

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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FILER

SpartanNash Co

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SIC: **5141** Groceries, general line

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

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

SpartanNash Company

(Exact Name of Registrant as Specified in Its Charter)

Michigan

(State or Other Jurisdiction of
Incorporation or Organization)

38-0593940

(I.R.S. Employer
Identification Number)

850 76th Street, S.W.

P.O. Box 8700

Grand Rapids, Michigan

(Address of Principal Executive Offices)

49518-8700

(Zip Code)

**SPARTANNASH COMPANY
ASSOCIATE STOCK PURCHASE PLAN OF 2022**

(Full title of the plan)

Ileana McAlary

Senior Vice President, Chief Legal Officer

SpartanNash Company

850 76th Street, S.W.

P.O. Box 8700

Grand Rapids, Michigan 49518-8700

(616) 878-2000

(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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



PART I.

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

All information required by Part I to be contained in the prospectus is omitted from this Registration Statement in accordance with the explanatory note to Part I of Form S-8 and Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”). This Registration Statement on Form S-8 is filed by SpartanNash Company (the “Registrant”) regarding the SpartanNash Company Associate Stock Purchase Plan of 2022 (the “Plan”). Documents containing the information required by Part I of the Registration Statement will be sent or given to Plan participants as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference in this Registration Statement the following documents and information previously filed with the Securities and Exchange Commission (the “Commission”):

1. [The Registrant’s Annual Report on Form 10-K for the fiscal year ended January 1, 2022, filed with the Commission on March 2 2022;](#)
2. [The Registrant’s Quarterly Report on Form 10-Q for the quarter ended April 23, 2022, filed with the Commission on June 2, 2022;](#)
3. The Registrant’s Current Reports on Form 8-K, filed with the Commission on [February 7, 2022](#), [April 15, 2022](#), [May 2, 2022](#), [May 16, 2022](#), [May 31, 2022](#), [June 9, 2022](#) and [June 15, 2022](#);
4. [The description of the Registrant’s Common Stock contained in the Registrant’s registration statement on Form S-4 filed on August 20, 2013, as amended on September 25, 2013 and October 10, 2013, including any subsequently filed amendments and reports updating such description, including Exhibit 4.1 to the Registrant’s Annual Report on Form 10-K for the fiscal year ended January 1, 2022.](#)

All documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement 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 hereof from the respective dates of filing of such documents (such documents, and the documents enumerated above, being hereinafter referred to as “Incorporated Documents”).

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Document 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.

Notwithstanding the foregoing, unless specifically stated to the contrary, none of the information disclosed by the Registrant under Items 2.02 or 7.01 of any Current Report on Form 8-K, including the related exhibits under Item 9.01, that the Registrant may from time to time furnish to the Commission will be incorporated by reference into, or otherwise included in, this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Michigan law permits, and Article VI of the Registrant's Restated Articles of Incorporation require, indemnification of the Registrant's directors and executive officers in a variety of circumstances, which may include liabilities under the Securities Act. The Registrant's Restated Articles of Incorporation provide that directors and executive officers shall be indemnified as of right, and shall be entitled to the advancement of expenses, to the fullest extent now or hereafter permitted by law in connection with any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding arising out of their service to the Registrant or one of its subsidiaries, or to another organization at the request of the Registrant or one of its subsidiaries. Persons who are not directors or executive officers of the Registrant may be similarly indemnified in respect of such service to the extent authorized at any time by the Registrant's board of directors. Furthermore, the Registrant's Restated Articles of Incorporation provide that the Registrant may purchase and maintain insurance to protect itself and any such director, officer, or other person against any liability asserted against him or her and incurred by him or her in respect of such service, whether or not the Registrant would have the power to indemnify him or her against such liability by law or under its Restated Articles of Incorporation. Pursuant to this authority, the Registrant maintains such insurance on behalf of its officers and directors.

