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

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

Fox Factory Holding Corp.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-1647258
(I.R.S. Employer
Identification No.)

**915 Disc Drive
Scotts Valley, CA 95066**
(Address of Principal Executive Offices) (Zip Code)

**2008 Stock Option Plan, as amended
2008 Non-Statutory Stock Option Plan, as amended
2013 Omnibus Plan**
(Full titles of the plans)

**Larry L. Enterline
Chief Executive Officer
Fox Factory Holding Corp.
915 Disc Drive
Scotts Valley, CA 95066
(831) 274-6500**

(Name, address and telephone number, including area code, of agent for service)

Copies to:
**Stephen D. Cooke, Esq.
Paul Hastings LLP
695 Town Center Drive
Seventeenth Floor
Costa Mesa, California 92656**

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

Large accelerated filer

Accelerated filer

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

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, par value \$0.001 per share				
- Outstanding under the 2008 Stock Option Plan, as amended	2,147,007(2)	\$4.65(3)	\$9,983,582.55(3)	
- Outstanding under the 2008 Stock Non-Statutory Stock Option Plan, as amended	364,168(4)	\$6.24(5)	\$2,272,408.32(5)	
- Issuable under the 2013 Omnibus Plan	3,631,709(6)	\$17.57(7)	\$63,809,127.13(7)	
Total	6,142,884		\$76,065,118.00	\$9,797.19

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of the Registrant’s Common Stock that become issuable under the plans by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of the Registrant’s Common Stock.
- (2) Represents shares of Common Stock reserved for future issuance under the Registrant’s 2008 Stock Option Plan, as amended (the “2008 Plan”) upon the exercise of outstanding options granted under the 2008 Plan. No further option grants will be made under the 2008 Plan and to the extent outstanding awards under the 2008 Plan are subsequently forfeited or terminated for any reason before being exercised, the shares of Common Stock subject to such awards will be available for future issuance under the Registrant’s 2013 Omnibus Plan (the “2013 Plan”). See footnote 6 below.
- (3) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) of the Securities Act. The proposed maximum offering price per share and the proposed maximum aggregate offering price are calculated using a weighted average exercise price of approximately \$4.65 per share for options issued and outstanding under the 2008 Plan based on exercise prices for such shares ranging from \$1.08 to \$5.95 per share.
- (4) Represents shares of Common Stock reserved for future issuance under the Registrant’s 2008 Non-Statutory Stock Option Plan, as amended (the “2008 NSO Plan”) upon the exercise of outstanding options granted under the 2008 NSO Plan. No further option grants will be made under the 2008 NSO Plan and to the extent outstanding awards under the 2008 NSO Plan are subsequently forfeited or terminated for any reason before being exercised, the shares of Common Stock subject to such awards will be available for future issuance under the Registrant’s 2013 Omnibus Plan (the “2013 Plan”). See footnote 6 below.
- (5) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) of the Securities Act. The proposed maximum offering price per share and the proposed maximum aggregate offering price are calculated using a weighted average exercise price of approximately \$6.24 per share for options issued and outstanding under the 2008 NSO Plan based on exercise prices for such shares ranging from \$6.19 to \$7.59 per share.
- (6) Represents shares of Common Stock initially reserved for future grant under the 2013 Plan. To the extent outstanding awards under the 2008 Plan or the 2008 NSO Plan expire, or are forfeited, cancelled, settled, or become unexercisable without the issuance of shares, the shares of Common Stock subject to such awards will be available for future issuance under the 2013 Plan. See footnotes 2 and 4 above.
- (7) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and Rule 457(h) of the Securities Act. The offering price per share and aggregate offering price are based on \$17.57, the average of the high and low prices for the Registrant’s Common Stock as reported on the Nasdaq Global Select Market on November 4, 2013, a date within five business days prior to the filing of this Registration Statement.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act. Such documents are not being filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. Such documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by the Registrant with the Commission are hereby incorporated by reference into this Registration Statement:

- (a) The Registrant's Prospectus dated August 7, 2013, filed pursuant to Rule 424(b) under the Securities Act on August 8, 2013, which relates to the Registrant's Registration Statement on Form S-1 (File No. 333-189841) (as amended and including the exhibits thereto), which contains the Registrant's audited financial statements for the latest fiscal year for which such statements have been filed;
- (b) The description of the Registrant's common stock set forth in the Registration Statement on Form 8-A filed with the Commission on August 2, 2013 (File No. 001-36040) pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended, including any amendments or reports filed for the purpose of updating such description;
- (c) The Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013 and filed with the Commission on September 19, 2013 (File No. 001-36040); and
- (d) The Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013 and filed with the Commission on November 6, 2013 (File No. 001-36040).

All other reports and other documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act 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 to be incorporated by reference into this Registration Statement and to be a part of this Registration Statement from the date of the filing of such reports and documents, except as to any portion of any future annual or quarterly report to stockholders or document or current report furnished under Items 2.02 or 7.01 of Form 8-K that is not deemed filed under such provisions.

For the purposes of this Registration Statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document that 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.

You should rely only on the information provided or incorporated by reference in this Registration Statement or any related prospectus. The Registrant has not authorized anyone to provide you with different information. You should not assume that the information in this Registration Statement or any related prospectus is accurate as of any date other than the date on the front of the document.

You may contact the Registrant in writing or orally to request copies of the above-referenced filings, without charge (excluding exhibits to such documents unless such exhibits are specifically incorporated by reference into the information incorporated into this Registration Statement). Requests for such information should be directed to:

Fox Factory Holding Corp.
915 Disc Drive
Scotts Valley, CA 95066
(831) 274-6500
Attn: General Counsel

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law, or the DGCL, authorizes a corporation's board of directors to grant, and authorizes a court to award, indemnity to officers, directors and other corporate agents.

The Registrant's amended and restated certificate of incorporation contains provisions that limit the liability of the Registrant's directors for monetary damages to the fullest extent permitted by Delaware law. Consequently, the Registrant's directors will not be personally liable to the Registrant or the Registrant's stockholders for monetary damages for any breach of fiduciary duties as directors, except for liability for the following:

- any breach of their duty of loyalty to the Registrant or the Registrant's stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to such amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of the Registrant's directors will be further limited to the greatest extent permitted by the DGCL.

The Registrant's amended and restated certificate of incorporation also provides that the Registrant will indemnify, to the fullest extent permitted by law, each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the Registrant, or is or was serving, or has agreed to serve, at the request of the Registrant, as a director, officer, incorporator, employee or agent of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity. In addition, the Registrant's amended and restated certificate of incorporation will provide that the Registrant must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to very limited exceptions.

The Registrant has entered into indemnification agreements with each of its directors and executive officers and certain of its other officers that may be broader than the specific indemnification provisions provided for in the DGCL. These indemnification agreements require the Registrant, among other things, to indemnify its directors and officers that are party to such indemnification agreements against liabilities that may arise by reason of their status or service. These indemnification agreements also require the Registrant to advance all expenses incurred by the directors and officers that are party to such indemnification agreements in investigating or defending any such action, suit, or proceeding.

The Registrant has also obtained insurance under which, subject to the limitations of the insurance policies, coverage is provided to the Registrant's directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to the Registrant with respect to payments that may be made by the Registrant to these directors and executive officers pursuant to the Registrant's indemnification obligations or otherwise as a matter of law.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS

**Exhibit
Number**

- 3.1 Amended and Restated Certificate of Incorporation (previously filed on September 19, 2013 as Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-36040) and incorporated herein by reference).
- 3.2 Amended and Restated Bylaws (previously filed on September 19, 2013 as Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q (File No. 001-36040) and incorporated herein by reference).
- 4.1 Form of Common Stock certificate (previously filed on July 8, 2013 as Exhibit 4.1 to the Registrant's Registration Statement on Form S-1 (File No. 333-189841) and incorporated herein by reference).
- 4.2 2008 Stock Option Plan, as amended (previously filed on July 8, 2013 as Exhibit 10.3 to the Registrant's Registration Statement on Form S-1 (File No. 333-189841) and incorporated herein by reference).
- 4.3 2008 Non-Statutory Stock Option Plan, as amended (previously filed on July 8, 2013 as Exhibit 10.4 to the Registrant's Registration Statement on Form S-1 (File No. 333-189841) and incorporated herein by reference).
- 4.4 2013 Omnibus Plan (previously filed on August 2, 2013 as Exhibit 10.5 to the Registrant's Registration Statement on Form S-1 (File No. 333-189841) and incorporated herein by reference).
- 4.5 Form of Restricted Share Unit Award Agreement for the 2013 Omnibus Plan (previously filed on July 25, 2013 as Exhibit 10.6 to the Registrant's Registration Statement on Form S-1 (File No. 333-189841) and incorporated herein by reference).
- 4.6 Form of Incentive Stock Option Award Agreement for the 2013 Omnibus Plan.
- 4.7 Form of Nonqualified Stock Option Award Agreement for the 2013 Omnibus Plan.
- 4.8 Form of Incentive Stock Option Award Agreement for the 2008 Stock Option Plan.
- 4.9 Form of Nonqualified Stock Option Award Agreement for the 2008 Stock Option Plan.
- 4.10 Form of Non-Statutory Stock Option Award Agreement for the 2008 Non-Statutory Stock Option Plan.
- 5.1 Opinion of Paul Hastings LLP.
- 23.1 Consent of Grant Thornton LLP, Independent Registered Public Accounting Firm.
- 23.2 Consent of Paul Hastings LLP is contained in Exhibit 5.1 to this Registration Statement.
- 24.1 Power of Attorney is contained on the signature page.

