JOHNSON H FISK
Form SC 13D/A
November 02, 2004

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 5)*

JOHNSON OUTDOORS INC.

(Name of Issuer)

Class A Common Stock, par value $.05 per share

(Title of Class of Securities)

479254 10 4

(CUSIP Number)

Linda L. Sturino
555 Main Street
Suite 500
Racine, Wisconsin 53403
(262) 260-4046

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

November 2, 2004

(Date of Event 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 Rule 13d-1(e), 13d-1(f) or 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 ss.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).

SCHEDULE 13D

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1	NAME OF REPORTING PERSON Helen P. Johnson-Leipold S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)		(a) [x] (b) [ ]
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) SC and BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 808,444 shares (1)(2)
		8	SHARED VOTING POWER 1,407,508 shares (2)(3)
		9	SOLE DISPOSITIVE POWER 808,444 shares (1)(2)
		10	SHARED DISPOSITIVE POWER 1,407,508 shares (2)(3)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,215,952 shares (1)(2)(3)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5		|X|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 23.4% of the Class A Common Stock (1)(2)(3)(4)		
14	TYPE OF REPORTING PERSON (See Instructions) IN		

(1) Includes options to acquire 655,000 shares of Class A Common Stock that are exercisable within 60 days and the 3,932 shares of Class A Common Stock held in the Reporting Person's 401(k) plan as of October 25, 2004.

(2) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(3) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons and previously not reported on the Reporting Person's Schedule 13D due to the nature of the ownership.

(4) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004, and 655,000 options held by Ms. Johnson-Leipold to purchase shares of Class A Common Stock that are exercisable within 60 days.

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1	NAME OF REPORTING PERSON Imogene P. Johnson S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	(a) [x] (b) [ ]
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) SC and BK	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY	7 SOLE VOTING POWER 32,288 shares	
	8 SHARED VOTING POWER 3,416,859 shares (1)	

	OWNED		
	BY	9	SOLE DISPOSITIVE POWER 32,288 shares
	EACH		
	REPORTING		
	PERSON	10	SHARED DISPOSITIVE POWER 3,416,859 shares (1)
	WITH		
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,449,147 shares (1)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) |_| See Item 5		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 39.1% of the Class A Common Stock (1)(2)		
14	TYPE OF REPORTING PERSON (See Instructions) IN		

(1) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(2) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004.

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	NAME OF REPORTING PERSON	
1	Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) 20-6217605	
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	
2		(a) [x] (b) [ ]
3	SEC USE ONLY	

4	SOURCE OF FUNDS (See Instructions) SC and BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Wisconsin		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0 shares
		8	SHARED VOTING POWER 3,416,859 shares (1)
		9	SOLE DISPOSITIVE POWER 0 shares
		10	SHARED DISPOSITIVE POWER 3,416,859 shares (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,416,859 shares (1)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5		|X|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 38.7% of the Class A Common Stock (1)(2)		
14	TYPE OF REPORTING PERSON (See Instructions) OO*		

* The Reporting Person is a trust.

(1) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(2) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004.

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1	NAME OF REPORTING PERSON JWA Consolidated, Inc. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) 39-156071		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	(a)	[x]
		(b)	[ ]
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) SC and BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Wisconsin		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 114,464 shares	
	8	SHARED VOTING POWER 1,037,330 shares (1)	
	9	SOLE DISPOSITIVE POWER 114,464 shares	
	10	SHARED DISPOSITIVE POWER 1,037,330 shares (1)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,151,794 shares (1)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5		|X|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.1% of the Class A Common Stock (1)(2)		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(1) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on

a one share-for-one share basis.

(2) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004.

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1	NAME OF REPORTING PERSON Johnson Bank S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) 39-1141446		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)		(a) [x] (b) [ ]
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) SC and BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Wisconsin		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 119,504 shares (1)
		8	SHARED VOTING POWER 2,882,458 shares (1)
		9	SOLE DISPOSITIVE POWER 119,504 shares (1)
		10	SHARED DISPOSITIVE POWER 2,882,458 shares (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,001,962 shares (1)		

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5 |X|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 34.0% of the Class A Common Stock (1)(2)
14	TYPE OF REPORTING PERSON (See Instructions) BK

(1) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(2) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004.

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1	NAME OF REPORTING PERSON H. Fisk Johnson S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) [x] (b) [ ]
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) SC and BK
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) [ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Illinois

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	549,263 shares (1)
	8	SHARED VOTING POWER	1,215,793 shares (2)(3)
	9	SOLE DISPOSITIVE POWER	549,263 (1)
	10	SHARED DISPOSITIVE POWER	1,215,793 shares (2)(3)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		1,765,056 (2)(3)
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5		|X|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		19.6% of the Class A Common Stock (2)(3)(4)
14	TYPE OF REPORTING PERSON (See Instructions)		IN

(1) Includes options to acquire 161,667 shares of Class A Common Stock that are exercisable within 60 days.

(2) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(3) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons and previously not reported on the Reporting Person's Schedule 13D due to the nature of the ownership.

(4) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004, and 161,667 options held by Mr. Johnson to purchase shares of Class A Shares that are exercisable within 60 days.

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1	NAME OF REPORTING PERSON S. Curtis Johnson S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	(a)	[x]
		(b)	[ ]
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) SC and BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Wisconsin		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	190,676 shares (1)
	8	SHARED VOTING POWER	1,198,216 shares (2)(3)
	9	SOLE DISPOSITIVE POWER	190,676 shares (1)
	10	SHARED DISPOSITIVE POWER	1,198,216 shares (2)(3)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,388,892 shares (1)(2)(3)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5		|X|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.5% of the Class A Common Stock (1)(2)(3)(4)		
14	TYPE OF REPORTING PERSON (See Instructions) IN		

(1) Includes options to acquire 161,667 shares of Class A Common Stock that are exercisable within 60 days.

(2) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(3) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.

(4) Based on 7,599,831 shares of Class A Common Stock and 1,221,715

shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004, and 161,667 options held by Mr. Johnson to purchase shares of Class A Shares that are exercisable within 60 days.

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1	NAME OF REPORTING PERSON Winifred J. Marquart S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	(a)	[x]
		(b)	[ ]
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) SC and BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Wisconsin		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 161,687 shares (1)	
	8	SHARED VOTING POWER 87,208 shares (2)(3)	
	9	SOLE DISPOSITIVE POWER 161,687 shares (1)	
	10	SHARED DISPOSITIVE POWER 87,208 shares (2)(3)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 248,895 shares (1)(2)(3)		

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5 |X|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.8% of the Class A Common Stock (1)(2)(3)(4)
14	TYPE OF REPORTING PERSON (See Instructions) IN

(1) Includes options to acquire 161,667 shares of Class A Common Stock that are exercisable within 60 days.

(2) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(3) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.

(4) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004, and 161,667 options held by Ms. Marquart to purchase shares of Class A Shares that are exercisable within 60 days.

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THIS AMENDMENT NO. 5 TO SCHEDULE 13D is filed jointly by Helen P. Johnson-Leipold ("Ms. Johnson-Leipold"), Imogene P. Johnson ("Ms. Johnson"), Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988 (the "1988 Trust"), H. Fisk Johnson ("Mr. Fisk Johnson"), S. Curtis Johnson ("Mr. Curtis Johnson"), Winifred J. Marquart ("Ms. Marquart"), JWA Consolidated, Inc. ("JWA") and Johnson Bank (the "Bank"). In this Amendment No. 5 to Schedule 13D, Ms. Johnson-Leipold, Ms. Johnson, the 1988 Trust, Mr. Fisk Johnson, Mr. Curtis Johnson, Ms. Marquart, JWA and the Bank are sometimes individually referred to as a "Reporting Person" and collectively referred to herein as the "Reporting Persons". The Reporting Persons are making this single, joint filing because they may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Act"), with respect to the transaction described in Item 4 of this Schedule 13D and thus are eligible to make a joint filing under Rule 13d-1(k) promulgated under the Act. Except as expressly set forth in this Schedule 13D, each Reporting Person disclaims beneficial ownership of the shares of Class A Common Stock beneficially owned by any other Reporting Person or any other person. This filing shall serve to amend and supplement the Amendment No. 4 to Schedule 13D filed by Ms. Johnson-Leipold, Mrs. Johnson and the 1988 Trust with the Securities and Exchange Commission (the "SEC") on June 28, 2004, the Schedule 13D filed by Mr. Fisk Johnson with the SEC on March 23, 2004, Amendment No. 2 to Schedule 13D filed by JWA with the SEC on March 23, 2004, Amendment No. 1 to

Schedule 13D filed by the Bank with the SEC on June 16, 2004, and shall act as an initial Schedule 13D filing made by Mr. Curtis Johnson and Ms. Marquart.

ITEM 2. IDENTITY AND BACKGROUND.

Item 2 is hereby amended in its entirety to read as follows:

(a) - (b) Helen P. Johnson-Leipold
555 Main Street
Racine, Wisconsin 53403

Imogene P. Johnson
555 Main Street
Racine, Wisconsin 53403

Samuel C. Johnson 1988 Trust Number
One u/a September 14, 1988
555 Main Street
Racine, Wisconsin 53403

JWA Consolidated, Inc.
555 Main Street
Racine, Wisconsin 53403

Johnson Bank
555 Main Street
Racine Wisconsin 53403

H. Fisk Johnson
555 Main Street
Racine, Wisconsin 53403

S. Curtis Johnson
555 Main Street
Racine, Wisconsin 53403

Winifred J. Marquart
555 Main Street
Racine, Wisconsin 53403

(c) Helen P. Johnson-Leipold - Chairman and Chief Executive Officer of Johnson Outdoors Inc. (the "Company").

Johnson Outdoors Inc.
555 Main Street
Racine, Wisconsin 53403

Manufacturer and marketer of recreational products.

Imogene P. Johnson - None

Samuel C. Johnson 1988 Trust Number One
u/a September 14, 1988 - Not Applicable

JWA Consolidated, Inc. - Not Applicable

Johnson Bank - Not Applicable

H. Fisk Johnson - Chairman of S.C. Johnson & Son, Inc.

SC Johnson & Son, Inc.
1525 Howe Street
Racine, WI 53403-5011

Manufacturer of home care products.

S. Curtis Johnson - Chairman - Worldwide Professional

Johnson Diversey
1326 Willow Road
Sturtevant, WI 53177

Manufacturer of cleaning and hygiene products and solutions.

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Winifred J. Marquart - President - Johnson Family Foundation

Johnson Family Foundation
555 Main Street
Racine, Wisconsin 53403

Charitable organization.

(d) - (e) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding or been a party to a 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.

(f) The Reporting Persons are each citizens of the United States.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

In connection with the proposed transaction described in Item 4 below, JO Acquisition Corp., a newly-formed entity established by Ms. Johnson-Leipold, has received a commitment letter from General Electric Capital Corporation ("GE"), dated as of October 28, 2004, pursuant to which GE commits to provide, subject to certain conditions, up to $142 million and up to (euro)27 million in

financing, which will be used together with the Company's available cash, for the purpose of consummating the proposed transaction. This summary of the commitment letter does not purport to be complete and is qualified in its entirety by reference to the complete text of the commitment letter attached as Exhibit 99.8.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 to the Schedule 13D is amended and supplemented by the following:

On October 28, 2004, the Company and JO Acquisition Corp. entered into an Agreement and Plan of Merger (the "Merger Agreement"). Under the proposed merger, JO Acquisition Corp. will be merged with and into the Company (the "Merger"), and the holders of shares of the Company's common stock other than JO Acquisition Corp. and the members of the Johnson family (including the Reporting Persons) shall receive $20.10 per share in cash. The Merger is subject to a number of conditions, including shareholder approval of the Merger Agreement and the receipt of debt financing. This summary of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Merger Agreement incorporated by reference through Exhibit 99.9.

On October 28, 2004, the Reporting Persons and JO Acquisition Corp. entered into a Contribution Agreement (the "Contribution Agreement") pursuant to which each Reporting Person has agreed to cause or use its best efforts to cause certain of the outstanding shares of Class A Common Stock and Class B Common Stock of the Company beneficially owned by the Reporting Person to be contributed to JO Acquisition Corp. prior to the consummation of the Merger in exchange for an equal number of shares of capital stock of JO Acquisition Corp. This summary of the Contribution Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Contribution Agreement attached as Exhibit 99.10.

