

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

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**FORM S-8**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**J & J SNACK FOODS CORP.**

(Exact name of registrant as specified in its charter)

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New Jersey  
(State or other jurisdiction of  
incorporation or organization)

22-1935537  
(I.R.S. Employer  
Identification Number)

6000 Central Highway  
Pennsauken, New Jersey 08109  
(Address of Principal executive offices)

**J & J SNACK FOODS CORP.  
INDUCEMENT RESTRICTED STOCK AWARD AGREEMENT**  
(Full title of Plan)

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**Dan Fachner**  
Chief Executive Officer and President  
J & J Snack Foods Corp.  
6000 Central Highway  
Pennsauken, NJ 08109  
(Name and address of agent for service)

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(856) 665-9533  
(Telephone number, including area code, of agent for service)

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Copies to:

**Katayun Jaffari**  
Cozen O'Connor  
One Liberty Place  
1650 Market Street, Suite 2800  
Philadelphia, PA 19103  
(215) 665-4622

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

Large accelerated filer  Accelerated filer   
 Non-accelerated filer  Smaller reporting company   
 Emerging growth company

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

**CALCULATION OF REGISTRATION FEE**

<b>Title of securities to be registered</b>	<b>Amount to be registered(1)</b>	<b>Proposed maximum offering price per share</b>	<b>Proposed maximum aggregate offering price</b>	<b>Amount of registration fee</b>
Common Stock, no par value	1,579 (2)	\$173.12 (3)	\$ 273,356.48	\$ 29.82

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement on Form S-8 (this “Registration Statement”) shall also cover any additional shares of common stock which become issuable under the Inducement Restricted Stock Award Agreement (the “Inducement Agreement”), effective as of October 20, 2020, by and between J & J Snack Foods Corp., a New Jersey corporation (the “Registrant” or the “Company”) and Ken A. Plunk, by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of the Company’s outstanding shares of Common Stock.
- (2) Represents 1,579 shares of restricted stock granted to Mr. Plunk pursuant to an Inducement Agreement with such shares vesting over three (3) years in equal installments on October 20, 2021, October 20, 2022, and October 20, 2023, as a material inducement to his continued employment with the Company, in accordance with NASDAQ Listing Rule 5635(c)(4).
- (3) Estimated in accordance with Rule 457(c) and (h) of the Securities Act solely for the purpose of calculating the registration fee on the basis of the average trading price of the Registrant’s Common Stock as reported on the NASDAQ Global Market on July 27, 2021, which was \$166.60 per share.

## PART I

### INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to the employee as specified in Rule 428 of the Securities Act. Accordingly, the information specified in Part I of Form S-8 is omitted from this Registration Statement in accordance with Rule 428(b)(1) of the Securities Act and the introductory note to Part I of Form S-8.

## PART II

### INFORMATION REQUIRED IN THIS REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents previously or concurrently filed by the Registrant with the Securities and Exchange Commission (the "Commission") are hereby incorporated by reference in this Registration Statement:

- (i) The Registrant's Annual Report on Form 10-K for the year ended September 26, 2020, filed with the Commission on [November 25, 2020](#);
- (ii) The Registrant's Quarterly Reports on Form 10-Q for the fiscal quarter ended December 26, 2020, filed with the Commission on [January 28, 2021](#), the fiscal quarter ended March 27, 2021, filed with the Commission on [April 29, 2021](#), and the fiscal quarter ended June 26, 2021, filed with the Commission on [July 29, 2021](#);
- (iii) The Registrant's Definitive Proxy Statement, filed with the Commission on [December 17, 2020](#);
- (iv) The Registrant's current reports on Form 8-K filed with the Commission on [October 26, 2020](#), [December 8, 2020](#), [January 12, 2021](#), [February 11, 2021](#), [February 12, 2021](#), [May 12, 2021](#), and [May 14, 2021](#); and
- (v) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form S-2 (File No. 33-40811) filed with the Commission on May 24, 1991, which description is incorporated herein by reference, and all amendments or reports filed for the purpose of updating such description.