ITEM 9. UNDERTAKINGS.

(a) The 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;

(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; and

(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:

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

(h) 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Scotts Valley, State of California, on November 8, 2013.

Fox Factory Holding Corp.

By: /s/ Larry L. Enterline
Name: Larry L. Enterline
Title: Chief Executive Officer

POWER OF ATTORNEY

K NOW A LL P ERSONS B Y T HESE P RESENTS, that each person whose signature appears below constitutes and appoints Larry L. Enterline, Zvi Glasman and Elias Sabo, and each or any one of them, as his or her true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, 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 any of them, or their or his substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

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

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ Larry L. Enterline</u> Larry L. Enterline	Chief Executive Officer and Director (Principal Executive Officer)	November 8, 2013
<u>/s/ Zvi Glasman</u> Zvi Glasman	Chief Financial Officer (Principal Financial and Accounting Officer)	November 8, 2013
<u>/s/ Elias Sabo</u> Elias Sabo	Director	November 8, 2013
<u>Robert C. Fox, Jr.</u>	Director	
<u>/s/ Dudley Mendenhall</u> Dudley Mendenhall	Director	November 8, 2013
<u>/s/ Carl Nichols</u> Carl Nichols	Director	November 8, 2013
<u>/s/ Joseph Hagin</u> Joseph Hagin	Director	November 8, 2013
<u>/s/ Ted Waitman</u> Ted Waitman	Director	November 8, 2013

EXHIBIT INDEX

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- 24.1 Power of Attorney is contained on the signature page.

**FOX FACTORY HOLDING CORP.
2013 OMNIBUS PLAN**

Incentive Stock Option Award Agreement

THIS INCENTIVE STOCK OPTION AWARD AGREEMENT (this “**Agreement**”) dated _____, 20____ (the “**Grant Date**”), between Fox Factory Holding Corp., a _____ corporation (the “**Company**”), and _____ (the “**Employee**”), provided that the Company may rescind and nullify this Agreement and the award made hereunder if the Employee does not execute this Agreement within twenty-one (21) days after the Grant Date.

1. Grant of Option; Vesting.

(a) Subject to the terms and conditions of this Agreement and the Fox Factory Holding Corp. 2013 Omnibus Plan (as it may be amended and/or restated, the “**Plan**”), the Company hereby grants to the Employee the right and option (this “**Option**”) to purchase all or any part of an aggregate of _____ () shares (the “**Shares**”) of Common Stock, par value \$0.001 per share, of the Company at a price per Share of \$ _____, which shall not be less than one hundred percent (100%) of the Fair Market Value of a Share of the Common Stock of the Company on the Grant Date; and the Option price for Options granted to any Ten Percent Shareholder shall be at least one hundred ten percent (110%) of the Fair Market Value of the Common Stock on the Grant Date (collectively, the “**Exercise Price**”). This Option is intended to qualify as an Incentive Stock Option (“**ISO**”) for purposes of Section 422 of the Code. In the case of any stock split, stock dividend, or like change in the Shares occurring after the date hereof, the number of Shares and the Exercise Price are subject to adjustment as set forth in Section 4(b) of the Plan.

(b) Subject to the terms of this Agreement, this Option shall vest and become exercisable in _____ installments on each of _____.

(c) Except as provided in Section 2 of this Agreement, if the Employee’s employment with the Company terminates for any reason, this Option, to the extent not then vested, shall immediately terminate without consideration.

2. Term. This Option shall terminate on _____, 20____, which shall not exceed ten (10) years from the Grant Date or, in the case of Ten Percent Shareholders, shall not exceed five (5) years from the Grant Date (the “**Option Expiration Date**”); provided that if the Employee’s employment with the Company is terminated due to the Employee’s retirement, death or Disability, or by the Company without Cause, the Employee may exercise, in whole or in part, the portion of this Option which was vested as of such termination until the earlier of (i) ninety (90) days following the date of such employment termination (at which time the Option shall be cancelled) and (ii) the Option Expiration Date. For this purpose, “**Disability**” shall mean the Employee is unable to engage in his profession by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. The Committee

shall certify Disability, after consultation with a qualified medical examiner, and shall determine an Employee's date of termination after taking into account the Employee's position and all applicable laws. As provided for in Section 6(e) of the Plan, if there is a blackout period under the Company's insider trading policy or applicable law (or a Committee-imposed blackout period) that prohibits the buying or selling of shares of common stock during any part of the ten day period before the expiration of this Option based on the termination of Employee's employment or services for the Company, the period for exercising this Option (to the extent vested) shall be extended until ten days beyond when such blackout period ends. Notwithstanding any provision hereof or within the Plan, this Option shall not be exercisable after the expiration date of its original term as set forth herein.

3. Exercise. Subject to Sections 1 and 2 of this Agreement and the terms of the Plan, this Option may be exercised, in whole or in part, in accordance with Section 6 of the Plan, as in effect on the Grant Date. To the extent that the aggregate Fair Market Value of the Shares with respect to Incentive Stock Options plus the incentive stock options granted by any Affiliate are exercisable for the first time by the Employee during any calendar year under all plans of the Company and Affiliates exceeds one hundred thousand dollars (\$100,000), such options shall be treated as Nonqualified Stock Options. For purposes of the preceding sentence, (i) Options shall be taken into account in the order in which they are granted, and (ii) the Fair Market Value of the Shares shall be determined as of the time the Incentive Stock Option or other incentive stock option is granted.

4. Nontransferable. This Option may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment, or similar process. Any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of the Option or of any right or privilege conferred hereby shall be null and void.

5. Withholding. Prior to delivery of the Shares purchased upon exercise of this Option, the Company shall determine the amount of any United States federal, state, and local income tax, if any, which is required to be withheld under applicable law and shall, as a condition of exercise of this Option and delivery of certificates or registration in book-entry form representing the Shares purchased upon exercise of this Option, collect from the Employee the amount of any such tax to the extent not previously withheld. The Employee may satisfy the Employee's withholding obligations in the manner contemplated by Section 14(d) of the Plan.

6. Right of the Employee. Neither this Option, the execution of this Agreement, nor the exercise of any portion of this Option shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

7. Professional Advice. The acceptance and exercise of this Option may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee has been advised to consult his personal legal and tax advisor in connection with this Agreement and this Option.

8. Agreement Subject to the Plan. The Option and this Agreement, as well as the rights and duties of Fox Factory and the Employee under this Agreement, are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. Capitalized terms used herein but not defined shall have the meaning set forth in the Plan. A copy of the Plan previously has been delivered to the Employee. This Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to this Option. In the event of any conflict between the provisions in the Agreement and those of the Plan, the provisions of the Plan shall govern.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without regard to its conflict of laws principles, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors, and assigns of the parties hereto.

10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following address (or at such other address for a party as shall be specified by like notice):

Company :

Fox Factory Holding Corp.

Attention: Compensation Committee

Employee :

Address on file at the office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

11. Disqualifying Dispositions. Employees shall be required to give the Company or any Affiliate notice of any disposition of any ISO prior to the applicable one- and two-year holding periods.

12. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligations of the Company enforceable against the Company in accordance with its terms.

13. Amendment. The rights of the Employee hereunder may not be impaired by any amendment, alteration, suspension, discontinuance, or termination of the Plan or this Agreement without the Employee's consent.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Grant Date first above written.

COMPANY: Fox Factory Holding Corp.

By: _____

Title: _____

EMPLOYEE : Signature: _____

Printed Name: _____

Address: _____

**FOX FACTORY HOLDING CORP.
2013 OMNIBUS PLAN**

Nonqualified Stock Option Award Agreement

THIS NONQUALIFIED STOCK OPTION AWARD AGREEMENT (this “**Agreement**”) dated _____, 20____ (the “**Grant Date**”), between Fox Factory Holding Corp., a _____ corporation (the “**Company**”), and _____ (the “**Employee**”), provided that the Company may rescind and nullify this Agreement and the award made hereunder if the Employee does not execute this Agreement within twenty-one (21) days after the Grant Date.

