	Check the Appropriate Box if a Member of a Group (See Instructions)			
	(a) ⊠ (b) □			
3.	SEC Use Only			
4.	Source of Funds (See Instructions)			
	Source of Funds (See instructions)			
	00			
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) □			
6.	Citizenship or Place of Organization			
	U.S.A.			
	7. Sole Voting Power			
NUMBER	0 01 177 1 70			
SHARI BENEFICIA				
OWNED	BY 43,217			
EACH	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0			
REPORT PERSO				
WITH				
11	43,217			
11.	Aggregate Amount Beneficially Owned by Each Reporting Person			
	43,217 shares of Class A Common Stock			
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) □			
13.	Percent of Class Represented by Amount in Row (11)			
	0.120/			
14.	0.12% Type of Reporting Person (See Instructions)			
1-7,	Type of Reporting Letson (See Instructions)			
	IN (Trust)			

#### Item 1. Security and Issuer

This statement on Schedule 13D (this "<u>Statement</u>") relates to the Reporting Persons' (as defined in Item 2 below) beneficial ownership interest in the Class A common stock, par value \$0.01 per share (the "<u>Class A Common Stock</u>"), of Goosehead Insurance, Inc., a Delaware corporation (the "<u>Issuer</u>"). The principal executive offices of the Issuer are located at 1500 Solana Blvd, Building 4, Suite 4500, Westlake, Texas 76262.

#### Item 2. Identity and Background

- (a) This Schedule 13D is being filed pursuant to a joint filing agreement filed as Exhibit 1 hereto by:
  - 1. Mark E. Jones
  - 2. Robyn Jones
  - 3. The Mark and Robyn Jones Descendants Trust 2014
  - 4. The Lanni Elaine Romney Family Trust 2014
  - 5. The Lindy Jean Langston Family Trust 2014
  - 6. The Camille LaVaun Peterson Family Trust 2014
  - 7. The Desiree Robyn Coleman Family Trust 2014
  - 8. The Adrienne Morgan Jones Family Trust 2014
  - 9. The Mark Evan Jones, Jr. Family Trust 2014
  - 10. Serena Jones
  - 11. Lanni Romney
  - 12. Lindy Langston
  - 13. Camille Peterson
  - 14. Desiree Coleman
  - 15. Adrienne Jones
  - 16. Mark E. Jones, Jr.
  - 17. P. Ryan Langston
  - 18. Michael C. Colby
  - 19. Mark Colby
  - 20. The Colby 2014 Family Trust
  - 21. The Preston Michael Colby 2014 Trust
  - 22. The Lyla Kate Colby 2014 Trust

The foregoing entities and persons are referred to collectively as the "Reporting Persons."

In connection with the closing of the Issuer's initial public offering (the "IPO") of the Issuer's Class A Common Stock, the Issuer effected certain reorganization transactions. The Issuer entered into an amended and restated limited liability company agreement with the continuing members of Goosehead Financial, LLC, a Delaware limited liability company ("Goosehead Financial"), pursuant to which such members will be entitled to exchange their shares of Class B common stock of the Issuer, par value \$0.01 per share (the "Class B Common Stock"), together with an equal number of shares of Class B Common Stock for an equal number of shares of the Issuer's Class A Common Stock.

Pursuant to a Voting Agreement dated as of May 1, 2018, as amended and restated on August 6, 2019 and June 12, 2020 among the Issuer and the Reporting Persons (the "Voting Agreement"), the Reporting Persons have agreed to vote all shares of the Issuer's voting stock, including the Class A Common Stock and Class B Common Stock, then held by them together on all matters submitted to the Issuer's common stockholders in the manner referred to under Item 6 below and Exhibit 5. The Issuer's Class A Common Stock and Class B Common Stock vote together as a single class on substantially all matters submitted to the stockholders of the Issuer for approval. The Class A Common Stock carries one vote per share, and the Class B Common Stock currently carries one vote per share.

- (b) The business address of each of the Reporting Persons is c/o 1500 Solana Blvd, Building 4, Suite 4500, Westlake, Texas 76262.
- (c) Certain of the Reporting Persons hold positions at the Issuer and its subsidiaries as their principal occupation.

Name Principal Occupation (at Issuer)

Mark E. Jones Chairman, Director and Chief Executive Officer

Robyn Jones Director and Vice Chairman

Mark E. Jones, Jr. Vice President

Serena Jones Administrative Service Agent

P. Ryan Langston Vice President and General Counsel

Michael Colby President and Chief Operating Officer

Mark Colby Chief Financial Officer

- (d) None of the Reporting Persons has been convicted in a criminal proceeding during the last five years.
- (e) None of the Reporting Persons has been party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws during the last five years.
- (f) Each natural person identified in this Item 2, other than Serena Jones, is a citizen of the United States. Serena Jones is a citizen of Canada. Each entity identified in this Item 2 is organized under the laws of Delaware.