On October 28, 2004, the Reporting Persons and JO Acquisition Corp. entered into a Voting Agreement (the "Voting Agreement") pursuant to which each Reporting Person has agreed to cause or to use its best efforts to cause certain of the shares of the Company's Class A Common Stock and Class B Common Stock beneficially owned by the Reporting Person to be voted in favor of approving the Merger Agreement and against any action that would result in a breach by the Company of the terms thereof, and subject to the express terms of the Voting Agreement, not to transfer the shares of Class A Common Stock and Class B Common Stock. This summary of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Voting Agreement attached as Exhibit 99.11.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 is hereby amended in its entirety to read as follows:

(a)-(b) Information concerning the amount and percentage of shares of

Class A Common Stock beneficially owned by the Reporting Persons is set forth below:

Reporting Person	Sole Voting and Dispositive Power	Shared Voting and Dispositive Power	Aggregate Beneficial Ownership	Pe
Ms. Johnson-Leipold	808,444 (1)(2)	1,407,508 (1)(7)	2,215,952 (1)(2)(7)(10)(11)(12)(13)(14)(15)	23.(11
Mrs. Johnson	32,288	3,416,859 (1)	3,449,147 (1)(9)(11)(12)(13)(14)(15)	39.(12
The 1988 Trust	0	3,416,859 (1)	3,416,859 (1)(9)(10)(11)(12)(13)(14)(15)	38.(11
JWA	114,464	1,037,330 (1)	1,151,794 (1)(9)(10)(12)(13)(14)(15)	13.(12
The Bank	119,504 (1)	2,882,458 (1)	3,001,962 (1)(9)(10)(11)(13)(14)(15)	34.(11
Mr. Fisk Johnson	549,263 (3)	1,215,793 (1)(7)	1,765,056 (1)(3)(7)(9)(10)(11)(12)(14)(15)	19.(10
Mr. Curtis Johnson	190,676 (3)	1,198,216 (1)(8)	1,388,892 (1)(3)(6)(8)(9)(10)(11)(12)(13)(15)	15.(9)
Ms. Marquart	161,687 (3)	87,208 (1)(8)	248,895 (1)(3)(8)(9)(10)(11)(12)(13)(14)	2.8(10

(1) Includes shares of Class B Common Stock which are convertible at any time on a one share-for-one share basis into shares of Class A Common Stock.
(2) Includes options to acquire 655,000 shares of Class A Common Stock, which options are exercisable within 60 days, and 3,932 shares of Class A Common Stock held in Ms. Johnson-Leipold's 401(k) plan as of October 25, 2004.
(3) Includes options to acquire 161,667 shares of Class A Common Stock, which options are exercisable within 60 days.
(4) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004, and 655,000 options held by Ms. Johnson-Leipold to purchase shares of Class A Common Stock that are exercisable within 60 days.
(5) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one

share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004.
(6) Based on 7,599,831 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of October 28, 2004, as reported in the Agreement and Plan of Merger attached as Exhibit 2 to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004, and 161,667 options held by each of Mr. Fisk Johnson, Mr. Curtis Johnson and Ms. Marquart, respectively, to purchase shares of Class A Shares that are exercisable within 60 days.
(7) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons and previously not reported on the Reporting Person's Schedule 13D due to the nature of the ownership.
(8) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.
(9) Excludes 808,444 shares beneficially owned solely by Ms. Johnson-Leipold as to which Mrs. Johnson, the 1988 Trust JWA, the Bank, Mr. Fisk Johnson, Mr. Curtis Johnson and Mrs. Marquart disclaim any beneficial ownership.
(10) Excludes 32,288 shares beneficially owned solely by Mrs. Johnson as to which Ms. Johnson-Leipold, the 1988 Trust, JWA, the Bank, Mr. Fisk Johnson, Mr. Curtis Johnson and Mrs. Marquart disclaim any beneficial ownership.
(11) Excludes 114,464 shares beneficially owned solely by JWA to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, the Bank, Mr. Fisk Johnson, Mr. Curtis Johnson and Mrs. Marquart disclaim any beneficial ownership.
(12) Excludes 119,504 shares beneficially owned solely by the Bank to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, Mr. Fisk Johnson, Mr. Curtis Johnson and Mrs. Marquart disclaim any beneficial ownership.
(13) Excludes 549,263 shares beneficially owned solely by Mr. Fisk Johnson as to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, the Bank, Mr. Curtis Johnson and Mrs. Marquart disclaim any beneficial ownership.
(14) Excludes 190,676 shares beneficially owned solely by Mr. Curtis Johnson as to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, the Bank, Mr. Fisk Johnson and Mrs. Marquart disclaim any beneficial ownership.
(15) Excludes 161,687 shares beneficially owned solely by Mrs. Marquart as to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, the Bank, Mr. Fisk Johnson and Mr. Curtis Johnson disclaim any beneficial ownership.

During the last five years, none of the above persons has been convicted in a criminal proceeding or has been a party to a 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.

(c)-(e). Not Applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Except as described in this Amendment No. 5 to Schedule 13D, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between such Reporting Persons and any person with respect to any securities of the Company, including but not limited to transfer or voting of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantors of profit, division of profit or loss or the giving or withholding of proxies.

SCHEDULE 13D

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ITEM 7. MATERIALS TO BE FILED AS EXHIBITS.

Item 7 is hereby amended as follows:

Exhibit No.	Title
99.8	Commitment Letter, dated as of October 28, 2004, by and between JO Acquisition Corp. and General Electric Capital Corporation.
99.9	Agreement and Plan of Merger, dated as of October 28, 2004, by and among the Company and JO Acquisition Corp. incorporated by reference to the Johnson Outdoors Inc. Form 8-K, filed with the Securities and Exchange Commission on October 29, 2004.
99.10	Contribution Agreement, dated as of October 28, 2004, by and among the Reporting Persons and JO Acquisition Corp.
99.11	Voting Agreement, dated as of October 28, 2004, by and among the Reporting Persons and JO Acquisition Corp.
99.12	Joint Filing Agreement.
99.13	Power of Attorney.

SCHEDULE 13D

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: November 2, 2004

/s/ Helen P. Johnson-Leipold
Helen P. Johnson-Leipold

Dated: November 2, 2004

/s/ Imogene P. Johnson
Imogene P. Johnson

Dated: November 2, 2004

/s/ H. Fisk Johnson
H. Fisk Johnson

Dated: November 2, 2004

/s/ S. Curtis Johnson
S. Curtis Johnson

Dated: November 2, 2004

/s/ Winifred J. Marquart
Winifred J. Marquart

Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988

Dated: November 2, 2004

By: /s/ Imogene P. Johnson
Name: Imogene P. Johnson
Title: Trustee

JWA Consolidated, Inc.

Dated: November 2, 2004

By: /s/ Imogene P. Johnson
Name: Imogene P. Johnson
Title: President and Director

Johnson Bank

Dated: November 2, 2004

By: /s/ Brian Lucareli
Name: Brian Lucareli
Title: Senior Vice President

EXHIBIT 99.8

COMMITMENT LETTER

October 28, 2004

CONFIDENTIAL

Ms. Helen P. Johnson-Leipold
President and Chief Executive Officer
Mr. Roy T. George
Vice President and Secretary
JO Acquisition Corp.
555 Main Street
Racine, Wisconsin 53403

Re: Commitment Letter

Ladies and Gentlemen:

You have advised General Electric Capital Corporation ("GE Capital" or "Agent") that Helen P. Johnson-Leipold has formed a corporation, JO Acquisition Corp. ("Newco"), that intends to acquire (the "Acquisition") the outstanding shares of capital stock of Johnson Outdoors Inc. ("Parent") held by shareholders other than Ms. Johnson, certain members of her family, or affiliates of her or her family members (collectively, the "Purchasers"). The Acquisition will be effected through the merger (the "Merger") of Newco into Parent, with Parent being the surviving corporation.

You have further advised us that Newco is seeking up to $142 million and up to (euro)27 million of financing (the "Financing") which will be combined with available cash on hand as contemplated by the Projections (as hereinafter defined), in support of (a) the Acquisition, and fees and expenses incurred in connection therewith, (b) the refinancing of the indebtedness of the Borrowers (as hereinafter defined) described on Schedule II attached hereto and (c) other corporate purposes (collectively, the "Transaction"). For purposes of this Commitment Letter, (i) Newco, Parent, Johnson Outdoors Canada and JWA Holding BV ("JWA" or the "European Borrower") are collectively referred to as the "Borrowers" and individually as a "Borrower" and (ii) the Borrowers and any guarantors referred to herein are collectively referred to as "Credit Parties".

We understand that Parent is a domestic operating company that directly owns substantially all of the assets used in its business and does not have any material domestic subsidiaries. We further understand that (a) Parent has no Canadian subsidiaries other than Johnson Outdoors Canada, (b) all of Parent's other foreign subsidiaries (other than Scubapro Scandinavia AB and Johnson Outdoors Watercraft Ltd.) are owned directly or indirectly by JWA, a wholly-owned Dutch subsidiary of Parent and (c) upon closing of the Merger, all of Parent's outstanding capital stock will be owned by the Purchasers. At or

shortly following the closing, Parent will establish an employee stock ownership plan ("ESOP") and issue in exchange for a promissory note from the ESOP approximately 15 percent of Parent's post-closing equity to the ESOP in the form of a newly-created convertible preferred stock.

You have asked that the Financing include: a $85 million Senior Secured North American Revolving Credit Facility ("Revolver"); a $7 million Senior Secured North American Term Loan ("North American Term Loan"); a (euro)27 million Senior Secured European Term Loan ("European Term Loan"); and a $50 million Senior Secured Second Lien Term Loan ("Second Lien Term Loan").

JO Acquisition Corp.
Commitment Letter
October 28, 2004

Based on our understanding of the Transaction as described above and the information which you have provided to us to date, GE Capital is pleased to offer its commitment to provide and hereby commits to provide the Financing described in this Commitment Letter in the amount of up to $142 million and up to (euro)27 million, subject to the following terms and conditions.

ADMINISTRATIVE AGENT:	GE Capital.
LEAD ARRANGER:	GECC Capital Markets Group, Inc. ("GECMG").
LENDERS:	GE Capital and other lenders acceptable to Agent.

SUMMARY OF PROPOSED TERMS FOR REVOLVER

BORROWERS:	Newco, Parent, and Johnson Outdoors Canada (collectively, the "North American Borrowers"). Although Newco shall initially be a Borrower, substantially concurrently with the closing, Newco will be merged with and into Parent with Parent as the surviving corporation.
MAXIMUM AMOUNT:	$85 million (including a Letter of Credit Subfacility of up to $10 million and a Foreign Subfacility (as hereinafter defined) of up to $5 million). Letters of Credit will be issued either by a bank or by GE Capital and/or one of its affiliates, on terms acceptable to GE Capital. The Lenders providing the Revolver will purchase irrevocable and unconditional participation interests in the

Letters of Credit.

TERM:
----

60 months.

AVAILABILITY:

Borrowing Availability on a combined basis will be limited to the sum of (i) 85% of the North American Borrowers' eligible accounts receivable and (ii) the lesser of (a) 85% of the appraised net orderly liquidation value of the North American Borrowers' eligible inventory (such net orderly liquidation value currently equals 59% of eligible inventory for the period from January through March or 53% of eligible inventory for the period from April through December, as applicable, as reflected in that certain appraisal prepared by Hilco dated August 2, 2004, which calculation and resulting percentages of eligible inventory are subject to change based upon periodic appraisals performed pursuant to the definitive loan documentation), and (b) 60% of the North American Borrowers' eligible inventory valued at the lower of cost (FIFO) or market, in each of clauses (i) and (ii), less reserves (the "Borrowing Base"), but not to exceed the Maximum Amount; provided, that during the period from (i) December 15 through December 31 of each year Borrowing Availability shall not exceed the lesser of (A) the Borrowing Base plus $2.5 million and (B) the Maximum Amount, (ii) January 1 through March 31 of each year Borrowing Availability shall not exceed the lesser of (A) the Borrowing Base plus $5 million and (B) the Maximum Amount, and (iii) April 1 through April 15 of each year Borrowing Availability shall not exceed the lesser of (A) the Borrowing Base plus $2.5 million and (B) the Maximum Amount (collectively, the "Seasonal Overadvances").