1. Grant of Option; Vesting.

(a) Subject to the terms and conditions of this Agreement and the Fox Factory Holding Corp. 2013 Omnibus Plan (as it may be amended and/or restated, the “**Plan**”), the Company hereby grants to the Employee the right and option (this “**Option**”) to purchase all or any part of an aggregate of _____ () shares (the “**Shares**”) of Common Stock, par value \$0.001 per share, of the Company at a price per Share of \$ _____, which shall not be less than one hundred percent (100%) of the Fair Market Value of a Share of the Common Stock of the Company on the Grant Date (the “**Exercise Price**”). This Option is **not** intended to qualify as an Incentive Stock Option for purposes of Section 422 of the Code. In the case of any stock split, stock dividend, or like change in the Shares occurring after the date hereof, the number of Shares and the Exercise Price are subject to adjustment as set forth in Section 4(b) of the Plan.

(b) Subject to the terms of this Agreement, this Option shall vest and become exercisable in _____ () installments on each of _____.

(c) Except as provided in Section 2 of this Agreement, if the Employee’s employment with the Company terminates for any reason, this Option, to the extent not then vested, shall immediately terminate without consideration.

2. Term. This Option shall terminate on _____, 20____, (the “**Option Expiration Date**”); provided that if the Employee’s employment with the Company is terminated due to the Employee’s retirement, death or Disability, or by the Company without Cause, the Employee may exercise, in whole or in part, the portion of this Option which was vested as of such termination until the earlier of (i) ninety (90) days following the date of such employment termination (at which time the Option shall be cancelled) and (ii) the Option Expiration Date. For this purpose, “**Disability**” shall mean the Employee is unable to engage in his profession by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. The Committee shall certify Disability, after consultation with a qualified medical examiner, and shall determine an Employee’s date of termination after taking into

account the Employee's position and all applicable laws. As provided for in Section 6(e) of the Plan, if there is a blackout period under the Company's insider trading policy or applicable law (or a Committee-imposed blackout period) that prohibits the buying or selling of shares of common stock during any part of the ten day period before the expiration of this Option based on the termination of Employee's employment or services for the Company, the period for exercising this Option (to the extent vested) shall be extended until ten days beyond when such blackout period ends. Notwithstanding any provision hereof or within the Plan, this Option shall not be exercisable after the expiration date of its original term as set forth herein.

3. Exercise. Subject to Sections 1 and 2 of this Agreement and the terms of the Plan, this Option may be exercised, in whole or in part, in accordance with Section 6 of the Plan, as in effect on the Grant Date.

4. Nontransferable. This Option may not be transferred, assigned, pledged, or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment, or similar process. Any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of the Option or of any right or privilege conferred hereby shall be null and void.

5. Withholding. Prior to delivery of the Shares purchased upon exercise of this Option, the Company shall determine the amount of any United States federal, state, and local income tax, if any, which is required to be withheld under applicable law and shall, as a condition of exercise of this Option and delivery of certificates or registration in book-entry form representing the Shares purchased upon exercise of this Option, collect from the Employee the amount of any such tax to the extent not previously withheld. The Employee may satisfy the Employee's withholding obligations in the manner contemplated by Section 14(d) of the Plan.

6. Right of the Employee. Neither this Option, the execution of this Agreement nor the exercise of any portion of this Option shall confer upon the Employee any right to, or guarantee of, continued employment by the Company, or in any way limit the right of the Company to terminate employment of the Employee at any time, subject to the terms of any written employment or similar agreement between the Company and the Employee.

7. Professional Advice. The acceptance and exercise of this Option may have consequences under federal and state tax and securities laws that may vary depending upon the individual circumstances of the Employee. Accordingly, the Employee acknowledges that the Employee has been advised to consult his personal legal and tax advisor in connection with this Agreement and this Option.

8. Agreement Subject to the Plan. The Option and this Agreement, as well as the rights and duties of Fox Factory and the Employee under this Agreement, are subject to the terms and conditions set forth in the Plan, which terms and conditions are incorporated herein by reference. Capitalized terms used herein but not defined shall have the meaning set forth in the Plan. A copy of the Plan previously has been delivered to the Employee. This Agreement and the Plan constitute the entire understanding between the Company and the Employee with respect to this Option. In the event of any conflict between the provisions in the Agreement and those of the Plan, the provisions of the Plan shall govern.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without regard to its conflict of laws principles, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors, and assigns of the parties hereto.

10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following address (or at such other address for a party as shall be specified by like notice):

Company :

Fox Factory Holding Corp.

Attention: Compensation Committee

Employee :

Address on file at the office of the Company

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

11. Binding Effect. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with its terms.

12. Amendment. The rights of the Employee hereunder may not be impaired by any amendment, alteration, suspension, discontinuance or termination of the Plan or this Agreement without the Employee's consent.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Grant Date first above written.

COMPANY: Fox Factory Holding Corp.

By: _____

Title: _____

EMPLOYEE : Signature: _____

Printed Name: _____

Address: _____

**FOX FACTORY HOLDING CORP.
STOCK OPTION AGREEMENT**

THIS STOCK OPTION AGREEMENT (this “ **Agreement** ”), made as of _____ (the “ **Grant Date** ”) by and between Fox Factory Holding Corp., a Delaware corporation (hereinafter called the “ **Company** ”), and _____ (hereinafter called the “ **Optionee** ”):

The Company has adopted the Fox Factory Holding Corp. 2008 Stock Option Plan (as it may hereafter be amended or otherwise modified and continued, the “ **Plan** ”). The Plan is incorporated herein by reference and made part of this Agreement. Capitalized words not defined herein shall have the same meaning set forth in the Plan, unless the context clearly indicates otherwise.

The Board of Directors of the Company (the “ **Board** ”) or, if established by the Board and charged by the Board with the administration of the Plan pursuant to Section 3 thereof prior to the date hereof, the Compensation Committee of the Board (the “ **Compensation Committee** ”), has determined that it would be to the advantage and interest of the Company to grant the option provided for herein to the Optionee as an inducement to remain in the service of the Company or one of its subsidiaries, and as an incentive for increased efforts during such service.

The parties hereto hereby agree as follows:

1. Pursuant to the Plan, the Company, with the approval of the Board or the Compensation Committee, as applicable, hereby grants to the Optionee as of the date hereof, subject to the terms and conditions hereinafter set forth, an option (the “ **Option** ”) to purchase all or any part of _____ shares of the common stock of the Company, par value \$0.001 per share (the “ **Common Stock** ”), at an option price per share of \$ _____ (the “ **Option Price** ”), which price is not less than the fair market value of a share of Common Stock on the date hereof (or 110% of the fair market value of a share of Common Stock if the Optionee is a 10% Owner (as defined in the Plan)).

2. a. The Option shall continue in force, and shall be exercisable only, through the tenth anniversary of the Grant Date (the “ **Expiration Date** ”), unless sooner terminated as provided herein. Subject to paragraph 2.b., below, the Option shall not be exercisable until (each such date, a “ **Vesting Date** ”) to the extent set forth in the following schedule:

<u>Vesting Date</u>	<u>Percent of Option Exercisable</u>
_____	_____
_____	_____

Once and to the extent vested, the Option shall remain exercisable until terminated in accordance with the terms of this Agreement.

b. Notwithstanding the foregoing, in the event of a Change of Control, this Option shall, to the extent not already vested and exercisable, become fully vested and exercisable with respect to 100% of the shares subject to this Option as of immediately prior to such Change of Control, provided that, to the extent not exercised prior to or contemporaneously

with the consummation of such Change of Control, this Option shall expire and terminate effective upon the consummation of such Change of Control and thereafter be of no further force and effect. The Optionee may satisfy the exercise price of the Option shares exercised in connection with the Change of Control by delivering to the Company securities of the Company, which may include shares obtained through the exercise of the Option, having a fair market value equal to the aggregate exercise price. For purposes of this Agreement, "Change of Control" shall mean (i) the sale, transfer or other disposition (including, without limitation, by merger, consolidation or otherwise) to any "person" (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than the Company, Compass Group Diversified Holdings LLC ("CODI") or any person that directly or indirectly controls, is controlled by, or is under common control with, the Company or CODI, (A) of assets constituting all or substantially all of the assets of either the Company or Fox Factory, Inc. or (B) all of the stock of Fox Factory, Inc., and/or (ii) any merger, consolidation, sale of stock or other business combination that results in the holders of the issued and outstanding voting securities of the Company immediately prior to such transaction beneficially owning or controlling less than a majority of the voting securities of the continuing or surviving entity immediately following such transaction. Notwithstanding the foregoing, a Change of Control will be deemed not to have occurred in the event of an initial public offering of the Company's Common Stock unless the registration statement in respect thereof covers the offer and sale of Common Stock of which the aggregate net proceeds attributable to sales for the account of the Company exceed \$100,000,000. The Company shall notify Optionee of any contemplated Change of Control event at least ten days prior to the consummation thereof.

