FAMILY DOLLAR STORES INC

Filed by

DOLLAR GENERAL CORP

FORM SC TO-T

(Tender offer statement by Third Party)

Filed 09/10/14

Address	P.O. BOX 1017
	10401 MONROE ROAD
	CHARLOTTE, NC, 28201-1017
Telephone	704-849-7492
CIK	0000034408
SIC Code	5331 - Retail-Variety Stores
Industry	Discount Stores
Sector	Consumer Cyclicals
Fiscal Year	08/31

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

SCHEDULE TO

Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

Family Dollar Stores, Inc.
(Name of Subject Company)

D3 Merger Sub, Inc.
a wholly owned subsidiary of

Dollar General Corporation
(Names of Filing Persons and Offerors)

COMMON STOCK, $0.10 PAR VALUE
(Title of Class of Securities)

307000109
(Cusip Number of Class of Securities)

Rhonda M. Taylor
Senior Vice President and General Counsel
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
(615) 855-4000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

With a copy to:

Marni J. Lerner, Esq.
Christopher R. May, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(212) 455-2000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$9,308,187,200	$1,198,894.51

* Estimated solely for purposes of calculating the filing fee. The transaction value was determined by multiplying (a) $80.00, the per share tender offer price, by (b) the sum of (i) 113,951,710, the number of outstanding shares of Family Dollar common stock plus (ii) 1,579,968, the number of shares of Family Dollar common stock subject to issuance pursuant to stock options plus (iii) 820,662, the estimated number of shares of Family Dollar common stock subject to performance share rights. The foregoing share figures were based on the Agreement and Plan of Merger entered into among Family Dollar, Dollar Tree and Dime Merger Sub, Inc., dated as of July 27, 2014 filed with Family Dollar's Form 8-K filed on July 28, 2014 with the Securities and Exchange Commission.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for Fiscal Year 2014, issued August 30, 2013, by multiplying the transaction value by 0.0001288.

☐ Check box if any part of the fee is offset as provided by Rule 0–11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable. Filing Party: Not applicable.
Form or Registration No.: Not applicable. Date Filed: Not applicable.

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third–party tender offer subject to Rule 14d–1.
- ☐ issuer tender offer subject to Rule 13e–4.
- ☐ going–private transaction subject to Rule 13e–3
- ☐ amendment to Schedule 13D under Rule 13d–2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e–4(i) (Cross–Border Issuer Tender Offer)

☐ Rule 14d–1(d) (Cross–Border Third–Party Tender Offer)

This Tender Offer Statement on Schedule TO (this " **Schedule TO** ") is filed by Dollar General Corporation, a Tennessee corporation (" **Dollar General** "), and D3 Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Dollar General (the " **Purchaser** "). This Schedule TO relates to the offer by the Purchaser to purchase all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), at $80.00 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 10, 2014 (the " **Offer to Purchase** "), and in the related Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1)(i) and (a)(1)(ii), respectively (which, together with any amendments or supplements thereto, collectively constitute the " **Offer** ").

Items 1 through 9; Item 11.

All information contained in the Offer to Purchase and the accompanying Letter of Transmittal, including all schedules thereto, is hereby incorporated herein by reference in response to Items 1 through 9 and Item 11 in this Schedule TO.

Item 10. Financial Statements.

Not applicable.

Item 12. Exhibits.

See Exhibit Index.

Item 13. Information Required by Schedule 13E-3.

Not applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: September 10, 2014

D3 MERGER SUB, INC.

By: /s/ Rhonda M. Taylor
Name: Rhonda M. Taylor
Title: Vice President and Secretary

DOLLAR GENERAL CORPORATION

By: /s/ Rhonda M. Taylor
Name: Rhonda M. Taylor
Title: Senior Vice President and General Counsel

EXHIBIT INDEX

Index No.	
(a)(1)(i)	Offer to Purchase dated September 10, 2014.
(a)(1)(ii)	Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on Form W-9).
(a)(1)(iii)	Form of Notice of Guaranteed Delivery.
(a)(1)(iv)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(v)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(vi)	Summary Advertisement as published in The Wall Street Journal on September 10, 2014.
(a)(5)(i)	Press release issued by Dollar General on September 10, 2014.
(b)	Debt Commitment Letter.
(g)	Not applicable.
(h)	Not applicable.

Exhibit (a)(1)(i)

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of

FAMILY DOLLAR STORES, INC.

at
$80.00 Net Per Share
by

D3 MERGER SUB, INC.

a wholly owned subsidiary of

DOLLAR GENERAL CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 8, 2014, UNLESS THE OFFER IS EXTENDED.

The Offer (as defined below) is being made by D3 Merger Sub, Inc. (the " **Purchaser** "), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (" **Dollar General** "). The Purchaser is offering to purchase all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), at a price of $80.00 per share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related letter of transmittal that accompanies this Offer to Purchase (the " **Letter of Transmittal** ") (which, together with any amendments or supplements thereto, collectively constitute the " **Offer** ").

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by Dollar General and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis (the " **Minimum Tender Condition** "), (ii) the Agreement and Plan of Merger, dated as of July 27, 2014, as amended by Amendment No. 1, dated as of September 4, 2014 (the " **Dollar Tree Merger Agreement** "), by and among Family Dollar, Dollar Tree, Inc., a Virginia corporation (" **Dollar Tree** "), and Dime Merger Sub, Inc., a Delaware corporation, and the Voting and Support Agreements, dated as of July 27, 2014, by and among, Dollar Tree and each of the stockholders that are a party thereto as referenced in the Dollar Tree Merger Agreement (collectively, the " **Dollar Tree Voting and Support Agreements** ") having been validly terminated in accordance with their respective terms (the " **Termination Condition** "), (iii) Dollar General, the Purchaser and Family Dollar having entered into a definitive merger agreement (in form and substance satisfactory to Dollar General in its reasonable discretion) with respect to the acquisition of Family Dollar by Dollar General (the " **Dollar General Merger Agreement** ") providing for a second-step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the " **DGCL** "), with Family Dollar surviving as a wholly owned subsidiary of Dollar General, without the requirement for approval of any stockholder of Family Dollar, to be effected promptly following the consummation of the Offer, such merger agreement having not been terminated and the conditions to effecting the Proposed Merger (as defined below) pursuant to Section 251(h) of the DGCL being satisfied upon the acceptance for payment of Shares tendered pursuant to the Offer (the " **Merger Agreement Condition** "), (iv) Dollar General and the parties to the Dollar Tree Voting and Support Agreements (other than Dollar Tree) having entered into definitive tender and support agreements in form and substance satisfactory to Dollar General in its reasonable discretion (the " **Support Agreements Condition** "), (v) the board of directors of Family Dollar (the " **Family Dollar Board** ") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its reasonable discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the " **Proposed Merger** ") of Family Dollar and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above) (the " **Section 203 Condition** "), (vi) the Family Dollar Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being satisfied, in its reasonable discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the

Proposed Merger as described herein (the " **Rights Condition** "), and (vii) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " **HSR Act** ") having expired or been terminated (the " **HSR Condition** "). See "The Offer—Section 14—Conditions of the Offer" for a list of additional conditions to the Offer.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

Dollar General and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of Family Dollar by Dollar General and are prepared to begin such negotiations immediately.

Subject to applicable law, Dollar General and the Purchaser reserve the right to amend the Offer in any respect (including amending the offer price and the consideration to be offered in a merger, including the Proposed Merger). In addition, in the event that Dollar General enters into a merger agreement with Family Dollar and such merger agreement does not provide for a tender offer, Dollar General and the Purchaser reserve the right to terminate the Offer, in which case the Shares would, upon consummation of such merger, be converted into the consideration negotiated by Dollar General, the Purchaser and Family Dollar and specified in such merger agreement.

This transaction has not been approved or disapproved by the Securities and Exchange Commission or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of the transaction or upon the accuracy or adequacy of the information contained in the Offer to Purchase. Any representation to the contrary is a criminal offense.

You should read this entire Offer to Purchase and the Letter of Transmittal carefully before deciding whether to tender your Shares into the Offer. In connection with this Offer, Goldman, Sachs & Co. is the Dealer-Manager, Innisfree M&A Incorporated is the Information Agent and Continental Stock Transfer & Trust Company is the Depositary.

September 10, 2014

Table of Contents

IMPORTANT

Any stockholder of Family Dollar who desires to tender all or a portion of such stockholder's Shares in the Offer should either (i) complete and sign the accompanying Letter of Transmittal or a facsimile thereof in accordance with the instructions in the Letter of Transmittal, and mail or deliver the Letter of Transmittal together with the certificates representing tendered Shares and all other required documents to Continental Stock Transfer & Trust Company, the depositary for the Offer, or tender such Shares pursuant to the procedure for book-entry transfer set forth in "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares" or (ii) request that such stockholder's broker, dealer, commercial bank, trust company or other nominee effect the transaction for such stockholder. Stockholders whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if they desire to tender their Shares. The associated preferred share purchase rights are currently evidenced by the certificates or book-entry interests representing the Shares, and by tendering Shares a stockholder will also tender the associated preferred share purchase rights. If the Distribution Date (as defined in "The Offer—Section 8—Certain Information Concerning Family Dollar—Preferred Share Purchase Rights") occurs, stockholders will be required to tender one associated preferred share purchase right for each Share tendered in order to effect a valid tender of such Share.

Any stockholder who desires to tender Shares and whose certificates representing such Shares are not immediately available, or who cannot comply with the procedures for book-entry transfer on a timely basis, may tender such Shares pursuant to the guaranteed delivery procedure set forth in "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares." Shares delivered pursuant to the guaranteed delivery procedure will not be included in the determination of whether the Minimum Tender Condition has been satisfied.

Questions and requests for assistance may be directed to the Information Agent or to the Dealer Manager at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and all other related materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies, and copies will be furnished promptly at Purchaser's expense. Additionally, this Offer to Purchase, the related Letter of Transmittal and other materials relating to the Offer may be found at http://www.sec.gov.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making a decision with respect to the Offer.

TABLE OF CONTENTS

		Page
SUMMARY TERM SHEET		1
INTRODUCTION		8
THE OFFER		10
1.	Terms of the Offer.	10
2.	Acceptance for Payment and Payment for Shares.	11
3.	Procedures for Accepting the Offer and Tendering Shares.	12
4.	Withdrawal Rights.	15
5.	Certain U.S. Federal Income Tax Consequences.	15
6.	Price Range of Shares; Dividends.	18
7.	Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations.	18
8.	Certain Information Concerning Family Dollar.	19
9.	Certain Information Concerning Dollar General and Purchaser.	22
10.	Source and Amount of Funds.	23
11.	Background of the Offer; Proposed Merger Agreement; Other Transactions with Family Dollar.	25
12.	Purpose of the Offer and the Proposed Merger; Plans for Family Dollar; Statutory Requirements; Approval of the Proposed Merger.	35
13.	Dividends and Distributions.	37
14.	Conditions to the Offer.	38
15.	Certain Legal Matters; Regulatory Approvals; Appraisal Rights.	41
16.	Legal Proceedings.	44
17.	Fees and Expenses.	44
18.	Miscellaneous.	44
Schedule I		A-1

Table of Contents

SUMMARY TERM SHEET

D3 Merger Sub, Inc. (the " **Purchaser** "), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (" **Dollar General** "), is offering to purchase all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), at a price of $80.00 per Share, net to the seller in cash (the " **Offer Price** "), without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related letter of transmittal that accompanies this Offer to Purchase (the " **Letter of Transmittal** ") (which, together with any amendments or supplements thereto, collectively constitute the " **Offer** "). The following are some of the questions you, as a Family Dollar stockholder, may have and answers to those questions. You should carefully read this Offer to Purchase and the accompanying Letter of Transmittal in their entirety because the information in this summary term sheet is not complete and additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal. Dollar General and the Purchaser have included cross-references in this summary term sheet to other sections of this Offer to Purchase where you will find more complete descriptions of the topics mentioned below.

The information concerning Family Dollar contained herein and elsewhere in this Offer to Purchase has been taken from or is based upon publicly available documents or records of Family Dollar on file with the Securities and Exchange Commission (the " **SEC** ") or other public sources at the time of the Offer. Dollar General and the Purchaser have not independently verified the accuracy and completeness of such information. Dollar General and the Purchaser have no knowledge that would indicate that any statements contained herein relating to Family Dollar taken from or based upon such documents and records filed with the SEC are untrue or incomplete in any material respect.

In this Offer to Purchase, unless the context requires otherwise, the terms "we," "our" and "us" refer to Dollar General and its subsidiaries, collectively.

Who is offering to buy my securities?

The Purchaser, D3 Merger Sub, Inc., is a Delaware corporation formed for the purpose of making this Offer to acquire all of the outstanding Shares of Family Dollar. The Purchaser is a wholly owned subsidiary of Dollar General. Dollar General is the largest discount retailer in the United States by number of stores, with 11,595 stores located in 40 states as of August 29, 2014. See "The Offer—Section 9—Certain Information Concerning Dollar General and the Purchaser."

What securities are you offering to purchase?

We are offering to acquire all of the outstanding Shares, which includes the associated rights to purchase shares of Series A Junior Participating Preferred Stock (the " **Rights** ") issued pursuant to the Rights Agreement between Family Dollar and American Stock Transfer & Trust Company, LLC, as Rights Agent, dated as of June 9, 2014, as amended as of July 27, 2014 (the " **Rights Agreement** "). We refer to one share of Family Dollar common stock, together with the associated Rights, as a "share" or "Share." See "Introduction."

How much are you offering to pay for my Shares, and what is the form of payment?

We are offering to pay $80.00 per Share net to you, in cash, without interest and less any required withholding taxes. If you are the record owner of your Shares and you directly tender your Shares to us in the Offer, you will not be required to pay brokerage fees or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee, and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, it may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply. See "Introduction."

Why are you making the Offer?

We are making the Offer because we want to acquire control of, and ultimately acquire the entire equity interest in, Family Dollar while allowing Family Dollar stockholders an opportunity to receive the Offer Price upon the satisfaction of certain conditions by tendering their Shares into the Offer. If the Offer is consummated, we intend to complete a second-step merger with Family Dollar in which Family Dollar will become a wholly owned subsidiary of Dollar General and all outstanding Shares that are not purchased in the Offer (other than Shares held by stockholders who perfect their appraisal rights) will be exchanged for an amount in cash per Share equal to the Offer Price, without interest and less any required withholding taxes (as further described herein, the " **Proposed Merger** "). See "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for Family Dollar; Statutory Requirements; Approval of the Proposed Merger."

Dollar General and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of Family Dollar by Dollar General and are prepared to begin such negotiations immediately.

How does the Offer relate to the announced merger between Dollar Tree and Family Dollar?

On July 28, 2014, Dollar Tree and Family Dollar announced that on July 27, 2014 they had entered into an agreement and plan of merger pursuant to which Dollar Tree would acquire Family Dollar. Under the terms of the agreement, for each outstanding share of Family Dollar common stock (other than dissenting shares or shares owned by Family Dollar or its subsidiaries or by Dollar Tree or its subsidiaries), Family Dollar stockholders would receive consideration of approximately $74.50 per share, consisting of $59.60 in cash and approximately $14.90 in Dollar Tree common stock (subject to a collar). Family Dollar, however, is permitted, pursuant to the terms of the agreement, and subject to certain conditions, to terminate the agreement in order to enter into a definitive agreement for a superior proposal made by another party.

Our Offer to pay you $80.00 per share in cash is being made as an alternative, superior proposal to the announced merger between Dollar Tree and Family Dollar. The valid termination of the merger agreement between Dollar Tree and Family Dollar is a condition to this Offer. See "The Offer—Section 14—Conditions to the Offer."

How long will it take to complete your proposed transaction?

The timing of completing the Offer and the Proposed Merger will depend on, among other things, if and when Family Dollar enters into a definitive merger agreement with us and the number of Shares we acquire pursuant to the Offer, and if and when any necessary approvals or waiting periods under the HSR Act related to the purchase of Shares pursuant to the Offer or the Proposed Merger expire or are terminated as described herein. See "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for Family Dollar; Statutory Requirements; Approval of the Proposed Merger" and "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights."

Do you have the financial resources to pay for the Shares?

We will need approximately $11.6 billion to purchase all outstanding Shares pursuant to the Offer and the Proposed Merger, to provide support for any offers to repurchase existing indebtedness of Family Dollar required as a result of the consummation of the Offer and the Proposed Merger, to refinance certain other existing indebtedness of Dollar General and Family Dollar and to pay related fees and expenses, including the $305 million break-up fee payable to Dollar Tree by Family Dollar if Family Dollar terminates the Dollar Tree Merger Agreement to enter into the Dollar General Merger Agreement. Dollar General expects to obtain the necessary funds from cash on hand and anticipated borrowings. Dollar General has entered into a debt

commitment letter pursuant to which the lenders party thereto have agreed to provide financing that, together with cash on hand, will be sufficient to pay the consideration for the Offer and the Proposed Merger, any related debt transactions and related fees and expenses. The Offer is not conditioned on any financing arrangements or subject to a financing condition. See "The Offer—Section 10—Source and Amount of Funds."

Is your financial condition material to my decision to tender in the Offer?

The Offer is being made for all outstanding Shares. Because the form of payment consists solely of cash and is not conditioned upon any financing arrangements, we do not believe our financial condition is material to your decision whether to tender in the Offer. See "The Offer—Section 10—Source and Amount of Funds."

Have you held discussions with the Family Dollar Board regarding the Offer?

The Family Dollar Board has refused to discuss the Offer with us. Prior to making a public proposal on August 18, 2014 to acquire Family Dollar, Dollar General and Family Dollar have from time to time discussed a potential business combination during which Dollar General expressed its interest in such a transaction. Since July 28, 2014, when Family Dollar and Dollar Tree announced the Dollar Tree Merger Agreement, Dollar General has publicly expressed a desire to enter into a negotiated business combination with Family Dollar and has publicly announced the two proposals that Dollar General has submitted to the Family Dollar Board. The most recent of these proposals, in which Dollar General proposed to (i) acquire each outstanding share of Family Dollar common stock for $80.00 in cash, (ii) divest up to 1,500 retail stores to obtain antitrust clearance and (iii) agree to a $500 million "reverse break-up fee" in the event the requisite antitrust approvals were unable to be obtained, was announced by Dollar General on September 2, 2014. The Family Dollar Board has rejected each of these proposals. See "The Offer—Section 11—Background of the Offer; Other Transactions with Family Dollar."

In light of Family Dollar Board's unwillingness to engage with Dollar General with respect to a negotiated transaction and the Family Dollar Board's public statements with respect to Dollar General's prior proposals, Dollar General is making the offer directly to Family Dollar stockholders on the terms and conditions set forth in this Offer to Purchase as an alternative to the Dollar Tree transaction.

We continue to seek to negotiate a definitive agreement for the acquisition of Family Dollar by Dollar General and are prepared to begin such negotiations immediately.

What does the Family Dollar Board think of the Offer?

The Family Dollar Board has not approved the Offer or otherwise commented on it as of the date of this Offer to Purchase. Within 10 business days of the date of this Offer to Purchase, Family Dollar is required by law to publish, send or give to you (and file with the SEC) a statement as to whether it recommends acceptance or rejection of the Offer, that it has no opinion with respect to the Offer or that it is unable to take a position with respect to the Offer, and the reasons for any such position.

How long do I have to decide whether to tender in the Offer?

You have until the expiration date of the Offer to tender. The Offer currently is scheduled to expire at 5:00 p.m., New York City time, on October 8, 2014. The Purchaser, in its sole discretion, may extend the Offer from time to time for any reason. If the Offer is extended, we will issue a press release announcing the extension at or before 9:00 a.m., New York City time, on the next business day after the date the Offer was scheduled to expire. See "The Offer—Section 1—Terms of the Offer."

Will there be a subsequent offering period?

No. Pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the " **DGCL** "), we expect the Proposed Merger to occur promptly after the consummation of the Offer.

What are the most significant conditions to the Offer?

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by Dollar General and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis (the " **Minimum Tender Condition** "), (ii) the Agreement and Plan of Merger, dated as of July 27, 2014, as amended by Amendment No. 1, dated as of September 4, 2014 (the " **Dollar Tree Merger Agreement** "), by and among Family Dollar, Dollar Tree, Inc., a Virginia corporation (" **Dollar Tree** "), and Dime Merger Sub, Inc., a Delaware corporation, and the Voting and Support Agreements, dated as of July 27, 2014, by and among, Dollar Tree and each of the stockholders that are a party thereto as referenced in the Dollar Tree Merger Agreement (collectively, the " **Dollar Tree Voting and Support Agreements** ") having been validly terminated in accordance with their respective terms (the " **Termination Condition** "), (iii) Dollar General, the Purchaser and Family Dollar having entered into a definitive merger agreement (in form and substance satisfactory to Dollar General in its reasonable discretion) with respect to the acquisition of Family Dollar by Dollar General (the " **Dollar General Merger Agreement** ") providing for a second-step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the " **DGCL** "), with Family Dollar surviving as a wholly owned subsidiary of Dollar General, without the requirement for approval of any stockholder of Family Dollar, to be effected promptly following the consummation of the Offer, such merger agreement having not been terminated and the conditions to effecting the Proposed Merger pursuant to Section 251(h) of the DGCL being satisfied upon the acceptance for payment of Shares tendered pursuant to the Offer (the " **Merger Agreement Condition** "), (iv) Dollar General and the parties to the Dollar Tree Voting and Support Agreements (other than Dollar Tree) having entered into definitive tender and support agreements in form and substance satisfactory to Dollar General in its reasonable discretion (the " **Support Agreements Condition** "), (v) the board of directors of Family Dollar (the " **Family Dollar Board** ") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its reasonable discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the " **Proposed Merger** ") of Family Dollar and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above) (the " **Section 203 Condition** "), (vi) the Family Dollar Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being satisfied, in its reasonable discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described herein (the " **Rights Condition** "), and (vii) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " **HSR Act** ") having expired or been terminated (the " **HSR Condition** "). See "The Offer—Section 14—Conditions of the Offer" for a list of additional conditions to the Offer.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

How will I be notified if the Offer is extended?

If we decide to extend the Offer, we will inform Continental Stock Transfer & Trust Company, the depositary for the Offer (the " **Depositary** "), of that fact and will make a public announcement of the extension, no later than 9:00 a.m., New York City time, on the next business day after the date the Offer was scheduled to expire. See "The Offer—Section 1—Terms of the Offer."

How do I tender my Shares into the Offer?

To tender Shares, you must deliver the certificates representing your Shares, together with a completed Letter of Transmittal and any other required documents, to the Depositary, or tender such Shares pursuant to the procedure for book-entry transfer set forth in "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares—Book-Entry Transfer," not later than the time the Offer expires. If your Shares are held in street name by your broker, dealer, bank, trust company or other nominee, such nominee can tender your Shares through The Depository Trust Company. If you cannot deliver everything required to make a valid tender to the Depositary before the expiration of the Offer, you may have a limited amount of additional time by having a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange (" **NYSE** ") Medallion Signature Program (MSP), guarantee, pursuant to a Notice of Guaranteed Delivery, that the missing items will be received by the Depositary within three NYSE trading days. However, the Depositary must receive the missing items within that three-trading-day period. See "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares."

If the Distribution Date occurs, you also must tender one associated Right for each share of common stock tendered in order to validly tender such shares in the Offer. See "The Offer—Section 8—Certain Information Concerning Family Dollar—Preferred Share Purchase Rights."

Can I withdraw tendered Shares? Until what time can I withdraw tendered Shares?

You can withdraw tendered Shares at any time before the Expiration Date. Thereafter, tenders of Shares are irrevocable, except that they may also be withdrawn after November 8, 2014, which is the 60th day from the commencement of the Offer, unless we have already accepted such Shares for payment. See "The Offer—Section 4—Withdrawal Rights."

How do I withdraw tendered Shares?

To withdraw tendered Shares, within the timeframe for withdrawing Shares, you must deliver a written, telegraphic or facsimile transmission notice of withdrawal with the required information to the Depositary. See "The Offer—Section 4—Withdrawal Rights."

When and how will I be paid for my tendered Shares?

Upon the terms and subject to the conditions of the Offer, we will pay for all validly tendered and not withdrawn Shares promptly after the later of the date of expiration of the Offer and the satisfaction or waiver of the conditions to the Offer set forth in "The Offer—Section 14—Conditions of the Offer."

We will pay for your validly tendered and not withdrawn Shares by depositing the purchase price with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for tendered Shares will be made only after timely receipt by the Depositary of certificates for such Shares (including, if the Distribution Date occurs, certificates for the Rights) (or of a confirmation of a book-entry transfer of such Shares (including, if the Distribution Date occurs, such Rights) as described in "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares"), a properly completed, timely received and duly executed Letter of Transmittal (or facsimile thereof) or Agent's Message (as defined below) in lieu of a Letter of Transmittal and any other required documents for such Shares. See "The Offer—Section 2—Acceptance for Payment and Payment of Shares."

Will the Offer be followed by a merger if all Shares are not tendered in the Offer?

If the conditions of the Offer are satisfied and we accept for payment the Shares validly tendered and not withdrawn, promptly after the consummation of the Offer we expect to consummate a second-step merger pursuant to Section 251(h) of the DGCL with Family Dollar in which Family Dollar will become a wholly owned subsidiary of Dollar General (in the Proposed Merger, all Shares that were not purchased in the Offer will be exchanged for an amount in cash per Share equal to the Offer Price without interest and less any required withholding taxes). If the Proposed Merger takes place, stockholders who did not validly tender Shares in the Offer (other than Shares held by stockholders who properly perfect their appraisal rights under the DGCL) will receive the same amount of cash per Share that they would have received had they validly tendered their Shares in the Offer. See "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for Family Dollar; Statutory Requirements; Approval of the Proposed Merger."

The treatment of your Shares if the Proposed Merger does take place and you properly perfect your appraisal rights is discussed in "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights."

If the Offer is consummated, will Family Dollar continue as a publicly listed company?

As described above, we currently intend, promptly following consummation of the Offer, to acquire all remaining Shares in the Proposed Merger. If the Proposed Merger takes place, Family Dollar will no longer be publicly listed. See "The Offer—Section 7—Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations."

Do I have to vote to approve the Proposed Merger?

No. Dollar General and the Purchaser intend to complete the Offer only if the Merger Agreement Condition is satisfied and a sufficient number of Shares are tendered such that the Minimum Tender Condition is satisfied, permitting Dollar General and the Purchaser to rely on Section 251(h) of the DGCL to complete the Proposed Merger without the requirement of approval from the Family Dollar stockholders.

If I decide not to tender, how will the Offer affect my Shares?

As described above, if the Offer is consummated, we intend to complete the Proposed Merger with Family Dollar in which Family Dollar will become a wholly owned subsidiary of Dollar General and all outstanding Shares that are not purchased in the Offer (other than Shares held by Dollar General and its subsidiaries, Family Dollar and any subsidiaries of Family Dollar or stockholders who perfect their appraisal rights) will be exchanged for an amount in cash per Share equal to the Offer Price without interest and less any required withholding taxes. If the Proposed Merger is consummated, stockholders who did not tender their Shares in the Offer (other than those properly exercising their appraisal rights) will receive cash in an amount equal to the Offer Price without interest and less any required withholding taxes. See "The Offer—Section 7—Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations."

Are appraisal rights available in the Offer or the Proposed Merger?

Appraisal rights are not available in the Offer. If the Proposed Merger is consummated, holders of Shares at the effective time of the Proposed Merger who do not vote in favor of, or consent to, the Proposed Merger and who comply with Section 262 of the DGCL will have the right to demand appraisal of their Shares. Under Section 262 of the DGCL, stockholders who demand appraisal and comply with the applicable statutory procedures will be entitled to receive a judicial determination of the fair value of their Shares, exclusive of any element of value arising from the accomplishment or expectation of the Proposed Merger, and to receive

payment of that fair value in cash, together with a fair rate of interest, if any. Any judicial determination of the fair value of Shares could be based upon factors other than, or in addition to, the price per share to be paid in the Proposed Merger or the market value of the Shares. The value so determined could be more or less than the price per share to be paid in the Proposed Merger. See "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights."

What is the market value of my Shares as of a recent date?

On July 25, 2014, the last full trading day before the first public announcement of a proposal by Dollar Tree to acquire Family Dollar, the last sales price of the Shares reported on the NYSE was $60.66 per Share. On September 9, 2014, the last trading day before the commencement of the Offer, the last reported sale price of the Shares on the NYSE was $78.70 per Share. Please obtain a recent quotation for your Shares prior to deciding whether or not to tender. See "The Offer—Section 6—Price Range of Shares; Dividends."

What are the U.S. federal income tax consequences of participating in the Offer?

In general, the receipt of cash by United States Holders (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences") in exchange for Shares pursuant to the Offer or the Proposed Merger will be a taxable transaction for U.S. federal income tax purposes. A Non-United States Holder (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences") who receives cash in exchange for Shares pursuant to the Offer generally will not be subject to U.S. federal income tax or withholding on any gain recognized. See "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences."

We recommend that you consult your own tax advisor to determine the tax consequences to you of participating in the Offer in light of your particular circumstances (including the application and effect of any state, local or non-U.S. income and other tax laws).

Who can I talk to if I have questions about the Offer?

Stockholders may call Innisfree M&A Incorporated, the Information Agent for the Offer, at (877) 750-5837 (toll free) and banks and brokers may call collect at (212) 750-5833. See the back cover of this Offer to Purchase.

To the Holders of Shares of
Common Stock of Family Dollar :

INTRODUCTION

We, D3 Merger Sub, Inc. (the " **Purchaser** "), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (" **Dollar General** "), are offering to purchase all outstanding shares of common stock, par value $0.10 per share, of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), and the associated preferred share purchase rights (the " **Rights** " and together with the common stock, the " **Shares** ") issued pursuant to the Rights Agreement, between Family Dollar and American Stock Transfer & Trust Company, LLC, as Rights Agent (the " **Rights Agent** "), dated as of June 9, 2014, as amended as of July 27, 2014, at a price of $80.00 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related letter of transmittal that accompanies this Offer to Purchase (the " **Letter of Transmittal** ") (which, together with any amendments or supplements thereto, collectively constitute the " **Offer** "). Stockholders who have Shares registered in their own names and tender directly to Continental Stock Transfer & Trust Company, the depositary for the Offer (the " **Depositary** "), will not have to pay brokerage fees, commissions or similar expenses. Stockholders with Shares held in street name by a broker, dealer, bank, trust company or other nominee should consult with their nominee to determine whether such nominee will charge a fee for tendering Shares on their behalf. Except as set forth in Instruction 6 of the Letter of Transmittal, stockholders will not be obligated to pay transfer taxes on the sale of Shares pursuant to the Offer. We will pay all charges and expenses of Goldman, Sachs & Co. (the " **Dealer Manager** "), the Depositary and Innisfree M&A Incorporated (the " **Information Agent** ") incurred in connection with their services in such capacities in connection with the Offer. See "The Offer—Section 17—Fees and Expenses."

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by Dollar General and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis (the " **Minimum Tender Condition** "), (ii) the Agreement and Plan of Merger, dated as of July 27, 2014, as amended by Amendment No. 1, dated as of September 4, 2014 (the " **Dollar Tree Merger Agreement** "), by and among Family Dollar, Dollar Tree, Inc., a Virginia corporation (" **Dollar Tree** "), and Dime Merger Sub, Inc., a Delaware corporation, and the Voting and Support Agreements, dated as of July 27, 2014, by and among, Dollar Tree and each of the stockholders that are a party thereto as referenced in the Dollar Tree Merger Agreement (collectively, the " **Dollar Tree Voting and Support Agreements** ") having been validly terminated in accordance with their respective terms (the " **Termination Condition** "), (iii) Dollar General, the Purchaser and Family Dollar having entered into a definitive merger agreement (in form and substance satisfactory to Dollar General in its reasonable discretion) with respect to the acquisition of Family Dollar by Dollar General (the " **Dollar General Merger Agreement** ") providing for a second-step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the " **DGCL** "), with Family Dollar surviving as a wholly owned subsidiary of Dollar General, without the requirement for approval of any stockholder of Family Dollar, to be effected promptly following the consummation of the Offer, such merger agreement having not been terminated and the conditions to effecting the Proposed Merger pursuant to Section 251(h) of the DGCL being satisfied upon the acceptance for payment of Shares tendered pursuant to the Offer (the " **Merger Agreement Condition** "), (iv) Dollar General and the parties to the Dollar Tree Voting and Support Agreements (other than Dollar Tree) having entered into definitive tender and support agreements in form and substance satisfactory to Dollar General in its reasonable discretion (the " **Support Agreements Condition** "), (v) the board of directors of Family Dollar (the " **Family Dollar Board** ") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its reasonable discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the " **Proposed Merger** ") of Family Dollar and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above) (the " **Section 203 Condition** "), (vi) the Family Dollar Board having redeemed the Rights associated with the Shares or the Purchaser being satisfied, in its reasonable discretion, that such Rights have been invalidated or are

otherwise inapplicable to the Offer and the Proposed Merger as described herein (the " **Rights Condition** "), and (vii) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " **HSR Act** ") having expired or been terminated (the " **HSR Condition** "). See "The Offer—Section 14—Conditions of the Offer" for a list of additional conditions to the Offer.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

As of the date of this Offer to Purchase, Dollar General beneficially owns 10 Shares, representing less than one percent of the outstanding Shares. According to the Dollar Tree Merger Agreement filed with Family Dollar's Form 8-K filed on July 28, 2014 with the Securities and Exchange Commission (the " **SEC** "), as of July 21, 2014 there were 113,951,710 Shares issued and outstanding, 820,662 Shares were issuable upon exercise of performance share rights and 1,579,968 Shares were issuable upon exercise of outstanding stock options. Based upon the foregoing, there were approximately 116,352,340 Shares outstanding on a fully diluted basis on July 21, 2014. The purpose of the Offer is to acquire control of, and ultimately acquire the entire equity interest in, Family Dollar. If the Minimum Tender Condition, the Merger Agreement Condition and the other conditions of the Offer are satisfied and the Offer is consummated, we intend to complete a second-step merger with Family Dollar in which Family Dollar will become a wholly owned subsidiary of Dollar General pursuant to Section 251(h) of the DGCL promptly following consummation of the Offer and all outstanding Shares that are not purchased in the Offer (other than Shares held by stockholders who perfect their appraisal rights) will be exchanged for an amount in cash per Share equal to the Offer Price, without interest, and less any required withholding taxes. See "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for Family Dollar; Statutory Requirements; Approval of the Proposed Merger."

No appraisal rights are available in connection with the Offer; however, stockholders may have appraisal rights, if properly exercised under the DGCL and not withdrawn, in connection with the Proposed Merger. See "The Offer—Section 15—Certain Legal Matters; Regulatory Approvals; Appraisal Rights."

Dollar General and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of Family Dollar by Dollar General and are prepared to begin such negotiations immediately.

Subject to applicable law, Dollar General and the Purchaser reserve the right to amend the Offer in any respect (including amending the offer price and the consideration to be offered in a merger, including the Proposed Merger). In addition, in the event that Dollar General enters into a merger agreement with Family Dollar and such merger agreement does not provide for a tender offer, Dollar General and the Purchaser reserve the right to terminate the Offer, in which case the Shares would, upon consummation of such merger, be converted into the consideration negotiated by Dollar General, the Purchaser and Family Dollar and specified in such merger agreement.

In the event the Offer is terminated or not consummated, or after the expiration of the Offer and pending consummation of the Proposed Merger, we may purchase additional Shares not tendered in the Offer. Such purchases may be made in the open market or through privately negotiated transactions, tender offers or otherwise. Any such purchases may be on the same terms as, or on terms more or less favorable to stockholders than, the terms of the Offer. Any possible future purchases by us will depend on many factors, including the results of the Offer, our business and financial position and general economic and market conditions.

This Offer to Purchase and the related Letter of Transmittal contain important information, and you should carefully read both in their entirety before you make a decision with respect to the Offer.

THE OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions of the Offer (including, if we extend or amend the Offer, the terms and conditions of any such extension or amendment), we will accept for payment and pay for all Shares validly tendered prior to the Expiration Date (as defined below) and not previously withdrawn in accordance with "The Offer—Section 14—Conditions of the Offer." " **Expiration Date** " means 5:00 p.m., New York City time, on October 8, 2014, unless extended, in which event "Expiration Date" means the time and date at which the Offer, as so extended, shall expire.

The Offer is subject to the conditions set forth in "The Offer—Section 14—Conditions of the Offer," which include, among other things, satisfaction of the Minimum Tender Condition, the Termination Condition, the Merger Agreement Condition, the Section 203 Condition, the Rights Condition, the HSR Condition, and the Support Agreements Condition. If any such condition is not satisfied, we may (i) terminate the Offer and return all tendered Shares to tendering stockholders, (ii) extend the Offer and, subject to withdrawal rights as set forth in "The Offer—Section 4—Withdrawal Rights," retain all such Shares until the expiration of the Offer as so extended, (iii) waive such condition and, subject to any requirement to extend the period of time during which the Offer is open, purchase all Shares validly tendered prior to the Expiration Date and not withdrawn or (iv) delay acceptance for payment or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions to the Offer.

Subject to any applicable rules and regulations of the SEC, we expressly reserve the right, but not the obligation, in our sole discretion, at any time and from time to time, to extend the period during which the Offer is open for any reason by giving oral or written notice of the extension to the Depositary and by making a public announcement of the extension. During any extension, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to the right of a tendering stockholder to withdraw Shares.

As of the date of this Offer to Purchase, the Rights do not trade separately. Accordingly, by tendering Shares you are automatically tendering a similar number of Rights. If, however, the Rights detach, tendering stockholders will be required to deliver Rights certificates with the Shares (or confirmation of book-entry transfer, if available, of such Rights).