All reports and other documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date hereof, and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference into this Registration Statement and to be a part hereof from the date of the filing of such report or other document. Any statement contained in the documents incorporated, or deemed to be incorporated, by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

All information appearing in this Registration Statement is qualified in its entirety by the detailed information, including financial statements, appearing in the documents incorporated herein.

#### Item 4. Description of Securities.

Not Applicable.

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**Item 5. Interests of Named Experts and Counsel.**

Not Applicable.

**Item 6. Indemnification of Directors and Officers.**

Under Section 14A:3-5 of the New Jersey Business Corporation Act (the "NJBCA"), the Company shall indemnify each of its directors and officers for his expenses (that is, reasonable costs, disbursements and counsel fees) incurred in connection with any proceeding involving such person by reason of his having been an officer or director of the Company, to the extent he is successful on the merits.

The By-Laws of the Company provide that the Company shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Company or other entity) by reason of the fact that such director or officer is or was a director or officer of the Company or is or was serving at the request of the Company as a director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such director or officer in accordance with such action, suit or proceeding, except as otherwise provided in the By-Laws. Expenses incurred by a director or officer of the Company in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company, except as otherwise provided in the By-Laws. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, provisions contained in the By-Laws shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under the Company's Amended and Restated Certificate of Incorporation or any by-law, agreement, vote of shareholders or directors or otherwise, both as to action in such director's or officer's official capacity and as to action in another capacity while holding that office.

The Amended and Restated Certificate of Incorporation of the Company provides that directors shall not be personally liable to the Company or its shareholders for damages for breach of any duty owed to the Company or its shareholders, except that such provision shall not relieve a director from such liability for any breach of duty based on an act or omission (a) in breach of such director's duty of loyalty to the Company or its shareholders, or (b) not in good faith, or involving a knowing violation of law, or (c) resulting in the receipt by such director of an improper personal benefit.

The Company's directors and officers are currently insured under a Directors and Officers Liability Including Company Reimbursement Policy with a policy limit of \$5,000,000, subject to certain deductibles and exclusions, for any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors and officers of the Company in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of the Company.

**Item 7. Exemption from Registration Claimed.**

Not Applicable.

**Item 8. Exhibits.****EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
5.1*	<a href="#">Opinion of Cozen O'Connor</a>
10.1*	<a href="#">Inducement Restricted Stock Award Agreement</a>
23.1*	<a href="#">Consent of Grant Thornton LLP</a>
23.2	<a href="#">Consent of Cozen O'Connor (included as part of Exhibit 5.1)</a>

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\*Filed herewith

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## Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

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

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

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

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

*Provided, however, That:*

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

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

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

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

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

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## SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and authorized this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the Township of Pennsauken, State of New Jersey, on July 30, 2021

### J & J SNACK FOODS CORP.

Date: July 30, 2021

By: /s/ Dan Fachner  
Dan Fachner  
Chief Executive Officer and President  
(Principal Executive Officer)

By: /s/ Ken A. Plunk  
Ken A. Plunk  
Chief Financial Officer  
(Principal Financial Officer)

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dan Fachner his true and lawful attorney-in-fact and agent with full power of substitution or resubstituting, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement, and to file the same, with all exhibits thereto, and other documentation in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ Gerald B. Shreiber</u> Gerald B. Shreiber	Chairman of the Board and Director	July 30, 2021
<u>/s/ Dan Fachner</u> Dan Fachner	Chief Executive Officer and President (Principal Executive Officer)	July 30, 2021
<u>/s/ Ken A. Plunk</u> Ken A. Plunk	Chief Financial Officer (Principal Financial Officer) (Principal Accounting Officer)	July 30, 2021
<u>/s/ Peter G. Stanley</u> Peter G. Stanley	Director	July 30, 2021
<u>/s/ Sidney R. Brown</u> Sidney R. Brown	Director	July 30, 2021
<u>/s Vincent Melchiorre</u> Vincent Melchiorre	Director	July 30, 2021
<u>/s/ Marjorie Shreiber Roshkoff</u> Marjorie Shreiber Roshkoff	Director	July 30, 2021