3. The Option is designated as an incentive stock option ("ISO") pursuant to the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder, provided that, to the extent it does not qualify as an ISO, the Option will remain in effect as a nonqualified stock option.

4. Subject to Section 5, in the event that the Optionee ceases to be an employee of or provider of board or other services to the Company or any subsidiary of the Company prior to the Expiration Date (other than by reason of death or permanent disability), the Option may, subject to the provisions of the Plan, be exercised (to the extent that the Optionee was entitled to do so immediately prior to such termination of employment or other service) at any time (i) within 30 days after termination of employment if such termination was voluntary by the Optionee, but not after the Expiration Date, or (ii) within 45 days after termination of employment if such termination was for any other reason other than by reason of death, permanent disability or Cause, but not after the Expiration Date; provided, however, that if such termination shall have been for Cause (as such term is defined below), the Option and all rights of the Optionee hereunder, to the extent not theretofore exercised, shall forthwith immediately terminate effective as of the date of such termination. Nothing in this Agreement shall confer upon the Optionee any right to continue in the employ or other service of the Company or any subsidiary of the Company or affect the right of the Company or any such subsidiary to terminate his employment or other service at any time. For purposes of this Agreement, "Cause" means, Optionee's (1) breach of any fiduciary duty or legal or material contractual obligation to the Company or any of its subsidiaries; (2) failure to perform satisfactorily such Optionee's material duties to the Company or any of its subsidiaries; (3) gross negligence or engagement in insubordination, willful misconduct, willful violation of any law, fraud, embezzlement, acts of dishonesty or a conflict of interest relating to the affairs of the Company or any of its subsidiaries; (4) conviction of or pleading of *nolo contendere* to any misdemeanor relating to the affairs of the Company or any of its subsidiaries or any felony; or (5) failure to use Optionee's best efforts to promote the interests of the Company or any of its subsidiaries or, except as otherwise agreed upon between Optionee and the Company, to devote Optionee's full business time and efforts to the business and affairs of the Company or any of its subsidiaries.

5. If the Optionee shall:

a. die while employed by or otherwise serving the Company or any subsidiary of the Company, then this Option shall, notwithstanding the schedule set forth in paragraph 2.a, immediately vest as to 100% of the Common Stock subject thereto and may be exercised by the person or persons to whom the Optionee's rights under the Option pass by will or applicable law, or if no such person has such right, by his executors or administrators, at any time within one year after the date of Optionee's death, but not later than the Expiration Date; or

b. become permanently and totally disabled within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended, while employed by or otherwise serving any such company, then this Option shall, notwithstanding the schedule set forth in paragraph 2.a, immediately vest as to 100% of the Common Stock subject thereto and may be exercised as set forth herein by the Optionee at any time within one year after the date of permanent and total disability, but not later than the Expiration Date.

6. a. The Optionee may exercise the Option with respect to all or any part of the shares then purchasable hereunder by giving the Company written notice in substantially the form attached hereto as Exhibit A, as provided in paragraph 10 hereof, of such exercise. Such notice shall specify the number of shares as to which the Option is being exercised and shall be accompanied by payment in full, as provided herein, of an amount equal to the per share exercise price of such shares multiplied by the number of shares as to which the Option is being exercised.

b. Prior to or concurrently with delivery by the Company to the Optionee of a certificate(s) representing such shares acquired through the Option, the Optionee shall, upon notification of the amount due, pay promptly any amount necessary to satisfy applicable federal, state or local tax requirements. The Optionee may satisfy such withholding obligation by delivering to the Company securities of the Company, which may include shares obtained through the exercise of the Option, having a fair market value equal to the withholding obligation (although, in the case of incentive stock options, such use will precipitate a disqualifying disposition in respect of the shares used to satisfy such withholding obligation). In the event such amount is not paid promptly, the Company shall have the right to apply from the purchase price paid any taxes required by law to be withheld by the Company with respect to such payment and the number of shares to be issued by the Company will be reduced accordingly.

c. For purposes of this Agreement, fair market value shall be determined pursuant to Section 12 of the Plan.

7. Notwithstanding any provision contained herein or in any other related document, in the event of a change in the outstanding Common Stock of the Company by reason of a stock dividend, split-up, split-down, reverse split, recapitalization, merger, consolidation, combination or exchange of shares, spin-off, reorganization, liquidation or the like, then the aggregate number of shares and price per share subject to the Option shall be appropriately adjusted by the Board of Directors of the Company, whose determination shall be conclusive.

8. This Option shall, during the Optionee's lifetime, be exercisable only by such Optionee, and neither this Option nor any right hereunder shall be transferable by such Optionee, by operation of law or otherwise, except by will or by the laws of descent and distribution. In the event of any attempt by such Optionee to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or of any right hereunder, except as provided for herein, or in the event of the levy or any attachment, execution or similar process upon the rights or interest hereby conferred, the Company may terminate this Option by notice to such Optionee and it shall thereupon become null and void.

9. Neither the Optionee nor, in the event of such Optionee's death, any person entitled to exercise his rights, shall have any of the rights of a stockholder with respect to the shares subject to the Option unless and until share certificates have been issued and registered in the name of the Optionee or the Optionee's estate, as the case may be.

10. Any notice to the Company provided for in this Agreement shall be addressed to the Company in care of its President, at the Company's principal office, with a copy to: Compass Group Management LLC, 61 Wilton Road, Westport, CT 06880, Attention: Counsel and any notice to the Optionee shall be addressed to him at his address now on file with the Company, or to such other address as either may last have designated to the other by notice as provided herein. Any notice so addressed shall be deemed to be given on the second business day after mailing, by registered or certified mail, at a post office or branch post office within the United States.

11. a. In the event that any question or controversy shall arise with respect to the nature, scope or extent of any one or more rights conferred by this Option, the good faith determination by the Board of Directors or, if established, the Compensation Committee (in either case, as constituted at the time of such determination) of the rights of the Optionee shall be conclusive, final and binding upon the Optionee and upon any other person who shall assert any right pursuant to this Option.

b. Subject to the provisions and references contained herein, this Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein and other than those expressly set forth or referenced herein. However, the provisions of this Agreement shall govern if there is a conflict between or among the provisions of this Agreement and any other agreement or document referenced herein. This Agreement may not be altered, modified or amended except by written instrument signed by the parties hereto.

12. The Compensation Committee shall have authority, subject to the express provisions of the Plan and this Agreement, to establish, amend and rescind rules and regulations relating to the Plan, and to make all other determinations in the judgment of the Compensation Committee necessary or desirable for the administration of the Plan. The Compensation Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in this Stock Option Agreement in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. The Compensation Committee shall have the authority, subject to the provisions of the Plan, to adopt any amendment or modification necessary or desirable to comply with Section 409A of the Internal Revenue Code of 1986, as amended. All actions by the Compensation Committee under the provisions of this paragraph shall be conclusive for all purposes.

13. Notwithstanding any provisions hereof, this Option shall be subject to all of the provisions of the Plan as from time to time in force consistently with the provisions thereof. Any reference to the Compensation Committee herein shall be a reference to the Board of Directors if a Compensation Committee of the Board is not established or, if established, is later dissolved.

14. Optionee shall not be entitled to receive shares upon the exercise of an Option granted pursuant to this Agreement unless and until Optionee has executed and delivered that certain Stockholders' Agreement (or an additional party signature agreement thereto) dated as of January 4, 2008, by and among the Company and its stockholders, as the same may be amended from time to time (the "**Stockholders' Agreement**"). To facilitate the enforcement of the rights and obligations agreed to by the parties to the Stockholders' Agreement, including without limitation, the transfer restrictions and drag-along rights contained therein, all Restricted Stockholders agreed that the Company or its designee shall hold the shares of the Company held by the Restricted Stockholders for the benefit of the respective

Restricted Stockholder. Optionee acknowledges that upon exercise of the Stockholders' Agreement, Option shall be a Restricted Stockholder and, notwithstanding anything in this Agreement to the contrary, immediately following the proper exercise of the Option by Optionee, the Company shall issue in the name of Optionee a certificate or certificates for the shares purchased, to be held by the Company or its designee for the benefit of Optionee in accordance with the Stockholders' Agreement. Optionee agrees to execute and deliver to the Company a stock power for transfer of the shares issued upon proper exercise of the Option, executed in blank and in a form acceptable to the Company and its counsel (the "**Stock Power**"). If Optionee fails to execute and deliver the Stockholders' Agreement or any joinder thereto or the Stock Power within 10 business days after receipt of written notice of such failure from the Company, then his or her Option shall ipso facto lapse and shall thereafter be void and unenforceable.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof.

