

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13D/A**

**(Amendment No. 31)**

**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)**

**February 24, 2021**

**(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 575,217
	8.	Shared Voting Power 18,667,742
	9.	Sole Dispositive Power 575,217
	10.	Shared Dispositive Power 18,667,742
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 19,242,959 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) 52.32%	
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 516,139
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 516,139
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 516,139 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) 1.40%	
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 10,862,927
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 10,862,927
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 10,862,927 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) 29.54%	
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 279,534
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 279,534
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 279,534 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) 0.76%	
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) 0.81%	
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 290,434
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 290,434
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 290,434 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) 0.79%	
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 295,834
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 295,834
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 295,834 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) 0.80%	
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) 0.81%	
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) 0.81%	
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 727,031
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 727,031
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 727,031 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) 1.98%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. <b>Lanni Romney</b>	
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) <b>OO</b>	
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 <b>U.S.A.</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>202,791</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>202,791</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>202,791 shares of Class A Common Stock</b>	
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) <b>0.55%</b>	
14.	Type of Reporting Person (See Instructions) <b>IN</b>	

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 255,079
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 255,079
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 255,079 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) 0.69%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. <b>Camille Peterson</b>	
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) <b>OO</b>	
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 <b>U.S.A.</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>345,444</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>345,444</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>345,444 shares of Class A Common Stock</b>	
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) <b>0.94%</b>	
14.	Type of Reporting Person (See Instructions) <b>IN</b>	

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 403,557
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 403,557
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 403,557 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) 1.10%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. <b>Adrienne Jones</b>	
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) <b>OO</b>	
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 <b>U.S.A.</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>486,557</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>486,557</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>486,557 shares of Class A Common Stock</b>	
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) <b>1.32%</b>	
14.	Type of Reporting Person (See Instructions) <b>IN</b>	

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 385,553
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 385,553
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 385,553 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) 1.05%	
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 5,005
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 5,005
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,005 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) 0.01%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Michael C. Colby	
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 490,155
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 490,155
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 490,155 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) 1.33%	
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) (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 61,160
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 61,160
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 61,160 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) 0.17%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. <b>The Colby 2014 Family Trust</b>	
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) <b>OO</b>	
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 <b>U.S.A.</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>815,134</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>815,134</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>815,134 shares of Class A Common Stock</b>	
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) <b>2.22%</b>	
14.	Type of Reporting Person (See Instructions) <b>IN (Trust)</b>	

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) <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 38,896
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 38,896
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 38,896 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) 0.11%	
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) <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 38,896
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 38,896
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 38,896 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) 0.11%	
14.	Type of Reporting Person (See Instructions) IN (Trust)	

1.	Names of Reporting Persons. <b>Matthew Colby</b>	
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) <b>OO</b>	
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 <b>U.S.A.</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>80,000</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>80,000</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>80,000 shares of Class A Common Stock</b>	
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) <b>0.22%</b>	
14.	Type of Reporting Person (See Instructions) <b>IN</b>	

1.	Names of Reporting Persons. Michael Moxley	
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 99,008
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 99,008
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 99,008 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) 0.27%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Gary Delavan	
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 96,267
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 96,267
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 96,267 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) 0.26%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Megan Bailey	
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 105,017
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 105,017
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 105,017 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) 0.29%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Ted Olsen	
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 50,045
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 50,045
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 50,045 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) 0.14%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. <b>Brian Pattillo</b>	
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) <b>OO</b>	
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 <b>U.S.A.</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power <b>0</b>
	8.	Shared Voting Power <b>52,509</b>
	9.	Sole Dispositive Power <b>0</b>
	10.	Shared Dispositive Power <b>52,509</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>52,509 shares of Class A Common Stock</b>	
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) <b>0.14%</b>	
14.	Type of Reporting Person (See Instructions) <b>IN</b>	

1.	Names of Reporting Persons. Amber Burbank-Ach	
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 71,427
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 71,427
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 71,427 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) 0.19%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Julia Jordan	
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 43,696
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 43,696
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 43,696 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) 0.12%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Drew Burks	
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 51,167
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 51,167
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 51,167 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) 0.14%	
14.	Type of Reporting Person (See Instructions) IN	

