

# FASTENAL CO

## FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 04/25/18

Address	2001 THEURER BLVD WINONA, MN, 55987
Telephone	5074545374
CIK	0000815556
Symbol	FAST
SIC Code	5200 - Retail-Building Materials, Hardware, Garden Supply
Industry	Industrial Machinery & Equipment
Sector	Industrials
Fiscal Year	12/31

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

**FORM S-8**

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

**FASTENAL COMPANY**

(Exact Name of Registrant as Specified in Its Charter)

**Minnesota**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**41-0948415**  
(I.R.S. Employer  
Identification No.)

**2001 Theurer Boulevard  
Winona, MN 55987-1500**  
(Address of Principal Executive Offices and Zip Code)

**FASTENAL COMPANY NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN**  
(Full Title of the Plan)

**Holden Lewis**  
**Executive Vice President and Chief Financial Officer**  
**Fastenal Company**  
**2001 Theurer Boulevard**  
**Winona, MN 55987-1500**  
(Name and Address of Agent for Service)

*copy to:*

**Nicole Leimer**  
**Faegre Baker Daniels LLP**  
**2200 Wells Fargo Center**  
**90 South Seventh Street**  
**Minneapolis, MN 55402-3901**

Telephone number, including area code, of agent for service: **(507) 454-5374**

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 definition of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-accelerated Filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller Reporting Company	<input type="checkbox"/>
		Emerging Growth Company	<input type="checkbox"/>

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.

### CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Share <sup>(2)</sup>	Proposed Maximum Aggregate Offering Price <sup>(2)</sup>	Amount of Registration Fee <sup>(2)</sup>
Common Stock, \$.01 par value	2,500,000	49.57	123,925,000.00	15,428.66

- (1) This Registration Statement also will cover any additional shares of common stock that become issuable under the Non-Employee Director Stock Option Plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the registrant's receipt of consideration that results in an increase in the number of outstanding shares of the registrant's common stock.
- (2) Offering price estimated solely for the purpose of determining the registration fee pursuant to Rule 457(h) under the Securities Act of 1933, as amended, based on the average of the high and low sale prices per share of the Registrant's common stock as quoted on the Nasdaq Global Select Market on April 24, 2018.

## PART I

The document(s) containing the information specified in Part I will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). Such documents are not being filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. Such documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

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

The following documents previously filed (File No. 000-16125) with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are, as of their respective dates, incorporated by reference in this Registration Statement:

(a) The Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2017 (which incorporates by reference certain portions of the Company's 2017 Annual Report to Shareholders and Definitive Proxy Statement for the Company's 2018 Annual Meeting of Shareholders);

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Annual Report on Form 10-K referred to in (a) above (other than information deemed to have been "furnished" rather than "filed" in accordance with the Commission's rules); and

(c) The description of the Company's common stock contained in the Registration Statement on Form 8-A filed on August 12, 1987 pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, and all amendments and reports filed for the purpose of updating such description.

In addition, all documents filed by the Company pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act after the date of this Registration Statement and before the filing of a post-effective amendment (other than information deemed to have been "furnished" rather than "filed" in accordance with the Commission's rules) that indicates that all shares of common stock offered have been sold, or that deregisters all shares of common stock then remaining unsold, shall be deemed to be incorporated by reference in, and to be a part of, this Registration Statement from the date of filing of those documents.

Any statement contained in a document incorporated, or deemed to be incorporated, by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or incorporated herein by reference or in any other subsequently filed document that is or is deemed to be incorporated by reference herein modifies or supersedes that statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of 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.**

The Company is subject to Minnesota Statutes Chapter 302A, the Minnesota Business Corporation Act (the "MBCA"). Section 302A.521 of the MBCA provides that, unless prohibited by its articles of incorporation or bylaws, a corporation must indemnify an officer or director who is made or threatened to be made a party to a proceeding by reason of such person's present or former official capacity against judgments, penalties, fines, settlements and reasonable expenses, including attorneys' fees and disbursements, incurred by such person in connection with the proceeding, if certain criteria are met. These criteria, all of which