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IN WITNESS WHEREOF, the parties have caused this Stock Option Agreement to be duly executed as of the date set forth above.

FOX FACTORY HOLDING CORP.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED

_____, Optionee

Date: _____, __

NOTICE OF EXERCISE OF STOCK OPTION

I hereby exercise the option (the "Option") granted to me by Fox Factory Holding Corp. (the "Company"), pursuant to that certain Stock Option Agreement dated as of _____ by and between me and the Company (the "Stock Option Agreement") and notify you of my desire to purchase _____ Shares. Enclosed is my check in the amount of \$ _____, in full payment for such Shares.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Stock Option Agreement.

I understand that, in the event this Option does not qualify as an "incentive stock option" (within the meaning of Section 422 of the Internal Revenue Code) at the time of my exercise, the exercise of this Option may produce taxable wage income subject to withholding. In such event, I agree to promptly pay to the Company in cash such amount as the Company shall reasonably require to satisfy such withholding obligation.

DATE: _____

Optionee

FORM OF
FOX FACTORY HOLDING CORP.
STOCK OPTION AGREEMENT
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THIS STOCK OPTION AGREEMENT (this “**Agreement**”), made as of _____, (the “**Grant Date**”) by and between Fox Factory Holding Corp., a Delaware corporation (hereinafter called the “**Company**”), and _____ (hereinafter called the “**Optionee**”).

The Company has adopted the Fox Factory Holding Corp. 2008 Stock Option Plan (as it may hereafter be amended or otherwise modified and continued, the “**Plan**”). The Plan is incorporated herein by reference and made part of this Agreement. Capitalized words not defined herein shall have the same meaning set forth in the Plan, unless the context clearly indicates otherwise.

The Board of Directors of the Company (the “**Board**”) or, if established by the Board and charged by the Board with the administration of the Plan pursuant to Section 3 thereof prior to the date hereof, the Compensation Committee of the Board (the “**Compensation Committee**”), has determined that it would be to the advantage and interest of the Company to grant the option provided for herein to the Optionee as an inducement to remain in the service of the Company or one of its subsidiaries, and as an incentive for increased efforts during such service.

The parties hereto hereby agree as follows:

1. Pursuant to the Plan, the Company, with the approval of the Board or the Compensation Committee, as applicable, hereby grants to the Optionee as of the date hereof, subject to the terms and conditions hereinafter set forth, an option (the “**Option**”) to purchase all or any part of _____ shares of the common stock of the Company, par value \$0.001 per share (the “**Common Stock**”), at an option price per share of \$ _____ (the “**Option Price**”), which price is not less than the fair market value of a share of Common Stock on the date hereof (or 110% of the fair market value of a share of Common Stock if the Optionee is a 10% Owner (as defined in the Plan)).

2. a. The Option shall continue in force, and shall be exercisable only, through the tenth anniversary of the Grant Date (the “**Expiration Date**”), unless sooner terminated as provided herein. Subject to paragraph 2.b., below, the Option shall be exercisable only on the dates (each such date, a “**Vesting Date**”) and to the extent set forth in the following schedule:

<u>Vesting Date</u>	<u>Percent of Option Exercisable</u>
_____	_____
_____	_____

Once and to the extent vested, the Option shall remain exercisable until terminated in accordance with the terms of this Agreement.

b. Notwithstanding the foregoing, in the event of a Change of Control, this Option shall, to the extent not already vested and exercisable, become fully vested and exercisable with respect to 100% of the shares subject to this Option as of immediately prior to such Change of Control, provided that, to the extent not exercised prior to or contemporaneously with the consummation of such Change of Control, this Option shall expire and terminate effective upon the consummation of such Change of Control and thereafter be of no further force and effect.

The Optionee may satisfy the exercise price of the Option shares exercised in connection with the Change of Control by delivering to the Company securities of the Company, which may include shares obtained through the exercise of the Option, having a fair market value equal to the aggregate exercise price. For purposes of this Agreement, "Change of Control" shall mean (i) the sale, transfer or other disposition (including, without limitation, by merger, consolidation or otherwise) to any "person" (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than the Company, Compass Group Diversified Holdings LLC ("CODI") or any person that directly or indirectly controls, is controlled by, or is under common control with, the Company or CODI, (A) of assets constituting all or substantially all of the assets of either the Company or Fox Factory, Inc. or (B) all of the stock of Fox Factory, Inc., and/or (ii) any merger, consolidation, sale of stock or other business combination that results in the holders of the issued and outstanding voting securities of the Company immediately prior to such transaction beneficially owning or controlling less than a majority of the voting securities of the continuing or surviving entity immediately following such transaction. Notwithstanding the foregoing, a Change of Control will be deemed not to have occurred in the event of an initial public offering of the Company's Common Stock unless the registration statement in respect thereof covers the offer and sale of Common Stock of which the aggregate net proceeds attributable to sales for the account of the Company exceed \$100,000,000. The Company shall notify Optionee of any contemplated Change of Control event at least ten days prior to the consummation thereof.

3. The Option is designated as a nonqualified stock option.

4. Subject to Section 5, in the event that the Optionee ceases to be an employee of or provider of board or other services to the Company or any subsidiary of the Company prior to the Expiration Date (other than by reason of death or permanent disability), the Option may, subject to the provisions of the Plan, be exercised (to the extent that the Optionee was entitled to do so immediately prior to such termination of employment or other service) at any time (i) within 30 days after termination of employment if such termination was voluntary by the Optionee, but not after the Expiration Date, or (ii) within 45 days after termination of employment if such termination was for any other reason other than by reason of death, permanent disability or Cause, but not after the Expiration Date; provided, however, that if such termination shall have been for Cause (as such term is defined below), the Option and all rights of the Optionee hereunder, to the extent not theretofore exercised, shall forthwith immediately terminate effective as of the date of such termination. Nothing in this Agreement shall confer upon the Optionee any right to continue in the employ or other service of the Company or any subsidiary of the Company or affect the right of the Company or any such subsidiary to terminate his employment or other service at any time. For purposes of this Agreement, "Cause" means (A) the meaning specified in the employment agreement between the Optionee and the Company and/or its subsidiaries, or (B) if there is no such employment agreement (or if no such meaning is specified therein), Optionee's (1) breach of any fiduciary duty or legal or material contractual obligation to the Company or any of its subsidiaries; (2) failure to perform satisfactorily such Optionee's material duties to the Company or any of its subsidiaries; (3) gross negligence or engagement in insubordination, willful misconduct, willful violation of any law, fraud, embezzlement, acts of dishonesty or a conflict of interest relating to the affairs of the Company or any of its subsidiaries; (4) conviction of or pleading of nolo contendere to any misdemeanor relating to the affairs of the Company or any of its subsidiaries or any felony; or (5) failure to use Optionee's best efforts to promote the interests of the Company or any of its subsidiaries or, except as otherwise agreed upon between Optionee and the Company, to devote Optionee's full business time and efforts to the business and affairs of the Company or any of its subsidiaries. For purposes of clarification, if the Option is not exercised within the 30 and 45 day periods set forth above, the Option and all rights of the Optionee hereunder shall immediately terminate following the expiration of such time periods.

5. If the Optionee shall:

a. die while employed by or otherwise serving the Company or any subsidiary of the Company, then this Option shall, notwithstanding the schedule set forth in paragraph 2.a, immediately vest as to 100% of the Common Stock subject thereto and may be exercised by the person or persons to whom the Optionee's rights under the Option pass by will or applicable law, or if no such person has such right, by his executors or administrators, at any time within one year after the date of Optionee's death, but not later than the Expiration Date; or

b. become permanently and totally disabled within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended, while employed by or otherwise serving any such company, then this Option shall, notwithstanding the schedule set forth in paragraph 2.a, immediately vest as to 100% of the Common Stock subject thereto and may be exercised as set forth herein by the Optionee at any time within one year after the date of permanent and total disability, but not later than the Expiration Date.

