SPARTAN STORES INC
Form 424B3
September 28, 2007

Filed Pursuant to Rule 424(b)(3)
Registration No. 333-145494

PROSPECTUS

$110,000,000

SPARTAN STORES, INC.
3.375% Convertible Senior Notes due 2027
and
Common Stock Issuable Upon Conversion of Notes

This prospectus relates to the offering for resale of Spartan Stores, Inc.'s 3.375% Convertible Senior Notes due 2027 and our common stock issuable upon conversion of the notes. We offered the notes to qualified institutional buyers in reliance on Rule 144A in transactions exempt from the registration requirements of the Securities Act of 1933, as amended (the "*Securities Act*"). This prospectus will be used by selling securityholders to resell their notes and our common stock issuable upon conversion of their notes. We will not receive any proceeds from such sales by the selling securityholders.

The notes are our general unsecured obligations and rank equally in right of payment with all of our other existing and future obligations that are unsecured and unsubordinated. Because the notes are unsecured, they are effectively subordinated to our secured indebtedness ($19.5 million as of June 23, 2007) and any future secured indebtedness to the extent of the assets securing such indebtedness. The notes are structurally subordinated to our subsidiaries' indebtedness and other liabilities ($404 million as of June 23, 2007) and subsidiary guarantees of our senior credit facility.

The notes bear interest at the rate of 3.375% per year. We will pay interest on the notes on May 15 and November 15 of each year, beginning on November 15, 2007. In addition, we will pay contingent interest to holders of notes during the period commencing May 20, 2012 and ending on November 14, 2012 and for any six-month period thereafter at a rate of 0.25% per annum upon the terms and conditions described in this prospectus.

The notes will mature on May 15, 2027, unless earlier converted, redeemed or repurchased by us. Holders of notes may require us to repurchase some or all of their notes on May 15, 2014, May 15, 2017 and May 15, 2022 and at any time following certain fundamental change transactions as described in this prospectus. We may redeem the notes for cash in whole or in part at any time on or after May 15, 2014 at 100% of the principal amount of the notes to be redeemed, and before that date on or after May 20, 2012 at a price equal to a specified percentage of the principal amount of the notes to be redeemed plus, in each case, accrued and unpaid interest (including contingent interest, additional interest and additional amounts, if any).

Holders of notes may convert their notes into cash and shares of our common stock, if any, at an initial conversion rate of 28.0310 shares per $1,000 principal amount of notes (equal to an initial conversion price of approximately $35.67 per share), subject to adjustment upon certain events, under the following circumstances: (1) during specified periods, if the price of our common stock reaches specified thresholds described in this prospectus; (2) if the trading price of the notes is below a specified threshold; (3) at any time on or after February 15, 2027, (4) upon the occurrence of certain corporate transactions described in this prospectus or (5) in the case of notes called for redemption, at any time before the close of business on the business day before the redemption date. Upon conversion, we will deliver cash equal to the lesser of the aggregate principal amount of notes to be converted and our total conversion obligation and shares of our common stock in respect of the remainder, if any, of our conversion obligation (unless we have elected to deliver only shares of our common stock). If certain fundamental change transactions occur before May 15, 2014, we will increase the conversion rate for any notes converted in connection with those fundamental changes by a number of additional shares of common stock.

Our common stock is listed on The Nasdaq Global Market under the symbol "SPTN." The closing sale price of our common stock on The Nasdaq Global Market on September 26, 2007 was $22.93 per share.

We do not intend to apply for listing of the notes on any securities exchange or for inclusion of the notes in any automated quotation system. Although the notes initially issued in the private placement are eligible for trading in the PORTAL market, notes sold using this prospectus will no longer be eligible for trading on the PORTAL market.

Investing in the notes or our common stock involves risks. Please consider and read carefully the section entitled "Risk Factors" beginning on Page 7.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is September 27, 2007

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As used in this prospectus, the terms "Spartan Stores," "we," "us," "our," and "the Company" refer to Spartan Stores, Inc. and its consolidated subsidiaries, taken as a whole, except where it is clear that the term refers only to Spartan Stores, Inc.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission utilizing a "shelf" registration process or continuous offering process. Under this shelf registration process, the selling securityholders may, from time to time, sell the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities which may be offered by the selling securityholders. Each time a selling securityholder sells securities, the selling securityholder is required to provide you with this prospectus and, in certain cases, a prospectus supplement containing specific information about the selling securityholder and the terms of the securities being offered. That prospectus supplement may include additional risk factors or other special considerations applicable to those securities. Any prospectus supplement may also add, update, or change information in this prospectus. If there is any inconsistency between the information in this prospectus and any prospectus supplement, you should rely on the information in the prospectus supplement. You should read both this prospectus and any prospectus supplement together with additional information described under "Where You Can Find More Information" and "Incorporation of Certain Information By Reference."

You should rely only on the information contained or incorporated by reference into this prospectus and in any accompanying prospectus supplement. We have not authorized any other person to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely on it. You should assume that the information appearing in this prospectus, any prospectus supplement and any other document incorporated by reference is accurate only as of the date on the front cover of those documents. Our business, financial condition, results of operations and prospects may have materially changed since those dates.

We may suspend the effectiveness of this prospectus and any prospectus supplement during specified periods under certain circumstances relating to pending corporate developments, public filings with the SEC and similar events. Any suspension period may not exceed an aggregate of (i) 30 days in any 90-day period; or (ii) 90 days in any 360-day period. We need not specify the nature of the event giving rise to a suspension in any

notice to holders of notes of the existence of such a suspension. Each holder, by its acceptance of the

notes, agrees to hold any communication by us in response to a notice of a proposed sale in confidence. Neither this prospectus nor any prospectus supplement may be used to offer or sell securities when suspended.

Under no circumstances should the delivery of this prospectus to you create any implication that the information contained in this prospectus is correct as of any time after the date of this prospectus.

FORWARD-LOOKING STATEMENTS

The matters discussed in this prospectus and the documents incorporated by reference into this prospectus include "forward-looking statements" about the plans, strategies, objectives, goals or expectations of Spartan Stores, Inc. These forward-looking statements are identifiable by words or phrases indicating that Spartan Stores or management "expects," "anticipates," "projects," "plans," "believes," "estimates," "intends," is "optimistic" or "confident" that a particular occurrence "may," "could," "should" or "will likely" result or that a particular event "may," "could," "should," or "will likely" occur or "continue" in the future, that the "outlook" or "trend" is toward a particular result or occurrence, that a development is a "priority" or a "strategy," or similarly stated expectations. Accounting estimates such as those identified in our financial statements are inherently forward-looking. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus.

In addition to other risks and uncertainties described in connection with the forward-looking statements contained in this prospectus and other periodic reports filed with the SEC, there are many important factors that could cause actual results to differ materially. Our ability to maintain and strengthen our retail-store performance; assimilate acquired stores; maintain or grow sales; respond successfully to competitors; maintain or increase gross margin; anticipate and successfully respond to openings of competitors; maintain and improve customer and supplier relationships; realize expected benefits of new relationships; realize growth opportunities; expand our customer base; reduce operating costs; sell on favorable terms assets classified as held for sale; generate cash; continue to meet the terms of our debt covenants; continue to pay dividends; and implement the other programs, plans, priorities, strategies, objectives, goals or expectations described in this prospectus, our press releases and our public comments may be affected by changes in economic conditions generally or in the markets and geographic areas that we serve, adverse effects of the changing food and distribution industries, and other factors including, but not limited to, those described under the heading "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended March 31, 2007 (which is incorporated by reference into this prospectus).

This section and the section titled "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended March 31, 2007 are intended to provide meaningful cautionary statements for purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. This should not be construed as a complete list of all of the economic, competitive, governmental, technological and other factors that could adversely affect our expected consolidated financial position, results of operations or liquidity. We undertake no obligation to update or revise our forward-looking statements to reflect developments that occur or information obtained after the date of this prospectus.

