

DOLLAR GENERAL CORP

FORM POSASR

(Post-effective Amendment to an automatic shelf registration of Form S-3ASR or Form F-3ASR)

Filed 08/31/10

Address	100 MISSION RIDGE GOODLETTSVILLE, TN, 37072
Telephone	6158554000
CIK	0000029534
Symbol	DG
SIC Code	5331 - Retail-Variety Stores
Industry	Discount Stores
Sector	Consumer Cyclical
Fiscal Year	02/02

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

FORM S-3

**POST-EFFECTIVE AMENDMENT NO. 1
TO
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1934**

DOLLAR GENERAL CORPORATION

(Exact name of registrant as specified in its charter)

Tennessee

(State or other jurisdiction of
incorporation or organization)

61-0502302

(I.R.S. Employer
Identification No.)

**100 Mission Ridge
Goodlettsville, Tennessee 37072
(615) 855-4000**

(Address, including zip code, and telephone number, including area code, of
registrant's principal executive offices)

**Susan S. Lanigan, Esq.
Executive Vice President & General Counsel
100 Mission Ridge
Goodlettsville, Tennessee 37072
(615) 855-4000**

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

With copies to:

**Joseph H. Kaufman, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017-3954
(212) 455-2000**

**Gary M. Brown, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Baker Donelson Center Suite 800
211 Commerce Street
Nashville, Tennessee 37201
(615) 726-5763**

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are to be offered pursuant to dividend or interest reinvestment plans, please check the following box: []

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the “Securities Act”), other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: []

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box: [X]

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413 (b) under the Securities Act, check the following box: [X]

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

Large accelerated filer []
Non-accelerated filer [X]

Accelerated filer []
Smaller reporting company []

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Note	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
10.625% Senior Notes due 2015	(1)	(1)	(1)	(1)
11.875%/12.625% Senior Subordinated Toggle Notes due 2017	(1)	(1)	(1)	(1)
Guarantees of 10.625% Senior Notes due 2015(2)	(1)(3)	(1)(3)	(1)(3)	(1)(3)
Guarantees of 11.875%/12.625% Senior Subordinated Toggle Notes due 2017(2)	(1)(3)	(1)(3)	(1)(3)	(1)(3)

- (1) An indeterminate amount of securities are being registered hereby to be offered solely for market-making purposes by specified affiliates of the registrants. Pursuant to Rule 457(q) under the Securities Act, no filing fee is required.
- (2) See inside facing page for registrant guarantors (collectively, the “Registrant Guarantors”).
- (3) Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for the guarantees.

EXPLANTORY NOTE:

This Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 of the Registrant and the Registrant Guarantors is being filed pursuant to Instruction IV.B. solely for the purpose of adding Retail Property Investments, LLC, a majority-owned subsidiary of the Registrant, as an additional registrant whose securities are eligible to be sold hereunder. The Table of Additional Registrants set forth below contains information regarding Retail Property Investments, LLC and reflects the name change of an existing Registrant Guarantor from DG Strategic III, LLC to Dolgen Midwest, LLC. All other information contained in the Registration Statement on Form S-3 of the Registrant and the Registrant Guarantors, including the related prospectus dated March 31, 2010, shall continue to constitute a part of the Registration Statement following the filing and effectiveness of this Post-Effective Amendment No. 1.

TABLE OF ADDITIONAL REGISTRANTS

<i>Exact Name of Registrant as Specified in its Charter (or Other Organizational Document)</i>	<i>State or Other Jurisdiction of Incorporation or Organization</i>	<i>I.R.S. Employer Identification Number</i>	<i>Address, Including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices</i>
<i>DC Financial, LLC</i>	<i>Tennessee</i>	<i>N/A</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Logistics, LLC</i>	<i>Tennessee</i>	<i>62-1805098</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Promotions, Inc.</i>	<i>Tennessee</i>	<i>62-1792083</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Retail, LLC</i>	<i>Tennessee</i>	<i>36-4577242</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Strategic I, LLC</i>	<i>Tennessee</i>	<i>26-4507991</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Strategic II, LLC</i>	<i>Tennessee</i>	<i>26-4508076</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Dolgen Midwest, LLC</i>	<i>Tennessee</i>	<i>26-4508134</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Strategic IV, LLC</i>	<i>Tennessee</i>	<i>27-2199414</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Strategic V, LLC</i>	<i>Tennessee</i>	<i>27-2199279</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Strategic VI, LLC</i>	<i>Tennessee</i>	<i>27-2199673</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Strategic VII, LLC</i>	<i>Tennessee</i>	<i>27-2199597</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DG Strategic VIII, LLC</i>	<i>Tennessee</i>	<i>27-2199514</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>

<i>DG Transportation, Inc.</i>	<i>Tennessee</i>	<i>37-1517488</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Dolgen I, Inc.</i>	<i>Tennessee</i>	<i>26-4508189</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Dolgen II, Inc.</i>	<i>Tennessee</i>	<i>26-4508236</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Dolgen III, Inc.</i>	<i>Tennessee</i>	<i>26-4508282</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DolgenCorp of New York, Inc.</i>	<i>Kentucky</i>	<i>62-1829863</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DolgenCorp of Texas, Inc.</i>	<i>Kentucky</i>	<i>61-1193136</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>DolgenCorp, LLC</i>	<i>Kentucky</i>	<i>61-0852764</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Dollar General Partners</i>	<i>Kentucky</i>	<i>61-1193137</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Retail Risk Solutions, LLC</i>	<i>Tennessee</i>	<i>26-1644044</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>South Boston FF&E, LLC</i>	<i>Delaware</i>	<i>26-0411224</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>South Boston Holdings, Inc.</i>	<i>Delaware</i>	<i>20-5220571</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Sun-Dollar, L.P.</i>	<i>California</i>	<i>95-4629930</i>	<i>100 Mission Ridge, Goodlettsville, TN 37072 (615) 855-4000</i>
<i>Retail Property Investments, LLC</i>	<i>Delaware</i>	<i>27-3334742</i>	<i>100 Mission Ridge Goodlettsville, TN 37072 (615) 855-4000</i>

Susan S. Lanigan, Esq.
Executive Vice President & General Counsel
100 Mission Ridge
Goodlettsville, Tennessee 37072
(615) 855-4000

(Name, address, including zip code, and telephone number, including area code, of agent for service of each co-registrant)

With copies to:

Joseph H. Kaufman, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017-3954
(212) 455-2000

Gary M. Brown, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Baker Donelson Center Suite 800
211 Commerce Street
Nashville, Tennessee 37201
(615) 726-5763

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 15. Indemnification of Directors and Officers.

Retail Property Investments, LLC is a limited liability company organized under the laws of Delaware. Section 18-108 of the Delaware Limited Liability Company Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager of the limited liability company from and against any and all claims and demands whatsoever.

The operating agreement of Retail Property Investments, LLC provides that such entity shall indemnify the member and those authorized agents of Retail Property Investments, LLC identified in writing by the member as entitled to be indemnified under the section for all costs, losses, liabilities and damages paid or accrued by the member or any such agent in connection with the business of Retail Property Investments, LLC to the fullest extent provided or allowed by the Delaware Limited Liability Company Act and the other laws of the State of Delaware. In addition, Retail Property Investments, LLC may advance costs of defense of any proceeding to the member or such agent upon receipt by Retail Property Investments, LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by Retail Property Investments, LLC.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or controlling persons of Retail Property Investments, LLC pursuant to the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 16. Exhibits.

See the Exhibit Index included herewith immediately following the signature pages hereto, which Exhibit Index is incorporated herein by reference.

Item 17. Undertakings.

A. The undersigned registrants hereby undertake:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of 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 and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the

aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;

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

provided, however, that paragraphs (i), (ii) and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrants pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by a registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

5. That, for the purpose of determining liability of the registrants under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

B. The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of such registrants' annual report pursuant to Section 13 (a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrants pursuant to the foregoing provisions, the registrants have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a registrant of expenses incurred or paid by a director, officer or controlling person of that 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 registrants will, unless in the opinion of their 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 Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLLAR GENERAL CORPORATION

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Richard W. Dreiling	Director; Chairman & Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President & Chief Financial Officer (Principal Financial & Accounting Officer)
_____ * Raj Agrawal	Director
_____ * Warren F. Bryant	Director
_____ * Michael M. Calbert	Director
_____ * Adrian Jones	Director
_____ * William C. Rhodes, III	Director
_____ * David B. Rickard	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DC FINANCIAL, LLC

By: Dollar General Corporation, its Managing Member

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, Managing Member of Registrant (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation, Managing Member of Registrant (Principal Financial & Accounting Officer)
_____ * Raj Agrawal	Director of Dollar General Corporation, Managing Member of Registrant
_____ * Warren F. Bryant	Director of Dollar General Corporation, Managing Member of Registrant
_____ * Michael M. Calbert	Director of Dollar General Corporation, Managing Member of Registrant
_____ * Adrian Jones	Director of Dollar General Corporation, Managing Member of Registrant
_____ * William C. Rhodes, III	Director of Dollar General Corporation, Managing Member of Registrant

*

David B. Rickard

Director of Dollar General Corporation,
Managing Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

II-6

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG LOGISTICS, LLC

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer & Chief Manager of Registrant (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President & Chief Financial Officer of Registrant and Director of DG Transportation, Inc., Sole Member of Registrant (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director of DG Transportation, Inc., Sole Member of Registrant
_____ * Robert D. Ravener	Director of DG Transportation, Inc., Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG PROMOTIONS, INC.