6. a. The Optionee may exercise the Option with respect to all or any part of the shares then purchasable hereunder by giving the Company written notice in substantially the form attached hereto as Exhibit A, as provided in paragraph 10 hereof, of such exercise. Such notice shall specify the number of shares as to which the Option is being exercised and shall be accompanied by payment in full, as provided herein, of an amount equal to the per share exercise price of such shares multiplied by the number of shares as to which the Option is being exercised.

b. Prior to or concurrently with delivery by the Company to the Optionee of a certificate(s) representing such shares acquired through the Option, the Optionee shall, upon notification of the amount due, pay promptly any amount necessary to satisfy applicable federal, state or local tax requirements. The Optionee may satisfy such withholding obligation by delivering to the Company securities of the Company, which may include shares obtained through the exercise of the Option, having a fair market value equal to the withholding obligation (although, in the case of incentive stock options, such use will precipitate a disqualifying disposition in respect of the shares used to satisfy such withholding obligation). In the event such amount is not paid promptly, the Company shall have the right to apply from the purchase price paid any taxes required by law to be withheld by the Company with respect to such payment and the number of shares to be issued by the Company will be reduced accordingly.

c. For purposes of this Agreement, fair market value shall be determined pursuant to Section 12 of the Plan.

7. Notwithstanding any provision contained herein or in any other related document, in the event of a change in the outstanding Common Stock of the Company by reason of a stock dividend, split-up, split-down, reverse split, recapitalization, merger, consolidation, combination or exchange of shares, spin-off, reorganization, liquidation or the like, then the aggregate number of shares and price per share subject to the Option shall be appropriately adjusted by the Board of Directors of the Company, whose determination shall be conclusive.

8. This Option shall, during the Optionee's lifetime, be exercisable only by such Optionee, and neither this Option nor any right hereunder shall be transferable by such Optionee, by operation of law or otherwise, except by will or by the laws of descent and distribution. In the event of any attempt by such Optionee to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or of any right hereunder, except as provided for herein, or in the event of the levy or any attachment, execution or similar process upon the rights or interest hereby conferred, the Company may terminate this Option by notice to such Optionee and it shall thereupon become null and void.

9. Neither the Optionee nor, in the event of such Optionee's death, any person entitled to exercise his rights, shall have any of the rights of a stockholder with respect to the shares subject to the Option unless and until share certificates have been issued and registered in the name of the Optionee or the Optionee's estate, as the case may be.

10. Any notice to the Company provided for in this Agreement shall be addressed to the Company in care of its President, at the Company's principal office, with a copy to: Compass Group Management LLC, 61 Wilton Road, Westport, CT 06880, Attention: Counsel and any notice to the Optionee shall be addressed to him at his address now on file with the Company, or to such other address as either may last have designated to the other by notice as provided herein. Any notice so addressed shall be deemed to be given on the second business day after mailing, by registered or certified mail, at a post office or branch post office within the United States.

11. a. In the event that any question or controversy shall arise with respect to the nature, scope or extent of any one or more rights conferred by this Option, the good faith determination by the Board of Directors or, if established, the Compensation Committee (in either case, as constituted at the time of such determination) of the rights of the Optionee shall be conclusive, final and binding upon the Optionee and upon any other person who shall assert any right pursuant to this Option.

b. Subject to the provisions and references contained herein, this Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein and other than those expressly set forth or referenced herein. However, the provisions of this Agreement shall govern if there is a conflict between or among the provisions of this Agreement and any other agreement or document referenced herein. This Agreement may not be altered, modified or amended except by written instrument signed by the parties hereto.

12. The Compensation Committee shall have authority, subject to the express provisions of the Plan and this Agreement, to establish, amend and rescind rules and regulations relating to the Plan, and to make all other determinations in the judgment of the Compensation Committee necessary or desirable for the administration of the Plan. The Compensation Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in this Stock Option Agreement in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. The Compensation Committee shall have the authority, subject to the provisions of the Plan, to adopt any amendment or modification necessary or desirable to comply with Section 409A of the Internal Revenue Code of 1986, as amended. All actions by the Compensation Committee under the provisions of this paragraph shall be conclusive for all purposes.

13. Notwithstanding any provisions hereof, this Option shall be subject to all of the provisions of the Plan as from time to time in force consistently with the provisions thereof. Any reference to the Compensation Committee herein shall be a reference to the Board of Directors if a Compensation Committee of the Board is not established or, if established, is later dissolved.

14. Optionee shall not be entitled to receive shares upon the exercise of an Option granted pursuant to this Agreement unless and until Optionee has executed and delivered that certain Stockholders' Agreement (or an additional party signature agreement thereto) dated as of January 4, 2008, by and among the Company and its stockholders, as the same may be amended from time to time (the "**Stockholders' Agreement**"). To facilitate the enforcement of the rights and obligations agreed to by the parties to the Stockholders' Agreement, including without limitation, the transfer restrictions and drag-along rights contained therein, all Restricted Stockholders agreed that the Company or its designee shall hold the shares of the Company held by the Restricted Stockholders for the benefit of the respective

Restricted Stockholder. Optionee acknowledges that upon exercise of the Stockholders' Agreement, Option shall be a Restricted Stockholder and, notwithstanding anything in this Agreement to the contrary, immediately following the proper exercise of the Option by Optionee, the Company shall issue in the name of Optionee a certificate or certificates for the shares purchased, to be held by the Company or its designee for the benefit of Optionee in accordance with the Stockholders' Agreement. Optionee agrees to execute and deliver to the Company a stock power for transfer of the shares issued upon proper exercise of the Option, executed in blank and in a form acceptable to the Company and its counsel (the "**Stock Power**"). If Optionee fails to execute and deliver the Stockholders' Agreement or any joinder thereto or the Stock Power within 10 business days after receipt of written notice of such failure from the Company, then his or her Option shall ipso facto lapse and shall thereafter be void and unenforceable.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Stock Option Agreement to be duly executed as of the date set forth above.

FOX FACTORY HOLDING CORP.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED

Optionee
Printed Name: _____

Date: _____

NOTICE OF EXERCISE OF STOCK OPTION

I hereby exercise the option (the "Option") granted to me by Fox Factory Holding Corp. (the "Company"), pursuant to that certain Stock Option Agreement dated as of _____ by and between me and the Company (the "Stock Option Agreement") and notify you of my desire to purchase _____ Shares. Enclosed is my check in the amount of \$ _____, in full payment for such Shares.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Stock Option Agreement.

I understand that, in the event this Option does not qualify as an "incentive stock option" (within the meaning of Section 422 of the Internal Revenue Code) at the time of my exercise, the exercise of this Option may produce taxable wage income subject to withholding. In such event, I agree to promptly pay to the Company in cash such amount as the Company shall reasonably require to satisfy such withholding obligation.

DATE: _____

Optionee

**FOX FACTORY HOLDING CORP.
NON-STATUTORY STOCK OPTION AGREEMENT**

THIS NON-STATUTORY STOCK OPTION AGREEMENT (this “**Agreement**”), made as of _____ (the “**Grant Date**”) by and between Fox Factory Holding Corp., a Delaware corporation (hereinafter called the “**Company**”), and _____ (hereinafter called the “**Optionee**”).

The Company has adopted the Fox Factory Holding Corp. 2008 Non-Statutory Stock Option Plan dated May 6, 2008 (as it may hereafter be amended or otherwise modified and continued, the “**Plan**”). The Plan is incorporated herein by reference and made part of this Agreement. Capitalized words not defined herein shall have the same meaning set forth in the Plan, unless the context clearly indicates otherwise.

The Board of Directors of the Company (the “**Board**”) or, if established by the Board and charged by the Board with the administration of the Plan pursuant to Section 3 thereof prior to the date hereof, the Compensation Committee of the Board (the “**Compensation Committee**”), has determined that it would be to the advantage and interest of the Company to grant the option provided for herein to the Optionee as an inducement to remain in the service of the Company or one of its subsidiaries, and as an incentive for increased efforts during such service.

The parties hereto hereby agree as follows:

1. Pursuant to the Plan, the Company, with the approval of the Board or the Compensation Committee, as applicable, hereby grants to the Optionee as of the date hereof, subject to the terms and conditions hereinafter set forth, an option (the “**Option**”) to purchase all or any part of _____ shares of the common stock of the Company, par value \$0.001 per share (the “**Common Stock**”), at an option price per share of \$ _____ (the “**Option Price**”), which price is not less than the fair market value of a share of Common Stock on the date hereof.