MARKET AND INDUSTRY DATA

The market position and industry data that are presented in this prospectus or in the documents that we have incorporated by reference into this prospectus are based upon third-party data or have been derived from third-party sources of industry data. Although we believe that such data is accurate, we have not sought to independently verify such data and we cannot assure you that such data is accurate.

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SUMMARY

The information below is only a summary of more detailed information included elsewhere in this prospectus or the documents incorporated by reference into this prospectus. This summary does not contain all the information that is important to you or that you should consider before investing in the notes or the common stock into which the notes, in certain circumstances, are convertible, as the case may be. You should carefully read this entire prospectus and the information incorporated by reference into this prospectus.

Spartan Stores, Inc.

Spartan Stores is a leading regional grocery distributor and grocery retailer, operating principally in Michigan, Ohio and Indiana. Spartan Stores' mailing address of its principal executive office is 850 76th Street, S.W., Post Office Box 8700, Grand Rapids, Michigan 49518-8700. Spartan Stores' telephone number at its principal executive office is (616) 878-2000.

We operate two reportable business segments: Distribution and Retail. Our Distribution segment provides a full line of grocery, general merchandise, frozen and perishable items to nearly 400 independently owned grocery stores and our 107 corporate owned stores. Our Retail segment operates 88 retail supermarkets in Michigan under the banners *Family Fare Supermarkets*, *Felpausch Food Centers, Glen's Markets* and *D&W Fresh Markets*, 19 deep-discount food and drug stores in Ohio and Michigan under the banner *The Pharm*, 14 fuel centers under the banners *Family Fare Quick Stop*, *Felpausch Quick Stops*, *Glen's Quick Stop* and *D&W Fresh Markets Quick Stop* which typically include a convenience store and are located adjacent to our supermarkets, and three convenience stores under the banner *Felpausch Xpressmart*.

The Notes

The section of this prospectus entitled "Description of the Notes" contains a more detailed description of the terms and conditions of the notes, which you should carefully read and consider. As used in this section of the Summary, references to "Spartan Stores," the "Company," "we," "us" and "our" refer only to Spartan Stores, Inc. and do not include its subsidiaries, and references to "you" and "holder" refer to each registered holder of notes.

On May 30, 2007, we sold in a private offering $110,000,000 in aggregate principal amount of 3.375% convertible senior notes due 2027 to the initial purchasers. We entered into a registration rights agreement with the initial purchasers in which we agreed, for the benefit of the holders of notes, to file a shelf registration statement with the SEC by August 28, 2007 with respect to resales of the notes and the shares of our common stock into which the notes, in certain circumstances, are convertible. This prospectus is part of that registration statement.

Issuer	Spartan Stores, Inc., a Michigan corporation.
Principal Amount of Notes	$110,000,000.
Maturity	May 15, 2027, unless earlier converted, redeemed or repurchased.
Ranking	The notes are our general unsecured obligations and rank equally in right of payment with all of our other existing and future obligations that are unsecured and unsubordinated. Because the notes are unsecured, they are effectively subordinated to our secured indebtedness ($19.5 million as of June 23, 2007) and any future secured indebtedness to the extent of the assets securing such indebtedness. The notes are structurally subordinated to our subsidiaries' indebtedness and other liabilities ($404 million as of June 23, 2007) and subsidiary guarantees of our senior credit facility.

Interest	The notes bear interest at an annual rate of 3.375%. Interest on the notes is payable semi-annually in arrears on May 15 and November 15 of each year, beginning November 15, 2007.

In addition, we will pay contingent interest to holders of notes during the period commencing May 20, 2012 and ending on November 14, 2012 and for any six-month period thereafter, from and including an interest payment date up to, but excluding, the next interest payment date, if the average contingent interest trading price (as defined under "Description of Notes - Interest and Contingent Interest") per $1,000 principal amount of the notes for the five-consecutive-trading-day-period ending on the third trading day immediately preceding the first day of such interest period equals 120% or more of the principal amount of the notes.

Conversion Rights

Holders may convert their notes into cash and shares of our common stock, if any, at an initial conversion rate of 28.0310 shares per $1,000 principal amount of notes (equal to an initial conversion price of approximately $35.67 per share) subject to adjustments upon certain events. The notes are convertible, before the close of business on the business day immediately preceding the stated maturity, only under the following circumstances:

during any fiscal quarter commencing after the fiscal quarter ending September 15, 2007, if the closing sale price per share of our common stock is greater than 130% of the applicable conversion price for at least 20 trading days in the 30-consecutive-trading-day period ending on the last trading day of the preceding fiscal quarter;

during the five business day period following any five-consecutive-trading-day period in which the trading price of the notes for each day of such period was less than 98% of the product of the closing sale price per share of our common stock and the conversion rate in effect for the notes on each such day;

in the case of notes called for redemption, at any time prior to the close of business one business day prior to the redemption date for the notes;

at any time on or after February 15, 2027 until the close of business on the business day immediately preceding the stated maturity; or

upon the occurrence of specified corporate transactions described under "Description of Notes - Conversion Rights - Conversion upon Specified Corporate Transactions."

The initial conversion rate will be adjusted for certain events, but it will not be adjusted for accrued interest (or contingent interest, additional interest or additional amounts, if any). Holders of notes will not receive any cash payment or additional shares representing accrued and unpaid interest (or contingent interest, additional interest or additional amounts, if any) upon conversion of a note, except in limited circumstances. Instead, interest (including contingent interest, additional interest and additional amounts, if any) will be deemed paid by the cash and common stock, if any, delivered to such holders upon conversion.

	Upon a surrender of notes for conversion, we will deliver: cash equal to the lesser of the aggregate principal amount of notes to be converted and our total conversion obligation and shares of our common stock in respect of the remainder, if any, of our conversion obligation as described under "Description of Notes - Conversion Rights - Payment Upon Conversion" unless we have elected to satisfy our obligation upon such conversion by delivering only shares of our common stock as described under "Description of Notes - Conversion Rights - Option to Irrevocably Elect to Satisfy Future Conversion Obligations in Common Stock." If holders of notes elect to convert their notes in connection with certain fundamental change transactions described below under "Description of Notes - Conversion Rights - Make Whole Amount" prior to May 15, 2014, we will increase the conversion rate by a number of additional shares of common stock as described under "Description of Notes - Conversion Rights - Make Whole Amount."
Redemption	We will have the right to redeem the notes for cash in whole or in part, at any time or from time to time, on or after May 15, 2014 at 100% of the principal amount of the notes to be redeemed, and prior to that date on or after May 20, 2012 at a price equal to a specified percentage of the principal amount of the notes to be redeemed, plus, in each case, any accrued and unpaid interest (including contingent interest, additional interest and additional amounts, if any) as described under "Description of Notes - Redemption at our Option."
Repurchase at the Option of the Holder	Holders of notes will have the right to require us to repurchase their notes, in whole or in part, on May 15, 2014, May 15, 2017 and May 15, 2022 for a cash price equal to 100% of the principal amount of the notes to be repurchased, plus accrued and unpaid interest (including contingent interest, additional interest and additional amounts, if any) as described under "Description of Notes - Repurchase Rights."
Repurchase Upon Fundamental Change	If we undergo certain fundamental change transactions, holders of notes will have the right, subject to certain conditions, to require us to repurchase their notes for cash, in whole or in part, at a repurchase price equal to 100% of the principal amount of the notes to be repurchased, plus accrued and unpaid interest (including contingent interest, additional interest and additional amounts, if any) as described under "Description of Notes - Repurchase of Notes by Us at Option of Holder upon a Fundamental Change" (which includes the definition of the term "fundamental change").
Use of Proceeds	We will not receive any proceeds from the sale of securities by selling security holders. See "Use of Proceeds."