Advances may be made to each Borrower on the basis of its own separate Borrowing Base. Agent will retain the right from time to time

in its reasonable credit judgment to establish or modify advance rates, standards of eligibility and reserves against availability, provided, that Agent agrees, assuming no deterioration in the value of the Collateral (as hereinafter defined) from the date hereof until the Closing Date (as hereinafter defined) that the advance rates and standards of eligibility utilized on the Closing Date to determine the Borrowing Base shall be consistent with the advance rates and such standards used to calculate the borrowing base template attached as Schedule III hereto; provided, further, that (i) Agent in its reasonable credit judgment may add additional standards of eligibility to reflect any change in the manner the North American Credit Parties do business or the composition of the Collateral between the date hereof and the Closing Date, and (ii) the dollar values associated with the standards of eligibility are subject to change based upon Collateral performance. As of the date hereof, assuming no deterioration in the value of the Collateral from the date hereof until the Closing Date, Agent would not anticipate that as of the Closing Date the Borrowing Base would be subject to any reserves other than landlord lien reserves if appropriate landlord waivers are not obtained, reserves for amounts under the Foreign Subfacility that are not guaranteed by Ex-Im Bank (as defined below) and other customary reserves established by Agent in its reasonable credit judgment. The face amount of all letters of credit outstanding under the Letter of Credit Subfacility will be reserved in full against availability.

SUMMARY OF PROPOSED TERMS

FOR FOREIGN SUBFACILITY

MAXIMUM FOREIGN AMOUNT: $5 million (the "Foreign Subfacility").

TERM: Thirty-six (36) months. The

----	Foreign Subfacility shall be renewed for an additional twenty-four (24) months so long as (i) no default shall have occurred and then be continuing, and (ii) the related guarantee of Ex-Im Bank (as defined below) is renewed or reissued for such additional period. If the Revolver is terminated, the Foreign Subfacility will immediately be due and payable in full.
AVAILABILITY: ------------	Borrowing availability will be limited to 90% of the North American Borrowers' eligible foreign accounts receivable, less reserves, but not to exceed the Maximum Foreign Amount. Ninety percent (90%) of such advances shall be supported by a guarantee of the Export-Import Bank of the United States ("Ex-Im Bank") on terms and conditions acceptable to Agent. Agent will retain the right from time to time to establish or modify advance rates, standards of eligibility and reserves against availability, all in accordance with its reasonable credit judgment.
SUMMARY OF PROPOSED TERMS FOR ---------- NORTH AMERICAN TERM LOAN ----------	
BORROWERS: ---------	The North American Borrowers.
AMOUNT -----	Up to the lesser of (i) $7 million and (ii) the sum of (a) 50% of the appraised fair market value of the North American Borrowers' eligible real property and (b) 85% of the appraised net orderly liquidation value of the North American Borrowers' eligible machinery and equipment to be advanced on the date the Financing is consummated (the "Closing Date").
TERM: ----	60 months. If the Revolver is terminated, this North American Term Loan will immediately be due and payable in full.
AMORTIZATION: ------------	Level quarterly principal payments utilizing a 7-year amortization period and a balloon payment at maturity/Quarterly

amortization as follows:

Quarters	Scheduled Installments
1-19	$250,000
20	$2,250,000

SUMMARY OF PROPOSED TERMS FOR EUROPEAN TERM LOAN

BORROWER: JWA Holding BV.

AMOUNT: Up to the lesser of (i) (euro)27 million and (ii) the adjusted EBITDA (as defined and determined in Annex 2 to Schedule V) of the European Borrower and its subsidiaries (denominated in Euros) for the immediately preceding 12-month period multiplied by 2.6 to be advanced on the Closing Date.

TERM: 60 months. If the Revolver is terminated, this European Term Loan will immediately be due and payable in full.

AMORTIZATION: Level quarterly principal payments utilizing a 7-year amortization period and a balloon payment at maturity/Quarterly amortization in the following percentages:

Quarters	Scheduled Installment Percentage
1-19	3.57%
20	32.17%

SUMMARY OF PROPOSED TERMS FOR SECOND LIEN TERM LOAN

BORROWER: Johnson Outdoors Inc.

AMOUNT: Up to $50 million to be advanced on the Closing Date.

TERM: 66 months. If the Revolver is terminated, this Second Lien Term Loan will immediately be due and

payable in full.

AMORTIZATION: Bullet payment at maturity.

TERMS OF GENERAL APPLICABILITY

USE OF PROCEEDS: Loans made on the Closing Date will be used for the refinancing of the indebtedness of the Borrowers described on Schedule II attached hereto, to fund the Acquisition and to fund certain fees and expenses associated with the Transaction and the Financing. Loans made after the Closing Date will be used for Borrowers' working capital purposes and permitted capital expenditures.

INTEREST:

Rates: For U.S. dollar denominated loans, at the North American Borrower's option, either (i) absent a default, 1, 2, 3 or 6 and 9 or 12 (if available) -month reserve-adjusted LIBOR plus the Applicable Margin(s) or (ii) floating at the U.S. Dollar Index Rate (higher of Prime or 50 basis points over Fed Funds) plus the Applicable Margin(s). For Euro denominated loans, at European Borrower's option, either (i) absent a default, 1, 2, 3 or 6 and 9 or 12 (if available) -month reserve-adjusted Euribor for the applicable Euribor period plus the Applicable Margin(s) or (ii) floating at the Euro Index Rate (minimum bid rate for Euros as published by the European Central Bank) plus the Applicable Margin(s).

Rate definitions, LIBOR and Euribor mechanics and breakage fees to be set forth in the final documents.

Interest would be payable monthly in arrears (except LIBOR and Euribor which shall be paid at the expiration of each applicable period, provided that with respect to any interest period greater than 3 months in duration, interest shall also be paid at 3-month intervals) and calculated on the basis of a

360-day year and actual days elapsed.

APPLICABLE MARGINS:

The following Applicable Margins (consisting of per annum rate margins) shall apply until the Applicable Margins are adjusted as described below:

Applicable Revolver Index Margin
Applicable Revolver LIBOR Margin
Applicable North American Term Loan Index Margin
Applicable North American Term Loan LIBOR Margin
Applicable European Term Loan Index Margin
Applicable European Term Loan Euribor Margin
Applicable Second Lien Term Loan Index Margin
Applicable Second Lien Term Loan LIBOR Margin
Applicable Unused Facility Fee Margin
Applicable L/C Margin

Starting with the delivery to the Agent of Borrowers consolidated quarterly financial statements for the fiscal quarter ending September, 2005, the Applicable Margins shall be subject to adjustment, prospectively, based on Borrowers' consolidated financial performance for the trailing four quarters most recently ended in accordance with the grid attached as Schedule I. Notwithstanding the foregoing, the Applicable Margins for the Second Lien Term Loan shall not be subject to adjustment. In addition, notwithstanding anything to the contrary contained herein, the Applicable Revolver Index Margin and the Applicable Revolver LIBOR Margin shall equal 1.50% and 3.00%, respectively, in respect of the portion of any loan under the Revolver which exceeds the Borrowing Base as contemplated by the first proviso under the heading "Availability" set forth above.

The definitive Financing documentation will contain provisions regarding the delivery of financial statements, and the timing and mechanics of subsequent

prospective adjustments in Applicable Margins. If a default is continuing at the time that a reduction in Applicable Margins is to be implemented, that reduction will be deferred until the first month commencing after the cure or waiver thereof.

FEES:

In addition to the fees payable to GE Capital as specified in the fee letter between JO Acquisition Corp. and GE Capital of even date herewith (the "Fee Letter"), the following fees will be payable to Agent under the Financing documentation.

Letter of Credit Fee:

Equal to the Applicable L/C Margin per annum (calculated on the basis of a 360-day year and actual days elapsed) on the face amount of the letters of credit under the Revolver, payable monthly in arrears, plus any costs and expenses incurred by Agent in arranging for the issuance or guaranty of Letters of Credit and any charges assessed by the issuing financial institution.

Unused Facility Fee:

Equal to the Applicable Unused Facility Fee Margin per annum (calculated on the basis of a 360-day year and actual days elapsed) on the average unused daily balance of the Revolver, payable monthly in arrears.

Prepayment Premium:

(i) Payable in the event that the Revolver Commitment is reduced or terminated or if the Borrowers prepay all or any portion of the North American Term Loan and/or the European Term Loan other than as a result of Mandatory Prepayments prior to the second anniversary of the Closing Date, in an amount equal to the Revolver Maximum Amount (or, in the case of a Revolver Commitment reduction, the amount of such reduction) and the amount being prepaid on the North American Term Loan and/or the European Term Loan, multiplied by 2.0% upon a prepayment on or before the first anniversary of the Closing

Date and 1.0% upon a prepayment after the first anniversary but on or before the second anniversary of the Closing Date.

(ii) Payable in the event that the Borrowers prepay all or any portion of the Second Lien Term Loan other than as a result of Mandatory Prepayments (as hereinafter defined) prior to the third anniversary of the Closing Date, in an amount equal to the amount being prepaid on the Second Lien Term Loan multiplied by 2.0% upon a prepayment on or before the first anniversary of the Closing Date, 1.5% upon a prepayment after the first anniversary but on or before the second anniversary of the Closing Date and 1.0% upon a prepayment after the second anniversary but on or before the third anniversary of the Closing Date.

DEFAULT RATES:

From and after the occurrence and during the continuance of a default, the interest rates applicable to all Loans and the Letter of Credit Fee will be increased by 2% per annum over the interest rate or Letter of Credit Fee otherwise applicable and such interest and fees will be payable on demand.

SECURITY:

To secure all obligations of the Borrowers to Agent and Lenders, except as provided below, in respect of the Revolver, the North American Term Loan and the

European Term Loan, Agent will receive (a) a fully perfected first priority security interest in all of the existing and after acquired real and personal, tangible and intangible assets of each North American Borrower and their respective domestic and Canadian subsidiaries (if any) (collectively, the "North American Credit Parties"), including, without limitation, all cash, cash equivalents, bank accounts, accounts, other receivables, chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or

not marketable), equipment, fixtures, real property interests, franchise rights, patents, trade names, trademarks, copyrights, intellectual property, general intangibles, investment property, supporting obligations, letter of credit rights, commercial tort claims, causes of action and all substitutions, accessions and proceeds of the foregoing (including insurance proceeds), but excluding any intangible assets of the North American Credit Parties related to the diving business (the "Diving Intangibles") of the European Credit Parties (as hereinafter defined), for which Agent will receive a perfected second priority security interest, and (b) a fully perfected first priority pledge of (i) all of the issued and outstanding capital stock of the North American Borrowers (excluding Parent and Newco) and all their domestic and Canadian subsidiaries, and (ii) a second priority pledge of 100% of the non-voting stock and 65% of the voting stock of European Borrower and each other first-tier foreign subsidiary (collectively, the "North American Collateral"). The Second Lien Term Loan shall be secured by a second or third priority, as the case may be, security interest in the North American Collateral.

In addition to the foregoing, the European Term Loan shall be secured by (a) a fully perfected first priority security interest in the foreign assets listed in Schedule VI, (b) any material foreign assets acquired after the date hereof, (c) a fully perfected first priority security interest in the Diving Intangibles, (d) a fully perfected first priority pledge of all of the issued and outstanding capital stock of the European Borrower and its subsidiaries, and (e) any other existing material foreign assets if the fourth succeeding paragraph is no longer applicable thereto (the "European Collateral"; the North American Collateral and the European Collateral are collectively referred to as the "Collateral").

All Collateral will be free and clear of other liens, claims and encumbrances, except permitted liens and encumbrances acceptable to Agent.

The definitive loan documentation to include a negative pledge covenant with respect to all foreign assets that Agent has not been granted a fully perfected first priority security interest.