The Registrant's Bylaws contain extensive provisions concerning indemnification. Among other things, the Registrant's Bylaws provide that the Registrant shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (other than an action by or in the right of the Registrant), whether civil, criminal, administrative, or investigative and whether formal or informal, by reason of the fact that the person is or was a director, officer, employee, or agent of the Registrant or is or was serving at the request of the Registrant as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other entity, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Registrant or its shareholders and, with respect to a criminal action or proceeding, the person had no reasonable cause to believe his or her conduct was unlawful. With respect to actions by or in the right of the Registrant, the Registrant's Bylaws provide that the Registrant shall indemnify any person who was or is a party or is threatened to be made a party to any such proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Registrant or its shareholders; however, indemnification is not allowed with respect to a claim, issue, or matter in which the person shall have been found liable to the Registrant, except to the extent authorized by statute. The Registrant's Bylaws also contain provisions concerning the manner in which the board determines whether a person is entitled to indemnification, the advancement of expenses, other indemnification agreements, insurance and certain definitions and interpretive provisions.

In addition, the Registrant's ability to indemnify its directors and officers or other persons is determined, to an extent, by the Michigan Business Corporations Act, as amended ("MBCA"). The following is a summary of the applicable provisions of the MBCA:

Sections 561 through 571 of the MBCA contain provisions governing the indemnification of directors and officers by Michigan corporations. That statute provides that a corporation has the power to indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

The termination of an action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Indemnification of expenses (including attorneys' fees) and amounts paid in settlement is permitted in derivative actions, except that indemnification is not allowed for any claim, issue or matter in which such person has been found liable to the corporation unless and to the extent that a court decides indemnification is proper. To the extent that a director or officer has been successful on the merits or otherwise in defense of an action, suit or proceeding, or in defense of a claim, issue or matter in the action, suit or proceeding, he or she shall be indemnified against actual and reasonable expenses (including attorneys' fees) incurred by him or her in connection with the action, suit or proceeding, and any action, suit or proceeding brought to enforce the mandatory indemnification provided under the MBCA. The MBCA permits partial indemnification for a portion of expenses (including reasonable attorneys' fees), judgments, penalties, fines and amounts paid in settlement to the extent the person is entitled to indemnification for less than the total amount.

Under the MBCA, a corporation may pay or reimburse the reasonable expenses incurred by a director, officer, employee or agent who is a party or threatened to be made a party to an action, suit or proceeding in advance of final disposition of the proceeding if (i) the person furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct, and (ii) the person furnishes the corporation a written undertaking to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct, which undertaking need not be secured.

The indemnification provisions of the MBCA are not exclusive of the rights to indemnification under a corporation's articles of incorporation or bylaws or by agreement. The indemnification provided for under the MBCA continues as to a person who ceases to be a director, officer, employee or agent.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1	Restated Articles of Incorporation of SpartanNash Company, as amended. Previously filed as an exhibit to the Registrant's Quarterly Report on Form 10-Q for the quarter ended July 15, 2017. Incorporated herein by reference.
4.2	Bylaws of SpartanNash Company, as amended. Previously filed as an exhibit to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2016. Incorporated herein by reference.
5.1*	Legal Opinion of Warner Norcross + Judd LLP
23.1*	Consent of Warner Norcross + Judd LLP (included in the opinion filed as Exhibit 5.1)
23.2*	Consent of Independent Registered Public Accounting Firm
24.1*	Power of Attorney (contained in signature page to this Registration Statement)
99.1*	SpartanNash Company Associate Stock Purchase Plan of 2022.
107*	Filing Fee Table.

* Filed herewith.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

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

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

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

provided, however, that paragraphs (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 the Registration Statement.

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

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

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

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

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 Grand Rapids, State of Michigan, on the 30th day of June, 2022.