Trustee, Paying Agent and Conversion Agent	The Bank of New York Trust Company, N.A.
Book-Entry Form	The notes are issued in book-entry only form and are represented by one or more global notes in definitive, fully registered, book-entry form, deposited with, or on behalf of, The Depository Trust Company ("DTC") and registered in the name of a nominee of DTC. Beneficial interests in any of the notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated notes except in limited circumstances.
Trading	The notes are not listed on any securities exchange or included in any automated quotation system. Although the notes initially issued in the private placement are eligible for trading in the PORTAL market, notes sold using this prospectus will no longer be eligible for trading on the PORTAL market. We cannot assure you that an active or liquid market will develop or be maintained for the notes.
Trading Symbol for Our Common Stock	Our common stock is listed on The Nasdaq Global Market under the symbol "SPTN."
Risk Factors	You should carefully read and consider the information set forth under the heading "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended March 31, 2007, and the other information included in or incorporated by reference into this prospectus before making an investment decision.

RISK FACTORS

An investment in our securities involves a high degree of risk. You should carefully consider the risks described below and the risks related to the Company described under the heading "Risk Factors" in our most recent Annual Report on Form 10-K and our subsequent quarterly reports on Form 10-Q, as well as the other information included or incorporated by reference into this prospectus before making an investment decision.

The risks and uncertainties described below are those that we have identified as material, but are not the only risks and uncertainties facing us. Our business is also subject to general risks and uncertainties that affect many other companies, such as overall U.S. and non-U.S. economic and industry conditions, including a global economic slowdown, geopolitical events, changes in laws or accounting rules, fluctuations in interest and exchange rates, terrorism, international conflicts, major health concerns, natural disasters or other disruptions of expected economic and business conditions. Additional risks and uncertainties not currently known to us or that we currently believe are immaterial also may impair our business, operations, liquidity, financial condition and performance, and prospects.

Risks Relating to the Company

Certain risks related to the Company and its business are described under the heading "Risk Factors" in our most recent Annual Reports on Form 10-K, our subsequent quarterly reports on Form 10-Q, and our current reports on Form 8-K, in each case which are incorporated by reference into this prospectus, and which you should carefully review and consider.

Risks Relating to the Offering

The notes are effectively subordinated to our existing and future secured indebtedness to the extent of the assets securing such indebtedness and to existing and future indebtedness and other liabilities of our subsidiaries (including subsidiary guarantees of our senior credit facility).

Because the notes are unsecured, they will be effectively subordinated to our existing secured indebtedness ($19.5 million as of June 23, 2007) and any future secured indebtedness to the extent of the assets securing such indebtedness. The notes are structurally subordinated to our subsidiaries' existing and future indebtedness and other liabilities ($404 million, including $148 million of operating lease obligations, as of June 23, 2007) and subsidiary guarantees of our senior credit facility and any preferred equity issued by our subsidiaries.

We rely in part on distributions and advances from our subsidiaries in order to meet our payment obligations under the notes and our other obligations. The notes are not guaranteed by our subsidiaries. Many of our subsidiaries serve as guarantors with respect to our existing credit facility. Creditors, including trade creditors, and any preferred equity holders, of each of our subsidiaries generally will have priority with respect to the assets and earnings of the subsidiary over the claims of our creditors, including holders of notes. The notes, therefore, will be effectively subordinated to the claims of creditors, including trade creditors, judgment creditors, and any preferred equity holders of our subsidiaries. In addition, our rights and the rights of our creditors, including the holders of notes, to participate in the assets of a subsidiary during its liquidation or reorganization will be effectively subordinated to all existing and future liabilities and any preferred equity of that subsidiary.

We may incur additional indebtedness.

The indenture governing the notes does not prohibit us from incurring substantial additional indebtedness in the future. The indenture also permits unlimited additional secured borrowings and borrowings and preferred equity issuances by our subsidiaries. In addition, the indenture does not contain any restrictive covenants limiting our ability to pay dividends, make any payments on junior or other indebtedness or otherwise limit actions that may affect our liquidity, financial condition or performance, or prospects.

We will depend on the cash flows of our subsidiaries in order to satisfy our obligations under the notes.

If our subsidiaries are unable to pay us dividends or otherwise make payments to us, we may not be able to make debt service payments on the notes. Our operating cash flows and consequently our ability to service our debt, including the notes, is substantially dependent upon our subsidiaries' earnings and cash flows and their distributions to us and may also be dependent upon loans, advances or other payments of funds to us by those subsidiaries. Our subsidiaries are separate legal entities and have no obligation, contingent or otherwise, to pay any amount due pursuant to the notes or to make any funds available for that purpose. Our subsidiaries' ability to make payments to us may be subject to the availability of sufficient surplus funds, the terms of such subsidiaries' indebtedness, the terms of our credit facility, applicable laws and other factors.

Some significant transactions may not constitute a fundamental change that would obligate us to offer to repurchase the notes or to increase the conversion rate.

If we undergo certain fundamental change transactions, holders of notes will have the right, subject to certain conditions, to require us to repurchase their notes for cash, in whole or in part, at a repurchase price equal to 100% of the principal amount of the notes to be repurchased, plus accrued and unpaid interest (including contingent interest, additional interest and additional amounts, if any) up to but excluding the date of repurchase.

This right will not, however, afford protection to holders of notes in the event of all potentially significant transactions. For example, we will not be required to repurchase any notes upon the occurrence of a fundamental change or be required to increase the conversion rate upon conversion in connection with a fundamental change if more than 90% of the consideration in the transaction consists of Listed Common Equity (as defined under "Description of Notes - Repurchase of Notes by Us at Option of Holder upon a Fundamental Change"). Furthermore, transactions such as leveraged recapitalizations, refinancings, restructurings or acquisitions initiated by us would not constitute a fundamental change requiring us to repurchase the notes or to increase the conversion rate. In the event of any such transaction, holders of notes may be adversely affected since our leverage may increase and our capital structure and possibly our credit ratings may otherwise be negatively impacted.

We may not be able to repurchase the notes upon a fundamental change or upon the exercise of a holder's option to require us to repurchase the notes, or to pay cash upon conversion of the notes.

We may not have the financial resources, or be able to arrange financing, to deliver the cash payable upon a future required repurchase or conversion of the notes. In addition, the loan agreement governing our senior credit facility requires that we have a minimum of $10.0 million of excess availability (unused borrowing capacity) under that facility at all times. Furthermore, it will be an event of default under our senior credit facility if we are required to convert notes for cash if our excess availability under that facility has been less than $25.0 million for the ten consecutive days preceding the conversion and after giving effect to the payment. If we are required under the indenture to convert notes for cash or repurchase notes, we must give the agent under our senior credit facility not less than one business day's notice if such conversion or repurchase requires payments in excess of $5.0 million or if the aggregate amount of all such payments prior thereto has been in excess of $20.0 million. We are permitted under our senior secured credit facility to make optional prepayments or redemptions of the notes upon certain conditions, including that our excess availability under our senior credit facility has not been less than $25.0 million for the ten consecutive days preceding the payment and after giving effect to the payment. Our ability to repurchase notes for cash or to pay cash upon conversion of the notes may be further limited by restrictions on our ability to obtain funds for that purpose through dividends from our subsidiaries or other limitations or prohibitions contained in our future financing arrangements or otherwise.

Failure to repurchase notes for cash or to pay cash upon conversion of the notes would constitute an event of default under the notes, which currently would and in the future could result in a default under our financing arrangements, thereby leading to the acceleration and required prepayment of the related indebtedness and further impacting our ability to make the required cash payments on the notes.

The conversion rate adjustment for any notes converted in connection with specified fundamental changes may not adequately compensate holders of notes for any loss they may experience as a result of such fundamental changes.