must be met by the person seeking indemnification, are (a) that such person has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, settlements and expenses; (b) that such person must have acted in good faith; (c) that no improper personal benefit was obtained by such person and such person satisfied certain statutory conflicts of interest provisions, if applicable; (d) that, in the case of a criminal proceeding, such person had no reasonable cause to believe that the conduct was unlawful; and (e) that such person must have acted in a manner he reasonably believed was in the best interests of the corporation or, in the case of conduct while serving as a director, officer, partner, trustee, employee or agent of another organization or employee benefit plan, not opposed to the best interests of the corporation. Section 302A.521 of the MBCA also provides that, unless prohibited by the corporation's articles of incorporation or bylaws, if a director or officer is made or threatened to be made a party to a proceeding, such person is entitled to payment or reimbursement by the corporation of reasonable expenses, including attorneys' fees and disbursements, incurred by such person in advance of the final disposition of the proceeding (a) upon receipt by the corporation of a written affirmation by such person of a good faith belief that the criteria for indemnification have been satisfied and a written undertaking by such person to repay all amounts so paid or reimbursed if it is ultimately determined that the criteria for indemnification have not been satisfied; and (b) after a determination that the facts then known would not preclude indemnification. The determination as to eligibility for indemnification and advancement of expenses is required to be made by the members of the corporation's board of directors or a committee of the board who are at the time not parties to the proceeding under consideration, by special legal counsel, by the shareholders who are not parties to the proceeding or by a court.

Article VIII of the Company's Restated Articles of Incorporation eliminates the personal liability of the directors of the Company to the Company and its shareholders for monetary damages for breach of fiduciary duty, other than liability of a director (a) for breach of the director's duty of loyalty to the Company or its shareholders; (b) for acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law; (c) under Section 302.559 (liability for illegal distributions to shareholders) or 80A.23 (liability for violations of the anti-fraud or registration provisions of state securities laws) of the Minnesota Statutes; (d) for any transaction from which the director derived an improper personal benefit; or (e) for any act or omission occurring prior to the effective date of Article VIII (June 3, 1987).

Article VI, Section 1 of the Company's Restated Bylaws requires the Company to provide indemnification and advancement of expenses, including witness reimbursements, to any director or officer of the Company made or threatened to be made a party to a proceeding, or appearing as a witness in a proceeding, by reason of the former or present official capacity of the person, in such manner, under such circumstances, and to such extent, as is required or permitted by Section 302A.521 of the MBCA or by other provisions of law.

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

Not Applicable.

**Item 8. Exhibits.**

4.1	<a href="#"><u>Restated Articles of Incorporation of Fastenal Company, as amended (incorporated by reference to Exhibit 3.1 to Fastenal Company's Form 10-Q for the quarter ended March 31, 2012 (file no. 000-016125))</u></a>
4.2	<a href="#"><u>Restated By-Laws of Fastenal Company (incorporated by reference to Exhibit 3.2 to Fastenal Company's Form 8-K dated as of October 15, 2010 (file no. 000-16125))</u></a>
5	<a href="#"><u>Opinion of Faegre Baker Daniels LLP, counsel for the Company</u></a>
23.1	<a href="#"><u>Consent of Faegre Baker Daniels LLP (contained in Exhibit 5 to this Registration Statement)</u></a>
23.2	<a href="#"><u>Consent of Independent Registered Public Accounting Firm</u></a>
24	<a href="#"><u>Powers of Attorney</u></a>
99	<a href="#"><u>Fastenal Company Non-Employee Director Stock Option Plan</u></a>

**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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a twenty percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective 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 periodic 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 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 herein, 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, 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 Winona, State of Minnesota on the 25<sup>th</sup> day of April, 2018.

### FASTENAL COMPANY

By: /s/ Daniel L. Florness

Daniel L. Florness, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below on April 25, 2018 by the following persons in the capacities indicated, including a majority of the registrant's directors:

<u>Name</u>	<u>Title</u>
<u>/s/ Daniel L. Florness</u> Daniel L. Florness	President, Chief Executive Officer (Principal Executive Officer), and Director
<u>/s/ Holden Lewis</u> Holden Lewis	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Sheryl A. Lisowski</u> Sheryl A. Lisowski	Controller, Chief Accounting Officer, and Treasurer (Principal Accounting Officer)
<u>*</u> Willard D. Oberton	Director (Chairman)
<u>*</u> Michael J. Ancius	Director
<u>*</u> Michael J. Dolan	Director
<u>*</u> Stephen L. Eastman	Director
<u>*</u> Rita J. Heise	Director
<u>*</u> Darren R. Jackson	Director
<u>*</u> Daniel L. Johnson	Director
<u>*</u> Scott A. Satterlee	Director
<u>*</u> Reyne K. Wisecup	Director
<u>*By: /s/ Holden Lewis</u> Holden Lewis, Attorney-in-Fact	