#### Item 3. Source and Amount of Funds or Other Consideration

At the closing of the IPO of the Issuer's Class A Common Stock, the Issuer entered into an amended and restated limited liability company agreement with the continuing members of Goosehead Financial pursuant to which such members are entitled to exchange their shares of Class B Common Stock for an equal number of shares of the Issuer's Class A Common Stock.

#### Item 4. Purpose of Transaction

The Reporting Persons acquired, and presently hold, Class A Common Stock and Class B Common Stock for investment purposes.

Each Reporting Person has signed and is a party to the Voting Agreement described in Item 2 above.

Except as otherwise described in this Schedule 13D and except for 10b5-1 plans entered into by the Reporting Persons to monetize a minority portion of their holdings, none of the Reporting Persons currently has any plans or proposals that would result in or relate to any of the transactions or changes listed in Items 4(a) through 4(j) of Schedule 13D. However, as part of their ongoing evaluation of their investment and investment alternatives, the Reporting Persons may consider such matters and, subject to applicable law, may formulate a plan with respect to such matters or make formal proposals to the board of directors of the Issuer, other stockholders of the Issuer or other third parties regarding such matters. The Reporting Persons reserve the right to acquire additional securities of the Issuer in the open markets, in privately negotiated transactions (which may be with the Issuer or with third parties) or otherwise, to dispose of all or a portion of their holdings of securities of the Issuer or to change their intention with respect to any or all of the matters referred to in this Item 4.

Between June 3, 2020 and June 15, 2020, The Mark and Robyn Jones Descendants Trust 2014 sold shares of Class B Common Stock pursuant to a 10b5-1 plan as set forth in the table below:

Date	Number of Shares of Class A Common Stock Sold	Weighted Average Price Per Share
6/8/2020	41,986	\$68.70
6/9/2020	38,493	\$70.00
6/10/2020	16,120	\$68.71
6/11/2020	28,195	\$66.85
6/12/2020	25,925	\$64.75

Between June 3, 2020 and June 15, 2020, Michael Colby sold shares of Class B Common Stock pursuant to a 10b5-1 plan as set forth in the table below:

Date	Number of Shares of Class A Common Stock Sold	Weighted Average Price Per Share
6/3/2020	20,000	\$65.53

## Item 5. Interest in Securities of the Issuer

(a) and (b) The Reporting Persons (i) currently hold 96.23% of the outstanding Class B Common Stock and collectively control approximately 56.39% of the combined voting power of the Issuer's common stock and (ii) beneficially own, calculated in accordance with Rule 13d-3, 57.54% of the Issuer's Class A Common Stock, based on the percentage that would be held by the Reporting Persons if they fully converted their shares of Class B Common Stock into shares of Class A Common Stock and no other holders of Class B Common Stock converted their shares of Class B Common Stock. The percentages reported below and in Box 13 above for each Reporting Person reflect such beneficial ownership for each such Reporting Person.

Reporting Person	Number of Shares of Class A Common Stock Owned	Percentage of Class A Common Stock Outstanding(1)	Number of Shares of Class A Common Stock Received in Past 60 Days
Mark E. Jones	979,217	2.74%	106,667
Robyn Jones	924,739	2.58%	0
The Mark and Robyn Jones Descendants Trust 2014	11,291,281	31.54%	0
The Lanni Elaine Romney Family Trust 2014	279,534	0.78%	0
The Lindy Jean Langston Family Trust 2014	297,734	0.83%	0
The Camille LaVaun Peterson Family Trust 2014	290,434	0.81%	0
The Desiree Robyn Coleman Family Trust 2014	295,834	0.83%	0
The Adrienne Morgan Jones Family Trust 2014	297,734	0.83%	0
The Mark Evan Jones, Jr. Family Trust 2014	297,734	0.83%	0
Serena Jones	914,174	2.55%	0
Lanni Romney	389,000	1.09%	0
Lindy Langston	498,557	1.39%	0
Camille Peterson	446,795	1.25%	0
Desiree Coleman	488,557	1.36%	0
Adrienne Jones	486,557	1.36%	0
Mark E. Jones, Jr.	477,558	1.33%	0
P. Ryan Langston	69,297	0.19%	40,000
Michael C. Colby	770,655	2.15%	53,333
Mark Colby	107,160	0.30%	40,000
The Colby 2014 Family Trust	915,134	2.56%	0
The Preston Michael Colby 2014 Trust	43,217	0.12%	0
The Lyla Kate Colby 2014 Trust	43,217	0.12%	0