If holders of notes elect to convert their notes in connection with certain fundamental changes described under "Description of Notes - Conversion Rights" prior to May 15, 2014, we will increase the conversion rate by a number of additional shares of common stock. The number of additional shares of common stock will be determined based on the date on which the specified fundamental change becomes effective and the price paid per share of our common stock in such specified fundamental change as described under "Description of Notes - Conversion Rights - Make-Whole Amount." In no event will the number of additional shares of our common stock issuable upon conversion as a result of a fundamental change exceed 10.3714 per $1,000 principal amount of notes (subject to adjustment in the same manner as the conversion rate for the notes). In addition, no additional shares will be added to the conversion rate if the stock price is in excess of $100 per share (subject to adjustment) or less than $26.04 per share (subject to adjustment).

The conversion rate increase, if any, applicable to conversion of the notes in connection with a specified fundamental change may not adequately compensate holders of notes for any loss they may experience as a result of that fundamental change. In addition, there are certain fundamental changes in respect of which holders of notes will not be compensated at all.

The conversion rate of the notes may not be adjusted for all dilutive events.

The conversion rate of the notes is subject to adjustment for certain events, including but not limited to the issuance of stock dividends on our common stock, the issuance of certain rights or warrants, subdivisions, combinations, distributions of capital stock, indebtedness or assets, certain cash dividends and certain tender or exchange offers as described under "Description of Notes - Conversion Rights - Conversion Rate Adjustments." The conversion rate will not be adjusted for all events that may adversely affect the trading price of the notes or the common stock.

Holders of Notes may have to pay taxes with respect to distributions on our common stock that they do not receive.

The conversion rate of the notes is subject to adjustment for certain events arising from stock splits and combinations, stock dividends, certain cash dividends and certain other actions by us that modify our capital structure. See "Description of Notes - Conversion Rights - Conversion Rate Adjustments." If the conversion rate is adjusted as a result of a distribution that is taxable to our common shareholders, such as a cash dividend, holders of notes may be required to include an amount in income for U.S. federal income tax purposes, notwithstanding the fact that they do not actually receive such distribution. In certain other circumstances, the absence of an adjustment may result in a taxable dividend to the holders of notes or to common shareholders. The amount that holders of notes would have to include in income will generally be equal to the amount of the distribution that they would have received if they had converted their notes into our common stock prior to such distribution. In addition, Non-U.S. Holders of notes may, in certain circumstances, be deemed to have received a distribution subject to U.S. federal withholding tax requirements. See "U.S. Federal Income Tax Considerations."

There is no established public trading market for the notes.

The notes are a new issue of securities for which there is no established public trading market. Although the notes initially issued in the private placement are eligible for trading by qualified institutional buyers in the PORTAL market, notes sold using this prospectus will no longer be eligible for trading on the PORTAL market. We do not intend to apply for listing of the notes on any securities exchange or for inclusion of the notes on any automated dealer quotation system. As a result, an active trading market for the notes may not develop or be maintained. If an active trading market does not develop or is not maintained, the market price and liquidity of the notes may be adversely affected. In that case, holders of notes may not be able to sell their notes at a particular time, or at all, or holders of notes may not be able to sell their notes at a favorable price. The liquidity of any trading market and future trading prices of the notes will depend on many factors, including:

our financial condition and performance and liquidity;

our strategy and prospects;

the interest of securities dealers in making a market; and

the market for similar securities.

It is possible that the market for the notes will be subject to disruptions. Any such disruptions are beyond our control and may have a negative effect on a holder of the notes. The market-makers may discontinue their activities at any time, in their sole discretion, which could further negatively impact the ability of the holders of the notes to sell the notes or the prevailing market price at the time they choose to sell.

The trading price of the notes will be directly affected by the market price of our common stock, which is impossible to predict.

The trading price of the notes will be directly affected by the market price of our common stock, which is impossible to predict. The market price of our common stock could be affected by possible sales of our common stock by investors who view the notes as a more attractive means of equity participation in us and by hedging or arbitrage trading activity that may develop involving our common stock. The hedging or arbitrage could, in turn, affect the trading price of the notes.

The conditional conversion feature of the notes could result in holders of notes not receiving the value of the common stock into which the notes are convertible.

The notes are convertible into cash and common stock, if any, only if specific conditions are met. If the specific conditions for conversion are not met, holders of notes may not be able to receive the value of the common stock into which their notes would otherwise be convertible. In addition, the conversion conditions could affect the trading prices of the notes.

Upon conversion of the notes, holders of notes may receive less consideration than expected because the value of our common stock may decline after they exercise their conversion right.

The settlement amount that holders of notes will receive upon conversion of their notes is determined on the basis of the closing sale price of our common stock for each of the 20 consecutive trading days beginning on (i) the redemption date if prior to the relevant conversion date we have called the notes that are being converted for redemption, (ii) the maturity date if the relevant conversion date is on or after April 12, 2027, or (iii) the second trading day after the day the notes are tendered for conversion, as described in this prospectus. Accordingly, if the price of our common stock decreases after holders of notes tender their notes for conversion, the settlement amount they will receive will be adversely affected.

Future issuances and sales of our common stock could lower the market price of our common stock and adversely impact the trading price of the notes.

The issuance and sale of substantial amounts of common stock, or the perception that such issuances and sales may occur, could adversely affect the trading price of the notes and the market price of our common stock. In the future, we may sell additional shares of our common stock to raise capital and may issue shares of common stock, or securities convertible into or exchangeable or exercisable for shares of common stock, under our equity compensation plans. In addition, shares of our common stock are reserved for issuance on the exercise of stock options, warrants or rights and on conversion of the notes.

The market price of our common stock may fluctuate significantly.

The market price of our common stock may fluctuate significantly in response to many factors, including:

- the extent of institutional investor interest in us;
- the attractiveness of the securities of companies in our industry compared to those in other industries;

- our financial condition and performance;
- our strategy and prospects;
- our ability to pay dividends to our shareholders and, if applicable, the level of dividends paid;
- changes in our revenues or earnings estimates or recommendations by securities analysts;
- publication of research reports about us or our industry by securities analysts;
- an increase in market interest rates, which may lead prospective investors to demand a higher dividend rate in relation to the price paid for our shares;
- strategic decisions by us or our competitors, such as acquisitions, divestments, spin-offs, joint ventures, strategic investments or changes in business strategy;
- the passage of legislation or other regulatory developments that adversely affect us or our industry;
- speculation in the press or investment community;
- future issuances of our common stock or securities convertible into or exchangeable or exercisable for our common stock;
- actions by institutional shareholders or hedge funds, including trading or hedging activity; and
- general economic and financial market conditions.

The risk of volatile or depressed market prices of our common stock will impact the trading prices for the notes and holders who receive shares of our common stock upon the conversion of their notes, if any. In addition, many of the factors listed above are beyond our control. These factors may cause the market price of our common stock to decline, regardless of our financial condition, results of operations, strategy and prospects. The market price of our common stock may fall in the future, which would adversely affect holders of shares of our common stock and holders of notes.

The accounting treatment of the notes could change in a manner that has a negative impact on our reported earnings and earnings per share.

We are advised that the Financial Accounting Standards Board has under consideration a proposal which would change the accounting principles which govern our accounting treatment of the notes. One proposal would, if issued, require us to record interest expense for the notes from time to time in amounts that exceed the amounts we actually pay. Such an increase in our recorded interest expense would result in a decrease in our reported net income and earnings per share. The notes are convertible into cash and common stock, if any, only if certain conditions are met. A negative influence on market value of our common stock could have an adverse impact on the ability of holders to convert notes, the value received upon conversion and the trading prices of the notes.

Holders of notes will not be entitled to any rights with respect to our common stock, but will be subject to all changes made with respect to our common stock.