**Faegre Baker Daniels LLP**  
2200 Wells Fargo Center, 90 South Seventh Street  
Minneapolis, Minnesota 55402-3901  
**Phone +1 612 766 7000**  
**Fax +1 612 766 1600**

April 25, 2018

The Board of Directors  
Fastenal Company  
2001 Theurer Boulevard  
Winona, MN 55987

Ladies and Gentlemen:

We have acted as counsel to Fastenal Company, a Minnesota corporation (the “Company”), in connection with the Registration Statement on Form S-8 (the “Registration Statement”) filed by the Company with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to the registration of up to 2,500,000 shares of common stock, par value \$.01 per share (the “Shares”), of the Company, to be issued by the Company pursuant to the Company’s Non-Employee Director Stock Option Plan (the “Plan”).

For purposes of this opinion letter, we have examined the Registration Statement, the Plan, the Restated Articles of Incorporation of the Company, as currently in effect, the Restated By-Laws of the Company, as currently in effect, and the resolutions of the Company’s board of directors authorizing the issuance of the Shares. We have also examined originals, or duplicates or certified or conformed copies, of such corporate records and other records, agreements, instruments and documents as we have deemed necessary as a basis for the opinions hereinafter expressed, and have reviewed such matters of law as we have deemed relevant hereto. As to questions of fact material to this opinion, we have relied upon certificates, statements or representations of public officials and of officers and other representatives of the Company, without any independent verification thereof.

In rendering the opinions set forth below, we have assumed: (i) the legal capacity of all natural persons; (ii) the genuineness of all signatures; (iii) the authenticity of all documents submitted to us as originals; (iv) the conformity to original documents of all documents submitted to us as certified, conformed, photostatic or facsimile copies; (v) the authenticity of the originals of such latter documents; (vi) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments, certificates and records we have reviewed; and (vii) the absence of any undisclosed modifications to the agreements and instruments reviewed by us. We have also assumed that the Company’s board of directors, or a duly authorized committee thereof, will have approved the issuance of each award under the Plan prior to the issuance thereof.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, it is our opinion that all necessary corporate action on the part of the Company has been taken to authorize the issuance and sale of the Shares to be issued in accordance with the Plan and that, when (a) issued and sold as contemplated in the Registration Statement and in accordance with the Plan and the terms of the applicable awards granted under the Plan, and (b) where applicable, the consideration for the Shares specified in the Plan and the terms of any awards granted under the Plan has been received by the Company, the Shares will be validly issued, fully paid and nonassessable under the current laws of the State of Minnesota.

We are admitted to the practice of law in the State of Minnesota and the foregoing opinions are limited to the laws of that state.

This opinion speaks only as of the date the Registration Statement becomes effective under the Securities Act, and we assume no obligation to revise or supplement this opinion thereafter. This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein.

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 in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

FAEGRE BAKER DANIELS LLP

By: /s/ Nicole J. Leimer

Nicole J. Leimer

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors and Shareholders

Fastenal Company

We consent to the use of our report dated February 5, 2018 with respect to the consolidated balance sheets of Fastenal Company and subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of earnings, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes and financial statement schedule (collectively, the "consolidated financial statements"), and the effectiveness of internal control over financial reporting as of December 31, 2017, incorporated by reference herein.

Our report dated February 5, 2018 on the effectiveness of internal control over financial reporting as of December 31, 2017, contains an explanatory paragraph that states management excluded from their assessment of the effectiveness of internal control over financial reporting, as of December 31, 2017, the March 31, 2017 acquisition of Manufacturers Supply Company's (Mansco's) internal control over financial reporting associated with total assets of approximately one percent of Fastenal Company's total assets and revenues of approximately one percent of Fastenal Company's total revenues included in the consolidated financial statements of Fastenal Company and subsidiaries as of and for the year ended December 31, 2017. Our audit of the effectiveness of internal control over financial reporting of Fastenal Company also excluded an evaluation of the internal control over financial reporting of Mansco.