- (1) Based on the number of shares of Class A Common Stock (16,996,983) issued and outstanding as of June 15, 2020, the date of this report, and assuming all outstanding shares of Class B Common Stock beneficially owned by the Reporting Persons (and excluding, for the avoidance of doubt, shares of Class B Common Stock owned by other persons) were exchanged for newly-issued shares of Class A Common Stock on a one-for-one basis.
  - (c) On May 1, 2018, the Issuer issued shares of Class A Common Stock, in the quantities set forth in the table in Item 5 of the Schedule 13D filed on behalf of the Reporting Persons on May 10, 2018, as consideration to purchase indirect ownership interests in Goosehead Management, LLC, a Delaware limited liability company, and Texas Wasatch Insurance Holdings Group, LLC from certain historical owners thereof, including those indicated above, at a price equivalent to \$10.00 per share of Class A Common Stock.
  - (d) Other than as described above, no other person is known to have the right to receive and the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class A Common Stock beneficially owned by members of the group.
  - (e) Not applicable.

## Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

In connection with the closing of the IPO, the Issuer effectuated certain reorganization transactions pursuant to which existing members of Goosehead Financial, including the Reporting Persons, obtained beneficial ownership of shares of Class B Common Stock.

Pursuant to the Amended and Restated Limited Liability Company Agreement of Goosehead Financial dated as of May 1, 2018 (the "Goosehead Financial LLC"), the Reporting Persons may exchange each share of Class B Common Stock (together with an LLC Unit of Goosehead Financial) for a share of Class A Common Stock on a one-for-one basis. When a share of Class B Common Stock is exchanged for a share of Class A Common Stock, a corresponding share of the Issuer's Class B Common Stock will automatically be redeemed by the Issuer at par value and canceled. When a share of Class B Common Stock is exchanged for a share of Class A Common Stock, it will not be available for reissuance by the Issuer. See Exhibit 2.

Pursuant to a registration rights agreement entered into by and among the Issuer, certain holders of shares of Class B Common Stock, at any time after the expiration of the lock-up period described below, such holders can require the Issuer to register for resale under the Securities Act of 1933, as amended, the shares of Class A Common Stock issued upon exchange of the shares of Class B Common Stock. The registration rights agreement also provides for customary piggyback rights. See Exhibit 3.

The Issuer entered into a tax receivable agreement with the pre-IPO members of Goosehead Financial effective as of the closing of the IPO that provides for the payment by the Issuer to the members of Goosehead Financial of 85% of the amount of tax benefits, if any, that the Issuer actually realizes (or in some circumstances is deemed to realize) as a result of increases in tax basis (and certain other tax benefits) resulting from purchases or exchanges of membership units of Goosehead Financial. See Exhibit 4.

The Reporting Persons have entered into a voting agreement pursuant to which they agreed to vote all their shares of voting stock, including Class A Common Stock and Class B Common Stock, together and in accordance with the instructions of Mark E. Jones on any matter submitted to the common stockholders of the Issuer for a vote. Under the voting agreement, the Reporting Persons have given an irrevocable proxy, coupled with an interest, to Mark E. Jones to vote such Reporting Person's shares of Class A Common Stock and Class B Common Stock. If, for reasons of death, legal incapacity or any other cause, Mark E. Jones is unable to vote or exercise his right to vote, then some of the Reporting Persons agreed to vote in the manner directed by the Robyn Jones in connection with any such vote. If, for reasons of death, legal incapacity or any other cause, Mark E. Jones and Robyn Jones are unable to vote or exercise their respective rights to vote, then some of the Reporting Persons agreed to vote in the manner directed by both Ryan Langston and Mark Jones, Jr. in connection with any such vote. See Exhibit 5.

The foregoing summaries do not purport to be complete, and are qualified in their entirety by reference to the Goosehead Financial LLC, registration rights agreement, form of lock-up agreement, tax receivable agreement and voting agreement, filed herewith as Exhibits 2, 3, 4 and 5 respectively and incorporated herein by reference.