Holders of notes will not be entitled to any rights with respect to our common stock (including, without limitation, voting rights and rights to receive any dividends or other distributions on our common stock), but will be subject to all changes affecting the common stock. Holders of notes will have rights with respect to our common stock only from and after the conversion date relating to any conversion of their notes, and then only if and to the extent that the settlement amount includes shares of our common stock. For example, in the event that an amendment is proposed to our articles of incorporation or bylaws requiring shareholder approval and the record date for determining the shareholders of record entitled to vote on the amendment occurs prior to the conversion date in respect of which shares of our common stock are deliverable to holders of notes as part of the settlement amount, such holders will not be entitled to vote on the amendment, although they will nevertheless be subject to any changes in the powers, preferences or special rights of our common stock.

An adverse rating of the notes may cause the trading price of the notes or our common stock to fall.

We do not intend to seek a rating on the notes. However, if in the future one or more rating agencies rate the notes and assign the notes a rating lower than the rating expected by investors, or reduce or withdraw their rating, or place the notes on "watch list," in the future, the market price of the notes and our common stock would be adversely affected.

RATIO OF EARNINGS TO FIXED CHARGES

The table below sets forth Spartan Stores' ratio of earnings to fixed charges for the periods indicated.

	Fiscal Year Ended					
	2007 Pro Forma(1)	March 31, 2007	March 25, 2006	March 26, 2005	March 27, 2004	March 29, 2003
Ratio of Earnings to Fixed Charges(2)	3.27	2.75	2.89	2.57	0.58	(1.09)
Deficiency(3)					$ (9,266)	$ (55,069)

	Fiscal Quarter Ended		
	June 23, 2007 Pro Forma(1)	June 23, 2007	June 27, 2006
Ratio of Earnings to Fixed Charges(2)	3.47	3.18	1.80

(1) The pro forma ratios of earnings to fixed charges assumes that the notes having an aggregate principal amount of $110 million were outstanding for the entire period and that the net proceeds of the note offering were from time to time applied to repayment of indebtedness under our senior secured revolving credit facility, and that any excess was invested in short term investments.

(2) For purposes of calculating the ratio of earnings to fixed charges, earnings consist of pretax earnings from continuing operations plus fixed charges (excluding capitalized interest). Fixed charges consist of interest cost, whether expensed or capitalized, the interest component of rental expense and amortization of debt issue costs, whether expensed or capitalized.

(3) Amount represents the deficiency in earnings to achieve a one to one ratio.

USE OF PROCEEDS

We will not receive any of the proceeds from the sales by selling securityholders of securities pursuant to this prospectus. See "Selling Securityholders" for a list of the persons receiving the proceeds from the sales of securities pursuant to this prospectus.

DESCRIPTION OF NOTES

We issued the notes under an indenture, dated as of May 30, 2007, between us and The Bank of New York Trust Company, N.A., as trustee. Each holder of notes may request a copy of the indenture from us at the address set forth under "Where You Can Find More Information."

The following description is a summary of the material provisions of the notes and the indenture and does not purport to be complete. This summary is subject to and is qualified by reference to all the provisions of the notes and the indenture, including the definitions of certain terms used in the indenture. Wherever particular provisions or defined terms of the indenture or the notes are referred to, these provisions or defined terms are incorporated into this prospectus by reference. We urge holders of notes to read the indenture and the notes because they, and not this description, define the rights of each holder of notes.

As used in this section, "Description of Notes," references to "Spartan Stores," the "Company," "we," "us" and "our" refer only to Spartan Stores, Inc. and do not include its subsidiaries, and references to "you" and "holder" refer to each registered holder of notes.

General

On May 30, 2007, we sold in a private offering $110,000,000 in aggregate principal amount of 3.375% convertible senior notes due 2027 to the initial purchasers for resale to qualified institutional buyers within the meaning of Rule 144A under the Securities Act.

The notes will mature on May 15, 2027 unless earlier converted, redeemed or repurchased. Each holder of notes has the option, subject to certain qualifications and the satisfaction of certain conditions, to convert its notes into cash and shares, if any, of our common stock at an initial conversion rate of 28.0310 shares per $1,000 principal amount of notes. This is equivalent to an initial conversion price of approximately $35.67 per share of common stock. The conversion rate is subject to adjustment if certain events occur.

Upon a surrender of a holder's notes for conversion, unless we have previously exercised our option to satisfy all of our future conversion obligations entirely in common stock as described below under "- Conversion Rights - Option to Irrevocably Elect to Satisfy Future Conversion Obligations in Common Stock," we will deliver cash equal to the lesser of the aggregate principal amount of notes to be converted and our total conversion obligation. We will deliver shares of our common stock in respect of the remainder, if any, of our conversion obligation, as described below under "- Conversion Rights - Payment Upon Conversion." If we deliver common stock upon conversion of a note, a holder will not receive fractional shares but a cash payment to account for any such fractional share, as described below. A holder will not receive any cash payment for interest (or contingent interest, additional interest or additional amounts, if any) accrued and unpaid to the conversion date except under the limited circumstances described below.

The notes are our senior, unsecured obligations and rank equal in right of payment to all of our existing and future unsecured and unsubordinated indebtedness. The notes are issuable only in denominations of $1,000 principal amount and integral multiples thereof. References to "a note" or "each note" in this prospectus refer to $1,000 principal amount of the notes.

As used in this prospectus, "business day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York City.

Any reference to "common stock" means our common stock, no par value.

Each holder and beneficial owner of the notes, by acquiring or holding the notes (or a beneficial interest therein), will be deemed to have agreed in the indenture, for U.S. federal income tax purposes, to treat the notes as "contingent payment debt instruments" and to be bound by our application of the U.S. Treasury regulations that govern contingent payment debt instruments, including our determination that the rate at which interest will be deemed to accrue for U.S. federal income tax purposes will be 8.25% per annum, compounded semi-annually, which is the comparable yield, or the rate at which we would have borrowed senior debt on a non-contingent, nonconvertible basis at the original issue date of the notes. Accordingly, each holder will be required to accrue interest on a constant yield to maturity basis at that rate, with the result that a holder will recognize taxable income significantly in excess of cash received while the notes are outstanding. See "U.S. Federal Income Tax Considerations." YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX TREATMENT OF AN INVESTMENT IN THE NOTES AND WHETHER AN INVESTMENT IN THE NOTES IS ADVISABLE IN LIGHT OF THE AGREED UPON TAX TREATMENT AND YOUR PARTICULAR TAX SITUATION.

Interest and Contingent Interest

The notes bear interest at a rate of 3.375% per year. In addition, we will pay contingent interest to holders of notes during the period commencing May 20, 2012 and ending on November 14, 2012 and for any six-month period thereafter, from and including an interest payment date up to, but excluding, the next interest payment date, if the average contingent interest trading price (as defined below) per $1,000 principal amount of the notes for the five-consecutive-trading-day period ending on the third trading day (as defined below) immediately preceding the first day of such interest period equals 120% or more of the principal amount of the notes.

During any interest period in which contingent interest shall be payable, the contingent interest payable per $1,000 principal amount of the notes will equal 0.25% per annum of the average contingent interest trading price of $1,000 principal amount of notes during the five-consecutive-trading-day period ending on the third trading day immediately preceding the first day of the applicable interest period used to determine whether contingent interest must be paid.

For so long as the notes are held in book-entry only form, interest (including contingent interest, additional interest and additional amounts, if any) will be payable on each interest payment date to the person in whose name a given note is registered at the close of business on the business day before the interest payment date (each, a "record date"). In the event that the notes do not remain in book-entry only form or are not in the form of a global certificate, we will have the right to select record dates, which will be at least one business day before an interest payment date. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will accrue from May 30, 2007 or from the most recent date to which interest has been paid or duly provided for. We will pay interest (including contingent interest, additional interest and additional amounts, if any) semi-annually, in arrears on May 15 and November 15 of each year, commencing on November 15, 2007.