If we decrease the percentage of Shares being sought or increase or decrease the consideration to be paid for Shares pursuant to the Offer and the Offer is scheduled to expire at any time before the expiration of a period of 10 business days from, and including, the date that notice of such increase or decrease is first published, sent or given in the manner specified below, the Offer shall be extended until the expiration of such period of 10 business days. If we make any other material change in the terms of or information concerning the Offer or waive a material condition of the Offer, we will extend the Offer, if required by applicable law, for a period sufficient to allow you to consider the amended terms of the Offer. In a published release, the SEC has stated that in its view an offer must remain open for a minimum period of time following a material change in the terms of such offer and that the waiver of a condition such as the Minimum Tender Condition is a material change in the terms of an offer. The release states that an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and that if material changes are made with respect to information that approaches the significance of price and number of shares tendered, a minimum of 10 business days may be required to allow adequate dissemination and investor response.

" **Business day** " means any day other than Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight New York City time.

If we extend the Offer, are delayed in accepting for payment of or paying for Shares or are unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may retain all Shares tendered on our behalf, and such Shares may not be withdrawn except

to the extent tendering stockholders are entitled to withdrawal rights as provided in "The Offer—Section 4—Withdrawal Rights." Our reservation of the right to delay acceptance for payment of or payment for Shares is subject to applicable law, which requires that we pay the consideration offered or return the Shares deposited by or on behalf of stockholders promptly after the termination or withdrawal of the Offer.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by a public announcement thereof. In the case of an extension of the Offer, we will make a public announcement of such extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

We will make a request to Family Dollar for its stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. We will send this Offer to Purchase, the related Letter of Transmittal and other related documents to record holders of Shares and to brokers, dealers, banks, trust companies and other nominees whose names appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Upon the terms and subject to the conditions of the Offer (including, if we extend or amend the Offer, the terms and conditions of any such extension or amendment), we will accept for payment and pay for all Shares validly tendered before the Expiration Date and not withdrawn, promptly after the Expiration Date. We expressly reserve the right, in our sole discretion, but subject to applicable laws, to delay acceptance for and thereby delay payment for Shares in order to comply with applicable laws or if any of the conditions referred to in "The Offer—Section 14—Conditions of the Offer" have not been satisfied or if any event specified in such Section has occurred. Subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the " **Exchange Act** "), we reserve the right, in our sole discretion and subject to applicable law, to delay the acceptance for payment or payment for Shares until satisfaction of all conditions to the Offer. For a description of our right to terminate the Offer and not accept for payment or pay for Shares or to delay acceptance for payment or payment for Shares, see "The Offer—Section 14—Conditions of the Offer."

We will pay for Shares accepted for payment pursuant to the Offer by depositing the purchase price with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares (including, if the Distribution Date (as defined in "The Offer—Section 8—Certain Information Concerning Family Dollar—Preferred Share Purchase Rights") occurs, certificates for the Rights) (or a confirmation of a book-entry transfer of such Shares (including, if the Distribution Date occurs, such Rights) into the Depositary's account at the Book-Entry Transfer Facility (as defined in "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares")), (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or Agent's Message in lieu of a Letter of Transmittal and (iii) any other required documents. For a description of the procedure for tendering Shares pursuant to the Offer, see "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares." Accordingly, payment may be made to tendering stockholders at different times if delivery of the Shares and other required documents occurs at different times. **Under no circumstances will we pay interest on the consideration paid for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in making such payment.**

For purposes of the Offer, we shall be deemed to have accepted for payment tendered Shares when, as and if we give oral or written notice of our acceptance to the Depositary.

We will pay the same per Share consideration pursuant to the Offer to all stockholders. The per Share consideration paid to any stockholder pursuant to the Offer will be the Offer Price, without interest and less any required withholding taxes.

We reserve the right to transfer or assign, in whole or in part from time to time, to one or more of our affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our obligations under the Offer or prejudice your rights to receive payment for Shares validly tendered and accepted for payment.

If any tendered Shares are not accepted for payment pursuant to the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased or untendered Shares will be returned (or, in the case of Shares tendered by book-entry transfer, such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), without expense to you, as promptly as practicable following the expiration or termination of the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tender of Shares . In order for you to validly tender Shares pursuant to the Offer, either (i) the Depositary must receive at one of its addresses set forth on the back cover of this Offer to Purchase (a) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or Agent's Message (as defined below) in lieu of a Letter of Transmittal and any other documents required by the Letter of Transmittal and (b) certificates for the Shares (including, if the Distribution Date occurs, certificates for the Rights) to be tendered or delivery of such Shares (including, if the Distribution Date occurs, such Rights) pursuant to the procedures for book-entry transfer described below (and a confirmation of such delivery including an Agent's Message if the tendering stockholder has not delivered a Letter of Transmittal), in each case by the Expiration Date, or (ii) you or your nominee must comply with the guaranteed delivery procedure described below.

The method of delivery of Shares, the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility, is at your sole option and risk, and delivery of your Shares will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, by book-entry confirmation). If certificates for Shares are sent by mail, we recommend registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date.

The valid tender of Shares pursuant to any one of the procedures described above will constitute your acceptance of the Offer, as well as your representation and warranty that (i) you own the Shares being tendered within the meaning of Rule 14e-4 under the Exchange Act, (ii) the tender of such Shares complies with Rule 14e-4 under the Exchange Act, (iii) you have the full power and authority to tender, sell, assign and transfer the Shares tendered, as specified in the Letter of Transmittal and (iv) when the same are accepted for payment by the Purchaser, the Purchaser will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims.

Our acceptance for payment of Shares tendered by you pursuant to the Offer will constitute a binding agreement between us with respect to such Shares, upon the terms and subject to the conditions of the Offer.

Book-Entry Transfer . The Depositary will establish an account with respect to the Shares for purposes of the Offer at The Depository Trust Company (the " **Book-Entry Transfer Facility** ") after the date of this Offer to Purchase. Any financial institution that is a participant in the Book-Entry Transfer Facility's system may make book-entry transfer of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, together with any required signature guarantees or an Agent's Message and any other required documents must, in any case, be transmitted to, and received by, the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase by the Expiration Date, or your nominee must comply with the guaranteed delivery procedure described below. **Delivery of the Letter of Transmittal and any other required documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.**

The term " **Agent's Message** " means a message, transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a book-entry confirmation stating that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received, and agrees to be bound by, the terms of the Letter of Transmittal and that we may enforce such agreement against such participant.

Signature Guarantees . All signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange (" **NYSE** ") Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Exchange Act) (each an " **Eligible Institution** "), unless (i) the Letter of Transmittal is signed by the registered holder of the Shares tendered therewith and such holder has not completed the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) such Shares are tendered for the account of an Eligible Institution. See Instructions 1, 5 and 7 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered holder of the certificates surrendered, the tendered certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holders or owners appear on the certificates, with the signatures on the certificates or stock powers guaranteed as aforesaid. See Instructions 1, 5 and 7 of the Letter of Transmittal.

Guaranteed Delivery . If you wish to tender Shares pursuant to the Offer and cannot deliver such Shares and all other required documents to the Depositary by the Expiration Date or cannot complete the procedure for delivery by book-entry transfer on a timely basis, you may nevertheless tender such Shares if all of the following conditions are met:

(i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery in the form provided by us is received by the Depositary, as provided below, by the Expiration Date; and

(iii) the certificates for such Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof) together with any required signature guarantee or an Agent's Message and any other required documents, are received by the Depositary within three NYSE trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

Shares delivered pursuant to the guaranteed delivery procedure will not be included in the determination of whether the Minimum Tender Condition has been satisfied.

Backup Withholding . Under the U.S. federal income tax backup withholding rules, 28% of the gross proceeds payable to a tendering United States Holder (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences") or other payee pursuant to the Offer must be withheld and remitted to the United States Treasury, unless the United States Holder or other payee provides his or her correct taxpayer identification number (employer identification number or social security number) to the Depositary, certifies as to no loss of exemption from backup withholding and complies with applicable requirements of the backup withholding rules, or such United States Holder is otherwise exempt from backup withholding. Therefore, unless

an exemption exists and is proven in a manner satisfactory to the Depositary, each tendering United States Holder should complete and sign the Internal Revenue Service (" **IRS** ") Form W-9 included as part of the Letter of Transmittal so as to provide the information and certification necessary to avoid backup withholding. Certain United States Holders (including, among others, corporations) are not subject to these backup withholding requirements. In addition, in order for a Non-United States Holder (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences") to avoid backup withholding, the Non-United States Holder must submit a statement (generally, an IRS Form W-8BEN, W-8BEN-E or W-8ECI), signed under penalties of perjury, attesting to that Non-United States Holder's exempt status. Such statements can be obtained from the Depositary or the IRS website at www.irs.gov.

Any tendering stockholder or other payee who fails to complete fully and sign the IRS Form W-9 included in the Letter of Transmittal (or such other IRS form as may be applicable) may be subject to U.S. federal income tax backup withholding of 28% of the gross proceeds paid to such stockholder or other payee pursuant to the Offer.

Appointment of Proxy . By executing a Letter of Transmittal (or facsimile thereof) or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal, you irrevocably appoint our designees as your attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of your rights with respect to the Shares tendered and accepted for payment by us (and any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of this Offer to Purchase). This power-of-attorney and proxy will be governed by and construed in accordance with the laws of the State of Delaware and applicable federal securities laws. All such powers-of-attorney and proxies are irrevocable and coupled with an interest in the tendered Shares (and such other Shares and securities). Such appointment is effective only upon our acceptance for payment of such Shares. Upon such acceptance for payment, all prior powers-of-attorney, proxies and consents granted by you with respect to such Shares (and such other Shares and securities) will, without further action, be revoked, and no subsequent powers-of-attorney, proxies or consents may be given (and, if previously given, will cease to be effective). Our designees will be empowered to exercise all of your voting and other rights with respect to such Shares (and such other Shares and securities) as they, in their sole discretion, may deem proper at any annual, special or adjourned meeting of Family Dollar's stockholders, or with respect to any actions by written consent in lieu of any such meeting or otherwise. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our acceptance for payment of such Shares, we or our designee must be able to exercise full voting, consent and other rights with respect to such Shares (and such other Shares and securities) (including voting at any meeting of stockholders).

The foregoing proxies are effective only upon acceptance for payment of Shares pursuant to the Offer. The Offer does not constitute a solicitation of proxies, absent a purchase of Shares (or the associated Rights), for any meeting of Family Dollar's stockholders.

Determination of Validity . **Dollar General and the Purchaser will interpret the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto). All questions as to the form of documents and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us, in our sole discretion.** We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance of or payment for which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any condition of the Offer to the extent permitted by applicable law and any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to the satisfaction of the Purchaser. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Purchaser shall determine. None of the Purchaser, Dollar General or any of their respective affiliates or assigns, the Dealer Manager, the Depositary, the Information Agent or any

other person will be under any duty to give any notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

4. Withdrawal Rights.

A stockholder may withdraw Shares that it has previously tendered pursuant to the Offer pursuant to the procedures set forth below at any time before the Expiration Date. Thereafter, tenders of Shares are irrevocable, except that they may also be withdrawn after November 8, 2014, which is the 60th day from the commencement of the Offer, unless such Shares have already been accepted for payment by the Purchaser pursuant to the Offer. If we extend the Offer, delay acceptance for payment or payment for Shares or are unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may, on our behalf, retain all Shares tendered, and such Shares may not be withdrawn except as otherwise provided in this Section 4.

For your withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal with respect to the Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase, and the notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person who tendered such Shares. If the certificates evidencing Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution) signatures guaranteed by an Eligible Institution must be submitted before the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals may not be rescinded, and Shares withdrawn will thereafter be deemed not validly tendered. However, withdrawn Shares may be re-tendered by again following one of the procedures described in “The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares” at any time before the Expiration Date.

We will determine, in our sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and our determination shall be final and binding. We also reserve the absolute right to waive any defect or irregularity in the withdrawal of Shares by any stockholder, whether or not similar defects or irregularities are waived in the case of any other stockholder. None of Dollar General, the Purchaser, the Dealer Manager, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or waiver of any such defect or irregularity or incur any liability for failure to give any such notification.

5. Certain U.S. Federal Income Tax Consequences.

The following is a summary of certain material U.S. federal income tax consequences of the Offer and the Proposed Merger to holders whose Shares are purchased pursuant to the Offer or whose Shares are converted into the right to receive cash in the Proposed Merger. This summary is based on the Internal Revenue Code of 1986, as amended (the “ **Code** ”), applicable treasury regulations and administrative and judicial interpretations thereunder, each as in effect as of the date hereof, all of which may change, possibly with retroactive effect. This summary is not a comprehensive description of all U.S. federal income tax considerations that may be relevant to the Offer and the Proposed Merger. The discussion applies only to holders that hold their Shares as capital assets, and may not apply to Shares received pursuant to the exercise of employee stock options or otherwise as compensation, Shares held as part of a “straddle,” “hedge,” “conversion transaction,” constructive sale or other integrated transaction, holders that purchase or sell Shares as part of a wash sale for tax purposes, holders in

special tax situations (such as dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, financial institutions, regulated investment companies, real estate investment trusts, insurance companies, tax-exempt organizations, U.S. expatriates, "controlled foreign corporations" or "passive foreign investment companies"), or United States Holders (as defined below) whose functional currency is not the U.S. dollar. This discussion does not address any aspect of the alternative minimum tax, the Medicare tax on net investment income, the U.S. federal gift or estate tax, or state, local or foreign taxation. This discussion also does not address the tax consequences to holders of Shares who exercise appraisal rights under the DGCL.

If a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Shares, the tax treatment of a partner in the partnership generally will depend on the status of the partner, the tax activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships that hold Shares and partners in such partnerships should consult their tax advisors with regard to the U.S. federal income tax consequences of tendering or exchanging Shares pursuant to the Offer or the Proposed Merger.

The U.S. federal income tax consequences set forth below are based on current law. Because individual circumstances may differ, each holder should consult such holder's own tax advisor to determine the applicability of the rules discussed below to such holder and the particular tax effects of the Offer and the Proposed Merger to such holder, including the application and effect of U.S. federal estate and gift, state, local and other tax laws.

United States Holders . For purposes of this discussion, the term " **United States Holder** " means a beneficial owner of Shares that is, for U.S. federal income tax purposes:

- a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for these purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (ii) the trust has validly elected to be treated as a "United States person" under applicable Treasury regulations.

The receipt of cash for Shares pursuant to the Offer or the Proposed Merger will be a taxable transaction for U.S. federal income tax purposes. In general, a United States Holder will recognize gain or loss in an amount equal to the difference between such United States Holder's adjusted tax basis in such Shares sold pursuant to the Offer or converted into the right to receive cash in the Proposed Merger and the amount of cash received therefor. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) sold pursuant to the Offer or converted into the right to receive cash in the Proposed Merger. Such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if, on the date of sale (or, if applicable, the date of the Proposed Merger), such Shares were held for more than one year. Long-term capital gains recognized by an individual generally will be taxed at preferential rates. Net capital losses may be subject to limits on deductibility.

Non-United States Holders . For purposes of this discussion, the term " **Non-United States Holder** " means a beneficial owner of Shares that is neither a United States Holder nor a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes).

In general, a Non-United States Holder will not be subject to U.S. federal income tax on gain recognized on Shares sold pursuant to the Offer or converted into the right to receive cash in the Proposed Merger unless:

- the gain is effectively connected with the Non-United States Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to the Non-United States Holder's permanent establishment in the United States), in which event (i) the Non-United States Holder will be subject to U.S. federal income tax in the same manner as if it were a United States Holder (but such Non-United States Holder should provide an IRS Form W-8ECI instead of an IRS Form W-9), and (ii) if the Non-United States Holder is a corporation, it may also be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty);
- the Non-United States Holder is an individual present in the United States for 183 or more days in the taxable year of the sale and certain other conditions exist, in which event the Non-United States Holder will be subject to tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty) on the gain from the exchange of Shares net of applicable U.S. source losses from sales or exchanges of other capital assets recognized during the year; or
- Family Dollar is or has been a United States real property holding corporation for U.S. federal income tax purposes and the Non-United States Holder held, directly or indirectly, at any time during the shorter of (i) the five-year period ending on the date of sale (or, if applicable, the date of the Proposed Merger) and (ii) the period during which the Non-United States Holder held such Shares, more than 5% of the Shares and such holder is not eligible for any treaty exemption.

Information Reporting and Backup Withholding . Payments made to a noncorporate United States Holder in connection with the Offer or the Proposed Merger generally will be subject to information reporting and may be subject to "backup withholding." See "The Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares—Backup Withholdin *g*. "

Backup withholding generally applies if a United States Holder (i) fails to provide an accurate taxpayer identification number or (ii) in certain circumstances, fails to comply with applicable certification requirements. A Non-United States Holder generally will be exempt from information reporting and backup withholding if it certifies on an IRS Form W-8BEN or W-8BEN-E that it is not a U.S. person, or otherwise establishes an exemption in a manner satisfactory to the Depositary.

Backup withholding is not an additional tax and may be refunded by the IRS to the extent it results in an overpayment of tax. Certain persons generally are entitled to exemption from information reporting and backup withholding, including corporations. Certain penalties apply for failure to provide correct information and for failure to include reportable payments in income. Each holder should consult with his or her own tax advisor as to his or her qualification for exemption from backup withholding and the procedure for obtaining such exemption. Tendering United States Holders may be able to prevent backup withholding by completing the IRS Form W-9 that is included in the Letter of Transmittal or, in the case of Non-United States Holders, an IRS Form W-8BEN, W-8BEN-E or other applicable form.

6. Price Range of Shares; Dividends.

The Shares are listed and principally traded on the NYSE under the symbol "FDO." The following table sets forth, for each of the periods indicated, the high and low sales prices per Share on the NYSE, and the dividends per Share declared and paid, as disclosed in Family Dollar's Form 10-K filed with the SEC on October 28, 2013 with respect to the periods of fiscal years 2012 and 2013 and with respect to the periods of fiscal years 2014 and 2015, as reported in published financial sources:

2015	High	Low	Dividends Declared	Dividends Paid
First Quarter (through September 9)	$80.97	$78.40	$ 0.31	$ —

2014	High	Low	Dividends Declared	Dividends Paid
First Quarter	$75.29	$66.94	$ 0.26	$ 0.26
Second Quarter	70.01	59.67	0.26	0.26
Third Quarter	66.13	55.64	0.31	0.31
Fourth Quarter	80.20	58.21	0.31	0.31

2013	High	Low	Dividends Declared	Dividends Paid
First Quarter	$70.17	$61.26	$ 0.21	$ 0.21
Second Quarter	72.54	54.06	0.21	0.21
Third Quarter	65.82	57.50	0.26	0.26
Fourth Quarter	74.44	59.30	0.26	0.26

2012	High	Low	Dividends Declared	Dividends Paid
First Quarter	$60.53	$47.99	$ 0.18	$ 0.18
Second Quarter	59.99	53.03	0.21	0.18
Third Quarter	70.00	53.42	0.21	0.21
Fourth Quarter [(1)]	74.73	61.67	—	0.21

(1) On September 4, 2012, subsequent to the end of fiscal 2012, the Family Dollar Board declared a regular quarterly cash dividend on the Shares of $0.21 per share, payable Monday, October 15, 2012, to stockholders of record at the close of business on Friday, September 14, 2012.

On July 25, 2014, the last full trading day before the first public announcement of a proposal by Dollar Tree to acquire Family Dollar, the last sales price of the Shares reported on the NYSE was $60.66 per Share. On September 9, 2014, the last trading day before the commencement of the Offer, the last reported sale price of the Shares on the NYSE was $78.70 per Share. **You are urged to obtain current market quotations for the Shares.**

7. Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations.

Possible Effects of the Offer on the Market for the Shares . The acceptance for payment of Shares pursuant to the Offer will reduce the number of Shares that might otherwise publicly trade and will reduce the number of holders of Shares, which could adversely affect the liquidity and market value of the remaining Shares. If the Proposed Merger is consummated, stockholders who did not tender their Shares in the Offer (other than those properly exercising their appraisal rights) will receive cash in an amount equal to the Offer Price, without interest and less any required withholding taxes.

Stock Exchange Listing . The Shares are listed on the NYSE. It is possible the Shares may no longer meet the standards for continued listing on the NYSE and may be delisted from the NYSE following consummation of the Offer. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the criteria for continued listing on the NYSE, the market for the Shares could be adversely affected. According to the NYSE's

published guidelines, the Shares would not meet the criteria for continued listing on the NYSE if, among other things, (i) the number of total stockholders of Family Dollar should fall below 400, (ii) the number of total stockholders of Family Dollar should fall below 1,200 and the average monthly trading volume for the Shares is less than 100,000 for the most recent 12 months or (iii) the number of publicly held Shares (exclusive of holdings of officers and directors of Family Dollar and their immediate families and other concentrated holdings of 10% or more) should fall below 600,000. If the Shares are not delisted prior to the Proposed Merger, we intend to delist the Shares from the NYSE promptly following consummation of the Proposed Merger.

Registration Under the Exchange Act . The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of Family Dollar to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of the registration of the Shares under the Exchange Act may substantially reduce the information required to be furnished by Family Dollar to its stockholders and to the SEC and would make certain of the provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement to furnish a proxy statement pursuant to Section 14(a) in connection with a stockholders' meeting and the related requirement to furnish an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer applicable to the Shares. Furthermore, "affiliates" of Family Dollar and persons holding "restricted securities" of Family Dollar may be deprived of, or delayed in, the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended. We intend to seek to cause Family Dollar to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration of the Shares are met.

Margin Regulations . The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the " **Federal Reserve Board** "), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such Shares. Depending upon factors similar to those described above regarding listing and market quotations, it is possible the Shares might no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for loans made by brokers.

8. Certain Information Concerning Family Dollar.

Except as otherwise expressly set forth in this Offer to Purchase, the information concerning Family Dollar contained in this Offer to Purchase has been taken from or based upon publicly available documents and records on file with the SEC and other public sources and is qualified in its entirety by reference thereto. None of Dollar General, the Purchaser, the Dealer Manager, the Information Agent or the Depositary can take responsibility for the accuracy or completeness of the information contained in such documents and records or for any failure by Family Dollar to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to Dollar General, the Purchaser, the Dealer Manager, the Information Agent or the Depositary. Dollar General, the Purchaser, the Dealer Manager, the Information Agent and the Depositary have relied upon the accuracy of the information included in such publicly available documents and records and other public sources and have not made any independent attempt to verify the accuracy of such information.

According to the Family Dollar Form 10-K filed with the SEC on October 28, 2013 (the **"Family Dollar 10-K"**), Family Dollar was founded in 1959 and incorporated in Delaware in 1969, its principal executive offices are located at 10401 Monroe Road, Matthews, NC 28105, its telephone number is (704) 847-6961 and its website address is www.familydollar.com. According to the Family Dollar Form 10-Q filed with the SEC on July 10, 2014 (the " **Family Dollar 10-Q** "), Family Dollar operates a chain of more than 8,200 general merchandise retail discount stores in 46 states, providing value-conscious consumers with a selection of competitively priced merchandise in convenient neighborhood stores. According to the Family Dollar 10-Q, Family Dollar's merchandise assortment includes consumables, home products, apparel and accessories, and seasonal and electronics. According to the Family Dollar 10-Q, Family Dollar sells merchandise at prices that generally range from less than $1 to $10. According to the Family Dollar 10-K, as of August 31, 2013, Family Dollar had approximately 34,000 full-time employees and approximately 24,000 part-time employees.

Preferred Share Purchase Rights . The following description of the Rights is based upon publicly available documents. This description does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement which is filed as Exhibit 4.1 to Family Dollar's Current Report on Form 8-K filed with the SEC on June 9, 2014 and Amendment No. 1 to the Rights Agreement which is filed as Exhibit 4.1 to Family Dollar's Current Report on Form 8-K filed with the SEC on July 28, 2014. Amendment No. 1 to the Rights Agreement, among other things, rendered the Rights Agreement inapplicable to the Dollar Tree Merger Agreement and the transactions contemplated thereby.

On June 8, 2014 (the " **Rights Dividend Declaration Date** "), the Family Dollar Board authorized and declared a dividend distribution of one right (a " **Right** ") for each outstanding share of common stock, par value $0.10 per share, of Family Dollar (the " **Common Stock** ") to stockholders of record at the close of business on June 19, 2014 (the " **Record Date** "). Each Right entitles the registered holder to purchase from Family Dollar a unit consisting of one one-thousandth of a share (a " **Unit** ") of Series A Junior Participating Preferred Stock, par value $1.00 per share (the " **Series A Preferred Stock** "), at a purchase price of $300.00 per Unit, subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the " **Rights Agreement** "), dated as of June 9, 2014, between Family Dollar and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company, as Rights Agent. The Series A Preferred Stock was established pursuant to a Certificate of Designation, Preferences and Rights (the " **Certificate of Designation** "), which was filed by Family Dollar with the Secretary of State of the State of Delaware on March 3, 2011.

Initially, the Rights will be attached to all shares of Common Stock then outstanding, and no separate certificates evidencing Rights (each, a " **Rights Certificate** ") will be distributed. Subject to certain exceptions specified in the Rights Agreement, the Rights will separate from the Common Stock upon the earlier of (i) 10 business days following a public announcement that a person or group of affiliated or associated persons (an " **Acquiring Person** ") has acquired beneficial ownership of 10% or more of the outstanding shares of Common Stock (the " **Stock Acquisition Date** "), other than as a result of repurchases of stock by Family Dollar or acquisitions by certain Exempt Persons (as defined below) or (ii) 10 business days (or such later date as the Family Dollar Board shall determine) following the commencement of a tender offer or exchange offer that would result in a person or group becoming an Acquiring Person (the earlier of (i) and (ii) being referred to herein as the " **Distribution Date** "). An " **Exempt Person** " means each person that beneficially owns on the Rights Dividend Declaration Date a number of shares of Common Stock representing more than 10% of the outstanding shares of Common Stock, except that each such person will be considered an Exempt Person only if and so long as the shares of Common Stock that are beneficially owned by such person do not exceed the number of shares which are beneficially owned by such person on the Rights Dividend Declaration Date, plus any additional shares of Common Stock representing not more than 1% of the shares of Common Stock then outstanding, and except that a person will cease to be an Exempt Person immediately at such time as such person ceases to be the beneficial owner of more than 10% of the shares of Common Stock then outstanding.

Until the Distribution Date, (i) the Rights will be evidenced by the balances in the book-entry account system of the transfer agent for the Common Stock registered in the names of the holders of the Common Stock, (ii) any confirmation or written notices sent to holders of Common Stock in book-entry form and any new Common Stock certificates issued after the Record Date will contain a notation incorporating the Rights Agreement by reference, and (iii) the transfer of Common Stock outstanding will also constitute the transfer of the Rights associated with such shares of Common Stock. Pursuant to the Rights Agreement, Family Dollar reserves the right to require prior to the occurrence of a Triggering Event (as defined below) that, upon any exercise of Rights, a number of Rights be exercised so that only whole shares of preferred stock will be issued.

The Rights are not exercisable until the Distribution Date and will expire at 5:00 p.m., New York City time on June 8, 2015 (the " **Final Expiration Date** "), unless the Rights Agreement is earlier terminated or such date is extended or the Rights are earlier redeemed or exchanged by Family Dollar as described below.

As soon as practicable after the Distribution Date, Rights Certificates will be mailed to holders of record of the Common Stock as of the close of business on the Distribution Date and, thereafter, the separate Rights Certificates alone will represent the Rights.

In the event that a person becomes an Acquiring Person, each holder of a Right will thereafter have the right to receive, upon exercise, Common Stock (or, in certain circumstances, cash, property or other securities of Family Dollar) having a value (as determined pursuant to the Rights Agreement) equal to two times the exercise price of the Right. Notwithstanding any of the foregoing, following the occurrence of the event described in this paragraph, all Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by any Acquiring Person will be null and void.

In the event that a person becomes an Acquiring Person and (i) Family Dollar engages in a merger or other business combination transaction in which Family Dollar is not the surviving corporation, (ii) Family Dollar engages in a merger or other business combination transaction in which Family Dollar is the surviving corporation and the Common Stock of Family Dollar is changed or exchanged, or (iii) 50% or more of Family Dollar's assets, cash flow or earning power is sold or transferred, each holder of a Right (except Rights which have previously been voided as set forth above) shall thereafter have the right to receive, upon exercise, common stock of the acquiring company having a value equal to two times the exercise price of the Right. The events set forth in this paragraph and in the preceding paragraph are referred to as the " **Triggering Events** ."

At any time after a person or group becomes an Acquiring Person and prior to the acquisition by such person or group of 50% or more of the outstanding Common Stock, the Family Dollar Board may exchange the Rights (other than Rights owned by such person or group which have become null and void), in whole or in part, for Common Stock at an exchange ratio of one share of Common Stock per Right (subject to adjustment). If an insufficient number of shares of Common Stock are available for such exchange despite Family Dollar's good faith efforts to authorize additional shares of Common Stock, Family Dollar will substitute a number of shares of preferred stock or a fraction thereof for each share of Common Stock that would otherwise be issuable.

The purchase price payable, and the number of Units of preferred stock or other securities or property issuable, upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the preferred stock, (ii) if holders of the preferred stock are granted certain rights or warrants to subscribe for preferred stock or convertible securities at less than the current market price of the preferred stock, or (iii) upon the distribution to holders of the preferred stock of evidences of indebtedness or assets (excluding regular quarterly cash dividends) or of subscription rights or warrants (other than those referred to above).

With certain exceptions, no adjustment in the purchase price will be required until cumulative adjustments amount to at least 1% of the purchase price. No fractional Units will be issued and, in lieu thereof, an adjustment in cash will be made based on the market price of the preferred stock on the last trading date prior to the date of exercise.

At any time prior to the Stock Acquisition Date, Family Dollar may redeem the Rights in whole, but not in part, at a price of $0.001 per Right (payable in cash, Common Stock or other consideration deemed appropriate by the Family Dollar Board) or amend the Rights Agreement to change the Final Expiration Date to another date, including without limitation an earlier date. Immediately upon the action of the Family Dollar Board ordering redemption of the Rights, the Rights will terminate and the only right of the holders of Rights will be to receive the $0.001 redemption price.

Until a Right is exercised, the holder thereof, as such, will have no separate rights as a stockholder of Family Dollar, including, without limitation, the right to vote or to receive dividends in respect of the Rights. While the distribution of the Rights will not be taxable to stockholders or to Family Dollar, stockholders may, depending upon the circumstances, recognize taxable income in the event that the Rights become exercisable for Common Stock (or other consideration) of Family Dollar or for common stock of the acquiring company or in the event of the redemption of the Rights as set forth above.

Any of the provisions of the Rights Agreement may be amended by the Family Dollar Board prior to the Stock Acquisition Date. After the Stock Acquisition Date, the provisions of the Rights Agreement may only be amended by the Family Dollar Board in order to cure any ambiguity, to correct any defect or inconsistency or to make changes which do not adversely affect the interests of holders of Rights.

Additional Information . Family Dollar is subject to the informational requirements of the Exchange Act and, in accordance therewith, files periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Family Dollar is required to disclose in such proxy statements certain information, as of particular dates, concerning Family Dollar's directors and officers, their remuneration, stock options granted to them, the principal holders of Family Dollar's securities and any material interest of such persons in transactions with Family Dollar. Such reports, proxy statements and other information may be read and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Copies of such material can also be obtained free of charge at the website maintained by the SEC at http://www.sec.gov.

9. Certain Information Concerning Dollar General and the Purchaser.

Purchaser . The Purchaser is a Delaware corporation and, to date, has engaged in no activities other than those incident to its formation and the commencement of the Offer. The Purchaser is a wholly owned subsidiary of Dollar General. The principal executive offices of the Purchaser are located at 100 Mission Ridge, Goodlettsville, TN 37072 (telephone number (615) 855-4000).

Dollar General . Dollar General was founded in 1939 as J.L. Turner and Son, Wholesale and was incorporated as a Kentucky corporation under the name J.L. Turner & Son, Inc. in 1955, when the first Dollar General store was opened. The name of the company was changed to Dollar General in 1968, and in 1998 Dollar General was reincorporated as a Tennessee corporation. The principal executive offices of Dollar General are located at 100 Mission Ridge, Goodlettsville, TN 37072 (telephone number (615) 855-4000). Dollar General is the largest discount retailer in the United States by number of stores, with 11,595 stores located in 40 states as of August 29, 2014, primarily in the southern, southwestern, midwestern and eastern United States. Dollar General offers a broad selection of merchandise, including consumable products such as food, paper and cleaning products, health and beauty products, pet supplies and tobacco products, and non-consumable products such as seasonal merchandise, home decor and domestics, and basic apparel. The merchandise offered includes high quality national brands from leading manufacturers, as well as comparable quality private brand selections with prices at substantial discounts to national brands. Dollar General offers customers these national brand and private brand products at everyday low prices (typically $10 or less) in convenient small-box (small store) locations. As of February 28, 2014, Dollar General employed approximately 100,600 full-time and part-time employees, including divisional and regional managers, district managers, store managers, other store personnel and distribution center and administrative personnel.

The principal trading market for Dollar General's common stock is the NYSE. Dollar General is subject to the informational requirements of the Exchange Act and in accordance therewith files reports and other information with the SEC relating to its business, financial condition and other matters. Such reports and other information are available for inspection and copying at the offices of the SEC in the same manner as set forth below under "Available Information."

Additional Information . The name, business address, citizenship, present principal occupation and employment history for the past five years of each of the members of the board of directors and the executive officers of Dollar General and the members of the board of directors and the executive officers of the Purchaser are set forth in Schedule I to this Offer to Purchase.

None of Dollar General, the Purchaser or, to the knowledge of Dollar General or the Purchaser after reasonable inquiry, any of the persons listed in Schedule I, has during the last five years (a) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) been a party to any judicial or

administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws or a finding of any violation of U.S. federal or state securities laws.

As of the date of this Offer to Purchase, Dollar General beneficially owns 10 Shares, representing less than one percent of the outstanding Shares.

Except as set forth elsewhere in this Offer to Purchase or Schedule I to this Offer to Purchase: (i) none of Dollar General, the Purchaser and, to Dollar General's and the Purchaser's knowledge, the persons listed in Schedule I hereto or any associate or majority-owned subsidiary of Dollar General, the Purchaser or any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of Family Dollar; (ii) except for the open market purchase of 10 Shares by Dollar General on August 20, 2014, for a purchase price of $80.02 per Share, none of Dollar General, the Purchaser and, to Dollar General's and the Purchaser's knowledge, the persons or entities referred to in clause (i) above has effected any transaction in the Shares during the past 60 days; (iii) during the two years before the date of this Offer to Purchase, there have been no transactions between Dollar General, the Purchaser, their subsidiaries or, to Dollar General's and the Purchaser's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and Family Dollar or any of its executive officers, directors or affiliates, on the other hand, that would require reporting under SEC rules and regulations; and (iv) during the two years before the date of this Offer to Purchase, there have been no contacts, negotiations or transactions between Dollar General, the Purchaser, their subsidiaries or, to Dollar General's and the Purchaser's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and Family Dollar or any of its subsidiaries or affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

Available Information . Pursuant to Rule 14d-3 under the Exchange Act, we have filed with the SEC a Tender Offer Statement on Schedule TO (the " **Schedule TO** "), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO, including the Debt Commitment Letter referred to below. The Schedule TO and the exhibits thereto, as well as other information filed by Dollar General and Family Dollar with the SEC, are available for inspection at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Copies of such information may be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC at 100 F Street, N.E., Washington, D.C. 20549-0213. The SEC also maintains a website at http://www.sec.gov that contains the Schedule TO and the exhibits thereto and other information that Dollar General and Family Dollar has filed electronically with the SEC. Additionally, requests for copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and all other related materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies and copies will be furnished promptly at the Purchaser's expense.