Other than the matters disclosed in this Schedule 13D, none of the Reporting Persons is party to any contracts, arrangements, understandings, or relationships with respect to any securities of the Issuer, including but not limited to the transfer or voting of any of the securities, finder's fees, joint ventures, loan or option agreements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

#### Item 7. Material to be Filed as Exhibits

## **Exhibit Description** 1. Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended 2. Amended and Restated Limited Liability Company Agreement of Goosehead Financial, LLC (incorporated by reference to Exhibit 2 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) Registration Rights Agreement (incorporated by reference to Exhibit 3 of the statement on Schedule 13D filed on behalf of the Reporting 3. Persons with the Securities and Exchange Commission on May 10, 2018) 4. Tax Receivable Agreement (incorporated by reference to Exhibit 5 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 5. Amended and Restated Voting Agreement Power of Attorney for Robyn Jones (incorporated by reference to Exhibit 24.1 of the statement on Schedule 13D filed on behalf of the 24.1 Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.2 Power of Attorney for The Mark and Robyn Jones Descendants Trust 2014 (incorporated by reference to Exhibit 24.2 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.3 Power of Attorney for The Lanni Elaine Romney Family Trust 2014 (incorporated by reference to Exhibit 24.3 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.4 Power of Attorney for The Lindy Jean Langston Family Trust 2014 (incorporated by reference to Exhibit 24.4 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.5 Power of Attorney for The Camille LaVaun Peterson Family Trust 2014 (incorporated by reference to Exhibit 24.5 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.6 Power of Attorney for The Desiree Robyn Coleman Family Trust 2014 (incorporated by reference to Exhibit 24.6 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) Power of Attorney for The Adrienne Morgan Jones Family Trust 2014 (incorporated by reference to Exhibit 24.7 of the statement on Schedule 24.7 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) Power of Attorney for The Mark Evan Jones, Jr. Family Trust 2014 (incorporated by reference to Exhibit 24.8 of the statement on Schedule 24.8 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.9 Power of Attorney for Serena Jones (incorporated by reference to Exhibit 24.9 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.10 Power of Attorney for Lanni Romney (incorporated by reference to Exhibit 24.10 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) Power of Attorney for Lindy Langston (incorporated by reference to Exhibit 24.11 of the statement on Schedule 13D filed on behalf of the 24.11 Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.12 Power of Attorney for Camille Peterson (incorporated by reference to Exhibit 24.12 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.13 Power of Attorney for Desiree Coleman (incorporated by reference to Exhibit 24.13 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018) 24.14 Power of Attorney for Adrienne Jones (incorporated by reference to Exhibit 24.14 of the statement on Schedule 13D filed on behalf of the

Reporting Persons with the Securities and Exchange Commission on May 10, 2018)

Exhibit	Description
24.15	Power of Attorney for Mark E. Jones, Jr. (incorporated by reference to Exhibit 24.15 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018)
24.16	Power of for Attorney for P. Ryan Langston (incorporated by reference to Exhibit 24.16 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on August 7, 2019)
24.17	Power of for Attorney for Michael C. Colby
24.18	Power of for Attorney for Mark Colby
24.19	Power of for Attorney for The Colby 2014 Family Trust
24.20	Power of for Attorney for The Preston Michael Colby 2014 Trust
24.21	Power of for Attorney for The Lyla Kate Colby 2014 Trust

#### **SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 15, 2020

1. /s/ Mark E. Jones

Mark E. Jones

2. /s/ Mark E. Jones, Attorney-in-Fact

Robyn Jones

3. THE MARK AND ROBYN JONES DESCENDANTS TRUST 2014

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

4. LANNI ELAINE ROMNEY FAMILY TRUST 2014

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

5. LINDY JEAN LANGSTON FAMILY TRUST 2014

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

6. CAMILLE LAVAUN PETERSON FAMILY TRUST 2014

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

7. DESIREE ROBYN COLEMAN FAMILY TRUST 2014

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

8. ADRIENNE MORGAN JONES FAMILY TRUST 2014

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

#### 9. MARK EVAN JONES, JR. FAMILY TRUST 2014

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

#### 10. /s/ Mark E. Jones, Attorney-in-Fact

Serena Jones

## 11. /s/ Mark E. Jones, Attorney-in-Fact

Lanni Romney

## 12. /s/ Mark E. Jones, Attorney-in-Fact

Lindy Langston

## 13. /s/ Mark E. Jones, Attorney-in-Fact

Camille Peterson

#### 14. /s/ Mark E. Jones, Attorney-in-Fact

Desiree Coleman

#### 15. /s/ Mark E. Jones, Attorney-in-Fact

Adrienne Jones

## 16. /s/ Mark E. Jones, Attorney-in-Fact

Mark E. Jones Jr.