July 30, 2021

J & J Snack Foods Corp.  
6000 Central Highway  
Pennsauken, NJ 08109

**Re: 1,579 shares of Common Stock being registered on Form S-8**

We have acted as counsel to J & J Snack Foods Corp., a New Jersey corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission of the Company’s Registration Statement on Form S-8 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”) for the grant of 1,579 shares of the Company’s Common Stock, no par value (the “Shares”), pursuant to that certain Inducement Restricted Stock Award Agreement (the “Inducement Agreement”), effective as of October 20, 2020, by and between J & J Snack Foods Corp., a New Jersey corporation (the “Registrant” or the “Company”) and Ken A. Plunk. The Inducement Agreement and grant were approved by the Company’s Compensation Committee pursuant to a delegation by the Company’s Board of Directors and was issued as an inducement equity grant pursuant to Rule 5635(c)(4) of the NASDAQ Listing Rules, as an inducement material to Mr. Ken Plunk entering into employment with the Company.

In connection with this opinion letter, we have examined the Inducement Agreement, the Registration Statement, and originals, or copies certified or otherwise identified to our satisfaction, of the Company’s Amended and Restated Certificate of Incorporation as currently in effect, the Company’s By-Laws as currently in effect, resolutions of the Company’s Board of Directors authorizing the Inducement Agreement and the issuance of the Shares, and such other documents, records, instruments and certificates as we have deemed appropriate as a basis for the opinion hereinafter expressed. We have also reviewed such statutes and other legal matters as we have deemed appropriate in connection with the opinion hereinafter expressed. As to facts material to our opinion, we have relied upon statements and representations of officers, employees and representatives of the Company, statements and representations of public officials, and statements and representations of others, without any independent verification thereof.

In our examination, we have assumed: (i) the legal capacity of all natural persons; (ii) the authenticity of all signatures; (iii) the authenticity of all documents submitted to us as originals; (iv) the conformity to original documents of all documents submitted to us as certified, conformed, photo static or facsimile copies; (v) the authenticity of the originals of such latter documents; (vi) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments, certificates, records, statements and representations we have reviewed and/or relied upon; and (vii) the absence of any undisclosed modifications to the agreements, instruments and other documents reviewed by us.

Based on and subject to the foregoing and to the other qualifications, assumptions and limitations set forth below, we are of the opinion that all necessary corporate action on the part of the Company has been taken to authorize the award of the Shares to be issued in accordance with the Inducement Agreement and that, when (a) the Registration Statement shall have become effective, (b) the Shares have been issued and sold as contemplated in the Registration Statement and related prospectus and in accordance with the Inducement Agreement and (c) where applicable, the consideration for the Shares specified in the Inducement Agreement has been received by the Company, the Shares will be validly issued, fully paid and non assessable.

This opinion is limited to the Business Corporation Act of the State of New Jersey. We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws. This opinion is given as of the date above only, and we disclaim any obligation to update or revise this opinion thereafter. This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion may be used only in connection with the offer and sale of the Shares while the Registration Statement is effective.

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We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Cozen O'Connor

COZEN O'CONNOR



## INDUCEMENT RESTRICTED STOCK AWARD AGREEMENT

THIS INDUCEMENT RESTRICTED STOCK AWARD AGREEMENT (this "Agreement"), effective as of October 20, 2020 (the "Effective Date"), represents the grant of restricted shares of Common Stock, no par value ("Restricted Shares") of J & J Snack Foods Corp., a New Jersey corporation (the "Company"), to Ken A. Plunk (the "Participant"), subject to the terms and conditions set forth below. The Company and the Participant agree as follows:

**1. Grant of Restricted Shares.**

(a) Restricted Shares. The Company hereby grants to the Participant 1,579 Restricted Shares, subject to the terms and conditions of this Agreement (this "Award").

(b) Inducement Grant. This Award constitutes a non-plan "inducement award," as contemplated by Nasdaq Listing Rule 5635(c)(4), and is therefore not made pursuant to any stock option plan, stock incentive purchase plan, or other equity compensation plan.

(c) Character of Shares. Shares delivered under this Agreement may be authorized and unissued shares of the Company's common stock or shares acquired by the Company, or both.