The Revolver, the North American Term Loan and the European Term Loan (the "Senior Facilities") shall be guaranteed by Parent and all domestic and Canadian subsidiaries of North American Borrowers. The European Term Loan shall also be guaranteed by all subsidiaries of the European Borrower. All Senior Facilities will be cross-defaulted and cross-collateralized to each other except that European Collateral shall not secure the Revolver or the North American Term Loan.

Notwithstanding the foregoing, foreign collateral (including the collateral listed in Schedule VI) or guarantees will not be taken to the extent that (i) the same would have an adverse tax effect on the Borrowers (it being understood that if Canadian collateral is not taken, then the Canadian assets would not be included in the North American borrowing base unless Borrowers provide such collateral and accept any related tax consequences), (ii) the costs of obtaining the same are excessive in relation to the value of the security afforded thereby, or (iii) the same would be prohibited or restricted under local law.

Within 10 days of the Closing Date, Agent is authorized to pre-file financing statements and other evidences of liens with respect to all of the Collateral, including "all assets" filings, if applicable, naming Agent as secured party.

MANDATORY PREPAYMENTS:

Borrowers shall make prepayments against principal in the following amounts (subject to reasonable thresholds): (a) all net

proceeds of any sale or other disposition of any of the assets of any Borrower and any of their

respective subsidiaries, if any, (other than the sale of inventory in the ordinary course), (b) subject to exceptions for repairs and replacements, all net insurance proceeds or other awards payable in connection with the loss, destruction or condemnation of any assets of any Borrower or their respective subsidiaries, if any, (c) 100% of the net cash proceeds from the sale or issuance of equity or debt securities (other than the sale or issuance of equity by Parent to the ESOP), and (d) annually, 50% of consolidated Excess Cash Flow until the ratio of (i) average total indebtedness for the trailing four quarters most recently ended to (ii) consolidated adjusted EBITDA (as provided below) for the trailing four quarters most recently ended is less than 2.5 times.

"Excess Cash Flow" will be defined in the Financing documentation, but will generally mean consolidated net income plus (a) depreciation, amortization and interest expense to the extent deducted in determining consolidated net income, minus (b) capital expenditures (excluding the financed portion thereof), minus (c) interest expense paid or accrued (excluding any original issue discount, interest paid in kind or amortized debt discount, to the extent included in determining interest expense) and scheduled principal payments paid or payable in respect of funded debt, plus or minus (as the case may be), (d) extraordinary gains or losses which are cash items not included in the calculation of net income, minus (e) certain mandatory prepayments paid in cash with proceeds of equity issuances, plus (f) taxes deducted in determining consolidated net income to the extent not paid for in cash, minus (g) taxes paid in cash, if any, that were not deducted in determining consolidated net income.

These payments generally

will be applied against principal installments due, in the inverse order of maturity, on the North American Term Loan or European Term Loan, as applicable, until such loan is paid in full and thereafter against the Revolver without reduction in availability. Prepayments by any Borrower will be applied first to the obligations of that Borrower and thereafter to the obligations owing by the other Borrowers, pro rata. Payments from Excess Cash Flow will be allocated among the Borrowers based on their relative contributions to Excess Cash Flow. Notwithstanding the foregoing, prepayments of the Revolver or the North American Term Loan will not be made from proceeds of foreign collateral.

VOLUNTARY PREPAYMENTS:

Borrowers may voluntarily prepay all or any portion of the North American Term Loan or the European Term Loan in minimum amounts of $1,000,000 or (euro)1,000,000, as applicable, at any time, upon at least 5 days' prior written notice. All voluntary prepayments will be accompanied by the prepayment premium described above and LIBOR or Euribor breakage costs, as applicable, if any.

FINANCIAL REPORTING:

The Financing documentation will require the Borrowers, on a monthly basis, to provide to Agent internally prepared financial statements. Annually, Borrowers will be required to provide audited financial statements, a board approved operating plan for the subsequent year, and a communications letter from Borrowers' auditors. Borrowers will provide Borrowing Base Certificates on a monthly basis so long as no default exists and if a default has occurred and is continuing, on an as requested basis. Additionally, Borrowers will provide other information reasonably requested by Agent. All financial statements shall be prepared on a consolidated and consolidating basis.

DOCUMENTATION:

The Financing documentation will contain representations and warranties; conditions precedent; affirmative, negative and financial covenants; indemnities; events of default and remedies as required by Agent. Relevant documents, such as subordination and intercreditor agreements, equity or stockholder agreements, incentive and employment agreements, tax agreements, and other material agreements executed in connection with the Transaction, to be reasonably acceptable to Agent (such documentation to contain reasonable baskets, thresholds, exceptions, cure periods, and notices mutually acceptable to Agent and Borrowers). The covenants and tests set forth herein are based upon the Projections and the underlying assumptions set forth therein. Agent may revise any such covenants and tests in its reasonable credit judgment upon any change in the assumptions underlying the Projections that occur at any time between the date hereof and the Closing Date.

SYNDICATION:

Upon acceptance of this letter, GECMG will initiate discussions with potential lenders relating to the syndication of the Financing. It is expressly understood by the Borrowers that GE Capital through GECMG intends to syndicate the Financing to allow GE Capital to sell down the Financing to a desired hold position. Borrowers will agree to a syndication timetable that allows for the primary syndication of the Financing prior to the Closing Date, but the success of the syndication will not be a condition precedent to the closing of the Financing.

However, if at any time prior to the completion of syndication (whether before or after closing), GECMG determines that it may not be able to sell down the Financing to GE Capital's desired hold position (which is $70 million (or the approximate equivalent thereof) in the aggregate), then GE

Capital reserves the right, from time to time after consultation with Borrowers, to adjust the pricing, structure, terms and amount of the Financing as it deems appropriate in order to effect a successful syndication to such desired hold position; provided, however, that (i) neither the financial covenants (solely with respect to the 15% and 20% cushions from the Projections as hereinafter described) nor the amortization schedule shall be more stringent to the Borrowers than as contained herein and (ii) the structure shall not be changed so as to require additional collateral, (iii) pricing changes on the Senior Facilities shall not exceed 50 basis points on a weighted average basis, (iv) the closing fee set forth in the Fee Letter shall not be changed, and (v) any pricing change on the Second Lien Term Loan shall not exceed 250 basis points. It is hereby understood and agreed that GE Capital's commitment hereunder is expressly subject to the immediately preceding sentence, and, notwithstanding any provision in the definitive Financing documentation to the contrary, this paragraph shall survive the closing of the Financing. If, after consultation, the Borrowers choose not to accept the adjustments proposed and, as a result, GE Capital chooses not to close on the Financing on the originally proposed terms, then GE Capital's commitment to provide the Financing set forth in this letter shall be immediately terminated and neither GE Capital nor its affiliates shall have any liability to any person in connection with any funding of the Financing or any portion thereof thereafter.

GECMG will syndicate the transaction with the assistance of Borrowers. Such assistance shall include, but not be limited to (i) prompt assistance in the preparation of the Information Memorandum and the verification of the completeness and accuracy of the information contained therein; (ii) preparation of offering materials and projections by Borrowers and their advisors taking into account the

proposed Transaction and Financing; (iii) providing GECMG with all information reasonably deemed necessary by GECMG to successfully complete the syndication; (iv) confirmation as to the accuracy and completeness of such offering materials, information and projections; (v) participation of Borrowers' senior management in meetings and conference calls with potential lenders at such times and places as GECMG may reasonably request; and (vi) using best efforts to ensure that the syndication efforts benefit from Borrowers' existing lending relationships.

Neither GE Capital, GECMG nor any of their affiliates can provide any assurances that a syndicate of lenders can be arranged on these terms. None of them shall have any liability if any adjustments to the pricing, structure, terms or amounts are required to effect a successful syndication to GE Capital's desired hold position.

If GE Capital determines in consultation with Newco that the Financing can be successfully syndicated on terms more favorable to the Borrowers with respect to the Second Lien Term Loan and/or the allocations among the facilities, then GE Capital agrees to make such terms available to the Borrowers; provided, however, that the foregoing shall in no event modify any fees payable to GE Capital pursuant to the Fee Letter.

OTHER TERMS:

GE Capital's commitment with respect to the Financing is conditioned upon satisfaction of the following conditions as of the Closing Date, and the Financing documents will require, among other things, compliance with covenants pertaining to the following (all in form and substance satisfactory to Agent)

- Borrowers' cash management systems (as reviewed by Agent as part of its due diligence) shall not be materially changed

without the consent of the Agent, except for a possible change of provider. Agent will have springing cash dominion upon the occurrence and during the continuance of a default, or if, during the period from April 16 through December 14 of each year, excess availability under the Revolver is less than $5 million at any time, or if, during the period from December 15 through April 15, excess availability under the Revolver is less than $2 million at any time (excluding any availability under Seasonal Advances); provided, that if after such time such excess availability is greater than $5 million (or $2 million during the period from December 15 through April 15 (excluding any availability under Seasonal Advances)) for 30 consecutive days and no default has occurred and is continuing, Agent shall not have the right to sweep the Borrowers' cash unless the conditions to springing cash dominion occur again. The cash dominion contemplated above shall be implemented pursuant to satisfactory lockboxes and blocked account agreements executed at or prior to the Closing Date.

- The inclusion of the Foreign Subfacility is expressly conditioned upon satisfactory final approval of the subfacility from Ex-Im Bank.

- Commercially reasonable insurance protection for the Borrowers' industry, size and risk and the Agent's collateral protection (terms, underwriter, scope, and

coverage to be reasonably acceptable to Agent); Agent named as loss payee (property/casualty) and additional insured (liability); and non-renewal/cancellation/ amendment riders to provide 30 days advance notice to Agent.

- Compliance with applicable laws, decrees, and material agreements or obtaining of applicable consents and waivers.

- General and collateral releases from prior lenders, customary corporate and estoppel certificates, and (subject to mutually acceptable exceptions) landlord/mortgagee/ bailee waivers and consignment or similar filings.

- Limitations on commercial transactions, management agreements, service agreements, and borrowing transactions between any Borrower and its officers, directors, employees and affiliates and intercompany loans among Borrowers.

- Limitations on, or prohibitions of, cash dividends, other distributions to equity holders, payments in respect of subordinated debt, payment of management fees to affiliates and redemption of common or preferred stock. Dividends from subsidiaries to Parent shall be permitted without limitation.

- Prohibitions of mergers, acquisitions, sale of any Borrower, its stock or a material portion of its assets.

- Provisions for mutually acceptable carve-outs from

the covenants (including limitations on distributions, share repurchases, dividends, debt and liens) for various ESOP transactions by or among Parent, its shareholders and the ESOP.

- Prohibitions of a direct or indirect change in control of Borrowers.

- Limitations on capital expenditures tied to the management projections and related assumptions dated as of October 26, 2004 furnished by Newco (as updated to reflect the most recent month end financials required to be delivered to Agent prior to the Closing Date pursuant to the definitive loan documentation, the "Projections") to GE Capital with a 15% cushion.

- Agent's rights of Inspection, access to facilities, management and auditors.

- Customary yield protection provisions, including, without limitation, provisions as to capital adequacy, illegality, changes in circumstances and withholding taxes.

- Aggregate outstanding principal amount drawn under existing lines of credit of the European Credit Parties not to exceed (i) (euro)5,000,000 between December 1 and June 30 of each year; provided, however, in no event shall such aggregate outstanding principal amount, less cash balances held by the European Credit Parties, exceed (euro)3,500,000 and (ii) (euro)2,500,000 between July 1 and November 30 of each year; provided,

however, in no event shall there be any such outstanding balance on the last day of any month during such period referred to in this clause (ii). Prohibition on establishment of new lines of credit by any European Credit Parties or extension of existing lines of credit on terms less favorable to such European Credit Parties, in Agent's reasonable credit judgment.

- Governing law: New York.