SpartanNash Company

By: /s/ Tony B. Sarsam
Name Tony B. Sarsam
Title President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Tony B. Sarsam and Jason Monaco and each of them his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him or her and in his or her name, place and stead, and 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 and any applicable securities exchange or securities self-regulatory body, 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 or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement 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/ Tony B. Sarsam</u> Tony B. Sarsam	President, Chief Executive Officer and Director (Principal Executive Officer)	June 30, 2022
<u>/s/ Jason Monaco</u> Jason Monaco	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	June 30, 2022
<u>/s/ M. Shân Atkins</u> M. Shân Atkins	Director	June 30, 2022
<u>/s/ Douglas A. Hacker</u> Douglas A. Hacker	Chairman of the Board	June 30, 2022
<u>/s/ Matthew M. Mannelly</u> Matthew M. Mannelly	Director	June 30, 2022
<u>/s/ Julien R. Mininberg</u> Julien R. Mininberg	Director	June 30, 2022
<u>/s/ Jaymin B. Patel</u> Jaymin B. Patel	Director	June 30, 2022
<u>/s/ Hawthorne L. Proctor</u> Hawthorne L. Proctor	Director	June 30, 2022
<u>/s/ Pamela S. Puryear</u> Pamela S. Puryear	Director	June 30, 2022
<u>/s/ William R. Voss</u> William R. Voss	Director	June 30, 2022

Warner Norcross + Judd LLP
Attorneys at Law
150 Ottawa Avenue, NW, Suite 1500
Grand Rapids, Michigan 49503

June 30, 2022

SpartanNash Company
850 76th Street, S.W.
P.O. Box 8700
Grand Rapids, Michigan 49518

Re: **Form S-8 Registration Statement**
300,000 Shares of Common Stock, No Par Value

Dear Ladies and Gentlemen:

We are providing this opinion at the request of SpartanNash Company ("SpartanNash") in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of 300,000 shares of SpartanNash common stock, no par value (the "Shares"), issuable under the SpartanNash Company Associate Stock Purchase Plan of 2022 (the "Plan"), under a registration statement on Form S-8 (the "Registration Statement") filed with the Securities and Exchange Commission ("Commission") on or about June 30, 2022.

In connection with this opinion, we have examined SpartanNash's articles of incorporation and bylaws, a certificate provided by the corporate secretary of SpartanNash certifying as to the foregoing documents and certain other matters, a Form 8-K filed by SpartanNash with the Commission on June 15, 2022 reflecting approval of the Plan by SpartanNash's shareholders, SpartanNash's Compensation Committee Charter, and the terms of the Plan. In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of the originals of such copies.

Based upon the foregoing, we are of the opinion that the Shares, when duly registered under the Securities Act and issued and delivered under the Plan, will be validly issued, fully paid, and nonassessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the SEC promulgated thereunder.

This opinion is rendered for the purposes of Part II, Item 8 of Form S-8 and Item 601(b)(5) of Regulation S-K and may not be used, quoted, or referred to or filed for any other purpose without our prior written permission. This opinion, which is limited to the matters specifically referenced in this letter and is further limited to the laws of the State of Michigan, is effective as of the date of this letter. No expansion of our opinion may be made by implication or otherwise.

Warner Norcross + Judd LLP

By /s/ Charlie Goode
Charlie Goode, A Partner

26850951

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated March 2, 2022 relating to the financial statements of SpartanNash Company and Subsidiaries (the “Company”) and the effectiveness of the Company’s internal control over financial reporting appearing in the Annual Report on Form 10-K of the Company for the year ended January 1, 2022.