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President & Chief Financial Officer; Director (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG RETAIL, LLC

By: _____
David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer of Registrant (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President & Chief Financial Officer of Registrant; Director of DG Promotions, Inc., Sole Member of Registrant (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director of DG Promotions, Inc., Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG TRANSPORTATION, INC.

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President, Chief Financial Officer & Director (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director
_____ * Robert D. Ravener	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLGENCORP OF NEW YORK, INC.

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President, Chief Financial Officer & Director (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director
_____ * Robert D. Ravener	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLGENCORP OF TEXAS, INC.

By: /s/ William C. Bass
William C. Bass
Chief Executive Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ William C. Bass</u> William C. Bass	Chief Executive Officer (Principal Executive Officer)
<u>/s/ John W. Feray</u> John W. Feray	Senior Vice President & Chief Financial Officer (Principal Financial & Accounting Officer)
<u>*</u> David M. Tehle	Director
<u>*</u> Susan S. Lanigan	Director
<u>*</u> Robert D. Ravener	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLGENCORP, LLC

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President, Chief Financial Officer & Manager (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Manager
_____ /s/ James W. Thorpe James W. Thorpe	Manager

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLLAR GENERAL PARTNERS

By: Dollar General Corporation and DG Promotions, Inc.,
its General Partners

By: _____
David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, one of the General Partners of Registrant (Principal Executive Officer)
_____ * Todd J. Vasos	Chief Executive Officer of DG Promotions, Inc., one of the General Partners of Registrant (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation and Executive Vice President, Chief Financial Officer & Director of DG Promotions, Inc., the General Partners of Registrant (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director of DG Promotions, Inc., one of the General Partners of Registrant
_____ * Raj Agrawal	Director of Dollar General Corporation, one of the General Partners of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
one of the General Partners of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
one of the General Partners of Registrant

*

Adrian Jones

Director of Dollar General Corporation,
one of the General Partners of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
one of the General Partners of Registrant

*

David B. Rickard

Director of Dollar General Corporation,
one of the General Partners of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

RETAIL RISK SOLUTIONS, LLC

By: _____ *

David M. Tehle
Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	President (Principal Executive Officer)
_____ * David M. Tehle	Vice President & Chief Financial Officer (Principal Financial & Accounting Officer)
_____ * Richard W. Dreiling	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Warren F. Bryant	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Michael M. Calbert	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Adrian Jones	Director of Dollar General Corporation, Sole Member of Registrant

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

*

David B. Rickard

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

SOUTH BOSTON FF&E, LLC

By: _____ *

David M. Tehle
Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	President (Principal Executive Officer)
_____ * David M. Tehle	Vice President, Chief Financial Officer & Manager of Registrant and Director of South Boston Holdings, Inc., the General Partner of Sun-Dollar, L.P., the Sole Member of Registrant (Principal Financial & Accounting Officer)
_____ * Anita C. Elliott	Manager of Registrant and Director of South Boston Holdings, Inc., the General Partner of Sun-Dollar, L.P., the Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

SOUTH BOSTON HOLDINGS, INC.

By: _____
David M. Tehle
Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	President (Principal Executive Officer)
_____ * David M. Tehle	Vice President & Chief Financial Officer; Director (Principal Financial & Accounting Officer)
_____ * Anita C. Elliott	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

SUN-DOLLAR, L.P.

By: South Boston Holdings, Inc., its General Partner

By: _____
*
David M. Tehle
Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	President of South Boston Holdings, Inc., the General Partner of Registrant (Principal Executive Officer)
_____ * David M. Tehle	Vice President, Chief Financial Officer & Director of South Boston Holdings, Inc., the General Partner of Registrant (Principal Financial & Accounting Officer)
_____ * Anita C. Elliott	Director of South Boston Holdings, Inc., the General Partner of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLGEN I, INC.

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President, Chief Financial Officer & Director (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director
_____ * Robert D. Ravener	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLGEN II, INC.

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President, Chief Financial Officer & Director (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director
_____ * Robert D. Ravener	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLGEN III, INC.

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President, Chief Financial Officer & Director (Principal Financial & Accounting Officer)
_____ * Susan S. Lanigan	Director
_____ * Robert D. Ravener	Director

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG STRATEGIC I, LLC

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
_____ * Todd J. Vasos	Chief Executive Officer (Principal Executive Officer)
_____ * David M. Tehle	Executive Vice President & Chief Financial Officer (Principal Financial & Accounting Officer)
_____ /s/ Richard W. Dreiling Richard W. Dreiling	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Warren F. Bryant	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Michael M. Calbert	Director of Dollar General Corporation, Sole Member of Registrant
_____ * Adrian Jones	Director of Dollar General Corporation, Sole Member of Registrant

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

*

David B. Rickard

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG STRATEGIC II, LLC

By: Dollar General Corporation, its Sole Member

By:

*

David M. Tehle

Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature

Title

/s/ Richard W. Dreiling

Richard W. Dreiling

Chief Executive Officer & Director of
Dollar General Corporation,
Sole Member of Registrant
(Principal Executive Officer)

*

David M. Tehle

Executive Vice President & Chief Financial Officer of
Dollar General Corporation,
Sole Member of Registrant
(Principal Financial & Accounting Officer)

*

Raj Agrawal

Director of Dollar General Corporation,
Sole Member of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
Sole Member of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
Sole Member of Registrant

*

Adrian Jones

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

*

David B. Rickard

Director of Dollar General Corporation,
Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DOLGEN MIDWEST, LLC

By: Dollar General Corporation, its Sole Member

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ Richard W. Dreiling</u> Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, Sole Member of Registrant (Principal Executive Officer)
<u>*</u> David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation, Sole Member of Registrant (Principal Financial & Accounting Officer)
<u>*</u> Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
Sole Member of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
Sole Member of Registrant

*

Adrian Jones

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

David B. Rickard

Director of Dollar General Corporation,
Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG STRATEGIC IV, LLC

By: Dollar General Corporation, its Sole Member

By:

*

David M. Tehle

Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ Richard W. Dreiling</u> Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, Sole Member of Registrant (Principal Executive Officer)
<u>*</u> David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation, Sole Member of Registrant (Principal Financial & Accounting Officer)
<u>*</u> Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
Sole Member of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
Sole Member of Registrant

*

Adrian Jones

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

*

David B. Rickard

Director of Dollar General Corporation,
Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG STRATEGIC V, LLC

By: Dollar General Corporation, its Sole Member

By:

*

David M. Tehle

Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ Richard W. Dreiling</u> Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, Sole Member of Registrant (Principal Executive Officer)
<u>*</u> David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation, Sole Member of Registrant (Principal Financial & Accounting Officer)
<u>*</u> Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
Sole Member of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
Sole Member of Registrant

*

Adrian Jones

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

*

David B. Rickard

Director of Dollar General Corporation,
Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG STRATEGIC VI, LLC

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ Richard W. Dreiling</u> Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, Sole Member of Registrant (Principal Executive Officer)
<u>*</u> David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation, Sole Member of Registrant (Principal Financial & Accounting Officer)
<u>*</u> Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
Sole Member of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
Sole Member of Registrant

*

Adrian Jones

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

*

David B. Rickard

Director of Dollar General Corporation,
Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG STRATEGIC VII, LLC

By: Dollar General Corporation, its Sole Member

By:

*

David M. Tehle

Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ Richard W. Dreiling</u> Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, Sole Member of Registrant (Principal Executive Officer)
<u>*</u> David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation, Sole Member of Registrant (Principal Financial & Accounting Officer)
<u>*</u> Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
Sole Member of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
Sole Member of Registrant

*

Adrian Jones

Director of Dollar General Corporation,
Sole Member of Registrant

*

William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

*

David B. Rickard

Director of Dollar General Corporation,
Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

DG STRATEGIC VIII, LLC

By: _____ *

David M. Tehle
Executive Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ Richard W. Dreiling</u> Richard W. Dreiling	Chairman, Chief Executive Officer & Director of Dollar General Corporation, Sole Member of Registrant (Principal Executive Officer)
<u>*</u> David M. Tehle	Executive Vice President & Chief Financial Officer of Dollar General Corporation, Sole Member of Registrant (Principal Financial & Accounting Officer)
<u>*</u> Raj Agrawal	Director of Dollar General Corporation, Sole Member of Registrant

*

Warren F. Bryant

Director of Dollar General Corporation,
Sole Member of Registrant

*

Michael M. Calbert

Director of Dollar General Corporation,
Sole Member of Registrant

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Adrian Jones

Director of Dollar General Corporation,
Sole Member of Registrant

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William C. Rhodes, III

Director of Dollar General Corporation,
Sole Member of Registrant

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David B. Rickard

Director of Dollar General Corporation,
Sole Member of Registrant

* By: /s/ David M. Tehle
David M. Tehle
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the undersigned registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this post-effective amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on August 31, 2010.