10. Source and Amount of Funds.

Dollar General estimates that it will need approximately $11.6 billion to purchase all outstanding Shares pursuant to the Offer and the Proposed Merger, to provide support for any offers to repurchase existing indebtedness of Family Dollar required as a result of the consummation of the Offer and the Proposed Merger, to refinance certain other existing indebtedness of Dollar General and Family Dollar and to pay related fees and expenses, including the $305 million break-up fee payable to Dollar Tree by Family Dollar if Family Dollar terminates the Dollar Tree Merger Agreement to enter into the Dollar General Merger Agreement. Dollar General expects to obtain the necessary funds from cash on hand and anticipated borrowings. Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition. Dollar General has entered into a Commitment Letter (the " **Debt Commitment Letter** ") with Goldman Sachs Bank USA, Goldman Sachs Lending Partners LLC and Citigroup Global Markets Inc. (the " **Commitment Parties** "), dated as of September 10, 2014, pursuant to which the Commitment Parties have agreed to provide financing (the " **Financing** ") for the Offer and the

Proposed Merger, any related debt transactions and related fees and expenses, consisting of (a) a five year $2.5 billion asset-based revolving facility (the " **Revolving Facility** "), (b) a seven year $6.5 billion senior secured term loan facility (the " **Term Loan Facility** ") and (c) a one year $3.25 billion unsecured bridge facility which if still outstanding after one year will be extended to an eight year term loan (the " **Bridge Facility** " and, together with the Revolving Facility and the Term Loan Facility, the " **Debt Facilities** "). It is expected that at or prior to the consummation of the Offer, senior unsecured notes maturing after eight years (the " **Notes** ") will be issued and sold in a private offering in lieu of a portion or all of the drawings under the bridge facility. This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to purchase such notes and they will not be and have not been registered under the Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The commitment of the Commitment Parties under the Debt Commitment Letter will terminate upon the earliest to occur of (i) the termination of the Offer by us prior to the purchase of Shares pursuant to the Offer and the consummation of the Proposed Merger, (ii) after the execution of the Dollar General Merger Agreement and prior to the consummation of the Offer and the related transactions, the termination of the Dollar General Merger Agreement by us (or our affiliates) or with our (or our affiliates') written consent or otherwise in accordance with its terms (other than with respect to provisions therein that expressly survive termination) prior to the consummation of the Offer, (iii) the consummation of the purchase of Shares pursuant to the Offer and the consummation of the Proposed Merger with or without the funding of the Debt Facilities and (iv) 11:59 p.m., New York City time, on June 10, 2015; provided that if the HSR Condition shall not have been satisfied by such time, such time shall be extended to 11:59 p.m., New York City time, on September 10, 2015 (and if the marketing period described in clause (ix) below has commenced on September 8, 2015 but not ended on September 10, 2015, the business day after the last day of such marketing period). The terms and the interest rates of the Debt Facilities and the Notes will, subject to certain limitations, depend on prevailing market conditions at the time of the syndication of the Debt Facilities and the Notes. We currently expect (i) that the interest rate for the Revolving Facility will be equal to LIBOR for an interest period of 1, 2, 3 or 6 months (or, if available to all lenders, an interest period of 12 months or less) plus an applicable margin ranging from 1.25% to 1.75%, or an alternate base rate (defined as the higher of (x) the prime rate of the administrative agent for the Revolving Facility and (y) the federal funds effective rate from time to time plus 0.50%) plus an applicable margin ranging from 0.25% to 0.75%, in each case with the applicable margin depending on average excess availability, (ii) that the interest rate for the Term Loan Facility will be equal to LIBOR for an interest period of 1, 2, 3 or 6 months (or, if available to all lenders, an interest period of 12 months or less, and with a LIBOR "floor" of 0.75%) plus an applicable margin of 3.00%, or an alternate base rate (defined as the highest of (x) the prime rate of the administrative agent for the Term Loan Facility, (y) the federal funds effective rate from time to time plus 0.50% and (z) LIBOR for a one month interest period plus 1.00%) plus an applicable margin of 2.00%, and (iii) that the interest rate for the Bridge Facility will be equal to LIBOR (based on a 3-month interest period and with a LIBOR "floor" of 1.00%) plus 5.00%. Under certain conditions, the interest rates on overdue amounts will increase by 2.00%. We expect that the Debt Facilities will contain (i) representations, warranties, affirmative and negative covenants and other terms customary for facilities of this type, including restrictions on the ability to make dividends, repurchases of stock and similar payments, to incur additional indebtedness, to create liens, to enter into fundamental changes, to dispose of assets, to make loans, acquisitions and investments and to prepay, redeem or repurchase certain junior indebtedness and (ii) certain events of default, including related to the nonpayment of interest or principal, breach of covenants, inaccuracy of representations, certain bankruptcy and similar events, material judgments, ERISA events, invalidity of loan documents and cross defaults and cross acceleration to other material indebtedness. Upon the occurrence of an event of default, we expect that the lenders under the Debt Facilities will have the right to declare all outstanding obligations to be immediately due and payable, enforce rights with respect to any collateral and take certain other actions. The Term Loan Facility and the Revolving Facility will be secured by substantially all of our assets, subject to compliance with the terms of certain existing indebtedness of Dollar General and Family Dollar with (i) the Revolving Facility being secured by a first priority lien on inventory, credit card receivables and certain related assets (with the amount available to be drawn under the Revolving Facility depending on the value of such first priority collateral from time to time in accordance with a customary "borrowing base" formula) and a second priority lien on other assets, and (ii) the Term Loan Facility being secured by a second priority lien on inventory, credit card receivables and certain related assets and a first priority lien on other assets. The obligation of the Commitment Parties to provide Debt Facilities under the Debt Commitment Letter is subject to a number of

conditions (the " **Financing Conditions** "), including without limitation (i) a condition that, since the date hereof, there has not been any Material Adverse Effect (defined in the Debt Commitment Letter in a manner substantially the same as the definition of "Material Adverse Effect" herein); (ii) negotiation, execution and delivery of definitive documentation with respect to the appropriate loan documents; (iii) the delivery of certain customary closing documents (including, among others, a customary solvency certificate for Dollar General) and specified items of collateral consistent with the Debt Commitment Letter and specified documentation standards; (iv) the accuracy of certain specified representations and warranties in the loan documents; (v) consummation of the Offer and the Proposed Merger (without giving effect to any modification, amendment or express waiver or consent that is materially adverse to the lenders under the Debt Facilities in their capacities as such without the consent of the Commitment Parties (such consent not to be unreasonably withheld, delayed or conditioned)) substantially concurrently with the initial funding of the Debt Facilities; (vi) payment of applicable costs, fees and expenses; (vii) the refinancing of certain existing debt substantially concurrently with the initial funding of the Debt Facilities; (viii) the receipt of certain historical financial information and pro forma financial statements; and (ix) the receipt of an offering memorandum and related information with respect to the notes offering and the expiration of a 15 business day marketing period to market the notes (with certain customary blackout and restart dates).

Because Dollar General has entered into the Debt Commitment Letter to provide funds to purchase all shares validly tendered in the Offer, which it will provide to Purchaser, there are no alternative financing arrangements in place nor have any alternative financing plans been made.

11. Background of the Offer; Proposed Merger Agreement; Other Transactions with Family Dollar.

Background of the Offer

As part of the continuous evaluation of its business plans, Dollar General regularly evaluates and considers a variety of options to enhance its business, including among other things, strategic business or asset acquisitions. In particular, from time to time over the years, management and the Dollar General board have considered an acquisition of Family Dollar. Such consideration has included extensive analyses of the related antitrust considerations by management working together with experienced outside counsel. In addition, prior to 2013, Rick Dreiling, Chairman and Chief Executive Officer of Dollar General, and/or Michael Calbert, a member of the board of directors of Dollar General, on occasion have had informal meetings with Howard Levine, Chairman and Chief Executive Officer of Family Dollar, during which the merits of a business combination but not any specific proposals were generally discussed.

On February 28, 2013, Mr. Calbert met with Mr. Levine to discuss the current state of the economy and the potential for consolidation in the retail sector. The discussion included the merits of a potential combination of Dollar General and Family Dollar. During the discussion, Mr. Levine expressed his interest in serving as the chief executive officer of the combined company and establishing its headquarters in Charlotte, North Carolina. Mr. Calbert noted that these specific requests likely would be viewed unfavorably by Dollar General's board.

The Dollar General board of directors was scheduled to discuss preliminarily a potential combination of Dollar General and Family Dollar at its regularly scheduled board meeting on August 28, 2013. However, due to the illness and brief hospitalization of Mr. Dreiling, the board did not discuss such matters and a meeting with Mr. Levine scheduled for the following day that Mr. Calbert had previously requested was cancelled.

In the late summer of 2013, Dollar General contacted representatives of Goldman, Sachs & Co. ("Goldman Sachs") to discuss a potential transaction with Family Dollar. Although Goldman Sachs was not formally retained until August 2014, members of management of Dollar General continued to have discussions with representatives of Goldman Sachs about a potential transaction, including the financial analyses of a transaction, from time to time through the following year.

On October 3, 2013, at a special meeting of the board of directors, the Dollar General board met with members of management to discuss a potential acquisition of Family Dollar. The board discussed a variety of matters, including antitrust considerations, pertaining to such a potential acquisition.

On October 15, 2013, Messrs. Dreiling and Calbert met with Mr. Levine and George Mahoney, Jr., a member of the Family Dollar board, to explore the possibility of a potential business combination transaction between Family Dollar and Dollar General. During the discussions, the representatives of Dollar General conveyed that they were keenly interested in a combination of the two companies. In addition to discussing the merits of a potential combination of Dollar General and Family Dollar, Mr. Levine again expressed his interest in serving as the chief executive officer of the combined company and establishing its headquarters in Charlotte, North Carolina. As he had done at the February 28, 2013 meeting, Mr. Calbert suggested such requests likely would be viewed unfavorably by Dollar General's board. Also at this meeting, Mr. Levine expressed concern that Family Dollar's analysis suggested that a combination of Dollar General and Family Dollar would face potential antitrust issues. Messrs. Dreiling and Calbert informed Mr. Levine that Dollar General had undertaken substantial antitrust work over the years using outside counsel and an economist and such work indicated any antitrust issues would be minimal. The Dollar General representatives further offered to share such antitrust work with Family Dollar if Mr. Levine would reciprocally agree to share Family Dollar's antitrust analysis with Dollar General. The representatives of Family Dollar conveyed that they were committed to keeping their board of directors updated and taking direction from their board and that, subject to their board approving such discussions, they were open to having further discussions. Representatives of Family Dollar did not contact Dollar General to have such further discussions.

In November of 2013, Mr. Dreiling phoned Mr. Levine to set up a follow-up meeting. The meeting originally was scheduled for December 2013 but was postponed until a later date in January 2014. Dollar General's representatives subsequently canceled the January meeting and stated that they would be in touch in the spring of 2014.

On April 30, 2014, Mr. Calbert sent an email to Mr. Levine informing him of personal news and stating generally that he would like to catch up at some point with Mr. Levine. Mr. Levine responded on May 4, 2014 by forwarding his telephone number and offering a telephone conversation, but this telephone conversation did not take place.

On May 29, 2014, the Dollar General board met with management to further discuss a potential acquisition of Family Dollar, including timing considerations, potential benefits and disadvantages, and other key factors. Management also discussed with the board certain financing considerations and related financial analyses of a potential transaction.

On June 6, 2014, Mr. Calbert emailed Mr. Levine to suggest that they speak.

In a telephone conversation on June 7, 2014 with Mr. Levine, Mr. Calbert reiterated Dollar General's strong interest in potentially acquiring Family Dollar. Mr. Calbert stated Dollar General's preference to negotiate directly with the Family Dollar board and not in the public media and suggested a meeting with Mr. Levine as soon as possible.

On June 9, 2014, Mr. Levine emailed Mr. Calbert. Mr. Levine informed Mr. Calbert that Family Dollar had adopted a poison pill earlier that morning. Mr. Levine further suggested arranging a call between counsel representing Family Dollar and Dollar General to discuss potential antitrust issues. In an email later that day, Mr. Calbert suggested that Dollar General would refine its views on price, structure and diligence, including potential antitrust issues, and then get back to Family Dollar.

Around this time, Dollar General also asked its counsel, Simpson Thacher & Bartlett LLP ("Simpson Thacher"), to update the antitrust analysis of a combination of Family Dollar and Dollar General that it had been performing during the prior year and to proceed with further analysis.

On June 18, 2014, Dollar General's board met with management to further discuss a potential acquisition of Family Dollar and the implications on any such combination of the ownership of approximately 9.39% of the

then-outstanding shares of Family Dollar by Carl C. Icahn and certain of his affiliates, as indicated on a Schedule 13D filed on June 6, 2014.

On June 19, 2014, Messrs. Dreiling and Calbert met with Mr. Levine and Mr. Mahoney to further discuss a possible business combination. During the course of such discussion, representatives of Dollar General consistently expressed an interest in exploring a combination. Mr. Levine suggested that Dollar General should make a proposal and Mr. Levine would review such proposal with the Family Dollar board. While suggesting that the timing of a combination was not optimal for Dollar General, the representatives of Dollar General communicated to Mr. Levine that Dollar General's interest likely would be at a modest premium to the current stock price ($68.14 at such time). At no time during this meeting did the representatives of Family Dollar indicate that Family Dollar was undertaking a process to find a potential buyer or combination partner, that there was any urgency for Dollar General to act or that Family Dollar was engaged in discussions with another potential buyer. Mr. Levine's responses to questions posed by representatives of Dollar General gave the opposite impression. At the end of the meeting, Mr. Levine informed the Dollar General representatives that he would brief the Family Dollar board on the conversations and get back to the Dollar General representatives. No representative of Family Dollar followed up with any representative of Dollar General after that meeting and before entering into exclusive negotiations with Dollar Tree and, subsequently, the Dollar Tree Merger Agreement.

On June 24, 2014, Dollar General's board met with certain members of management to discuss the details of the June 19, 2014 meeting between the representatives of Dollar General and the representatives of Family Dollar. At the meeting, the board discussed the challenges of completing a transaction given the impact of Mr. Icahn's investment on Family Dollar's share price and the fact that, based on the June 19th meeting, it did not seem likely that any sale of Family Dollar was imminent. In light of these circumstances and with the intention of allowing Dollar General to begin a CEO search after the completion of which Dollar General could then further consider pursuing a potential transaction with Family Dollar, coupled with Mr. Dreiling's belief that he and Dollar General were at a point where it was appropriate to begin to plan for his retirement, Mr. Dreiling informed Dollar General's board that he had decided to retire no later than May 30, 2015. This decision was publicly announced on June 27, 2014.

On July 28, 2014, Dollar Tree and Family Dollar issued a joint press release announcing they had entered into the Dollar Tree Merger Agreement pursuant to which Dollar Tree would acquire Family Dollar for $74.50 per share in a cash and stock transaction and which contained a $305 million break-up fee in the event Family Dollar terminated the Dollar Tree Merger Agreement in order to enter into a superior transaction.

Following this announcement, Dollar General continued its work to further develop its antitrust analysis related to a potential combination of Dollar General and Family Dollar with Simpson Thacher along with Compass Lexecon, an econometric consulting firm.

On August 13, 2014, the Dollar General board met with senior management as well as representatives from Goldman Sachs and Simpson Thacher to discuss, among other things, a potential proposal to acquire Family Dollar and related financing considerations. At this meeting, a representative of Simpson Thacher advised the board of its fiduciary duties in approving any proposal, management presented an analysis relating to certain considerations, including expected synergies, regarding a proposed combination and representatives of Goldman Sachs presented financial analyses related to a proposed combination.

On August 17, 2014, the Dollar General board met with senior management and representatives of Goldman Sachs and Simpson Thacher to discuss and review, among other things, the results of the refined antitrust analysis performed by Simpson Thacher and Compass Lexecon with respect to a potential combination of Dollar General and Family Dollar and the terms of a proposal to acquire Family Dollar. The Dollar General board approved the proposal on the terms and conditions set forth in a letter to the Family Dollar board described below.

On August 18, 2014, immediately preceding Dollar General's issuance of a press release announcing its proposal to acquire Family Dollar, Mr. Dreiling delivered the following letter addressed to the Family Dollar board, offering to purchase for all cash all Shares for $78.50 and containing certain other terms:

August 18, 2014

Board of Directors
Family Dollar Stores, Inc.
10401 Monroe Road
Matthews, North Carolina 28201

Attn: Howard R. Levine, Chairman of the Board

Dear Howard:

As you know, we at Dollar General admire your company and its attractive footprint and business prospects. We have respect for Family Dollar, its employees and its leadership, and both Dollar General and Family Dollar share a commitment to serving customers in the communities in which we operate. As such, we were surprised and disappointed to find out you had entered into a merger agreement with Dollar Tree.

The Board of Directors of Dollar General is pleased to submit a proposal to you and the Board of Directors of Family Dollar that offers Family Dollar shareholders $78.50 per share in cash for all outstanding shares, providing them with superior value and immediate and certain liquidity for their shares. Not only is our offer superior in price, it is 100% cash, as compared to the mix of cash and stock being offered by Dollar Tree.

Our proposal provides Family Dollar's shareholders with approximately $466 million of additional aggregate value over Dollar Tree's offer and represents a premium of 29.4% over the closing price of $60.66 for Family Dollar stock on the day prior to the Dollar Tree announcement.

Our proposal is not subject to any financing condition. Goldman Sachs and Citigroup Global Markets Inc. have agreed to provide committed financing for all of the financing necessary to consummate the transaction.

We have conducted a thorough review and analysis of the antitrust issues that may be raised by our proposed transaction, including engaging experienced antitrust counsel and a team from Compass Lexecon as our economist to assist us with our analysis. As a result of our review and analysis, coupled with the numerous econometric studies Compass Lexecon has performed utilizing extensive information and data supplied by Dollar General, we are prepared to commit to divest up to 700 retail stores in order to achieve the requisite antitrust approvals, which is approximately the same percentage of the total combined stores represented by the 500 store divestiture commitment in the Dollar Tree merger agreement. We are confident that, with this commitment, we will be able to quickly and efficiently resolve any potential antitrust issues and that our transaction is capable of being completed. We look forward to having the opportunity to share with your counsel the conclusions of our extensive antitrust work once you have taken the appropriate steps under your existing merger agreement with Dollar Tree to enable us to begin discussions.

The Board of Directors of Dollar General has unanimously approved this proposal and has authorized us to proceed expeditiously. We are prepared, promptly following the termination of your merger agreement with Dollar Tree, to enter into a merger agreement that would provide greater value to your shareholders and would otherwise be substantially similar to the one that you entered into with Dollar Tree, modified as necessary to accommodate our all-cash proposal, as described above with respect to antitrust matters and to provide a time period to close the proposed transaction consistent with that set forth in the existing agreement. In addition, we are prepared to revise the agreement to permit Family Dollar to continue to pay its regular quarterly cash dividend through closing on terms consistent with past practice. Dollar General would also agree to fund the

$305 million break-up fee should you become obligated to pay that fee to Dollar Tree upon termination of the existing agreement in order to enter into an agreement with Dollar General.

In addition, I have committed to our Board of Directors to remain as Chief Executive Officer of Dollar General through May 2016 if this combination occurs in order to oversee the successful integration of our two companies. Beyond that date, if asked by the Board and elected by shareholders, I have agreed to continue to serve as a Board member and as Chairman.

We have engaged Goldman, Sachs & Co. as our financial advisor and Simpson Thacher & Bartlett LLP as our legal advisor in connection with this transaction. Our proposal is subject to completion of a confirmatory due diligence review of your company, and we and our advisors are available to commence our due diligence review immediately.

Please note that this letter is not meant to, and does not, create or constitute any legally-binding obligation, liability or commitment by us concerning a proposed transaction, and, other than any confidentiality agreement we may enter into with you, there will be no legally-binding agreement between us regarding the proposed transaction unless and until we enter into a definitive merger agreement with you.

We are confident that after you have considered our offer, you will agree that our proposal constitutes a “Company Superior Proposal” under the terms of the Dollar Tree merger agreement and that our proposal presents a compelling opportunity for your shareholders. This matter has my highest priority and I look forward to hearing from you.

Sincerely,
/s/ Rick Dreiling
Rick Dreiling
Dollar General
Chairman and Chief Executive Officer

On the evening of August 20, 2014, immediately preceding Dollar General’s issuance of a press release containing the following letter, Mr. Dreiling delivered the following letter addressed to the Family Dollar board:

August 20, 2014

Board of Directors
Family Dollar Stores, Inc.
10401 Monroe Road
Matthews, North Carolina 28201

To the Board of Directors of Family Dollar Stores, Inc.:

We have reviewed the Form S-4 on the background of your current merger agreement with Dollar Tree. As the Family Dollar Board of Directors considers our superior proposal, we believe it is important for you to take into account certain important facts that are not included in the Form S-4 relating to our interaction with your company.

While the Form S-4 references various meetings between our companies’ representatives over the years, it fails to mention that Dollar General representatives have consistently expressed a keen interest in putting our two companies together. The Form S-4 also fails to mention that on more than one occasion at such meetings, Howard Levine expressed his own interest in the social issues of a combination, including, among other things, his desire to be chief executive officer of the combined companies. We cannot help but question whether Dollar General’s failure to embrace such requests by Mr. Levine weighed into Family Dollar’s decision to pursue an agreement with Dollar Tree.

As you are aware, we continued to express our interest in exploring a combination into June of this year. During the June 7, 2014, phone call referenced in the background section of the Form S-4, our representative reiterated Dollar General's interest in potentially acquiring Family Dollar and stated our preference to negotiate directly with the Board of Directors and not in the public media, as might be the case with an activist investor involved, and suggested a meeting with the Dollar General CEO as soon as possible.

That meeting was held on June 19, 2014, just days before the Family Dollar Board decided to enter into exclusive negotiations with Dollar Tree. During the June 19 meeting, although noting that the timing was not optimal for Dollar General, our representatives expressed more than once our interest in exploring a combination with Family Dollar. At no time during this meeting did Mr. Levine indicate that there was a process, that there was any urgency to act or that there were discussions with another potential buyer. In fact, Mr. Levine's response to specific questions posed by our representatives gave us quite the opposite impression. Had we left the meeting with the belief that a sale of Family Dollar was imminent, we assure you that our course of action would have been different.

At that meeting, the Dollar General representatives communicated to Mr. Levine that Dollar General's interest likely would be at a modest premium to the current stock price ($68.14 at such time). It is surprising, then, that, according to the Form S-4, your board was considering at that time a proposal in that range from Dollar Tree, and yet no representative of Family Dollar followed up with any representative of Dollar General after that meeting and before entering into the merger agreement with Dollar Tree.

This lack of engagement is puzzling. Regrettably, as a result, we are now forced to factor a $305 million break-up fee into our offer—consideration that could have been better used to maximize value for the Family Dollar shareholders.

Nonetheless, we have presented you with a superior proposal for your shareholders (although perhaps not for Mr. Levine personally), and we urge you to evaluate our proposal on its merits considering this full set of facts and in keeping with your obligation to consider first and foremost the best interests of your shareholders.

Finally, we have heard the media reports in which unnamed sources close to Family Dollar are claimed to have expressed concern about antitrust matters relating to a potential acquisition by Dollar General. As we stated in our offer letter, we have engaged experienced counsel and an economist and have conducted extensive review and analysis of these matters, and we are confident that we will be able to quickly and efficiently resolve any potential antitrust issues. In fact, we believe that the number of store divestitures contained in our offer letter is more than sufficient to take this issue completely off the table. We remain ready to share with your counsel the conclusions of our extensive antitrust work once you have taken the appropriate steps under your existing merger agreement with Dollar Tree to enable us to begin discussions.

We urge the Family Dollar Board of Directors to act in the best interests of the Family Dollar shareholders and take the necessary steps to enter into discussions with us.

Sincerely,
/s/ Rick Dreiling
Rick Dreiling
Dollar General Corporation
Chairman and Chief Executive Officer

On the morning of August 21, 2014, Family Dollar issued a press release announcing that the Family Dollar board had rejected Dollar General's proposal on the theory that the proposal was not "reasonably expected to lead to a superior proposal that is 'reasonably likely to be completed on the terms proposed.'" In its press release, Family Dollar also disputed the characterization of certain events contained in Dollar General's August 20th letter.

Following Family Dollar's press release, on August 21, 2014, Dollar General issued a press release in which Mr. Dreiling expressed Dollar General's disappointment that the Family Dollar board did not determine that Dollar General's proposal was reasonably expected to lead to a superior proposal. The press release further noted that Dollar General was reviewing and considering all of its options.

Following its August 18 th proposal, Dollar General, Simpson Thacher and Compass Lexecon further developed their antitrust analysis of a combination of Family Dollar and Dollar General. Also during this time, Dollar General engaged Richard Feinstein of Boies, Schiller & Flexner LLP and the former Director of the Bureau of Competition at the Federal Trade Commission, to independently review the antitrust work undertaken by Dollar General.

On August 27, 2014, the Dollar General board met with management as well as representatives of various advisors, including among others Goldman Sachs and Simpson Thacher, to discuss, among other things, a revised proposal to acquire Family Dollar. The Dollar General board approved the revised proposal on the terms and conditions set forth in the letter to the Family Dollar board set forth below.

On August 29, 2014, representatives of Dollar General, Simpson Thacher and Mr. Feinstein held a conference call during which Mr. Feinstein confirmed, after his review of Dollar General documents and data and the analyses done to date by Compass Lexecon and after numerous calls with representatives of Dollar General and Compass Lexecon, that he agreed that the proposed acquisition could be completed on the terms proposed in the August 18 th proposal.

On September 2, 2014, Mr. Dreiling sent the following letter to the Family Dollar board and Dollar General issued a press release containing the letter:

September 2, 2014
Board of Directors
Family Dollar Stores, Inc.
10401 Monroe Road
Matthews, North Carolina 28201

To the Board of Directors of Family Dollar Stores, Inc.:

We were extremely disappointed that our superior all-cash proposal was rejected by the Family Dollar Board of Directors without any discussions between our companies. We are confident that if the Family Dollar Board had agreed to engage with us and our counsel regarding the results of our extensive antitrust analysis, you would have concluded that our proposal is reasonably capable of being completed on the terms proposed. Despite our disappointment, we remain committed to completing a transaction that will provide your shareholders with superior value to the existing agreement with Dollar Tree and immediate and certain liquidity for their shares.

Antitrust Matters

Our antitrust analysis began well over a year ago and has included all of the major analyses that we would expect the Federal Trade Commission ("FTC") and its economist to perform in connection with a review of this proposed transaction. Since making our proposal on August 18, we have continued to refine our antitrust analysis with our experienced antitrust counsel and Compass Lexecon, our economist, and can confirm that this additional work has only increased our confidence in our ability to complete the proposed transaction and that the 700 store divestiture commitment in our prior proposal provided more than sufficient cushion to clear any FTC review.

In addition, to further validate our analysis, we have engaged Richard Feinstein of Boies, Schiller & Flexner LLP to independently review our thorough antitrust work. As you may know, until June of 2013 Mr. Feinstein was the Director of the Bureau of Competition at the FTC. After a review of our work completed to date, Mr. Feinstein has informed us that he concurs in our view that the transaction can be completed on the terms previously proposed.

Given our advisors' experience, as well as the extensive analysis we have performed, we have the highest confidence that our antitrust analysis and conclusions are correct. This leads us to believe that perhaps Family Dollar's advisors are analyzing this transaction as if it were a potential grocery store merger or utilizing data that tells a story much different than Dollar General's documents and data.

This proposed transaction is not a traditional grocery store merger, and we do not believe that the FTC will take this approach. Rather, as outlined further below, we believe that the FTC will evaluate this transaction as involving a "fill-in" shop/trip instead of a "destination" or "stock-up" shop/trip.

Additionally, although we do not yet have visibility to Family Dollar's documents and data, we do not believe that those documents and data will be the focus of the FTC's review. Instead, we believe that, as the acquirer, Dollar General's documents will be much more important to the FTC, and those documents and data will demonstrate, among other things, that:

- Walmart, not Family Dollar, is the primary driver regarding Dollar General's strategic and pricing decisions;
- Approximately 75% of Dollar General's SKUs are nationally priced (i.e., not subject to zone pricing);
- Dollar General views the competitive market broadly, factoring in a wide variety of retail outlets, including mass, club, drug and grocery, as well as independent retailers, each of which acts as a competitive constraint on Dollar General's pricing;
- Each of the above retail outlets sells the sort of items that Dollar General sells, and there is nothing unique about these products; and
- Dollar General is a fill-in shop/trip, not a destination or stock-up shop/trip. Dollar General's customers are going to their primary destination stores weekly and have access to all of the same SKUs which are available for fill-in at Dollar General.

We look forward to the time when our companies and their advisors are able to discuss these matters more openly with one another once you have taken the appropriate steps under your existing merger agreement to allow that to happen.

Revised Offer

We have listened carefully to the reasons you articulated for the rejection of our proposal and, while we disagree with your rationale, we are revising our previous proposal in an effort to further demonstrate our commitment to a transaction with Family Dollar. To that end, we hereby revise our proposal as follows:

1. We agree to pay the Family Dollar shareholders $80.00 per share in cash for all outstanding shares, an amount that provides even more value and immediate liquidity for their shares. Our revised proposal provides Family Dollar's shareholders with approximately $640 million of additional aggregate value over Dollar Tree's offer and represents a premium of 31.9% over the closing price of $60.66 for Family Dollar stock on the day prior to the Dollar Tree announcement.

2. As discussed above, based on the extensive work and analysis performed by our experienced antitrust counsel and economist, we do not believe that we would be ordered to divest more than the number of stores contained in our original offer (i.e., 700), if that many, and we believe that after we have shared that analysis with your counsel, you will agree. Nonetheless, to provide you with a concrete proposal that indisputably allows you to engage with us under the terms of your existing merger agreement and to demonstrate our commitment to this proposed transaction and the value it brings to Family Dollar shareholders, we are willing to agree to divest up to 1,500 stores, a commitment that provides you with even greater assurance that this transaction is capable of being completed on the terms proposed.

3. As further evidence of our confidence in our ability to obtain the required antitrust approvals on the terms we have proposed, we also will agree to pay a $500 million "reverse break-up fee" to Family Dollar to eliminate any concerns you have about our ability to obtain such approvals and further increase the certainty of closing.

Our revised proposal is not subject to any financing condition. Goldman Sachs and Citigroup Global Markets Inc. have agreed to provide committed financing for all of the financing necessary to consummate a transaction. The remaining terms of our prior proposal, including permitting Family Dollar to pay its customary quarterly dividend consistent with past practices through closing, continue to apply.

The Board of Directors of Dollar General has unanimously approved this revised proposal and has authorized us to proceed expeditiously.

Your existing agreement with Dollar Tree permits you to engage in discussions with us if you believe that our proposal "is reasonably likely to lead to a Company Superior Proposal" and does not require you to actually determine our proposal is, at this time, a Company Superior Proposal. There is no question that our proposal is economically superior to the existing transaction with Dollar Tree. While we believe your antitrust analysis has led you to a misplaced initial conclusion regarding the number of divestitures that may be required, we believe that the foregoing enhanced proposal and commitments should sufficiently address any concerns that led you to reject our prior proposal as "not reasonably likely to be completed on the terms proposed" and that, with these revised terms, the Family Dollar Board should engage with us. Only by engaging with us can you ensure that you have fulfilled your duty to your shareholders to be well-informed and that you have acted in the best interests of your shareholders to maximize the value of their shares.

As we noted in our previous letter, we and our advisors stand ready to meet with you and your advisors to discuss our revised proposal immediately. We have engaged Goldman, Sachs & Co. as our financial advisor and Simpson Thacher & Bartlett LLP as our legal advisor in connection with this transaction.

Please note that this letter is not meant to, and does not, create or constitute any legally-binding obligation, liability or commitment by us concerning a proposed transaction, and, other than any confidentiality agreement we may enter into with you, there will be no legally-binding agreement between us regarding the proposed transaction unless and until we enter into a definitive merger agreement with you.

Given the details of our revised proposal, we are certain that you will conclude that our revised proposal is a "Company Superior Proposal" and you will take the appropriate steps under your existing merger agreement with Dollar Tree to enable us to begin discussions so that we may enter into a definitive merger agreement. However, in the event you refuse to engage with us regarding our revised proposal, we will consider taking our persuasive and superior proposal directly to your shareholders, as we are firmly committed in our belief that a combination of our companies is in their best interests.

We look forward to hearing from you.

Sincerely,
Rick Dreiling
Dollar General Corporation
Chairman and Chief Executive Officer

On the morning of September 5, 2014, Family Dollar issued a press release announcing that the Family Dollar board had rejected Dollar General's proposal on the theory that the proposal was not "reasonably likely to be completed on the terms proposed." In such release, Family Dollar outlined in detail its view of the antitrust risks posed by a transaction with Dollar General. Simultaneously with this press release, Dollar Tree and Family Dollar issued a joint press release announcing that they entered into an amendment to the Dollar Tree Merger Agreement that provided that Dollar Tree would divest as many stores as required in order to obtain antitrust approval.

Following Family Dollar's press release, on September 5, 2014, Dollar General issued a press release stating that it remains committed to acquiring Family Dollar and is currently evaluating its next steps.

On September 6, 2014, Dollar General's board, by unanimous written consent, agreed to commence the Offer.

On September 9, 2014, the Dollar General board held a special meeting to discuss the Offer and the proposed acquisition with members of management as well as representatives of Goldman Sachs and Simpson Thacher.

On September 10, 2014, Dollar General issued a press release announcing that it was commencing the Offer and would make the required filings under the HSR Act to begin antitrust review of the proposed combination with Family Dollar.

Proposed Merger Agreement . It is a condition to the Offer that the Merger Agreement Condition be satisfied. In connection with Dollar General's attempts to engage Family Dollar in negotiations regarding a definitive merger agreement, Dollar General made proposals on August 18, 2014 and September 2, 2014, including the proposed terms of such a definitive merger agreement.

While the Dollar General Merger Agreement must be in form and substance satisfactory to Dollar General, in its reasonable discretion, Dollar General expects that the terms of such a definitive merger agreement would be substantially identical to the Dollar Tree Merger Agreement in effect on July 27, 2014, except as follows:

- The superior price offered by Dollar General of $80.00 per Share in cash;
- The number of stores that Dollar General would be willing to agree to divest in order to satisfy the HSR Condition would be 1,500;
- Dollar General would agree to pay Family Dollar a $500 million "reverse break-up fee" if the Dollar General Merger Agreement is terminated due to a governmental entity of competent jurisdiction having issued an order permanently restraining, enjoining or otherwise prohibiting the consummation of the Proposed Merger under competition laws or due to the occurrence of the "End Date" at a time when all of the conditions to Dollar General's obligations to effect the closing have been satisfied other than the HSR Condition or the Illegality Condition as a result of competition laws and other than those conditions that by their nature may only be satisfied at the closing but subject to such other conditions being capable of being satisfied if the closing date were the date of termination of the Dollar General Merger Agreement;
- Family Dollar would be permitted to declare and pay one quarterly cash dividend in each quarterly period in an amount per share consistent with the amount for the last quarterly period of the fiscal year ending August 30, 2014 with record dates consistent with the record dates for such quarterly dividends in the fiscal year ending August 30, 2014 until our acceptance for payment of the Shares tendered;
- The "End Date" would be June 10, 2015, with an extension until September 10, 2015 if all the conditions to closing other than the HSR Condition have been satisfied or are capable of being satisfied, with an additional extension until September 29, 2015 if on September 8, 2015, the Marketing Period has commenced but not ended;
- The definition of "Marketing Period" would be revised to be the "Marketing Period" as defined in this Offer to Purchase;
- Such changes to convert the Dollar Tree Merger Agreement from a cash/stock merger agreement to an all cash merger agreement; and
- Such mechanical features and changes necessary to convert the transaction to a tender offer, including such changes required in order for the Proposed Merger to be effected pursuant to Section 251(h) of the DGCL.

Proposed Tender and Support Agreements. It is a condition to the Offer that the Support Agreements Condition be satisfied. While the tender and support agreements (the " **Tender and Support Agreements** ") must be in form and substance satisfactory to Dollar General, in its reasonable discretion, Dollar General expects that the terms of such definitive tender and support agreements would be substantially identical to the Dollar Tree Voting and Support Agreements as in effect on July 27, 2014 except for such mechanical features and changes necessary to convert such agreements to tender and support agreements for the Offer.

This section of the Offer to Purchase describes certain provisions of the Dollar Tree Merger Agreement that Dollar General expects would be revised in connection with Dollar General and the Purchaser entering into a definitive merger agreement with Family Dollar in order to consummate the Offer and the terms of the Tender and Support Agreements Dollar General would expect to enter into in connection with such a definitive merger agreement. No definitive merger agreement or Tender and Support Agreements have yet been negotiated by Dollar General, the Purchaser, Family Dollar and the relevant Family Dollar stockholders, as applicable, and these descriptions are qualified in their entirety by the terms of any such definitive merger agreement and/or Tender and Support Agreements that are ultimately negotiated.

12. Purpose of the Offer and the Proposed Merger; Plans for Family Dollar; Statutory Requirements; Approval of the Proposed Merger.

Purpose of the Offer and the Proposed Merger; Plans for Family Dollar . The purpose of the Offer is for Dollar General, through the Purchaser, to acquire control of, and the entire equity interest in, Family Dollar. The Offer, as the first step in the acquisition of Family Dollar, is intended to facilitate the acquisition of all issued and outstanding Shares. The purpose of the Proposed Merger is to acquire all of the outstanding Shares not tendered and purchased pursuant to the Offer. If the Minimum Tender Condition, the Merger Agreement Condition and the other conditions of the Offer are satisfied and the Offer is consummated, the Proposed Merger may be effected promptly following consummation of the Offer pursuant to Section 251(h) of the DGCL without the affirmative vote of the Family Dollar stockholders. See "—Statutory Requirements; Approval of the Proposed Merger" below.

If we acquire Shares pursuant to the Offer, depending upon the number of Shares so acquired and other factors relevant to our equity ownership in Family Dollar, we may, subsequent to consummation of the Offer, seek to acquire additional Shares through open market purchases, privately negotiated transactions, a tender or exchange offer or other transactions or a combination of the foregoing on such terms and at such prices as we shall determine, which may be different from the price paid in the Offer. We also reserve the right to dispose of Shares that we have acquired or may acquire.

If the Shares are not delisted prior to the Proposed Merger, we intend to cause the delisting of the Shares by the NYSE promptly following consummation of the Proposed Merger. We intend to seek to cause Family Dollar to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for deregistration are met. See "The Offer—Section 7—Possible Effects of the Offer on the Market for the Shares; Stock Exchange Listing; Registration Under the Exchange Act; Margin Regulations."

In connection with the Offer, Dollar General and the Purchaser have reviewed, and will continue to review, various possible business strategies that they might consider in the event that Dollar General acquires control of Family Dollar. Dollar General has also proposed that it would be willing to commit to divest up to 1,500 stores in order to satisfy the HSR Condition. In addition, if and to the extent that Dollar General acquires control of Family Dollar, Dollar General and the Purchaser intend to conduct a detailed review, subject to applicable law, of Family Dollar and its assets, corporate structure, capitalization, operations, properties, policies, management and personnel and consider and determine what, if any, changes would be desirable to achieve anticipated synergies in the combined company, in light of the circumstances which then exist.

If the Minimum Tender Condition is satisfied and we accept Shares for payment in the Offer, no dividends will be declared on the Shares following such acceptance.

Dollar General and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of Family Dollar by Dollar General and are prepared to begin such negotiations immediately.

Subject to applicable law, Dollar General and the Purchaser reserve the right to amend the Offer in any respect (including amending the offer price and the consideration to be offered in a merger, including the Proposed Merger). In addition, in the event that Dollar General enters into a merger agreement with Family Dollar and such merger agreement does not provide for a tender offer, Dollar General and the Purchaser reserve the right to terminate the Offer, in which case the Shares would, upon consummation of such merger, be converted into the consideration negotiated by Dollar General, the Purchaser and Family Dollar and specified in such merger agreement.