1	Names of Reporting Persons. SLJ Dynasty Trust	
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 97,943
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 97,943
11	Aggregate Amount Beneficially Owned by Each Reporting Person 97,943 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) 0.27%	
14	Type of Reporting Person (See Instructions) OO (Trust)	

1	Names of Reporting Persons. Jones 2020 Irrevocable Trust	
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 82,005
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 82,005
11	Aggregate Amount Beneficially Owned by Each Reporting Person 82,005 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) 0.22%	
14	Type of Reporting Person (See Instructions) OO (Trust)	

1	Names of Reporting Persons. Lindy Langston Spousal Lifetime Access Trust	
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 90,270
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 90,270
11	Aggregate Amount Beneficially Owned by Each Reporting Person 90,270 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) 0.25%	
14	Type of Reporting Person (See Instructions) OO (Trust)	

1	Names of Reporting Persons. Lanni Romney Spousal Lifetime Access Trust	
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 88,704
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 88,704
11	Aggregate Amount Beneficially Owned by Each Reporting Person 88,704 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) 0.24%	
14	Type of Reporting Person (See Instructions) OO (Trust)	

1	Names of Reporting Persons. Nathan Scott 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 5
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 5
11	Aggregate Amount Beneficially Owned by Each Reporting Person 5 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) —%	
14	Type of Reporting Person (See Instructions) IN	

1	Names of Reporting Persons. Nathan Romney 2021 Family Trust	
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 82,500
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 82,500
11	Aggregate Amount Beneficially Owned by Each Reporting Person 82,500 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) 0.22%	
14	Type of Reporting Person (See Instructions) OO (Trust)	

1	Names of Reporting Persons. Ryan Langston 2021 Family Trust	
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 82,500
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 82,500
11	Aggregate Amount Beneficially Owned by Each Reporting Person 82,500 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) 0.22%	
14	Type of Reporting Person (See Instructions) OO (Trust)	

1	Names of Reporting Persons. The CP Descendants' Trust	
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 101,351
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 101,351
11	Aggregate Amount Beneficially Owned by Each Reporting Person 101,351 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) 0.28%	
14	Type of Reporting Person (See Instructions) OO (Trust)	

**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 joint filing agreements filed as Exhibit 1 and Exhibit 1.1 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
23. Matthew Colby
24. Michael Moxley
25. Gary Delavan
26. Megan Bailey
27. Ted Olsen
28. Brian Pattillo
29. Amber Burbank-Ach
30. Julia Jordan
31. Drew Burks
32. SLJ Dynasty Trust
33. Jones 2020 Irrevocable Trust
34. Lindy Langston Spousal Lifetime Access Trust
35. Lanni Romney Spousal Lifetime Access Trust
36. Nathan Romney
37. The CP Descendants' Trust
38. Nathan Romney 2021 Family Trust
39. Ryan Langston 2021 Family 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 and their permitted transferees 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 limited liability company units ("LLC Units") in Goosehead Financial, 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, June 12, 2020, and September 18, 2020 by and among the Issuer and the Reporting Persons (the "First Voting Agreement") and a Voting Agreement dated as of February 24, 2021 (the "Second Voting Agreement" and together with the First Voting Agreement, the "Voting Agreements"), 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 in Exhibit 5 and Exhibit 7 respectively. 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 the Issuer, 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.

<b>Name</b>	<b>Principal Occupation (at Issuer)</b>
Mark E. Jones	Chairman, Director and Chief Executive Officer
Robyn Jones	Director and Vice Chairman
Mark E. Jones, Jr.	Vice President - Finance
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
Matthew Colby	Vice President
Michael Moxley	Vice President
Gary Delavan	Vice President
Megan Bailey	Vice President
Ted Olsen	Managing Director
Brian Pattillo	Vice President
Amber Burbank-Ach	Managing Director
Julia Jordan	Managing Director
Drew Burks	Chief Information Officer
Lanni Romney	Attorney (not at Issuer)
Camille Peterson	Entrepreneur (not at Issuer)
Lindy Langston	Attorney (not at Issuer)
Adrienne Jones	Dentist (not at Issuer)
Desiree Coleman	Investor (not at Issuer)
Nathan Romney	Dentist (not at Issuer)

- (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 and their permitted transferees are entitled to exchange their LLC Units in Goosehead Financial, together with an equal number of shares of Class B Common Stock (together with an equal number of LLC Units in Goosehead Financial) for an equal number of shares of the Issuer's Class A Common Stock.

