
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

(Amendment No. 8)

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)

August 6, 2019
(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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 931,666
	8.	Shared Voting Power 20,101,966
	9.	Sole Dispositive Power 931,666
	10.	Shared Dispositive Power 20,101,966
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 21,033,632 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 57.96%	
14.	Type of Reporting Person (See Instructions) IN, OO (Trustee)	

1.	Names of Reporting Persons. Robyn Jones	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 940,239
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 940,239
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 940,239 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.79%	
14.	Type of Reporting Person (See Instructions) 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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 13,419,809
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 13,419,809
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 13,419,809 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 39.87%	
14.	Type of Reporting Person (See Instructions) OO (Trust)	

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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 297,734
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 297,734
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 297,734 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.88%	
14.	Type of Reporting Person (See Instructions) OO (Trust)	

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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 297,734
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 297,734
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 297,734 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.88%	
14.	Type of Reporting Person (See Instructions) OO (Trust)	

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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 297,734
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 297,734
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 297,734 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.88%	
14.	Type of Reporting Person (See Instructions) OO (Trust)	

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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 297,734
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 297,734
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 297,734 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.88%	
14.	Type of Reporting Person (See Instructions) OO (Trust)	

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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 297,734
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 297,734
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 297,734 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.88%	
14.	Type of Reporting Person (See Instructions) OO (Trust)	

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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 297,734
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 297,734
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 297,734 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.88%	
14.	Type of Reporting Person (See Instructions) OO (Trust)	

1.	Names of Reporting Persons. Serena Jones	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,006,974
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,006,974
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,006,974 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 2.99%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Lanni Romney	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 420,557
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 420,557
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 420,557 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.25%	
14.	Type of Reporting 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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 498,557
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 498,557
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 498,557 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.48%	
14.	Type of Reporting 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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 492,457
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 492,457
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 492,457 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.46%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Desiree Coleman	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 498,557
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 498,557
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 498,557 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.48%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Adrienne Jones	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 491,557
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 491,557
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 491,557 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.46%	
14.	Type of Reporting 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) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 477,558
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 477,558
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 477,558 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.42%	
14.	Type of Reporting 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) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 69,297
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 69,297
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 69,297 shares of Class A Common Stock	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.21%	
14.	Type of Reporting Person (See Instructions) IN	

Item 1. Security and Issuer

This statement on Schedule 13D (this “Statement”) 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 “Class A Common Stock”), of Goosehead Insurance, Inc., a Delaware corporation (the “Issuer”). 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

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 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.	Controller
Serena Jones	Administrative Service Agent
P. Ryan Langston	Vice President and General Counsel

- (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 Texas.

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, 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 July 11, 2019 and August 6, 2019, The Mark and Robyn Jones Descendants Trust 2014 sold shares of Class A Common Stock in open market transactions as set forth in the table below:

Date	Number of Shares of Class A Common Stock Sold	Weighted Average Price Per Share
07/11/2019	12,374	\$46.11
07/12/2019	13,362	\$45.24
07/15/2019	16,785	\$45.64
07/16/2019	12,923	\$45.52
07/17/2019	15,700	\$45.05
07/18/2019	13,794	\$46.66
08/01/2019	27,357	\$45.51
08/02/2019	50,572	\$42.83

08/05/2019	54,732	\$43.60
08/06/2019	20,150	\$43.73

Between July 11, 2019 and August 6, 2019, Serena Jones sold shares of Class A Common Stock in open market transactions as set forth in the table below:

Date	Number of Shares of Class A Common Stock Sold	Weighted Average Price Per Share
07/11/2019	2,415	\$46.14
07/12/2019	3,874	\$45.51
07/15/2019	4,827	\$45.65
07/16/2019	3,728	\$45.48
07/17/2019	4,528	\$45.03
07/18/2019	1,463	\$43.57

Between July 11, 2019 and August 6, 2019, Lanni Romney sold shares of Class A Common Stock in open market transactions as set forth in the table below:

Date	Number of Shares of Class A Common Stock Sold	Weighted Average Price Per Share
08/01/2019	5,717	\$45.46
08/02/2019	7,283	\$42.03

Item 5. Interest in Securities of the Issuer

(a) and (b) The Reporting Persons (i) currently hold 87.56% of the outstanding Class B Common Stock and collectively control approximately 62.49% of the combined voting power of the Issuer's common stock and (ii) beneficially own, calculated in accordance with Rule 13d-3, 57.96% 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.