Except as described above or elsewhere in this Offer to Purchase (including the Proposed Merger), the Purchaser has no present plans or proposals that would relate to or result in an extraordinary corporate transaction involving Family Dollar or any of its subsidiaries (such as a merger, reorganization, liquidation, or sale or other transfer of a material amount of assets), any change in the Family Dollar Board or management, any material change in Family Dollar's indebtedness, capitalization or dividend rate or policy or any other material change in Family Dollar's corporate structure or business.

Statutory Requirements; Approval of the Proposed Merger . Section 251(h) of the DGCL provides that, following the consummation of a tender offer, approval by the stockholders of the target corporation will not be required to authorize the subsequent merger if certain requirements are met, including that: the merger agreement must expressly permit or require that the merger will be effected pursuant to Section 251(h); the purchaser must tender for all outstanding shares; following the consummation of the tender, the purchaser must own the requisite number of shares to approve a merger if a meeting of stockholders had to be called; the purchaser must merge with and into the target corporation pursuant to the merger agreement; and the outstanding shares of stock of the target corporation that are the subject of the Offer and not irrevocably accepted for payment in the Offer must be converted into the same amount and kind of consideration that was paid for shares of stock of the target corporation in the tender offer. The Merger Agreement Condition requires that any definitive merger agreement executed in respect of the Proposed Merger expressly state that the Proposed Merger is governed by Section 251(h). The Purchaser intends to effect the Proposed Merger without prior notice to, or any action by, any stockholder of Family Dollar promptly following the consummation of the Offer. Section 251(h) of the DGCL is relatively new, having become effective on August 1, 2013 and amended on August 1, 2014, and it may be subject to challenges or unexpected interpretations.

If the Section 203 Condition is not satisfied but we elect, in our sole discretion, to consummate the Offer, Section 203 could significantly delay our ability to acquire the entire equity interest in Family Dollar. In general, Section 203 prevents an "interested stockholder" (generally, a stockholder owning fifteen percent (15%) or more of a corporation's outstanding voting stock or an affiliate or associate thereof) from engaging in a "business combination" with a Delaware corporation, which would include the Proposed Merger, for a period of three years following the time at which such stockholder became an interested stockholder unless (i) prior to such time the corporation's board of directors approved either the business combination or the transaction which resulted in such stockholder becoming an interested stockholder, (ii) upon consummation of the transaction which resulted in such stockholder becoming an interested stockholder, the interested stockholder owned at least eighty-five percent (85%) of the corporation's voting stock outstanding at the time the transaction commenced (excluding shares owned by certain employee stock plans and persons who are directors and also officers of the corporation) or (iii) at or subsequent to such time the business combination is approved by the corporation's board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least sixty-six and two-thirds percent (66 $^{2}/_{3}$ %) of the outstanding voting stock not owned by the interested stockholder.

We reserve the right to waive the Section 203 Condition, although there can be no assurance that we will do so, and we have not determined whether we would be willing to do so under any circumstances. If we waive such condition and purchase Shares pursuant to the Offer or otherwise and Section 203 is applicable, we may nevertheless seek to consummate a merger or other business combination with Family Dollar. On the other hand, if we waive the Section 203 Condition and purchase Shares pursuant to the Offer or otherwise and are prevented by Section 203 from consummating a merger or other business combination with Family Dollar for any period of time, we may (i) determine not to seek to consummate such a merger or other business combination, (ii) seek to acquire additional Shares in the open market, pursuant to privately negotiated transactions or otherwise, at prices that may be higher, lower or the same as the price paid in the Offer or (iii) seek to effect one or more alternative transactions with or by Family Dollar. We have not determined whether we would take any of the actions described above under such circumstances.

The exact timing and details of any merger or other similar business combination involving Family Dollar will necessarily depend upon a variety of factors, including if and when Family Dollar enters into a definitive merger agreement with us and the number of Shares we acquire pursuant to the Offer, and if and when any necessary approvals or waiting periods under the laws of the U.S. applicable to the purchase of Shares pursuant to the Offer or the Proposed Merger expire or are terminated or obtained, as applicable. Although we currently intend to complete the Proposed Merger, it is possible that, as a result of substantial delays in our ability to effect such a transaction, actions Family Dollar may take in response to the Offer, information we obtain hereafter, changes in general economic or market conditions or in the business of Family Dollar or other currently unforeseen factors, such a transaction may not be so proposed, may be delayed or abandoned, or may be proposed on different terms. We reserve the right not to complete a merger or other similar business combination with Family Dollar or to propose such a transaction on terms other than those described above. Specifically, we reserve the right (i) to propose consideration in a merger or other similar business combination consisting of securities or a combination of cash and securities and (ii) to propose consideration in such a transaction having a value that is greater than or less than the amount referred to above.

The foregoing discussion is not a complete statement of the DGCL and is qualified in its entirety by reference to the DGCL.

13. Dividends and Distributions.

If, on or after the date of this Offer to Purchase, Family Dollar (i) splits, combines or otherwise changes the Shares or its capitalization, (ii) acquires Shares or otherwise causes a reduction in the number of Shares, (iii) issues, distributes to stockholders or sells additional Shares, or any shares of any other class of capital stock, other voting securities or any securities convertible into or exchangeable for, or rights, warrants or options, conditional or otherwise, to acquire, any of the foregoing, or (iv) discloses that it has taken such action, then, without prejudice to our rights under “The Offer—Section 14—Conditions of the Offer,” we may make such adjustments in the Offer Price and other terms of the Offer and the Proposed Merger as we deem appropriate to reflect such split, distribution, combination or other change, including the number or type of securities offered to be purchased.

If, on or after the date of this Offer to Purchase, Family Dollar declares or pays any cash dividend on the Shares or other distribution on the Shares (other than one quarterly cash dividend in each quarterly period in an amount per share consistent with the amount for the last quarterly period of the fiscal year ending August 30, 2014 with record dates consistent with the record dates for such quarterly dividends in the fiscal year ending August 30, 2014), including without limitation any distribution of shares of any class or any other securities or warrants or rights, or issues with respect to the Shares any additional Shares, shares of any other class of capital stock, payable or distributable to stockholders of record on a date prior to the transfer of the Shares purchased pursuant to the Offer to us or our nominee or transferee on Family Dollar’s stock transfer records, then, subject to the provisions of “The Offer—Section 14—Conditions of the Offer,” (i) the offer price may be reduced by the amount of any such cash dividends or cash distributions and (ii) the whole of any such non-cash dividend,

distribution or issuance to be received by the tendering stockholders will (a) be received and held by the tendering stockholders for our account and will be required to be promptly remitted and transferred by each tendering stockholder to the Depositary for our account, accompanied by appropriate documentation of transfer, or (b) at our direction, be exercised for our benefit, in which case the proceeds of such exercise will promptly be remitted to us. Pending such remittance and subject to applicable law, we will be entitled to all rights and privileges as owner of any such non-cash dividend, distribution, issuance or proceeds and may withhold the entire offer price or deduct from the offer price the amount or value thereof, as determined by us in our sole discretion.

In the event that we make any change in the offer price or other terms of the Offer, including the number or type of securities offered to be purchased, we will inform Family Dollar's stockholders of this development and extend the expiration date of the Offer, in each case to the extent required by applicable law.

14. Conditions of the Offer.

Notwithstanding any other provision of the Offer, we will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after termination or expiration of the Offer), pay for any Shares, and may terminate or amend the Offer, if before the Expiration Date any of the Minimum Tender Condition, the Termination Condition, the Merger Agreement Condition, the Support Agreements Condition, the Section 203 Condition, the Rights Condition, or the HSR Condition shall not have been satisfied, or if, at any time on or after the date of this Offer to Purchase and before the time of payment for such Shares (whether or not any Shares have theretofore been accepted for payment pursuant to the Offer), any of the following conditions exist:

(i) Any injunction by any court or other tribunal of competent jurisdiction shall have been entered and shall continue to be in effect and any law shall have been adopted or be effective, in each case that prohibits or makes illegal the consummation of the Offer or the Proposed Merger (the " **Illegality Condition** ");

(ii) Any representation or warranty of Family Dollar set forth in (i) Article III (other than in Sections 3.1 (first sentence only), 3.2, 3.3(a), 3.3(c)(ii), 3.10(b), 3.22, 3.23 and 3.24) of the Dollar Tree Merger Agreement shall not be true and correct both at and as of September 10, 2014 and at and as of the date of the Expiration Date as though made at and as of the Expiration Date, except where such failures to be so true and correct (without regard to "materiality," Material Adverse Effect and similar qualifiers contained in such representations and warranties) would not, individually or in the aggregate, have a Material Adverse Effect, (ii) Section 3.2(a) of the Dollar Tree Merger Agreement shall not be true and correct (without regard to "materiality," Material Adverse Effect and similar qualifiers contained in such representations and warranties) at and as of September 10, 2014 and at and as of the Expiration Date as though made at and as of the Expiration Date, except for any de minimis inaccuracies, (iii) Sections 3.1 (first sentence only), 3.2(b)-(d), 3.3(a), 3.3(c)(ii), 3.22, 3.23 and 3.24 of the Dollar Tree Merger Agreement shall not be true and correct (without regard to "materiality," Material Adverse Effect and similar qualifiers contained in such representations and warranties) in all material respects at and as of September 10, 2014 and at and as of the Expiration Date as though made at and as of the Expiration Date and (iv) Section 3.10(b) of the Dollar Tree Merger Agreement shall not be true and correct both at and as of September 10, 2014 and at and as of the Expiration Date as though made at and as of the Expiration Date; provided, however, that representations and warranties that are made as of a particular date or period shall be true and correct (in the manner set forth in clauses (i), (ii), (iii) and (iv), as applicable) only as of such date or period;

(iii) Family Dollar shall not have performed in all material respects all covenants required by the Dollar Tree Merger Agreement to be performed or complied with by it prior to the consummation of the Offer as though (i) Dollar General and the Purchaser were "Parent" and "Merger Sub" under the Dollar Tree Merger Agreement, (ii) the Expiration Date were the "Closing Date" under the Dollar Tree Merger Agreement and September 10, 2014 were the "date of this Agreement" under the Dollar Tree Merger Agreement and (iii) the Offer and the

Proposed Merger were the "Merger" and the "transactions contemplated hereby" under the Dollar Tree Merger Agreement and (iv) the Financing, Alternative Financing and the Debt Commitment Letter were the "Financing", "Alternative Financing" and the "Commitment Letter" under the Dollar Tree Merger Agreement;

(iv) Since September 10, 2014, there shall have been any fact, change, circumstance, event, occurrence, condition or development that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on Family Dollar;

(v) Family Dollar shall not have delivered to Dollar General a certificate, dated the date of the Expiration Date and signed by its Chief Executive Officer or another senior officer, certifying the effect that the conditions set forth in clauses (ii), (iii) and (iv) above have been satisfied;

(vi) The Marketing Period shall not have been completed; and

(vii) Dollar General or any of its affiliates has entered into a definitive agreement or announced an agreement in principle with Family Dollar providing for a merger or other similar business combination with Family Dollar or any of its subsidiaries or the purchase of securities or assets of Family Dollar or any of its subsidiaries pursuant to which it is agreed that the Offer will be terminated, or reached any other agreement or understanding pursuant to which it is agreed that the Offer will be terminated.

For the purposes of this Offer, the following terms shall have the respective meanings assigned to them below:

(a) " **Marketing Period** " means the first period of (i) in the case such period occurs during the November Window or the January Window, nineteen (19) consecutive business days, (ii) in the case such period commences on September 8, 2015, fifteen (15) consecutive business days and (iii) otherwise, twenty (20) consecutive business days, in each case, throughout which (x) Dollar General shall have received from Family Dollar (and its financing sources shall have access to) all of the Required Information and during which period such information shall be accurate and complete, shall not be "stale" and shall comport with the Offering Requirements and (y) the HSR Condition and Illegality Condition shall have been satisfied and nothing has occurred and no condition exists that would cause any of the conditions set forth in clauses (ii), (iii) and (iv) of conditions of the Offer to fail to be satisfied, assuming the Expiration Date occurred during such fifteen, nineteen or twenty consecutive business day period, as applicable; provided, however, that the Marketing Period shall end on any earlier date that is the date on which (A) the full amount of the Financing has been funded into escrow and the conditions to releasing such Financing from escrow on the Expiration Date are no more onerous than the Financing Conditions or (B) the full proceeds to be provided to Dollar General by the Financing or any alternative financing obtained in lieu of the Financing meeting the requirements of Section 5.12(c) of the Dollar Tree Merger Agreement (as though the Financing, and the Debt Commitment Letter were the "Financing", and the "Commitment Letter" under the Dollar Tree Merger Agreement, and such alternative financing, the " **Alternative Financing** ") are made available to Dollar General to complete the Offering and the Proposed Merger; and provided, further that such fifteen, nineteen or twenty consecutive business day period, as applicable, shall (1) in the case such period commences prior to the funding into escrow of the proceeds of one or more underwritten offerings of debt securities of Dollar General contemplated by the Debt Commitment Letter the gross proceeds of which are $3,250 million (an " **Escrow Funding** ") (i) either end prior to November 1, 2014 or commence on or after November 21, 2014, (iii) either end prior to December 20, 2014 (the period commencing on November 21, 2014 and ending on December 19, 2014, the " **November Window** ") or commence on or after January 5, 2015, (iv) either end prior to January 31, 2015 (the period commencing on January 5, 2015 and ending on January 30, 2015, the " **January Window** ") or commence on or after February 25, 2015, (v) either end prior to May 2, 2015 or commence on or after May 21, 2015, and (vi) either end prior to August 21, 2015 or commence on September 8, 2015 and (2) in the case such period commences on or after the consummation of an Escrow Funding, (i) either end prior to December 2014 or commence on or after January 5, 2015, (3) exclude November 28, 2014 and July 3, 2015 which dates for purposes of such calculation shall not

constitute business days, and (4) be deemed not to have ended unless, on or prior to the Expiration Date, Family Dollar has delivered to Dollar General and the entities that have committed to provide or arrange or otherwise have entered into agreements in connection with all or any part of the Financing or any Alternative Financing in connection with the transactions contemplated hereby, including the parties to any joinder agreements, indentures or credit agreements entered pursuant thereto or relating thereto, together with their respective affiliates, and their respective affiliates' officers, directors, employees, agents and representatives and their respective successors and assigns the financial information relating to Family Dollar described in paragraph 6 of Exhibit E to the Debt Commitment Letter. In the event the Marketing Period ends on September 28, 2015, the closing of the Proposed Merger shall be required to occur on the first business day following the last day of the Marketing Period.

(b) " **Material Adverse Effect** " means, with respect to Family Dollar, any fact, change, circumstance, event, occurrence, condition, development or combination of the foregoing which (i) has, or would reasonably be expected to have, a material adverse effect on the business, properties, assets, liabilities, results of operations or financial condition of Family Dollar and its subsidiaries taken as a whole or (ii) prevents or materially impairs the ability of Family Dollar to timely consummate the transactions contemplated hereby; provided, however, that, with respect to each of clause (i) and (ii), Material Adverse Effect shall not be deemed to include the impact of (A) changes in GAAP or any official interpretation or enforcement thereof, (B) changes in laws of general applicability to companies in the industries in which Family Dollar and its subsidiaries operate or any official interpretation or enforcement thereof by governmental entities, (C) changes in global, national or regional political conditions (including the outbreak or escalation of war, military actions, or acts of terrorism) or in economic or market conditions affecting other companies in the industries in which Family Dollar and its subsidiaries operate, (D) changes in weather or climate, including any snowstorm, hurricane, flood, tornado, earthquake, natural disaster or other act of nature, (E) the announcement or pendency of the Offer or the Dollar Tree Merger Agreement (or compliance with Section 5.6, Section 5.12, Section 5.13 or Section 5.14 (or, other than when used in Section 3.3(b) and Section 3.3(c), Article I and Article II) of the Dollar Tree Merger Agreement) (including, for the avoidance of doubt, any reaction to such announcement or pendency from employees, suppliers, customers, distributors or other persons with business relationships with such party or any of its subsidiaries), (F) a decline in the trading price or trading volume of Shares, or the failure, in and of itself, to meet any projections, guidance, budgets, forecasts or estimates, but not, in any case, including the underlying causes thereof, (G) any stockholder or derivative litigation arising from allegations of a breach of fiduciary duty or other violation of applicable law relating to the Offer, the Dollar Tree Merger Agreement or the transactions contemplated hereby or thereby, (H) any action taken or omitted to be taken by Family Dollar or any of its subsidiaries at the written request of Dollar General or (I) with respect to clause (ii) only, the authorizations, consents, orders, licenses, permits, approvals, registrations, declarations, notices and filings described in clauses (i) – (viii) of Section 3.3(b) of the Dollar Tree Merger Agreement (except to the extent the matter preventing or materially impairing the ability of Family Dollar to timely consummate the transactions contemplated hereby constitutes or results from a breach of the Dollar Tree Merger Agreement by Family Dollar); except, with respect to clauses (A), (B), (C) or (D), to the extent that such impact is disproportionately adverse to the business, properties, assets, liabilities, results of operations or financial condition of Family Dollar and its subsidiaries, taken as a whole, as compared to other companies in the industry in which Family Dollar and its subsidiaries operate.

(c) " **Required Information** " means (i) such customary financial statements, schedules or other financial data or information relating to Family Dollar and its subsidiaries (other than any pro forma financial information) reasonably requested by Dollar General or its representatives as may be necessary, proper or advisable to consummate the Financing or the Alternative Financing, including financial statements, financial data and other information (x) if Dollar General has elected to undertake a registered public offering, of the type required by Regulation S-X and Regulation S-K promulgated under the Securities Act for a registered public offering by Dollar General or (y) if Dollar General has elected to undertake a Rule 144A offering, customary for Rule 144A offerings by first time issuers in order to consummate the offering(s) of debt securities contemplated by the Debt Commitment Letter, in each case, meeting the respective requirements of the condition set forth in paragraph 8 of Exhibit E to the Debt Commitment Letter (the applicable " **Offering Requirements** "), or as otherwise necessary,

proper or advisable in connection with the Financing or Alternative Financing or as otherwise necessary in order to assist in receiving customary "comfort" (including "negative assurance" comfort) from independent accountants in connection with the offering(s) of debt securities contemplated by the Debt Commitment Letter, in each case in advance of the Marketing Period and (ii) to the extent required to satisfy the Offering Requirements, a draft of the comfort letter described in clause (i) that Family Dollar's independent accountants would be prepared to deliver upon completion of customary procedures in connection with the Financing.

The foregoing conditions are for the sole benefit of Dollar General, the Purchaser and their affiliates and may be asserted by us in our discretion regardless of the circumstances giving rise to any such conditions or may be waived by us in our discretion in whole or in part at any time or from time to time before the Expiration Date. We expressly reserve the right to waive any of the conditions to the Offer and to make any change in the terms of or conditions to the Offer. Our failure at any time to exercise our rights under any of the foregoing conditions shall not be deemed a waiver of any such right. The waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances. Each such right shall be deemed an ongoing right which may be asserted at any time or from time to time.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

15. Certain Legal Matters; Regulatory Approvals; Appraisal Rights.

General . Based on our examination of publicly available information filed by Family Dollar with the SEC and other publicly available information concerning Family Dollar, we are not aware of any governmental license or regulatory permit that appears to be material to Family Dollar's business that might be adversely affected by our acquisition of Shares pursuant to the Offer or, except as set forth below, of any approval or other action by any government or governmental administrative or regulatory authority or agency, domestic or foreign, that would be required for our acquisition or ownership of Shares pursuant to the Offer. Should any such approval or other action be required or desirable, we currently contemplate that, except as described below under "Other State Takeover Statutes," such approval or other action will be sought. Except as described below under "Antitrust," there is, however, no current intent to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter. There can be no assurance that any such approval or other action, if needed, would be obtained (with or without substantial conditions), or that, if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to Family Dollar's business or certain parts of Family Dollar's business might not have to be disposed of, any one of which could cause us to elect to terminate the Offer without the purchase of Shares thereunder. Our obligation under the Offer to accept for payment and pay for Shares is subject to the conditions set forth in "The Offer—Section 14—Conditions of the Offer."

Delaware Business Combination Statute . Family Dollar is subject to the provisions of Section 203, which imposes certain restrictions on business combinations involving Family Dollar. For a discussion of the provisions of Section 203, see "The Offer—Section 12—Purpose of the Offer and the Proposed Merger; Plans for Family Dollar; Statutory Requirements; Approval of the Proposed Merger."

Other State Takeover Statutes . A number of states have adopted laws which purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or which have substantial assets, stockholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, such states. Family Dollar, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws. Except as described herein, we do not know whether any of these laws will, by their terms, apply to the Offer or the Proposed Merger other business combination between us or any of our affiliates and Family Dollar, and we have not made efforts to comply with any such laws. To the extent that certain provisions of these laws purport to apply to the Offer or

the Proposed Merger or other business combination, we believe that there are reasonable bases for contesting such laws.

In 1982, in *Edgar v. MITE Corp.* , the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987 in *CTS Corp. v. Dynamics Corp. of America* , the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquiror from obtaining voting rights in shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated, and has a substantial number of stockholders, in the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.* , a U.S. federal district court in Oklahoma ruled that the Oklahoma statutes were unconstitutional as applied to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds* , a U.S. federal district court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit. In December 1988, a U.S. federal district court in Florida held in *Grand Metropolitan PLC v. Butterworth* that the provisions of the Florida Affiliated Transactions Act and the Florida Control Share Acquisition Act were unconstitutional as applied to corporations incorporated outside of Florida.

If any government official or third party seeks to apply any state takeover law to the Offer or any merger or other business combination between us or any of our affiliates and Family Dollar, we will take such action as then appears desirable, which action may include challenging the applicability or validity of such statute in appropriate court proceedings. If it is asserted that one or more state takeover statutes are applicable to the Offer or any such merger or other business combination and an appropriate court does not determine that they are inapplicable or invalid as applied to the Offer or any such merger or other business combination, we might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and we may be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or any such merger or other business combination. In such case, we may not be obligated to accept for payment or pay for any tendered Shares. See “The Offer—Section 14—Conditions of the Offer.”

Antitrust . Under the HSR Act and the rules that have been promulgated thereunder by the Federal Trade Commission (the “ **FTC** ”), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the “ **Antitrust Division** ”) and the FTC and certain waiting period requirements have been satisfied. The purchase of Shares pursuant to the Offer is subject to such requirements.

Pursuant to the requirements of the HSR Act, we plan to file a Notification and Report Form with respect to the Offer with the Antitrust Division and the FTC on the date hereof. Dollar General has determined that it will file for the waiting periods applicable to a one-step merger transaction rather than the shorter waiting periods applicable to cash tender offers. Accordingly, the waiting period applicable to the purchase of Shares pursuant to the Offer will expire at 11:59 p.m., New York City time, thirty (30) days following such filing, unless such 30th day is a Saturday, Sunday or other legal public holiday, in which case the waiting period will expire at 11:59 p.m., New York City time, on the next regular business day. However, before such time, the Antitrust Division or the FTC may extend the waiting period by requesting additional information or documentary material relevant to the Offer from us. If such a request is made, the waiting period will be extended until 11:59 p.m., New York City time, thirty (30) days after our substantial compliance with such request. Thereafter, such waiting period can be extended or the Offer enjoined only by court order.

Shares will not be accepted for payment or paid for pursuant to the Offer until the expiration or earlier termination of the applicable waiting periods under the HSR Act. See “The Offer—Section 14—Conditions of the Offer.” Subject to certain circumstances described in “The Offer—Section 14—Conditions of the Offer,” any

extension of the waiting period will not give rise to any withdrawal rights not otherwise provided for by applicable law. If our acquisition of Shares is delayed pursuant to a request by the Antitrust Division or the FTC for additional information or documentary material pursuant to the HSR Act, or by any other antitrust regulator, the Offer may, but need not, be extended.

At any time before or after the consummation of any such transactions, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or seeking divestiture of the Shares so acquired or divestiture of our or Family Dollar's substantial assets. Private parties and individual states may also bring legal action under the antitrust laws. There can be no assurance that a challenge to the Offer on antitrust grounds will not be made, or if such a challenge is made, what the result will be. See "The Offer—Section 14—Conditions of the Offer" for certain conditions to the Offer, including conditions with respect to certain governmental actions. Shares will not be accepted for payment or paid for pursuant to the Offer if, before or after the expiration of the applicable waiting period under the HSR Act, the Antitrust Division, the FTC, a state, or a private party has commenced or threatens to commence an action or proceeding against the Offer or Proposed Merger as a result of which any of the conditions described in "The Offer—Section 14—Conditions of the Offer" would not be satisfied.

If the Antitrust Division, the FTC, a state or a private party raises antitrust concerns in connection with the Offer, Dollar General and the Purchaser, at their discretion, may engage in negotiations with the relevant governmental agency or party concerning possible means of addressing these issues and may delay consummation of the Offer or the Proposed Merger while such discussions are ongoing.

Appraisal Rights . You do not have appraisal rights as a result of the Offer. However, if the Proposed Merger is consummated, stockholders of Family Dollar who do not tender their Shares in the Offer, continue to hold Shares at the time of consummation of the Proposed Merger, neither vote in favor of the Proposed Merger nor consent thereto in writing and who otherwise comply with the applicable statutory procedures under Section 262 of the DGCL will be entitled to receive a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of such merger) and to receive payment of such fair value in cash, together with a fair rate of interest, if any (all such Shares, collectively, the " **Dissenting Shares** "). Since appraisal rights are not available in connection with the Offer, no demand for appraisal under Section 262 of the DGCL may be made at this time. Any such judicial determination of the fair value of the Dissenting Shares could be based upon considerations other than or in addition to the price paid in the Offer and the market value of the Shares. Stockholders should recognize that the value so determined could be higher or lower than, or the same as, the price per Share paid pursuant to the Offer or the consideration paid in the Proposed Merger. Moreover, we may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Dissenting Shares is less than the price paid in the Offer.

If any holder of Shares who demands appraisal under Section 262 of the DGCL fails to perfect, or effectively withdraws or loses, its, his or her rights to appraisal as provided in the DGCL, the Shares of such stockholder will be converted into the right to receive the price per Share paid in the Proposed Merger. A stockholder may withdraw its, his or her demand for appraisal by delivering to us a written withdrawal of such demand for appraisal and acceptance of the Proposed Merger.

Failure to follow the steps required by Section 262 of the DGCL for perfecting appraisal rights may result in the loss of such rights. We recommend that any Family Dollar stockholders wishing to pursue appraisal rights with respect to the Proposed Merger consult their legal advisors.

Any merger or other similar business combination with Family Dollar would also have to comply with any applicable U.S. federal law. In particular, unless the Shares were deregistered under the Exchange Act prior to such transaction, if such merger or other business combination were consummated more than one year after termination of the Offer or did not provide for stockholders to receive cash for their Shares in an amount at least

equal to the Offer Price, we may be required to comply with Rule 13e-3 under the Exchange Act. If applicable, Rule 13e-3 would require, among other things, that certain financial information concerning Family Dollar and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such a transaction be filed with the SEC and distributed to such stockholders prior to consummation of the transaction.

16. Legal Proceedings.

We are not aware of any legal proceedings relating to this Offer to Purchase.

17. Fees and Expenses.

Goldman, Sachs & Co. is acting as our financial advisor and as Dealer Manager in connection with the Offer and will receive customary fees in connection with this engagement. We have agreed to reimburse the Dealer Manager for reasonable out-of-pocket expenses incurred in connection with the Offer and to indemnify the Dealer Manager against certain liabilities, including certain liabilities under the U.S. federal securities laws.

We have retained Innisfree M&A Incorporated to act as the Information Agent and Continental Stock Transfer & Trust Company to act as the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telegraph and personal interviews and may request brokers, dealers, banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners. The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services, will be reimbursed for certain reasonable out-of-pocket expenses, and will be indemnified against certain liabilities in connection therewith, including certain liabilities under the U.S. federal securities laws.

We will not pay any fees or commissions to any broker or dealer or any other person (other than the Dealer Manager, the Information Agent and the Depositary) for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, banks, trust companies and other nominees will, upon request, be reimbursed by us for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers.

18. Miscellaneous.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, we may, in our sole discretion, take such action as we may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of Dollar General or the Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.

We have filed with the SEC a Tender Offer Statement on Schedule TO, together with exhibits, pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the offices of the SEC in the manner described in “The Offer—Section 9—Certain Information Concerning Dollar General and the Purchaser” of this Offer to Purchase.

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF DOLLAR GENERAL CORPORATION AND THE PURCHASER

Directors and Executive Officers of Dollar General

The name, present principal occupation or employment, and material occupations, positions, offices or employment for the past five (5) years of each director and executive officer of Dollar General are set forth below. The business address of each director and officer is care of Dollar General, 100 Mission Ridge, Goodlettsville, TN 37072. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with Dollar General. None of the directors and officers of Dollar General listed below has, during the past five (5) years, (a) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws or a finding of any violation of U.S. federal or state securities laws. All directors and officers listed are citizens of the United States.

Board of Directors

Name	Present Principal Occupation or Employment and Five-Year Employment History
Richard W. Dreiling	Chief Executive Officer and Chairman of the Board. Mr. Dreiling joined Dollar General in January 2008 as Chief Executive Officer and a member of our Board. He was appointed Chairman of the Board on December 2, 2008. Prior to joining Dollar General, Mr. Dreiling served as Chief Executive Officer, President and a director of Duane Reade Holdings, Inc. and Duane Reade Inc., the largest drugstore chain in New York City, from November 2005 until January 2008 and as Chairman of the Board of Duane Reade from March 2007 until January 2008. Prior to that, Mr. Dreiling, beginning in March 2005, served as Executive Vice President—Chief Operating Officer of Longs Drug Stores Corporation, a retail drugstore chain on the West Coast and in Hawaii, after having joined Longs in July 2003 as Executive Vice President and Chief Operations Officer. From 2000 to 2003, Mr. Dreiling served as Executive Vice President—Marketing, Manufacturing and Distribution at Safeway Inc., a food and drug retailer. Prior to that, Mr. Dreiling served from 1998 to 2000 as President of Vons, a Southern California food and drug division of Safeway. He currently serves as the Chairman of the Retail Industry Leaders Association (RILA). Mr. Dreiling is a director of Lowe's Companies, Inc.
Warren F. Bryant	Director. Mr. Bryant served as the President and Chief Executive Officer of Longs Drug Stores Corporation, a retail drugstore chain on the West Coast and in Hawaii, from 2002 through 2008 and as its Chairman of the Board from 2003 through his retirement in 2008. Prior to joining Longs Drug Stores, he served as a Senior Vice President of The Kroger Co., a retail grocery chain, from 1999 to 2002. Mr. Bryant is a director of Office Depot, Inc. and Loblaw Companies Limited of Canada and a former director of George Weston LTD of Canada.
Michael M. Calbert	Director. Mr. Calbert joined KKR & Co. L.P. ("KKR") in January 2000 and was directly involved with several KKR portfolio companies until his retirement in January 2014. Mr. Calbert led the Retail industry team within KKR's Private Equity platform prior to his retirement and now serves as a consultant to KKR. Mr. Calbert joined Randall's Food Markets beginning in 1994 and served as the Chief Financial Officer from 1997 until it was sold in September 1999. Mr. Calbert also previously

Name	Present Principal Occupation or Employment and Five-Year Employment History
	worked as a certified public accountant and consultant with Arthur Andersen Worldwide from 1985 to 1994, where his primary focus was the retail and consumer industry. He served as our Chairman of the Board until December 2008. Mr. Calbert is a director of Toys "R" Us, Inc., US Foods, Inc., Pets at Home Ltd., and Academy, Ltd.
Sandra B. Cochran	Director. Ms. Cochran has served as a director and as President and Chief Executive Officer of Cracker Barrel Old Country Store, Inc. since September 2011. She joined Cracker Barrel in April 2009 as Executive Vice President and Chief Financial Officer, and was named President and Chief Operating Officer in November 2010. She was previously Chief Executive Officer at book retailer Books-A-Million, Inc. from February 2004 to April 2009. She also served as that company's President (August 1999—February 2004), Chief Financial Officer (September 1993—August 1999) and Vice President of Finance (August 1992—September 1993). Ms. Cochran has over 20 years of experience in the retail industry. She served as a director of Books-A-Million from 2006 to 2009.
Patricia D. Fili-Krushel	Director. Ms. Fili-Krushel has served as Chairman of NBCUniversal News Group, a division of NBCUniversal Media, LLC, composed of NBC News, CNBC, MSNBC and the Weather Channel, since July 2012. She previously served as Executive Vice President of NBCUniversal (January 2011—July 2012) with a broad portfolio of functions reporting to her, including operations and technical services, business strategy, human resources and legal. Prior to NBCUniversal, Ms. Fili-Krushel was Executive Vice President of Administration at Time Warner Inc. (July 2001—December 2010). Before joining Time Warner in July 2001, Ms. Fili-Krushel had been Chief Executive Officer of WebMD Health Corp. since April 2000. From July 1998 to April 2000, Ms. Fili-Krushel was President of the ABC Television Network, and from 1993 to 1998 she served as President of ABC Daytime. Before joining ABC, she had been with Lifetime Television since 1988. Prior to Lifetime, Ms. Fili-Krushel held several positions with Home Box Office. Before joining HBO, Ms. Fili-Krushel worked for ABC Sports in various positions.
Paula A. Price	Director. Ms. Price has been Senior Lecturer at Harvard Business School in the Accounting and Management Unit since July 2014. She was Executive Vice President and Chief Financial Officer of Ahold USA from May 2009 until January 2014. Before joining Ahold, she was the Senior Vice President, Controller and Chief Accounting Officer at CVS Caremark Corp. from July 2006 until August 2008. Earlier in her career, Ms. Price served as the Chief Financial Officer for the Institutional Trust Services division of JPMorgan Chase (from August 2002 until September 2005), and held several other senior management positions in the U.S. and the U.K. in the financial services and consumer packaged goods industries. A certified public accountant, she began her career at Arthur Andersen & Co. Ms. Price has also served as a director of Accenture since May 2014 and Western Digital Corporation since July 2014 and served as a director of Charming Shoppes, Inc. from March 2011 until it was sold in June 2012.
William C. Rhodes III	Director. Mr. Rhodes was elected Chairman of AutoZone, Inc., a specialty retailer and distributor of automotive replacement parts and accessories, in June 2007. He has served as President and Chief Executive Officer and as a director of AutoZone since 2005. Prior to his appointment as President and Chief Executive Officer, Mr. Rhodes was Executive Vice President—Store Operations and Commercial. Prior to 2004, he

Name	Present Principal Occupation or Employment and Five-Year Employment History
	had been Senior Vice President—Supply Chain and Information Technology since 2002, and prior thereto had been Senior Vice President—Supply Chain since 2001. Prior to that time, he served in various capacities with AutoZone, including Vice President—Stores in 2000, Senior Vice President—Finance and Vice President—Finance in 1999, and Vice President—Operations Analysis and Support from 1997 to 1999. Prior to 1994, Mr. Rhodes was a manager with Ernst & Young, LLP.
David B. Rickard	Director. Mr. Rickard served as the Executive Vice President, Chief Financial Officer and Chief Administrative Officer of CVS Caremark Corp., a retail pharmacy chain and provider of healthcare services and pharmacy benefits management, from September 1999 until his retirement in December 2009. Prior to joining CVS Caremark, Mr. Rickard was the Senior Vice President and Chief Financial Officer of RJR Nabisco Holdings Corporation from March 1997 to August 1999. Previously, he was Executive Vice President of International Distillers and Vintners Americas. Mr. Rickard is a director of Harris Corporation and Jones Lang LaSalle Incorporated.