OTHER CONDITIONS:

GE Capital's commitment with respect to the Financing will be further conditioned upon the following (all to Agent's satisfaction):

- Delivery of the Merger Agreement and other related documents to Agent in a timely manner. The Merger shall have been consummated substantially on the terms set forth in the Merger Agreement between Newco and the Parent provided to Agent on or prior to the date hereof. The purchase price payable in connection with the Acquisition will not exceed $87,000,000 (after reducing the stock purchase price by any cash collected from option strike price payments received on or after July 1, 2004). Aggregate fees and closing costs (including those payable to Agent) payable in connection with the Transaction will not exceed an additional $22,000,000.

- Agent not becoming aware of any matter not disclosed, or document or other materials not provided, in each case prior to the date hereof, that in Agent's reasonable credit judgment materially adversely affects the European Borrower and all of

European Borrower's subsidiaries that are not North American Credit Parties (collectively, the "European Credit Parties"), taken as a whole or the North American Credit Parties taken as a whole.

- Opinion of Corporate Valuation Advisors, Inc., or other comparable valuation firm reasonably acceptable to Agent, evidencing the solvency of each Borrower at closing on a consolidated and consolidating basis after taking into account the Financing and the Transaction.

- At closing the ratio of (i) projected average total indebtedness for the first 12 month period following the Closing Date (using the Projections) to (ii) adjusted EBITDA (as defined and adjusted in Schedule V) for the 12 month period immediately prior to closing not to exceed 4.25x.

- Financial covenants to be determined, but shall in any event include (i) a minimum fixed charge coverage ratio, (ii) a maximum consolidated senior leverage ratio, (iii) a maximum European senior leverage ratio and (iv) before and including September 30, 2005, a minimum adjusted EBITDA. The covenants shall be set utilizing a 15% cushion from the Projections (or a 20% cushion in the case of financial covenants applicable to the Second Lien Term Loan, it being understood that the Second Lien Term Loan shall have cross acceleration rights but not cross default rights with respect to the Senior Facilities).

- Minimum excess availability for the North American Borrowers in the aggregate at closing (on a pro forma basis, with trade payables being paid currently, expenses and liabilities being paid in the ordinary course of business and without acceleration of sales and without deterioration of working capital) of an amount to be mutually agreed upon to ensure that the North American Borrowers maintain at least $8.5 million of excess availability for the 12-month period following the Closing Date utilizing the Projections. For the purposes of clarification, this availability condition is a closing condition only.

- Agent shall have received Borrowers' unaudited financial statements for the period ending at least 20 days (but no more than 50 days) prior to the Closing Date.

- With respect to the owned real estate collateral identified on Schedule IV and any other fee interest in real property acquired by any domestic Credit Party after the date hereof, receipt of real property surveys, title commitments, title insurance policies in amount, form and from, as applicable, an issuer satisfactory to Agent.

- Receipt of all necessary or appropriate third party and governmental waivers and consents.

- Opinions of counsel from Borrowers' counsel customary for transactions of this type (including

local counsel as requested) reasonably acceptable to Agent.

- As of the Closing Date, there will have been (i) since Credit Parties' last audited financial statements, no material adverse change, in the business or financial condition or assets of the North American Credit Parties taken as a whole, or in the business or financial condition or assets of the European Credit Parties taken as a whole, (ii) no litigation commenced which is reasonably likely to have a material adverse impact on the Credit Parties taken as a whole, their business, or their ability to repay the loans, or which is reasonably likely to invalidate the transactions under consideration, (iii) since Credit Parties' last audited financial statements, no material increase in the liabilities, liquidated or contingent, of the Credit Parties taken as a whole, or a material decrease in the assets of the Credit Parties taken as a whole and (iv) since the date hereof, no change in loan syndication, financial or capital market conditions generally that in GECMG's reasonable judgment would materially impair syndication of the Financing.

- The absence of any other offer, issuance, placement, syndication or arrangement of any debt securities or debt facilities by or on behalf of any of the Borrowers or any of their respective affiliates (including any renewals, restatements, restructuring or refinancings of any existing debt securities or debt facilities), the

announcement or authorization of the announcement of any of the foregoing, or any attempts, discussions or agreements to do any of the foregoing, except with the consent of Agent. In addition, the Agent hereby consents to discussions by the Borrowers or Newco with the

Borrowers' existing insurance lenders in the event that any Borrower or Newco reasonably anticipates that there will be insufficient cash available to consummate the Transaction under the terms hereof and such Borrower or Newco has given Agent seven days prior written notice of such proposed discussions.

GE Capital's commitment hereunder is subject to the execution and delivery of final legal documentation consistent with the terms set forth in the Commitment Letter and otherwise reasonably acceptable to GE Capital and its counsel incorporating, without limitation, the terms set forth in this Commitment Letter.

During the term of this Commitment Letter and GE Capital's commitment hereunder, you agree that GECMG will act as the sole syndication agent for the Loans and that no additional agents, co-agents or arrangers will be appointed, or other titles conferred, without GECMG's consent. You agree that no Lender will receive any compensation of any kind for its participation in the Financing effected hereunder, except as expressly provided for in this letter or subsequently agreed to in writing by Newco and Agent.

To the extent the syndication of the Financing has not been completed prior to the closing of the Financing (which completion shall be deemed to have occurred at such time as GE Capital's exposure and loan commitment under the Financing has been finally reduced to $70 million in the aggregate pursuant to the syndication to other financial institutions of the Financing), until the completion of the syndication of the Financing, Newco shall not (and shall cause the other Borrowers and Newco's and the other Borrowers' affiliates not to), without the prior written consent of GECMG, offer, issue, place, syndicate or arrange any debt securities or debt facilities (including any renewals, restatements, restructuring or refinancings of any existing debt securities or debt facilities), attempt or agree to do any of the foregoing, announce or authorize the announcement of any of the foregoing, or engage in discussions (other than with Parent's existing lenders, provided that GECMG is notified of such discussions and has the option to participate) concerning any of the foregoing. Except as otherwise provided in the definitive Financing documentation to the contrary, this paragraph shall survive the execution and delivery of the definitive Financing documentation and the closing of the Financing and shall remain in full force and effect until the completion of the syndication.

By signing this Commitment Letter, each party acknowledges that this Commitment Letter supersedes any and all discussions and understandings, written or oral, between or among GE Capital and any other person as to the subject matter hereof, including, without limitation, any prior commitment letters, the letter of interest dated May 28, 2004 between GE Corporate Financial Services, Inc. ("CFS") and Valuemetrics on behalf of itself and Parent and the work fee letter dated July 2, 2004 between CFS and Newco (collectively, the "Prior Letter"). No amendments, waivers or modifications of this Commitment Letter or any of its contents shall be effective unless expressly set forth in writing and executed by the parties hereto.

This Commitment Letter is being provided to you on the condition that, except as required by law (including, without limitation, as may be required by the U.S. securities laws and the rules and regulations thereunder), neither it, the Prior Letter, nor their contents will be disclosed publicly or privately except to those individuals who are officers, directors, employees or advisors (including accountants, attorneys and other professional advisors) of Newco, the

Purchasers and/or Parent or the directors thereof who have a need to know of them as a result of their being specifically involved in the Transaction under consideration or the Financing and then only on the condition that such matters may not, except as required by law, be further disclosed. No person, other than the parties signatory hereto, is entitled to rely upon this Commitment Letter or any of its contents. No person shall, except as required by law, use the name of, or refer to, GE Capital, or any of its affiliates, in any correspondence, discussions, press release, advertisement or disclosure made in connection with the Transaction without the prior written consent of GE Capital.

Regardless of whether the commitment herein is terminated or the Merger or the Financing closes, you agree to pay upon demand to GE Capital all reasonable out-of-pocket expenses ("Transaction Expenses") which may be incurred by GE Capital or GECMG in connection with the Financing or the Transaction (including all reasonable legal, environmental, and other consultant costs and fees incurred in the preparation of this Commitment Letter, the Prior Letter, and evaluation of and documenting of the Financing and the Transaction). Regardless of whether the commitment herein is terminated or the Transaction or the Financing closes, you shall indemnify and hold harmless each of GE Capital, GECMG, the Lenders, their respective affiliates, and the directors, officers, employees, agents, attorneys and representatives of any of them (each, an "Indemnified Person"), from and against all suits, actions, proceedings, claims, damages, losses, liabilities and expenses (including, but not limited to, attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal), which may be instituted or asserted against or incurred by any such Indemnified Person in connection with, or arising out of, this Commitment Letter, the Prior Letter, the Financing or the Transaction under consideration, the documentation related thereto, any other financing related thereto, any actions or failures to act in connection therewith, and any and all environmental liabilities and legal costs and expenses arising out of or incurred in connection with any disputes between or among any parties to any of the foregoing, and any investigation, litigation, or proceeding related to any such matters. Notwithstanding the preceding sentence, indemnitors shall not be liable for any indemnification to an Indemnified Person to the extent that any such suit, action, proceeding, claim, damage, loss, liability or expense results solely from that Indemnified Person's gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. Under no circumstances shall GE Capital, GECMG, or any of their respective affiliates be liable to you or any other person for any punitive, exemplary, consequential or indirect damages which may be alleged in connection with this Commitment Letter, the Prior Letter, the Transaction, the Financing, the documentation related thereto or any other financing, regardless of whether

the commitment herein is terminated or the Merger or the Financing closes.

EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS COMMITMENT LETTER, THE PRIOR LETTER, ANY TRANSACTION RELATING HERETO OR THERETO, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THEREWITH, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY HERETO CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN OR AMONG ANY OF THE PARTIES HERETO PERTAINING TO THIS COMMITMENT LETTER, THE PRIOR LETTER, THE FINANCING OR THE TRANSACTION UNDER CONSIDERATION, ANY OTHER FINANCING RELATED THERETO, AND ANY INVESTIGATION, LITIGATION, OR PROCEEDING RELATED TO OR ARISING OUT OF ANY SUCH MATTERS, PROVIDED, THAT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT (INCLUDING AN APPELLATE COURT) LOCATED OUTSIDE OF SUCH JURISDICTION. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY

SUCH COURT, AND HEREBY WAIVES ANY OBJECTION WHICH SUCH PARTY MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR INCONVENIENT FORUM.

This Commitment Letter is governed by and shall be construed in accordance with the laws of the State of New York applicable to contracts made and performed in that state.

During the term of this Commitment Letter, GE Capital shall have access at reasonable time during normal business hours to all relevant facilities, personnel and accountants, and copies of all documents which GE Capital may reasonably request, including business plans, financial statements (actual and pro forma), books, records, and other documents of each Credit Party.

You shall have the right to terminate this letter at any time provided that your obligations with respect to Transaction Expenses and indemnification shall survive the termination of this letter.

This Commitment Letter shall be of no force and effect unless and until (a) this Commitment Letter is executed and delivered to the undersigned GE Capital on or before 1:00 p.m. New York time on October 29, 2004 at 335 Madison Avenue, 12th Floor, New York, NY 10024 and (b) such delivery is accompanied by payment of the Commitment Letter Delivery Fee (as referred to in the Fee Letter) and any other fees or deposits due and payable to GE Capital as provided herein. Once effective, GE Capital's commitment to provide financing in accordance with the terms of this Commitment Letter shall cease if the Merger does not close, or the Financing is not funded for any reason, on or before March 31, 2005 and, notwithstanding any further discussions, negotiations or other action taken after such date, neither GE Capital nor any of its affiliates shall have any liability to any person in connection with its refusal to fund the Financing or any portion thereof after such date.

We look forward to continuing to work with you toward completing this transaction. Our business is helping yours.

Sincerely,

GENERAL ELECTRIC CAPITAL
CORPORATION
/s/ Christopher Cox
By: Christopher Cox
Its: Duly Authorized Signatory

AGREED AND ACCEPTED THIS
28th DAY OF OCTOBER, 2004

JO ACQUISITION CORP.

/s/ Helen P. Johnson-Leipold

By: Helen P. Johnson-Leipold

Title: President and Chief Executive Officer

EXHIBIT 99.10

CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of October 28, 2004 (the "Effective Date"), is made by and between JO Acquisition Corp., a Wisconsin corporation ("Acquisition Corp."), and each party listed on Schedule I hereto, as such schedule may be amended from time to time to reflect additional persons who become parties hereto (each, a "Beneficial Holder" and collectively, the "Beneficial Holders").