RETAIL PROPERTY INVESTMENTS, LLC

By: /s/ David M. Tehle
David M. Tehle
Vice President & Chief Financial Officer

POWERS OF ATTORNEY

We, the undersigned directors, officers, members or managers of the registrant, do hereby constitute and appoint David M. Tehle and Susan S. Lanigan, or either of them, our true and lawful attorneys and agents, to do any and all things in our name and on our behalf in our capacities as directors, officers, members or managers and to execute any and all instruments for us and in our names in such capacities, which said attorneys and agents, or either of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities of director, officer, member or manager, any and all amendments (including post-effective amendments) hereto, and we do hereby ratify and confirm all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this post-effective amendment to the registration statement has been signed by the following persons in the capacities indicated on August 31, 2010.

Signature	Title
<u>/s/ Todd J. Vasos</u> Todd J. Vasos	President (Principal Executive Officer)
<u>/s/ David M. Tehle</u> David M. Tehle	Vice President, Chief Financial Officer & Manager (Principal Financial & Accounting Officer)
<u>/s/ Anita C. Elliott</u> Anita C. Elliott	Manager

EXHIBIT INDEX

Exhibit No.	Description
2	Agreement and Plan of Merger, dated as of March 11, 2007, by and among Buck Holdings, L.P., Buck Acquisition Corp., and Dollar General Corporation (incorporated by reference to Exhibit 2.1 to Dollar General Corporation's Current Report on Form 8-K dated March 11, 2007, filed with the SEC on March 12, 2007 (file number 001-11421))
4.1	Sections 7 and 8 of Dollar General Corporation's Amended and Restated Charter (incorporated by reference to Exhibit 3.1 to Dollar General's Current Report on Form 8-K dated November 18, 2009, filed with the SEC on November 18, 2009 (file number 001-11421))
4.2	Indenture, dated as of June 21, 2000, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.1 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on August 1, 2000 (file number 333-42704))
4.3	First Supplemental Indenture, dated as of July 28, 2000, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.4 to Dollar General Corporation's Annual Report on Form 10-K for the fiscal year ended January 31, 2003, filed with the SEC on March 19, 2003 (file number 001-11421))
4.4	Second Supplemental Indenture, dated as of June 18, 2001, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.5 to Dollar General Corporation's Annual Report on Form 10-K for the fiscal year ended January 31, 2003, filed with the SEC on March 19, 2003 (file number 001-11421))
4.5	Third Supplemental Indenture, dated as of June 20, 2002, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.6 to Dollar General Corporation's Annual Report on Form 10-K for the fiscal year ended January 31, 2003, filed with the SEC on March 19, 2003 (file number 001-11421))
4.6	Fourth Supplemental Indenture, dated as of December 11, 2002, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.7 to Dollar General Corporation's Annual Report on Form 10-K for the fiscal year ended January 31, 2003, filed with the SEC on March 19, 2003 (file number 001-11421))
4.7	Fifth Supplemental Indenture, dated as of May 23, 2003, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National

Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.1 to Dollar General Corporation's Quarterly Report on Form 10-Q for the quarter ended August 1, 2003, filed with the SEC on August 29, 2003 (file number 001-11421))

- 4.8 Sixth Supplemental Indenture, dated as of July 15, 2003, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.2 to Dollar General Corporation's Quarterly Report on Form 10-Q for the quarter ended August 1, 2003, filed with the SEC on August 29, 2003 (file number 001-11421))
- 4.9 Seventh Supplemental Indenture, dated as of May 23, 2005, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.1 to Dollar General Corporation's Quarterly Report on Form 10-Q for the quarter ended July 29, 2005, filed with the SEC on August 25, 2005 (file number 001-11421))
- 4.10 Eighth Supplemental Indenture, dated as of July 27, 2005, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and Wachovia Bank, National Association (formerly known as First Union National Bank), as trustee (incorporated by reference to Exhibit 4.2 to Dollar General Corporation's Quarterly Report on Form 10-Q for the quarter ended July 29, 2005, filed with the SEC on August 25, 2005 (file number 001-11421))
- 4.11 Ninth Supplemental Indenture, dated as of August 30, 2006, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and U.S. Bank National Association (successor to Wachovia Bank, National Association), as trustee (incorporated by reference to Exhibit 4.2 to Dollar General Corporation's Quarterly Report on Form 10-Q for the quarter ended November 3, 2006, filed with the SEC on December 12, 2006 (file number 001-11421))
- 4.12 Tenth Supplemental Indenture, dated as of July 6, 2007, by and among Dollar General Corporation, the guarantors named therein, as guarantors, and U.S. Bank National Association (successor to Wachovia Bank, National Association), as trustee (incorporated by reference to Exhibit 4.1 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.13 Senior Indenture, dated July 6, 2007, among Buck Acquisition Corp., Dollar General Corporation, the guarantors named therein and U.S. Bank National Association (the successor trustee), as trustee (incorporated by reference to Exhibit 4.8 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.14 Form of 10.625% Senior Notes due 2015 (included in Exhibit 4.13)

- 4.15 First Supplemental Indenture to the Senior Indenture, dated as of September 25, 2007, between DC Financial, LLC, the Guarantoring Subsidiary, and U.S. Bank National Association (the successor trustee), as trustee (incorporated by reference to Exhibit 4.14 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))
- 4.16 Second Supplemental Indenture to the Senior Indenture, dated as of December 31, 2007, between Retail Risk Solutions, LLC, the Guarantoring Subsidiary, and U.S. Bank National Association (the successor trustee), as trustee (incorporated by reference to Exhibit 4.32 to Dollar General Corporation's Amendment No.1 to Registration Statement on Form S-4 filed with the SEC on January 25, 2008 (file number 333-148320))
- 4.17 Third Supplemental Indenture to the Senior Indenture, dated as of March 23, 2009, between the Guarantoring Subsidiaries referenced therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.17 to Dollar General's Registration Statement on Form S-1 dated March 30, 2009, filed with the SEC on March 30, 2009 (file number 333-158281))
- 4.18** Fourth Supplemental Indenture to the Senior Indenture, dated as of March 25, 2010, between the Guarantoring Subsidiaries referenced therein and U.S. Bank National Association, as trustee
- 4.19 Instrument of Resignation, Appointment and Acceptance, effective as of February 25, 2009, by and among Dollar General Corporation, Wells Fargo Bank, National Association, and U.S. Bank National Association (incorporated by reference to Exhibit 99 to Dollar General Corporation's Current Report on Form 8-K dated February 25, 2009, filed with the SEC on February 25, 2009 (file number 001-11421))
- 4.20 Senior Subordinated Indenture, dated July 6, 2007, among Buck Acquisition Corp., Dollar General Corporation, the guarantors named therein and U.S. Bank National Association (the successor trustee), as trustee (incorporated by reference to Exhibit 4.9 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.21 Form of 11.875%/12.625% Senior Subordinated Toggle Notes due 2017 (included in Exhibit 4.20)
- 4.22 First Supplemental Indenture to the Senior Subordinated Indenture, dated as of September 25, 2007, between DC Financial, LLC, the Guarantoring Subsidiary, and U.S. Bank National Association (the successor trustee), as trustee (incorporated by reference to Exhibit 4.16 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))
- 4.23 Second Supplemental Indenture to the Senior Subordinated Indenture, dated as of December 31, 2007, between Retail Risk Solutions, LLC, the Guarantoring Subsidiary, and U.S. Bank National Association (the successor trustee), as trustee (incorporated by reference to Exhibit 4.33 to Dollar General Corporation's Amendment No.1 to Registration Statement on Form S-4 filed with the SEC on January 25, 2008 (file number 333-148320))

- 4.24 Third Supplemental Indenture to the Senior Subordinated Indenture, dated as of March 23, 2009, between the Guaranteeing Subsidiaries referenced therein and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.23 to Dollar General's Registration Statement on Form S-1 dated March 30, 2009, filed with the SEC on March 30, 2009 (file number 333-158281))
- 4.25** Fourth Supplemental Indenture to the Senior Subordinated Indenture, dated as of March 25, 2010, between the Guaranteeing Subsidiaries referenced therein and U.S. Bank National Association, as trustee
- 4.26 Registration Rights Agreement, dated July 6, 2007, among Buck Acquisition Corp., Dollar General Corporation, the guarantors named therein and the initial purchasers named therein (incorporated by reference to Exhibit 4.10 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.27 Registration Rights Agreement, dated July 6, 2007, among Buck Holdings, L.P., Buck Holdings, LLC, Dollar General Corporation and Shareholders named therein (incorporated by reference to Exhibit 4.18 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))
- 4.28 Credit Agreement, dated as of July 6, 2007, among Dollar General Corporation, as Borrower, Citicorp North America, Inc., as Administrative Agent, and the other lending institutions from time to time party thereto (incorporated by reference to Exhibit 4.2 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.29 Guarantee to the Credit Agreement, dated as of July 6, 2007, among certain domestic subsidiaries of Dollar General Corporation, as Guarantors and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.3 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.30 Supplement No.1, dated as of September 11, 2007, to the Guarantee to the Credit Agreement, between DC Financial, LLC, as New Guarantor, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.23 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))
- 4.31 Supplement No. 2, dated as of December 31, 2007, to the Guarantee to the Credit Agreement, between Retail Risk Solutions, LLC, as New Guarantor, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.34 to Dollar General Corporation's Amendment No.1 to Registration Statement on Form S-4 filed with the SEC on January 25, 2008 (file number 333-148320))

