

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

JOHNSON OUTDOORS INC.

(Exact name of registrant as specified in its charter)

Wisconsin

(State or other jurisdiction of Incorporation or organization)

39-1536083

(I.R.S. Employer Identification No.)

555 Main Street
Racine, Wisconsin

(Address of principal executive offices)

53403

(Zip Code)

JOHNSON OUTDOORS INC. 2020 LONG-TERM STOCK INCENTIVE PLAN

(Full title of the plan)

Helen P. Johnson-Leipold
Chairman and Chief Executive Officer
Johnson Outdoors Inc.
555 Main Street
Racine, Wisconsin 53403

(Name and address of agent for service)

262-631-6600

(Telephone number, including area code of agent for service)

Copy to:

Eric P. Hagemeyer, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Suite 1700
Milwaukee, Wisconsin 53202
414-298-1000

Indicate by check mark whether the restraint is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company)

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of Registration fee
Class A Common Stock, \$0.05 par value per share	500,000 shares (1)	\$ 66.725(2)	\$ 33,362,500(2)	\$ 4,330.45(2)

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers any additional shares of Class A Common Stock which become issuable under the Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan (the “Plan”) by reason of any stock dividend, stock split, recapitalization or any similar transaction effected without the receipt of any consideration by Johnson Outdoors Inc. (the “Registrant”) which results in an increase in the number of the outstanding shares of the Registrant’s Class A Common Stock.
- (2) For the purpose of computing the registration fee, the Registrant has used \$66.725 as the average of the high and low prices of the Class A Common Stock as reported on April 30, 2020 on the NASDAQ Global Select Market SM for the offering price per share, in accordance with Rules 457(c) and (h) under the Securities Act. The actual offering price will be determined in accordance with the terms of the Plan.

PART II - INFORMATION REQUIRED IN THE
REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Securities and Exchange Commission (the "Commission") pursuant to section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference:

- (a) [The Registrant's Annual Report on Form 10-K for the fiscal year ended September 27, 2019.](#)
- (b) [All other reports filed by the Registrant pursuant to section 13\(a\) or 15\(d\) of the Exchange Act since the end of the fiscal year covered by the Annual Report on Form 10-K referred to in paragraph \(a\) above.](#)
- (c) [The description of the Registrant's Class A Common Stock contained in the registration statement filed pursuant to section 12 of the Exchange Act and all amendments thereto or reports filed for the purpose of updating such description.](#)

All reports and other documents subsequently filed by the Registrant pursuant to sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part hereof.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant's directors and officers are entitled to certain statutory rights to be indemnified by the Registrant against certain liabilities and expenses, provided the director or officer is either successful in the defense of such litigation or is otherwise determined not to have engaged in willful misconduct, knowingly violated a criminal law, failed to deal fairly with the Registrant or its shareholders in connection with a matter in which the director or officer had a material conflict of interest or derived an improper personal benefit in the performance of his or her duties to the Registrant.

Article Ten of the Registrant's Amended and Restated By-Laws also contains provisions entitling directors and officers of the Registrant to indemnification against certain liabilities and expenses. The Registrant's Amended and Restated By-Laws are incorporated herein by reference in Exhibit 4.4.

Directors and officers of the Registrant are covered by directors' and officers' liability insurance under which they are insured (subject to certain exceptions and limitations specified in the policy) against expenses and liabilities arising out of proceedings to which they are parties by reason of being or having been directors or officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

- [4.1](#) Articles of Incorporation of the Company as amended through February 17, 2000. (Filed as Exhibit 3.1(a) to the Company's Form 10-Q for the quarter ended March 31, 2000 and incorporated herein by reference.)
- [4.2](#) Bylaws of the Company as amended and restated through December 6, 2010. (Filed as Exhibit 3.2 to the Company's Form 10-K for the year ended October 1, 2010 and incorporated herein by reference.)
- [5.1](#) Opinion of Reinhart Boerner Van Deuren s.c. as to the legality of the Class A Common Stock being registered.
- [23.1](#) Consent of Independent Registered Public Accounting Firm.
- [23.2](#) Consent of Reinhart Boerner Van Deuren s.c. (included in its opinion filed as Exhibit 5.1 hereto).
- [24](#) Power of Attorney (included on the signature page hereto).
- [99.1](#) Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan (Filed as Appendix A to the Company's Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on January 10, 2020 and incorporated herein by reference.)
- [99.2](#) Form of Restricted Stock Unit Agreement (Performance Based) under the Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan.
- [99.3](#) Form of Restricted Stock Agreement under the Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan.