2. a. The Option shall continue in force, and shall be exercisable only, through the tenth anniversary of the Grant Date (the “**Expiration Date**”), unless sooner terminated as provided herein. The Option shall not be exercisable until _____ (“**Vesting Date**”). Once and to the extent vested, the Option shall remain exercisable until terminated in accordance with the terms of this Agreement.

b. In the event of a Change of Control, if the successor corporation or parent thereof does not assume the Options, the Plan and each Option outstanding under the Plan at the time of such Change of Control shall terminate and cease to be outstanding. If this Option is assumed in connection with a Change of Control, then this Option shall continue to vest in accordance with its original vesting schedule and shall be appropriately adjusted, immediately after such Change of Control, to apply to the number and class of securities which would have been issuable to Optionee in consummation of such Change of Control had the Option been exercised immediately prior to such Change of Control, and appropriate adjustments shall also be made to (i) the number and class of securities available for issuance under the Plan following the consummation of such Change of Control and (ii) the Option Price. For purposes of this Agreement, “Change of Control” shall mean (i) the sale, transfer or other disposition (including, without limitation, by merger, consolidation or otherwise) to any “person” (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than the Company, Compass Group Diversified Holdings LLC (“**CODI**”) or any person that directly or indirectly controls, is controlled by, or is under common control with, the Company or CODI, (A) of assets constituting all or substantially all of the assets of either the Company or Fox Factory, Inc. or (B) all of the stock of Fox Factory, Inc.,

and/or (ii) any merger, consolidation, sale of stock or other business combination that results in the holders of the issued and outstanding voting securities of the Company immediately prior to such transaction beneficially owning or controlling less than a majority of the voting securities of the continuing or surviving entity immediately following such transaction. Notwithstanding the foregoing, a Change of Control will be deemed not to have occurred in the event of an initial public offering of the Company's Common Stock unless the registration statement in respect thereof covers the offer and sale of Common Stock of which the aggregate net proceeds attributable to sales for the account of the Company exceed \$100,000,000.

3. The Option is designated as a nonqualified stock option under the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder.

4. Subject to Section 5, in the event that the Optionee ceases to be an employee of or provider of board or other services to the Company or any subsidiary of the Company prior to the Expiration Date (other than by reason of death or permanent disability), the Option may, subject to the provisions of the Plan, be exercised (to the extent that the Optionee was entitled to do so immediately prior to such termination of employment or other service) at any time (i) within 30 days after termination of employment if such termination was voluntary by the Optionee, but not after the Expiration Date, or (ii) within 45 days after termination of employment if such termination was for any other reason other than by reason of death, permanent disability or Cause, but not after the Expiration Date; provided, however, that if such termination shall have been for Cause (as such term is defined below), the Option and all rights of the Optionee hereunder, to the extent not theretofore exercised, shall forthwith immediately terminate effective as of the date of such termination. Nothing in this Agreement shall confer upon the Optionee any right to continue in the employ or other service of the Company or any subsidiary of the Company or affect the right of the Company or any such subsidiary to terminate his employment or other service at any time. For purposes of this Agreement, "Cause" means (A) the meaning specified in the employment agreement between the Optionee and the Company and/or its subsidiaries, or (B) if there is no such employment agreement (or if no such meaning is specified therein), Optionee's (1) breach of any fiduciary duty or legal or material contractual obligation to the Company or any of its subsidiaries; (2) failure to perform satisfactorily such Optionee's material duties to the Company or any of its subsidiaries; (3) gross negligence or engagement in insubordination, willful misconduct, willful violation of any law, fraud, embezzlement, acts of dishonesty or a conflict of interest relating to the affairs of the Company or any of its subsidiaries; (4) conviction of or pleading of nolo contendere to any misdemeanor relating to the affairs of the Company or any of its subsidiaries or any felony; or (5) failure to use Optionee's best efforts to promote the interests of the Company or any of its subsidiaries or, except as otherwise agreed upon between Optionee and the Company, to devote Optionee's full business time and efforts to the business and affairs of the Company or any of its subsidiaries.

5. If the Optionee shall:

a. die while employed by or otherwise serving the Company or any subsidiary of the Company, then this Option shall, notwithstanding the schedule set forth in paragraph 2.a, immediately vest as to 100% of the Common Stock subject thereto and may be exercised by the person or persons to whom the Optionee's rights under the Option pass by will or applicable law, or if no such person has such right, by his executors or administrators, at any time within one year after the date of Optionee's death, but not later than the Expiration Date; or

b. become permanently and totally disabled within the meaning of Section 22(e)(3) of the Code, while employed by or otherwise serving any such company, then this Option shall, notwithstanding the schedule set forth in paragraph 2.a, immediately vest as to 100% of the Common Stock subject thereto and may be exercised as set forth herein by the Optionee at any time within one year after the date of permanent and total disability, but not later than the Expiration Date.

6. a. The Optionee may exercise the Option with respect to all or any part of the shares then purchasable hereunder by giving the Company written notice in substantially the form attached hereto as Exhibit A, as provided in paragraph 10 hereof, of such exercise. Such notice shall specify the number of shares as to which the Option is being exercised and shall be accompanied by payment in full, as provided herein, of an amount equal to the per share exercise price of such shares multiplied by the number of shares as to which the Option is being exercised.

b. Prior to or concurrently with delivery by the Company to the Optionee of a certificate(s) representing such shares acquired through the Option, the Optionee shall, upon notification of the amount due, pay promptly any amount necessary to satisfy applicable federal, state or local tax requirements. The Optionee may satisfy such withholding obligation by delivering to the Company securities of the Company, which may include shares obtained through the exercise of the Option, having a fair market value equal to the withholding obligation. In the event such amount is not paid promptly, the Company shall have the right to apply from the purchase price paid any taxes required by law to be withheld by the Company with respect to such payment and the number of shares to be issued by the Company will be reduced accordingly.

c. For purposes of this Agreement, fair market value shall be determined pursuant to Section 12 of the Plan.

7. Notwithstanding any provision contained herein or in any other related document, in the event of a change in the outstanding Common Stock of the Company by reason of a stock dividend, split-up, split-down, reverse split, recapitalization, merger, consolidation, combination or exchange of shares, spin-off, reorganization, liquidation or the like, then the aggregate number of shares and price per share subject to the Option shall be appropriately adjusted by the Board of Directors of the Company, whose determination shall be conclusive.

8. This Option shall, during the Optionee's lifetime, be exercisable only by such Optionee, and neither this Option nor any right hereunder shall be transferable by such Optionee, by operation of law or otherwise, except by will or by the laws of descent and distribution. In the event of any attempt by such Optionee to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or of any right hereunder, except as provided for herein, or in the event of the levy or any attachment, execution or similar process upon the rights or interest hereby conferred, the Company may terminate this Option by notice to such Optionee and it shall thereupon become null and void.

9. Neither the Optionee nor, in the event of such Optionee's death, any person entitled to exercise his rights, shall have any of the rights of a stockholder with respect to the shares subject to the Option unless and until share certificates have been issued and registered in the name of the Optionee or the Optionee's estate, as the case may be.

10. Any notice to the Company provided for in this Agreement shall be addressed to the Company in care of its President, at the Company's principal office, with a copy to: Compass Group Management LLC, 61 Wilton Road, Westport, CT 06880, Attention: Counsel and any notice to the Optionee shall be addressed to him at his address now on file with the Company, or to such other address as either may last have designated to the other by notice as provided herein. Any notice so addressed shall be deemed to be given on the second business day after mailing, by registered or certified mail, at a post office or branch post office within the United States.

11. a. In the event that any question or controversy shall arise with respect to the nature, scope or extent of any one or more rights conferred by this Option, the good faith determination by

the Board of Directors or, if established, the Compensation Committee (in either case, as constituted at the time of such determination) of the rights of the Optionee shall be conclusive, final and binding upon the Optionee and upon any other person who shall assert any right pursuant to this Option.

b. Subject to the provisions and references contained herein, this Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreement, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein and other than those expressly set forth or referenced herein. However, the provisions of this Agreement shall govern if there is a conflict between or among the provisions of this Agreement and any other agreement or document referenced herein. This Agreement may not be altered, modified or amended except by written instrument signed by the parties hereto.

12. The Compensation Committee shall have authority, subject to the express provisions of the Plan and this Agreement, to establish, amend and rescind rules and regulations relating to the Plan, and to make all other determinations in the judgment of the Compensation Committee necessary or desirable for the administration of the Plan. The Compensation Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in this Stock Option Agreement in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. The Compensation Committee shall have the authority, subject to the provisions of the Plan, to adopt any amendment or modification necessary or desirable to comply with Section 409A of the Code. All actions by the Compensation Committee under the provisions of this paragraph shall be conclusive for all purposes.

13. Notwithstanding any provisions hereof, this Option shall be subject to all of the provisions of the Plan as from time to time in force consistently with the provisions thereof. Any reference to the Compensation Committee herein shall be a reference to the Board of Directors if a Compensation Committee of the Board is not established or, if established, is later dissolved.