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.

**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 Agreements described in Item 2 above.

Except as otherwise described herein and Rule 10b5-1 Trading Plans, 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.

**Item 5. Interest in Securities of the Issuer**

(a) and (b) The Reporting Persons (i) currently hold 99.40% of the outstanding Class B Common Stock and collectively control approximately 51.99% of the combined voting power of the Issuer's common stock and (ii) beneficially own, calculated in accordance with Rule 13d-3, 52.32% 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 <sup>(1)</sup>	Percentage of Class A Common Stock Outstanding <sup>(2)</sup>
Mark E. Jones	575,217 <sup>(3)</sup>	1.56 %
Robyn Jones	516,139	1.40 %
The Mark and Robyn Jones Descendants Trust 2014	10,862,927	29.54 %
The Lanni Elaine Romney Family Trust 2014	279,534	0.76 %
The Lindy Jean Langston Family Trust 2014	297,734	0.81 %
The Camille LaVaun Peterson Family Trust 2014	290,434	0.79 %
The Desiree Robyn Coleman Family Trust 2014	295,834	0.80 %
The Adrienne Morgan Jones Family Trust 2014	297,734	0.81 %
The Mark Evan Jones, Jr. Family Trust 2014	297,734	0.81 %
Serena Jones	727,031	1.98 %
Lanni Romney	202,791	0.55 %
Lindy Langston	255,079	0.69 %
Camille Peterson	345,444	0.94 %
Desiree Coleman	403,557	1.10 %
Adrienne Jones	486,557	1.32 %
Mark E. Jones, Jr.	385,553	1.05 %
P. Ryan Langston	5,005	0.01 %
Michael Colby	490,155	1.33 %
Mark Colby	61,160	0.17 %
The Colby 2014 Family Trust	815,134	2.22 %
The Preston Michael Colby 2014 Trust	38,896	0.11 %
The Lyla Kate Colby 2014 Trust	38,896	0.11 %
Matthew Colby	80,000	0.22 %
Michael Moxley	99,008	0.27 %
Gary Delavan	96,267 <sup>(4)</sup>	0.26 %
Megan Bailey	105,017	0.29 %
Ted Olsen	50,045	0.14 %
Brian Pattillo	52,509	0.14 %
Amber Burbank-Ach	71,427	0.19 %
Julia Jordan	43,696 <sup>(5)</sup>	0.12 %
Drew Burks	51,167 <sup>(6)</sup>	0.14 %
SLJ Dynasty Trust	97,943	0.27 %
Jones 2020 Irrevocable Trust	82,005	0.22 %
Lindy Langston Spousal Lifetime Access Trust	90,270	0.25 %
Lanni Romney Spousal Lifetime Access Trust	88,704	0.24 %
Nathan Romney	5	— %
The CP Descendants' Trust	101,351	0.28 %
Ryan Langston 2021 Family Trust	82,500	0.22 %
Nathan Romney 2021 Family Trust	82,500	0.22 %

<sup>(1)</sup> Each Reporting Person has shared power to vote or dispose all shares listed pursuant to the Voting Agreements described herein except for the shares listed for Mark E. Jones for which he has the sole power to vote or dispose.

<sup>(2)</sup> Based on the number of shares of Class A Common Stock (18,374,682) issued and outstanding as of February 25, 2021, the date of this report, and assuming all outstanding shares of Class B Common Stock (together with an equal number of LLC Units in Goosehead Financial) 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.

<sup>(3)</sup> Includes 106,667 shares of Class A Common Stock issuable upon exercise of options that have vested or will vest within 60 days of February 24, 2021.

<sup>(4)</sup> Includes 10,967 shares of Class A Common Stock issuable upon exercise of options that have vested or will vest within 60 days of February 24, 2021.

<sup>(5)</sup> Includes 8,333 shares of Class A Common Stock issuable upon exercise of options that have vested or will vest within 60 days of February 24, 2021.