Item 9. Undertakings.

1. The undersigned Registrant hereby undertakes as follows:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933, as amended.

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) of the Securities Act of 1933, as amended, if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the Registration Statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (1)(a)(i) and (1)(a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(b) That, for the purpose of determining any liability under the Securities Act of 1933, as amended, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, as amended, and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Racine, State of Wisconsin, on May 5, 2020.

JOHNSON OUTDOORS INC.

BY /s/ Helen P. Johnson-Leipold

Helen P. Johnson-Leipold, Chairman and
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Helen P. Johnson-Leipold and David W. Johnson, and each of them individually, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that either said attorney-in-fact and agent or his or her substitute may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Helen P. Johnson-Leipold</u> Helen P. Johnson-Leipold	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	May 5, 2020
<u>/s/ David W. Johnson</u> David W. Johnson	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	May 5, 2020
<u>/s/ Thomas F. Pyle, Jr.</u> Thomas F. Pyle, Jr.	Vice Chairman of the Board and Director	December 5, 2019
<u>/s/ Terry E. London</u> Terry E. London	Director	December 5, 2019
<u>/s/ John M. Fahey, Jr.</u> John M. Fahey, Jr.	Director	December 5, 2019
<u>/s/ Edward F. Lang, III</u> Edward F. Lang, III	Director	December 5, 2019
<u>/s/ Katherine Button Bell</u> Katherine Button Bell	Director	December 5, 2019
<u>/s/ Richard Sheahan</u> Richard ("Casey") Sheahan	Director	December 5, 2019
<u>/s/ Edward Stevens</u> Edward Stevens	Director	December 5, 2019
<u>/s/ William D. Perez</u> William D. Perez	Director	December 5, 2019

Exhibit 5.1

REINHART BOERNER VAN DEUREN s.c.
1000 North Water Street
Milwaukee, WI 53202

May 5, 2020

Johnson Outdoors Inc.
555 Main Street
Racine, WI 53403

Ladies and Gentlemen:

Re: Registration Statement on Form S-8

We are providing this opinion in connection with the Registration Statement of Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), on Form S-8 (the "Registration Statement"), filed under the Securities Act of 1933, as amended (the "Act"), with respect to the proposed sale by the Company of up to 500,000 shares of Company Class A common stock, \$.05 par value per share (the "Shares"), pursuant to the provisions of the Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan (the "Plan").

We have examined (1) the Registration Statement; (2) the Company's Articles of Incorporation and Amended and Restated By-Laws, in each case as amended to date; (3) the Plan; (4) the corporate proceedings relating to the adoption of the Plan, the issuance of the Shares and the organization of the Company; and (5) such other documents and records as we have deemed necessary in order to render this opinion. In rendering this opinion, we have relied as to certain factual matters on certificates of officers of the Company and of state officials.

Based upon the foregoing, it is our opinion that the Shares, when issued as and for the consideration contemplated by the Registration Statement and the Plan, will be validly issued, fully paid and nonassessable.

We consent to the filing of this opinion as an Exhibit to the Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of section 11 of the Act, or that we come within the category of persons whose consent is required by section 7 of the Act.

Yours very truly,

REINHART BOERNER VAN DEUREN s.c.

BY /s/ Eric P. Hagemeyer

Eric P. Hagemeyer

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Johnson Outdoors Inc. of our report dated December 6, 2019, relating to the consolidated financial statements and the effectiveness of internal control over financial reporting of Johnson Outdoors Inc., appearing in the Annual Report on Form 10-K of Johnson Outdoors Inc. for the year ended September 27, 2019.

/s/ RSM US LLP

Milwaukee, Wisconsin

May 5, 2020

JOHNSON OUTDOORS INC.
RESTRICTED STOCK UNIT AGREEMENT
(Performance Based)

THIS RESTRICTED STOCK UNIT AGREEMENT dated as of _____, _____ (the "Grant Date"), is between _____ (the "Grantee") and JOHNSON OUTDOORS INC., a Wisconsin corporation (the "Company").