/s/ KPMG LLP  
Minneapolis, MN

April 25, 2018

FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Willard D. Oberton

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Willard D. Oberton

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FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Michael J. Ancius

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Michael J. Ancius

FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Michael J. Dolan

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Michael J. Dolan

FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Stephen L. Eastman

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Stephen L. Eastman

FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Rita J. Heise

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Rita J. Heise

FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Darren R. Jackson

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Darren R. Jackson

FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Daniel L. Johnson

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Daniel L. Johnson

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FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Scott A. Satterlee

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Scott A. Satterlee

FASTENAL COMPANY

Power of Attorney of Director

Each of the undersigned hereby appoints Daniel L. Florness and Holden Lewis, and each of them (with full power to act alone), as attorneys and agents for the undersigned, with full power of substitution, for and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, any and all amendments and exhibits to this Registration Statement and any and all applications, instruments and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable.

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this 24<sup>th</sup> day of April, 2018.

/s/ Reyne K. Wisecup

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Reyne K. Wisecup

**FASTENAL COMPANY**  
**NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN**

This Plan is adopted and made by Fastenal Company, a Minnesota corporation with principal offices at Winona, Minnesota (the “Company”), for the benefit of the Non-Employee Directors of the Company.

1. Purpose.

The Fastenal Company Non-Employee Director Stock Option Plan (the “Plan”) is intended to encourage and enable each of the Company’s Non-Employee Directors to elect to receive awards of options to acquire shares of the Company’s common stock in lieu of some or all of the annual cash retainer payments that the Director would otherwise be entitled to receive for service on the Company’s Board, thereby more closely aligning the interests of the Directors with those of the Company’s shareholders.

2. Definitions.

- (a) “Administrator” means the Board or the committee appointed by the Board to administer the Plan, as specified in Section 10.
  - (b) “Board” means the Board of Directors of the Company.
  - (c) “Code” means the Internal Revenue Code of 1986, as amended and in effect from time to time. For purposes of the Plan, references to Sections of the Code shall be deemed to include any applicable regulations or interpretations thereunder and any successor or similar statutory provisions.
  - (d) “Company” means Fastenal Company, a Minnesota corporation, and any successor corporation.
  - (e) “Common Stock” means the Company’s \$.01 par value common stock.
  - (f) “Employee” means an employee of the Company or a Subsidiary.
  - (g) “Exercise Price” means the specified price at which Shares subject to an Option may be purchased.
  - (h) “Fair Market Value” means the fair market value of a Share determined as follows:
    - (1) If the Shares are readily tradable on an established securities market (as determined under Code Section 409A), then Fair Market Value will be the closing sales price for a Share on the principal securities market on which it trades on the date for which it is being determined, or if no sale of Shares occurred on that date, on the next preceding date on which a sale of Shares occurred, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or
    - (2) If the Shares are not then readily tradable on an established securities market (as determined under Code Section 409A), then Fair Market Value will be determined by the Administrator as the result of a reasonable application of a reasonable valuation method that satisfies the requirements of Code Section 409A.
  - (i) “Non-Employee Director” means a member of the Board who is not an Employee.
  - (j) “Option” means a right granted under the Plan to purchase a specified number of Shares at a specified price during a specified period of time. Each Option granted under the Plan will be a non-qualified stock option not intended to satisfy the requirements of Code Section 422.
  - (k) “Participant” means an individual to whom a then-outstanding Option has been granted under the Plan.
  - (l) “Reorganization” means a statutory merger, statutory consolidation or statutory share exchange involving the Company, a sale of all or substantially all of the assets of the Company, or a sale, pursuant to an agreement with the Company, of securities of the Company, any of which results in the Company not being the surviving or acquiring company, or in the Company becoming a wholly-owned subsidiary of another company after the effective date of the Reorganization.
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(m) “Share” means a share of Common Stock, or such other securities or property as may become subject to an Option in lieu of or in addition to a Share pursuant to an adjustment as provided under Section 8 of the Plan.

(n) “Subsidiary” means a subsidiary corporation of the Company as defined in Section 424 of the Code.

3. Shares Subject to Options.

The aggregate number of authorized and unissued Shares for which Options may be granted and which may be purchased upon the exercise of Options granted under the Plan shall not exceed 2,500,000, subject to adjustment under the provisions of Section 8. In the event any Option shall, for any reason, terminate or expire or be forfeited or surrendered without having been exercised in full, the Plan’s share reserve as specified in the preceding sentence shall correspondingly be replenished. If the elections by Participants pursuant to Section 5 for any calendar year would otherwise involve a number of Shares that would exceed the number of Shares then available in the Plan’s share reserve, the Administrator will allocate to each Participant a ratable portion of the remaining number of Shares in the Plan’s share reserve, and the resulting Option awards shall be adjusted accordingly.