- 4.32 Supplement No. 3, dated as of March 23, 2009, to the Guarantee to the Credit Agreement, between the New Guarantors referenced therein and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.30 to Dollar General's Registration Statement on Form S-1 dated March 30, 2009, filed with the SEC on March 30, 2009 (file number 333-158281))
- 4.33** Supplement No. 4, dated as of March 25, 2010, to the Guarantee to the Credit Agreement between the New Guarantors referenced therein and Citicorp North America, Inc., as Collateral Agent
- 4.34 Security Agreement, dated as of July 6, 2007, among Dollar General Corporation and certain domestic subsidiaries of Dollar General Corporation, as Grantors, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.4 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.35 Supplement No.1, dated as of September 11, 2007, to the Security Agreement, between DC Financial, LLC, as New Grantor, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.25 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))
- 4.36 Supplement No. 2, dated as of December 31, 2007, to the Security Agreement, between Retail Risk Solutions, LLC, as New Grantor, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.35 to Dollar General Corporation's Amendment No.1 to Registration Statement on Form S-4 filed with the SEC on January 25, 2008 (file number 333-148320))
- 4.37 Supplement No. 3, dated as of March 23, 2009, to the Security Agreement, between the New Grantors referenced therein and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.34 to Dollar General's Registration Statement on Form S-1 dated March 30, 2009, filed with the SEC on March 30, 2009 (file number 333-158281))
- 4.38** Supplement No. 4, dated as of March 25, 2010, to the Security Agreement, between the New Grantors referenced therein and Citicorp North America, Inc., as Collateral Agent
- 4.39 Pledge Agreement, dated as of July 6, 2007, among Dollar General Corporation and certain domestic subsidiaries of Dollar General Corporation, as Pledgors, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.5 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.40 Supplement No.1, dated as of September 11, 2007, to the Pledge Agreement, between DC Financial, LLC, as Additional Pledgor, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.27 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))

- 4.41 Supplement No. 2, dated as of December 31, 2007, to the Pledge Agreement, between Retail Risk Solutions, LLC, as Additional Pledgor, and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.36 to Dollar General Corporation's Amendment No.1 to Registration Statement on Form S-4 filed with the SEC on January 25, 2008 (file number 333-148320))
- 4.42 Supplement No. 3, dated as of March 23, 2009, to the Pledge Agreement, between the Additional Pledgors referenced therein and Citicorp North America, Inc., as Collateral Agent (incorporated by reference to Exhibit 4.38 to Dollar General's Registration Statement on Form S-1 dated March 30, 2009, filed with the SEC on March 30, 2009 (file number 333-158281))
- 4.43** Supplement No. 4, dated as of March 25, 2010, to the Pledge Agreement, between the Additional Pledgors referenced therein and Citicorp North America, Inc., as Collateral Agent
- 4.44 ABL Credit Agreement, dated as of July 6, 2007, among Dollar General Corporation, as Parent Borrower, certain domestic subsidiaries of Dollar General Corporation, as Subsidiary Borrowers, The CIT Group/Business Credit Inc., as ABL Administrative Agent, and the other lending institutions from time to time party thereto (incorporated by reference to Exhibit 4.6 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.45 Appointment of Successor Agent and Amendment No. 1 to the ABL Credit Agreement entered into as of July 31, 2009, by and among The CIT Group/Business Credit, Inc., Wells Fargo Retail Finance, LLC, Dollar General Corporation and the Subsidiary Borrowers and the Lenders signatory thereto (incorporated by reference to Exhibit 99 to Dollar General Corporation's Current Report on Form 8-K dated July 31, 2009, filed with the SEC on August 4, 2009 (file no. 001-11421))
- 4.46 Guarantee, dated as of September 11, 2007, to the ABL Credit Agreement, between DC Financial, LLC and The CIT Group/Business Credit Inc., as ABL Collateral Agent (incorporated by reference to Exhibit 4.29 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))
- 4.47 Supplement No. 1, dated as of December 31, 2007, to the Guarantee to the ABL Credit Agreement, between Retail Risk Solutions, LLC, as New Guarantor, and The CIT Group/Business Credit Inc., as ABL Collateral Agent (incorporated by reference to Exhibit 4.37 to Dollar General Corporation's Amendment No.1 to Registration Statement on Form S-4 filed with the SEC on January 25, 2008 (file number 333-148320))
- 4.48 Supplement No. 2, dated as of March 23, 2009, to the Guarantee to the ABL Credit Agreement, between the New Guarantors referenced therein and The CIT Group/Business Credit Inc., as ABL Collateral Agent (incorporated by reference to Exhibit 4.42 to Dollar General's Registration Statement on Form S-1 dated March 30, 2009, filed with the SEC on March 30, 2009 (file number 333-158281))

- 4.49** Supplement No. 3, dated as of March 30, 2010, to the Guarantee to the ABL Credit Agreement, between the New Grantors referenced therein and Wells Fargo Retail Finance, LLC, as ABL Collateral Agent
- 4.50 ABL Security Agreement, dated as of July 6, 2007, among Dollar General Corporation, as Parent Borrower, certain domestic subsidiaries of Dollar General Corporation, as Subsidiary Borrowers, collectively the Grantors, and The CIT Group/Business Credit Inc., as ABL Collateral Agent (incorporated by reference to Exhibit 4.7 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2007, filed with the SEC on July 12, 2007 (file number 001-11421))
- 4.51 Supplement No.1, dated as of September 11, 2007, to the ABL Security Agreement, between DC Financial, LLC, as New Grantor, and The CIT Group/Business Credit Inc., as ABL Collateral Agent (incorporated by reference to Exhibit 4.31 to Dollar General Corporation's Registration Statement on Form S-4 filed with the SEC on December 21, 2007 (file number 333-148320))
- 4.52 Supplement No. 2, dated as of December 31, 2007, to the ABL Security Agreement, between Retail Risk Solutions, LLC, as New Grantor, and The CIT Group/Business Credit Inc., as ABL Collateral Agent (incorporated by reference to Exhibit 4.38 to Dollar General Corporation's Amendment No.1 to Registration Statement on Form S-4 filed with the SEC on January 25, 2008 (file number 333-148320))
- 4.53 Supplement No. 3, dated as of March 23, 2009, to the ABL Security Agreement, between the New Grantors referenced therein and The CIT Group/Business Credit Inc., as ABL Collateral Agent (incorporated by reference to Exhibit 4.46 to Dollar General's Registration Statement on Form S-1 dated March 30, 2009, filed with the SEC on March 30, 2009 (file number 333-158281))
- 4.54** Supplement No. 4, dated as of March 30, 2010, to the ABL Security Agreement, between the New Grantors referenced therein and Wells Fargo Retail Finance, LLC, as ABL Collateral Agent
- 4.55* Fifth Supplemental Indenture to the Senior Indenture, dated as of August 30, 2010, among Retail Property Investments, LLC and U.S. Bank National Association, as successor trustee
- 4.56* Fifth Supplemental Indenture to the Senior Subordinated Indenture, dated as of August 30, 2010, among Retail Property Investments, LLC and U.S. Bank National Association, as successor trustee
- 4.57* Supplement No. 5 to the Guarantee to the Credit Agreement, dated as of August 30, 2010, Retail Property Investments, LLC and Citicorp North America, Inc., as Collateral Agent
- 4.58* Supplement No. 5 to the Security Agreement, dated as of August 30, 2010, between Retail Property Investments, LLC and Citicorp North America, Inc., as Collateral Agent
- 4.59* Supplement No. 5 to the Pledge Agreement, dated as of August 30, 2010, between Retail Property Investments, LLC and Citicorp North America, Inc., as Collateral Agent

- 4.60* Supplement No. 4 to the Guarantee to the ABL Credit Agreement, dated as of August 30, 2010, between Retail Property Investments, LLC and Wells Fargo Retail Finance, LLC, as Collateral Agent
- 4.61* Supplement No. 5 to the Security Agreement to the ABL Credit Agreement, dated as of August 30, 2010, between Retail Property Investments, LLC and Wells Fargo Retail Finance, LLC, as Collateral Agent
- 5.1* Opinion of Simpson Thacher & Bartlett LLP
- 5.2** Opinion of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
- 12** Statement Regarding Computation of Ratio of Earnings to Fixed Charges
- 15* Letter re Unaudited Interim Financial Information
- 23.1* Consent of Simpson Thacher & Bartlett LLP (included as part of Exhibit 5.1)
- 23.2** Consent of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. (included as part of Exhibit 5.2)
- 23.3* Consent of Ernst & Young LLP
- 24.1*** Powers of Attorney
- 25.1** Form T-1 Statement of Eligibility under Trust Indenture Act of 1939 of U.S. Bank National Association with respect to the Senior Indenture
- 25.2** Form T-1 Statement of Eligibility under Trust Indenture Act of 1939 of U.S. Bank National Association with respect to the Senior Subordinated Indenture

* Filed herewith

** Previously filed

*** Previously filed except to the extent included on signature pages hereto

FIFTH SUPPLEMENTAL INDENTURE

Fifth Supplemental Indenture (this “Supplemental Indenture”), dated as of August 30, 2010, among Retail Property Investments, LLC (hereinafter referred to as the “Guaranteeing Subsidiary”), a Delaware limited liability company, as applicable, and a subsidiary of Dollar General Corporation, a Tennessee Corporation (the “Issuer”), and U.S. Bank National Association, as successor trustee (the “Trustee”).