RECITALS

A. The Company has adopted the Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan (the "Plan") to provide eligible participants with the opportunity to acquire a proprietary interest, or otherwise increase their proprietary interest, in the Company. Capitalized terms used herein but not defined shall have the meanings given such terms in the Plan or in Schedule 1 hereto, as applicable.

B. The Plan is administered by the Compensation Committee of the Company's Board of Directors (the "Committee").

C. The Committee has designated the Grantee as the recipient of an Award of performance-based Restricted Stock Units under the Plan, and the Grantee and the Company desire to enter into this Agreement setting forth the terms and conditions of such Award of performance-based Restricted Stock Units.

AGREEMENTS

The Grantee and the Company agree as follows:

1. Grant of Restricted Stock Units. The Company hereby grants to the Grantee _____ performance-based Restricted Stock Units (the "Target Grant") in accordance with this Agreement and the Plan.

2. Award Payment. The actual number of Restricted Stock Units that the Grantee earns during the Performance Period will be determined pursuant to Schedule 1 attached hereto. Unless deferred in accordance with Section 6, the Company will issue to Grantee, as soon as administratively practicable after the Certification Date and in any event on or prior to 15 days thereafter, one share of Common Stock for each Restricted Stock Unit earned by the Grantee pursuant to Schedule 1.

3. Termination of Employment.

(a) Except as otherwise provided in Section 3(b) below, the Grantee must be an employee of the Company or one of its Subsidiaries continuously from the Grant Date until the Release Date (as defined in Schedule 1) in order for the Grantee to receive any shares of Common Stock with respect to the Restricted Stock Units the Grantee may earn pursuant to Schedule 1.

(b) If the Grantee's employment with the Company or its Subsidiary, as applicable, terminates prior to the Release Date (i) as a result of Grantee's death, (ii) because Grantee suffers a Disability (as defined below) or (iii) voluntarily by Grantee after age 65, then the Grantee will be entitled to receive a pro-rated number of shares of Common Stock with respect to any Restricted Stock Units the Grantee may earn pursuant to Schedule 1 (pro-rated based on the number of days during the Performance Period that the Grantee remained continuously employed by the Company or one of its Subsidiaries). The Grantee will only be entitled to receive such shares of Common Stock following the Release Date to the extent earned during the full Performance Period pursuant to Schedule 1.

(c) For purposes of this Section 3, "Disability" means mental or physical impairment such that the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

4. Change in Capital Structure. The number of shares of Common Stock covered by the Target Grant will be adjusted in the event of a stock dividend, stock split, reverse stock split, recapitalization, reorganization, merger, consolidation, acquisition or other change in the capital structure of the Company as determined by the Committee in accordance with the Plan.

5. Change of Control. Notwithstanding anything in this Agreement, Schedule 1 or the Plan to the contrary, upon the occurrence of a Change of Control (as defined in Section 10(k) of the Plan) 100% of the Target Grant shall immediately be deemed to have been earned.

6. Deferral. At any time prior to the due date for the deferral election established by the Company and reflected on Schedule 2 (which must be prior to the date of this Agreement), the Grantee may submit to the VP Human Resources of the Company an election in the form of Schedule 2 to this Agreement to defer receipt of all or any portion of the shares of Common Stock otherwise issuable to the Grantee with respect to the Restricted Stock Units that the Grantee may earn in accordance with Schedule 1. The Grantee will only make a deferral election once that applies to this grant of Restricted Stock Units and any such deferral election may not be modified or amended as to this grant of Restricted Stock Units by the Grantee after the Grant Date.

7. Addresses. Subject to Section 8 below, all notices or statements required to be given to either party hereto shall be in writing and shall be personally delivered or sent, in the case of the Company, to its principal business office and, in the case of Grantee, to Grantee's address as is shown on the records of the Company or to such address as Grantee designates in writing. Notice of any change of address shall be sent to the other party by written notice. It shall be conclusively presumed that any notice or statement properly addressed and mailed bearing the required postage stamps has been delivered to the party to which it is addressed.