<sup>(6)</sup> Includes 4,167 shares of Class A Common Stock issuable upon exercise of options that have vested or will vest within 60 days of February 24, 2021.

(c) Between January 01, 2021 (the date following the most recent Schedule 13D/A filed by the Reporting Persons) and February 25, 2021, Gary Delavan exercised options and sold the corresponding shares of Class A Common Stock pursuant to a Rule 10b5-1 Trading Plan as set forth in the table below:

<b>Date</b>	<b>Number of Shares of Class A Common Stock Sold</b>	<b>Weighted Average Price Per Share</b>
1/4/2021	700	\$130.58

Between January 01, 2021 (the date following the most recent Schedule 13D/A filed by the Reporting Persons) and February 25, 2021, Ted Olsen exercised options and sold the corresponding shares of Class A Common Stock pursuant to a Rule 10b5-1 Trading Plan as set forth in the table below:

<b>Date</b>	<b>Number of Shares of Class A Common Stock Sold</b>	<b>Weighted Average Price Per Share</b>
1/4/2021	8,333	\$130.59

Between January 1, 2021 (the date following the most recent Schedule 13D/A filed by the Reporting Persons) and February 25, 2021, Michael Colby sold shares of Class A Common Stock pursuant to a Rule 10b5-1 Trading Plan as set forth in the table below:

<b>Date</b>	<b>Number of Shares of Class A Common Stock Sold</b>	<b>Weighted Average Price Per Share</b>
2/4/2021	884	\$150.08
2/5/2021	3,300	\$150.14
2/8/2021	15,162	\$151.00
2/9/2021	20,959	\$155.09
2/10/2021	9,695	\$155.57

Between January 1, 2021 (the date following the most recent Schedule 13D/A filed by the Reporting Persons) and February 25, 2021, Mark Colby sold shares of Class A Common Stock pursuant to a Rule 10b5-1 Trading Plan as set forth in the table below:

<b>Date</b>	<b>Number of Shares of Class A Common Stock Sold</b>	<b>Weighted Average Price Per Share</b>
1/19/2021	4,000	\$140.70
2/4/2021	400	\$150.04
2/5/2021	1,703	\$150.19
2/8/2021	1,897	\$150.55
2/11/2021	4,000	\$160.49

Between January 1, 2021 (the date following the most recent Schedule 13D/A filed by the Reporting Persons) and February 25, 2021, Lindy Langston transferred shares of Class B Common Stock as a gift for no consideration to the Ryan Langston 2021 Family Trust as set forth in the table below:

<b>Date</b>	<b>Number of Shares of Class B Common Stock Transferred</b>	<b>Weighted Average Price Per Share</b>
1/26/2021	82,500	N/A - Gift

Between January 1, 2021 (the date following the most recent Schedule 13D/A filed by the Reporting Persons) and February 25, 2021, Lanni Romney transferred shares of Class B Common Stock as a gift for no consideration to the Nathan Romney 2021 Family Trust as set forth in the table below:

<b>Date</b>	<b>Number of Shares of Class B Common Stock Transferred</b>	<b>Weighted Average Price Per Share</b>
1/28/2021	82,500	N/A - Gift

(d) Other than as described herein and the beneficiaries of trusts that hold shares of Class A or Class B Common Stock reported herein, 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 Agreement"), 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 and 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, subject to specified limitations. 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 such 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 the Voting Agreements 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 Agreements, 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 First Voting Agreement) and Exhibit 5.1 (the Second Voting Agreement).

The foregoing summaries do not purport to be complete, and are qualified in their entirety by reference to the Goosehead Financial LLC Agreement, registration rights agreement, form of lock-up agreement, tax receivable agreement and Voting Agreements, filed herewith as Exhibits 2, 3, 4, 5 and 5.1 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 herein 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	<a href="#">Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended</a> (incorporated by reference to Exhibit 99.1 of the statement on Schedule 13D/A filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020)
1.1	<a href="#">Joint Filing Agreement as required by Rule 13-d-1(k)(1) under the Securities Exchange Act of 1934</a>
2	<a href="#">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)</a>
3	<a href="#">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)</a>
4	<a href="#">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)</a>
5	<a href="#">Amended and Restated Voting Agreement</a> (incorporated by reference to Exhibit 5 of the statement of Schedule 13D/A filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020)
5.1	<a href="#">Second Voting Agreement</a>
24.1	<a href="#">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)</a>
24.2	<a href="#">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)</a>
24.3	<a href="#">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)</a>