WITNESSETH

WHEREAS, each of Dollar General Corporation, Buck Acquisition Corp., and the Guarantors (as defined in the Indenture referred to below) has heretofore executed and delivered to the Trustee an indenture (the “Indenture”), dated as of July 6, 2007, providing for the issuance of an unlimited aggregate principal amount of 10.625% Senior Notes due 2015 (the “Notes”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the “Guarantee”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(i) the principal of and interest, premium and Special Interest, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and

the Guaranteeing Subsidiary shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and the Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors (including the Guaranteeing Subsidiary), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiary, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiary for the purpose of this Guarantee.

(h) The Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the

Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general senior obligation of such Guaranteeing Subsidiary, ranking equally in right of payment with all existing and future senior Indebtedness of the Guaranteeing Subsidiary but, to the extent of the value of the collateral, will be effectively senior to all of the Guaranteeing Subsidiary's unsecured senior Indebtedness. The Guarantees will be senior in right of payment to all existing and future Subordinated Indebtedness of each Guarantor. The Notes will be structurally subordinated to Indebtedness and other liabilities of Subsidiaries of the Issuer that do not Guarantee the Notes, if any.

(m) Each payment to be made by the Guaranteeing Subsidiary in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. The Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, the Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not the Issuer or Guaranteeing Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) such Guarantor is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the jurisdiction of organization of such Guarantor, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guarantor or such Person, as the case may be, being herein called the "Successor Person");

(ii) the Successor Person, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under the Indenture and such Guarantor's related

Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(iii) immediately after such transaction, no Default exists; and

(iv) the Issuer shall have delivered to the Trustee an Officer's Certificate, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or

(v) the transaction is made in compliance with Section 4.09 of the Indenture.

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guarantor under the Indenture and such Guarantor's Guarantee. Notwithstanding the foregoing, any Guarantor may (i) merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer, (ii) merge with an Affiliate of the Issuer solely for the purpose of reincorporating the Guarantor in the United States, any state thereof, the District of Columbia or any territory thereof or (iii) convert into a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the jurisdiction of organization of such Guarantor.

(5) Releases.

The Guarantee of the Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by the Guaranteeing Subsidiary, the Issuer or the Trustee is required for the release of the Guaranteeing Subsidiary's Guarantee, upon:

(1) (A) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guarantor (including any sale, exchange or transfer), after which the applicable Guarantor is no longer a Restricted Subsidiary or all or substantially all the assets of such Guarantor which sale, exchange or transfer is made in compliance with the applicable provisions of this Indenture;

(B) the release or discharge of the guarantee by such Guarantor of the Senior Credit Facilities or such other guarantee that resulted in the creation of such Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(C) the designation of any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in compliance with Section 4.07 of the Indenture; or

(D) the exercise by Issuer of its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the Issuer's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and

(2) such Guarantor delivering to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in this Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiary shall have any liability for any obligations of the Issuer or the Guarantors (including the Guaranteeing Subsidiary) under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or

their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary.

(11) Subrogation. The Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by the Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, the Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. The Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. The Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiary in this Supplemental Indenture shall bind its Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

RETAIL PROPERTY INVESTMENTS, LLC

By: Dollar General Corporation, Sole Member

By: /s/ Wade Smith

Name: Wade Smith

Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Successor Trustee

By: /s/ Wally Jones

Name: Wally Jones

Title: Vice President

FIFTH SUPPLEMENTAL INDENTURE

Fifth Supplemental Indenture (this “Supplemental Indenture”), dated as of August 30, 2010, among Retail Property Investments, LLC (hereinafter referred to as the “Guaranteeing Subsidiary”), a Delaware limited liability company, as applicable, and a subsidiary of Dollar General Corporation, a Tennessee Corporation (the “Issuer”), and U.S. Bank National Association, as successor trustee (the “Trustee”).

W I T N E S S E T H

WHEREAS, each of Dollar General Corporation, Buck Acquisition Corp. and the Guarantors (as defined in the Indenture referred to below) has heretofore executed and delivered to the Trustee an indenture (the “Indenture”), dated as of July 6, 2007, providing for the issuance of an unlimited aggregate principal amount of 11.875% / 12.625% Senior Subordinated Toggle Notes due 2017 (the “Notes”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the “Guarantee”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(i) the principal of and interest, premium and Special Interest, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so

guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Subsidiary shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and the Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors (including the Guaranteeing Subsidiary), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiary, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiary for the purpose of this Guarantee.

(h) The Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general unsecured senior subordinated obligation of such Guaranteeing Subsidiary, will be subordinated in right of payment to all existing and any future Senior Indebtedness of such Guaranteeing Subsidiary, will rank equally in right of payment with all existing and future Senior Subordinated Indebtedness of such Guaranteeing Subsidiary, will be effectively subordinated to all Secured Indebtedness of such Guarantor to the extent of the value of the collateral securing such Indebtedness and will rank senior in right of payment to any future Subordinated Indebtedness of such Guaranteeing Subsidiary. The Notes will be structurally subordinated to Indebtedness and other liabilities of Subsidiaries of the Issuer that do not Guarantee the Notes, if any.

(m) Each payment to be made by the Guaranteeing Subsidiary in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. The Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, the Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not the Issuer or Guaranteeing Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) such Guarantor is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the jurisdiction of organization of such Guarantor, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guarantor or such Person, as the case may be, being herein called the "Successor Person");

(ii) the Successor Person, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under the Indenture and such Guarantor's related Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(iii) immediately after such transaction, no Default exists; and

(iv) the Issuer shall have delivered to the Trustee an Officer's Certificate, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or

(v) the transaction is made in compliance with Section 4.09 of the Indenture.

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guarantor under the Indenture and such Guarantor's Guarantee. Notwithstanding the foregoing, any Guarantor may (i) merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer, (ii) merge with an Affiliate of the Issuer solely for the purpose of reincorporating the Guarantor in the United States, any state thereof, the District of Columbia or any territory thereof or (iii) convert into a corporation, partnership, limited partnership, limited liability corporation or trust organized or existing under the laws of the jurisdiction of organization of such Guarantor.

(5) Releases.

The Guarantee of the Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by the Guaranteeing Subsidiary, the Issuer or the Trustee is required for the release of the Guaranteeing Subsidiary's Guarantee, upon:

(1) (A) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guarantor (including any sale, exchange or transfer), after which the applicable Guarantor is no longer a Restricted Subsidiary or all or substantially all the assets of such Guarantor which sale, exchange or transfer is made in compliance with the applicable provisions of this Indenture;

(B) the release or discharge of the guarantee by such Guarantor of the Senior Credit Facilities or such other guarantee that resulted in the creation of such Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(C) the designation of any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in compliance with Section 4.07 of the Indenture; or

(D) the exercise by Issuer of its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the Issuer's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and

(2) such Guarantor delivering to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in this Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiary shall have any liability for any obligations of the Issuer or the Guarantors (including the Guaranteeing Subsidiary) under the Notes, any Guarantees, the Indenture or

this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary.

(11) Subrogation. The Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by the Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, the Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. The Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. The Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiary in this Supplemental Indenture shall bind its Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

RETAIL PROPERTY INVESTMENTS, LLC

By: Dollar General Corporation, Sole Member

By: /s/ Wade Smith
Name: Wade Smith
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Successor Trustee

By: /s/ Wally Jones
Name: Wally Jones
Title: Vice President

SUPPLEMENT NO. 5 TO
THE GUARANTEE (TERM CREDIT)

SUPPLEMENT NO. 5 dated as of August 30, 2010, to the GUARANTEE (the “Guarantee”) dated as of July 6, 2007, as previously supplemented, among each of the Guarantors listed on the signature pages thereto (each such subsidiary individually, a “Guarantor” and, collectively, the “Guarantors”), and Citicorp North America Inc., as Collateral Agent for the Lenders from time to time parties to the Credit Agreement referred to below.

A. Reference is made to that certain Credit Agreement, dated as of the date hereof, (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”) among Dollar General Corporation, a Tennessee corporation (the “Borrower”), the lenders or other financial institutions or entities from time to time party thereto (the “Lenders”), Goldman Sachs Credit Partners L.P., as Syndication Agent, Lehman Brothers Inc. and Wachovia Capital Markets, LLC, as Documentation Agents, and Citicorp North America, Inc., as Administrative Agent and Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee.

C. The Guarantor has entered into the Guarantee in order to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrower under the Credit Agreement and to induce one or more Hedge Banks to enter into Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries.

D. Section 9.11 of the Credit Agreement and Section 19 of the Guarantee provide that additional Subsidiaries may become Guarantors under the Guarantee by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (“New Guarantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Guarantor under the Guarantee in order to induce the Lenders to make additional Loans, to induce one or more Hedge Banks to enter into Secured Hedge Agreements and as consideration for Loans previously made.