## 17. /s/ Mark E. Jones, Attorney-in-Fact

Ryan Langston

#### 18. /s/ Mark E. Jones, Attorney-in-Fact

Michael C. Colby

#### 18. /s/ Mark E. Jones, Attorney-in-Fact

Mark Colby

#### 20. THE COLBY 2014 FAMILY TRUST

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

## 21. THE PRESTON MICHAEL COLBY 2014 TRUST

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

## 22. THE LYLA KATE COLBY 2014 TRUST

By: /s/ Mark E. Jones
Name: Mark E. Jones
Title: Attorney-in-Fact

## JOINT FILING AGREEMENT June 12, 2020

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to (i) the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A common stock of Goosehead Insurance, Inc., par value \$0.01 per share, and (ii) that this Joint Filing Agreement be included as an exhibit to such joint filing, provided that, as contemplated by Section 13d-1(k)(ii), no person shall be responsible for the completeness and accuracy of the information concerning the other persons making the filing unless such person knows or has reason to believe such information is inaccurate.

The Joint Filing Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MARK E. JONES

By: <u>/s/ Mark E. Jones</u>

[Signature Page to Joint Filing Agreement]

## ROBYN JONES

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

## THE MARK AND ROBYN JONES DESCENDANTS TRUST 2014

By:

/s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# LANNI ELAINE ROMNEY FAMILY TRUST 2014

By: /s/ Mark E. Jones Name: Mark E. Jones

Title: Attorney-In-Fact

# LINDY JEAN LANGSTON FAMILY TRUST 2014

By: <u>/s/ Mark E. Jones</u>

Name: Mark E. Jones Title: Attorney-In-Fact

# CAMILLE LAVAUN PETERSON FAMILY TRUST 2014

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# DESIREE ROBYN COLEMAN FAMILY TRUST 2014

By: <u>/s/ Mark E. Jones</u>

Name: Mark E. Jones Title: Attorney-In-Fact

# ADRIENNE MORGAN JONES FAMILY TRUST 2014

By: <u>/s/ Mark E. Jones</u>

Name: Mark E. Jones Title: Attorney-In-Fact

# MARK EVAN JONES, JR. FAMILY TRUST 2014

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# SERENA JONES

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# LANNI ROMNEY

By: /s/ Mark E. Jones

Name: Mark E. Jones Title: Attorney-In-Fact

# LINDY LANGSTON

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# CAMILLE PETERSON

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# DESIREE COLEMAN

By: <u>/s/ Mark E. Jones</u>

Name: Mark E. Jones Title: Attorney-In-Fact

# ADRIENNE JONES

By: <u>/s/ Mark E. Jones</u>

Name: Mark E. Jones Title: Attorney-In-Fact

MARK E. JONES, JR.

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# RYAN LANGSTON

By: /s/ Mark E. Jones Name: Mark E. Jones Title: Attorney-In-Fact

# MICHAEL C. COLBY

By: /s/ Michael C. Colby

# THE COLBY 2014 FAMILY TRUST

By: /s/ Michael C. Colby

Name: Michael C. Colby

Title: Trustee

# MARK COLBY

By: <u>/s/ Mark Colby</u>

# THE PRESTON MICHAEL COLBY 2014 TRUST

By: /s/ Michael C. Colby Name: Michael C. Colby Title: Trustee

# THE LYLA KATE COLBY 2014 TRUST

By: /s/ Michael C. Colby
Name: Michael C. Colby

Title: Trustee

#### AMENDED AND RESTATED VOTING AGREEMENT

AMENDED AND RESTATED VOTING AGREEMENT, dated as of June 12, 2020 among Mark E. Jones (the "Mark Jones Holder"), Robyn Jones (the "Robyn Jones Holder"), P. Ryan Langston (the "Ryan Langston Holder"), Mark E. Jones, Jr. (the "Mark Jones, Jr. Holder"), The Mark and Robyn Jones Descendants Trust 2014, The Lanni Elaine Romney Family Trust 2014, The Lindy Jean Langston Family Trust 2014, The Camille LaVaun Peterson Family Trust 2014, The Desiree Robyn Coleman Family Trust 2014, The Adrienne Morgan Jones Family Trust 2014, The Mark Evan Jones, Jr. Family Trust 2014, Serena Jones, Lanni Romney, Lindy Langston, Camille Peterson, Desiree Coleman, Adrienne Jones (collectively, the "Jones Family Holders"), Michael C. Colby, The Colby 2014 Family Trust, The Preston Michael Colby 2014 Trust, The Lyla Kate Colby 2014 Trust and Mark Colby (collectively, the "Colby Family Holders", and together with the Mark Jones Holder, the Robyn Jones Holder, the Ryan Langston Holder, the Mark Jones, Jr. Holder and the Jones Family Holders, each a "Holder"); and