**2. Vesting Period.**

(a) In General. Subject to the terms of this Agreement, the Restricted Shares granted pursuant to Section 1(a) will vest over three (3) years in equal installments beginning on the Effective Date, with one-third of the Restricted Shares vesting in equal annual installments on each of the first, second, and third anniversaries of thereof. Subject to Sections 2(b) and 2(c), for vesting to occur on any specified date, the Participant must be continuously employed by or in service with the Company or any of its affiliates from the Effective Date through such date.

(b) Termination Before Vesting. If the Participant's employment or service with the Company terminates, any portion of this Award that is unvested as of the date of such termination shall be forfeited, unless otherwise provided a policy of the Company or an agreement between the Participant and the Company.

(c) Effect of a Change in Control. Unless otherwise specified in a policy of the Company or an agreement between the Participant and the Company, the effect of a Change in Control on this Award will be determined by the Compensation Committee of the Board of Directors of the Company (the "Committee") in its sole discretion.

(i) "Change in Control" shall mean a "Change in the Ownership of the Company," a "Change in Effective Control of the Company," or a "Change in the Ownership of a Substantial Portion of the Assets of the Company," all as defined below:

(A) A "Change in the Ownership of the Company" occurs on the date that any one person, or more than one person acting as a group (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, (the "Code")), acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than fifty (50) percent of the total fair market value or total voting power of the stock of the Company. However, if any one person, or more than one person acting as a group (within the meaning of Section 409A of the Code), is considered to own more than fifty (50) percent of the total fair market value or total voting power of the stock of the Company, the acquisition of additional stock by the same person or persons is not considered to cause a "Change in the Ownership of the Company."

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(B) A “Change in the Effective Control of the Company” occurs only on the date that either:

(1) Any one person, or more than one person acting as a group (within the meaning of Section 409A of the Code), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing thirty (30) percent or more of the total voting power of the Company; or

(2) A majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election.

(C) A “Change in the Ownership of a Substantial Portion of the Assets of the Company” occurs on the date that any one person, or more than one person acting as a group (within the meaning of Section 409A of the Code), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than forty (40) percent of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

(d) No Partial Shares. Any fractional Share otherwise vesting hereunder will be rounded down to the next whole Share.

3. **Voting Rights.** All Restricted Shares issued hereunder, whether vested or unvested, shall have full voting rights accorded to outstanding Shares.

4. **Dividend Rights.** All Restricted Shares issued hereunder, whether vested or unvested, shall have full dividend rights accorded to outstanding Shares.

5. **Nontransferability.** The Restricted Shares granted hereby may not be assigned or transferred (other than by will or the laws of descent and distribution), pledged or sold, until such Shares have vested. No assignment or transfer of any Restricted Shares in violation of this Section 5, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest whatsoever. As promptly as administratively feasible after the restrictions applicable to all or a portion of Restricted Shares lapse, the Company shall (a) deliver, or (b) make an appropriate entry on the books of the Company transferring, the appropriate number of Shares to the Participant (or the Participant’s beneficiary), free of all such restrictions except for any restrictions that may be imposed by law.

6. **Issuance of Restricted Shares.** As soon as practicable after the date of this Agreement in the case of Shares described in Section 1(a), the Company shall cause to be transferred on the books of the Company, Shares registered in the name of the Company, as nominee for the Participant, evidencing the Restricted Shares issued pursuant to this Agreement; provided, however, such Shares shall be subject to forfeiture to the Company retroactive to the date of grant, if this Agreement is not duly executed by the Participant and timely returned to the Company. Until the lapse or release of all restrictions applicable to an Award of Restricted Shares, any share certificates representing such Restricted Shares shall be held in custody by the Company or its designee.

## 7. Administration and Delegation.

(a) Administration. This Agreement and the rights of the Participant hereunder are subject to such rules and regulations as the Committee may adopt for administration of this Agreement. All actions of the Committee shall be taken by majority vote of its members. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of this Agreement, all of which shall be binding upon the Participant. The Committee is also authorized to: (i) determine whether and to what extent and under what circumstances this Award shall be canceled or suspended, (ii) correct any defect, supply any omission or reconcile any inconsistency in this Agreement or this Award in the manner and to the extent that the Committee shall deem desirable to carry it into effect, and (iii) make any other determination and take any other action that the Committee deems necessary or desirable for administration of this Agreement. Subject to the provisions of this Agreement, the Committee shall have authority, in its sole discretion, to interpret the provisions of this Agreement and this Award and, subject to the requirements of applicable law, including Rule 16b-3 of the Exchange Act, to prescribe, amend, and rescind rules and regulations relating to this Agreement or this Award as it may deem necessary or advisable. All decisions made by the Committee pursuant to the provisions of this Agreement shall be final, conclusive and binding on all persons, including the Company, its affiliates, its shareholders, directors, employees, and the Participant and beneficiaries.