4. Participants.

All Non-Employee Directors shall be eligible to participate in the Plan, and will become Participants if they timely elect to participate in accordance with Section 5.

5. Election to Participate.

(a) Making an Election. On or before any December 31 occurring after the effective date of this Plan, each Non-Employee Director may elect to receive an Option award under the Plan in lieu of some or all of the annual cash retainer payment (the “Annual Retainer”) that such Director would otherwise be entitled to receive for services as a Non-Employee Director of the Company during calendar years commencing after the effective date of such election (an “Election”). A Non-Employee Director may elect to receive an Option award in lieu of any ten percent increment of an Annual Retainer amount between 10% and 100% of such payment amount. Any such Election shall be made by completing, signing and submitting to the Company the Election form approved for such purpose by the Administrator, and will be effective with respect to the Annual Retainer otherwise payable for services as a Non-Employee Director performed during each calendar year commencing after the effective date of the Election, unless the Participant changes the Election in accordance with Section 5(b).

(b) Changing an Election. If a Participant wishes to change an existing Election to either (i) change the percentage of such Participant’s Annual Retainer to be received in the form of an Option award, or (ii) discontinue receiving any portion of his or her Annual Retainer in the form of an Option award, he or she may do so by submitting to the Company an amended Election form approved by the Administrator for that purpose, and such amended Election will take effect on the January 1 immediately following the Company’s receipt of the amended Election form. Once an Election becomes effective as of the first day of a calendar year, such election shall be irrevocable for that calendar year, and an amended Election may only be made with respect to an Annual Retainer for services performed as a Non-Employee Director on and after the first day of the calendar year commencing after the date the Company receives such amended Election form.

6. Grant of Option Awards.

For each calendar year during the term of this Plan when an Election pursuant to Section 5 is in effect for a Non-Employee Director, such Director will be granted an Option award hereunder on the date specified by the Administrator during such calendar year (a “Grant Date”) on which some or all of the Annual Retainer would have been paid to the Director but for such Election. Each Option award pursuant to the Plan will be evidenced by a grant notification in the form approved by the Administrator (the “Grant Notification”).

7. Terms and Conditions of Option Awards. All Option awards granted under the Plan shall be subject to the following terms and conditions:

(a) Number of Option Shares. The number of Shares subject to each Option award will be determined by dividing (i) the portion of the Annual Retainer that a Participant would have received in cash on the Grant Date but for the Election by (ii) the Black-Scholes value as of the Grant Date of each Share subject to the Option award, and rounding to the nearest whole number.

(b) Exercise Price. The per Share Exercise Price of each Option award shall be determined and stated by the Administrator at the time of grant, but shall not be less than the Fair Market Value of a Share on the Grant Date of the Option award.

(c) Vesting and Exercisability. Each Option award will be fully vested and exercisable on its Grant Date.

(d) Period of Option. The expiration date with respect to each Option award shall be determined and stated by the Administrator at the time of grant.

(e) Transferability of Option Awards. During the lifetime of a Participant, only the Participant or the Participant's guardian or legal representative may exercise an Option, and no Option may be sold, assigned, transferred, exchanged or encumbered, voluntarily or involuntarily, other than by will or the laws of descent and distribution. Any attempted transfer in violation of this Section 7(e) shall be of no effect. Any Option award held by a permitted transferee shall continue to be subject to the same terms and conditions that were applicable to that award immediately before the transfer thereof. For purposes of any provision of the Plan relating to notice to a Participant or to expiration of an Option upon termination of service of a Participant, the references to "Participant" shall mean the original grantee of an Option award and not any transferee.

(f) Shareholder Rights. Neither a Participant nor any permitted transferee of an Option shall have any of the rights of a shareholder of the Company until the Option has been exercised and the Shares purchased are properly issued to such Participant or transferee.

(g) Manner of Exercise Each exercise of an Option shall be in writing, in such form as the Administrator may prescribe, delivered to the Administrator or its designee, specifying the number of Shares being purchased and accompanied by payment of the Exercise Price for such Shares, by check payable to the Company or in such other manner as the Administrator may prescribe.