Executive Officers

Name	Present Principal Occupation or Employment and Five-Year Employment History
Richard W. Dreiling	See “Board of Directors” above.
Todd J. Vasos	Chief Operating Officer. Mr. Vasos joined Dollar General in December 2008 as Executive Vice President, Division President and Chief Merchandising Officer. He was promoted to Chief Operating Officer in November 2013. Prior to joining Dollar General, Mr. Vasos served in executive positions with Longs Drug Stores Corporation for 7 years, including Executive Vice President and Chief Operating Officer (February 2008 through November 2008) and Senior Vice President and Chief Merchandising Officer (2001—2008). He also previously served in leadership positions at Phar-Mor Food and Drug Inc. and Eckerd Corporation.
David M. Tehle	Executive Vice President and Chief Financial Officer. Mr. Tehle joined Dollar General in June 2004 as Executive Vice President and Chief Financial Officer. He served from 1997 to June 2004 as Executive Vice President and Chief Financial Officer of Haggar Corporation, a manufacturing, marketing and retail corporation. From 1996 to 1997, he was Vice President of Finance for a division of The Stanley Works, one of the world’s largest manufacturers of tools, and from 1993 to 1996, he was Vice President and Chief Financial Officer of Hat Brands, Inc., a hat manufacturer. Earlier in his career, Mr. Tehle served in a variety of financial-related roles at Ryder System, Inc. and Texas Instruments Incorporated. Mr. Tehle is a director of Jack in the Box Inc.
David D’Arezzo	Executive Vice President and Chief Merchandising Officer. Mr. D’Arezzo joined Dollar General in November 2013 as Executive Vice President and Chief Merchandising Officer. Prior to Dollar General, from May 2008 until August 2013, Mr. D’Arezzo served as Executive Vice President and Chief Operating Officer of Grocers Supply Co., Inc., the largest independent wholesaler in the southern United States. From 2006 to 2008, he served as Senior Vice President and Chief Marketing Officer of Duane Reade, Inc., the largest drugstore chain in New York City, and as its Interim Chief Executive Officer for four months in 2008. Prior to Duane Reade, he

Name	Present Principal Occupation or Employment and Five-Year Employment History
	served as Chief Operating Officer of Raley's Family of Stores, Northern California's premier supermarket operating 120 stores in three western states, from 2003 to 2005. From 2002 to 2003, he served as Executive Vice President of Merchandising and Replenishment at Office Depot, Inc., a global supplier of office products and services. From 1994 to 2002, Mr. D'Arezzo held various positions at Wegmans Food Market, a supermarket operator, including Senior Vice President of Merchandising (1998—2002), Division Manager (1997) and Group Manager (1994—1996). He worked as Vice President of Sales at DNA Plant Technology, a biotechnology start-up company, in 1994. He also held various positions at PepsiCo, Inc. from 1989 to 1993, including Business Development Manager, Area Marketing Manager, Brand Manager—Diet Pepsi and New Products Assistant Marketing Manager.
John W. Flanigan	Executive Vice President, Global Supply Chain. Mr. Flanigan joined Dollar General as Senior Vice President, Global Supply Chain in May 2008. He was promoted to Executive Vice President in March 2010. Prior to joining Dollar General, he was Group Vice President of Logistics and Distribution for Longs Drug Stores Corporation, an operator of a chain of retail drug stores on the West Coast and Hawaii, from October 2005 to April 2008. From September 2001 to October 2005, he served as the Vice President of Logistics for Safeway Inc., a food and drug retailer, where he oversaw distribution of food products from Safeway distribution centers to all retail outlets, inbound traffic and transportation. He also has held distribution and logistics leadership positions at Vons—a Safeway company, Specialized Distribution Management Inc., and Crum & Crum Logistics.
Robert D. Ravener	Executive Vice President and Chief People Officer. Mr. Ravener joined Dollar General as Senior Vice President and Chief People Officer in August 2008. He was promoted to Executive Vice President in March 2010. Prior to joining Dollar General, he served in human resources executive roles with Starbucks Corporation, a roaster, marketer and retailer of specialty coffee, from September 2005 until August 2008 as the Senior Vice President of U.S. Partner Resources and, prior to that, as the Vice President, Partner Resources—Eastern Division. Prior to serving at Starbucks, Mr. Ravener held Vice President of Human Resources roles for The Home Depot Inc., a home improvement retailer, at its Store Support Center and a domestic field division from April 2003 to September 2005. Mr. Ravener also served in executive roles in both human resources and operations at Footstar, Inc. and roles of increasing leadership at PepsiCo, Inc.
Gregory A. Sparks	Executive Vice President, Store Operations. Mr. Sparks joined Dollar General in March 2012 as Executive Vice President of Store Operations. Prior to joining Dollar General, Mr. Sparks served as Division President, Seattle Division, for Safeway Inc., a food and drug retailer, a role he had held since 2001. As Division President of the Seattle Division, Mr. Sparks was responsible for the supervision of approximately 200 stores and approximately 23,000 employees in the northwest region and oversaw real estate, finance and operations of the Seattle Division. Mr. Sparks has 37 years of retail experience including a 34-year career with Safeway where he held roles of increasing responsibility including merchandising manager (1987), category manager (1987—1990), divisional director of merchandising, grocery and general merchandise (1990—1997) and divisional vice president of marketing (1997—2001).

Name	Present Principal Occupation or Employment and Five-Year Employment History
Anita C. Elliott	Senior Vice President and Controller. Ms. Elliott joined Dollar General as Senior Vice President and Controller in August 2005. Prior to joining Dollar General, she served as Vice President and Controller of Big Lots, Inc., a closeout retailer, from May 2001 to August 2005. Prior to serving at Big Lots, she served as Vice President and Controller for Jitney-Jungle Stores of America, Inc., a grocery retailer, from April 1998 to March 2001. Prior to serving at Jitney-Jungle, she practiced public accounting for 12 years, 6 of which were with Ernst & Young LLP.
Rhonda M. Taylor	Senior Vice President and General Counsel. Ms. Taylor joined Dollar General as an Employment Attorney in March 2000 and was promoted to Senior Employment Attorney in 2001. She was promoted to Deputy General Counsel in 2004 and then moved into the role of Vice President and Assistant General Counsel in March 2010. She has served as Senior Vice President and General Counsel since June 2013. Prior to joining Dollar General, she practiced law with Ogletree, Deakins, Nash, Smoak & Stewart, P.C., where her practice was focused on labor law and employment litigation. She has also held attorney positions with Ford & Harrison LLP and Stokes & Bartholomew.

Directors and Executive Officers of the Purchaser

The name, present principal occupation or employment, and material occupations, positions, offices or employment for the past five (5) years of each director and executive officer of D3 Merger Sub, Inc. are set forth below. The business address of each director and officer is care of Dollar General, 100 Mission Ridge, Goodlettsville, TN 37072. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with Dollar General. None of the directors and officers of D3 Merger Sub, Inc. listed below has, during the past five (5) years, (a) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws or a finding of any violation of U.S. federal or state securities laws. All directors and officers listed are citizens of the United States.

Board of Directors

Name	Present Principal Occupation or Employment and Five-Year Employment History
Richard W. Dreiling	See "Schedule I—Directors And Executive Officers Of Dollar General Corporation and the Purchaser—Directors and Executive Officers of Dollar General—Richard W. Dreiling."
David M. Tehle	See "Schedule I—Directors And Executive Officers Of Dollar General Corporation and the Purchaser—Directors and Executive Officers of Dollar General—David M. Tehle."
Rhonda M. Taylor	See "Schedule I—Directors And Executive Officers Of Dollar General Corporation and the Purchaser—Directors and Executive Officers of Dollar General—Rhonda M. Taylor."

Executive Officers

Name	Present Principal Occupation or Employment and Five-Year Employment History
Richard W. Dreiling	See "Schedule I—Directors And Executive Officers Of Dollar General Corporation and the Purchaser—Directors and Executive Officers of Dollar General—Richard W. Dreiling."
David M. Tehle	See "Schedule I—Directors And Executive Officers Of Dollar General Corporation and the Purchaser—Directors and Executive Officers of Dollar General—David M. Tehle."
Rhonda M. Taylor	See "Schedule I—Directors And Executive Officers Of Dollar General Corporation and the Purchaser—Directors and Executive Officers of Dollar General—Rhonda M. Taylor."

Table of Contents

The Depositary for the Offer is:

Continental Stock Transfer & Trust Company

By Registered or Certified Mail, Hand or Overnight Courier:

Continental Stock Transfer & Trust Company
17 Battery Place, 8 th Floor
New York, NY 10004
Attention: Corporate Actions Department

Questions or requests for assistance may be directed to the Information Agent and the Dealer Manager at their telephone numbers and/or addresses. Requests for copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and all other related materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies, and copies will be furnished promptly at the Purchaser's expense. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Innisfree
M&A Incorporated

501 Madison Avenue, 20 th Floor
New York, NY 10022
Shareholders may call toll free: (877) 750-5837
Banks and Brokers may call collect: (212) 750-5833

The Dealer-Manager for the Offer is:

Goldman, Sachs & Co.
200 West Street, 7 th Floor
New York, New York 10282-2198
Call Toll-Free: (800) 323-5678

LETTER OF TRANSMITTAL

To Tender Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of

FAMILY DOLLAR STORES, INC.

Pursuant to the Offer to Purchase
dated September 10, 2014
of

D3 MERGER SUB, INC.

A Wholly Owned Subsidiary of
DOLLAR GENERAL CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 5:00 P.M.,
NEW YORK CITY TIME, ON OCTOBER 8, 2014, UNLESS THE OFFER IS EXTENDED.

The undersigned represents that I (we) have full authority to surrender without restriction the certificate(s) for exchange. You are hereby authorized and instructed to prepare in the name of and deliver to the address indicated below (unless otherwise instructed in the boxes on the following page) a check representing a cash payment for shares tendered pursuant to this Letter of Transmittal. Such cash payment shall equal $ 80.00 *per share of common stock (and associated preferred share purchase rights) tendered.*

Mail or deliver this Letter of Transmittal, or a facsimile, together with the certificate(s) representing your shares, to the Depositary for this Offer:

By Registered or Certified Mail, Hand or Overnight Courier:

Continental Stock Transfer & Trust Company
17 Battery Place, 8 th Floor
New York, NY 10004
Attention: Corporate Actions Department

ALL QUESTIONS REGARDING THE OFFER SHOULD BE DIRECTED TO THE INFORMATION AGENT, INNISFREE M&A INCORPORATED, OR TO THE DEALER MANAGER, GOLDMAN, SACHS & CO., AT THEIR RESPECTIVE ADDRESSES AND TELEPHONE NUMBERS AS SET FORTH ON THE BACK COVER PAGE OF THE OFFER TO PURCHASE.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE FOR THE DEPOSITARY WILL NOT CONSTITUTE A VALID DELIVERY.

THIS LETTER OF TRANSMITTAL AND THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

DESCRIPTION OF SHARES TENDERED			
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Share certificate(s). If there is any error in the name or address shown below, please make the necessary corrections.)	**Shares Tendered (Attach additional list if necessary)**		
	Certificate Number(s)*	**Total Number of Shares Represented by Certificate(s)***	**Number of Shares Tendered****
	Total Shares		

* Need not be completed by stockholders tendering by book-entry transfer.
** Unless otherwise indicated, it will be assumed that all Shares represented by any certificates delivered to the Depositary are being tendered. See Instruction 4.

THE UNDERSIGNED TENDERS ALL UNCERTIFICATED SHARES (INCLUDING THE ASSOCIATED PREFERRED SHARE PURCHASE RIGHTS) THAT MAY BE HELD IN THE NAME OF THE REGISTERED HOLDER(S) BY THE TRANSFER AGENT.

☐ YES

☐ NO

Note: If you do not check either of the boxes above, uncertificated Shares, if any, held in the name of the registered holder(s) by the transfer agent will not be tendered.

This Letter of Transmittal is to be used if certificates are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares (as defined below) is to be made by book-entry transfer to the Depositary's account at The Depository Trust Company (the **"Book-Entry Transfer Facility"**), pursuant to the procedures set forth in Section 3 of the Offer to Purchase.

Holders of outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the **"Shares"**), of Family Dollar Stores, Inc., whose certificates for such Shares are not immediately available or who cannot deliver such certificates and all other required documents to the Depositary on or prior to the expiration of the offer, or who cannot complete the procedure for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution _____

Account Number _____ Transaction Code Number _____

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Stockholder(s) _____

Date of Execution of Notice of Guaranteed Delivery _____

Name of Institution that Guaranteed Delivery _____

If delivery is by book-entry transfer:

Name of Tendering Institution _____

Account Number _____ Transaction Code Number _____

Ladies and Gentlemen:

The undersigned hereby tenders to D3 Merger Sub, Inc. (the **"Purchaser"**), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (**"Dollar General"**), the above-described shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the **"Shares"**), of Family Dollar Stores, Inc., a Delaware corporation (**"Family Dollar"**), pursuant to the Purchaser's offer to purchase all outstanding Shares at a price of $80.00 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated September 10, 2014, receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the **"Offer"**). The Offer expires at 5:00 P.M., New York City time, on October 8, 2014, unless extended as described in the Offer to Purchase (as extended, the **"Expiration Date"**). The Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Purchaser of its obligations under the Offer or prejudice your rights to receive payment for Shares validly tendered and accepted for payment.

Upon the terms and subject to the conditions of the Offer and effective upon acceptance for payment of and payment for the Shares tendered herewith, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Purchaser all right, title and interest in and to all the Shares that are being tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof on or after the commencement of the Offer) and appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all such other Shares or securities), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver certificates for such Shares (and all such other Shares or securities), or transfer ownership of such Shares (and all such other Shares or securities) on the account books maintained by The Depository Trust Company (the **"Book-Entry Transfer Facility"**), together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser, (ii) present such Shares (and all such other Shares or securities) for transfer on the books of Family Dollar, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and all such other Shares or securities), all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints the Purchaser and its officers, and each of them, and any other designees of the Purchaser, the attorneys and proxies of the undersigned, each with full power of substitution, to exercise all voting and other rights of the undersigned in such manner as each such attorney and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper, with respect to all of the Shares tendered hereby which have been accepted for payment by the Purchaser prior to the time of any vote or other action (and any and all other Shares or other securities issued or issuable in respect thereof on or after the commencement of the Offer), at any meeting of stockholders of Family Dollar (whether annual or special and whether or not an adjourned meeting), or otherwise. This proxy is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by the Purchaser in accordance with the terms of the Offer. Such acceptance for payment shall revoke any other proxy granted by the undersigned at any time with respect to such Shares (and all such other Shares or securities), and no subsequent proxies will be given by the undersigned (and if given, will not be deemed to be effective). This proxy will be governed by and construed in accordance with the laws of the State of Delaware and applicable federal securities laws.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered herein (and any and all other Shares or other securities issued or issuable in respect thereof on or after the commencement of the Offer) and that when the same are accepted for payment by the Purchaser, the Purchaser will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and all such other Shares or securities).

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute an agreement between the undersigned and the Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the purchase price of any Shares purchased, and return any Shares not tendered or not purchased, in the name(s) of the undersigned (and, in the case of Shares tendered by book-entry transfer, by credit to the account at the Book-Entry Transfer Facility). Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of any Shares purchased and any certificates for Shares not tendered or not purchased (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both "Special Payment Instructions" and "Special Delivery Instructions" are completed, please issue the check for the purchase price of any Shares purchased and return any Shares not tendered or not purchased in the name(s) of, and mail said check and any certificates to, the person (s) so indicated. The undersigned recognizes that the Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder(s) thereof if the Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any required withholding taxes) or certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue ☐ check
☐ certificates to:

Name _____
(Please Print)

Address _____

_____

_____
(Zip Code)

_____
(Taxpayer Identification Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any required withholding taxes) or certificates for Shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

Mail ☐ check
☐ certificates to:

Name _____
(Please Print)

Address _____

_____

_____
(Zip Code)

SIGN HERE
(PLEASE COMPLETE ENCLOSED FORM W-9 OR APPLICABLE FORM W-8)

_____

_____
(Signature(s) of Stockholder(s))

Dated _____ , 2014

Name(s) _____

(Please Print)

Capacity (Full Title) _____

Address _____

_____

(Zip Code)

Area Code and Telephone Number _____

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person (s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

Guarantee of Signature(s)
(If required; see Instructions 1 and 5)
(For use by Eligible Institutions only.
(Place medallion guarantee in space below)

Name of Firm _____

Address _____

_____

(Zip Code)

Authorized Signature _____

Name _____

(Please Print)

Area Code and Telephone Number _____

Dated _____ , 2014

IMPORTANT TAX INFORMATION

To prevent backup withholding on payments that are made to a stockholder that is a United States person with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depositary of the stockholder's correct TIN by completing the IRS Form W-9 included in this Letter of Transmittal certifying that (1) the TIN provided on the IRS Form W-9 is correct (or that such stockholder is awaiting a TIN), (2) the stockholder is not subject to backup withholding because (i) the stockholder is exempt from backup withholding, (ii) the stockholder has not been notified by the IRS that the stockholder is subject to backup withholding as a result of a failure to report all interest and dividends or (iii) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding, and (3) the stockholder is a United States person (as defined for United States federal income tax purposes). The following section, entitled "What Number to Give the Depositary," is applicable only to stockholders that are United States persons.

Certain stockholders (including, among others, corporations and certain foreign individuals and entities) may not be subject to backup withholding and reporting requirements. In order for an exempt foreign stockholder to avoid backup withholding, such person should complete, sign and submit an appropriate IRS Form W-8 signed under penalties of perjury, attesting to his, her or its exempt status. An IRS Form W-8 can be obtained from the Depositary. Such stockholders should consult a tax advisor to determine which IRS Form W-8 is appropriate. Exempt stockholders, other than foreign stockholders, should furnish their TIN, check the "Exempt payee" box on the IRS Form W-9 and sign, date and return the IRS Form W-9 to the Depositary in order to avoid erroneous backup withholding. See the instructions enclosed with the IRS Form W-9 included in this Letter of Transmittal for additional instructions.

If backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a stockholder. Backup withholding is not an additional tax. Rather, the United States federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS if required information is timely furnished to the IRS.

What Number to Give the Depositary

The tendering stockholder is required to give the Depositary the TIN, generally the Social Security number or employer identification number, of the record holder of all Shares tendered hereby. If such Shares are in more than one name or are not in the name of the actual owner, consult the instructions enclosed with the IRS Form W-9 included in this Letter of Transmittal for additional guidance on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, such stockholder should write "Applied For" in the space for the TIN on the IRS Form W-9, sign and date the IRS Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number below. **If the tendering stockholder writes "Applied For" in the space for the TIN and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price, which will be refunded if a TIN is provided to the Depositary within sixty (60) days of the Depositary's receipt of the Certificate of Awaiting Taxpayer Identification Number.** If the Depositary is provided with an incorrect TIN in connection with such payments, then the stockholder may be subject to a $50 penalty imposed by the IRS.

NOTE:

FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL MAY RESULT IN BACKUP WITHHOLDING AT THE APPLICABLE WITHHOLDING RATE OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE INSTRUCTIONS ENCLOSED WITH THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL FOR ADDITIONAL DETAILS. YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN THE SPACE FOR THE TIN ON THE IRS FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate IRS Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a portion of all reportable payments made to me will be withheld, but that such amounts will be refunded to me if I then provide a Taxpayer Identification Number within sixty (60) days.

Signature _____ Date _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____
☐ Other (see instructions) u

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

Employer identification number
___ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9* . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing Its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person . If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien . Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause". Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished at incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN . If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding . If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information . Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs . If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor . Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation . Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity . For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note . Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC) . If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities . Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3— A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 5 [2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identity payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section l.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov* . You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676) .

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification, You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5.	Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6.	Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
	For this type of account:	**Give name and EIN of:**
7.	Disregarded entity not owned by an individual	The owner
8.	A valid trust, estate, or pension trust	Legal entity [4]
9.	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11.	Partnership or multi-member LLC	The partnership
12.	A broker or registered nominee	The broker or nominee
13.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14.	Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov* . You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. *Guarantee of Signatures.* Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended) (each an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (i) if this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) tendered herewith and such holder(s) has not completed the box entitled "Special Payment Instructions" or "Special Delivery Instructions" on this Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. *Delivery of Letter of Transmittal and Shares.* This Letter of Transmittal is to be used either if certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if delivery of Shares is to be made by book-entry transfer pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal by the Expiration Date. Stockholders who cannot deliver their Shares and all other required documents to the Depositary by the Expiration Date must tender their Shares pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Purchaser must be received by the Depositary by the Expiration Date, and (iii) the certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase.

The method of delivery of Shares, this Letter of Transmittal and all other required documents, including through the Book-Entry Transfer Facility, is at the sole option and risk of the tendering stockholder, and delivery of the Shares will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, by book-entry confirmation). If certificates for Shares are sent by mail, we recommend registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By executing this Letter of Transmittal (or facsimile thereof), the tendering stockholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. *Inadequate Space.* If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto.

4. *Partial Tenders (not applicable to stockholders who tender by book-entry transfer).* If fewer than all the Shares represented by any certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, a new certificate for the remainder of the Shares represented by the old certificate will be issued and sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the boxes entitled "Special Payment Instructions" or "Special Delivery Instructions," as the case may be, on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby is held of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Purchaser of the authority of such person so to act must be submitted.

6. *Stock Transfer Taxes.* The Purchaser will pay any stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or Shares not tendered or not purchased are to be returned in the name of, any person other than the registered holder(s), or if a transfer tax is imposed for any reason other than the sale or transfer of Shares to the Purchaser pursuant to the Offer, then the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted herewith.

7. *Special Payment and Delivery Instructions.* If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders tendering Shares by book-entry transfer may request that Shares not purchased be credited to such account at the Book-Entry Transfer Facility as such stockholder may designate under "Special Payment Instructions." If no such instructions are given, any such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facility designated above.

8. *Tax Information.* Payments made to certain stockholders pursuant to the Offer may be subject to backup withholding. To avoid backup withholding, each United States Holder (as defined in the Offer to Purchase), and, if applicable, each other payee, must provide the Depositary with such stockholder's or payee's correct taxpayer identification number and certify that such stockholder or payee is not subject to such backup withholding by completing the enclosed Form W-9. In general, if a stockholder or payee is an individual, the taxpayer identification number is the social security number of such individual. If the Depositary is not provided with the correct taxpayer identification number, the stockholder or payee may be subject to a $50 penalty imposed by the Internal Revenue Service. Certain stockholders or payees (including, among others, all corporations and certain Non- United States holders (as defined in the Offer to Purchase)) are not subject to these backup withholding and reporting requirements. In order to avoid backup withholding, a Non-United States Holder (as defined in the Offer to Purchase) should submit a properly completed applicable Form W-8, including certification of such holder's foreign status, and signed under penalty of perjury. Such certificates can be obtained from the Depositary or at http://www.irs.gov.

Failure to complete the enclosed Form W-9 or any other applicable form will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold 28% of the amount of any payments made pursuant to the Offer. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the Internal Revenue Service. **We recommend that you consult your own tax advisor or the Depositary for further guidance regarding the completion of the enclosed Form W-9 or an applicable Form W-8 to claim exemption from backup withholding.**

9. *Mutilated, Lost, Stolen or Destroyed Certificates.* If the certificate(s) representing Shares to be tendered have been mutilated, lost, stolen or destroyed, stockholders should (i) complete this Letter of Transmittal and (ii) contact Family Dollar's transfer agent, American Stock Transfer & Trust Company, immediately by calling (800) 937-5449. Family Dollar's transfer agent will provide such holder with all necessary forms and instructions to replace any such mutilated, lost, stolen or destroyed certificates. The stockholder may be required to post a bond as indemnity against any claim that may be made against it with respect to the certificate(s) alleged to have been mutilated, lost, stolen or destroyed. **The Depositary will not accept any Letter of Transmittal without the accompanying Shares. Family Dollar stockholders wishing to tender their certificates must first obtain replacement certificates from American Stock Transfer & Trust Company and present such replacement certificates to the Depositary with this Letter of Transmittal.**

10. *Irregularities.* Dollar General and Purchaser will interpret the terms and conditions of the Offer (including this Letter of Transmittal and the instructions hereto). All questions as to form of documents and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Dollar General and the Purchaser in their sole discretion. Dollar General and the Purchaser reserve the absolute right to reject any and all tenders determined by them not to be in proper form or the acceptance for payment of which may, in the opinion of their counsel, be unlawful. Dollar General and the Purchaser also reserve the absolute right to waive any of the conditions to the Offer to the extent permitted by applicable law and any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to the satisfaction of the Purchaser. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Purchaser shall determine. None of the Purchaser, Dollar General or any of their respective affiliates or assigns, the Dealer-Manager, the Depositary, Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

11. *Requests for Assistance or Additional Copies* . Requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be obtained from the Information Agent or the Dealer Managers at their respective addresses or telephone numbers set forth below.

The Information Agent for the Offer is :

501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders may call toll free: (877) 750-5837
Banks and Brokers may call collect: (212) 750-5833

The Dealer Manager for the Offer is :

Goldman, Sachs & Co.
200 West Street, 7 th Floor
New York, New York 10282-2198
Call Toll Free: (800) 323-5678

NOTICE OF GUARANTEED DELIVERY

To Tender Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)

of

FAMILY DOLLAR STORES, INC.

Pursuant to the Offer to Purchase
dated September 10, 2014 of

D3 MERGER SUB, INC.

a wholly owned subsidiary of

DOLLAR GENERAL CORPORATION

This form, or a substantially equivalent form, must be used to accept the Offer (as defined below) if the certificates for shares of common stock, par value $0.10 per share, and the associated preferred share purchase rights, of Family Dollar Stores, Inc. and any other documents required by the Letter of Transmittal cannot be delivered to the Depositary by the expiration of the Offer. Such form may be delivered or transmitted by telegram, facsimile transmission or mail to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

By Registered or Certified Mail, Hand or Overnight Courier:

Continental Stock Transfer & Trust Company
17 Battery Place, 8 th Floor
New York, NY 10004
Attention: Corporate Actions Department

By Facsimile Transmission:
(for Eligible Institutions only)
(212) 616-7616
Confirm Facsimile Transmission
By Telephone Only
(917) 262-2378

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to D3 Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation, upon the terms and conditions set forth in the offer to purchase, dated September 10, 2014 (as it may be amended or supplemented from time to time, the " **Offer to Purchase** ") and the related letter of transmittal (as it may be amended or supplemented from time to time, the " **Letter of Transmittal** "), which Offer to Purchase and Letter of Transmittal collectively constitute the " **Offer** ", receipt of which is hereby acknowledged, the number of shares indicated below of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Number of Shares Tendered

Certificate Numbers (if available)

If delivery will be by book-entry transfer:

Name of Tendering Institution

Account Number

SIGN HERE

(Signature(s))

(Name(s)) (Please Print)

(Addresses)

(Zip Code)

(Area Code and Telephone Number)

GUARANTEE (Not to be used for signature guarantee)

The undersigned, a firm which is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), guarantees (i) that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (ii) that such tender of Shares complies with Rule 14e-4 and (iii) to deliver to the Depositary the Shares tendered hereby, together with a properly completed and duly executed Letter(s) of Transmittal (or facsimile(s) thereof) and certificates for the Shares to be tendered or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, all within three New York Stock Exchange trading days of the date hereof.

(Name of Firm)

(Address)

(Zip Code)

(Authorized Signature)

(Name)

(Area Code and Telephone Number)

Dated: _____, 2014.

Goldman, Sachs & Co.

Offer to Purchase for Cash All Outstanding Shares of Common Stock (Including the Associated Preferred Share Purchase Rights) of

FAMILY DOLLAR STORES, INC.

at

$80.00 Net Per Share

by

D3 MERGER SUB, INC.

a wholly owned subsidiary of

DOLLAR GENERAL CORPORATION

September 10, 2014

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Dollar General Corporation on behalf of D3 Merger Sub, Inc. (the " **Purchaser** "), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (" **Dollar General** "), to act as Dealer Manager in connection with its offer to purchase all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), at a price of $80.00 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the offer to purchase, dated September 10, 2014 (as it may be amended or supplemented from time to time, the " **Offer to Purchase** ") and the related letter of transmittal (as it may be amended or supplemented from time to time, the " **Letter of Transmittal** "), which Offer to Purchase and Letter of Transmittal collectively constitute the " **Offer** ".

The Offer is not subject to any financing condition. The conditions of the Offer are described in Section 14 of the Offer to Purchase.

For your information, and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. Offer to Purchase dated September 10, 2014;

2. Letter of Transmittal (including the IRS Form W-9), for your use and for the information of your clients;

3. Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents cannot be delivered to Continental Stock Transfer & Trust Company, the Depositary for the Offer, or if the procedures for book-entry transfer cannot be completed, by the expiration of the Offer;

4. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

6. Return envelope addressed to the Depositary.

YOUR PROMPT ACTION IS REQUIRED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 8, 2014, UNLESS THE OFFER IS EXTENDED.

The Purchaser will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Manager, the Information Agent or the Depositary as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse brokers, dealers, banks, trust companies and other nominees for their customary costs and expenses incurred in forwarding materials to their customers. The Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

In order to accept the Offer, a duly executed and properly completed Letter of Transmittal and any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and any other required documents, should be sent to the Depositary by 5:00 P.M., New York City time, on October 8, 2014.

Any inquiries you may have with respect to the Offer should be addressed to the Information Agent or the undersigned, and additional copies of the enclosed materials may be obtained from the Information Agent, at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

Goldman, Sachs & Co.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF D3 MERGER SUB, INC., DOLLAR GENERAL CORPORATION, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of
Family Dollar Stores, Inc.
at
$80.00 Net Per Share
by
D3 Merger Sub, Inc.
a wholly owned subsidiary of
Dollar General Corporation

To Our Clients:

Enclosed for your consideration are the offer to purchase, dated September 10, 2014 (as it may be amended or supplemented from time to time, the " **Offer to Purchase** ") and the related letter of transmittal (as it may be amended or supplemented from time to time, the " **Letter of Transmittal** "), which Offer to Purchase and Letter of Transmittal collectively constitute the " **Offer** ". D3 Merger Sub, Inc. (the " **Purchaser** "), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (" **Dollar General** "), is offering to purchase all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), at a price of $80.00 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

We are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account. We are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The tender price is $80.00 per Share, net to you in cash, without interest and less any required withholding taxes.

2. The Offer and withdrawal rights expire at 5:00 P.M., New York City time, on October 8, 2014, unless extended (as extended, the " **Expiration Date** ").

3. **The Offer is not subject to any financing condition.** Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by Dollar General and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis, (ii) the Agreement and Plan of Merger, dated as of July 27, 2014, as amended by Amendment No. 1, dated as of September 4, 2014, by and among Family Dollar, Dollar Tree, Inc., a Virginia corporation (" **Dollar Tree** "), and Dime Merger Sub, Inc., a Delaware corporation, and the Voting and Support Agreements, dated as of July 27, 2014, by and among, Dollar Tree and each of the stockholders that are a party thereto as referenced in the Dollar Tree Merger Agreement (collectively, the " **Dollar Tree Voting and Support Agreements** ") having been validly terminated in accordance with their respective terms, (iii) Dollar General, the Purchaser and Family Dollar having entered into

a definitive merger agreement (in form and substance satisfactory to Dollar General in its reasonable discretion) with respect to the acquisition of Family Dollar by Dollar General providing for a second-step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the " **DGCL** "), with Family Dollar surviving as a wholly owned subsidiary of Dollar General, without the requirement for approval of any stockholder of Family Dollar, to be effected promptly following the consummation of the Offer, such merger agreement having not been terminated and the conditions to effecting the Proposed Merger pursuant to Section 251(h) of the DGCL being satisfied upon the acceptance for payment of Shares tendered pursuant to the Offer, (iv) Dollar General and the parties to the Dollar Tree Voting and Support Agreements (other than Dollar Tree) having entered into definitive tender and support agreements in form and substance satisfactory to Dollar General in its reasonable discretion, (v) the board of directors of Family Dollar (the " **Family Dollar Board** ") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its reasonable discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the " **Proposed Merger** ") of Family Dollar and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above), (vi) the Family Dollar Board having redeemed the preferred share purchase rights associated with the Shares or the Purchaser being satisfied, in its reasonable discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described herein, and (vii) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " **HSR Act** ") having expired or been terminated. See "The Offer—Section 14—Conditions of the Offer" of the Offer to Purchase for a list of additional conditions to the Offer.

4. Any stock transfer taxes applicable to the sale of Shares to the Purchaser pursuant to the Offer will be paid by the Purchaser, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the instruction form below. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf by the Expiration Date.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction.

Payment for Shares purchased pursuant to the Offer will in all cases be made only after timely receipt by Continental Stock Transfer & Trust Company (the " **Depositary** ") of (i) certificates representing the Shares tendered (including, if the Distribution Date (as defined in the Offer to Purchase) occurs, certificates for the Rights) or timely confirmation of the book-entry transfer of such Shares (including, if the Distribution Date occurs, such Rights) into the account maintained by the Depositary at The Depository Trust Company (the " **Book-Entry Transfer Facility** "), pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase), in connection with a book-entry delivery, and (iii) any other documents required by the Letter of Transmittal. Accordingly, payment may not be made to all tendering stockholders at the same time depending upon when certificates for or confirmations of book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility are actually received by the Depositary.

Instruction Form with Respect to
Offer to Purchase for Cash
All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights)
of

Family Dollar Stores, Inc.

at
$80.00 Net Per Share
by

D3 Merger Sub, Inc.

a wholly owned subsidiary of

Dollar General Corporation

The undersigned acknowledge(s) receipt of your letter and the enclosed offer to purchase, dated September 10, 2014 (as it may be amended or supplemented from time to time, the " **Offer to Purchase** ") and the related letter of transmittal (as it may be amended or supplemented from time to time, the " **Letter of Transmittal** "), which Offer to Purchase and Letter of Transmittal collectively constitute the " **Offer** " . D3 Merger Sub, Inc. (the " **Purchaser** "), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (" **Dollar General** "), is offering to purchase all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), at a price of $80.00 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares (including, if the Distribution Date occurs, the Rights) indicated below or, if no number is indicated, all Shares (including, if the Distribution Date occurs, the Rights) held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to the validity, form and eligibility (including time of receipt) and acceptance for payment of any tender of Shares (including, if the Distribution Date occurs, the Rights) made on my behalf will be determined by Purchaser in its sole discretion.

Number of Shares to be Tendered:

_____ Shares*

Dated _____, 2014

* Unless otherwise indicated, it will be assumed that all Shares held for the undersigned's account are to be tendered.

SIGN HERE

_____
Signature(s)

_____
Name(s)

_____
Address(es)

_____
Zip Code

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase (as defined below) and the related Letter of Transmittal and any amendments or supplements thereto. The Purchaser (as defined below) is not aware of any state where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If the Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares pursuant thereto, the Purchaser will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Offer. If, after a good faith effort, the Purchaser cannot comply with the state statute, the Purchaser will not make the Offer to, nor will tenders be accepted from or on behalf of, the holders of Shares in that state. Except as set forth above, the Offer is being made to all holders of Shares.

Notice of Offer to Purchase for Cash All Outstanding Shares of Common Stock
(Including the Associated Preferred Share Purchase Rights) of

FAMILY DOLLAR STORES, INC.

at
$80.00 Net Per Share
by
D3 Merger Sub, Inc.,
A Wholly Owned Subsidiary of

DOLLAR GENERAL CORPORATION

D3 Merger Sub, Inc. (the " **Purchaser** "), a Delaware corporation and a wholly owned subsidiary of Dollar General Corporation, a Tennessee corporation (" **Dollar General** "), is offering to purchase all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " **Shares** "), of Family Dollar Stores, Inc., a Delaware corporation (" **Family Dollar** "), at a price of $80.00 per share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the offer to purchase (the " **Offer to Purchase** ") and the related letter of transmittal that accompanies the Offer to Purchase (the " **Letter of Transmittal** ") (which, together with any amendments or supplements thereto, collectively constitute the " **Offer** ").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 8, 2014, UNLESS THE OFFER IS EXTENDED.

Consummation of the Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn before the expiration of the Offer a number of Shares which, together with the Shares then owned by Dollar General and its subsidiaries, represents at least a majority of the total number of Shares outstanding on a fully diluted basis, (ii) the Agreement and Plan of Merger, dated as of July 27, 2014, as amended by Amendment No. 1, dated as of September 4, 2014, by and among Family Dollar, Dollar Tree, Inc., a Virginia corporation (" **Dollar Tree** "), and Dime Merger Sub, Inc., a Delaware corporation, and the Voting and Support Agreements, dated as of July 27, 2014, by and among, Dollar Tree and each of the stockholders that are a party thereto as referenced in the Dollar Tree Merger Agreement (collectively, the " **Dollar Tree Voting and Support Agreements** ") having been validly terminated in accordance with their respective terms, (iii) Dollar General, the Purchaser and Family Dollar having entered into a definitive merger agreement (in form and substance satisfactory to Dollar General in its reasonable discretion) with respect to the acquisition of Family Dollar by Dollar General providing for a second-step merger pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the " **DGCL** "), with Family Dollar surviving as a wholly owned subsidiary of Dollar General, without the requirement for approval of any stockholder of Family Dollar, to be effected promptly following the consummation of the Offer, such merger agreement having not been terminated and the conditions to effecting the Proposed Merger pursuant to Section 251(h) of the DGCL being satisfied upon the acceptance for

payment of Shares tendered pursuant to the Offer, (iv) Dollar General and the parties to the Dollar Tree Voting and Support Agreements (other than Dollar Tree) having entered into definitive tender and support agreements in form and substance satisfactory to Dollar General in its reasonable discretion, (v) the board of directors of Family Dollar (the " **Family Dollar Board** ") having approved the Offer under Section 203 of the DGCL or the Purchaser being satisfied, in its reasonable discretion, that Section 203 of the DGCL is inapplicable to the Offer and the merger (the " **Proposed Merger** ") of Family Dollar and the Purchaser as described herein (and as contemplated by the definitive merger agreement described above), (vi) the Family Dollar Board having redeemed the preferred share purchase rights associated with the Shares the " **Rights** ") or the Purchaser being satisfied, in its reasonable discretion, that such preferred share purchase rights have been invalidated or are otherwise inapplicable to the Offer and the Proposed Merger as described herein, and (vii) the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " **HSR Act** ") having expired or been terminated. See "The Offer—Section 14—Conditions of the Offer" of the Offer to Purchase for a list of additional conditions to the Offer.

Consummation of the Offer is not conditioned upon any financing arrangements or subject to a financing condition.

If the conditions of the Offer are satisfied and the Offer is consummated, the Purchaser intends to complete a second-step merger with Family Dollar in which Family Dollar will become a wholly owned subsidiary of Dollar General pursuant to Section 251(h) of the DGCL promptly following consummation of the Offer and all outstanding Shares that are not purchased in the Offer (other than Shares held by stockholders who perfect their appraisal rights) will be exchanged for an amount in cash equal to $80.00 per share, without interest and less any required withholding taxes.

Dollar General and the Purchaser are seeking to negotiate a definitive agreement for the acquisition of Family Dollar by Dollar General and are prepared to begin such negotiations immediately.

Subject to applicable law, Dollar General and the Purchaser reserve the right to amend the Offer in any respect (including amending the offer price and the consideration to be offered in a merger, including the Proposed Merger). In addition, in the event that Dollar General enters into a merger agreement with Family Dollar and such merger agreement does not provide for a tender offer, Dollar General and the Purchaser reserve the right to terminate the Offer, in which case the Shares would, upon consummation of such merger, be converted into the consideration negotiated by Dollar General, the Purchaser and Family Dollar and specified in such merger agreement.

This transaction has not been approved or disapproved by the Securities and Exchange Commission (the "SEC") or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of the transaction or upon the accuracy or adequacy of the information contained in the Offer to Purchase. Any representation to the contrary is a criminal offense.