/s/ DELOITTE & TOUCHE LLP

Grand Rapids, Michigan
June 30, 2022

Associate Stock Purchase Plan of 2022

SECTION 1 PURPOSE OF PLAN

The purpose of the SpartanNash Company Associate Stock Purchase Plan of 2022 is to encourage Associates of the Company and the Company's Subsidiaries to promote the best interests of the Company and to align the interests of Associates with the Company's shareholders by permitting Eligible Associates to purchase shares of the Company's Common Stock at a price less than the Market Price of the Common Stock. The purchase of Common Stock under the Plan is intended to qualify as the exercise of an option granted under, and the Plan is intended to qualify as, an employee stock purchase plan under Section 423 of the Code. On and after shareholder approval of this Plan, no new offerings and no new option periods shall be made under the 2009 Plan, but any offering and option period under the 2009 Plan then in progress shall remain in effect until completion in accordance with the terms of the 2009 Plan.

SECTION 2 DEFINITIONS

The following words have the following meanings unless a different meaning is plainly required by the context:

- 2.1 **"Associate"** means an employee of the Company or one of its Subsidiaries.
- 2.2 **"Board"** means the Board of Directors of the Company.
- 2.3 **"Code"** means the Internal Revenue Code of 1986, as amended. Each reference herein to a section or sections of the Code shall, unless otherwise noted, be deemed to include a reference to the rules and regulations issued under such section(s) of the Code.
- 2.4 **"Committee"** means the Compensation Committee of the Board or such other committee as the Board may from time to time designate to administer the Plan.
- 2.5 **"Common Stock"** means the Company's common stock, no par value.
- 2.6 **"Company"** means SpartanNash Company, a Michigan corporation, and its successors and assigns.
- 2.7 **"Election Form"** means a notice (in a form approved by the Company) that an Eligible Associate must complete to participate in the Plan and authorize payroll deductions to be made on the Eligible Associate's behalf under the Plan.

- 2.8 Subject to Section 5 below, “**Eligible Associates**” means all present and future active Associates of the Company and its Subsidiaries, except Associates who have been employed by the Company or a Subsidiary for less than one year.
- 2.9 “**Market Value**” shall equal the closing price of Common Stock reported on Nasdaq on the date of grant, or if Nasdaq is closed on that date, the last preceding date on which Nasdaq was open for trading and on which shares of Common Stock were traded. If the Common Stock is not listed on Nasdaq, the Market Value shall be determined by any means deemed fair and reasonable by the Committee, taking into account such factors as it considers advisable in a manner consistent with the valuation principles of Section 409A of the Code, except when the Committee expressly determines not to use Section 409A valuation principles, which determination shall be final and binding on all parties.
- 2.10 “**Option Period**” means each calendar quarter, beginning on the first day of each such calendar quarter and ending on the last day of such calendar quarter, or such other time as may be established by the Committee, except that in no event shall an Option Period under the Plan have a duration in excess of twenty-seven (27) months (or such shorter period as may be permitted under Code Section 423).
- 2.11 “**Nasdaq**” means the Nasdaq Global Select Market or other tier of the Nasdaq Stock Market on which the Company’s common stock is traded.
- 2.12 “**Participating Associate**” means an Eligible Associate who has elected to participate in the Plan in accordance with Section 6.1 below.
- 2.13 “**Payroll Deduction Account**” means the account established on behalf of a Participating Associate pursuant to Section 7.1 below, to which his or her payroll deductions shall be credited.
- 2.14 “**Permanent Disability**” or “**Disability**” means an inability of a Participating Associate to perform his or her employment duties due to physical or mental disability for a continuous period of one hundred eighty days (180) days or longer and the Participating Associate is eligible for benefits under the Company’s long-term disability policy.
- 2.15 “**Plan**” means the SpartanNash Company Associate Stock Purchase Plan of 2022 as set forth herein, as it may be amended from time to time.
- 2.16 “**Purchase Price**” means the purchase price for a share of Common Stock to be paid by a Participating Associate on a Stock Purchase Date, as determined under Section 8.1 below.
- 2.17 “**Retirement**” means the termination of employment as a result of retirement on or after one or more of the retirement dates specified in the SpartanNash Company Cash Balance Pension Plan or any successor to that plan.
- 2.18 “**Stock Purchase Date**” means a date on which shares of Common Stock are purchased pursuant to the Plan. Unless otherwise determined by the Committee, the Stock Purchase Date shall be the last Trading Day of each Option Period during the term of the Plan.
- 2.19 “**Trading Day**” means any day on which the Nasdaq Global Select Market (or such other successor stock exchange on which the Common Stock is traded) is open for trading.
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- 2.20** “**Subsidiary**” means any corporation or other entity of which 50% or more of the outstanding voting stock or voting ownership interest is directly or indirectly owned or controlled by the Company or by one or more Subsidiaries of the Company. The term “Subsidiary” includes present and future Subsidiaries of the Company.