<u>Reporting Person</u>	<u>Number of Shares of Class A Common Stock Owned</u>	<u>Percentage of Class A Common Stock Outstanding(1)</u>	<u>Number of Shares of Class A Common Stock Received in Past 60 Days</u>
Mark E. Jones	931,666	2.77%	0
Robyn Jones	940,239	2.79%	0
The Mark and Robyn Jones Descendants Trust 2014	13,419,809	39.87%	0
The Lanni Elaine Romney Family Trust 2014	297,734	0.88%	0
The Lindy Jean Langston Family Trust 2014	297,734	0.88%	0
The Camille LaVaun Peterson Family Trust 2014	297,734	0.88%	0
The Desiree Robyn Coleman Family Trust 2014	297,734	0.88%	0
The Adrienne Morgan Jones Family Trust 2014	297,734	0.88%	0
The Mark Evan Jones, Jr. Family Trust 2014	297,734	0.88%	0
Serena Jones	1,006,974	2.99%	0
Lanni Romney	420,557	1.25%	0
Lindy Langston	498,557	1.48%	0
Camille Peterson	492,457	1.46%	0
Desiree Coleman	498,557	1.48%	0
Adrienne Jones	491,557	1.46%	0
Mark E. Jones, Jr.	477,558	1.42%	0
P. Ryan Langston	69,297	0.21%	0

- (1) Based on the number of shares of Class A Common Stock (15,141,040) issued and outstanding as of August 6, 2019, 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 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 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)
3.	Registration Rights Agreement (incorporated by reference to Exhibit 3 of the statement on Schedule 13D filed on behalf of the Reporting 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
24.1	Power of Attorney for Robyn Jones (incorporated by reference to Exhibit 24.1 of the statement on Schedule 13D filed on behalf of the 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)
24.7	Power of Attorney for The Adrienne Morgan Jones Family Trust 2014 (incorporated by reference to Exhibit 24.7 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018)
24.8	Power of Attorney for The Mark Evan Jones, Jr. Family Trust 2014 (incorporated by reference to Exhibit 24.8 of the statement on Schedule 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)
24.11	Power of Attorney for Lindy Langston (incorporated by reference to Exhibit 24.11 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
24.12	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)
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 Ryan Langston

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: August 6, 2019

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

JOINT FILING AGREEMENT

August 6, 2019

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: /s/ Mark E. Jones

[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

[Signature Page to Joint Filing Agreement]

LANNI ELAINE ROMNEY FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

LINDY JEAN LANGSTON FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

CAMILLE LAVAUN PETERSON FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

DESIREE ROBYN COLEMAN FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

ADRIENNE MORGAN JONES FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

MARK EVAN JONES, JR. FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

SERENA JONES

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

LANNI ROMNEY

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

LINDY LANGSTON

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

CAMILLE PETERSON

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

DESIREE COLEMAN

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

ADRIENNE JONES

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

MARK E. JONES, JR.

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact

[Signature Page to Joint Filing Agreement]

RYAN LANGSTON

By: /s/ Ryan Langston

[Signature Page to Joint Filing Agreement]

AMENDED AND RESTATED VOTING AGREEMENT

AMENDED AND RESTATED VOTING AGREEMENT, dated as of August 6, 2019 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 (the “**Jones Family Holders**,” and together with the Mark Jones Holder, the Robyn Jones Holder, the Ryan Langston Holder, and the Mark Jones, Jr. Holder, 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, Mark Jones Holder, Robyn Jones Holder, Mark Jones, Jr.

Holder and the Jones Family Holders entered into a voting agreement, dated as of May 1, 2018, 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 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 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 hereby grants a proxy appointing the Mark 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 Mark Jones Holder or its proxy or substitute shall, in the Mark Jones Holder's sole discretion, deem proper with respect to the Shares;

provided however, 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 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, has the right 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;

provided further, 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 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, have the right 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 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 shall extend until the termination of this Agreement in accordance with its terms, even if such period is in excess of three years.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE HOLDERS

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 “include”, “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 if (a) the Mark Jones Holder, the Robyn Jones Holder, the Ryan Langston Holder, and the Mark Jones, Jr. Holder cease to hold any Shares or (b) 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 Jones

Title: Trustee

LANNI ELAINE ROMNEY FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark Jones

Title: Trustee

LINDY JEAN LANGSTON FAMILY TRUST 2014

By: /s/ Mark E. Jones

Name: Mark Jones

Title: Trustee

Signature Page to the Voting Agreement

CAMILLE LAVAUN PETERSON FAMILY TRUST 2014

By: /s/ Mark E. Jones _____

Name: Mark Jones

Title: Trustee

DESIREE ROBYN COLEMAN FAMILY TRUST 2014

By: /s/ Mark E. Jones _____

Name: Mark Jones

Title: Trustee

ADRIENNE MORGAN JONES FAMILY TRUST 2014

By: /s/ Mark E. Jones _____

Name: Mark Jones

Title: Trustee

MARK EVAN JONES, JR. FAMILY TRUST 2014

By: /s/ Mark E. Jones _____

Name: Mark Jones

Title: Trustee

Signature Page to the Voting Agreement

SERENA JONES

By: /s/ 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

Signature Page to the Voting Agreement

ADRIENNE JONES

By: /s/ Adrienne Jones

MARK E. JONES, JR.

By: /s/ Mark Jones Jr.

P. RYAN LANGSTON

By: /s/ P. Ryan Langston

Signature Page to the Voting Agreement

LIMITED POWER OF ATTORNEY

August 6, 2019

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
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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.

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

[Signature Page to Limited Power of Attorney]

P. RYAN LANGSTON

By: /s/ P. Ryan Langston

[Signature Page to Limited Power of Attorney]