- 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 \(incorporated by reference to Exhibit 24.9 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018\)](#)
- 24.1 [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 \(incorporated by reference to Exhibit 24.11 of the statement on Schedule 13D filed on behalf of the Reporting Persons with the Securities and Exchange Commission on May 10, 2018\)](#)
- 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 Attorney for Ryan Langston \(incorporated by reference to Exhibit 24.16 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on August 6, 2019\)](#)
- 24.17 [Power of Attorney for Michael C. Colby \(incorporated by reference to Exhibit 24.17 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on June 12, 2020\)](#)
- 24.18 [Power of Attorney for Mark Colby \(incorporated by reference to Exhibit 24.18 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on June 12, 2020\)](#)
- 24.19 [Power of Attorney for The Colby 2014 Family Trust \(incorporated by reference to Exhibit 24.19 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on June 12, 2020\)](#)
- 24.20 [Power of Attorney for The Preston Michael Colby 2014 Trust \(incorporated by reference to Exhibit 24.20 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on June 12, 2020\)](#)
- 24.21 [Power of Attorney for The Lyla Kate Colby 2014 Trust \(incorporated by reference to Exhibit 24.21 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on June 12, 2020\)](#)
- 24.22 [Power of Attorney for Matthew Colby \(incorporated by reference to Exhibit 24.22 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.23 [Power of Attorney for Michael Moxley \(incorporated by reference to Exhibit 24.23 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)

- 24.24 [Power of Attorney for Gary Delavan \(incorporated by reference to Exhibit 24.24 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.25 [Power of Attorney for Megan Bailey \(incorporated by reference to Exhibit 24.25 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.26 [Power of Attorney for Ted Olsen \(incorporated by reference to Exhibit 24.26 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.27 [Power of Attorney for Brian Pattillo \(incorporated by reference to Exhibit 24.27 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.28 [Power of Attorney for Amber Burbank-Ach \(incorporated by reference to Exhibit 24.28 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.29 [Power of Attorney for Julia Jordan \(incorporated by reference to Exhibit 24.29 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.30 [Power of Attorney for Drew Burks \(incorporated by reference to Exhibit 24.30 of the statement on Schedule 13DA filed on behalf of the Reporting Persons with the Securities and Exchange Commission on September 18, 2020\)](#)
- 24.31 [Power of Attorney for the Jones 2020 Irrevocable Trust](#)
- 24.32 [Power of Attorney for the SLJ Dynasty Trust](#)
- 24.33 [Power of Attorney for the Lindy Langston Spousal Lifetime Access Trust](#)
- 24.34 [Power of Attorney for Lanni Romney Spousal Lifetime Access Trust](#)
- 24.35 [Power of Attorney for Nathan Romney](#)
- 24.36 [Power of Attorney for the Nathan Romney 2021 Family Trust](#)
- 24.37 [Power of Attorney for the Ryan Langston 2021 Family Trust](#)
- 24.38 [Power of Attorney for the CP Descendants' 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: February 25, 2021