(h) Forfeiture For Breach of Obligations. Notwithstanding any other provision in this Plan, if a Participant violates any duty of loyalty owed to, or agreement with, the Company in any material respect, any outstanding Option held by such Participant shall be subject to immediate forfeiture in the discretion of the Board, and with respect to any Option that has been exercised by such Participant within a 12 month period prior to the occurrence of such violation, the Board may demand payment of and the Participant shall be liable to the Company for the difference between the aggregate Fair Market Value on the date of exercise of the Shares acquired upon such exercise and the aggregate Exercise Price of such Shares. The Participant shall pay such amount promptly upon demand by the Company.

#### 8. Adjustments and Reorganizations.

(a) Adjustments for Changes in Capitalization. In the event of any equity restructuring (within the meaning of FASB ASC Topic 718) that causes the per share value of Shares to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the Administrator shall make such adjustments as it deems equitable and appropriate to (i) the aggregate number and kind of Shares or other securities subject to the Plan, (ii) the number and kind of Shares or other securities subject to outstanding Option awards, and (iii) the Exercise Price of outstanding Option awards. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Administrator to prevent dilution or enlargement of rights of Participants. In either case, any such adjustment shall be conclusive and binding for all purposes of the Plan. No adjustment shall be made pursuant to this Section 8(a) in connection with the conversion of any convertible securities of the Company, or in a manner that would cause an Option to be subject to adverse tax consequences under Section 409A of the Code.

(b) Dissolution or Liquidation. In the event of the dissolution or liquidation of the Company, any Option granted under the Plan shall terminate as of a date to be fixed by the Administrator, provided that not less than 30 days written notice of the date so fixed shall be given to each Participant and each such Participant shall have the right during such period (but in no event beyond the expiration date of the applicable Option) to exercise each of his or her outstanding Options as to all or any part of the Shares covered thereby.

(c) Reorganization. In the event of a Reorganization, then:

(1) If there is no plan or agreement respecting the Reorganization ("Reorganization Agreement") or if the Reorganization Agreement does not specifically provide for the change, conversion, or exchange of the Shares

under outstanding and unexercised Options for securities of another corporation, then any Option granted under the Plan shall terminate as of a date to be fixed by the Administrator, provided that not less than 30 days written notice of the date so fixed shall be given to each Participant and each such Participant shall have the right during such period (but in no event beyond the expiration date of the applicable Option) to exercise each of his or her outstanding Options as to all or any part of the Shares covered thereby; or

(2) If there is a Reorganization Agreement and if the Reorganization Agreement specifically provides for the change, conversion, or exchange of the Shares under outstanding and unexercised Options for securities of another corporation, then the securities received on account of such Shares shall be subject to the Plan and then-outstanding Options, with such adjustments by the Administrator to the number and kind of securities subject to the then-outstanding Options as may be required or permitted by Section 8(a).

(d) Administrator Decisions Final. Adjustments and determinations under this Section 8 shall be made by the Administrator as specified herein, and its decisions as to what adjustments or determinations shall be made, and the extent thereof, shall be final, binding, and conclusive.

9. Restrictions on Issuing Shares.

The exercise of each Option and the issuance of Shares in connection therewith shall be subject to the condition that if at any time the Administrator shall determine in its discretion that the listing, registration, or qualification of any Shares otherwise deliverable upon such exercise upon the Nasdaq Global Select Market or other recognized national securities exchange or under any state or federal law, or that the consent or approval of any regulatory body, is necessary or desirable as a condition of, or in connection with, such exercise or the delivery or purchase of Shares pursuant thereto, then in any such event, such exercise shall not be effective unless such withholding, listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not acceptable to the Administrator.

10. Administration of Plan.

(a) Administrator. The Plan shall be administered by the Compensation Committee of the Company consisting of two or more directors of the Company appointed by the Board, each of whom shall be (i) an independent director within the meaning of applicable stock exchange rules and regulations, and (ii) a non-employee director within the meaning of Exchange Act Rule 16b-3. If the Administrator is such a committee, it shall report all actions taken by it to the Board. In administering the Plan, the Administrator shall be governed by and shall adhere to the provisions of the Plan. Subject to the foregoing, the Administrator may establish, amend or rescind rules to administer the Plan, interpret the Plan and any Grant Notification, reconcile any inconsistency, correct any defect or supply an omitted term in the Plan or any Grant Notification, and make all other determinations necessary or desirable for the administration of the Plan. All such actions and determinations shall be conclusively binding for all purposes and upon all persons. The Administrator may delegate non-discretionary administrative responsibilities in connection with the Plan to such persons as it deems advisable.