Contingent interest, if any, will accrue from and including the first day of any relevant interest period to but excluding, and be payable on, the interest payment date at the end of such interest period to holders of notes as of the record date relating to such interest payment date. In the event of any determination that holders will be entitled to receive contingent interest with respect to an interest period, we will promptly (i) issue a press release and use our reasonable efforts to post such information on our website or otherwise publicly disclose this information or (ii) provide notice to the holders of notes in a manner contemplated by the indenture, including through the facilities of DTC.

"Contingent interest trading price" means, on any date of determination, the average of the secondary market bid quotations per note obtained by the trustee for $5,000,000 aggregate principal amount of the notes at approximately 3:30 p.m., New York City time, on the determination date from three independent nationally recognized securities dealers we select, provided that:

- if three such bids cannot reasonably be obtained by the trustee, but two such bids are obtained, then the average of the two bids shall be used, and

- if only one such bid can reasonably be obtained by the trustee, this one bid shall be used;

provided further that if no bids are received or, in our reasonable judgment, the bid quotations are not indicative of the secondary market value of the notes, then the contingent interest trading price of the notes on such date of determination will be (a) the applicable conversion rate (as defined below) of the notes multiplied by (b) the closing sale price of our common stock on such determination date.

Upon conversion of a note, a holder will not receive any cash payment of interest (including contingent interest, additional interest and additional amounts, if any) unless, as described below, such conversion occurs after the close of business on a record date and prior to the opening of business on the interest payment date to which that record date relates or such conversion occurs during a registration default as described under "- Registration Rights" below. If we deliver common stock upon surrender of a note for conversion, we will not issue fractional shares of common stock. Instead, we will pay cash in lieu of fractional shares based on the closing sale price of the common stock on the trading day immediately prior to the conversion date. Our delivery to a holder of the full amount of cash and common stock, if any, as described below under "- Conversion Rights - Payment upon Conversion," together with any cash payment for any fractional share, will be deemed to satisfy our obligation to pay:

- the principal amount of the note; and
- accrued but unpaid interest (including contingent interest, additional interest and additional amounts, if any) to but excluding the conversion date.

As a result, accrued but unpaid interest (including contingent interest, additional interest and additional amounts, if any) up to but excluding the conversion date will be deemed to be paid in full rather than cancelled, extinguished or forfeited. For a general discussion of the U.S. federal income tax treatment upon receipt of our common stock upon conversion, see "U.S. Federal Income Tax Considerations."

Notwithstanding the preceding paragraph, if notes are converted after the close of business on a record date but prior to the opening of business on the interest payment date to which that record date relates, holders of such notes at the close of business on the record date will receive the interest (including contingent interest, additional interest and additional amounts, if any) payable on the notes on such interest payment date notwithstanding the conversion. Such notes, upon surrender for conversion, must be accompanied by funds equal to the amount of interest (including contingent interest, additional interest and additional amounts, if any) payable on the notes so converted on the next succeeding interest payment date. However, no such payment need be made:

- in connection with any conversion following the record date immediately preceding the maturity date;
- if we have specified a redemption date that is after a record date and on or prior to the corresponding interest payment date;
- if we have specified a fundamental change purchase date that is after a record date and on or prior to the corresponding interest payment date;
- if a scheduled repurchase date occurs after a record date and on or prior to the corresponding interest payment date; or
- to the extent of any overdue interest (including overdue contingent interest, additional interest and additional amounts, if any) if the same exists at the time of conversion with respect to such note.

In addition, notwithstanding the previous paragraph, we will pay, on the stated maturity, accrued and unpaid interest to but excluding such stated maturity on any notes surrendered for conversion on or after April 12, 2027 to a converting holder.

If any interest payment date, maturity date, redemption date or repurchase date (including upon the occurrence of a fundamental change, as described below) falls on a day that is not a business day, then the required payment will be made on the next succeeding business day with the same force and effect as if made on the date that the payment was due, and no additional interest will accrue on that payment for the period from and after the interest payment date, maturity date, redemption date or repurchase date, as the case may be, to that next succeeding business day.

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Conversion Rights

General

Subject to the qualifications and the satisfaction of the conditions and during the periods described below, holders will have the right to convert their notes prior to the close of business on the business day immediately preceding the maturity date, initially at a conversion rate of 28.0310 shares per $1,000 principal amount of notes, which is equivalent to an initial conversion price of approximately $35.67 per share of common stock. Upon a surrender of a holder's notes for conversion, unless we have previously exercised our option to satisfy all of our future conversion obligations entirely in common stock as described below under "- Option to Irrevocably Elect to Satisfy Future Conversion Obligations in Common Stock," we will deliver cash equal to the lesser of the aggregate principal amount of notes to be converted and our total conversion obligation. We will deliver shares of our common stock in respect of the remainder, if any, of our conversion obligation, as described below under "- Payment Upon Conversion."

The conversion rate in effect at any given time is referred to in this prospectus as the "applicable conversion rate" and will be subject to adjustments as described under "- Conversion Rate Adjustments," but it will not be adjusted for accrued interest. The "applicable conversion price" at any given time is equal to the principal amount of a note divided by the applicable conversion rate. Holders will be entitled to convert notes in denominations of $1,000 principal amount or multiples thereof. Upon surrender of a note for conversion, we will deliver cash and shares of our common stock, if any, as described below under "- Payment upon Conversion."

A holder may convert its notes in whole or in part only in the following circumstances, which are described in more detail below, and to the following extent:

- upon satisfaction of the sale price condition;
- upon satisfaction of the trading price condition;
- if we have called notes for redemption, until the close of business one business day prior to the redemption date for such notes;
- at any time on or after February 15, 2027; or
- upon the occurrence of specified corporate transactions.

Upon any determination by us that holders are or will be entitled to convert their notes in accordance with the foregoing provisions, we will issue a press release and publish the information on our website.

A holder that has submitted its notes for repurchase on a scheduled repurchase date or upon a fundamental change may not subsequently convert those notes unless it validly withdraws its repurchase notice on a timely basis as described below under "- Repurchase Rights" or "- Repurchase of Notes by Us at Option of Holder upon a Fundamental Change."

If a holder converts notes, we will pay any documentary, stamp or similar issue or transfer tax due on the issue of shares of our common stock upon the conversion, unless the tax is due because a holder requests the shares to be issued or delivered to another person, in which case that holder will pay that tax.

Our ability to pay cash to holders upon conversion may be restricted by the loan agreement governing our senior credit facility, limitations or prohibitions on our ability to obtain funds for such payment through dividends from our subsidiaries, the terms of our other then existing financing arrangements or otherwise. See "Risk Factors -

Risks Relating to this Offering - We may not be able to repurchase the notes upon a fundamental change or upon the exercise of a holder's option to require us to repurchase the notes, or to pay cash upon conversion of the notes."

Conversion upon Satisfaction of Sale Price Condition

A holder may surrender any or all of its notes for conversion during any fiscal quarter after the fiscal quarter ending September 15, 2007 if the closing sale price per share of our common stock for at least 20 trading days during the 30-consecutive-trading-day period ending on the last trading day of the previous fiscal quarter is more than 130% of the applicable conversion price per share of our common stock on such last trading day.

The "closing sale price" of our common stock on any date means the closing sale price per share (or, if no closing sale price is reported, the average of the bid and asked prices or, if more than one in either case, the average of the average bid and the average asked prices) on such date as reported by The Nasdaq Global Market or, if our common stock is not reported by The Nasdaq Global Market, in composite transactions for the principal U.S. national or regional securities exchange on which our common stock is traded. If our common stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the closing sale price will be the last quoted bid price for our common stock in the over-the-counter market on the relevant date as reported by the National Quotation Bureau Incorporated or similar organization. If our common stock is not so quoted, the closing sale price will be the average of the mid-point of the last bid and asked prices for our common stock on the relevant date from each of at least three independent nationally recognized investment banking firms selected by us for this purpose.