W I T N E S S E T H:

WHEREAS, each Beneficial Holder holds, directly or indirectly and either individually or jointly, the voting and dispositive power over the issued and outstanding shares of Class A Common Stock, par value $0.05 per share (the "Class A Common Stock"), and Class B Common Stock, par value $0.05 per share ("Class B Common Stock" and together with the Class A Shares "Company Common Stock"), of Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), set forth opposite such Beneficial Holder's name on Schedule I hereto (collectively, the "Contribution Shares"); and

WHEREAS, Acquisition Corp. and the Company are parties to that certain Agreement and Plan of Merger, dated as of October 28, 2004 (the "Merger Agreement"), pursuant to which Acquisition Corp. will merge with and into the Company and the issued and outstanding Company Common Stock, options and other convertible securities of the Company will be cancelled or converted in accordance with the terms of the Merger Agreement (the "Merger"); and

WHEREAS, as a condition to the Merger Agreement, each Beneficial Holder is entering into this Agreement pursuant to which the Contribution Shares will be contributed to Acquisition Corp. in consideration of the issuance by Acquisition Corp. of an equivalent number of the shares of the common stock of Acquisition Corp. (the "Acquisition Corp. Shares"); and

WHEREAS, Acquisition Corp. and the Beneficial Holders intend that the transfer of property by the Beneficial Holders to Acquisition Corp. as set forth herein will constitute the transfer of property within the meaning of section 351(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of and in reliance upon the covenants, conditions, representations and warranties herein contained, the parties hereto agree as follows:

1. Contribution of Company Common Stock.

(a) Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations and warranties herein, on the Contribution Date (as defined in Section 2 below), each Beneficial Holder shall, severally and not on behalf of any other Beneficial Holder, contribute, transfer, assign, convey and deliver (or cause to be contributed, transferred, assigned, conveyed and delivered) to Acquisition Corp. those Contribution Shares over which such Beneficial Holder is the record holder or holds sole voting and dispositive power, and shall use his, her or its best efforts to cause to be contributed, transferred, assigned, conveyed and delivered to Acquisition Corp. those Contribution Shares over which such Beneficial Holder has shared or otherwise indirect or shared voting and dispositive power, in each case, in consideration for receipt of Acquisition Corp. Shares by the record holder of such Contribution Shares (such contribution, transfer, assignment, conveyance and delivery of all of the Contribution Shares that are the subject of this Agreement being referred to hereinafter as the "Contribution") free and clear of any lien, pledge, security interest or other encumbrance (collectively "Liens")

other than Liens in favor of one or more of the other parties hereto, the Company or as provided by Section 180.0622(2)(b) of the Wisconsin business corporation law ("WBCL").

(b) Notwithstanding anything to the contrary set forth herein, transfers of an aggregate of up to 450,000 shares of Class A Common Stock held of record by the Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988, in satisfaction of pecuniary bequests existing on the date hereof, shall not be a breach of this Agreement or deemed to be transfers prohibited hereby, provided that contemporaneously with any such transfer, an amount in cash equal to the product of the number of shares of Class A Common Stock so transferred multiplied by the Merger Consideration (as defined in the Merger Agreement) is contributed to Acquisition Corp.

2. Contribution Date. Consummation of the Contribution and the issuance by Acquisition Corp. of the Acquisition Corp. Shares shall take place at the offices of McDermott Will & Emery LLP, Chicago, Illinois, or at such other place as the parties hereto may mutually agree, after the last of the conditions set forth in Article VII of the Merger Agreement has been fulfilled or waived, or at such earlier time as the parties hereto may agree, but in any event prior to the Effective Time (as defined in the Merger Agreement) (the "Contribution Date").

(a) Action by Beneficial Holders. Subject to the terms and conditions set forth herein, on the Contribution Date:

(i) each Beneficial Holder shall, severally and not on behalf of any other Beneficial Holder, cause to be delivered to Acquisition Corp. stock certificates representing the Contribution Shares over which such Beneficial Holder is the record holder or holds sole or shared voting and dispositive power, which certificates shall be endorsed in blank or accompanied by stock powers endorsed in blank;

(ii) if any Contribution Shares are held in the name of a record holder other than the Beneficial Holder (each, a "Record Holder"), on the Contribution Date, the Beneficial Holder shall use its best efforts to cause such Record Holder to become party to this Agreement by executing a counterpart signature page and joinder agreement hereto, in a form reasonably satisfactory to Acquisition Corp.; and

(iii) if any Contribution Shares are held in "street name", such Beneficial Holder agrees to arrange for appropriate transfer to Acquisition Corp. hereunder.

(b) Action by Acquisition Corp. Subject to the terms and conditions herein contained, on the Contribution Date, Acquisition Corp. shall issue and deliver to each Beneficial Holder (or appropriate Record Holder, as the case may be) such documents as the Beneficial Holder may reasonably request, evidencing the Acquisition Corp. Shares issued to the Beneficial Holder (or Record Holder, as the case may be) in consideration of the Contribution.

3. Unwind if Merger Terminated. In the event that the Contribution is consummated but the Merger Agreement is terminated in accordance with its terms, then promptly following such termination, each Beneficial Holder and Record Holder shall assign, transfer, convey and deliver to Acquisition Corp. the number of Acquisition Corp. shares received by him, her or it pursuant to this Agreement and, in exchange therefor, Acquisition Corp. shall assign, transfer, convey and deliver to such Beneficial Holder (or Record Holder, as the case may be) the Contribution Shares so contributed by him, her or it to Acquisition Corp. on the Contribution Date.

4. Representations And Warranties of the Parties.

(a) Representations of the Beneficial Holders. Each Beneficial Holder and each Record Holder who becomes a party hereto, severally and not jointly, represents and warrants to Acquisition Corp. as follows:

(i) Authority. Such Beneficial Holder (or Record Holder, as the case may be) has the capacity, or, in the case of a person other than a natural person acting as an individual, has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(ii) Validity and Enforceability. This Agreement has been duly executed and delivered by such Beneficial Holder (or such Record Holder who becomes a party hereto, as the case may be) and, assuming due authorization, execution and delivery by Acquisition Corp., represents the legal, valid and binding obligation of such Beneficial Holder or such Record Holder enforceable against such Beneficial Holder or Record Holder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and to general equitable principles. Except as contemplated hereby, no further action on the part of such Beneficial Holder or Record Holder is or will be required in connection with the transactions contemplated hereby.

(iii) Title. Such Beneficial Holder (or such Record Holder, as the case may be) has good and marketable title to the number of Contributed Shares set forth opposite such Beneficial Holder's name on Schedule I hereto (or set forth in the document by which such Record Holder became a party hereto, as the case may be), free and clear of any and all Liens other than as set forth in Section 1(b) or Liens in favor of the Company or one or more of the other parties hereto or as provided by Section 180.0622(2)(b) of the WBCL. Upon the consummation of the transactions contemplated by this Agreement, Acquisition Corp. will acquire good and valid title to the Contributed Shares contributed by such Beneficial Holder or Record Holder, free and clear of all Liens, other than Liens in favor of the Company or one or more of the other parties hereto or as provided by Section 180.0622(2)(b) of the WBCL.

(iv) No Conflict. Except as contemplated hereby, the execution and delivery of this Agreement by such Beneficial Holder or Record Holder does not, and the performance by such Beneficial Holder or Record Holder of his or her obligations under this Contribution Agreement and the consummation of the transactions contemplated hereby will not (A) violate, conflict with or result in a breach or termination of, or otherwise give any person additional rights or compensation under, or the right to terminate or accelerate, or constitute (with notice or lapse of time, or both) a default under the terms of any note, deed, lease, instrument, security agreement, mortgage, commitment, contract, agreement, license or other instrument or oral understanding to which such Beneficial Holder or Record Holder is a party, (B) result in the creation of any Liens upon the Contributed Shares or any of the assets or properties of such Beneficial Holder or Record Holder or (C) require such Beneficial Holder or Record Holder to obtain any consent, approval or action of, make any filing with or give any notice to any person as a result or under the terms of any contract to which such Beneficial Holder or Record Holder is a party or by which any of his or her properties is bound.

(v) Consents. No consent, approval or authorization of any person or federal, state, local or foreign government, political subdivision, legislature, court, agency, department, bureau, commission or other governmental regulatory authority, body or instrumentality (each, a "Governmental Entity") is

required in connection with the execution and delivery by such Beneficial Holder or Record Holder of this Agreement or the consummation of the transactions contemplated hereby.

(vi) Investment Intent. Such Beneficial Holder (or Record Holder, as the case may be) represents that he, she or it is an "accredited investor" as such term is defined in Rule 501 under the Securities Act of 1933, as amended (the "Securities Act"), that the Acquisition Corp. Shares are being acquired for the account of the Beneficial Holder or the Record Holder, as applicable, for investment only and not with a view to, or any present intention of, effecting a distribution of such securities or any part thereof except pursuant to a registration statement or an available exemption under applicable law. Such Beneficial Holder or Record Holder acknowledges that the Acquisition Corp. Shares have not been registered under the Securities Act or the securities laws of any state or other jurisdiction and cannot be disposed of unless they are subsequently registered under the Securities Act and any applicable state laws or unless an exemption from such registration is available. Such Beneficial Holder or Record Holder (A) has knowledge and experience in financial and business matters so as to be capable of evaluating and understanding the merits and risks of an investment in the Acquisition Corp., (B) has received and reviewed certain information concerning the Acquisition Corp. and has had the opportunity to obtain additional information as desired in order to evaluate the merits and the risks inherent of an investment in the Acquisition Corp. and (C)

is able to bear the economic risk of its investment in the Acquisition Corp. and the Acquisition Corp. and in that, among other factors, such Beneficial Holder or Record Holder can afford to hold the Acquisition Corp. for an indefinite period and can afford a complete loss of its investment in the Acquisition Corp.

(b) Representations of Acquisition Corp. Acquisition Corp. represents and warrants to each Beneficial Holder and to each Record Holder who becomes a party hereto as follows:

(i) Organization; Power and Authority. Acquisition Corp. is a corporation duly organized and validly existing under the laws of the State of Wisconsin. Acquisition Corp. has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(ii) Validity and Enforceability. This Agreement has been duly executed and delivered by Acquisition Corp. and, assuming due authorization, execution and delivery by each Beneficial Holder and each Record Holder, represents the legal, valid and binding obligation of Acquisition Corp. enforceable against Acquisition Corp. in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and to general equitable principles. No further action on the part of Acquisition Corp. is or will be required in connection with the transactions contemplated hereby.

(iii) No Conflict. The execution and delivery of this Agreement by Acquisition Corp. does not, and the performance by Acquisition Corp. of its obligations under this Contribution Agreement and the consummation of the transactions contemplated hereby will not (A) violate or conflict with Acquisition Corp.'s articles of incorporation or bylaws or any law, order, judgment or decree, applicable to Acquisition Corp. or by which it is bound, (B) violate, conflict with or result in a breach or termination of, or otherwise give any person additional rights or compensation under, or the right to terminate or accelerate, or constitute (with notice or lapse of time, or both) a default under the terms of any note, deed, lease, instrument, security agreement, mortgage, commitment, contract, agreement, license or other instrument or oral understanding to which Acquisition Corp. is a party, or (C) result in the creation of any Liens upon the assets or properties of Acquisition Corp.

(iv) Consents. No consent, approval or authorization of any person or Governmental Entity is required in connection with the execution and delivery by Acquisition Corp. of this Agreement or the consummation of the transactions contemplated hereby.

(v) Issuance of Acquisition Corp. Shares. As of the Contribution Date, and after giving effect to the transactions contemplated hereby, issuance to the Beneficial Holders and/or the Record Holders, as applicable, of the shares of Acquisition Corp. upon satisfaction of all of the conditions contemplated herein and the consummation of the Contribution will have been duly authorized, and such shares will be validly issued, fully paid and non-assessable(subject to Section 180.0622(2)(b) of the WBCL and judicial interpretations thereof); will have been offered, issued, sold and delivered in compliance in all material respects with applicable federal and state securities laws; and will not be subject to any preemptive rights.