WHEREAS, Goosehead Insurance, Inc. ("**Pubco**") completed an initial public offering (the "**IPO**") of its Class A Common Stock, par value \$0.01 per share ("**Class A Common Stock**"), and, pursuant to a reorganization agreement, immediately prior to the IPO, the Holders and the other holders of equity in Goosehead Financial, LLC, a Delaware limited liability company ("**Goosehead Financial**") received new units in Goosehead Financial and an equivalent number of shares of Class B Common Stock, par value \$0.01 per share, of Pubco (the "**Class B Common Stock**," and together with the Class A Common Stock, the "**Shares**"); and

WHEREAS, the Jones Family Holders entered into a voting agreement, dated as of May 1, 2018 as amended and restated on August 6, 2019, in which they agreed to vote in the same manner as the Mark Jones Holder as set forth therein (the "Voting Agreement").

NOW THEREFORE, the Holders hereby agree to amend and restate the Voting Agreement in its entirety as follows:

# ARTICLE 1 Voting Agreement; Grant of Proxy

Section 1.01. *Voting Agreement*. In connection with any meeting of the shareholders of Pubco or any written consent of shareholders of Pubco (each, a "**Vote**"), each Jones Family Holder and each Colby Family Holder hereby agrees to vote or exercise its right to consent in the manner directed by the Mark Jones Holder in connection with any such Vote. If, for reasons of death, legal incapacity or any other cause, the Mark Jones Holder is unable to vote or exercise his right to vote, then each Jones Family Holder agrees to vote or exercise its right to consent in the manner directed by the Robyn Jones Holder in connection with any such Vote. If, for reasons of death, legal incapacity or any other cause, the Mark Jones Holder and the Robyn Jones Holder are unable to vote or exercise their respective rights to vote, then each Jones Family

Holder agrees to vote or exercise its right to consent in the manner directed by both the Ryan Langston Holder and the Mark Jones, Jr. Holder in connection with any such Vote.

Section 1.02. *Irrevocable Proxy*. Each Jones Family Holder and each Colby Family Holder hereby revokes any and all previous proxies granted with respect to the Shares held by it. By entering into this Agreement, each Jones Family Holder and each Colby Family Holder hereby grants a proxy appointing the Mark Jones Holder as such Jones Family Holders' and Colby Family Holders' attorney-in-fact and proxy, with full power of substitution, for and in such Jones Family Holders' and Colby Family Holders' name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1.01 above as the Mark Jones Holder or its proxy or substitute shall, in the Mark Jones Holder's sole discretion, deem proper with respect to the Shares.

If for reasons of death, legal incapacity or any other cause, the Mark Jones Holder is unable to vote or exercise his right to vote, then each Jones Family Holder hereby grants a proxy appointing the Robyn Jones Holder as such Jones Family Holders' attorney-in-fact and proxy, with full power of substitution, for and in such Jones Family Holders' name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1.01 above as the Robyn Jones Holder or its proxy or substitute shall, in the Robyn Jones Holder's sole discretion, deem proper with respect to the Shares.

If for reasons of death, legal incapacity or any other cause, the Mark Jones Holder and the Robyn Jones Holder are unable to vote or exercise their right to vote, then each Jones Family Holder hereby grants a proxy appointing the Ryan Langston Holder and the Mark Jones, Jr. Holder as such Jones Family Holders' attorneys-in-fact and proxies, with full power of substitution, for and in such Jones Family Holders' name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1.01 above as the Ryan Langston Holder or Mark Jones, Jr. Holder or their proxies or substitutes shall, by joint agreement of the Ryan Langston Holder and Mark Jones, Jr. Holder's, deem proper with respect to the Shares.

The proxies granted by each Jones Family Holder and each Colby Family Holder pursuant to this Article 1 are irrevocable and indefinite in duration, and are granted in order to provide a mechanism for the orderly control of Pubco. The proxies granted by each Jones Family Holder and each Colby Family Holder shall extend until the termination of this Agreement with respect to such Jones Family Holder or Colby Family Holder in accordance with its terms, even if such period is in excess of three years.

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Section 2.01. *Corporation Authorization*. Each Holder that is not a natural person represents and warrants to each of the other Holders and Pubco that such Holder is validly organized and existing under the laws of its state of organization and has all requisite power and authority to execute and deliver this Agreement, to perform fully its

obligations hereunder and to consummate the transactions contemplated hereby, and that this Agreement constitutes the valid and binding agreement of such Holder.