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

19 /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

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

Matthew Colby

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

Michael Moxley

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

Gary Delavan

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

Megan Bailey

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

Ted Olsen

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

Brian Pattillo

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

Amber Burbank-Ach

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

Julia Jordan

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

Drew Burks

## 32 SLJ DYNASTY TRUST

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-in-Fact

## 33 JONES 2020 IRREVOCABLE TRUST

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

## 34 LINDY LANGSTON SPOUSAL LIFETIME ACCESS TRUST

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

## 35 LANNI ROMNEY SPOUSAL LIFETIME ACCESS TRUST

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

36 /s/ Mark E. Jones, Attorney-in-Fact  
Nathan Romney

## 37 THE CP DESCENDANTS' TRUST

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

## 38 NATHAN ROMNEY 2021 FAMILY TRUST

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

## 39 RYAN LANGSTON 2021 FAMILY TRUST

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

**JOINT FILING AGREEMENT**

**February 25, 2021**

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

ROBYN JONES

By: /s/ Mark E. Jones

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

P. RYAN LANGSTON

By: /s/ Mark E. Jones

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

THE CP DESCENDANTS' TRUST

By: /s/ Mark E. Jones

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

*[Signature Page to Joint Filing Agreement]*

JONES 2020 IRREVOCABLE TRUST

By: /s/ Mark E. Jones

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

LINDY LANGSTON SPOUSAL LIFETIME ACCESS TRUST

By: /s/ Mark E. Jones

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

LANNI ROMNEY SPOUSAL LIFETIME ACCESS TRUST

By: /s/ Mark E. Jones

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

NATHAN ROMNEY

By: /s/ Mark E. Jones

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

*[Signature Page to Joint Filing Agreement]*

NATHAN ROMNEY 2021 FAMILY TRUST

By: /s/ Mark E. Jones

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

RYAN LANGSTON 2021 FAMILY TRUST

By: /s/ Mark E. Jones

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

SLJ DYNASTY TRUST

By: /s/ Mark E. Jones

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

*[Signature Page to Joint Filing Agreement]*

**SECOND VOTING AGREEMENT**

SECOND VOTING AGREEMENT, dated as of February 24, 2021 (this “**Second Voting Agreement**”), 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 CP Descendants’ Trust, The Jones 2020 Irrevocable Trust, The Lanni Romney Spousal Lifetime Access Trust, The Lindy Langston Spousal Lifetime Access Trust, Nathan Romney, The Nathan Romney 2021 Family Trust, The Ryan Langston 2021 Family Trust and The SLJ Dynasty Trust (collectively with the Mark Jones Holder, the Robyn Jones Holder, the Ryan Langston Holder and the Mark Jones, Jr. Holder, the “**Holders**” and each, a “**Holder**”).

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 Mark Jones Holder, the Robyn Jones Holder, the Ryan Langston Holder, the Mark Jones, Jr. Holder and certain 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**”);

WHEREAS, certain holders of units of Goosehead Financial and Shares of Class B Common Stock entered into a voting agreement, dated as of May 1, 2018, as amended and restated on August 6, 2019 and again on June 12, 2020, and again on September 18, 2020 (as so amended and restated, the “**First Voting Agreement**”), in which they agreed to vote in the same manner as the Mark Jones Holder as set forth therein; and

WHEREAS, the Holders desire to effect an agreement that, consistent with the terms of the First Voting Agreement, the Holders will, as set forth below, agree to vote in the same manner as the Mark Jones Holder.

NOW THEREFORE, the parties hereto agree 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 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 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 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 Holder hereby revokes any and all previous proxies granted with respect to the Shares held by it. By entering into this Second Voting Agreement, each Holder hereby grants a proxy appointing the Mark Jones Holder as such Holder's attorney-in-fact and proxy, with full power of substitution, for and in such Holder's 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 Holder hereby grants a proxy appointing the Robyn Jones Holder as such Holders' attorney-in-fact and proxy, with full power of substitution, for and in such 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 Holder hereby grants a proxy appointing the Ryan Langston Holder and the Mark Jones, Jr. Holder as such Holder's attorneys-in-fact and proxies, with full power of substitution, for and in such Holder's 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 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 Holder shall extend until the termination of this Second Voting Agreement with respect to such Holder 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 Second Voting Agreement, to perform fully its obligations hereunder and to consummate the transactions contemplated hereby, and that this Second Voting 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 Second Voting Agreement and the consummation of the transactions contemplated hereby do not and will not (1) contravene or conflict with, or constitute a violation of, any organizational documents of such Holder; (2) 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 (3) 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 Second Voting 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 Second Voting Agreement shall refer to this Second Voting Agreement as a whole and not to any particular provision of this Second Voting 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 Second Voting Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Second Voting 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 Second Voting Agreement. Any singular term in this Second Voting 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 Second Voting 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 Second Voting 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 Second Voting Agreement, at any time and from time to time upon the reasonable request of another party to this Second Voting 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 Second Voting Agreement.