8. Electronic Delivery. The Company (or its affiliates) may, in its or their sole discretion, decide to deliver any documents related to current or future participation in the Plan or related to this award of Restricted Stock Units or any future such awards under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system (including the Company's e-mail system) established and maintained by the Company or another third party designated by the Company. The Grantee hereby agrees that all on-line or electronic acknowledgments shall have the same force and effect as a written signature.

9. Service Provider Relationship. Nothing in this Agreement or in the Plan shall limit the right of the Company or any parent or subsidiary of the Company to terminate Grantee's employment or other form of service relationship or otherwise impose any obligation to employ and/or retain Grantee as a service provider.

10. Taxes. The Company may require payment or reimbursement of or may withhold any tax it believes is required as a result of the grant or earning of any of the Restricted Stock Units or any payments of shares of Common Stock in connection with the Restricted Stock Units, and the Company may defer making delivery of any shares of Common Stock in respect of the Restricted Stock Units until arrangements satisfactory to the Company have been made with regard to any such payment, reimbursement or withholding obligation.

11. Dividends and Voting Rights. The Grantee will not be entitled to receive any dividends for his or her Restricted Stock Units and shall not be entitled to voting rights with respect to such Restricted Stock Units. Such dividend and voting rights will only apply once shares of Common Stock have actually been issued to the Grantee following the Release Date (or, if applicable, following any later date to which receipt of any shares of Common Stock have been deferred pursuant to Section 6 above).

12. Nontransferability of Restricted Stock Units. The Restricted Stock Units shall not be transferable other than by will or the laws of descent or distribution.

13. Governing Law. This Agreement shall be construed, administered and governed in all respects under and by the laws of the State of Wisconsin.

14. Provisions Consistent with Plan. This Agreement is intended to be construed to be consistent with, and is subject to, all applicable provisions of the Plan, which is incorporated herein by reference. In the event of a conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall prevail.

15. Incentive Compensation Recovery (Clawback) Policy. The Grantee agrees that the Restricted Stock Units (and any shares of Common Stock issued pursuant hereto) subject to this Agreement, and other incentive or performance-based compensation the Grantee receives or has received from the Company, shall be subject to the Company's Incentive Compensation Recovery Policy, as amended from time to time, to the extent such Policy is applicable to Grantee by its terms.

GRANTEE Signature: _____

JOHNSON OUTDOORS INC.

By: _____

Its: _____

JOHNSON OUTDOORS INC.

SCHEDULE 1 TO RESTRICTED STOCK UNIT AGREEMENT

[To be inserted based upon award terms]

JOHNSON OUTDOORS INC.

SCHEDULE 2 TO RESTRICTED STOCK UNIT AGREEMENT

Restricted Stock Unit Deferral Election

[To be inserted based upon recipient's election]

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT is dated as of _____ (the "Grant Date") between JOHNSON OUTDOORS INC., a Wisconsin corporation (the "Company"), and _____ ("Recipient").

RECITALS

- A. The Company has adopted the Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan (the "Plan") to provide eligible participants with the opportunity to acquire a proprietary interest, or otherwise increase their proprietary interest, in the Company. Capitalized terms not defined herein shall have the meanings assigned such terms in the Plan.
- B. In Connection with Recipient's provision of services to and for the benefit of the Company or its affiliates ("Company Control Group"), the Company has agreed to issue certain shares of its Class A Common Stock, par value \$.05 per share (the "Class A Stock"), to Recipient pursuant to the terms and conditions of the Plan.
- C. As a condition to the issuance of the Class A Stock to Recipient, the Company and Recipient desire to impose certain restrictions on the shares of Class A Stock granted pursuant to the terms of this Agreement.

AGREEMENTS

In consideration of the recitals and the mutual agreements which follow, the Company and Recipient agree as follows:

1. Grant of Restricted Shares. The Company hereby grants and issues _____ shares of the Class A Stock (the "Restricted Shares") to Recipient. Promptly following the execution and delivery of this Agreement by Recipient, the Company shall cause the Restricted Shares to be delivered to Recipient electronically containing the legend set forth in Section 7 below.
 2. Vesting and Forfeiture of Restricted Shares.
 - (a) General Vesting. Subject to the forfeiture provisions of section 2(b) and the accelerated vesting provisions of section 2(c), all of the Restricted Shares shall vest on the fourth anniversary date of the Grant Date ("Vesting Date"). All Restricted Shares which shall have vested are referred to herein as "Vested Shares." All Restricted Shares which are not vested are referred to herein as "Unvested Shares." Upon vesting, the Restricted Shares shall no longer be subject to forfeiture pursuant to section 2(b) of this Agreement.
 - (b) Forfeiture Rights. The Unvested Shares shall immediately be forfeited to the Company if, prior to the Vesting Date, the Recipient's employment with the Company Control Group terminates for any reason, other than as described in section 2(c)(ii) below. Upon any such forfeiture pursuant to this section 2(b), Recipient shall have no rights to such Unvested Shares and such Unvested Shares shall be deemed transferred to the Company, and the Company shall be deemed the owner and holder of such shares.
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(c) Special Vesting.

- (i) Change in Control. All Unvested Shares shall automatically and immediately vest immediately prior to the effective date of a Change in Control and this Agreement shall terminate. For purposes of this Agreement, Change in Control shall have the same meaning as provided under the Plan.
- (ii) Termination as a Result of Death, Disability or Retirement. Notwithstanding anything herein to the contrary, if Recipient's employment with the Company terminates (i) as a result of Recipient's death, (ii) because Recipient suffers a Disability (as defined below) or (iii) voluntarily by Recipient after age 65, then in each such case the Restricted Shares shall be deemed fully vested and shall become Vested Shares. For purposes of this Agreement, "Disability" shall mean mental or physical impairment such that the Recipient is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.
- (iii) Preservation of Rights. This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure of the Company Control Group, or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

3. Shareholder Rights. Regardless of whether the Restricted Shares are considered Unvested Shares under the terms of this Agreement, Recipient shall have all the rights of a shareholder (including voting and dividend rights) with respect to the Restricted Shares.

4. Restrictions on Transfer. Recipient shall not sell, assign, transfer, pledge, encumber or dispose of all or any of the Restricted Shares, either voluntarily or by operation of law, at any time prior to the Vesting Date. Any attempted transfer of any Restricted Shares in violation of this Section 4 shall be invalid and of no effect. Notwithstanding the preceding, the following transfers or other dispositions shall not be deemed to be a violation of the transfer restrictions set forth herein:

A gift or other transfer of Restricted Shares issued to (i) any trust or other estate in which such Recipient has a substantial beneficial interest or as to which such Recipient serves as a trustee or in a similar capacity of (ii) any relative or spouse of such Recipient, or any relative of such spouse; provided that any Restricted Shares transferred by gift or otherwise pursuant to this subparagraph will continue to be subject to the non-transfer restrictions of this section 4 as though such Restricted Shares were held by the Recipient.

5. Taxes. The Company's obligation to deliver the Restricted Shares to Recipient shall be subject to the satisfaction of all applicable federal, state and local income and employment tax withholding requirements ("Withholding Taxes"). Any taxes of any kind required by law to be withheld with respect to such Restricted Shares shall be satisfied by the Company withholding Shares or cash otherwise deliverable or payable to the Recipient (*provided, however,* that the amount of any Shares so withheld shall not exceed the amount necessary to satisfy required Federal, state, local and non-United States withholding obligations using the minimum statutory withholding rates for Federal, state, local or non-U.S. tax purposes, including payroll taxes, that are applicable to supplemental taxable income), pursuant to any procedures, and subject to any limitations as the Company may prescribe and subject to applicable law, based on the fair market value of the Shares on the payment date. Regardless of any action the Company takes with respect to any or all tax withholding (including social insurance obligations, if any), the Recipient acknowledges that the ultimate liability for all such taxes is and remains the Recipient's responsibility (or that of the Recipient's beneficiaries, heirs, assigns, agents or legal representatives), and that the Company does not: (a) make any representations or undertakings regarding the treatment of any tax withholding in connection with any aspect of the Restricted Shares, including the grant or vesting thereof, the subsequent sale of Shares and the receipt of any dividends; or (b) commit to structure the terms of the Restricted Shares or any aspect of the Restricted Shares to reduce or eliminate the Recipient's (or his or her beneficiary's) liability for such tax.