(b) Delegation. The Committee may designate employees of the Company and professional advisors to assist the Committee in the administration of this Agreement and may grant authority to employees of the Company to execute agreements or other documents on behalf of, but only to the extent authorized by, the Committee. Any such delegation shall be subject to the applicable corporate laws of the State of New Jersey. The Committee may revoke any such allocation or delegation at any time for any reason with or without prior notice.

(c) Designation of Advisors. The Committee may employ such legal counsel, consultants, and agents as it may deem desirable for the administration of this Agreement and may rely upon any opinion received from any such counsel or consultant and any computation received from any such consultant or agent. Any reports or opinions from any such counsel, consultants, and agents may take into account award grant practices, including the nature and amount of awards and any performance criteria related to such awards, at publicly traded or privately held corporations that are similar to or are industry peers with the Company. Expenses incurred by the Committee or the Board in the engagement of any such counsel, consultant or agent shall be paid by the Company.

(d) No Liability. The Committee, its members and any person designated pursuant to Section 7 shall not be liable for any action or determination made in good faith with respect to this Agreement. To the maximum extent permitted by applicable law, no officer or former officer of the Company or member or former member of the Committee or of the Board or designated person shall be liable for any action or determination made in good faith with respect to this Plan or any Award granted under it. To the maximum extent permitted by applicable law and to the extent not covered by insurance, each officer or former officer and member or former member of the Committee or of the Board and any designated person shall be indemnified and held harmless by the Company against any cost or expense (including reasonable fees of counsel reasonably acceptable to the Company) or liability (including any sum paid in settlement of a claim with the approval of the Company), and advanced amounts necessary to pay the foregoing at the earliest time and to the fullest extent permitted, arising out of any act or omission to act in connection with this Agreement, except to the extent arising out of such officer's or former officer's, member's or former member's, or designated person's own fraud or bad faith. Such indemnification shall be in addition to any rights of indemnification the officers, directors or members or former officers, directors or members may have under applicable law. Notwithstanding anything else herein, this indemnification will not apply to the actions or determinations made by the Participant with regard to this Award granted to him or her under this Agreement.

**8. Exclusion from Pension Computations.** The Participant hereby agrees that any income or gain realized upon the receipt, vesting or payment of this Award shall not be taken into account, to the extent permissible under applicable law, as “wages”, “salary” or “compensation” in determining the amount of any payment under any pension, retirement, incentive, profit sharing, bonus or deferred compensation plan of the Company or any of its affiliates.

**9. Amendment.** The Committee may, with the consent of the Participant or otherwise as permitted by the Plan, at any time or from time to time amend the terms and conditions of this Award.

**10. Notices.** Any notice which either party hereto may be required or permitted to give to the other shall be in writing, and may be delivered personally or by mail, postage prepaid, or overnight courier, addressed as follows: if to the Company, at its office at J & J Snack Foods Corp. 6000 Central Highway, Pennsauken, NJ 08109 Attn: Legal Counsel, or at such other address as the Company by notice to the Participant may designate in writing from time to time; and if to the Participant, at the address shown below his or her signature below, or at such other address as the Participant by notice to the Company may designate in writing from time to time. Notices shall be effective upon receipt.

**11. Withholding Taxes.** The Company and any of its affiliates shall have the right to withhold from wages or other amounts otherwise payable to the Participant or otherwise require the Participant to pay, any federal, state, local or foreign income taxes, withholding taxes, or employment taxes required to be withheld by law or regulations (“Withholding Taxes”) arising as a result of the grant, vesting or payment of this Award, the making of an election under Section 83(b) (or any similar provision) of the Code, the payment of dividends or dividend equivalent amounts or any other taxable event occurring in connection with this Award. Except with respect to Withholding Taxes due in connection with an election under Section 83(b) of the Code, the Company, in its sole discretion, may elect to satisfy part or all of any obligation for Withholding Taxes by retaining a sufficient number of Shares that it would otherwise release from restriction on a particular vesting date with a fair market value equal to the amount of Withholding Taxes intended to be so satisfied (as determined by the Company in its sole discretion).