A "trading day" is any day on which (i) there is no market disruption event (as defined below) and (ii) The Nasdaq Global Market or, if our common stock is not listed on The Nasdaq Global Market, the principal national securities exchange on which our common stock is listed, admitted for trading or quoted, is open for trading or, if the common stock is not so listed, admitted for trading or quoted, any business day. A "trading day" only includes those days that have a scheduled closing time of 4:00 p.m. (New York City time) or the then-standard closing time for regular trading on the relevant exchange or trading system.

A "market disruption event" means the occurrence or existence for more than one half-hour in the aggregate on any scheduled trading day for our common stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by The Nasdaq Global Market or otherwise) in our common stock or in any options, contracts or future contracts relating to our common stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

We will determine daily whether the notes are convertible as a result of the closing sale price of our common stock and will notify the trustee of such determination.

Conversion upon Satisfaction of Trading Price Condition

A holder may surrender any or all of its notes for conversion during the five business days immediately following any five-consecutive-trading day period in which the trading price per $1,000 principal amount of the notes (as determined following a request by a holder of the notes in accordance with the procedures described below) for each day of that period was less than 98% of the product of the closing sale price of our common stock and the applicable conversion rate of the notes on each such day.

The "trading price" of the notes on any date of determination means the average of the secondary market bid quotations per note obtained by the trustee for $5,000,000 aggregate principal amount of the notes at approximately 3:30 p.m., New York City time, on the determination date from three independent nationally recognized securities dealers we select, provided that:

- if three such bids cannot reasonably be obtained by the trustee, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained by the trustee, this one bid shall be used;

provided further that if no bids are received, then for purposes of determining whether the trading price condition has been met the trading price per $1,000 principal amount of the notes will be deemed to be less than 98% of the product of the closing sale price of our common stock and the applicable conversion rate of the notes on that day.

The trustee will have no obligation to determine the trading price of the notes as described in this section unless we have requested such determination; and we shall have no obligation to make such request unless a holder provides us with reasonable evidence that the trading price per $1,000 principal amount of notes would be less than 98% of the product of the closing sale price of our common stock and the applicable conversion rate of the notes on that day. At such time, we will instruct the trustee to determine the trading price of the notes beginning on the next trading day and on each successive trading day until the trading price per $1,000 principal amount of notes is greater than or equal to 98% of the product of the closing price of our common stock and the applicable conversion rate of the notes.

Conversion upon Notice of Redemption

Holders may surrender for conversion any or all of its notes called for redemption at any time prior to the close of business one business day prior to the redemption date for such notes, even if those notes are not otherwise convertible at that time.

Conversion on or after February 15, 2027

A holder may surrender any or all of its notes for conversion at any time on or after February 15, 2027 until the close of business on the business day immediately preceding the maturity date.

Conversion upon Specified Corporate Transactions

Certain Distributions

If we elect to:

- distribute to all or substantially all holders of our common stock certain rights or warrants entitling them to purchase, for a period expiring within 60 days after the date of the distribution, shares of our common stock at less than the closing sale price of a share of our common stock on the trading day immediately preceding the announcement date of the distribution; or

- distribute to all or substantially all holders of our common stock, assets (including cash), debt securities or rights or warrants to purchase our securities, which distribution has a per-share value as determined by our board of directors exceeding 10% of the closing sale price of our common stock on the trading day immediately preceding the announcement date for such distribution,

we must notify holders of notes at least 20 business days prior to the ex-dividend date for such distribution. Once we have given such notice, holders may surrender their notes for conversion at any time until the earlier of the close of business on the business day immediately prior to the ex-dividend date or any announcement that such distribution will not take place. No holder may exercise this right to convert if the holder otherwise could participate in the distribution without conversion. The "ex-dividend" date is the first date upon which a sale of the common stock does not automatically transfer the right to receive the relevant distribution from the seller of the common stock to its buyer.

Fundamental Change Transactions

If a fundamental change occurs, regardless of whether a holder has the right to put the notes as described under "- Repurchase of Notes by Us at Option of Holder upon a Fundamental Change," a holder may surrender notes for conversion at any time from and including the effective date of the transaction until and including the 30th business day following such effective date. We will notify holders and the trustee at the same time we publicly announce such transaction (but in no event less than five business days prior to the anticipated effective date of such transaction).

If a holder elects to convert its notes in connection with certain fundamental change transactions described below under "- Make Whole Amount" the effective date of which occurs prior to May 15, 2014, we will increase the applicable conversion rate by a number of additional shares of our common stock as described below under "- Make Whole Amount."

If a transaction described above occurs, a holder may also have the right to require us to repurchase all or a portion of its notes, as described under "- Repurchase of Notes by Us at Option of Holder upon a Fundamental Change."

Conversion Procedures

To convert a note, a holder must do each of the following:

- complete and manually sign the conversion notice on the back of the note, or a facsimile of the conversion notice, and deliver this notice to the conversion agent, which notice will be irrevocable;
- surrender the note to the conversion agent;
- if required, furnish appropriate endorsements and transfer documents;
- if required, pay all transfer or similar taxes; and
- if required, pay funds equal to interest payable on the next interest payment date.

The date a holder complies with these requirements is the "conversion date" under the indenture. The notes will be deemed to have been converted immediately prior to the close of business on the conversion date and the converting holder will be treated as a shareholder of record of Spartan Stores as of that time. If a holder's interest is a beneficial interest in a global note, to convert, a holder must comply with the last three requirements listed above and comply with the depositary's procedures for converting a beneficial interest in a global note.

The conversion agent will initially be the trustee. The conversion agent will convert the notes into cash and shares, if any, of common stock at an initial conversion rate of 28.0310 shares per $1,000 principal amount of notes. A holder may obtain copies of the required form of the conversion notice from the conversion agent. Payments of cash and, if common stock is to be delivered, a stock certificate or certificates will be delivered to the holder, or a book-entry transfer through DTC will be made, for the number of shares of common stock determined as set forth below under "- Payment upon Conversion."

Payment upon Conversion

In connection with any conversion, we will satisfy our obligation to convert the notes (the "conversion obligation") by delivering to holders in respect of each $1,000 aggregate principal amount of notes being converted a "settlement amount" equal to the sum of the daily settlement amounts for each of the 20 consecutive trading days in the cash settlement averaging period.

The "daily settlement amount" for each of the 20 consecutive trading days in the cash settlement averaging period shall consist of:

(1) cash equal to the lesser of $50 and the daily conversion value; and

(2) to the extent the daily conversion value exceeds $50, a number of shares equal to (A) the difference between the daily conversion value and $50 (such difference being referred to as the "daily excess amount"), divided by (B) the closing sale price of our common stock for such trading day (or the consideration into which one share of our common stock has been converted or exchanged in connection with certain corporate transactions).

We will not issue fractional shares of common stock upon conversion of the notes. Instead, we will pay the cash value of such fractional shares based upon the closing sale price of our common stock on the trading day immediately preceding the conversion date. Upon conversion of a note, a holder will not receive any cash payment of interest (including contingent interest, additional interest and additional amounts, if any) unless such conversion occurs between a record date and the interest payment date to which that record date relates. We will deliver the settlement amount on the third business day following the expiration of the cash settlement averaging period.

The "daily conversion value" means, for each of the 20 consecutive trading days during the cash settlement averaging period, one-twentieth (1/20th) of the product of (1) the applicable conversion rate and (2) the closing sale price of our common stock on such trading day.