5. Assumption of Liabilities and Expenses. As of the date hereof, J Venture Management, Inc. ("JVM") and certain of the Beneficial Holders have incurred out-of-pocket expenses and other obligations in connection with the

investigation, evaluation, offer, negotiation, financing and other actions on behalf of the Beneficial Holders in relation to the Merger, the financing thereof and the transactions contemplated by this Agreement and by the Merger Agreement, including but not limited to the costs and expenses of financial and legal advisors, and JVM and the Beneficial Holders expect to incur additional costs and expenses in order to consummate the Merger and the transactions contemplated by this Agreement and the Merger Agreement (collectively, the "Obligations"). Acquisition Corp. hereby agrees (1) to reimburse the Beneficial Holders and JVM for all of the Obligations, and (2) to assume such Obligations and to indemnify and hold JVM and the Beneficial Holders harmless from and against any and all claims and liabilities arising in connection therewith or resulting therefrom.

6. Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary set forth herein, none of the covenants and agreements contained in this Agreement shall prevent any Beneficial Holder from serving as an officer of the Company or a member of the Company's Board of Directors, or from taking any action, subject to the applicable provisions of the Merger Agreement, while acting in such capacity as an officer or a director of the Company.

7. Miscellaneous Provisions.

(a) Beneficial Holder Acting Individually. In executing this Agreement, each Beneficial Holder is acting individually, and not jointly with other similarly situated owners of Company Common Stock.

(b) No Shared Voting or Disposition Authority. By entering into this Agreement, the Beneficial Holder does not agree to confer upon any other person or share the power to dispose or vote or direct the disposition or voting of his, her or its Company Common Stock.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

(d) Amendment; Binding Effect. This Agreement may only be amended by a written instrument executed by Acquisition Corp. and a majority-in-interest of the Beneficial Holders. This Agreement shall inure to the benefit of and bind the respective parties, successors and assigns.

(e) Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by facsimile transmission or by courier service (with proof of service), or hand delivery, addressed to Acquisition Corp. or to the Beneficial Holder, as the case may be, as set forth on Schedule II hereto.

(f) Waiver. The failure of any of the parties hereto to at any time enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Agreement or any provision hereof or the right of any of the parties hereto to thereafter enforce each and every provision of this Agreement. No waiver of any breach of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

(g) Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise

breached. Accordingly, the parties further agree that each party will be entitled to an injunction or restraining order to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other right or remedy to which such party may be entitled under this Agreement, at law or in equity.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the principles of conflicts of law thereof.

(i) Counterparts. This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(j) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

(k) Termination. This Agreement shall terminate upon the termination of the Merger Agreement in accordance with its terms; provided, however, that to the extent Acquisition Corp. receives Expense Reimbursement (as defined in the Merger Agreement) from the Company, then the obligations of Acquisition Corp. under Section 5 shall continue notwithstanding termination.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date set forth below.

JO ACQUISITION CORP.

By: /s/ Helen P. Johnson-Leipold

Name: Helen P. Johnson-Leipold
Its: President and Chief Executive Officer

BENEFICIAL HOLDERS:

/s/ Helen P. Johnson-Leipold

Helen P. Johnson-Leipold

/s/ Imogene P. Johnson

Imogene P. Johnson

/s/ H. Fisk Johnson

H. Fisk Johnson

/s/ S. Curtis Johnson

S. Curtis Johnson

/s/ Winifred J. Marquart

Winifred J. Marquart

JOHNSON BANK

By: /s/ Brian Lucareli

Name: Brian Lucareli
Title: Senior Vice President

BENEFICIAL HOLDERS:

JWA CONSOLIDATED, INC.

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: President

SAMUEL C. JOHNSON 1988 TRUST NUMBER ONE
U/A SEPTEMBER 14, 1988

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: Co-Trustee

SCHEDULE I

CONTRIBUTION SHARES

BENEFICIAL HOLDER	CONTRIBUTION SHARES		
	Sole Voting/ Dispositive Power		Shared V Dispositive
	Class A Common Stock 1	Class B Common Stock	Class A Common Stock
Helen P. Johnson-Leipold	323,444	0	340,786
Imogene P. Johnson	32,288	0	2,354,529
H. Fisk Johnson	387,596	0	145,679
S. Curtis Johnson	29,009	0	150,886
Winifred J. Marquart	20	0	68,200
Johnson Bank	71,724	47,780	2,747,964
JWA Consolidated, Inc.	114,464	0	0
Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988	0	0	2,354,529

1 Excludes options to acquire shares held of record by Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988.

2 Represents shares over which one or more of the Beneficial Holders together hold 100% of the voting and dispositive power; represents an aggregate total of 2,777,964 shares of Class A Common Stock and 1,123,514 shares of Class B Common Stock.

SCHEDULE II

BENEFICIAL HOLDER	ADDRESS
Helen P. Johnson-Leipold	555 Main St., Racine, WI
Imogene P. Johnson	555 Main St., Racine, WI
H. Fisk Johnson	555 Main St., Racine, WI
S. Curtis Johnson	555 Main St., Racine, WI
Winifred J. Marquart	555 Main St., Racine, WI
Johnson Bank	555 Main St., Racine, WI
JWA Consolidated, Inc.	555 Main St., Racine, WI
Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988	555 Main St., Racine, WI

CONTRIBUTION AGREEMENT

COUNTERPART SIGNATURE PAGE AND JOINDER AGREEMENT

By executing this page in the space provided, the undersigned investor hereby agrees (i) that it is a ["BENEFICIAL HOLDER"] ["RECORD HOLDER"] as defined in that certain Contribution Agreement dated as of October 28, 2004 and as amended through the date hereof, by and among JO Acquisition Corp. and certain Beneficial Holders identified therein (the "Contribution Agreement"), (ii) that it is a party to the Contribution Agreement for all purposes and (iii) that it is bound by all terms and conditions of the Contribution Agreement.

Number of shares: Class A Common Stock _____

Class B Common Stock _____

EXECUTED this ___ day of _____ 200 _.

_____
(Print or Type Name)

(Signature)

EXHIBIT 99.11

VOTING AGREEMENT

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VOTING AGREEMENT

by and

among

JO ACQUISITION CORP.

and

THE SHAREHOLDERS NAMED HEREIN

dated as of October 28, 2004

==========

VOTING AGREEMENT

Voting Agreement, dated as of October 28, 2004 (the "Agreement"), by and among Helen P. Johnson-Leipold, Imogene P. Johnson, H. Fisk Johnson, S. Curtis Johnson, Winifred J. Marquart, JWA Consolidated, Inc., a Delaware corporation, Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988 (the "Trust") and Johnson Bank, a Wisconsin state bank (collectively, including the Trust, the "Shareholders," and each individually, a "Shareholder"), and JO Acquisition Corp., a Wisconsin corporation ("Purchaser").

WHEREAS, concurrently with the execution of this Agreement, Johnson Outdoors Inc., a Wisconsin corporation (the "Company") and Purchaser are entering into an Agreement and Plan of Merger (the "Merger Agreement") (terms used but not defined herein shall have the meanings set forth in the Merger Agreement) pursuant to which Purchaser will be merged with and into the Company (the "Merger");

WHEREAS, as of the date hereof, each Shareholder beneficially owns (as such term is defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act")) the number of shares of Class A Common Stock, par value $0.05 per share, of the Company ("Class A Common Stock") and Class B Common Stock, par value $0.05 per share, of the Company ("Class B Common Stock" and, together with the Class A Common Stock, "Company Common Stock") set forth opposite such Shareholder's name on Schedule I hereto (such shares of Company Common Stock, together with any other shares of Company Common Stock, sole or shared voting power over which is acquired by such Shareholder during the period from and including the date hereof through and including the date on which this Agreement is terminated in accordance with its terms, collectively, the "Subject Common Shares");

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Purchaser has required that the Shareholders enter into this Agreement whereby each Shareholder commits to cause the Subject Common Shares over which such Shareholder has sole voting power, and to use its best efforts to cause the Subject Common Shares over which such Shareholder has joint voting power, to be voted in favor of the Merger on the terms and subject to the conditions of this Agreement;

WHEREAS, as a further condition to the Merger Agreement, the Shareholders and Purchaser are entering into a Contribution Agreement, dated as of the date hereof in substantially the form attached as Appendix II to the Merger Agreement (the "Contribution Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements contained in this Agreement and intending to be legally bound, the parties agree as follows:

ARTICLE I
VOTING MATTERS

Section 1.1 Agreement to Vote. Each Shareholder hereby agrees that, from and after the date hereof until the termination of this Agreement, at any duly called meeting of the shareholders of the Company, and in any action by written consent of the shareholders of the Company, such Shareholder shall, if a meeting is held, appear at the meeting and any adjournment or postponement

thereof, in person or by proxy, or otherwise cause the Subject Common Shares

over which such Shareholder has sole voting power (and use its best efforts to cause the Subject Common Shares over which such Shareholder has joint voting power) to be counted as present thereat for purposes of establishing a quorum, and such Shareholder shall vote or consent the Subject Common Shares over which such Shareholder has sole voting power (and cause to be voted or consented the Subject Common Shares over which such Shareholder has joint voting power), in person or by proxy, (a) in favor of approving the Merger Agreement, the Merger and each of the other transactions and other matters specifically contemplated by the Merger Agreement, (b) in favor of any proposal to adjourn any such meeting if necessary to permit further solicitation of proxies in the event there are not sufficient votes at the time of such meeting to approve the Merger Agreement, (c) against any action or agreement submitted for approval of the shareholders of the Company that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or of such Shareholder under this Agreement and (d) except as otherwise agreed in writing by the Company, against any action, agreement, transaction or proposal submitted for approval of the shareholders of the Company that would reasonably be expected to result in any of the conditions to the Company's obligations under the Merger Agreement not being fulfilled or that is intended, or would reasonably be expected, to prevent, impede, interfere with, delay or adversely affect the transactions contemplated by the Merger Agreement. Any vote by such Shareholder that is not in accordance with this Section 1.1 shall be considered null and void. Such Shareholder shall not enter into any agreement or understanding with any person or entity prior to the termination of this Agreement to vote or give instructions in a manner inconsistent with clauses (a), (b) or (c) of this Section 1.1.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each of the Shareholders hereby severally represents and warrants to the Purchaser as follows with respect to itself only:

Section 2.1 Corporate Existence; Authorization. If such Shareholder is a business organization, such Shareholder is duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of the jurisdiction of its organization or formation and has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated by this Agreement. If such Shareholder is a natural person, such Shareholder has the capacity to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming due execution and delivery by each of the other parties hereto, this Agreement constitutes a legal, valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general applicability relating to or affecting creditors' rights, and to general equitable principles.

Section 2.2 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by such Shareholder does not, and the performance of this Agreement by such Shareholder will not, (i) conflict with or violate the articles of incorporation, limited liability company agreement or equivalent organizational documents, as the case

may be, of such Shareholder, (ii) conflict with or violate any Laws applicable to such Shareholder or by which such Shareholder or any of its properties is

bound or (iii) result in any breach of or constitute a default (or event that with notice or lapse of time or both would become a default) under, or impair such Shareholder's rights or alter the rights or obligations of any third party under, or give to others any rights of termination or acceleration of, or result in the creation of an Encumbrance on any Subject Common Shares (other than pursuant to this Agreement) or other properties or assets of such Shareholder pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, concession or other instrument or obligation to which such Shareholder is a party or by which it is bound (including any trust agreement, voting agreement, shareholders' agreement or voting trust) or (iv) violate any order, writ, injunction, judgment or decree of any Governmental Entity applicable to such Shareholder, except, in the case of clauses (ii), (iii) or (iv), for such conflicts, violations, breaches, defaults, impairments, alterations, terminations, accelerations or Encumbrances or rights that would not prevent or materially delay the ability of such Shareholder to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement.

(b) The execution and delivery of this Agreement by such Shareholder does not, and the performance of this Agreement by such Shareholder shall not, require any consent, approval, authorization or permit of, or filing with, or notification to, any Governmental Entity, except where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or materially delay the ability of such Shareholder to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement.