Accordingly, the Collateral Agent and New Guarantor agrees as follows:

SECTION 1. In accordance with Section 19 of the Guarantee, New Guarantor by its signature below becomes a Guarantor under the Guarantee with the same force and effect as if originally named therein as a Guarantor, and New Guarantor hereby (a) agrees to all the terms and provisions of the Guarantee applicable to it as a Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date). Each reference to a Guarantor in the

Guarantee shall be deemed to include New Guarantor. The Guarantee is hereby incorporated herein by reference.

SECTION 2. New Guarantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Borrower and the Collateral Agent. This Supplement shall become effective as to New Guarantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of New Guarantor and the Collateral Agent.

SECTION 4. Except as expressly supplemented hereby, the Guarantee shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and of the Guarantee, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to New Guarantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement.

IN WITNESS WHEREOF, New Guarantor and the Collateral Agent have duly executed this Supplement to the Guarantee as of the day and year first above written.

RETAIL PROPERTY INVESTMENTS, LLC

By: Dollar General Corporation, Sole Member

By: /s/ Wade Smith
Wade Smith, Treasurer

CITICORP NORTH AMERICA, INC., as Collateral Agent

By: /s/ Miles D. McManus
Name: MILES D. McMANUS
Title: Vice President and Director

SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT (TERM CREDIT)

SUPPLEMENT NO. 5 dated as of August 30, 2010, to the Security Agreement dated as of July 6, 2007, as previously supplemented (the “Security Agreement”), among Dollar General Corporation, a Tennessee corporation (the “Borrower”), each subsidiary of the Borrower listed on Annex A thereto (each such subsidiary individually a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; the Subsidiary Grantors and the Borrower are referred to collectively herein as the “Grantors”), and Citicorp North America, Inc., as collateral agent (in such capacity, the “Collateral Agent”) under the Credit Agreement referred to below.

A. Reference is made to that certain Credit Agreement, dated as of July 6, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”) among the Borrower, the lenders or other financial institutions or entities from time to time party thereto (the “Lenders”), Citicorp North America, Inc., as Administrative Agent and Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make the Loans to the Borrower under the Credit Agreement and to induce one or more Hedge Banks to enter into Secured Hedge Agreements with the Borrower and/or its Subsidiaries.

D. Section 9.11 of the Credit Agreement and Section 8.13 of the Security Agreement provide that each Subsidiary of the Borrower that is required to become a party to the Security Agreement pursuant to Section 9.11 of the Credit Agreement shall become a Grantor, with the same force and effect as if originally named as a Grantor therein, for all purposes of the Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. The undersigned Subsidiary (“New Grantor”) is executing this Supplement in accordance with the requirements of the Security Agreement to become a Subsidiary Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 8.13 of the Security Agreement, New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, New Grantor, as security for the payment and performance in full of the Obligations, does hereby bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Col-

lateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a “Grantor” in the Security Agreement shall be deemed to include New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors’ rights generally and general equitable principles.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Borrower. This Supplement shall become effective as to New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4. Such New Grantor hereby represents and warrants that (a) set forth on Schedule I hereto is (i) the legal name of such New Grantor, (ii) the jurisdiction of incorporation or organization of such New Grantor, (iii) the identity or type of organization or corporate structure of such New Grantor and (iv) the Federal Taxpayer Identification Number and organizational number of such New Grantor and (b) as of the date hereof (i) Schedule II hereto sets forth, in all material respects, all of New Grantor’s material Copyright Licenses, (ii) Schedule III hereto sets forth in all material respects, in proper form for filing with the United States Copyright Office, all of New Grantor’s Copyrights (and all applications therefor), (iii) Schedule IV hereto sets forth in all material respects all of New Grantor’s material Patent Licenses, (iv) Schedule V hereto sets forth in all material respects, in proper form for filing with the United States Patent and Trademark Office, all of New Grantor’s Patents (and all applications therefor), (v) Schedule VI hereto sets forth in all material respects all of New Grantor’s material Trademark Licenses and (vi) Schedule VII hereto sets forth in all material respects, in proper form for filing with the United States Patent and Trademark Office, all of New Grantor’s Trademarks (and all applications therefor).

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security

Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to New Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement.

IN WITNESS WHEREOF, New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

RETAIL PROPERTY INVESTMENTS, LLC

By: Dollar General Corporation,
Sole Member

By: /s/ Wade Smith
Wade Smith, Treasurer

CITICORP NORTH AMERICA, INC., as
Collateral Agent

By: /s/ Miles D. McManus
Name: MILES D. McMANUS
Title: Vice President and Director

SCHEDULE I
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

COLLATERAL

<u>Legal Name</u>	<u>Jurisdiction of Incorporation or Organization</u>	<u>Type of Organization or Corporate Structure</u>	<u>Federal Taxpayer Identification Number and Organizational Identification Number</u>
Retail Property Investments, LLC	Delaware	Single-member, Board of Managers-managed Limited Liability Company	FEIN: State ID No.

SCHEDULE II
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

MATERIAL COPYRIGHT LICENSES

NONE

SCHEDULE III
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

COPYRIGHTS

Registered Owner/Grantor	Title	Registration Number
NONE		

SCHEDULE IV
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

MATERIAL PATENT LICENSES

NONE

SCHEDULE V
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

PATENTS

NONE

SCHEDULE VI
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

MATERIAL TRADEMARK LICENSES

NONE

SCHEDULE VII
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

TRADEMARKS

Domestic Trademarks

Registered Owner/Grantor
NONE

Trademark	Registration No.	Application No.
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Foreign Trademarks

Registered Owner/Grantor
NONE

Trademark	Registration No.	Application No.	Country
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SUPPLEMENT NO. 5
TO THE PLEDGE AGREEMENT (TERM CREDIT)

SUPPLEMENT NO. 5 dated as of August 30, 2010 to the PLEDGE AGREEMENT dated as of July 6, 2007, as previously supplemented, among Dollar General Corporation, a Tennessee corporation (the “Borrower”), the Subsidiary of the Borrower listed on the signature pages hereto (each such Subsidiary being a “Subsidiary Pledgor” and, collectively, the “Subsidiary Pledgors”; the Subsidiary Pledgors and the Borrower are referred to collectively as the “Pledgors”) and Citicorp North America, Inc., as collateral agent (in such capacity, the “Collateral Agent”) under the Credit Agreement referred to below.

A. Reference is made to that certain Credit Agreement, dated as of July 6, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”) among the Borrower, the lenders or other financial institutions or entities from time to time party thereto (the “Lenders”), Citicorp North America, Inc., as Administrative Agent and Collateral Agent and the Guarantee dated as of July 6, 2007 (as the same may be amended, restated, supplemented and or otherwise modified from time to time, the “Guarantee”), among the Borrower, the Guarantors party thereto and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge Agreement.

C. The Pledgors have entered into the Pledge Agreement in order to induce the Administrative Agent, the Collateral Agent, the Syndication Agent and the Lenders to enter into the Credit Agreement and to induce the respective Lenders to make the Loans to the Borrower under the Credit Agreement and to induce one or more Hedge Banks to enter into Secured Hedge Agreements with the Borrower and/or its Subsidiaries.

D. The undersigned Guarantors (each an “Additional Pledgor”) are (a) the legal and beneficial owners of the Equity Interests described in Schedule 1 hereto and issued by the entities named therein (such pledged Equity Interests, together with any Equity Interests of the issuer of such Pledged Shares or any other Subsidiary held directly by any Additional Pledgor in the future, in each case, except to the extent excluded from the Collateral for the applicable Obligations pursuant to the penultimate paragraph of Section 1 below (the “After-acquired Additional Pledged Shares”), referred to collectively herein as the “Additional Pledged Shares”) and (b) the legal and beneficial owners of the Indebtedness described under Schedule 1 hereto (together with any other Indebtedness owed to any Additional Pledgor hereafter and required to be pledged pursuant to Section 9.12(a) of the Credit Agreement, the “Additional Pledged Debt”).

E. Section 9.11 of the Credit Agreement and Section 9(b) of the Pledge Agreement provide that additional Subsidiaries may become Subsidiary Pledgors under the Pledge Agreement by execution and delivery of an instrument in the form of this Supplement. Each undersigned Additional Pledgor is executing this Supplement in accordance with the requirements of Section 9(b) of the Pledge Agreement to pledge to the Collateral Agent for the ratable benefit of the Secured Parties the Additional Pledged Shares and the Additional Pledged

Debt and to become a Subsidiary Pledgor under the Pledge Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and each undersigned Additional Pledgor agree as follows:

SECTION 1. In accordance with Section 9(b) of the Pledge Agreement, each Additional Pledgor by its signature hereby transfers, assigns and pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Additional Pledgor's right, title and interest in the following, whether now owned or existing or hereafter acquired or existing (collectively, the "Additional Collateral"):

(a) the Additional Pledged Shares held by such Additional Pledgor and the certificates representing such Additional Pledged Shares and any interest of such Additional Pledgor in the entries on the books of the issuer of the Additional Pledged Shares or any financial intermediary pertaining to the Additional Pledged Shares and all dividends, cash, warrants, rights, instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Additional Pledged Shares;

(b) the Additional Pledged Debt and the instruments evidencing the Additional Pledged Debt owed to such Additional Pledgor, and all interest, cash, instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Additional Pledged Debt; and

(c) to the extent not covered by clauses (a) and (b) above, respectively, all Proceeds of any or all of the foregoing Additional Collateral.