The term "Expiration Date" means 5:00 p.m., New York City time, on October 8, 2014, unless extended by the Purchaser, in which event "Expiration Date" means the time and date at which the Offer, as so extended, shall expire.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by a public announcement thereof. In the case of an extension of the Offer, Dollar General and the Purchaser will make a public announcement of such extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. Dollar General and the Purchaser do not currently intend to offer a subsequent offering period. See "The Offer—Section 1—Terms of the Offer" in the Offer to Purchase.

For purposes of the Offer, Dollar General and the Purchaser shall be deemed to have accepted for payment tendered Shares when, as and if they give oral or written notice of the acceptance to Continental Stock Transfer & Trust Company, the depositary for the Offer (the " **Depositary** "). The Purchaser will pay for Shares accepted for payment pursuant to the Offer by depositing the purchase price with the Depositary, which will act as agent for the tendering stockholders for purposes of receiving payments from the Purchaser and transmitting such payments to the tendering stockholders. **Under no circumstances will the Purchaser pay interest on the consideration paid for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in making such payment.**

In all cases, the Purchaser will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) certificates for such Shares (including, if the Distribution Date (as defined in the Offer to Purchase) occurs, certificates for the Rights) (or a confirmation of a book-entry transfer of such Shares (including, if the Distribution Date occurs, such Rights) into the Depositary's account at the Book- Entry Transfer Facility (as defined in "The Offer—Section 3—Procedure for Tendering Shares" in the Offer to Purchase)), (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or Agent's Message in lieu of a Letter of Transmittal and (iii) any other required documents. For a description of the procedure for tendering Shares pursuant to the Offer, see "The Offer—Section 3—Procedure for Tendering Shares" in the Offer to Purchase. Accordingly, payment may be made to tendering stockholders at different times if delivery of the Shares and other required documents occurs at different times.

A stockholder may withdraw Shares that it has previously tendered pursuant to the Offer pursuant to the procedures set forth below at any time before the Expiration Date. Thereafter, tenders of Shares are irrevocable, except that they may also be withdrawn after November 8, 2014, which is the 60th day from the commencement of the Offer, unless such Shares have already been accepted for payment by the Purchaser pursuant to the Offer. If Dollar General and the Purchaser extend the Offer, delay acceptance for payment or payment for Shares or are unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to Dollar General's and the Purchaser's rights under the Offer, the Depositary may, on Dollar General's and the Purchaser's behalf, retain all Shares tendered, and such Shares may not be withdrawn except as otherwise described in "The Offer—Section 4—Withdrawal Rights" in the Offer to Purchase. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal with respect to the Shares must be timely received by the Depositary at the address set forth on the back cover of the Offer to Purchase, and the notice of withdrawal must specify the name of the person that tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person that tendered such Shares. If the certificates evidencing Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution (as defined in the Offer to Purchase)) signatures guaranteed by an Eligible Institution must be submitted before the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares. See "The Offer—Section 4—Withdrawal Rights" in the Offer to Purchase.

Dollar General and the Purchaser will interpret the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto). All questions as to the form of documents and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Dollar General and the Purchaser in their sole discretion. Dollar General and the Purchaser reserve the absolute right to waive any condition of the Offer to the extent permitted by applicable law and any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. None of the Purchaser, Dollar General or any of their respective affiliates or assigns, Goldman, Sachs & Co. (the " **Dealer Manager** "), the Depositary, Innisfree M&A Incorporated (the " **Information Agent** ") or any other person will be under any duty to give any notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

In general, the receipt of cash by United States Holders (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences" in the Offer to Purchase) in exchange for Shares pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. A Non-United States Holder (as defined in "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences" in the Offer to Purchase) who receives cash in exchange for Shares pursuant to the Offer generally will not be subject to U.S. federal income tax or withholding on any gain recognized. See "The Offer—Section 5—Certain U.S. Federal Income Tax Consequences" in the Offer to Purchase. **Each holder of Shares should consult its own tax advisor to determine the tax consequences to it of participating in the Offer in light of its particular circumstances (including the application and effect of any state, local or non-U.S. income and other tax laws).**

The Offer to Purchase and the related Letter of Transmittal contain important information and both documents should be read carefully and in their entirety before any decision is made with respect to the Offer. Dollar General and the Purchaser will make a request to Family Dollar for its stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. Dollar General and the Purchaser will send the Offer to Purchase, the related Letter of Transmittal and other related documents to record holders of Shares and to brokers, dealers, banks, trust companies and other nominees whose names appear on the stockholder list or, if applicable, that are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

Questions or requests for assistance may be directed to the Information Agent and the Dealer Manager at their telephone numbers and/or addresses set forth below. Requests for copies of the Offer to Purchase, the related Letter of Transmittal and all other tender offer materials may be directed to the Information Agent or brokers, dealers, commercial banks and trust companies, and copies will be furnished promptly at the Purchaser's expense. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders may call toll free: (877) 750-5837
Banks and Brokers may call collect: (212) 750-5833

The Dealer Manager for the Offer is:

Goldman, Sachs & Co.
200 West Street, 7th Floor
New York, New York 10282-2198
Call Toll Free: (800) 323-5678

September 10, 2014

Exhibit (a)(5)(i)

100 Mission Ridge / Goodlettsville, Tennessee 37072-2170 / Telephone: (615) 855-4000 / www.dollargeneral.com

NEWS FOR IMMEDIATE RELEASE

DOLLAR GENERAL COMMENCES CASH TENDER OFFER TO ACQUIRE FAMILY DOLLAR AT $80 PER SHARE

Antitrust Review Process will Begin

GOODLETTSVILLE, Tennessee – September 10, 2014 – Dollar General Corporation (NYSE: DG) today announced that it has commenced a tender offer to acquire all outstanding shares of Family Dollar Stores, Inc. (NYSE: FDO) for $80.00 per share in cash. The offer is scheduled to expire at 5:00 p.m., New York City time, on October 8, 2014, unless the offer is extended. The full terms, conditions and other details of the tender offer are set forth in the offering documents that Dollar General will file today with the Securities and Exchange Commission ("SEC"). Dollar General also will promptly file for clearance under the Hart-Scott-Rodino ("HSR") Act, which will allow the Company to begin the antitrust approval process with the Federal Trade Commission ("FTC").

"Our offer provides Family Dollar shareholders with significantly greater value than the existing agreement with Dollar Tree, as well as immediate and certain liquidity for their shares," said Rick Dreiling, Chairman and Chief Executive Officer of Dollar General. "By taking this step, we are providing all Family Dollar shareholders a voice in this process, and we urge them to tender into our offer."

"Additionally, we now can begin the antitrust review process and will have an opportunity to present our position directly to the FTC. As we previously have stated, we are confident in the results of our antitrust analysis, and we look forward to a constructive dialogue with the FTC," Dreiling continued.

Details of the Tender Offer

Dollar General's all-cash offer of $80.00 per share provides Family Dollar shareholders with a substantially superior valuation to the $74.50 per share cash / stock offer announced by Dollar Tree, Inc. on July 28, 2014. Dollar General's offer provides Family Dollar's shareholders with approximately $640 million of additional aggregate value over Dollar Tree's offer and represents a premium of 31.9 percent over the closing price of $60.66 for Family Dollar stock on the day prior to the Dollar Tree announcement.

The offer is being made on the terms and subject to the conditions set forth in the offer to purchase and letter of transmittal (together, the "Offer"), dated September 10, 2014, included in the Tender Offer Statement that will be filed with the SEC today. As part of a definitive merger agreement with Family Dollar, Dollar General would be willing to agree to divest up to 1,500 stores if required by the FTC and to pay Family Dollar a $500 million reverse break-up fee if the transaction did not close for reasons related to antitrust approvals.

The Offer is not conditioned upon any financing arrangements. Dollar General has received written financing commitments that are in full force and effect from Goldman, Sachs & Co. and Citigroup Global Markets Inc. for all of the financing necessary to consummate the proposed all-cash transaction.

Goldman, Sachs & Co. is acting as financial advisor to Dollar General. KKR Capital Markets and MCS Capital Markets are advising the Company on the financing. Simpson Thacher & Bartlett LLP is acting as its legal counsel.

Forward-Looking Statements

Dollar General includes "forward-looking statements" within the meaning of the federal securities laws throughout this release. A reader can identify forward-looking statements because they are not limited to historical fact or they use words such as "scheduled," "may," "will," "could," "should," "would," "expect," "believe," "anticipate," "project," "plan," "estimate," "forecast," "goal," "objective," "committed," "intend," "continue," or "will likely result," and similar expressions that concern Dollar General's strategy, plans, intentions or beliefs about future occurrences or results.

Forward-looking statements are subject to risks, uncertainties and other factors that may change at any time and may cause actual results to differ materially from those that Dollar General expected. Many of these statements are derived from Dollar General's operating budgets and forecasts, which are based on many detailed assumptions that Dollar General believes are reasonable, or are based on various assumptions about certain plans, activities or events which we expect will or may occur in the future. However, it is very difficult to predict the effect of known factors, and Dollar General cannot anticipate all factors that could affect actual results that may be important to an investor. All forward-looking information should be evaluated in the context of these risks, uncertainties and other factors, including those factors disclosed under "Risk Factors" in Dollar General's most recent Annual Report on Form 10-K and any subsequent quarterly filings on Form 10-Q filed with the Securities and Exchange Commission.

All forward-looking statements are qualified in their entirety by the cautionary statements that Dollar General makes from time to time in its SEC filings and public communications. Dollar General cannot assure the reader that it will realize the results or developments Dollar General anticipates, or, even if substantially realized, that they will result in the consequences or affect Dollar General or its operations in the way Dollar General expects. Forward-looking statements speak only as of the date made. Dollar General undertakes no obligation to update or revise any forward-looking statements to reflect events or circumstances arising after the date on which they were made, except as otherwise required by law. As a result of these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements included herein or that may be made elsewhere from time to time by, or on behalf of, Dollar General.

Important Additional Information

This communication is provided for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell any shares of the common stock of Family Dollar or any other securities. Dollar General and its wholly owned subsidiary D3 Merger Sub, Inc. have commenced a tender offer for all outstanding shares of common stock of Family Dollar and will file with the Securities and Exchange Commission a tender offer statement on Schedule TO (including an Offer to Purchase, a Letter of Transmittal and related documents), which will be amended as necessary. These documents contain important information, including the terms and conditions of the tender offer, and shareholders of Family Dollar are advised to carefully read these documents before making any decision with respect to the tender offer. Investors and security holders may obtain free copies of these statements and other documents filed with respect to the tender offer at the SEC's website at www.sec.gov. In addition, copies of the tender offer statement and related materials may be obtained for free by directing such requests to the information agent for the tender offer, Innisfree M&A Incorporated, at (877) 750-5837 (toll free for shareholders) or (212) 750-5833 (collect for banks and brokers).

About Dollar General Corporation

Dollar General Corporation has been delivering value to shoppers for 75 years. Dollar General helps shoppers Save time. Save money. Every day! ® by offering products that are frequently used and replenished, such as food, snacks, health and beauty aids, cleaning supplies, basic apparel, house wares and seasonal items at low everyday prices in convenient neighborhood locations. With more than 11,500 stores in 40 states, Dollar General has more retail locations than any retailer in America. In addition to high quality private brands, Dollar General sells products from America's most-trusted manufacturers such as Clorox, Energizer, Procter & Gamble, Hanes, Coca-Cola, Mars, Unilever, Nestle, Kimberly-Clark, Kellogg's, General Mills, and PepsiCo. For more information on Dollar General, please visit www.dollargeneral.com.

Contact Information

Investors:
Mary Winn Pilkington (615) 855-5536
Emma Jo Kauffman (615) 855-5525

Media:
Brunswick Group:
Steve Lipin or Shahed Larson (212) 333-3810

Dollar General Corporation:
Media Hotline (877) 944-DGPR (3477)
Dan MacDonald (615) 855-5209
Crystal Ghassemi (615) 855-5210

Exhibit (b)

EXECUTION COPY

GOLDMAN SACH BANK USA
GOLDMAN SACHS LENDING PARTNERS LLC
200 West Street
New York, NY 10282

CITIGROUP GLOBAL MARKETS INC.
390 Greenwich Street
New York, New York 10013

CONFIDENTIAL

September 10, 2014

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Attention: David M. Tehle, Chief Financial Officer

Acquisition of Family Dollar Stores, Inc.
Commitment Letter

Ladies and Gentlemen:

You have advised each of Goldman Sachs Bank USA (" ***GS Bank*** "), Goldman Sachs Lending Partners LLC (" ***GSLP*** " and, together with GS Bank, " ***Goldman Sachs*** ") and Citi (as defined below) (together with, Goldman Sachs and any Additional Commitment Party (as defined below) the " ***Commitment Parties*** ", " ***we*** " or " ***us*** ") that D3 Merger Sub, Inc. (" ***Newco*** "), a Delaware corporation incorporated at the direction of Dollar General Corporation (" ***Dollar General*** " and, together with Newco, " ***you*** "), intends to acquire (the " ***Acquisition*** "), directly or indirectly, all of the outstanding equity interests of Family Dollar Stores, Inc., a Delaware corporation (the " ***Company*** "). You have further advised us that, in connection with the foregoing, you intend to consummate the other Transactions described in the Transaction Description attached hereto as Exhibit A (the " ***Transaction Description*** "). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description, the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the " ***Term Loan Term Sheet*** "), the Summary of Principal Terms and Conditions attached hereto as Exhibit C (the " ***ABL Term Sheet*** "; together with the Term Loan Term Sheet, the " ***Senior Secured Facilities Term Sheets*** ") and the Summary of Principal Terms and Conditions attached hereto as Exhibit D (the " ***Bridge Term Sheet*** "; together with the Senior Secured Facilities Term Sheets, the " ***Term Sheets*** "; this commitment letter, the Transaction Description, the Term Sheets and the Summary of Additional Conditions attached hereto as Exhibit E, collectively, the " ***Commitment Letter*** "). " ***Citi*** " shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate to provide the services contemplated herein.

You have further advised each of the Commitment Parties that, in connection therewith, it is intended that the financing for the Transactions will include (a) the senior secured credit facilities (the " ***Senior Secured Facilities*** ") described in the Senior Secured Facilities Term Sheets, in an aggregate principal amount of $9.00 billion, comprised of a $6.50 billion senior secured term loan facility (the " ***Term Loan Facility*** ") and a $2.50 billion senior secured asset-based revolving credit facility (the " ***ABL Facility*** ") and (b) either (i) up to $3.25 billion in aggregate principal amount of senior unsecured notes (the " ***Senior Unsecured Notes*** " or the " ***Notes*** ") in a Rule 144A private placement or (ii) if all or any portion of the Notes are not issued by the Borrower on or prior to the Closing Date (as defined below), up to $3.25 billion (or an amount equal to the unissued amount of Notes) of senior unsecured increasing rate loans (the " ***Senior Unsecured Bridge Loans*** " or the " ***Bridge Loans*** ") under the senior unsecured credit

facility (the " ***Senior Unsecured Bridge Facility*** " or the " ***Bridge Facility*** ") described in the Bridge Term Sheet. The Senior Secured Facilities and the Bridge Facility are collectively referred to herein as the " ***Facilities*** ".

In connection with the foregoing, (a) each of GS Bank, GSLP and Citi is pleased to advise you of its several and not joint commitment to provide a portion of the Term Loan Facility set forth opposite such Commitment Party's name on Schedule I hereto, (b) each of GS Bank, GSLP and Citi is pleased to advise you of its several and not joint commitment to provide a portion of the ABL Facility set forth opposite such Commitment Party's name on Schedule I hereto and (c) each of GSLP and Citi is pleased to advise you of its several and not joint commitment to provide a portion of the Bridge Facility set forth opposite such Commitment Party's name on Schedule I hereto, in each case subject only to the satisfaction (or waiver by the Commitment Parties) of the applicable conditions set forth in the section entitled "Conditions Precedent to Initial Borrowing" in Exhibit B hereto, in the section entitled "Conditions Precedent to Initial Extension of Credit" in Exhibit C hereto (in each case, limited on the Closing Date as indicated therein), in the section entitled "Conditions to Borrowing" in Exhibit D hereto and in Exhibit E hereto. GS Bank, GSLP, Citi and any Additional Commitment Party who makes a commitment with respect to any of the Facilities are referred to herein as the "Initial Lenders" and each individually as an "Initial Lender", with any entities having a commitment hereunder with respect to the Term Loan Facility in clause (a) above being herein called the "Initial Term Loan Lenders", any entities having a commitment hereunder with respect to the ABL Facility in clause (b) above being herein called the "Initial ABL Lenders" and any entities having a commitment hereunder with respect to the Bridge Facility in clause (c) above being herein called the "Initial Bridge Lenders". The commitments in respect of the Bridge Facility will immediately and automatically be reduced on a pro rata basis by the amount of the gross proceeds from any Notes issued prior to the Closing Date, the proceeds of which have been deposited into an escrow account pending release on the Closing Date.

It is agreed that (i) Goldman Sachs and Citi will act as joint lead arrangers and joint bookrunners for the Term Loan Facility (each in such capacity, a " ***Term Facility Lead Arranger*** ", and together with any Additional Commitment Party who becomes a joint lead arranger and joint bookrunner for the Term Loan Facility, collectively, the " ***Term Facility Lead Arrangers*** "); (ii) Goldman Sachs and Citi will act as joint lead arrangers and joint bookrunners for the ABL Facility (each, in such capacity, an " ***ABL Facility Lead Arranger*** ", and together with any Additional Commitment Party who becomes a joint lead arranger and joint bookrunner for the ABL Loan Facility, collectively, the " ***ABL Facility Lead Arrangers*** "); (iii) Citi and Goldman Sachs will act as joint lead arrangers and joint bookrunners for the Bridge Facility (each in such capacity, a " ***Bridge Lead Arranger*** ", and together with any Additional Commitment Party who becomes a joint lead arranger and joint bookrunner for the Bridge Facility, collectively, the " ***Bridge Lead Arrangers*** " and, together with the Term Facility Lead Arrangers and the ABL Facility Lead Arrangers, the " ***Lead Arrangers*** "); (iv) Goldman Sachs will act as administrative agent and collateral agent for the Term Loan Facility (in such capacity, the " ***Term Loan Administrative Agent*** "); (v) a Commitment Party to be designated by you will act as administrative agent and collateral agent for the ABL Facility (in such capacity, the " ***ABL Administrative Agent*** " and, together with the Term Loan Administrative Agent, the " ***Bank Administrative Agents*** ") and (vi) Citi will act as administrative agent for the Bridge Facility (in such capacity, the " ***Bridge Administrative Agent*** " and, together with the Bank Administrative Agents, the " ***Administrative Agents*** "). It is further agreed that (i) Goldman Sachs shall have "left" placement in any and all marketing materials or other documentation used in connection with the Term Loan Facility and shall have the roles and responsibilities customarily associated with such placement and Citi shall have placement to the immediate right of Goldman Sachs in any and all marketing materials or other documentation used in connection with the Term Loan Facility, (ii) a Commitment Party to be designated by you shall have "left" placement in any and all marketing materials or other documentation used in connection with the ABL Facility and shall have the roles and responsibilities customarily associated with such placement and (iii) Citi shall have "left" placement in

any and all marketing materials or other documentation used in connection with the Bridge Facility and shall have the roles and responsibilities customarily associated with such placement and Goldman Sachs shall have placement to the immediate right of Citi in any and all marketing materials or other documentation used in connection with the Bridge Facility. On or prior to September 19, 2015, you may appoint up to three additional joint lead arrangers and joint bookrunners and appoint other agents, co-agents or co-managers (any such joint lead arranger, joint bookrunner, agent, co-agent or co-manager, an " ***Additional Commitment Party*** ") or confer other titles in respect of any Facility in a manner and with economics determined by you (provided that (i) the economics shall be in proportion to the commitments assumed and such commitments shall be made ratably across the Facilities, (ii) each of Goldman Sachs and Citi shall have not less than 25% of the total economics for the Facilities on the Closing Date) (it being understood that, to the extent you appoint Additional Commitment Parties or confer other titles in respect of any Facility, the economics allocated to, and the amount of the commitments of, the Commitment Parties in respect of the relevant Facilities will be reduced ratably by the economics allocated to and the amount of the commitments of such appointed entities, upon the execution by such financial institution of customary joinder documentation and, thereafter, each such financial institution shall constitute a "Commitment Party" and "Initial Lender" hereunder and under the Fee Letter) and (iii) no Commitment Party or Additional Commitment Party shall receive more economics or compensation (other than with respect to administration fees payable to a Commitment Party or any of its affiliates in its capacity as administrative agent for any of the Facilities) for the Facilities than either Goldman Sachs or Citi hereunder. No compensation (other than that expressly contemplated by this Commitment Letter and the Fee Letter referred to below and other than in connection with any additional appointments referred to above) will be paid to any Lender in order to obtain its commitment to participate in the Facilities unless you and the Commitment Parties shall so agree.

The Lead Arrangers reserve the right, prior to or after the execution of the Facilities Documentation (as defined in Exhibit E), which we agree will be initially drafted by your counsel, to syndicate all or a portion of the Initial Lenders' respective commitments hereunder to a group of banks, financial institutions and other institutional lenders identified by the Lead Arrangers in consultation with you and reasonably acceptable to them and you with respect to the identity of such lenders (your consent not to be unreasonably withheld or delayed) including, without limitation, any relationship lenders designated by you and reasonably acceptable to the Lead Arrangers (such banks, financial institutions and other institutional lenders, together with the Initial Lenders, the " ***Lenders*** "); *provided* that, notwithstanding each Lead Arranger's right to syndicate the Facilities and receive commitments with respect thereto (but subject to the fourth paragraph of this Commitment Letter), it is agreed that (i) syndication of, or receipt of commitments or participations in respect of, all or any portion of an Initial Lender's commitments hereunder prior to the date of the consummation of the Acquisition and the date of the initial funding under the Facilities (the date of such funding, the " ***Closing Date*** ") shall not be a condition to such Initial Lender's commitments; (ii) except (x) as provided above with respect to appointments of Additional Commitment Parties or (y) with respect to assignments between GS Bank and GSLP, no Initial Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund the Facilities on the Closing Date) in connection with any syndication, assignment or participation of the Facilities, including its commitments in respect thereof, until after the initial funding of the Facilities has occurred and no assignment or novation shall become effective with respect to all or any portion of any Initial Lender's commitments in respect of the Facilities until after the initial funding of the Facilities; (iii) unless you otherwise agree in writing, each Commitment Party shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred and (iv) we will not syndicate our commitments to certain banks, financial institutions and other institutional lenders and investors (a) that have been separately identified in writing by you to us prior to the date of this Commitment Letter (or, if after such date, that are reasonably acceptable to the Lead Arrangers holding a majority of the aggregate amount of

outstanding financing commitments in respect of the Facilities on the date hereof (the " ***Majority Lead Arrangers*** ")), (b) those persons who are competitors of Dollar General, the Company and their respective subsidiaries, in each case, that are separately identified in writing by you to us from time to time, and (c) in the case of each of clauses (a) and (b), any of their affiliates (other than any such affiliate that is affiliated with a financial investor in such person and that is not itself an operating company or otherwise an affiliate of a competitor so long as such affiliate is a bona fide debt fund) that are either (a) identified by name in writing by you to us from time to time or (b) clearly identifiable on the basis of such affiliates' names; *provided* that any supplement to the list of Disqualified Lenders shall not apply retroactively to disqualify any person that previously acquired an assignment, participation or allocation in any Facility (clauses (a), (b) and (c) above, collectively, " ***Disqualified Lenders*** ").

Without limiting your obligations to assist with syndication efforts as set forth herein, it is understood that the Initial Lenders' commitments hereunder are not conditioned upon the syndication of, or receipt of commitments or participations in respect of, the Facilities and in no event shall the commencement or successful completion of syndication of the Facilities constitute a condition to the availability of the Facilities on the Closing Date. The Lead Arrangers intend to commence syndication efforts promptly upon the execution by each party of this Commitment Letter and as part of their syndication efforts, it is their intent to have Lenders commit to the Facilities prior to the Closing Date (subject to the limitations set forth in the preceding paragraph). You agree actively to assist the Lead Arrangers, until the later to occur of (such later date, the " ***Syndication Date*** ") (x) the consummation of the Acquisition and (y) the earlier to occur of (i) a Successful Syndication (as defined in the Fee Letter) and (ii) 30 days after the Closing Date, in completing a timely syndication that is reasonably satisfactory to them and you. Such assistance shall include, without limitation, (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit materially from your existing lending and investment banking relationships and the Company, (b) direct contact between senior management, representatives and advisors of you, on the one hand, and the proposed Lenders, on the other hand (and your using commercially reasonable efforts to ensure such contact between senior management, representatives and advisors of the Company, on the one hand, and the proposed Lenders, on the other hand), in all such cases at times and places mutually agreed upon, (c) your assistance, and your using commercially reasonable efforts to cause the Company to assist in the preparation of customary confidential information memoranda for the Facilities (any such memorandum, a " ***Confidential Information Memorandum*** ") and other marketing materials to be used in connection with the syndications, in each case, in a form customarily delivered in connection with comparable financings of comparable size of this type, by using commercially reasonable efforts to provide information and other customary materials reasonably requested in connection with such Confidential Information Memorandum no less than 15 consecutive business days prior to the Closing Date; *provided* that (i) November 28, 2014 shall not be a business day for purposes of calculating such period (and there shall not be a failure to achieve 15 consecutive business days solely by reason of such exclusion), (ii) if such period shall not have ended prior to December 19, 2014 it shall not commence prior to January 5, 2015 and (iii) if such period shall not have ended prior to August 21, 2015 it shall not commence prior to September 8, 2015, (d) using your commercially reasonable efforts to procure a corporate credit rating and a corporate family rating in respect of the Borrower from Standard & Poor's Ratings Services (" ***S&P*** ") and Moody's Investors Service, Inc. (" ***Moody's*** "), respectively, and ratings for each of the Term Loan Facility and the Notes from each of S&P and Moody's, in each case, prior to the launch of general syndication of the Term Loan Facility and/or the commencement of the marketing of the Notes, as applicable, (e) the hosting, with the Lead Arrangers, of two meetings (plus any additional meetings reasonably requested by the Lead Arrangers) of prospective Lenders at times and locations to be mutually agreed upon, (f) your ensuring (and with respect to the Company and its subsidiaries your using commercially reasonable efforts to ensure) that there shall be no competing issues of debt securities or commercial bank or other credit facilities of Dollar General, the Company, Newco or the Borrower or any subsidiaries of the foregoing being offered, placed or arranged (other than the Notes (or the issuance of

any “demand securities” issued in lieu of the Notes or other indebtedness issued in lieu of the Notes that has otherwise been consented to by the Majority Lead Arrangers (such consent not to be unreasonably withheld or delayed))) if such debt securities or commercial bank or other credit facilities would reasonably be expected to materially impair the primary syndication of the Facilities (it is understood and agreed that any deferred purchase price obligations, ordinary course working capital facilities, ordinary course capital lease, purchase money and equipment financings and any indebtedness incurred by the Company or any of its subsidiaries in accordance with the Agreement and Plan of Merger, dated as of July 27, 2014 (the “ ***Competitor Acquisition Agreement*** ”), by and among the Company, Dollar Tree, Inc., a Virginia corporation, and Dime Merger Sub, Inc., a Delaware corporation (other than any such indebtedness described on the disclosure schedules thereto), as in effect on the date hereof will not be deemed to materially impair the primary syndication of the Facilities) and (g) ensuring that (and, with respect to the Company and its subsidiaries, your using commercially reasonable efforts to ensure that) the ABL Administrative Agent shall have sufficient access to the Borrower and its domestic subsidiaries and the Company and its domestic subsidiaries, to complete field exams and inventory appraisals at least 15 calendar days prior to the Closing Date. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, neither the obtaining of the ratings referenced above nor the compliance with any of the other provisions set forth in clauses (a) through (g) above or any other provision of this paragraph shall constitute a condition to the commitments hereunder or the funding of the Facilities on the Closing Date or at any time thereafter.

The Lead Arrangers, in their capacities as such, will, in consultation with you, manage all aspects of any syndication of the Facilities, including decisions as to the selection of institutions reasonably acceptable to you to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate (subject to your consent rights and rights of appointment set forth in the second and third preceding paragraphs), the allocation of the commitments among the Lenders (in consultation with you) and the amount and distribution of fees among the Lenders (in consultation with you and subject, in each case, to your rights to appoint additional joint lead arrangers, joint bookrunners agents, co-agents or co-managers as set forth in the second preceding paragraph) from the amounts to be paid to the Commitment Parties pursuant to this Commitment Letter and the Fee Letter. To assist the Lead Arrangers in their syndication efforts, you agree promptly to prepare and provide (and to use commercially reasonable efforts to cause the Company to provide) to the Lead Arrangers all customary information with respect to you and the Company and each of your and its respective subsidiaries and the Transactions, including all financial information and projections (including financial estimates, budgets, forecasts and other forward-looking information, the “ ***Projections*** ”), as the Lead Arrangers may reasonably request in connection with the structuring, arrangement and syndication of the Facilities (which shall include, for the ABL Facility, monthly projections for the 12 month period immediately following the Closing Date, which in the case of projections of the Company and its subsidiaries, shall only be required to be provided to the extent available to you under the Competitor Acquisition Agreement or the Merger Agreement, as available). For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation binding upon you or any of your subsidiaries or affiliates or upon the Company or any of its subsidiaries or affiliates (*provided* that you agree to inform us promptly that such information is not being provided in accordance with the terms hereof). Notwithstanding anything herein to the contrary, the only historical financial statements that shall be required to be provided to the Commitment Parties in connection with the syndication of the Facilities shall be those required to be delivered pursuant to paragraphs 5 and 6 of Exhibit E.

It is understood that you have not entered into a definitive agreement providing for the acquisition of all outstanding equity interests of the Company and the requirement that you shall use commercially reasonable efforts to cause the Company to take certain actions pursuant to the two preceding paragraphs shall not become effective prior to such time at which you (or any of your subsidiaries) enter into such a definitive agreement.

You hereby represent and warrant that (and with respect to such information relating to the Company and its subsidiaries, to your knowledge), (a) all written information and written data (such information and data, other than (i) the Projections and (ii) information of a general economic or industry specific nature, the " ***Information*** ") that has been or will be made available to the Commitment Parties by or on behalf of you or any of your representatives, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished, and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time) and (b) the Projections that have been or will be made available to the Commitment Parties by or on behalf of you or any of your representatives have been or will be, prepared in good faith based upon assumptions that you believe to be reasonable at the time made and at the time the related Projections are so furnished to the Commitment Parties, it being understood that the Projections are as to future events and are not to be viewed as facts, that the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the later of the Closing Date and the Syndication Date, you become aware that any of the representations and warranties in the preceding sentence would be (with respect to the Company and its subsidiaries, to your knowledge) incorrect in any material respect if the Information and Projections were being furnished, and such representations and warranties were being made, at such time, then you will use commercially reasonable efforts to promptly supplement the Information and the Projections so that (with respect to Information and Projections relating to the Company and its subsidiaries, to your knowledge) such representations and warranties will be correct in all material respects under those circumstances. In arranging and syndicating the Facilities, the Commitment Parties will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof.

You hereby acknowledge that (a) the Lead Arrangers will make available Information and Projections to the proposed syndicate of Lenders by posting such Information and Projections on IntraLinks, SyndTrak Online or similar electronic means and (b) certain of the Lenders may be "public side" Lenders (i.e., Lenders that wish to receive only information that (i) is publicly available, or (ii) is not material with respect to you, the Company, your or its respective subsidiaries or the respective securities of any of the foregoing for purposes of United States federal and state securities laws (collectively, the " ***Public Side Information*** "; any information that is not Public Side Information, " ***Private Side Information*** ")) and who may be engaged in investment and other market-related activities with respect to you, the Company, any of your or its respective subsidiaries or the respective securities of any of the foregoing (each, a " ***Public Sider*** ", and each Lender that is not a Public Sider, a " ***Private Sider*** ").

If reasonably requested by the Lead Arrangers, you will use commercially reasonable efforts to assist us in preparing a customary additional version of the Confidential Information Memorandum to be used in connection with the syndication of the Facilities that includes only Public Side Information with respect to you, the Company, your and its respective subsidiaries and the respective securities of each of the foregoing to be used by Public Siders. It is understood that, in connection with your assistance described above, customary authorization letters will be included in any Confidential Information Memorandum that authorize the distribution of the Confidential Information Memorandum to prospective Lenders in a form customarily included in the Confidential Information Memorandum for comparable financings of comparable size and type, that contain the representations set forth in the second preceding

paragraph (which representations, as to the Company and its subsidiaries and their respective securities, in the case of authorization letters to be delivered by the Company, shall not be qualified by knowledge) (and the representation that the additional version of the Confidential Information Memorandum contains only Public Side Information with respect to you, the Company, your and its respective subsidiaries and the respective securities of each of the foregoing (other than as set forth in the following paragraph)) and the Confidential Information Memorandum shall exculpate you, the Company, your and their respective subsidiaries and us with respect to any liability related to the use or misuse of the contents of the Confidential Information Memorandum or any related marketing material by the recipients thereof.

You agree to use commercially reasonable efforts to identify that portion of the Information that may be distributed to the Public Siders as "PUBLIC". You agree that, subject to the confidentiality and other provisions of this Commitment Letter, the Lead Arrangers on your behalf may distribute the following documents to all prospective lenders in the form provided to you and to your counsel a reasonable time prior to their distribution, unless you or your counsel advise the Lead Arrangers in writing (including by email) within a reasonable time prior to their intended distribution that such material should only be distributed to Private Siders: (a) the Term Sheets, (b) interim and final drafts of the Facilities Documentation, (c) administrative materials prepared by the Lead Arrangers for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (d) changes in the terms of the Facilities. If you advise us that any of the foregoing items should be distributed only to Private Siders, then the Lead Arrangers will not distribute such materials to Public Siders without your consent.

As consideration for the commitments of the Initial Lenders hereunder and for the agreement of the Lead Arrangers to perform the services described herein, you agree to pay (or cause to be paid) the fees set forth in the Term Sheets and in the Fee Letter dated the date hereof and delivered herewith with respect to the Facilities (the " ***Fee Letter*** "), if and to the extent payable. Once paid, such fees shall not be refundable under any circumstances, except as otherwise contemplated by the Fee Letter.

The several commitments of the Initial Lenders hereunder to fund the Facilities on the Closing Date and the several agreements of the Lead Arrangers to perform the services described herein are subject solely to (a) the applicable conditions set forth in the section entitled "Conditions Precedent to Initial Borrowing" in Exhibit B hereto, in the section entitled "Conditions Precedent to Initial Extension of Credit" in Exhibit C hereto and in the section entitled "Conditions to Borrowing" in Exhibit D hereto and (b) the applicable conditions set forth in Exhibit E hereto, and upon satisfaction (or waiver by the Commitment Parties) of such conditions, the initial funding of the Facilities shall occur, it being understood that there are no conditions (implied or otherwise) to the commitments hereunder, including compliance with the terms of this Commitment Letter, the Fee Letter or the Facilities Documentation, other than those that are expressly stated in the section entitled "Conditions Precedent to Initial Borrowing" in Exhibit B hereto, in the section entitled "Conditions Precedent to Initial Extension of Credit" in Exhibit C hereto, in the section entitled "Conditions to Borrowing" in Exhibit D hereto and in Exhibit E hereto to be conditions to the initial funding under the Facilities on the Closing Date.

Notwithstanding anything to the contrary in this Commitment Letter (including each of the exhibits attached hereto), the Fee Letter, the Facilities Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (i) the only representations and warranties the making of which shall be a condition to the availability of the Facilities on the Closing Date shall be (A) such of the representations and warranties made by or on behalf of the Company with respect to the Company, its subsidiaries and their respective businesses in the Competitor Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that, as a result of a breach of such representations and warranties, the condition in Section 14(ii) of the Tender Offer (as

defined in Exhibit A) would be failed to be satisfied (to such extent, the " ***Company Representations*** ") and (B) the Specified Representations (as defined below) and (ii) the terms of the Facilities Documentation shall be in a form such that they do not impair the availability of the Facilities on the Closing Date if the conditions set forth in the section entitled "Conditions Precedent to Initial Borrowing" in Exhibit B hereto, in the section entitled "Conditions Precedent to Initial Extension of Credit" in Exhibit C hereto, in the section entitled "Conditions to Borrowing" in Exhibit D hereto and in Exhibit E hereto are satisfied (or waived by the Commitment Parties); *provided* that, to the extent any security interest in any Collateral (as defined in Exhibit B) is not or cannot be provided and/or perfected on the Closing Date (other than the pledge and perfection of the security interests (1) in the certificated equity securities of the Company and any material wholly-owned U.S. domestic subsidiaries of the Borrower (to the extent required by the Term Sheets (provided that any such certificated equity securities of any subsidiaries of the Company will be required to be delivered on the Closing Date only to the extent received from the Company after your use of commercially reasonable efforts to do so)) and (2) in other assets with respect to which a lien may be perfected by the filing of a financing statement under the Uniform Commercial Code) after your use of commercially reasonable efforts to do so or without undue burden or expense, then the provision and/or perfection of a security interest in such Collateral shall not constitute a condition precedent to the availability of the Facilities on the Closing Date but instead shall be required to be delivered and/or perfected after the Closing Date pursuant to arrangements and timing to be mutually agreed by the Bank Administrative Agents and the Borrower acting reasonably (but, in any event, not later than 90 days after the Closing Date or such longer period as may be agreed by the Bank Administrative Agents). For purposes hereof, " ***Specified Representations*** " means the representations and warranties made by the Borrower and the Guarantors to be set forth in the Facilities Documentation relating to the corporate or other organizational existence of the Borrower and the Guarantors, power and authority, due authorization, execution, delivery and enforceability, in each case related to the borrowing under, guaranteeing under, granting of security interests in the Collateral under, and performance of, the Facilities Documentation by the Borrower and the Guarantors; the incurrence of the loans and the provision of the Guarantees, in each case under the Facilities, and the granting of the security interests in the Collateral to secure the Senior Secured Facilities, not conflicting with the Borrower's or the Guarantors' constitutional documents; solvency as of the Closing Date (after giving effect to the Transactions) of the Borrower and its restricted subsidiaries on a consolidated basis (solvency to be defined in a manner in which solvency is defined in the solvency certificate to be delivered pursuant to paragraph 11 of Exhibit E); creation, validity and perfection of security interests in the Collateral to be perfected on the Closing Date (subject to permitted liens and the foregoing provisions of this paragraph relating to Collateral); Federal Reserve margin regulations; the use of loan proceeds not violating the PATRIOT Act, OFAC and FCPA; and the Investment Company Act. In each case, in connection with the Tender Offer, as long as the Second-Step Merger shall be consummated no later than 11:59 pm on the day of the initial funding of the Facilities, the Lead Arrangers will cooperate with you as reasonably required in coordinating the timing and procedures for the funding of the Facilities in a manner consistent with the Tender Offer, including, without limitation, (i) by structuring the Facilities as is reasonably necessary to avoid any conflict with the Federal Reserve margin regulations prior to the consummation of the Second-Step Merger and (ii) by agreeing that any Transaction shall be deemed to be consummated substantially contemporaneously with the initial Funding of the Facilities if such Transaction is reasonably expected to be consummated no later than 11:59 pm on the day of the initial funding of the Facilities (it being understood that failure to complete the Second-Step Merger by 11:59 pm on the day of the initial funding of the Facilities shall result in an immediate event of default under the Facilities Documentation). This paragraph, and the provisions herein, shall be referred to as the " ***Funding Conditions Provisions*** ".