Section 2.02. *Non-Contravention*. Each Holder represents and warrants to each of the other Holders and Pubco that the execution, delivery and performance by such Holder of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene or conflict with, or constitute a violation of, any organizational documents of such Holder; (ii) if such Holder is not a natural person, contravene or conflict with, or constitute a violation of, any material applicable law or any material agreement or order binding on such Holder; or (iii) result in the imposition of any Lien (as defined below) on any asset of such Holder.

Section 2.03. *Ownership of Shares*. Each Holder represents and warrants to each of the other Holders and Pubco that such Holder is the record and beneficial owner of all of the Shares owned by them on the date hereof, any and all liens, charges, security interests, options, claims, mortgages, pledges, proxies, voting trusts or agreements, obligations, understandings or arrangements or other restrictions on title or transfer of any nature whatsoever (collectively, "**Liens**") and any other limitation or restriction (including any restriction on the right to vote or otherwise dispose of the Shares), other than transfer restrictions under applicable securities laws. None of the Shares is subject to any voting trust or other agreement or arrangement with respect to the voting of such Shares.

# ARTICLE 3 MISCELLANEOUS

Section 3.01. Other Definitional and Interpretative Provisions. Unless specified otherwise, in this Agreement the obligations of any party consisting of more than one person are joint and several. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person (as defined below) include the successors and permitted assigns of that Person. References from or through any date mean, unless

otherwise specified, from and including or through and including, respectively. For the purposes of this Agreement, "Person" shall mean any natural person or any corporation, partnership, joint venture or enterprise, limited liability company, unincorporated association, trust, estate, governmental entity or other entity or organization, and shall include the successor (by merger or otherwise) of any entity or organization.

Section 3.02. *Further Assurances*. Each party to this Agreement, at any time and from time to time upon the reasonable request of another party to this Agreement, shall promptly execute and deliver, or cause to be executed and delivered, all such further instruments and take all such further actions as may be reasonably necessary or appropriate to confirm or carry out the purposes and intent of this Agreement.

Section 3.03. *Expenses*. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 3.04. Restrictions on Transfer.

- (a) Each Holder agrees that it shall not directly or indirectly, sell, assign, transfer, exchange, gift, bequest, pledge, hypothecate or otherwise dispose of or encumber the legal or beneficial interest in, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of law any Shares, or solicit any offers in respect of any of the foregoing ("**Transfer**"), any Shares, except in compliance with the terms and conditions of this Agreement.
- (b) Any attempt by any Holder to Transfer any Shares not in compliance with this Agreement shall be null and void, and Pubco shall not, and shall cause any transfer agent not to, give any effect in Pubco's register of members or branch register to such attempted Transfer.
- (c) In addition to any other legend that may be required, each certificate (whether in book-entry form or otherwise) for Shares issued to any Holder shall bear a legend in substantially the following form:

THIS SECURITY IS ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND VOTING AS SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT DATED AS OF MAY 1, 2018 (INCLUDING ANY AMENDMENTS THERETO), COPIES OF WHICH MAY BE OBTAINED UPON REQUEST FROM GOOSEHEAD INSURANCE, INC. OR ANY SUCCESSOR THERETO.

(d) Without the written consent of whoever is entitled at such time to vote or consent under the proxy (as set forth in Article 1), no Holder shall Transfer any of its Shares. The foregoing restriction shall cease to apply to any transferee pursuant to a valid transfer under this Agreement.

Section 3.05. *Governing Law*. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 3.06. Consent to Jurisdiction. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the Delaware Chancery Court, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 3.07. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.08. *Severability*. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 3.09. *Counterparts*. This Agreement may be executed (including by facsimile transmission) with counterpart pages or in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement, it being understood that both parties need not sign the same counterpart.

Section 3.10. *Entire Agreement*. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes all prior and contemporaneous agreements and understanding, both oral and written, among the parties hereto with respect to the subject matter hereof.

Section 3.11. *Amendments; Waiver*. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 3.12. *Specific Performance*. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedy to which they are entitled at law or in equity.

Section 3.13. *Termination*. This Agreement will automatically terminate and be of no force and effect (a) with respect to the Colby Family Holders if for reasons of death, legal incapacity or any other cause, the Mark Jones Holder is unable to vote or exercise his right to vote or if Goosehead Insurance, Inc. ceases to be a controlled company as defined in the listing rules of the Nasdaq Stock Market; (b) with respect to each Holder (other than the Colby Family Holders), if the Mark Jones Holder, the Robyn Jones Holder, the Ryan Langston Holder, and the Mark Jones, Jr. Holder cease to hold any Shares or (c) with respect to each Holder if (a) whoever is entitled at such time to vote or consent under the proxy (as set forth in Article 1) terminates this Agreement by written notice to each Holder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MARK E. JONES