Recipient has been advised to consult with his or her own tax advisors regarding the federal, state and local tax consequences of this investment and the transactions contemplated by this Agreement. Recipient is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Recipient understands that Recipient (and not the Company) shall be responsible for Recipient's own tax liability that may arise as a result of the transactions contemplated by the Agreement. Recipient acknowledges that he or she has been informed that he or she may make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended, with respect to the Restricted Shares and that Recipient is solely responsible for making or not making a timely Section 83(b) Election (and obtaining tax advice concerning whether and how to make such election). Recipient hereby agrees to deliver to the Company a signed copy of any document Recipient may execute and file with the Internal Revenue Service evidencing a section 83(b) Election, and to deliver such copy to the Company prior to, or promptly upon, such filing, accompanied by a cash payment in the amount the Company anticipates is required to fulfill the Withholding Taxes.

6. Adjustments for Stock Splits, Stock Dividends, Etc. If, from time to time during the term of this Agreement, there is any stock split, reverse stock split, stock dividend, stock distribution or other reclassification of the Class A Stock, any and all new, substituted or additional securities to which Recipient is entitled by reason of Recipient's ownership of the Restricted Shares shall be immediately subject to the forfeiture and other provisions of this Agreement in the same manner and to the same extent as the Restricted Shares. If the Restricted Shares are converted into or exchanged for, or shareholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, other than pursuant to a Change in Control under Section 2(c)(i), then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor and, to the extent applicable, this Agreement shall apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Restricted Shares.
7. Legends. The shares evidencing the Restricted Shares issued hereunder shall be endorsed with the following legend (in addition to any legend required under applicable federal or state securities laws) and the Company may issue stop-transfer instructions with its transfer agent in connection with such legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS UPON TRANSFER AND TO CERTAIN FORFEITURE PROVISIONS AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE SHAREHOLDER, A COPY OF WHICH IS ON FILE WITH THE VP, HUMAN RESOURCES OF THE COMPANY.

The legend set forth above shall be removed from the certificates evidencing the Restricted Shares upon the Vesting Date unless such Restricted Shares have been forfeited prior to the Vesting Date pursuant to Section 2, above.

8. Miscellaneous.
- (a) Severability; Binding Effect; Successors and Assigns. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Recipient and his or her legal representatives, heirs, legatees, distributees, assigns and transferees.
- (b) No Rights To Continued Service. Nothing in this Agreement shall confer upon Recipient any right to continue in the employment of the Company for any period of time or interfere with or restrict in any way the rights of the Company or Recipient to terminate the employment of Recipient at any time for any reason whatsoever, with or without cause.
- (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.
- (d) Amendment. This Agreement may be amended by the Company at any time, provided that no such amendment, without the written consent of the Recipient, shall adversely affect the rights of the Recipient granted hereunder.

- (e) Governing Law. The validity, construction, and effect of the Agreement, any dispute over interpretation of Agreement terms or any claims for benefits, breach of duty, or for other relief, and any rules and regulations relating to the Agreement shall be determined in accordance with the laws of the State of Wisconsin and applicable federal law. Any proceeding relating to the Agreement must be commenced in the courts of the State of Wisconsin or of the United States of America, in each case located in Racine County, Wisconsin, and such courts shall have exclusive jurisdiction thereover. Service of process, summons, or notice by U.S. registered mail shall be effective with respect to any such proceeding, if directed to the Company at its principal executive offices to the attention of the Sr. Managing Director, Legal Affairs. All other notices or communications otherwise required or permitted under the Agreement shall be in writing and (a) sent by overnight courier, (b) mailed by certified or registered mail, return receipt requested, or (c) by telecopier to such address.
- (f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- (g) The Recipient of the award of Restricted Stock acknowledges and agrees that the grant of shares of Restricted Stock subject to this Agreement and all prior grants of shares of Restricted Stock under the Johnson Outdoors Inc. 2020 Long-Term Stock Incentive Plan, any other plan adopted by the Company of which Recipient is a participant and has received an award is subject to any clawback policy, restoration or repayment rules or similar policy adopted now or in the future by the Company, or otherwise by operation of law.

[Remainder of page intentionally left blank. Signature page to follow.]

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

JOHNSON OUTDOORS INC.

BY _____

Its Vice President – Human Resources

RECIPIENT:

Recipient's Signature

Print Name of Recipient