You agree (a) to indemnify and hold harmless each of the Commitment Parties, its respective affiliates and the respective officers, directors, employees, agents, controlling persons, members and the successors and assigns of each of the foregoing (each, an " ***Indemnified Person*** ") from and against any

and all losses, claims, damages and liabilities of any kind or nature and reasonable and documented out-of-pocket expenses, joint or several, to which any such Indemnified Person may become subject, to the extent arising out of or in connection with any claim, litigation, investigation or proceeding, actual or threatened, relating to this Commitment Letter (including the Term Sheets), the Fee Letter, the Transactions, the Facilities or any related transaction contemplated hereby (any of the foregoing, a " ***Proceeding*** "), regardless of whether any such Indemnified Person is a party thereto and whether such Proceeding is brought by you or any other person, and to reimburse each such Indemnified Person upon demand for any reasonable and documented out-of-pocket legal fees and expenses incurred in connection with investigating or defending any of the foregoing by one firm of counsel for all Indemnified Persons, taken as a whole, and, if necessary, by a single firm of local counsel in each appropriate jurisdiction for all such Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter, after receipt of your consent (which consent shall not be unreasonably withheld or delayed), retains its own counsel, by another firm of counsel for such affected Indemnified Person) or other reasonable and documented out-of-pocket fees and expenses incurred in connection with investigating or defending any of the foregoing; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, agents, controlling persons, members or the successors of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach (or, in the case of a Proceeding brought by you, a breach) of the obligations of such Indemnified Person (or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, agents, controlling persons, members or the successors of any of the foregoing) under this Commitment Letter, the Fee Letter or the Facilities Documentation (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any Proceeding not arising from any act or omission by you or any of your affiliates that is brought by an Indemnified Person against any other Indemnified Person (other than disputes involving claims against any Lead Arranger or Administrative Agent in its capacity as such), and (b) to reimburse each Commitment Party and each Indemnified Person from time to time, upon presentation of a summary statement, for all reasonable and documented out-of-pocket expenses (including but not limited to expenses of each Commitment Party's due diligence investigation, consultants' fees (to the extent any such consultant has been retained with your prior written consent (such consent not to be unreasonably withheld or delayed)), syndication expenses, travel expenses and reasonable fees, disbursements and other charges of counsel to the Lead Arrangers identified in the Term Sheets and of a single firm of local counsel to the Lead Arrangers in each appropriate jurisdiction (other than any allocated costs of in-house counsel) or otherwise retained with your consent (such consent not to be unreasonably withheld or delayed)), in each case incurred in connection with the Facilities and the preparation of this Commitment Letter, the Fee Letter, the Facilities Documentation and any security arrangements in connection therewith (collectively, the " ***Expenses*** "); *provided* that, except as set forth in the Fee Letter, you shall not be required to reimburse any of the Expenses in the event the Closing Date does not occur.

Notwithstanding any other provision of this Commitment Letter, (i) no Indemnified Person shall be liable for any damages arising from the use by others of information or other materials obtained through internet, electronic, telecommunications or other information transmission systems (including IntraLinks or SyndTrak Online), except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or their officers, directors, employees, agents, controlling persons, members or the successors of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision) and (ii) none of we, you, the Company (or any of their respective affiliates), any subsidiaries of the foregoing or any Indemnified Person shall be liable for any indirect,

special, punitive or consequential damages (including, without limitation, any loss of profits, business or anticipated savings) in connection with this Commitment Letter, the Fee Letter, the Transactions (including the Facilities and the use of proceeds thereunder), or with respect to any activities related to the Facilities, including the preparation of this Commitment Letter, the Fee Letter and the Facilities Documentation; *provided* that nothing in this paragraph shall limit your indemnity and reimbursement obligations set forth in the immediately preceding paragraph.

You shall not be liable for any settlement of any Proceeding effected without your written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your written consent or if there is a final and non-appealable judgment by a court of competent jurisdiction for the plaintiff in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and reasonable and documented legal or other out-of-pocket expenses by reason of such settlement or judgment in accordance with and to the extent provided in the other provisions herein.

You shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such proceedings and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other persons in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. Neither the Commitment Parties nor any of their affiliates will use confidential information obtained from you or the Company by virtue of the transactions contemplated by this Commitment Letter or their other relationships with you in connection with the performance by them of services for other persons, and neither the Commitment Parties nor any of their affiliates will furnish any such information to other persons. You also acknowledge that neither the Commitment Parties nor any of their affiliates have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by them from other persons.

As you know, each Commitment Party and its respective affiliates is a full service securities firm engaged, either directly or through its affiliates, in various activities, including securities trading, commodities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, the Commitment Parties and their respective affiliates may actively engage in commodities trading or trade the debt and equity securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of you, the Company, any of your or their respective subsidiaries and affiliates and other companies which may be the subject of the arrangements contemplated by this letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. The Commitment Parties and their respective affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you, the Company, any of your or their respective subsidiaries and affiliates or other companies which may be the subject of the arrangements contemplated by this Commitment Letter or engage in commodities trading with any thereof.

Each Commitment Party and any of its respective affiliates is, or may at any time be, (a) a counterparty (in such capacities, the " ***Derivative Counterparties*** ") to you or the Company and/or any of your or their respective subsidiaries with respect to one or more agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, entered into by you or the Company (collectively, the " ***Derivatives*** ") or (b) a lender under the Dollar General Credit Facility (as defined in Exhibit A) (in such capacity, the " ***Existing Lender*** "). You acknowledge and agree for yourself and your subsidiaries that each Derivative Counterparty (a) will be acting for its own account as principal in connection with the Derivatives, (b) will be under no obligation or duty as a result of any Commitment Party's role in connection with the transactions contemplated by this Commitment Letter or otherwise to take any action or refrain from taking any action, or exercising any rights or remedies, that such Derivative Counterparty may be entitled to take or exercise in respect of the applicable Derivatives and (c) may manage its exposure to the Derivatives without regard any Commitment Party's role hereunder. You further acknowledge and agree for yourself and your subsidiaries that the Existing Lender (a) will be acting for its own account as principal in connection with the existing facilities, (b) will be under no obligation or duty as a result of any Commitment Party's role in connection with the transactions contemplated by this Commitment Letter or otherwise to take any action or refrain from taking any action (including with respect to voting for or against any requested amendments), or exercising any rights or remedies, that the Existing Lender may be entitled to take or exercise in respect of the existing facilities and (c) may manage its exposure to the existing facilities without regard to any Commitment Party's role hereunder.

As you know, Goldman Sachs has been retained by you (or one of your affiliates) as financial advisor (in such capacity, the " ***Financial Advisor*** ") in connection with the Acquisition. Each of the parties hereto agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor or Goldman Sachs and/or its affiliates' arranging or providing or contemplating arranging or providing financing for a competing bidder and, on the other hand, our and our affiliates' relationships with you as described and referred to herein.

The Commitment Parties and their respective affiliates may have economic interests that conflict with those of the Company and you. You agree that the Commitment Parties will act under this letter as independent contractors and that nothing in this Commitment Letter or the Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Commitment Parties and you and the Company, your and its respective shareholders or your and its respective affiliates. You acknowledge and agree that (i) the transactions contemplated by this Commitment Letter and the Fee Letter are arm's-length commercial transactions between the Commitment Parties, on the one hand, and you and the Company, on the other, (ii) in connection therewith and with the process leading to such transaction each Commitment Party is acting solely as a principal and not as agents or fiduciaries of you, the Company, your and its management, shareholders, creditors or any other person, (iii) the Commitment Parties have not assumed an advisory or fiduciary responsibility or any other obligation in favor of you with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether the Commitment Parties or any of their respective affiliates have advised or are currently advising you or the Company on other matters) except the obligations expressly set forth in this Commitment Letter and the Fee Letter and (iv) you have consulted your own legal, tax, accounting and financial advisors to the extent you deemed appropriate. You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. Please note that the Commitment Parties and their affiliates have not provided any legal, accounting, regulatory or tax advice. You agree that you will not

claim that the Commitment Parties (in their capacity as such) or their applicable affiliates, as the case may be, have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to you or your affiliates, in connection with the transactions contemplated by this Commitment Letter or the process leading thereto.

This Commitment Letter and the commitments hereunder shall not be assignable by any party hereto (other than, immediately prior to or on the Closing Date, by you to other U.S. domestic entities already existing or established in connection with the Transactions and controlled, directly or indirectly, immediately after giving effect to the Transactions, by Dollar General and having direct or indirect ownership and control over the Company, with all obligations and liabilities of you hereunder being assumed by such other entities upon the effectiveness of such assignment) without the prior written consent of each other party hereto (such consent not to be unreasonably withheld or delayed) (and any attempted assignment without such consent shall be null and void). This Commitment Letter and the commitments hereunder are intended to be solely for the benefit of the parties hereto (and Indemnified Persons) and are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons to the extent expressly set forth herein). Subject to the limitations otherwise set forth herein, each Commitment Party reserves the right to employ the services of its respective affiliates or branches in providing services contemplated hereby and to allocate, in whole or in part, to their affiliates or branches certain fees payable to such Commitment Party in such manner as such Commitment Party and its respective affiliates or branches may agree in their sole discretion and, to the extent so employed, such affiliates and branches shall be entitled to the benefits and protections afforded to, and subject to the provisions governing the conduct of, such Commitment Party hereunder. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (including the exhibits hereto) and the Fee Letter (i) are the only agreements that have been entered into among the parties hereto with respect to the Facilities and (ii) supersede all prior understandings, whether written or oral, among us with respect to the Facilities and sets forth the entire understanding of the parties hereto with respect thereto.

Each of the parties hereto agrees that (i) this Commitment Letter is a binding and enforceable agreement (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors’ rights generally and general principles of equity (whether considered in a proceeding in equity or law)) with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Facilities Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the funding of the Facilities is subject only to the conditions precedent as provided herein and (ii) the Fee Letter is a binding and enforceable agreement (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors’ rights generally and general principles of equity (whether considered in a proceeding in equity or law)) of the parties thereto with respect to the subject matter set forth therein.

THIS COMMITMENT LETTER AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK; *provided , however* , that it is understood and agreed that (a) the interpretation of the definition of “Company Material Adverse Effect” (as referenced in Exhibit E hereto)

(and whether or not such Company Material Adverse Effect has occurred) and (b) the determination of the accuracy of any Company Representations, in each case shall be governed by, and construed in accordance with, the laws of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY HERETO RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter, the Transactions or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter, the Transactions or the transactions contemplated hereby in any such New York State court or in any such Federal court and (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, New York County located in the Borough of Manhattan.

This Commitment Letter is delivered to you on the understanding that none of the Fee Letter and its terms or substance, or, prior to your acceptance hereof, this Commitment Letter and its terms or substance or the activities of any Commitment Party pursuant hereto or to the Fee Letter, shall be disclosed, directly or indirectly, to any other person or entity (including other lenders, underwriters, placement agents, advisors or any similar persons) except (a) to your subsidiaries and affiliates and your and their respective officers, directors, employees, agents, attorneys, accountants, tax advisors, financial advisors and other advisors and controlling persons who are informed of the confidential nature thereof, in each case on a confidential and need-to-know basis, (b) if the Commitment Parties consent to such proposed disclosure (such consent not to be unreasonably withheld or delayed) or (c) pursuant to the order of any court or administrative agency in any pending legal or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities, in each case based on the reasonable advice of your legal counsel (in which case, you agree, to the extent practicable and not prohibited by applicable law, rule or regulation, to inform us promptly thereof); *provided* that (i) you may disclose this Commitment Letter (but not the Fee Letter) and the contents hereof to the Company and its officers, directors, employees, agents, attorneys, accountants, tax advisors, financial advisors and other advisors and controlling persons, in each case on a confidential and need-to-know basis, (ii) you may disclose the Commitment Letter and its contents in any offering memoranda or private placement memoranda relating to the Notes, in any syndication or other marketing materials in connection with the Facilities (including any Confidential Information Memorandum and other customary marketing materials) or in connection with any public or regulatory filing requirement relating to the Transactions, (iii) you may disclose the Term Sheets and the other exhibits and annexes to the Commitment Letter and the contents thereof to potential Lenders and their affiliates involved in the related commitments, to equity investors and to rating agencies in connection with obtaining ratings for the Borrower and the Facilities, (iv) you may disclose the aggregate fees contained in the Fee Letter as part of Projections, pro forma information or a

generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Facilities and/or the Notes (or the issuance of any "demand securities" issued in lieu of the Notes or other indebtedness issued in lieu of the Notes that has otherwise been consented to by the Majority Lead Arrangers (such not consent not to be unreasonably withheld or delayed)) or in any public or regulatory filing requirement relating to the Transactions, (v) to the extent the amounts of fees, other economic terms and the market flex provisions set forth therein have been redacted in a customary manner as previously agreed by the parties hereto, you may disclose the Fee Letter and the contents thereof to the Company and its officers, directors, employees, agents, attorneys, accountants, advisors and controlling persons who are directly involved in the consideration of this matter, on a confidential and need-to-know basis, (vi) you may disclose this Commitment Letter (but not the Fee Letter) in any tender offer or proxy relating to the Transactions and (vii) you may disclose the Fee Letter and the contents thereof to any prospective Additional Commitment Party or prospective equity investor and their respective officers, directors, employees, attorneys, accountants and advisors, in each case on a confidential basis. You agree that you will permit us to review and approve (such approval not to be unreasonably withheld or delayed) any reference to us or any of our affiliates in connection with the Facilities or the transactions contemplated hereby contained in any press release or similar written public disclosure prior to public release. The confidentiality provisions set forth in this paragraph shall survive the termination of this Commitment Letter and expire and shall be of no further effect after the second anniversary of the date hereof.

Each Commitment Party and its affiliates will use all non-public information provided to any of them or such affiliates by or on behalf of you hereunder or in connection with the Transactions solely for the purpose of providing the services which are the subject of this Commitment Letter and negotiating, evaluating and consummating the transactions contemplated hereby and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge such information; *provided* that nothing herein shall prevent such Commitment Party from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process (in which case such Commitment Party agrees (except with respect to any routine or ordinary course audit or examination conducted by bank accountants or any governmental or bank regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform you promptly thereof prior to disclosure), (b) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or any of its affiliates (in which case such Commitment Party agrees (except with respect to any routine or ordinary course audit or examination conducted by bank accountants or any governmental or bank regulatory authority exercising examination or regulatory authority) to the extent practicable and not prohibited by applicable law, rule or regulation, to inform you promptly thereof prior to disclosure), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Commitment Party or any of its affiliates or any related parties thereto in violation of any confidentiality obligations owing to you, the Company or any of your or their respective subsidiaries or affiliates or related parties (including those set forth in this paragraph), (d) to the extent that such information is received by such Commitment Party from a third party that is not, to such Commitment Party's knowledge, subject to confidentiality obligations owing to you, the Company or any of your or their respective subsidiaries or affiliates or related parties, (e) to the extent that such information was already in our possession prior to any duty or other undertaking of confidentiality or is independently developed by the Commitment Parties without the use of such information, (f) to other Commitment Parties and such Commitment Party's affiliates and to its and their respective officers, directors, partners, employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with the Transactions and who are informed of the confidential nature of such information and who are subject to customary confidentiality obligations of professional practice or who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph) (with each such Commitment Party, to the

extent within its control, responsible for its controlled person's compliance with this paragraph), (g) to potential or prospective Lenders, hedge providers, participants or assignees (in each case subject to your consent rights specifically provided for herein with respect to such persons), in each case who agree (pursuant to customary syndication practice) to be bound by the terms of this paragraph (or language substantially similar to this paragraph); *provided* that (i) the disclosure of any such information to any Lenders, hedge providers or prospective Lenders, hedge providers or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender, hedge provider, prospective Lender or hedge provider, participant or prospective participant that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and each Commitment Party, including, without limitation, as agreed in any Information Materials or other marketing materials) in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information, which shall in any event require "click through" or other affirmative actions on the part of recipient to access such information and (ii) no such disclosure shall be made by such Commitment Party to any person that is at such time a Disqualified Lender, (h) for purposes of establishing a "due diligence" defense, (i) solely with respect to a disclosure of this Commitment Letter and the Fee Letter, as necessary to enforce their respective rights hereunder or under the Fee Letter, or (j) to rating agencies in connection with obtaining ratings for the Borrower, the Facilities and the Notes to the extent such rating agencies are subject to customary confidentiality obligations of professional practice or agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph). In addition, each Commitment Party may disclose the existence of the Facilities and the information about the Facilities to market data collectors, similar service providers to the lending industry and service providers to the Commitment Parties in connection with the administration and management of the Facilities. In the event that the Facilities are funded, the Commitment Parties' and their respective affiliates', if any, obligations under this paragraph, shall terminate automatically and be superseded by the confidentiality provisions in the Facilities Documentation upon the initial funding thereunder to the extent that such provisions are binding on such Commitment Parties. Otherwise, the confidentiality provisions set forth in this paragraph shall survive the termination of this Commitment Letter and expire and shall be of no further effect after the second anniversary of the date hereof.

The Fee Letter and the syndication, information, reimbursement (if applicable), compensation (if applicable in accordance with the terms hereof and the Fee Letter), indemnification, confidentiality, jurisdiction, governing law, sharing of information, absence of fiduciary relationship, waiver of jury trial, service of process and venue provisions contained herein shall remain in full force and effect regardless of whether the Facilities Documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the Commitment Parties' commitments hereunder; *provided* that your obligations under this Commitment Letter, other than those relating to confidentiality, payment of fees, "clear market", absence of fiduciary relationship and to the syndication of the Facilities and under the penultimate sentence of the ninth paragraph of this Commitment Letter, shall automatically terminate and be superseded by the corresponding provisions of the Facilities Documentation upon the initial funding thereunder, and you shall be automatically released from all liability in connection therewith at such time. You may terminate this Commitment Letter and/or the Initial Lenders' commitments (on a pro rata basis amongst the Initial Lenders) with respect to the Facilities (or portion thereof as selected by you) hereunder at any time subject to the provisions of the preceding sentence.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001, as amended from time to time, the "***PATRIOT Act***"), each of us and each of the Lenders may be required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information may include their names, addresses, tax identification numbers and other information that will allow each of us and the Lenders to identify the Borrower and Guarantors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each of us and each Lender.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letter by returning to the Bank Administrative Agents on behalf of the Commitment Parties executed counterparts hereof and of the Fee Letter not later than 8:30 a.m., New York City time, on September 10, 2014. The Initial Lenders' respective commitments hereunder and the obligations and agreements of the Commitment Parties contained herein will expire at such time in the event that the Bank Administrative Agents have not received such executed counterparts in accordance with the immediately preceding sentence. If you do so execute and deliver to us this Commitment Letter and the Fee Letter, this Commitment Letter and the commitments and undertakings of each of the Commitment Parties shall remain effective and available for you until the earliest to occur of (i) the termination of the Tender Offer by you prior to closing of the Acquisition (other than as a result of you, Newco and the Company entering into a Merger Agreement as defined in, and subject to the provisions and limitations set forth in, paragraph 1 of Exhibit E), (ii) after the execution of a Merger Agreement and prior to the consummation of the Transactions, the termination of the Merger Agreement by you (or your affiliates) or with your (or your affiliates') written consent or otherwise in accordance with its terms (other than with respect to provisions therein that expressly survive termination) prior to closing of the Acquisition, (iii) the consummation of the Acquisition with or without the funding of the Facilities and (iv) 11:59 p.m., New York City time, on June 10, 2015; *provided* that if the HSR Condition (as defined in the Tender Offer as in effect of the date hereof) shall not have been satisfied by such time, such time shall be extended to 11:59 p.m., New York City time, on September 10, 2015 (and if the Notes Marketing Period shall have commenced or recommenced on September 8, 2015, but not ended on September 10, 2015, the business day after the last day of the Notes Marketing Period) (the date specified in this clause (iv), as it may be extended, the "***Commitment Termination Date***"), subject in the case of the Bridge Facility to reduction upon the issuance of the Notes or other Securities on or prior to the Closing Date. Upon the occurrence of any of the events referred to in the preceding sentence, this Commitment Letter and the commitments of the Commitment Parties hereunder and the agreement of the Commitment Parties to provide the services described herein shall automatically terminate unless each of the Commitment Parties shall, in its sole discretion, agree to an extension.

[Remainder of this page intentionally left blank]

The Commitment Parties are pleased to have been given the opportunity to assist you in connection with the financing for the Acquisition.

Very truly yours,

GOLDMAN SACHS BANK USA

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

GOLDMAN SACHS LENDING PARTNERS, LLC

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

CITIGROUP GLOBAL MARKETS INC.

By: /s/ David Leland
Name: David Leland
Title: Managing Director

Accepted and agreed to as of
the date first above written:

DOLLAR GENERAL CORPORATION

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and
Chief Financial Officer

SCHEDULE 1

SENIOR SECURED FACILITIES COMMITMENTS

Commitment Party	ABL Facility	Term Loan Facility
Citigroup Global Markets Inc.	$1,250,000,000	$3,250,000,000
Goldman Sachs Bank USA	$ 500,000,000	$2,000,000,000
Goldman Sachs Lending Partners LLC	$ 750,000,000	$1,250,000,000

BRIDGE FACILITY COMMITMENTS

Commitment Party	Bridge Facility
Citigroup Global Markets Inc.	$1,625,000,000
Goldman Sachs Lending Partners LLC	$1,625,000,000

Acquisition of Family Dollar Stores, Inc.
Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit A is attached (the " ***Commitment Letter*** ") or in the Commitment Letter.

D3 Merger Sub, Inc., a newly created corporation organized under the laws of the State of Delaware (" ***Newco*** "), formed at the direction of (and a wholly owned subsidiary of) Dollar General Corporation or its affiliates (" ***Dollar General*** "), intends to acquire, directly or indirectly, all of the outstanding equity interests of Family Dollar Stores, Inc., a Delaware corporation (the " ***Company*** ").

In connection with the foregoing, it is intended that:

a) In connection with consummating the Acquisition (as defined below), Dollar General (in such capacity the " ***Borrower*** ") will make an initial borrowing under the Facilities and (if applicable) issue the Notes, the proceeds of which shall be used to consummate the Acquisition (the " ***Acquisition Consideration*** "), to redeem, repurchase, refinance or repay certain existing indebtedness of Dollar General, the Company and their respective subsidiaries, including the Repaid Indebtedness (as defined below) and the Company 2021 Notes (as defined below) (collectively, the " ***Refinancing*** "), and to pay fees, premiums and expenses incurred in connection with the Transactions (such fees, premiums and expenses, the " ***Transaction Costs*** ", and together with the Acquisition Consideration and the Refinancing, the " ***Acquisition Funds*** ").

b) Either (i) pursuant to a tender offer statement filed by you on the date hereof pursuant to Section 14(d)(1) of the Securities Exchange Act of 1934 (together with all items, exhibits and schedules thereto, the " ***Tender Offer*** ") for all outstanding shares of common stock, par value $0.10 per share (together with the associated preferred share purchase rights, the " ***Shares*** ") of the Company, you or one of your wholly-owned subsidiaries will acquire all Shares that have been validly tendered pursuant to the Tender Offer and, following the acceptance of payment thereof, pursuant to a Merger Agreement entered into in accordance with Exhibit E attached to the Commitment Letter, Newco will consummate a second-step merger with the Company (the " ***Second-Step Merger*** ") pursuant to Section 251(h) of the General Corporation Law of the State of Delaware with the Company being the surviving person, as a result of which the Company will be a wholly-owned subsidiary of the Borrower or (ii) pursuant to a Merger Agreement entered into in accordance with Exhibit E to the Commitment Letter, Newco will be merged with an into the Company with the Company being the surviving person (the acquisition of the Company, whether by way of the Tender offer and the Second-Step Merger or by way of a one-step merger pursuant to a Merger Agreement (the " ***Acquisition*** ").

c) Pursuant to the foregoing, the Borrower will obtain up to $9.00 billion under the Senior Secured Facilities ($6.50 billion under the Term Loan Facility (plus, at the Borrower's election, an additional amount required to fund any original issue discount or upfront fees in connection with the "flex" provisions of the Fee Letter) and $2.50 billion in commitments under the ABL Facility) and will either (i) issue up to the full amount of the Notes on or prior to the Closing Date with the proceeds deposited into an escrow account pending release on the Closing Date, and/or (ii) borrow up to the unissued amount of the contemplated $3.25 billion issuance in an aggregate principal amount of Bridge Loans, in each case on the Closing Date.

d) All amounts outstanding (other than contingent obligations) under and in connection with (i) the Company's 5.41% Series 2005-A Senior Notes due September 27, 2015 and the Company's 5.25% Series 2005-A Senior Notes due September 27, 2015 issued pursuant to that certain Note Purchase

Agreement, dated as of September 27, 2005, by and among the Company, Family Dollar Stores, Inc. and the purchasers named therein, (ii) the Company's Amended and Restated Five-Year Credit Agreement, dated as of November 13, 2013, by and among the Company as Borrower, Wells Fargo Bank, National Association, as Administrative Agent, and the lenders party thereto and the Company's Amended and Restated Four-Year Credit Agreement, dated as of November 13, 2013, by and among the Company, the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent and (iii) Dollar General's Credit Agreement, dated as of April 11, 2013 (the " ***Dollar General Credit Facility*** "), among Dollar General as Borrower, Citibank, N.A., National Association, as Administrative Agent, and the lenders party thereto (the indebtedness described under clauses (i), (ii) and (iii), collectively, the " ***Repaid Indebtedness*** "), in each case, will be repaid in full, all commitments in respect thereof will be terminated and all liens in respect thereof will be released and an offer will have been made to repurchase the Company's 5.00% Senior Unsecured Notes due February 1, 2021 (the " ***Company 2021 Notes*** ") (collectively, all transactions described in this paragraph (d), the " ***Refinancing Transactions*** ").

e) Any outstanding aggregate principal amount of the 4.125% Senior Notes due 2017, the 1.875% Senior Notes due 2018 and the 3.250% Senior Notes due 2023 (collectively, the " ***Existing Dollar General Notes*** "), each as issued pursuant to that certain Indenture, dated as of July 12, 2012, between Dollar General Corporation and U.S. Bank National Association, as trustee, as supplemented by the First Supplemental Indenture, dated as of July 12, 2012, the Third Supplemental Indenture, dated as of April 11, 2013, and the Fourth Supplemental Indenture, dated as of April 11, 2013 and all Company 2021 Notes that have not been repurchased by the holders thereof pursuant to the offer referred to in paragraph (d) above will remain outstanding.

The transactions described above and the payment of related fees and expenses are collectively referred to herein as the " ***Transactions*** ".

[Transaction Description]

Acquisition of Family Dollar Stores, Inc.
$6.5 billion Senior Secured Term Loan Facility
Summary of Principal Terms and Conditions

All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the other exhibits thereto.

Borrower :	Dollar General Corporation (the " ***Borrower*** ").
Transaction :	As set forth in Exhibit A to the Commitment Letter.
Term Loan Administrative Agent and Term Loan Syndication Agent(s) :	Goldman Sachs Bank USA (" ***GS Bank*** ") or one of its affiliates (collectively, " ***Goldman Sachs*** ") will act as sole and exclusive administrative agent and collateral agent (in such capacity, the " ***Term Loan Administrative Agent*** ") in respect of the Term Loan Facility (as defined below) for a syndicate of banks, financial institutions and other institutional lenders reasonably acceptable to the Borrower and excluding any Disqualified Lenders, and will perform the duties customarily associated with such roles and one or more financial institutions to be determined will act as syndication agent(s) in respect of the Term Loan Facility.
Joint Bookrunners and Lead Arrangers :	Goldman Sachs and Citi will act as joint lead arrangers and joint bookrunners (together with any additional joint bookrunner appointed pursuant to the Commitment Letter, the " ***Term Loan Lead Arrangers*** " and each in such capacity, a " ***Term Loan Lead Arranger*** ") and will perform the duties customarily associated with such roles. " ***Citi*** " shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate for the purposes described herein.
Other Agents :	The Borrower may designate additional financial institutions reasonably acceptable to the Majority Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned) to act as syndication agent, documentation agent or co-documentation agent as provided in the Commitment Letter.
Term Loan Facility :	A senior secured term loan facility in an aggregate principal amount of $6.5 billion (plus, at the Borrower's election, an amount required to fund any original issue discount or upfront fees in connection with the "flex" provisions of the Fee Letter) (the " ***Term Loan Facility*** "; the loans thereunder, the " ***Term Loans*** "; the lenders thereunder, the " ***Term Loan Lenders*** "). The Term Loan Facility shall be available to be drawn in U.S. Dollars only.
Incremental Term Facility :	The Term Loan Facility will permit the Borrower to add one or more incremental term loan facilities to the Term Loan Facility (each, an " ***Incremental Term Facility*** "), in an aggregate principal amount of up to (a) an amount such that, after giving effect to the incurrence of such amount and other pro forma adjustment events consistent with the Term Loan Documentation Precedent (but without giving effect to any amount incurred simultaneously using the Incremental Base Amount (as defined below) or under the ABL Facility), the First Lien Leverage Ratio (as defined below) for the most recently ended four-quarter period for which financial statements have been (or are required to have been) delivered is equal to or less than the greater of (x) 3.50:1.00

and (y) a First Lien Leverage Ratio that is 0.25x greater than the First Lien Leverage Ratio in effect on the Closing Date (such greater ratio, the " ***Pari Passu Ratio*** ") (assuming all such additional amounts were secured on a first lien basis, whether or not so secured) plus (b) the sum of (x) $3.0 billion and (y) all voluntary prepayments and voluntary commitment reductions of the Term Loan Facility prior to the date of any such incurrence (to the extent not funded with the proceeds of long term debt) (such amount, the " ***Incremental Base Amount*** "); *provided* that (i) no existing Term Loan Lender will be required to participate in any such Incremental Term Facility, (ii) no event of default exists, or would exist after, giving effect thereto (except in connection with permitted acquisitions or investments, including Limited Condition Acquisitions, where no payment or bankruptcy event of default will be the standard), (iii) the final maturity date and the weighted average life to maturity of any such Incremental Term Facility shall not be earlier than, or shorter than, as the case may be, the maturity date or the weighted average life to maturity, as applicable, of the Term Loan Facility, (iv) subject to the following paragraph, the pricing, interest rate margins, discounts, premiums, rate floors, fees and amortization schedule applicable to any Incremental Term Facility shall be determined by the Borrower and the lenders thereunder; (v) with respect to mandatory prepayments, no Incremental Term Facility shall participate on a greater than pro rata basis than the loans under the Term Loan Facility and (vi) any Incremental Term Facility shall be on terms and pursuant to documentation to be determined by the Borrower, *provided* that, to the extent such terms and documentation are not substantially consistent with the Term Loan Facility (except to the extent permitted by clause (iii) or (iv) above), they shall be reasonably satisfactory to the Term Loan Administrative Agent (except for covenants or other provisions applicable only to the periods after the latest maturity date of the Term Loan Facility) (it being understood to the extent that any financial maintenance covenant is added for the benefit of any Incremental Term Facility, no consent shall be required from the Term Loan Administrative Agent or any Term Loan Lender to the extent that such financial maintenance covenant is also added for the benefit of any then-existing Term Loan Facility).

If any Incremental Term Facility that is secured on a pari passu basis with the Term Loan Facility is incurred during the period commencing on the Closing Date and ending on the date that is 12 months after the Closing Date has an applicable interest rate that exceeds the applicable interest rate relating to the initial Term Loan Facility by more than 0.50% (the " ***MFN Margin*** "), the applicable interest rate relating to the initial Term Loan Facility shall be adjusted to be equal to the applicable interest rate relating to such Incremental Term Facility minus the MFN Margin at such time; *provided* that in determining such applicable interest rates, (x) original issue discount or upfront fees (which shall be deemed to constitute a like amount of original issue discount) paid by the Borrower to the lenders under such Incremental Term Facility (but exclusive of any arrangement, structuring or other fees payable in connection therewith that are not shared with lenders providing such Incremental Term Facility) and the initial Term Loan Facility (but exclusive of any arrangement, structuring or other fees payable in connection therewith that are not shared with lenders providing the initial Term Facility) in the initial primary syndication thereof shall be included and equated to interest rate (with original issue discount being equated to interest based on an assumed four-year life to maturity) and (y) any amendments to the applicable margin on the initial Term Loan Facility that became effective subsequent to the Closing Date but prior to the time of such Incremental Term Facility shall also be included in such calculations; *provided* , *further* , that, solely for the purpose of

determining whether an increase in the interest rate margins for the initial Term Loan Facility shall be required, (A) to the extent that LIBOR for a three month interest period (including after giving effect to any interest rate floor) on the closing date of any such Incremental Term Facility is less than 0.75%, the amount of such difference shall be deemed added to the interest margin for the initial Term Loan Facility and (B) to the extent that LIBOR, as applicable to the initial Term Loan Facility for a three month interest period (including after giving effect to any interest rate floor) on the closing date of any such Incremental Term Facility is less than the interest rate floor, if any, applicable to any such Incremental Term Facility, the amount of such difference shall be deemed added to the interest rate margins for the loans under the Incremental Term Facility.

As used herein, (a) " ***First Lien Leverage Ratio*** " means the ratio of total net debt for borrowed money secured by first priority liens on any assets of any Credit Party, including capital leases and purchase money obligations (calculated net of unrestricted cash and cash equivalents other than the proceeds of Incremental Term Facilities to be drawn at such time) to trailing four-quarter EBITDA (as defined below) and (b) " ***Total Leverage Ratio*** " means the ratio of total net debt for borrowed money of the Borrower and its restricted subsidiaries, including capital leases and purchase money obligations (calculated net of unrestricted cash and cash equivalents and other than the proceeds of Incremental Term Facilities to be drawn at such time) to trailing four-quarter EBITDA.

" ***EBITDA*** " shall be defined in a manner consistent with the Term Loan Documentation Principles and in any event shall include, without limitation, add backs, deductions and adjustments, as applicable, without duplication, for (a) non-cash items (including related to stock-based compensation), (b) extraordinary, unusual or non-recurring items, (c)(x) restructuring charges, accruals or reserves and related charges and (y) expenses and charges (including restructuring and integration charges) in connection with, or incurred by or on behalf of, the Borrower or any of its restricted subsidiaries in connection with implementing cost savings, operating expense reductions and cost synergies described in clauses (d) and (e) below, (d) pro forma adjustments, pro forma cost savings, operating expense reductions and cost synergies, in each case, related to mergers and other business combinations, acquisitions, divestitures and other specified transactions (including in respect of the pro forma adjustments and addbacks set forth in clause (c) above) consummated by the Borrower and projected by the Borrower in good faith to result from actions taken or expected to be taken (in the good faith determination of the Borrower) within eight fiscal quarters after the date any such transaction is consummated, (e) "run rate" cost savings, operating expense reductions and synergies projected by the Borrower in good faith to result from actions either taken or expected to be taken within 24 months after the date of determination to take such action, so long as such cash savings and synergies are reasonably identifiable and factually supportable, (f) any costs or expenses incurred relating to environmental remediation, litigation or other disputes in respect of events and exposures that occurred prior to the Closing Date, (g) purchase accounting adjustments, (h) certain costs and expenses in connection with management equity plans, (i) fees (including legal, financing, advisory and consulting fees), expenses and costs incurred in connection with the Transactions, including implementation costs, costs for lease terminations and costs to achieve synergies, (j) the early extinguishment of indebtedness, hedging obligations or other derivative instruments, and currency gains/losses or movements in the mark to market valuations

	of indebtedness, foreign currencies, hedging obligations or other derivative instruments and (k) adjustments and add backs reflected in the financial model delivered to the Lead Arrangers on August 12 and August 13, 2014 in connection with the Facilities (the " ***Model*** ").
	The Term Loan Facility will permit the Borrower to utilize availability under the Incremental Term Facility to issue first lien notes or junior lien secured indebtedness (in each case, subject to customary intercreditor terms to be mutually agreed and set forth in an exhibit to the definitive documentation for the Term Loan Facility (the " ***Intercreditor Terms*** ")) or unsecured indebtedness, with the amount of such secured or unsecured indebtedness reducing the aggregate principal amount available for the Incremental Term Facility; *provided* that such secured or unsecured indebtedness (i) does not mature on or prior to the maturity date of, or have a shorter weighted average life to maturity than, loans under the Term Loan Facility, (ii) reflects market terms at the time of incurrence or issuance (it being understood that, to the extent that any financial maintenance covenant is added for the benefit of any such debt, such financial maintenance covenant shall also be added for the benefit of any then-existing Term Loan Facility), (iii) there shall be no borrower or guarantor in respect of any such indebtedness that is not the Borrower or a Guarantor, (iv) if secured, such indebtedness shall not be secured by any assets of the Borrower or its subsidiaries that is not Collateral (the limitations set forth in clauses (i) – (iv) above, the " ***Secured Debt Limitations*** ") and (v) if secured on a subordinated basis to the Term Loan Facility or unsecured, such indebtedness that is incurred utilizing availability under the Incremental Term Facility shall be treated as if secured on a *pari passu* basis with the Term Loan Facility for purposes of calculating the First Lien Leverage Ratio.
Purpose/Use of Proceeds :	The proceeds of borrowings under the Term Loan Facility will be used by the Borrower, on the date of the initial borrowing under the Term Loan Facility (the " ***Closing Date*** "), together with the proceeds of the issuance of the Notes and/or borrowings of the Bridge Loans and cash on hand of the Company and Dollar General, solely to provide Acquisition Funds.
Availability :	The Term Loan Facility will be available in a single drawing on the Closing Date. Amounts borrowed under the Term Loan Facility that are repaid or prepaid may not be reborrowed.
Interest Rates and Fees :	As set forth on Annex I hereto.
Default Rate :	During the continuance of any payment or bankruptcy event of default, with respect to overdue principal, the applicable interest rate plus 2.00% per annum, and with respect to any other overdue amount, including overdue interest, the interest rate applicable to ABR loans (as defined in Annex I hereto) plus 2.00% per annum.
Final Maturity and Amortization :	The Term Loan Facility will mature on the date that is seven years after the Closing Date and, commencing on the last day of the first full fiscal quarter ending after the Closing Date, will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00% of the original principal amount of the Term Loan Facility with the balance payable on the seventh anniversary of the Closing Date.