Notwithstanding the foregoing, the Additional Collateral for the Obligations shall not include any Excluded Stock and Stock Equivalents.

For purposes of the Pledge Agreement, the Collateral shall be deemed to include the Additional Collateral.

SECTION 2. Each Additional Pledgor by its signature below becomes a Pledgor under the Pledge Agreement with the same force and effect as if originally named therein as a Pledgor, and each Additional Pledgor hereby agrees to all the terms and provisions of the Pledge Agreement applicable to it as a Pledgor thereunder. Each reference to a "Subsidiary Pledgor" or a "Pledgor" in the Pledge Agreement shall be deemed to include each Additional Pledgor. The Pledge Agreement is hereby incorporated herein by reference.

SECTION 3. Each Additional Pledgor represents and warrants as follows:

(a) Schedule 1 hereto correctly represents as of the date hereof (A) the issuer, the certificate number, the Additional Pledgor and registered owner, the number and class

and the percentage of the issued and outstanding Equity Interests of such class of all Additional Pledged Shares and (B) the issuer, the initial principal amount, the Additional Pledgor and holder, date of and maturity date of all Additional Pledged Debt. Except as set forth on Schedule 1, the Pledged Shares represent all (or 65% in the case of pledges of Foreign Subsidiaries) of the issued and outstanding Equity Interests of each class of Equity Interests of the issuer on the date hereof.

(b) Such Additional Pledgor is the legal and beneficial owner of the Additional Collateral pledged or assigned by such Additional Pledgor hereunder free and clear of any Lien, except for the Lien created by this Supplement to the Pledge Agreement.

(c) As of the date of this Supplement, the Additional Pledged Shares pledged by such Additional Pledgor hereunder have been duly authorized and validly issued and, in the case of Additional Pledged Shares issued by a corporation, are fully paid and non-assessable.

(d) The execution and delivery by such Additional Pledgor of this Supplement and the pledge of the Additional Collateral pledged by such Additional Pledgor hereunder pursuant hereto create a valid and perfected first-priority security interest in the Additional Collateral, securing the payment of the Obligations, in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

(e) Such Additional Pledgor has full power, authority and legal right to pledge all the Additional Collateral pledged by such Additional Pledgor pursuant to this Supplement, and this Supplement constitutes a legal, valid and binding obligation of each Additional Pledgor, enforceable in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and subject to general principles of equity.

SECTION 4. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Borrower. This Supplement shall become effective as to each Additional Pledgor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such Additional Pledgor and the Collateral Agent.

SECTION 5. Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All notices, requests and demands pursuant hereto shall be made in accordance with Section 16 of the Pledge Agreement. All communications and notices hereunder to each Additional Pledgor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement.

IN WITNESS WHEREOF, each Additional Pledgor and the Collateral Agent have duly executed this Supplement to the Pledge Agreement as of the day and year first above written.

RETAIL PROPERTY INVESTMENTS, LLC

By: Dollar General Corporation, Sole Member

By: /s/ Wade Smith
Wade Smith, Treasurer

CITICORP NORTH AMERICAN, INC. as Collateral Agent

By: /s/ Miles D. McManus
Name: MILES D. McMANUS
Title: Vice President and Director

SCHEDULE 1
TO SUPPLEMENT NO. 5
TO THE PLEDGE AGREEMENT

Pledged Shares

Record Owner	Issuer	Certificate No.	Number and Class of Shares	% of Shares Owned
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NONE

Pledged Debt

Payee	Issuer	Principal Amount	Date of Instrument	Maturity Date
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NONE

SUPPLEMENT NO. 4
TO GUARANTEE (ABL)

SUPPLEMENT NO. 4 dated as of August 30, 2010, to the GUARANTEE (the “Guarantee”) dated as of September 11, 2007, among DC Financial, LLC (the “Guarantor”), and Wells Fargo Retail Finance, LLC as successor in interest to The CIT Group/Business Credit Inc., as Collateral Agent for the Lenders from time to time parties to the Credit Agreement referred to below.

A. Reference is made to that certain ABL Credit Agreement, dated as of July 6, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”), among Dollar General Corporation, a Tennessee corporation (the “Parent Borrower”), each of the Subsidiaries of the Parent Borrower party thereto (each such subsidiary, a “Subsidiary Borrower”; together with the Parent Borrower, the “Borrowers”), the lenders or other financial institutions or entities from time to time party thereto (the “Lenders”), Goldman Sachs Credit Partners L.P., as Syndication Agent, Lehman Brothers Inc. and Wachovia Capital Markets, LLC, as Documentation Agents, and Wells Fargo Retail Finance, LLC as successor in interest to The CIT Group/Business Credit Inc., as Administrative Agent and Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee.

C. The Guarantor has entered into the Guarantee in order to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuer to enter into the Credit Agreement and to induce the Lenders to make their respective Loans and the Letter of Credit Issuer to issue Letters of Credit to the Borrowers under the Credit Agreement and to induce one or more Hedge Banks or Cash Management Banks to enter into Secured Hedge Agreements or Secured Cash Management Agreement with the Parent Borrower and/or its Restricted Subsidiaries.

D. Section 9.11 of the Credit Agreement and Section 19 of the Guarantee provide that additional Subsidiaries may become Guarantors under the Guarantee by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (“New Guarantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Guarantor under the Guarantee in order to induce the Lenders to make additional Loans, the Letter of Credit Issuer to issue Letters of Credit, to induce one or more Hedge Banks to enter into Secured Hedge Agreements and as consideration for Loans previously made.

Accordingly, the Collateral Agent and New Guarantor agrees as follows:

SECTION 1. In accordance with Section 19 of the Guarantee, New Guarantor by its signature below becomes a Guarantor under the Guarantee with the same force and effect as if originally named therein as a Guarantor, and New Guarantor hereby (a) agrees to all the terms and provisions of the Guarantee applicable to it as a Guarantor thereunder and (b) represents and

warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date). Each reference to a Guarantor in the Guarantee shall be deemed to include New Guarantor. The Guarantee is hereby incorporated herein by reference.

SECTION 2. New Guarantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Parent Borrower and the Collateral Agent. This Supplement shall become effective as to New Guarantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Guarantor and the Collateral Agent.

SECTION 4. Except as expressly supplemented hereby, the Guarantee shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and of the Guarantee, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to New Guarantor shall be given to it in care of the Parent Borrower at the Parent Borrower's address set forth in Section 13.2 of the Credit Agreement.

IN WITNESS WHEREOF, New Guarantor and the Collateral Agent have duly executed this Supplement to the Guarantee as of the day and year first above written.

RETAIL PROPERTY INVESTMENTS, LLC

By: Dollar General Corporation, Sole Member

By: /s/ Wade Smith
Wade Smith

WELLS FARGO RETAIL FINANCE, LLC, as
Collateral Agent

By: /s/ Jason B. Searle
Name: Jason B. Searle
Title: Director

SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT (ABL)

SUPPLEMENT NO. 5 dated as of August 30, 2010, to the Security Agreement dated as of July 6, 2007, as previously supplemented (the “Security Agreement”), among Dollar General Corporation, a Tennessee corporation (the “Parent Borrower”), each subsidiary of the Parent Borrower party to the Credit Agreement (as defined below) (each such subsidiary, a “Subsidiary Borrower” together with the Parent Borrower, the “Borrowers”) and each subsidiary of the Parent Borrower that became a party thereto pursuant to Section 8.13 of the Security Agreement) (each such subsidiary individually a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; the Subsidiary Grantors, the Subsidiary Borrowers and the Parent Borrower are referred to collectively herein as the “Grantors”), and Wells Fargo Retail Finance, LLC as successor in interest to The CIT Group/Business Credit, Inc. (“CIT”), as collateral agent (in such capacity, the “Collateral Agent”) under the Credit Agreement referred to below.

A. Reference is made to that certain ABL Credit Agreement, dated as of July 6, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”) among the Parent Borrower, the Subsidiary Borrowers, the lenders or other financial institutions or entities from time to time party thereto (the “Lenders”), Wells Fargo Retail Finance, LLC as successor in interest to The CIT Group/Business Credit, Inc., as Administrative Agent and Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Administrative Agent, the Collateral Agent, the Letter of Credit Issuer, and the Lenders to enter into the Credit Agreement and to induce the Lenders to make the Loans to the Borrowers and the Letter of Credit Issuer to issue Letters of Credit under the Credit Agreement and to induce one or more Cash Management Banks and Hedge Banks to enter into Secured Cash Management Agreements and Secured Hedge Agreements with the Borrowers and/or their respective Subsidiaries.