The "cash settlement averaging period" with respect to any notes means the 20-consecutive-trading-day period beginning:

- on the redemption date if prior to the relevant conversion date we have called the notes that are being converted for redemption;
- on the maturity date if the relevant conversion date is on or after April 12, 2027; and
- on the second trading day after the relevant conversion date.

If a holder tenders notes for conversion and the daily conversion value is being determined at a time when the notes are convertible into other property in addition to or in lieu of our common stock, the settlement amount will be determined based on the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of our common stock equal to the conversion rate would have owned or been entitled to receive in such transaction and the value thereof for each applicable trading day during the cash settlement averaging period, as described under "- Conversion Rate Adjustments."

Option to Irrevocably Elect to Satisfy Future Conversion Obligations in Common Stock

Notwithstanding the provisions described above under "- Payment upon Conversion," at any time on or prior to May 15, 2014 we may irrevocably elect, in our sole discretion without the consent of the holders of notes, to satisfy all of our future conversion obligations entirely in common stock (a "physical settlement election"). If, in the future, we make a physical settlement election, we will deliver to you, in respect of any notes that you convert after that election, a number of shares equal to (i) the aggregate principal amount of notes to be converted (ii) divided by $1,000 and (iii) multiplied by the applicable conversion rate (which will include any increase to reflect any additional shares which you may be entitled to receive as described under "- Make-Whole Amount"). We will deliver such shares on the third business day after the conversion date.

Although we have a right to elect physical settlement, we do not presently intend to make that election.

Prior to making any physical settlement election, we may irrevocably elect to waive our right to make any such election. Any such waiver would be effective upon our delivery to the trustee of a notice that we are irrevocably waiving our ability to make a physical settlement election at any time in the future with respect to the notes. If we make a physical settlement election in the future, that election will be irrevocable and our right to waive the ability to make a physical settlement election will expire.

Conversion Rate Adjustments

The applicable conversion rate will be subject to adjustment, without duplication, upon the occurrence of any of the following events:

(1) If we issue our common stock as a dividend or distribution on our common stock, or if we effect a share split or share combination, the conversion rate will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where

CR_0 = the conversion rate in effect immediately prior to the ex-dividend date for such dividend or distribution, or the effective date of such share split or share combination;

CR_1 = the new conversion rate in effect immediately after the ex-dividend date for such dividend or distribution, or the effective date of such share split or share combination;

OS_0 = the number of shares of our common stock outstanding immediately prior to such ex-dividend date, or effective date; and

OS_1 = the number of shares of our common stock outstanding immediately prior to such ex- dividend date, or effective date but after giving effect to such dividend, distribution, share split or share combination.

If any dividend or distribution described in this clause (1) is declared but not so paid or made, the new conversion rate shall be readjusted to the conversion rate that would then be in effect if such dividend or distribution had not been declared.

(2) If we distribute to all, or substantially all, holders of our common stock any rights, warrants or options entitling them for a period of not more than 60 days after the date of issuance thereof to subscribe for or purchase our common stock at an exercise price per share of our common stock less than the average of the closing sale prices of our common stock for each trading day in the 10-consecutive-trading-day period ending on the trading day immediately preceding the time of announcement of such issuance, the conversion rate will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{(OS_0 + X)}{(OS_0 + Y)}$$

where

CR_0 = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

CR_1 = the new conversion rate in effect immediately after the ex-dividend date for such distribution;

OS_0 = the number of shares of our common stock outstanding immediately prior to the ex-dividend date for such distribution;

X = the number of shares of our common stock issuable pursuant to such rights, warrants or options; and

Y = the number of shares of our common stock equal to the quotient of (A) the aggregate price payable to exercise such rights, warrants or options and (B) the average of the closing sale prices of our common stock for each trading day in the 10-consecutive-trading-day period ending on the trading day immediately preceding the date of announcement for the issuance of such rights, warrants or options.

For purposes of this clause (2), in determining whether any rights, warrants or options entitle the holders to subscribe for or purchase our common stock at less than the average of the closing sale prices for each trading day in the applicable 10-consecutive-trading-day period, there shall be taken into account any consideration we receive for such rights, warrants or options and any amount payable on exercise thereof, with the value of such consideration, if other than cash, to be determined by our board of directors. If any right, warrant or option described in this clause (2) is not exercised prior to the expiration of the exercisability thereof, the new conversion rate shall be readjusted to the conversion rate that would then be in effect if such right, warrant or option had not been so issued.

(3) If we distribute shares of our capital stock, evidences of indebtedness or other assets or property to all, or substantially all, holders of our common stock, excluding:

(A) dividends, distributions, rights, warrants or options referred to in clause (1) or (2) above;

(B) dividends or distributions paid exclusively in cash; and

(C) Spin-Offs described below in this clause (3),

then the conversion rate will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{(SP_0 - FMV)}$$

where

CR_0 = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

CR_1 = the new conversion rate in effect immediately after the ex-dividend date for such distribution;

SP_0 = the average of closing sale prices of our common stock for each trading day in the 10-consecutive-trading-day period ending on the trading day immediately preceding the ex-dividend date for such distribution; and

FMV = the fair market value (as determined in good faith by our board of directors) of the shares of capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of our common stock on the earlier of the record date or the ex-dividend date for such distribution.

With respect to an adjustment pursuant to this clause (3), where there has been a payment of a dividend or other distribution to all, or substantially all, holders of our common stock of shares of capital stock of any class or series, or similar equity interest, of or relating to our subsidiary or other business unit (a "Spin-Off"), the conversion rate in effect immediately before the close of business on the effective date of the Spin-Off will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{(FMV_0 + MP_0)}{MP_0}$$

where

CR_0 = the conversion rate in effect immediately prior to the effective date of the Spin-Off;

CR_1 = the new conversion rate after the Spin-Off;

FMV_0 = the average of the closing sale prices of the capital stock or similar equity interest distributed to holders of our common stock applicable to one share of our common stock over the 10 consecutive trading days after, and including, the effective date of the Spin-Off; and

MP_0 = the average of the closing sale prices of our common stock over the 10 consecutive trading days after, and including, the effective date of the Spin-Off.

An adjustment to the conversion rate made pursuant to the immediately preceding paragraph will occur on the 10th trading day from, and including, the effective date of the Spin-Off; provided that in respect of any conversion within the 10 trading days following, and including, the effective date of any Spin-Off, references within this clause (3) to 10 trading days shall be deemed replaced with such lesser number of trading days as have elapsed between the effective date of such Spin-Off and the conversion date in determining the applicable conversion rate.

If any such dividend or distribution described in this clause (3) is declared but not paid or made, the new conversion rate shall be readjusted to be the conversion rate that would then be in effect if such dividend or distribution had not been declared.

(4) If we make any cash dividend or distribution to all, or substantially all, holders of our outstanding common stock, other than regular quarterly cash dividends (without regard to the actual quarterly period in which paid) that do not exceed \$0.05 per share (the "reference dividend"), the conversion rate will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{(SP_0 - C)}$$

where

CR_0 = the conversion rate in effect immediately prior to the ex-dividend date for such distribution;

CR_1 = the new conversion rate immediately after the ex-dividend date for such distribution;

SP_0 = the average of the closing sale prices of our common stock for each trading day in the 10-consecutive-trading-day period ending on the trading day immediately preceding the ex-dividend date for such distribution; and

C = the amount in cash per share that we distribute to holders of our common stock in respect of the applicable quarterly period that exceeds the reference dividend.

If any dividend or distribution described in this clause (4) is declared but not so paid or made, the new conversion rate shall be readjusted to the conversion rate that would then be in effect if such dividend or distribution had not been declared.

The reference dividend amount is subject to adjustment in a manner inversely proportional to adjustments to the conversion rate; provided that no adjustment will be made to the reference dividend amount for any adjustment made to the conversion rate under this clause (4).

Notwithstanding the foregoing, if an adjustment is required to be made under this clause (4) as a result of a distrib