Section 3.03. *Expenses.* All costs and expenses incurred in connection with this Second Voting 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 Second Voting Agreement.

(b) Any attempt by any Holder to Transfer any Shares not in compliance with this Second Voting 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) AND THE SECOND VOTING AGREEMENT DATED AS OF FEBRUARY 24, 2021 (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 Second Voting Agreement unless such transferee is a party to this Second Voting Agreement or the First Voting Agreement or otherwise agrees to be bound by the restrictions set forth herein.

Section 3.05. *Joinder*. Holders of units of Goosehead Financial and Shares may agree in writing to be bound by the terms of this Second Voting Agreement by executing and delivering to whoever is entitled at such time to vote or consent under the proxy (as set forth in Article 1) a joinder in the form attached as Exhibit A hereto. Whoever is entitled at such time to vote or consent under the proxy (as set forth in Article 1) may require, as a condition to written consent to any Transfer to a transferee who is not a party to this Second Voting Agreement or the First Voting Agreement, that such transferee execute and deliver such joinder to such person.

Section 3.06. *Governing Law*. This Second Voting 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 3.07. *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 Second Voting Agreement or the transactions contemplated hereby shall be brought in the Delaware Chancery Court, and that any cause of action arising out of this Second Voting 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 3.08. *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 SECOND VOTING AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.09. *Severability.* The provisions of this Second Voting 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 Second Voting Agreement, or the application thereof to any person or entity or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (i) 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 (ii) the remainder of this Second Voting 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 3.10. *Counterparts.* This Second Voting 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 3.11. *Entire Agreement.* This Second Voting 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 3.12. *Amendments; Waiver.* Any provision of this Second Voting 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 Second Voting Agreement or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 3.13. *Specific Performance.* The parties hereto agree that irreparable damage would occur in the event any provision of this Second Voting 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 3.14. *Termination.* This Second Voting Agreement will automatically terminate and be of no force and effect with respect to each Holder 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 Second Voting Agreement by written notice to each Holder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Second Voting 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/ Mark E. Jones \_\_\_\_\_

Name: Mark E. Jones

Title: Attorney-In-Fact

**MARK E. JONES, JR.**

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

**P. RYAN LANGSTON**

By: /s/ P. Ryan Langston \_\_\_\_\_

**RYAN LANGSTON 2021 FAMILY TRUST**

By: /s/ P. Ryan Langston \_\_\_\_\_

Name: P. Ryan Langston

Title: Trustee

**NATHAN ROMNEY 2021 FAMILY TRUST**

By: /s/ Nathan Romney \_\_\_\_\_

Name: Nathan Romney

Title: Trustee

**LANNI ROMNEY SPOUSAL LIFETIME ACCESS TRUST**

By: /s/ Lanni Romney  
Name: Lanni Romney  
Title: Trustee

**NATHAN ROMNEY**

By: /s/ Nathan Romney

**LINDY LANGSTON SPOUSAL LIFETIME ACCESS TRUST**

By: /s/ Lindy Langston  
Name: Lindy Langston  
Title: Trustee

**THE CP DESCENDANTS' TRUST**

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

By: /s/ Mark E. Jones  
Name: Mark E. Jones  
Title: Attorney-In-Fact for Robyn Jones, Trustee

**J.P. MORGAN TRUST COMPANY OF DELAWARE,  
TRUSTEE  
SLJ DYNASTY TRUST**

By: /s/ Ian Pavlekovich

\_\_\_\_\_  
Name: Ian Pavlekovich

Title: Trust Officer

**JONES 2020 IRREVOCABLE TRUST**

By: /s/ Rachel Jones

\_\_\_\_\_  
Name: Rachel Jones

Title: Co-Trustee

By: /s/ P. Ryan Langston

\_\_\_\_\_  
Name: P. Ryan Langston

Title: Co-Trustee

[Signature Page to Second Voting Agreement]

**Exhibit A**

**FORM OF JOINDER TO SECOND VOTING AGREEMENT**

THIS JOINDER TO SECOND VOTING AGREEMENT (this “**Joinder Agreement**”) is made as of [ ] [ ], 20[ ] by and between [Mark E. Jones]<sup>1</sup> (the “**Proxy Holder**”), and [ ] (the “**Joining Party**”).