D. Section 9.11 of the Credit Agreement and Section 8.13 of the Security Agreement provide that each Subsidiary of the Parent Borrower that is required to become a party to the Security Agreement pursuant to Section 9.11 of the Credit Agreement shall become a Grantor, with the same force and effect as if originally named as a Grantor therein, for all purposes of the Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. The undersigned Subsidiary (“New Grantor”) is executing this Supplement in accordance with the requirements of the Security Agreement to become a Subsidiary Grantor or Subsidiary Borrower under the Security Agreement in order to induce the Lenders to make additional Loans and the Letter of Credit Issuer to issue Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 8.13 of the Security Agreement, New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, New Grantor, as security for the payment and performance in full of the Obligations, does hereby bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Collateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a "Grantor" in the Security Agreement shall be deemed to include New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Parent Borrower. This Supplement shall become effective as to New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4. Such New Grantor hereby represents and warrants that set forth on Schedule I hereto is (i) the legal name of such New Grantor, (ii) the jurisdiction of incorporation or organization of such New Grantor, (iii) the identity or type of organization or corporate structure of such New Grantor and (iv) the Federal Taxpayer Identification Number and organizational number of such New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to New Grantor shall be given to it in care of the Parent Borrower at the Parent Borrower's address set forth in Section 13.2 of the Credit Agreement.

IN WITNESS WHEREOF, New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

RETAIL PROPERTY INVESTMENTS, LLC

By: Dollar General Corporation, Sole Member

By: /s/ Wade Smith
Wade Smith, Treasurer

WELLS FARGO RETAIL FINANCE, LLC, as
Collateral Agent

By: /s/ Jason B. Searle
Name: Jason B. Searle
Title: Director

SCHEDULE I
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

COLLATERAL

<u>Legal Name</u>	<u>Jurisdiction of Incorporation or Organization</u>	<u>Type of Organization or Corporate Structure</u>	<u>Federal Taxpayer Identification Number and Organizational Identification Number</u>
Retail Property Investments, LLC	Delaware	Single-member, Board of Managers- managed Limited Liability Company	FEIN: State ID No.

Exhibit 5.1

August 31, 2010

Dollar General Corporation
100 Mission Ridge
Goodlettsville, Tennessee 37072

Ladies and Gentlemen:

We have acted as counsel to Dollar General Corporation, a Tennessee corporation (the “Company”), and the subsidiaries of the Company listed on Schedule I hereto (the “Schedule I Guarantors”) and Schedule II hereto (the “Schedule II Guarantors” and, collectively with the Schedule I Guarantors, the “Guarantors”), in connection with the Registration Statement on Form S-3 (the “Registration Statement”) filed by the Company and the Guarantors with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended, relating to the registration of (i) \$979,333,000 aggregate principal amount of the Company’s 10.625% Senior Notes due 2015 (the “Senior Notes”); (ii) \$450,697,000 aggregate principal amount of the Company’s 11.875%/12.625% Senior Subordinated Toggle Notes due 2017 (the “Senior Subordinated Notes” and, together with the Senior Notes, the “Notes”) and (iii) the issuance by the Guarantors of guarantees (the “Guarantees”) with respect to the Notes.

The Senior Notes and the related Guarantees have been issued under the Senior Indenture dated as of July 6, 2007 (the “Original Senior Indenture”) among the Company, Buck Acquisition Corp. (“Buck”), the Guarantors and U.S. Bank National Association (successor trustee), as trustee (the “Trustee”), as supplemented by the First Supplemental Indenture to the Original Senior Indenture, dated as of September 25, 2007, between DC Financial, LLC and the Trustee, the Second Supplemental Indenture to the Original Senior Indenture, dated as of December 31,

2007, between Retail Risk Solutions, LLC and the Trustee, the Third Supplemental Indenture to the Original Senior Indenture, dated as of March 23, 2009, among Dolgen I, Inc., Dolgen II, Inc., Dolgen III, Inc., DG Strategic I, LLC, DG Strategic II, LLC and DG Strategic III, LLC and the Trustee, the Fourth Supplemental Indenture to the Original Senior Indenture, dated as of March 25, 2010, among DG Strategic IV, LLC, DG Strategic V, LLC, DG Strategic VI, LLC, DG Strategic VII, LLC, DG Strategic VIII, LLC and the Trustee and the Fifth Supplemental Indenture to the Original Senior Indenture, dated as of August 30, 2010, between Retail Property Investments, LLC and the Trustee (the Original Senior Indenture as so supplemented, the “Senior Indenture”). The Senior Subordinated Notes and the related Guarantees have been issued under the Senior Subordinated Indenture dated as of July 6, 2007 (the “Original Senior Subordinated Indenture”) among the Company, Buck, the Guarantors and the Trustee, as supplemented by the First Supplemental Indenture to the Original Senior Subordinated Indenture, dated as of September 25, 2007, between DC Financial, LLC and the Trustee, the Second Supplemental Indenture to the Original Senior Subordinated Indenture, dated as of December 31, 2007, between Retail Risk Solutions, LLC and the Trustee, the Third Supplemental Indenture to the Original Senior Subordinated Indenture, dated as of March 23, 2009, among Dolgen I, Inc., Dolgen II, Inc., Dolgen III, Inc., DG Strategic I, LLC, DG Strategic II, LLC and DG Strategic III, LLC and the Trustee, the Fourth Supplemental Indenture to the Original Senior Subordinated Indenture, dated as of March 25, 2010, among DG Strategic IV, LLC, DG Strategic V, LLC, DG Strategic VI, LLC, DG Strategic VII, LLC, DG Strategic VIII, LLC and the Trustee and the Fifth Supplemental Indenture, dated as of August 30, 2010, between Retail Property Investments, LLC and the Trustee (the Original Senior Subordinated

Indenture as so supplemented, the “Senior Subordinated Indenture” and, together with the Senior Indenture, the “Indentures”).

We have examined the Registration Statement and the Indentures, which have been filed with the Commission as exhibits to the Registration Statement. We also have examined the originals, or duplicates or certified or conformed copies, of such corporate and other records, agreements, documents and other instruments and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion, we have relied upon certificates or comparable documents of public officials and of officers and representatives of the Company and the Guarantors.

In rendering the opinions set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents. We also have assumed that the Indentures are the valid and legally binding obligations of the Trustee.

We have assumed further that (1) the Schedule II Guarantors have duly authorized, executed and delivered the Indentures and (2) execution, delivery and performance by the Schedule II Guarantors of the Indentures and Guarantees do not and will not violate the laws of the respective jurisdictions in which each of them is incorporated, organized or formed, as applicable, or any other applicable law (excepting the law of the State of New York and the federal laws of the United States).

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that:

1. The Notes constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms.
2. The Guarantees constitute valid and legally binding obligations of the Guarantors enforceable against the Guarantors in accordance with their terms.

Our opinions set forth above are subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

Insofar as the opinions expressed herein relate to or are dependent upon matters governed by the law of the States of Kentucky and Tennessee, we have relied upon the opinion of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C, included as Exhibit 5.2 to the Registration Statement.

We do not express any opinion herein concerning any law other than the law of the State of New York, the federal law of the United States, the California Revised Limited Partnership Act, the Delaware Limited Liability Company Act and the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing) and, to the extent set forth herein, the laws of the States of Kentucky and Tennessee.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Prospectus included in the Registration Statement.

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT LLP

Schedule I

Name of Entity	Jurisdiction of Incorporation or Organization
Retail Property Investments, LLC	Delaware
South Boston FF&E, LLC	Delaware
South Boston Holdings, Inc.	Delaware
Sun-Dollar, L.P.	California

Schedule II

Name of Entity	Jurisdiction of Incorporation or Organization
DC Financial, LLC	Tennessee
DG Logistics, LLC	Tennessee
DG Promotions, Inc	Tennessee
DG Retail, LLC	Tennessee
DG Transportation, Inc.	Tennessee
Dolgencorp of New York, Inc.	Kentucky
Dolgencorp of Texas, Inc.	Kentucky
Dolgencorp, LLC	Kentucky
Dollar General Partners	Kentucky
Retail Risk Solutions, LLC	Tennessee
Dolgen I, Inc.	Tennessee
Dolgen II, Inc.	Tennessee
Dolgen III, Inc.	Tennessee
DG Strategic I, LLC	Tennessee
DG Strategic II, LLC	Tennessee
Dolgen Midwest, LLC	Tennessee
DG Strategic IV, LLC	Tennessee
DG Strategic V, LLC	Tennessee
DG Strategic VI, LLC	Tennessee
DG Strategic VII, LLC	Tennessee
DG Strategic VIII, LLC	Tennessee

August 31, 2010

The Board of Directors and Shareholders

Dollar General Corporation

We are aware of the incorporation by reference in the Post-Effective Amendment No. 1 to the Registration Statement (Form S-3 No. 333-165799) of Dollar General Corporation for the registration of 10.625% Senior Notes due 2015, its 11.875%/12.625% Senior Subordinated Toggle Notes due 2017 and related guarantees of our reports dated June 8, 2010 and August 31, 2010, relating to the unaudited condensed consolidated interim financial statements of Dollar General Corporation that are included in its Forms 10-Q for the quarters ended April 30, 2010 and July 30, 2010.

Very truly yours,

/s/ Ernst & Young LLP

Nashville, Tennessee

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Post-Effective Amendment No. 1 to the Registration Statement (Form S-3) and related Prospectus of Dollar General Corporation for the registration of 10.625% Senior Notes due 2015, its 11.875%/12.625% Senior Subordinated Toggle Notes due 2017 and related guarantees and to the incorporation by reference therein of our report dated March 31, 2010, with respect to the consolidated financial statements of Dollar General Corporation included in its Annual Report (Form 10-K) for the year ended January 29, 2010, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Nashville, Tennessee
August 31, 2010