SECTION 3 ADMINISTRATION

- 3.1 General.** The Committee shall administer the Plan. The Committee may request advice or assistance or employ such other persons as are necessary for proper administration of the Plan. Subject to the express provisions of the Plan, the Committee shall have authority to interpret the Plan, to prescribe, amend and rescind rules, regulations and procedures relating to it, and to make all other determinations necessary or advisable in administering the Plan, all of which determinations shall be final and binding upon all persons unless otherwise determined by the Board. The Committee may delegate responsibility for administering the Plan to Associates of Company or such other persons (including a third parties) as the Committee may deem appropriate, subject to the express provisions of the Plan.
- 3.2 Indemnification of Committee Members.** Neither any member or former member of the Committee, nor any individual or group to whom authority or responsibility is or has been delegated, shall be personally responsible or liable for any act or omission in connection with the performance of powers or duties or the exercise of discretion or judgment in the administration and implementation of the Plan. Each person who is or shall have been a member of the Committee, and any other individual or group exercising delegated authority or responsibility with respect to the Plan, shall be indemnified and held harmless by the Company from and against any cost, liability or expense imposed or incurred in connection with such person’s or the Committee’s taking or failing to take any action under the Plan or the exercise of discretion or judgment in the administration and implementation of the Plan. Each such person shall be justified in relying on information furnished in connection with the Plan’s administration by any appropriate person or persons.

SECTION 4 STOCK SUBJECT TO THE PLAN

- 4.1 Number of Shares of Common Stock.** There shall be reserved for issuance and purchase by Eligible Associates under the Plan an aggregate of 300,000 shares of Common Stock, subject to adjustment as provided in Section 4.2. Shares of Common Stock available under the Plan may be authorized and unissued shares or shares repurchased by the Company.
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4.2 Adjustments. Subject to any required action by the shareholders of the Company, the number of shares covered by each option under the Plan which has not yet been exercised, the maximum share number set forth in Section 8.3, and the number of Shares which have been authorized for issuance under the Plan but have not yet been placed under option (collectively, the “Reserves”), as well as the price per share covered by each option under the Plan which has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued shares resulting from a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration, any change in the corporate structure (including, without limitation, a spin-off) or any other increase or decrease in the number of Shares effected without receipt of consideration by the Company. Conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an option.

SECTION 5 ELIGIBILITY

Participation in the Plan shall be open only to Eligible Associates. No option rights may be granted under the Plan to any person who is not an Eligible Associate. No Eligible Associate shall be granted option rights under the Plan if such Associate, immediately after receiving the grant of such option rights under the Plan, would own (as determined pursuant to Sections 423(b)(3) and 424(d) of the Code) stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any of its Subsidiaries.