**12. Registration; Legend.** The Company may cause the following or a similar legend to be set forth on each certificate representing Restricted Shares granted hereby unless counsel for the Company is of the opinion as to any such certificate that such legend is unnecessary:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE SUBJECT TO FORFEITURE AND OTHER LIMITATIONS AND RESTRICTIONS AS SET FORTH IN A LONG-TERM INCENTIVE AWARD AGREEMENT ON FILE WITH THE COMPANY. IN ADDITION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT, THE AVAILABILITY OF WHICH IS ESTABLISHED BY AN OPINION FROM COUNSEL TO THE COMPANY.

**13. Section 83(b) Election.** If the Participant makes the election contemplated by Section 83(b) of the Code (a “Section 83(b) Election”) (or any similar provision of federal, state or local law) with respect to any Restricted Shares awarded hereunder, the Participant shall provide the Company with a copy of such election within 30 days after the issuance of such Shares (or such earlier date required by law) and otherwise comply with the provisions of this Section 14. On or prior to the date of filing of any Section 83(b) Election with respect to such Restricted Shares, Participant shall satisfy the Company’s Withholding Tax obligations with respect to such Section 83(b) Election by tendering payment to the Company, in readily available funds, of an amount equal to such Withholding Tax obligation (or enter into such other arrangement as shall be acceptable to the Company to satisfy such Withholding Tax obligation).

**14. No Tax Advice.** Participant hereby acknowledges that the Company has not provided any specific tax advice to Participant in connection with this Award. The Company makes no representations concerning the tax consequences of this Agreement. Participant will consult with his or her own tax advisors with respect to the tax consequences of this Award.

**15. Miscellaneous.**

(a) This Agreement shall not confer upon the Participant any right to continuation of employment or service with the Company, nor shall this Agreement interfere in any way with the Company's right to terminate the Participant's employment or service at any time.

(b) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(c) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey.

(d) The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

(e) The Participant, every person claiming under or through the Participant, and the Company hereby waives to the fullest extent permitted by applicable law any right to a trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement.

(f) This Award and any Shares of stock delivered hereunder will remain subject to any non-competition or other restrictive covenant agreement to which the Participant is a party and shall remain subject to any applicable forfeiture or clawback provisions as set forth in any such document and in any clawback policy maintained by the Company from time to time.

(g) This Agreement contains the parties' entire agreement regarding this Award evidenced hereby and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating hereto.

**16. Exculpation.** This Award and all documents, agreements, understandings and arrangements relating hereto have been issued on behalf of the Company by officers acting on its behalf and not by any person individually. None of the officers, directors or stockholders of the Company, nor the directors, officers or stockholders of any affiliate of the Company, shall have any personal liability hereunder or thereunder. The Participant shall look solely to the assets of the Company for satisfaction of any liability of the Company in respect of this Award and will not seek recourse or commence any action against any of the directors, officers or stockholders of the Company or any of the directors, officers or stockholders of any affiliate, or any of their personal assets, for the performance or payment of any obligation hereunder. The foregoing shall also apply to any future documents, agreements, understandings, arrangements and transactions between the parties hereto with respect to this Award.

17. **Captions.** The captions in this Agreement are for convenience of reference only, and are not intended to narrow, limit or affect the substance or interpretation of the provisions contained herein.

18. **Electronic Delivery of Documents.** The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, this Agreement and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

*[Signatures on following page]*



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have issued our reports dated November 25, 2020 with respect to the consolidated financial statements and internal control over financial reporting of J&J Snack Foods Corp. included in the Annual Report on Form 10-K for the year ended September 26, 2020, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned reports in this Registration Statement.

/s/ GRANT THORNTON LLP

Philadelphia, Pennsylvania

July 30, 2021