(b) Liability and Indemnification. To the greatest extent permitted by law, (i) no member or former member of the Administrator shall be liable for any action or determination taken or made in good faith with respect to the Plan or any Option granted under the Plan, and (ii) the members or former members of the Administrator shall be entitled to indemnification by the Company against and from any loss incurred by such members by reason of any such actions and determinations.

11. Delivery of Shares and Proceeds.

Upon the exercise of an Option, the Administrator shall cause the purchased Shares to be issued by the Company's transfer agent and a certificate or statement of issuance to be delivered to the Participant. The proceeds received from the sale of Shares pursuant to the exercise of Options granted under the Plan shall be the property of the Company, and shall be delivered to it promptly by the Administrator.

12. Amendment, Suspension, or Termination of Plan.

(a) Board's Authority. Subject to Section 12(b), the Board may at any time suspend or terminate the Plan or may amend it from time to time in such respects as it may deem advisable in order that the Options granted thereunder may conform to any changes in the law or in any other respect which it may deem to be in the best interests of the Company. Unless the Plan shall theretofore have been terminated as provided herein, the Plan shall terminate when all available Shares have been granted and no granted Option is outstanding. No Option may be granted during any suspension or after the termination of the Plan.

No amendment, suspension, or termination of the Plan shall, without a Participant's consent, materially impair any of the rights or obligations under any outstanding Option theretofore granted to such Participant under the Plan, unless such action is necessary to comply with applicable law or stock exchange rules. A Participant's consent to any amendment, suspension, or termination of the Plan or to any Option issued pursuant to the Plan shall be deemed to have been given if the Participant fails to object in writing within 15 days after written notice thereof, given in person or by certified mail sent to the Participant's address contained in the records of the Company. To the extent considered necessary to comply with applicable provisions of law or the listing requirements of the Nasdaq Global Select Market or other applicable recognized national securities exchange, any such amendments to the Plan may be made subject to approval by the shareholders of the Company.

(b) No Option Repricing. Except as provided in Section 8(a), no Option award granted under the Plan may be (i) amended to decrease the exercise price thereof, (ii) cancelled in conjunction with the grant of any new Option award with a lower exercise price, (iii) cancelled in exchange for cash, other property or the grant of any other form of equity award at a time when the per Share Exercise Price of the Option Award is greater than the current Fair Market Value of a Share, or (iv) otherwise subject to any action that would be treated under accounting rules as a "repricing" of such Option award, unless such action is first approved by the Company's shareholders.

13. Adoption and Effective Date of Plan.

The Plan was approved and adopted by the Board on October 10, 2017, which is the effective date of the Plan, subject to approval of the Plan by the Company's shareholders. If the Company's shareholders fail to approve the Plan at the Company's 2018 annual meeting of shareholders (or any adjournment thereof), the Plan and any Option awards already granted under the Plan will be of no further force and effect, and the Company will promptly pay to each Participant (or permitted transferee thereof) holding any such Option award the Annual Retainer amount in lieu of which such Participant elected to receive such Option award. Notwithstanding anything to the contrary stated elsewhere in the Plan or in any Grant Notification, no Option award shall be exercisable prior to approval of the Plan by the Company's shareholders.

14. Other Provisions.

(a) Unfunded Plan. The Plan shall be unfunded and the Company shall not be required to segregate any assets that may at any time be represented by Option awards under the Plan. Neither the Company, its Subsidiaries, the Administrator, nor the Board shall be deemed to be a trustee of any amounts to be paid under the Plan nor shall anything contained in the Plan or any action taken pursuant to its provisions create or be construed to create a fiduciary relationship between the Company and/or its Subsidiaries, and a Participant. To the extent any person has or acquires a right to receive a payment in connection with an Option award under the Plan, this right shall be no greater than the right of an unsecured general creditor of the Company.

(b) Governing Law. To the extent that federal laws do not otherwise control, the Plan and all determinations made and actions taken pursuant to the Plan shall be governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles and shall be construed accordingly.

(c) Severability. If any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.