SECTION 6 PARTICIPATION AND WITHDRAWAL

6.1 Election Form; Changes to Election Form.

- (a) Participation by any Eligible Associate in the Plan shall be entirely voluntary. Any Eligible Associate may become a Participating Associate by completing and delivering an Election Form to the Company. Such Eligible Associate shall become a Participating Associate as of the first day of the next Option Period following the delivery of his or her Election Form, provided that the Election Form has been delivered within the time period prescribed by the Company. The Election Form will authorize specified regular payroll deductions (within the limits specified in Section 7.2 below) from the Participating Associate's periodic compensation during the time he or she is a Participating Associate.
- (b) Payroll deductions shall be made for each Participating Associate in accordance with the Election Form and shall continue until the Participating Associate's participation terminates, the Election Form is modified or the Plan terminates. A Participating Associate may increase or decrease his or her payroll deduction (within the limits specified in Section 7.2 below) by delivering a new Election Form to the Company. The Company or the applicable Subsidiary shall deduct the modified amount from the Participating Associate's payroll beginning with the first pay date to occur on or after ten Trading Days after the new Election Form is properly delivered. A Participating Associate may not increase or decrease his or her payroll deductions more than two times during any Option Period.

6.2 Withdrawal. A Participating Associate may elect at any time to terminate his or her participation in the Plan by written notice delivered to the Company no later than ten Trading Days before a pay date, or by such other time as the Committee may from time to time determine. Upon any termination by a Participating Associate, (a) the Participating Associate shall cease to be a Participating Associate, (b) his or her Election Form shall be revoked insofar as subsequent payroll deductions are concerned, (c) the amount in the Participating Associate's Payroll Deduction Account, as well as any unauthorized payroll deductions made after such revocation, shall be promptly refunded to the Participating Associate. An Eligible Associate who has terminated participation in the Plan shall not be eligible for reinstatement as a Participating Associate for a period of six months after such termination.

Except as provided in Section 9 below, if a Participating Associate ceases to be an Eligible Associate, (a) no further payroll deductions shall be made on his or her behalf, and (b) the accumulated balance in his or her Payroll Deduction Account shall promptly be returned to the Participating Associate.

SECTION 7 PAYROLL DEDUCTIONS

- 7.1 Payroll Deduction Account.** The Company and its Subsidiaries will maintain a Payroll Deduction Account for each Participating Associate. Authorized payroll deductions shall begin with the first pay date to occur on or after the first day of the first Option Period with respect to which a Participating Associate has elected (in accordance with Section 6.1) to participate in the Plan. Payments made by Participating Associates through payroll deductions shall be credited to each Participating Associate's Payroll Deduction Account. No amounts other than payroll deductions authorized under the Plan may be credited to a Participating Associate's Payroll Deduction Account, unless the Company otherwise consents in writing. No interest shall accrue or be paid on any Payroll Deduction Account unless otherwise directed by the Committee.
- 7.2 Limits on Payroll Deductions.** The amount of the payroll deduction specified by a Participating Associate in his or her Election Form shall not be less than \$10.00 for each pay period or such other amount as the Company may determine in its sole discretion from time to time. The Company may determine, in its sole discretion, to establish a maximum dollar amount or percentage of compensation that Participating Associates are entitled to authorize for payroll deductions during a calendar year, which limitations shall apply to all Participating Associates during that calendar year. Any such limit established by the Company shall comply with the requirements of Section 423 of the Code.

SECTION 8 PURCHASE OF COMMON STOCK

- 8.1 Purchase Price.** The Purchase Price for each share of Common Stock purchased on a Stock Purchase Date shall be 95% of the Market Value of the Common Stock as of that Stock Purchase Date, or such other percentage of the Market Value that the Committee may determine in its discretion from time to time that is not less than 85% of such Market Value on the Stock Purchase Date.
- 8.2 Method of Purchase.** Except as otherwise provided herein, each Participating Associate having funds in his or her Payroll Deduction Account on a Stock Purchase Date shall be deemed, without any further action, to have been granted and to have exercised his or her option to purchase the number of shares of Common Stock (which may include fractional shares) which the funds in his or her Payroll Deduction Account could purchase on the Stock Purchase Date. Options that are not exercised automatically shall expire immediately and in no event shall any option be exercisable beyond the periods specified in Section 423(b)(7) of the Code. If the number of available shares on a Stock Purchase Date is not sufficient to exhaust all Payroll Deduction Accounts, the available shares shall be allocated in proportion to the funds available in each Payroll Deduction Account and the Plan shall terminate.
- 8.3 Limitation on Value of Common Stock to be Purchased.** A Participating Associate shall not have and may not exercise any option that would permit the Participating Associate's rights to purchase Common Stock under the Plan to accrue at a rate that exceeds \$25,000 of Market Value of Common Stock (determined at the time of the grant of the option) in any one calendar year, and in no event may such option rights accrue at a rate which exceeds that permitted by Section 423(b)(8) of the Code. In addition to the foregoing limitations, the maximum number of shares that may be purchased by a Participating Associate in any single Option Period is 1,500.