WHEREAS, the Proxy Holder and certain other holders of units of Goosehead Financial and Shares of Class B Common Stock entered into a second voting agreement, dated as of February 24, 2021 (as amended from time to time, the “**Second Voting Agreement**”), in which they agreed to vote in the same manner as the Mark Jones Holder (or its proxy or substitute) as set forth therein; and

WHEREAS, the Joining Party desires to become a party to, and to join in the rights and obligations of the “**Holders**” under the Second Voting Agreement.

NOW THEREFORE, in consideration of the mutual promises herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. *Joinder to Voting Agreement.* By execution of this Joinder Agreement, (a) the Joining Party shall become party to the Second Voting Agreement, be considered a “**Holder**” for all purposes under the Second Voting Agreement and have all of the rights and obligations of a “**Holder**” under the Second Voting Agreement, and (b) all Shares over which such Joining Party has voting power shall be considered “**Shares**” for all purposes under the Second Voting Agreement, and be subject to all of the obligations and restrictions set forth in the Voting Agreement.

Section 2. *Counterparts.* This Joinder 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. *Definitions.* Capitalized terms used but not otherwise defined in this Joinder Agreement have the meanings set forth in the Second Voting Agreement.

[SIGNATURE PAGE FOLLOWS]

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<sup>1</sup> [If Mark E. Jones is not the person entitled to vote or consent under the proxy set forth in Article 1 of the Second Voting Agreement at the time of execution of the Joinder Agreement, replace with Robyn Jones or P. Ryan Langston and Mark E. Jones, as the case may be.]

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder Agreement as of the date first written above.

**PROXY HOLDER**

By: \_\_\_\_\_

**JOINING PARTY**

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Joinder Agreement]

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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

1. 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]*

JONES 2020 IRREVOCABLE TRUST

By: /s/ Rachel Jones

Name: Rachel Jones

Title: Co-Trustee

By: /s/ P. Ryan Langston

Name: P. Ryan Langston

Title: Co-Trustee

*[Signature Page to Limited Power of Attorney]*

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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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

1. 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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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]*

J.P. MORGAN TRUST COMPANY OF DELAWARE, TRUSTEE  
SLJ DYNASTY TRUST

By: /s/ Ian Pavlekovich

Name: Ian Pavlekovich

Title: Trust Officer

*[Signature Page to Limited Power of Attorney]*

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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:

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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
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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

1. 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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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]*

LINDY LANGSTON SPOUSAL LIFETIME ACCESS TRUST

By: /s/ Lindy Langston

Name: Lindy Langston

Title: Trustee

*[Signature Page to Limited Power of Attorney]*

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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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;
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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

1. 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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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]*

LANNI ROMNEY SPOUSAL LIFETIME ACCESS TRUST

By: /s/ Lanni Romney

Name: Lanni Romney

Title: Trustee

*[Signature Page to Limited Power of Attorney]*

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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:

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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
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MARK E. JONES

By: /s/ Mark E. Jones

*[Signature Page to Limited Power of Attorney]*

NATHAN ROMNEY

By: /s/ Nathan Romney

*[Signature Page to Limited Power of Attorney]*

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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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
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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

1. 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]*

NATHAN ROMNEY 2021 FAMILY TRUST

By: /s/ Nathan Romney

Name: Nathan Romney

Title: Trustee

*[Signature Page to Limited Power of Attorney]*

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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

1. 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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MARK E. JONES

By: /s/ Mark E. Jones

*[Signature Page to Limited Power of Attorney]*

RYAN LANGSTON 2021 FAMILY TRUST

By: /s/ P. Ryan Langston

Name: P. Ryan Langston

Title: Trustee

*[Signature Page to Limited Power of Attorney]*

**LIMITED POWER OF ATTORNEY**

**February 24, 2021**

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");
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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;
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MARK E. JONES

By: /s/ Mark E. Jones

*[Signature Page to Limited Power of Attorney]*

THE CP DESCENDANTS' TRUST

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Trustee

By: /s/ Mark E. Jones

Name: Mark E. Jones

Title: Attorney-In-Fact for Robyn Jones, Trustee

*[Signature Page to Limited Power of Attorney]*