Section 2.3 Ownership of Shares. Such Shareholder is the record or beneficial owner of, and has good title to, the Subject Common Shares set forth opposite its name on Schedule I. Such Shareholder, together with its affiliates, if any, or another Shareholder, has sole or shared voting power, and sole or shared power of disposition, with respect to all of such Subject Common Shares, and such Subject Common Shares are free and clear of all Liens, other than as set forth in Section 4.1(b) or any Liens in favor of one or more other Shareholders or created by this Agreement. Such Shareholder has not appointed or granted any proxy inconsistent with this Agreement, which appointment or grant is still effective, with respect to the Subject Common Shares, it being understood and agreed that any proxy granted by a Shareholder to one or more of the other Shareholders shall not be deemed to be inconsistent with this Agreement unless it would result in the voting of Subject Common Shares in a manner inconsistent with Section 1.1 of this Agreement or prevent the voting in accordance with Section 1.1 of this Agreement of Subject Common Shares.

Section 2.4 Absence of Litigation. As of the date hereof, there is no suit, action, investigation or proceeding pending or, to the knowledge of such Shareholder, threatened against such Shareholder before or by any Governmental Entity that could impair the ability of Shareholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to each Shareholder as follows:

Section 3.1 Corporate Authorization. Purchaser is duly organized and validly existing under the Laws of the State of Wisconsin and has all requisite power and authority to enter into and perform all of its

obligations under this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and, assuming the due and valid authorization, execution and delivery hereof by the other parties hereto, this Agreement constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar Laws affecting the rights of creditors generally and general principles of equity.

Section 3.2 No Conflict; Required Filings and Consents. The execution and delivery of this Agreement by Purchaser does not, and the performance of this Agreement by Purchaser will not, (a) conflict with or violate Purchaser's articles of incorporation or bylaws, (b) conflict with or violate any Laws applicable to Purchaser or by which Purchaser or any of its properties is bound, (c) result in any breach of or constitute a default (or event that with notice or lapse of time or both would become a default) under, or impair Purchaser's rights or alter the rights or obligations of any third party under, or give to others any rights of termination or acceleration of, or result in the creation of an Encumbrance on any of the properties or assets of Purchaser pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, concession or other instrument or obligation to which Purchaser is a party or by which it is bound or (d) violate any order, writ, injunction, judgment or decree of any Governmental Entity, except, in the case of clauses (b), (c) and (d), for such conflicts, violations, breaches, defaults, impairments, alterations, terminations, accelerations or Encumbrances or rights that would not prevent or materially delay the ability of Purchaser to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement. Other than filings required under the Exchange Act, the execution and delivery of this Agreement by Purchaser and the performance of this Agreement by Purchaser do not require any filing with, permit, authorization, notification, consent or approval of, any Governmental Entity.

ARTICLE IV
COVENANTS OF THE SHAREHOLDERS

Each Shareholder severally, but not jointly and severally, hereby covenants and agrees as follows with respect to itself only:

Section 4.1 Restriction on Transfer of Shares.

(a) Such Shareholder shall not, directly or indirectly: (i) offer for sale, sell (including short sales), transfer, tender, pledge, encumber, assign or otherwise dispose of (including by gift) or enter into any contract, option, derivative, hedging or other arrangement or understanding (including any profit-sharing arrangement) with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of any or all of the Subject Common Shares or any interest therein (any of the foregoing, a "Transfer"), except to any affiliate of such Shareholder or to another Shareholder, provided in the case of a Transfer to an affiliate that such affiliate agrees in writing to be bound by the terms of this Agreement, or Transfers which occur by operation of law, with the Company's prior written consent or to Purchaser immediately prior to the Effective Time in accordance with the Contribution Agreement, (ii) grant any proxies or powers of attorney (other than to an affiliate of such Shareholder that agrees in writing to be bound by the terms of this Agreement or to another Shareholder or other Shareholders) with respect to the Subject Common Shares, deposit any of the

Subject Common Shares into a voting trust or enter into any other voting arrangement (other than with an affiliate of such Shareholder that agrees in writing to be bound by the terms of this Agreement or with another Shareholder or other Shareholders) or permit to exist any other Lien of any nature whatsoever with respect to the Subject Common Shares (other than such other Liens created by or arising under this Agreement or existing by operation of law), (iii) exercise the right to convert any shares of Class B Common Stock into shares of Class A Common Stock or (iv) commit or agree to take any of the foregoing actions.

(b) Notwithstanding anything to the contrary set forth herein, transfers of an aggregate of up to 450,000 shares of Class A Common Stock held of record by the Trust in satisfaction of pecuniary bequests existing on the date hereof shall not be a breach of this Agreement or deemed to be transfers prohibited hereby, provided that contemporaneously with any such transfer, an amount in cash equal to the product of the number of shares of Class A Common Stock so transferred multiplied by the Merger Consideration is contributed to Purchaser.

Section 4.2 Contribution Agreement. Such Shareholder agrees to comply with the terms and conditions of the Contribution Agreement.

Section 4.3 Certain Events. Such Shareholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Common Shares and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Common Shares shall pass, whether by operation of law or otherwise, including without limitation the Shareholder's administrators, successors or receivers.

ARTICLE V
MISCELLANEOUS

Section 5.1 Termination. This Agreement shall automatically terminate, and none of Purchaser or any Shareholder shall have any rights or obligations hereunder and this Agreement shall become null and void and have no further effect, upon the earliest to occur of (a) the mutual consent of all of the parties hereto, (b) the Effective Time and (c) the date of termination of the Merger Agreement in accordance with its terms.

Section 5.2 Non-Survival of Representations and Warranties. None of the representations and warranties in this Agreement shall survive the termination of this Agreement. This Section 5.2 shall not limit any covenant or agreement of the parties contained herein which by its terms contemplates performance after the termination of this Agreement.

Section 5.3 Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, or on receipt if transmitted by national overnight courier, in each case as follows:

If to Purchaser or any Shareholder:

JO Acquisition Corp.
555 Main Street, Suite 500
Racine, WI 53403-4616
Attn: Helen P. Johnson-Leipold and Roy T. George
Tel: (262) 260-2000
Fax: (262) 260-5339

With a copy to:

McDermott Will & Emery LLP
28 State Street
Boston, MA 02109
Attn: John B. Steele and Patricia A. Johansen
Tel: (617) 535-4000
Fax: (617) 535-3800

Section 5.4 Appraisal Rights. To the extent permitted by applicable Laws, each Shareholder hereby waives any rights of appraisal or rights to dissent from the Merger that it may have under applicable Laws.

Section 5.5 Expenses. All costs and expenses (including legal fees) incurred in connection with this Agreement shall be paid by the party incurring such expenses.

Section 5.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 5.8 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Section 5.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other parties, and any attempt to make any such assignment without such consent shall be null and void.

Section 5.10 Binding Effect. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns.

Section 5.11 Mutual Drafting. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing this Agreement to be drafted.

Section 5.12 Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Wisconsin in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in such court, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in such court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in such court, and (iv) waives, to the fullest extent permitted by Laws, the defense of an inconvenient forum to the maintenance of such action or proceeding in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Laws. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.3. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by Laws.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT MAY INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (II) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (III) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.12(c).

Section 5.13 Amendment: Waiver. No provision of this Agreement may be waived unless in writing signed by all of the parties to this Agreement, and the waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. This Agreement may be amended, supplemented or otherwise modified only by a written agreement executed by all of the parties to this Agreement.

Section 5.14 Stop Transfer Order. In furtherance of this Agreement, each Shareholder shall and does hereby authorize and request that the Company instruct its transfer agent to enter a stop transfer order, consistent with the terms of this Agreement and subject to such transfers as may be permitted by the express terms hereof, with respect to all of the Subject Common Shares beneficially owned by such Shareholder.

Section 5.15 Further Assurances. From time to time, at the other party's request and without further consideration, each party hereto shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 5.16 Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary set forth herein, none of the covenants and agreements contained in this Agreement shall prevent any Shareholder from serving as an officer of the Company or a member of the Company's Board of Directors, or from taking any action, subject to the applicable provisions of the Merger Agreement, while acting in such capacity as an officer or a director of the Company.

Section 5.17 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled to seek specific performance of the terms hereof in addition to any other remedies at law or in equity.

Section 5.18 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

/s/ Helen P. Johnson-Leipold

Helen P. Johnson-Leipold

/s/ Imogene P. Johnson

Imogene P. Johnson

/s/ H. Fisk Johnson

H. Fisk Johnson

/s/ S. Curtis Johnson

S. Curtis Johnson

/s/ Winifred J. Marquart

Winifred J. Marquart

JWA CONSOLIDATED, INC.

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson

Its: President and Director

SAMUEL C. JOHNSON 1988 TRUST NUMBER ONE U/A SEPTEMBER 14, 1988

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Its: Co-Trustee

JOHNSON BANK

By: /s/ Brian Lucareli

Name: Brian Lucareli
Its: Senior Vice President

JO ACQUISITION CORP.

By: /s/ Helen P. Johnson-Leipold

Name: Helen P. Johnson-Leipold
Its: President and Chief Executive Officer

SCHEDULE I

SUBJECT COMMON SHARES

SHAREHOLDER	SUBJECT COMMON SHARES		
	Sole Voting/ Dispositive Power		Shared V Dispositive Power1
	Class A Common Stock2	Class B Common Stock	Class A Common Stock
Helen P. Johnson-Leipold	323,444	0	340,786
Imogene P. Johnson	32,288	0	2,354,529
H. Fisk Johnson	387,596	0	145,679

S. Curtis Johnson	29,009	0	150,886
Winifred J. Marquart	20	0	68,200
JWA Consolidated, Inc.	114,464	0	0
Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988	0	0	2,354,529
Johnson Bank	71,724	47,780	2,747,964

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1 Represents an aggregate total of 2,777,964 shares of Class A Common Stock and 1,123,514 shares of Class B Common Stock over which one or more of the Shareholders together hold 100% of the voting and dispositive power.

2 Excludes options to acquire shares held of record by Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988.

EXHIBIT 99.12

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on this Schedule 13D, dated November 2, 2004, with respect to Class A Common Stock of Johnson Outdoors Inc., a Wisconsin corporation, is, and any amendments thereto signed by each of the undersigned shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k)(2) promulgated under the Securities Exchange Act of 1934, as amended. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or her contained herein, but shall not be responsible for the completeness and accuracy of the information concerning the other person, except to the extent that he or she knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have each executed this Joint Filing Agreement as of this 2nd day of November, 2004.

/s/ Helen P. Johnson-Leipold

Helen P. Johnson-Leipold

/s/ Imogene P. Johnson

Imogene P. Johnson

/s/ H. Fisk Johnson

H. Fisk Johnson

/s/ S. Curtis Johnson

S. Curtis Johnson

/s/ Winifred J. Marquart

Winifred J. Marquart

Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: Trustee

JWA Consolidated, Inc.

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: President and Director

Johnson Bank

By: /s/ Brian Lucareli

Name: Brian Lucareli
Title: Senior Vice President

EXHIBIT 99.13

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the person whose signature

appears below hereby constitutes and appoints Helen P. Johnson-Leipold his or her true and lawful attorney-in-fact, with full power of substitution, to sign any and all instruments, certificates and documents that may be necessary, desirable or appropriate to be executed on behalf of himself, pursuant to Sections 13 or 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any and all regulations promulgated thereunder, and to file the same, with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission, and with any other entity when and if such is mandated by the Exchange Act or by the By-Laws of the National Association of Securities Dealers, Inc., granting unto said attorney-in-fact full power and authority to do and perform each and every act and thing necessary, desirable or appropriate, fully to all intents and purposes as he might or could do in person, thereby ratifying and confirming all that said attorney-in-fact, or her substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney has been signed as of this 2nd day of November, 2004.

/s/ Imogene P. Johnson

Imogene P. Johnson

/s/ H. Fisk Johnson

H. Fisk Johnson

/s/ S. Curtis Johnson

S. Curtis Johnson

/s/ Winifred J. Marquart

Winifred J. Marquart

Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: Co-Trustee

JWA Consolidated, Inc.

By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: President and Director

Johnson Bank

By: /s/ Brian Lucareli

Name: Brian Lucareli
Title: Senior Vice President