- 8.4 Title of Accounts.** Each Participating Associate's Account may be in the name of the Participating Associate or, if so indicated on the Election Form, in his or her name jointly or as tenants in common with a member of the Participating Associate's family, with right of survivorship. With the Company's consent, a Participating Associate may be permitted to (a) designate a beneficiary to receive the Common Stock held in the Participating Associate's Account upon death or (b) transfer the Common Stock held in the Account to a revocable trust for the benefit of the Participating Associate.
- 8.5 Rights as a Shareholder.** After a Participating Associate's Payroll Deduction Account has been charged with the amount of the Purchase Price, the Participating Employee shall have all of the rights and privileges of a shareholder of the Company with respect to shares purchased under the Plan. Subject to applicable law and the Company's Restated Articles of Incorporation and Bylaws, as amended, shares under the Plan shall be issued in uncertificated form unless the Committee determines otherwise. In addition to the provisions specified in the Plan relating to termination of a Participating Associate's participation in the Plan, a Participating Associate may withdraw the shares in his or her account in accordance with rules established by the Committee.
- 8.6 Reinvestment of Dividends.** The Committee may require that all or a portion of the cash dividends on any shares held by a Participating Associate under the Plan be automatically reinvested in additional shares of Common Stock.

SECTION 9

RIGHTS ON DEATH, RETIREMENT OR PERMANENT DISABILITY

- 9.1 Death.** If a Participating Associate dies during an Option Period, no further contributions on behalf of the deceased Participating Associate shall be made. The executor or administrator of the deceased Participating Associate's estate may elect to withdraw the balance in the Participating Associate's Payroll Deduction Account by notifying the Company in writing at least ten Trading Days before the Stock Purchase Date in respect of such Option Period. If no election to withdraw has been made, the balance accumulated in the deceased Participating Associate's Payroll Deduction Account shall be used to purchase shares of Common Stock in accordance with Section 8 of the Plan.
- 9.2 Retirement or Permanent Disability.** If, during an Option Period, a Participating Associate (a) Retires or (b) incurs a Permanent Disability, no further contributions on behalf of the Retired or Disabled Participating Associate shall be made. A Retired or Disabled Participating Associate may elect to withdraw the balance in his or her Payroll Deduction Account by notifying the Company in writing at least ten Trading Days before the Stock Purchase Date in respect of such Option Period. If no election to withdraw has been made, the balance accumulated in the Retired or Disabled Participating Associate's Payroll Deduction Account shall be used to purchase shares of Common Stock in accordance with Section 8 of the Plan. If a Retired or Disabled Participating Associate dies during the Option Period of such Participating Associate's Retirement or Permanent Disability and such Participating Associate shall not have notified the Company of his or her desire to withdraw the balance in his or her Payroll Deduction Account, the executor or administrator of such Participating Associate's estate or other legal title holder shall have all the rights provided pursuant to Section 9.1.