By: /s/ Mark E. Jones

ROBYN JONES

By: /s/ Robyn Jones

THE MARK AND ROBYN JONES DESCENDANTS TRUST

2014

By: /s/ Mark E. Jones

Name: Mark E. Jones Title: Trustee

LANNI ELAINE ROMNEY FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones Title: Trustee

LINDY JEAN LANGSTON FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones Title: Trustee

## CAMILLE LAVAUN PETERSON FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Trustee

## DESIREE ROBYN COLEMAN FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Trustee

## ADRIENNE MORGAN JONES FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Trustee

## MARK EVAN JONES, JR. FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Trustee

By: /s/ Serena. Jones

SERENA JONES

## LANNI ROMNEY

By: /s/ Lanni Romney

LINDY LANGSTON

By: /s/ Lindy Langston

CAMILLE PETERSON

By: /s/ Camille Peterson

DESIREE COLEMAN

By: /s/ Desiree Coleman

ADRIENNE JONES By: /s/ Adrienne Jones

MARK E. JONES, JR.

By: /s/ Mark E. Jones, Jr.

P. RYAN LANGSTON

By: /s/ P. Ryan Langston

### MICHAEL C. COLBY

By: /s/ Michael C. Colby

THE COLBY 2014 FAMILY TRUST

By: /s/ Michael C. Colby

Name: Michael C. Colby

Title: Trustee

MARK C. COLBY

By: /s/ Mark C. Colby

THE PRESTON MICHAEL COLBY 2014 TRUST

By: <u>/s/ Michael</u> C. Colby

Name: Michael C. Colby

Title: Trustee

THE LYLA KATE COLBY 2014 TRUST

By: /s/ Michael C. Colby

Name: Michael C. Colby

Title: Trustee

#### LIMITED POWER OF ATTORNEY

#### June 12, 2020

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Mark E. Jones, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

- 1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of Goosehead Insurance, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
- 2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
- 3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

#### The undersigned acknowledges that:

- 1. This Limited Power of Attorney authorizes, but does not require, the attorney- in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
- 2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
- 3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and

4.	This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney- in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.
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This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year fi	rst
above written.	

MARK E. JONES

By: <u>/s/ Mark E. Jones</u>

[Signature Page to Limited Power of Attorney]

# MICHAEL C. COLBY

By: /s/ Michael C. Colby

[Signature Page to Limited Power of Attorney]

#### LIMITED POWER OF ATTORNEY

#### June 12, 2020

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Mark E. Jones, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

- 1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of Goosehead Insurance, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
- 2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
- 3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

#### The undersigned acknowledges that:

- 1. This Limited Power of Attorney authorizes, but does not require, the attorney- in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
- 2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
- 3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and

4.	This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney- in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.
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This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

MARK E. JONES

By: <u>/s/ Mark E. Jones</u>

# MARK COLBY

By: /s/ Mark Colby

#### LIMITED POWER OF ATTORNEY

### June 12, 2020

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Mark E. Jones, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

- 1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of Goosehead Insurance, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
- 2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
- 3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. This Limited Power of Attorney authorizes, but does not require, the attorney- in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
- 2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
- 3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and

4.	This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney- in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.
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This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

MARK E. JONES

By: /s/ Mark E. Jones

# THE COLBY 2014 FAMILY TRUST

By: <u>/s/ Michael C. Colby</u>

Name: Michael C. Colby

Title: Trustee

#### LIMITED POWER OF ATTORNEY

### June 12, 2020

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Mark E. Jones, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

- 1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of Goosehead Insurance, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act"):
- 2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
- 3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. This Limited Power of Attorney authorizes, but does not require, the attorney- in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
- 2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
- 3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and

4.	This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney- in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.
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This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

MARK E. JONES

By: <u>/s/ Mark E. Jones</u>

# THE PRESTON MICHAEL COLBY 2014 TRUST

By: <u>/s/ Michael C. Colby</u>

Name: Michael C. Colby

Title: Trustee

#### LIMITED POWER OF ATTORNEY

### June 12, 2020

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Mark E. Jones, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

- 1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of Goosehead Insurance, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
- 2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
- 3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

## The undersigned acknowledges that:

- 1. This Limited Power of Attorney authorizes, but does not require, the attorney- in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
- 2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
- 3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and

4.	This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever
	requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney- in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

MARK E. JONES

By: <u>/s/ Mark E. Jones</u>

# THE LYLA KATE COLBY 2014 TRUST

By: <u>/s/ Michael C. Colby</u>

Name: Michael C. Colby

Title: Trustee