14. Optionee shall not be entitled to receive shares upon the exercise of an Option granted pursuant to this Agreement unless and until Optionee has executed and delivered that certain Stockholders' Agreement (or an additional party signature age thereto) dated as of January 4, 2008, by and among the Company and its stockholders, as the same may be amended from time to time (the "**Stockholders' Agreement**"). To facilitate the enforcement of the rights and obligations agreed to by the parties to the Stockholders' Agreement, including without limitation, the transfer restrictions and drag-along rights contained therein, all Restricted Stockholders agreed that the Company or its designee shall hold the shares of the Company held by the Restricted Stockholders for the benefit of the respective Restricted Stockholder. Optionee acknowledges that upon exercise of the Stockholders' Agreement, Option shall be a Restricted Stockholder and, notwithstanding anything in this Agreement to the contrary, immediately following the proper exercise of the Option by Optionee, the Company shall issue in the name of Optionee a certificate or certificates for the shares purchased, to be held by the Company or its designee for the benefit of Optionee in accordance with the Stockholders' Agreement. Optionee agrees to execute and deliver to the Company a stock power for transfer of the shares issued upon proper exercise of the Option, executed in blank and in a form acceptable to the Company and its counsel (the "**Stock Power**"). If Optionee fails to execute and deliver the Stockholders' Agreement or any joinder thereto or the Stock Power within 10 business days after receipt of written notice of such failure from the Company, then his or her Option shall ipso facto lapse and shall thereafter be void and unenforceable.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof.

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IN WITNESS WHEREOF, the parties have caused this Non-Statutory Stock Option Agreement to be duly executed as of the date set forth above.

FOX FACTORY HOLDING CORP.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED

_____, Optionee

Date: _____, ____

NOTICE OF EXERCISE OF NON-STATUTORY STOCK OPTION

I hereby exercise the option (the "Option") granted to me by Fox Factory Holding Corp. (the "Company"), pursuant to that certain Non-Statutory Stock Option Agreement dated as of _____ by and between me and the Company (the "Stock Option Agreement") and notify you of my desire to purchase _____ Shares. Enclosed is my check in the amount of \$ _____, in full payment for such Shares.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Stock Option Agreement.

I understand that, this Option does not qualify as an "incentive stock option" (within the meaning of Section 422 of the Internal Revenue Code) and, at the time of my exercise, the exercise of this Option may produce taxable wage income subject to withholding. In such event, I agree to promptly pay to the Company in cash such amount as the Company shall reasonably require to satisfy such withholding obligation.

DATE: _____

Optionee

PAUL HASTINGS

November 8, 2013

77210.00005

Fox Factory Holding Corp.
915 Disc Drive
Scotts Valley, CA 95066

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Fox Factory Holding Corp., a Delaware corporation (the “*Company*”), in connection with the registration statement on Form S-8 to be filed by the Company with the U.S. Securities and Exchange Commission (the “*Commission*”) on or about the date hereof (the “*Registration Statement*”) to effect registration under the Securities Act of 1933, as amended (the “*Securities Act*”), of an aggregate of 6,142,884 shares (the “*Shares*”) of the Company’s common stock, \$0.001 par value per share (“*Common Stock*”), comprised of: (i) 2,147,007 shares of Common Stock issuable upon the exercise of outstanding options granted by the Company pursuant to the Company’s 2008 Stock Option Plan, as amended (the “*2008 Plan*”); (ii) 364,168 shares of Common Stock issuable upon exercise of outstanding options granted under the Company’s 2008 Non-Statutory Stock Option Plan, as amended (the “*2008 NSO Plan*”); and (iii) 3,631,709 shares of Common Stock issuable upon the vesting and exercise of awards to be granted by the Company pursuant to the Company’s 2013 Omnibus Plan (the “*2013 Plan*”, and, together with the 2008 Plan and the 2008 NSO Plan, the “*Plans*”).

As such counsel and for purposes of our opinion set forth below, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of such documents, resolutions, certificates and other instruments of the Company and corporate records furnished to us by the Company, and have reviewed certificates of public officials, statutes, records and such other instruments and documents as we have deemed necessary or appropriate as a basis for the opinion set forth below, including, without limitation:

- (i) the Registration Statement;
- (ii) the Amended and Restated Certificate of Incorporation of the Company, certified on November 5, 2013 by the Office of the Secretary of State of the State of Delaware;
- (iii) the Amended and Restated Bylaws of the Company as presently in effect, as certified by an officer of the Company on November 8, 2013;
- (iv) the Plans and the forms of award agreements related thereto that were attached as exhibits to the Registration Statement or otherwise incorporated by reference into the exhibits of the Registration Statement;
- (v) a certificate, dated as of November 4, 2013, from the Office of the Secretary of State of the State of Delaware, as to the existence and good standing of the Company in the State of Delaware (the “*Good Standing Certificate*”); and
- (vi) the resolutions adopted by the board of directors of the Company and by the stockholders of the Company regarding the Plans and other matters related thereto as certified to us by an officer of the Company.

Fox Factory Holding Corp.
November 8, 2013
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In addition to the foregoing, we have made such investigations of law as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

In such examination and in rendering the opinion expressed below, we have assumed, without independent investigation or verification: (i) the genuineness of all signatures on all agreements, instruments, corporate records, certificates and other documents submitted to us; (ii) the authenticity and completeness of all agreements, instruments, corporate records, certificates and other documents submitted to us as originals; (iii) that all agreements, instruments, corporate records, certificates and other documents submitted to us as certified, electronic, facsimile, conformed, photostatic or other copies conform to originals thereof, and that such originals are authentic and complete; (iv) the legal capacity and authority of all persons or entities (other than the Company) executing all agreements, instruments, corporate records, certificates and other documents submitted to us; (v) the due authorization, execution and delivery of all agreements, instruments, corporate records, certificates and other documents by all parties thereto (other than the Company); (vi) that no documents submitted to us have been amended or terminated orally or in writing except as has been disclosed to us in writing; (vii) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Company and other persons on which we have relied for the purposes of this opinion letter are true and correct; (viii) that there has not been any change in the good standing status of the Company from that reported in the Good Standing Certificate; and (ix) that each of the officers and directors of the Company has properly exercised his or her fiduciary duties. As to all questions of fact material to this opinion letter, and as to the materiality of any fact or other matter referred to herein, we have relied (without independent investigation or verification) upon representations and certificates or comparable documents of officers and representatives of the Company. Our knowledge of the Company and its legal and other affairs is limited by the scope of our engagement, which scope includes the delivery of this opinion letter. We do not represent the Company with respect to all legal matters or issues. The Company may employ other independent counsel and, to our knowledge, handles certain legal matters and issues without the assistance of independent counsel. We have also assumed that the individual issuances, grants or awards under the Plans will be duly authorized by all necessary corporate action of the Company and duly issued, granted or awarded and exercised in accordance with the requirements of law and the Plans (and the agreements and awards duly adopted thereunder and in accordance therewith).

Based upon the foregoing, and in reliance thereon, and subject to the assumptions, limitations, qualifications and exceptions set forth herein, we are of the opinion that the Shares are duly authorized and, when issued and sold as described in the Registration Statement and in accordance with the Plans and the applicable award agreements thereunder (including the receipt by the Company of the full consideration therefor), will be validly issued, fully paid and nonassessable.

Without limiting any of the other limitations, exceptions and qualifications stated elsewhere herein, we express no opinion with regard to the applicability or effect of the laws of any jurisdiction other than the General Corporation Law of the State of Delaware as in effect on the date of this opinion letter.

This opinion letter deals only with the specified legal issues expressly addressed herein, and you should not infer any opinion that is not explicitly stated herein from any matter addressed in this opinion letter.

This opinion letter is rendered solely to you in connection with the issuance and delivery of the Shares as described in the Registration Statement and in accordance with the terms of the Plans and the applicable award agreements thereunder. This opinion letter is rendered to you as of the date hereof, and we assume no obligation to advise you or any other person with regard to any change after the date hereof in

PAUL
HASTINGS

Fox Factory Holding Corp.
November 8, 2013
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the circumstances or the law that may bear on the matters set forth herein even if the change may affect the legal analysis or a legal conclusion or other matters in this opinion letter.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules or regulations of the Commission thereunder.

Very truly yours,

/s/ Paul Hastings LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated May 13, 2013, with respect to the consolidated financial statements of Fox Factory Holding Corp. contained in the Prospectus (File No. 333-189841), filed on August 8, 2013, which is incorporated by reference in this Registration Statement on Form S-8. We consent to the incorporation by reference of the aforementioned report in this Registration Statement on Form S-8, and to the use of our name as it appears under the caption "Experts" in such Prospectus.

/s/ Grant Thornton LLP

San Jose, California

November 7, 2013