SECTION 10 GENERAL PROVISIONS

- 10.1 Rights Not Transferable.** Rights under the Plan are not transferable by a Participating Associate other than by will or the laws of descent and distribution, and are exercisable during his or her lifetime only by the Participating Associate.
- 10.2 Amendment of the Plan.** The Committee or the Board may at any time, and from time to time, amend the Plan in any respect; provided, however, the Plan may not, without appropriate approval of the Company's shareholders, be amended in any way that will cause the Plan to fail to meet the requirements of Section 423 of the Code.
- 10.3 Suspension of the Plan.** The Committee may in its discretion at any time, and from time to time, suspend the Plan. If the Plan is suspended by the Committee, the Company shall remit to each Participating Associate the aggregate amount of the Participating Associate's payroll deductions that have not been applied towards the purchase of option shares as of the date of the Plan's suspension not later than six months after such suspension, unless the Committee has reinstated the operation of the Plan prior to such time.
- 10.4 Termination of the Plan.** The Plan and all rights of Associates hereunder shall terminate at the earliest of:
- (a) when all shares of Common Stock reserved under the Plan have been purchased; or
 - (b) at any time, at the discretion of the Committee or the Board.
- Notice of termination shall be given to all Participating Associates, but any failure to give notice shall not impair the termination. Upon termination of the Plan, all amounts in Payroll Deduction Accounts of Participating Associates and all Common Stock held in the accounts of Participating Associates shall promptly be returned to such Participating Associates.
- 10.5 Governing Law; Compliance with Law.** The Plan shall be construed in accordance the laws of the state of Michigan and applicable federal law. The Company's obligation to sell and deliver shares of Common Stock hereunder shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel for the Company, be required. The Company may make such provisions as it may deem appropriate for the withholding of any taxes or payment of any taxes which it determines may be required to withhold or pay in connection with a Participating Associate's participation in the Plan.
- 10.6 Not an Employment Contract.** The Plan shall not be deemed to constitute a contract of employment between the Company or any Subsidiary and any Eligible Associate or Participating Associate or to be consideration or inducement for the employment of any Eligible Associate or Participating Associate. The Plan shall not be deemed to give any Participating Associate or Eligible Associate the right to be retained as an Associate or in any other service of the Company or any Subsidiary, or to interfere with the right of the Company or any Subsidiary to discharge any Participating Associate or Eligible Associate at any time regardless of the effect that such discharge shall have upon such person as a participant in the Plan.
- 10.7 Investment Intent.** The Committee may require a Participating Associate to confirm that he or she is purchasing with investment intent and not with a view to resale or other distribution.
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10.8 Effective Dates. Subject to shareholder approval at the 2022 Annual Meeting of Shareholders, the first Option Period under the Plan shall commence on July 1, 2022, or such other time as may be established by the Company. If the Company's shareholders do not approve the Plan at the 2022 Annual Meeting of Shareholders, the Plan shall automatically terminate.

Calculation of Filing Fee Table

FORM S-8

(Form Type)

SpartanNash Company

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities**Newly Registered Securities**

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered(1)(2)	Proposed Maximum Offering Price Per Unit(3)	Maximum Aggregate Offering Price(3)	Fee Rate	Amount of Registration Fee(2)
Equity	Common Stock, no par value per share	Rule 457(c) and Rule 457(h)	300,000	\$29.87	\$8,961,000.00	.0000927	\$830.68
Total Offering Amounts							\$830.68
Total Fee Offsets							\$--
Net Fee Due							\$830.68

- (1) The Registrant is filing this Registration Statement to register the issuance of 300,000 shares of Common Stock under the SpartanNash Company Associate Stock Purchase Plan of 2022 (the “Plan”). In addition, pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers such indeterminate number of additional shares as may be authorized in the event of an adjustment as a result of an increase in the number of issued shares of Common Stock resulting from the payment of stock dividends or stock splits or certain other capital adjustments.
- (2) Estimated solely for the purpose of calculating the registration fee. On June 24, 2022, the average of the high and low prices of the Registrant’s Common Stock reported on Nasdaq was \$29.87 per share. The registration fee is computed in accordance with Rule 457(h) and (c) under the Securities Act.