The Term Loan Documentation shall contain "amend and extend" provisions consistent with the Term Loan Documentation Precedent pursuant to which any individual Term Loan Lender may agree to extend (which may include, among other things, an increase in the interest rates payable with respect to such extended loans, which extensions shall not be subject to any "default stopper", financial tests or "most favored nation pricing provisions") the maturity date of any class of Term Loans (including any Incremental Term Loans), in each case, upon the request of the Borrower and without the consent of any other Term Loan Lender (it is understood that (i) no existing Term Loan Lender will have any obligation to commit to any such extension and (ii) each Term Loan Lender under the class being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other Term Loan Lender under such class).

Guarantees : All obligations of the Borrower (the " ***Term Loan Obligations*** ") under (i) the Term Loan Facility, (ii) at the written request of the Borrower, interest rate protection, commodity trading or hedging, currency exchange or other non-speculative hedging or swap arrangements (other than any obligation of any Guarantor to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act (a " ***Swap*** "), if, and to the extent that, all or a portion of the guarantee by such Guarantor of, or the grant by such Credit Party of a security interest to secure, such Swap (or any guarantee thereof) is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof)) entered into by the Borrower or any of its restricted subsidiaries with any Term Loan Lender or any affiliate of a Term Loan Lender at the time of entering into such arrangement or any other person (the " ***Term Lender Hedging Arrangements*** ") and (iii) at the written request of the Borrower, cash management and treasury arrangements entered into by the Borrower or any of its restricted subsidiaries with any Term Loan Lender or any affiliate of a Term Loan Lender at the time of entering into such arrangement or any other person (" ***Term Lender Treasury Arrangements*** ") will be unconditionally guaranteed jointly and severally on an equal priority senior secured basis (the " ***Guarantees*** ") by each existing and subsequently acquired or organized direct or indirect wholly-owned U.S. restricted subsidiary of the Borrower (including, after consummation of the Acquisition, the Company and its subsidiaries) (other than any such subsidiary (a) that is a subsidiary of a non-U.S. subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code (a " ***CFC*** "), (b) that is a U.S. subsidiary substantially all of the assets of which consist of the equity or debt of one or more direct or indirect non-U.S. subsidiaries that are CFCs (a " ***CFC Holding Company*** "), (c) that has been designated as an unrestricted subsidiary, (d) that is below a materiality threshold (based on assets or revenues) to be agreed, (e) that is not permitted by law, regulation or contract to provide such guarantee (with respect to any such contractual restriction, only to the extent existing on the Closing Date or the date on which the applicable person becomes a direct or indirect subsidiary of the Borrower (and not created in contemplation of such acquisition)), or would require governmental (including regulatory) consent, approval, license or authorization to provide such guarantee, (unless such consent, approval, license or authorization has been received), or for which the provision of such guarantee would result in a material adverse tax consequence to the Borrower or one of its subsidiaries (as reasonably determined by the Borrower in consultation with the Term Loan Administrative Agent), (f) that is a captive insurance company or special purpose entity (including

not for profit entities) or (g) that is a restricted subsidiary acquired pursuant to a Permitted Acquisition (to be defined in a manner consistent with the Term Loan Documentation Principles)) financed with secured indebtedness permitted to be incurred pursuant to the Term Loan Documentation as assumed indebtedness (and not incurred in contemplation of such Permitted Acquisition) and any restricted subsidiary thereof that guarantees such indebtedness, in each case, to the extent such secured indebtedness prohibits such subsidiary from becoming a Guarantor) (solely to the extent such restrictions were not created in contemplation of such acquisition) (the " ***Guarantors*** "; and together with the Borrower, the " ***Credit Parties*** "). In addition, certain subsidiaries may be excluded from the guarantee requirements under the Term Loan Documentation in circumstances where the Borrower and the Term Loan Administrative Agent reasonably agree that the cost of providing such a guarantee is excessive in relation to the value afforded thereby. Any guarantees to be issued in respect of the Notes or the Bridge Loans (x) will be equal in right of payment with the obligations under the Guarantees and (y) will automatically be released upon the release of the corresponding guarantees under the Term Loan Facility.

Subject to only the restricted payment covenant in the Term Loan Documentation and no continuing event of default, the Borrower may designate any subsidiary (other than the Company) as an "unrestricted subsidiary" and subsequently redesignate any such unrestricted subsidiary as a restricted subsidiary. Redesignation of any "unrestricted subsidiary" as a "restricted subsidiary" shall require compliance with the debt and lien negative covenants in the Term Loan Documentation. Unrestricted subsidiaries will be excluded from the guarantee requirements and will not be subject to the representations and warranties, covenants, events of default or other provisions of the Term Loan Documentation, and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of calculating any financial metric contained in the Term Loan Documentation except to the extent of distributions received therefrom.

Security :

Subject to the limitations set forth below in this section, and, on the Closing Date, the Funding Conditions Provisions, the Term Loan Obligations, the Guarantees and any Term Lender Hedging Arrangements or Term Lender Treasury Arrangements will be secured by substantially all of the present and after acquired assets of each of the Credit Parties (collectively, but excluding the Excluded Assets (as defined below), the " ***Collateral*** "), including (a) a perfected pledge of all the capital stock of each direct, wholly owned material restricted subsidiary held by any Credit Party (which pledge, in the case of any CFC Holding Company or CFC of a U.S. entity shall be limited to 65% of the voting capital stock and 100% of the non-voting capital stock of such foreign or U.S. subsidiary) and (b) a perfected security interest in substantially all other tangible and intangible assets of the Credit Parties (including but not limited to accounts receivable, inventory, equipment, general intangibles, investment property, owned real property, intellectual property and the proceeds of the foregoing). The security interest in the Collateral securing the Term Loan Obligations will be shared with the security interest in the Collateral securing the ABL Obligations (as defined in Exhibit C) subject to the priority and intercreditor arrangements set forth under "Security" in Exhibit C.

Notwithstanding anything to the contrary, the Collateral shall exclude the following: (i) any fee owned real property with a value of less than an amount to be agreed (with all required mortgages being permitted to be delivered post-closing) and all leasehold

interests in real property (including requirements to deliver landlord lien waivers, estoppels and collateral access letters), (ii) motor vehicles and other assets subject to certificates of title, letter of credit rights (other than to the extent such rights can be perfected by filing a UCC-1) and commercial tort claims below a threshold to be agreed, (iii) except to the extent a security interest therein can be perfected by filing a UCC-1, any assets specifically requiring perfection through control, control agreements or other control arrangements (other than delivery of certificated pledged capital stock to the extent required above), including deposit accounts, securities accounts and commodities accounts, (iv) those assets over which the granting of security interests in such assets would be prohibited by contract (including permitted liens, leases and licenses), applicable law or regulation (in each case, except to the extent such prohibition is unenforceable after giving effect to applicable provisions of the Uniform Commercial Code, other than proceeds thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibitions) or to the extent that such security interests would require obtaining the consent of any governmental authority or would result in materially adverse tax consequences as reasonably determined by the Borrower in consultation with the Term Loan Administrative Agent, (v) any foreign collateral or credit support, (vi) margin stock and, to the extent requiring the consent of one or more third parties or prohibited by the terms of any applicable organizational documents, joint venture agreement or shareholders' agreement, equity interests in any person other than wholly-owned material restricted subsidiaries, (vii) those assets as to which the Term Loan Administrative Agent and the Borrower reasonably determine in writing that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Term Loan Lenders of the security to be afforded thereby, (viii) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, (ix) any lease, license or other agreement or any property subject to a purchase money security interest, capital lease obligation or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money, capital lease or similar arrangement or create a right of termination in favor of any other party thereto (other than the Borrower or a Guarantor) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition, (x) other exceptions to be mutually agreed or that are usual and customary for facilities of this type consistent with the Term Loan Documentation Principles, (xi) capital stock of entities that are not subsidiaries under the Term Loan Documentation and (xii) any governmental licenses or state or local franchises, charters, authorizations, to the extent a security interest in each such licenses, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction). The foregoing described in clauses (i) through (xii) are, collectively, the "***Excluded Assets***".

In addition, (a) control agreements shall not be required with respect to any deposit accounts, securities accounts or commodities accounts (other than accounts for which control agreements are required to be obtained or for which the ABL Administrative Agent has obtained control, in each case, as required by Exhibit C) and no perfection actions shall be required with respect to promissory notes evidencing debt for borrowed money in a principal amount of less than an amount to be agreed, (b) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S.

jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the U.S. or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction) and (c) to the extent the creation of a lien on any Collateral would trigger a requirement to ratably secure the Existing Dollar General Notes or Company 2021 Notes, as applicable, with the Term Loan Facility, the Existing Dollar General Notes or Company 2021 Notes, as applicable, shall be granted the benefit of liens on the Collateral on a pari passu basis with the liens on the Collateral securing the Term Loan Facility to the extent required to avoid a breach (solely with respect to the failure to ratably secure such notes) under the definitive documentation with respect to the Existing Dollar General Notes or Company 2021 Notes, as applicable; *provided* , that the collateral agent for the Term Loan Facility shall have the sole and exclusive right to direct and control the Collateral (subject in all respects to the Intercreditor Agreement), and in no event shall the trustee with respect to the Existing Dollar General Notes or Company 2021 Notes, as applicable, have the right to direct or control the Collateral, or consent to, the actions of the collateral agent for the Term Loan Facility.

All the above-described pledges, security interests and mortgages shall be created and perfected on terms consistent with the Term Loan Documentation Principles, and none of the Collateral shall be subject to other pledges, security interests or mortgages, other than liens securing the ABL Obligations with the priority described in Exhibit C and subject to customary exceptions for financings of this kind consistent with the Term Loan Documentation Principles.

Intercreditor Agreement : The relative rights and priorities in the Collateral for the secured parties in (a) the ABL Facility and (b) the Term Loan Facility will be set forth in a customary intercreditor agreement as between the collateral agent for the Term Loan Facility, on the one hand, and the collateral agent for the ABL Facility, on the other hand (the " ***Intercreditor Agreement*** "). The Intercreditor Agreement shall give due regard to the Term Facility Documentation Principles and the ABL Documentation Principles and shall permit the joinder of collateral agent(s) representing tranches of secured indebtedness permitted by the ABL Facility and the Term Loan Facility having liens with a priority corresponding or junior to the parties thereto and shall provide for the grant of customary non-exclusive trademark and other intellectual property licenses to the secured parties under the ABL Facility in connection with any enforcement against the ABL Priority Collateral.

Mandatory Prepayments : The Term Loans shall be prepaid with (a) commencing with the first full fiscal year of the Borrower to occur after the Closing Date, 50% of Excess Cash Flow (to be defined in a manner consistent with the Term Loan Documentation Principles (and, in any event, to include deduction for all cash restructuring charges and certain restricted payments in cash)) of the Borrower, with a reduction to 25% and 0% based upon achievement of First Lien Leverage Ratios (for the most recently ended four quarter fiscal period for which financial statements have been (or are required to have been) delivered) of 2.50:1.00 and 2.00:1.00, respectively; *provided* that any voluntary prepayments or commitment reductions of loans (including prepayments at a discount to par offered to all Lenders under the Term Loan Facility or under any Incremental Term Facility, with credit given for the actual amount of the cash payment) may, at the option of the Borrower, be credited against excess cash flow prepayment

obligations of any fiscal year (including payments made after year-end and prior to the time such Excess Cash Flow prepayment is due, *provided that* , such amounts shall not reduce Excess Cash Flow in such fiscal year) on a dollar-for-dollar basis (other than to the extent such prepayments are funded with the proceeds of long-term indebtedness) (with the First Lien Leverage Ratio (for the most recently ended four quarter fiscal period for which financial statements have been (or are required to have been) delivered) of the Borrower for purposes of determining the applicable Excess Cash Flow percentage above, recalculated to give pro forma effect to any such pay down or reduction (including payments made after year-end and prior to the time such Excess Cash Flow prepayment is due, *provided that* , such amounts shall not reduce Excess Cash Flow in such fiscal year)); (b) 100% of the net cash proceeds received from the incurrence of indebtedness by the Borrower or any of its restricted subsidiaries (other than indebtedness permitted under the Term Loan Facility (other than Refinancing Debt)); and (c) 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by the Borrower and its restricted subsidiaries (including insurance and condemnation proceeds) in excess of an amount to be agreed for each individual asset sale or disposition and an amount to be agreed in the aggregate for any fiscal year (with only the amount in excess of such annual limit required to be offered to prepay) and subject to the right of the Borrower to reinvest such proceeds if such proceeds are reinvested (or committed to be reinvested) within 450 days and, if so committed to reinvestment, reinvested within 6 months thereafter, and other exceptions to be agreed upon. Notwithstanding the foregoing, mandatory prepayments shall be limited to the extent that the Borrower determines that such prepayments would either (i) result in material adverse tax consequences or (ii) be prohibited or delayed by applicable law, rule or regulation.

Mandatory prepayments required under the Term Loan Documentation may, if required pursuant to the terms of any other indebtedness secured pari passu with the Term Loan Facility, be applied to the Term Loans and such other pari passu indebtedness, in each case on a ratable basis based on the outstanding principal amounts thereof.

Mandatory prepayments shall be applied to the remaining amortization payments under the Term Loan Facility or Incremental Term Facility as directed by the Borrower (and absent such direction, in direct order of maturity thereof).

Any Term Loan Lender may elect not to accept any mandatory prepayment made pursuant to clause (a) or (c) above (each a " ***Declining Lender*** "). Any prepayment amount declined by a Declining Lender, subject to any prepayment requirements of the Notes, the ABL Facility, and/or Bridge Facility, may be retained by the Borrower and shall be added to the Available Amount Basket (as defined below).

Voluntary Prepayments : Voluntary prepayments of borrowings under the Term Loan Facility and any Incremental Term Facility will be permitted at any time, in minimum principal amounts and with notice periods to be agreed upon, without premium or penalty (except as set forth in the "Soft Call" section below), subject to reimbursement of the Term Loan Lenders' redeployment costs actually incurred in the case of a prepayment of LIBOR borrowings other than on the last day of the relevant interest period. All voluntary prepayments of the Term Loan Facility and any Incremental Term Facility will be applied to the remaining amortization payments under the Term Loan Facility or such Incremental Term Facility, as directed by the Borrower (and absent such

direction, in direct order of maturity thereof), including to any class of extending or existing Loans in such order as the Borrower may designate, and shall be applied to either the Term Loan Facility or any Incremental Term Facility as determined by the Borrower.

Soft Call : Any voluntary prepayment or refinancing (other than a refinancing of the initial Term Loan Facility in connection with any transaction that would, if consummated, constitute a change of control or Transformative Acquisition (as defined below)) of all or any portion of the initial Term Loan Facility with other broadly syndicated term loans under credit facilities with a lower Effective Yield (as defined below) than the Effective Yield of the initial Term Loan Facility, or any amendment (other than an amendment of the initial Term Loan Facility in connection with any transaction that would, if consummated, constitute a change of control or Transformative Acquisition) that reduces the Effective Yield of the Term Loan Facility (such prepayment, refinancing or amendment, a " ***Repricing Transaction*** "), in either case that occurs prior to the six month anniversary of the Closing Date and the primary purpose of which is to lower the Effective Yield on the Term Loan Facility, shall be subject to a prepayment premium of 1.00% of the principal amount of the initial Term Loans subject to Repricing Transaction.

As used above, (a) " ***Transformative Acquisition*** " shall mean any acquisition by the Borrower or any restricted subsidiary that is not permitted by the terms of the Term Loan Documentation immediately prior to the consummation of such acquisition and (b) " ***Effective Yield*** " shall mean, as of any date of determination, the sum of (i) the higher of (A) the LIBOR rate on such date for a deposit in dollars with a maturity of one month and (B) the LIBOR floor, if any, with respect thereto as of such date, (ii) the interest rate margins as of such date (with such interest rate margin and interest spreads to be determined by reference to the LIBOR rate) and (iii) the amount of original issue discount and upfront fees thereon (converted to yield assuming a four-year average life and without any present value discount).

Documentation : The definitive documentation for the Term Loan Facility (collectively, the " ***Term Loan Documentation*** ") will be "covenant-lite" with incurrence-based covenants and will contain the terms set forth in this Exhibit B and shall be substantially consistent with the Credit Agreement, dated as of April 13, 2014, by and among Nautilus Acquisition Holdings, Inc., as Holdings, Nautilus Merger Sub, Inc., as the Initial Borrower, Vision Holdings Corp., as the Surviving Borrower, National Vision, Inc., as the Borrower, Goldman Sachs Bank USA, as the Administrative Agent, the Collateral Agent, the Swingline Lender and a Lender, Morgan Stanley, as the Letter of Credit Issuer and the other financial institutions from time to time party thereto (the " ***Term Loan Documentation Precedent*** "), as modified to reflect the removal of the revolving facility, the operational and strategic requirements of the Borrower and its subsidiaries (after giving effect to the Transactions) in light of their size, industries, total assets, businesses and business practices, locations, operations, financial accounting, the Projections and the Model (such precedent and requirements, the " ***Term Loan Documentation Principles*** "). Notwithstanding the foregoing, the only conditions to the availability of the Term Loan Facility on the Closing Date shall be the applicable conditions set forth in the "Conditions Precedent to Initial Borrowing" section below and in Exhibit E to the Commitment Letter.

Limited Condition Acquisition :	For purposes of (i) determining compliance with any provision of the Term Loan Documentation which requires the calculation of the First Lien Leverage Ratio, the Total Leverage Ratio, Interest Coverage Ratio or the Fixed Charge Coverage Ratio (as defined in Exhibit C), (ii) determining compliance with representations, warranties, defaults or events of default or (iii) testing availability under baskets set forth in the Term Loan Documentation (including baskets measured as a percentage of EBITDA), in each case, in connection with an acquisition by one or more of the Borrower and its restricted subsidiaries of any assets, business or person permitted to be acquired by the Term Loan Documentation, in each case whose consummation is not conditioned on the availability of, or on obtaining, third party financing (any such acquisition, a " ***Limited Condition Acquisition*** "), at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Acquisition, an " ***LCA Election*** "), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Condition Acquisition are entered into (the " ***LCA Test Date*** "), and if, after giving pro forma effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith as if they had occurred at the beginning of the most recent test period ending prior to the LCA Test Date, the Borrower could have taken such action on the relevant LCA Test Date in compliance with such financial ratio or basket, such financial ratio or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower has made an LCA Election and any of the financial ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such financial ratio or basket (including due to fluctuations of the target of any Limited Condition Acquisition) solely as a result of fluctuations in EBITDA (as opposed to any incurrence, disposition or restricted payment) at or prior to the consummation of the relevant transaction or action, such baskets or financial ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Borrower has made an LCA Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any financial ratio or basket availability with respect to restricted payments on or following such date of the execution of the definitive agreement and prior to the earlier of the date on which such acquisition is consummated or such definitive agreement is terminated or expires without consummation of such acquisition, any such financial ratio or basket shall be calculated (and tested) on a pro forma basis assuming that such Limited Condition Acquisition has been consummated and also calculated (and tested) on a pro forma basis assuming that such Limited Condition Acquisition has not been consummated.
Conditions Precedent to Initial Borrowing :	The availability of the initial borrowing and other extensions of credit under the Term Loan Facility will be subject solely to (x) the applicable conditions set forth in Exhibit E to the Commitment Letter, (y) the Company Representations and the Specified Representations being true and correct in all material respects (*provided* that any such Specified Representations which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) and (z) the delivery of a customary borrowing notice. All representations and warranties in the Term Loan Documentation will be required to be made in connection with the extension of credit on the Closing Date, except that the failure of any representation or warranty (other than the Specified Representations

and the Company Representations) to be true and correct on the Closing Date will not constitute the failure of a condition precedent to funding or a default under the Facilities.

Representations and Warranties : Limited to the following (to be applicable to the Borrower and its restricted subsidiaries): organizational status; power and authority, qualification, execution, delivery and enforceability of Term Loan Documentation; with respect to the execution, delivery and performance of the Term Loan Documentation, no violation of, or conflict with, law, charter documents or material agreements (including existing material indebtedness); litigation; Federal Reserve margin regulations; material governmental approvals with respect to the execution, delivery and performance of the Term Loan Documentation; Investment Company Act; PATRIOT Act; use of proceeds will not violate OFAC and FCPA; accuracy of disclosure and financial statements; since the Closing Date, no Material Adverse Effect (to be defined in a manner consistent with the Term Loan Documentation Precedent); taxes; ERISA; subsidiaries; intellectual property; creation, validity, priority and perfection of security interests; environmental laws; properties; use of proceeds; consolidated closing date solvency; subject, in the case of each of the foregoing representations and warranties, to qualifications and limitations for materiality consistent with the Term Loan Documentation Principles.

Affirmative Covenants : Limited to the following (to be applicable to the Borrower and its restricted subsidiaries): delivery of annual and quarterly financial statements and other information (with 90 days for delivery of the first annual financial statements and 60 and 45 days for annual and quarterly financials thereafter, respectively), and with annual financial statements to be accompanied by an audit opinion from nationally recognized auditors that is not subject to qualification as to "going concern" or the scope of such audit other than solely with respect to, or resulting solely from (i) an upcoming maturity date under any of the Facilities within one year from the time such opinion is delivered or (ii) any potential inability to satisfy any financial maintenance covenant on a future date or in a future period); delivery of notices of defaults and certain material events; inspections (including books and records and subject to frequency (so long as there is no ongoing event of default) and cost reimbursement limitations); maintenance of organizational existence and rights and privileges; maintenance of insurance; commercially reasonable efforts to maintain ratings from S&P and Moody's (but not to maintain a specific rating); payment of taxes; corporate franchises; compliance with laws (including environmental laws, OFAC and FCPA); ERISA; good repair; transactions with affiliates; changes in fiscal year; additional guarantors and collateral; use of proceeds; changes in lines of business; and further assurances on collateral matters; subject, in the case of each of the foregoing covenants, to exceptions and qualifications consistent with the Term Loan Documentation Principles, including a provision pursuant to which any information covenant may be complied with by making the applicable information publicly available through filings with the SEC.

Negative Covenants : Limited to (to be applicable to the Borrower and its restricted subsidiaries): limitations on the incurrence of debt; liens (which shall permit junior or pari passu priority liens on the Collateral as described below); fundamental changes; restrictions on subsidiary distributions; asset sales (which shall be permitted subject to (i) a 75% cash consideration requirement (with the ability to designate certain non-cash assets as cash), (ii) with respect to certain asset sales, a fair market value requirement, and (iii) a

requirement that the proceeds of asset sales be applied in accordance with "Mandatory Prepayments"); and restricted payments (including investments and prepayments, repurchases or redemptions of junior lien and payment subordinated indebtedness and the Notes (which shall allow for (i) separate baskets for each of dividends, investments and prepayments, repurchases or redemptions of junior lien and payment subordinated indebtedness and the Notes, and (ii) unlimited restricted payments subject to compliance with a pro forma Total Leverage Ratio (for the most recently ended four-quarter period for which financial statements have been (or are required to have been) delivered) that is less than the greater of (x) 3.00:1.00 and (y) a Total Leverage Ratio of 1.25x less than the Total Leverage Ratio on the Closing Date (such greater ratio, the " ***Restricted Payment Ratio*** ")).

The negative covenants will be subject, in the case of each of the foregoing covenants to exceptions, qualifications and "baskets" to be set forth in the Term Loan Documentation that are substantially consistent with the exceptions, qualifications and "baskets" set forth in Term Loan Documentation Precedent, but at least proportionately adjusted to reflect the size of the Borrower's business and otherwise consistent with the Term Loan Documentation Principles; *provided* that, subject to the Term Loan Documentation Principles, all monetary baskets will include basket builders based on a percentage of the EBITDA of the Borrower and its restricted subsidiaries equivalent to no less than the initial monetary amount of such baskets.

The Borrower or any restricted subsidiary will, in any case, be permitted:

(a) to incur indebtedness if, after giving effect thereto, the Interest Coverage Ratio (as defined below) would be at least 2.00 to 1.00 (such indebtedness, " ***Ratio Debt*** ") in the form of (i)(x) indebtedness (other than loans) secured by the Collateral on a pari passu basis as long as the First Lien Leverage Ratio, calculated on a pro forma basis after giving effect to such incurrence (but without giving effect to any indebtedness incurred using the Incremental Base Amount or under the ABL Facility), is equal to or less than the Pari Passu Ratio, or (y) loans or other indebtedness secured by the Collateral on a junior basis, so long as, in the case of clauses (x) and (y), the lender, the agent, the noteholder or the trustee, as applicable, of any indebtedness that is secured by the Collateral enters into a customary intercreditor agreement consistent with the Intercreditor Terms and such indebtedness complies with the Secured Debt Limitations, and/or (ii) unsecured indebtedness; *provided* that there shall be a limit for Ratio Debt to be incurred by restricted subsidiaries that are not Guarantors;

(b) to incur indebtedness in the form of (i)(x) senior secured notes secured by the Collateral and (y) secured loans or notes ranking junior to the liens securing the Term Loan Facility, so long as, in the case of the clauses (x) and (y), the lender, the agent, the noteholder or the trustee, as applicable, therefor enters into a customary intercreditor agreement consistent with the Intercreditor Terms or (ii) unsecured loans or notes (" ***Refinancing Debt*** "); *provided* that such Refinancing Debt (i) has a final maturity date and weighted average life to maturity no earlier or shorter than the final stated maturity or weighted average life to maturity, as applicable, of the initial Term Loan Facility, (ii) has covenants no more restrictive (taken as a whole) than those under the applicable Term Loan Facility as reasonably determined by the Borrower (except for covenants applicable only to the periods after the final stated maturity date of the applicable Term Loan Facility) (it being understood that to the extent that any financial maintenance covenant is added for the benefit of the existing indebtedness,

no consent shall be required from the Administrative Agent or any Lender and such newly incurred indebtedness shall not be deemed to be more restrictive solely because of such financial maintenance covenant) and (iii) the net cash proceeds of such Refinancing Debt are used to repay the Term Loan Facility on a pro rata basis at par;

(c) to incur indebtedness to finance an acquisition (" ***Acquisition Debt*** ") so long as the Interest Coverage Ratio (calculated on a pro forma basis) shall either be (i) greater than or equal to the Interest Coverage Ratio immediately prior to such transactions or (ii) at least 2.00:1.00, in either case, recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available; *provided* that there will be a sublimit to be agreed for non-Guarantors; and

(d) to incur indebtedness under a general debt basket in an amount equal to the greater of $750.0 million and a corresponding percentage of EBITDA on the Closing Date which may be secured to the extent permitted by the lien covenant.

The Borrower or any restricted subsidiary will be permitted to make acquisitions of persons that become Restricted Subsidiaries or of assets (including assets constituting a business unit, line of business or division) or capital stock (each, a " ***Permitted Acquisition*** ") subject to the following terms and conditions: (a) before and after giving effect thereto, no payment or bankruptcy event of default has occurred and is continuing, (b) after giving effect thereto, the Borrower is in compliance with the permitted lines of business covenant and (c) solely to the extent required by, and subject to the limitations set forth in "Guarantees" and "Security" above, the acquired company and its subsidiaries (other than any subsidiaries of the acquired company designated as an unrestricted subsidiary as provided in "Unrestricted Subsidiaries" below) will become Guarantors and pledge their Collateral to the Term Loan Administrative Agent.

In addition, the restricted payment covenant shall include an " ***Available Amount Basket*** ", which shall mean a cumulative amount equal to (a) a dollar amount to be agreed, plus (b) EBITDA less 1.5x Fixed Charges (defined in a manner consistent with the Term Loan Documentation Precedent), plus (c) the cash proceeds of new public or private equity issuances of any parent of the Borrower or the Borrower (other than disqualified stock) to the extent the proceeds thereof are contributed to the Borrower as qualified equity and are not a Specified Equity Contribution, plus (d) capital contributions to the Borrower made in cash, cash equivalents or other property (other than disqualified stock), plus (e) the net cash proceeds received by the Borrower from debt and disqualified stock issuances that have been issued after the Closing Date and which have been exchanged or converted into qualified equity (such amounts attributable to clauses (c), (d) and (e) above, the " ***Available Equity Basket*** "), plus (f) the net cash proceeds received by the Borrower and its restricted subsidiaries from sales of investments made using the Available Amount Basket, plus (g) returns, profits, distributions and similar amounts received by the Borrower and its restricted subsidiaries on investments made using the Available Amount Basket, plus (h) the investments of the Borrower and its restricted subsidiaries in any unrestricted subsidiary out of the Available Amount Basket that has been re-designated as a restricted subsidiary or that has been merged or consolidated with or into the Borrower or any of its restricted subsidiaries; plus (i) any prepayment amounts declined by a Declining Lender *provided* that use of the Available Amount Basket for (x) dividends and distributions in respect of capital stock of the Borrower (or any of

its direct or indirect parent companies) and stock repurchases and (y) the prepayment, repurchase or redemption of junior lien and payment subordinated indebtedness and the Notes, shall in each case be subject to (other than the amount of the Available Amount Basket attributable to clauses (a), (c), (d) and (e) above) pro forma compliance with an Interest Coverage Ratio of at least 2.00:1.00 and the absence of any event of default.

" ***Interest Coverage Ratio*** " shall be defined as the ratio of EBITDA to Consolidated Interest Expense for the most recently completed four fiscal quarter periods for which financial statements have been (or were required to have been) delivered for such period.

" ***Consolidated Interest Expense*** " shall be defined as cash interest expense (including that attributable to capital leases), net of cash interest income, of the Borrower and it restricted subsidiaries with respect to all outstanding indebtedness of the Borrower and its restricted subsidiaries, including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under hedging agreements, but excluding, for the avoidance of doubt, (a) amortization of deferred financing costs, debt discounts or premiums, debt issuance costs, commissions, fees and expenses, pay-in-kind interest expense and any other amounts of non-cash interest (including as a result of the effects of acquisition method accounting or pushdown accounting), (b) the accretion or accrual of discounted liabilities during such period, (c) non-cash interest expense attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards Codification No. 815-Derivatives and Hedging and (d) any one-time cash costs associated with breakage in respect of hedging agreements for interest rates.

Financial Covenants : None.

Events of Default : Limited to the following (to be applicable to the Borrower and its restricted subsidiaries): nonpayment of principal when due; nonpayment of interest or other amounts after a customary five business day grace period; violation of covenants (subject, in the case of affirmative covenants (other than notices of default and maintenance of the Borrower's existence), to a thirty day grace period); incorrectness of representations and warranties in any material respect (subject to a thirty day grace period in the case of misrepresentations that are capable of being cured); cross default and cross acceleration to material indebtedness (provided that a breach of the Financial Covenant applicable to the ABL Facility will not constitute an event of default until the date on which the ABL Loans and ABL Commitments have been accelerated or terminated); bankruptcy and insolvency of the Borrower or any of its significant restricted subsidiaries (with a 60 day grace period for involuntary events); material monetary judgments; ERISA events; actual or asserted invalidity of material guarantees or security documents; and change of control, subject to thresholds, notice and grace period provisions consistent with the Term Loan Documentation Principles *provided* that it shall be an automatic event of default if the Acquisition is consummated pursuant to the Tender Offer and the Second-Step Merger is not consummated by 11:59 pm on the Closing Date.

Voting :	Amendments and waivers of the Term Loan Documentation will require the approval of Term Loan Lenders holding more than 50% of the aggregate amount of the Term Loans (the " ***Required Term Loan Lenders*** "), except that (i) the consent of each Term Loan Lender directly and adversely affected thereby shall be required with respect to: (A) increases in the commitment of such Term Loan Lender, (B) reductions of principal, interest or fees owing to such Term Loan Lender (it being understood that the waiver of any default, event of default or mandatory prepayment shall not constitute a reduction of principal, interest or fees), (C) extensions or postponement of final maturity or the scheduled date of payment of any principal, interest or fees (it being understood that the waiver of any default, event of default or mandatory prepayment shall not constitute such an extension or postponement) and (D) releases of all or substantially all of the value of the Guarantees or releases of liens on all or substantially all of the Collateral, (ii) the consent of 100% of the Term Loan Lenders will be required with respect to modifications to any of the voting percentages that result in a decrease of voting rights for Term Loan Lenders and (iii) customary protections for the Term Loan Administrative Agent will be provided. The Term Loan Facility shall contain provisions consistent with the Term Loan Documentation Principles permitting the Borrower to replace non-consenting Term Loan Lenders in connection with amendments and waivers requiring the consent of all Term Loan Lenders or of all Term Loan Lenders directly affected thereby so long as the Required Term Loan Lenders shall have consented thereto. The Term Loan Facility shall also contain usual and customary provisions regarding defaulting lenders.
Cost and Yield Protection :	The Term Loan Documentation will include cost and yield protection provisions (including customary Dodd-Frank and Basel III provisions, to apply to the extent the applicable Term Loan Lender is generally imposing such charges on other similarly situated borrowers under comparable syndicated credit facilities), with provisions protecting the Term Loan Lenders from withholding tax liabilities consistent with the Term Loan Documentation Precedent; *provided* that requests for additional payments due to increased costs from market disruption shall be limited to circumstances generally affecting the banking market and when Term Loan Lenders holding a majority of the Term Loans have made such a request. The Term Loan Facility shall contain provisions regarding the timing for asserting a claim under these provisions and permitting the Borrower to replace a Term Loan Lender who asserts such claim without premium or penalty.
Assignments and Participations :	The Term Loan Lenders will be permitted to assign (other than to Disqualified Lenders) Term Loans with the consent of the Borrower (not to be unreasonably withheld or delayed) (any such consent shall be deemed to be given after 10 business days' notice if the Borrower has failed to respond to a request to consent to an assignment); *provided* , that upon request by any Term Loan Lender, the list of Disqualified Lenders shall be made available to such Term Loan Lender; *provided* , further that the Term Loan Administrative Agent shall not be liable for any assignments made by any Term Loan Lender to a Disqualified Lender; *provided* , further that any supplement to the list of Disqualified Lenders shall not apply retroactively to disqualify any person that previously acquired an assignment, participation or allocation in a Term Loan Facility; *provided*, further that no consent of the Borrower shall be required (i) after the occurrence and during the continuance of a payment or bankruptcy event of default (with respect to the Borrower) or (ii) for

assignments of Term Loans to any existing Term Loan Lender or an affiliate of an existing Term Loan Lender or an approved fund. All assignments will require the consent of the Term Loan Administrative Agent unless such assignment is an assignment of Term Loans to another Term Loan Lender, an affiliate of a Term Loan Lender or an approved fund, not to be unreasonably withheld or delayed. Assignments to natural persons shall be prohibited. Each assignment will be in an amount of an integral multiple of $5.0 million or, if less, all of such Term Loan Lender's remaining loans and commitments of the applicable class. Assignments will not be required to be pro rata among the Senior Secured Facilities. The Term Loan Administrative Agent shall receive a processing and recordation fee of $3,500 for each assignment (unless waived by the Term Loan Administrative Agent).

The Term Loan Lenders will be permitted to sell participations in the Term Loan Facility without restriction, other than as set forth in the next sentence, and in accordance with applicable law. Voting rights of participants shall be limited to matters in respect of (a) increases in commitments participated to such participants, (b) reductions of principal, interest or fees, (c) extensions of final maturity or the scheduled date of payment of any principal, interest or fees and (d) releases of all or substantially all of the value of the Guarantees or all or substantially all of the Collateral.

The Term Loan Documentation shall provide that (a) Term Loans may be purchased and assigned on a non-pro rata basis through (i) open market purchases and (ii) Dutch auction or similar procedures that are offered to all Lenders on a pro rata basis in accordance with customary procedures and subject to customary restrictions in each case consistent with the Term Loan Documentation Principles and (b) the Borrower and any affiliates of the Borrower shall be eligible assignees with respect to Term Loans only; *provided* that any such Term Loans acquired by the Borrower or any of its respective subsidiaries shall be retired and cancelled promptly upon acquisition thereof.

Expenses and Indemnification : The Borrower shall pay, if the Closing Date occurs, all reasonable and documented out-of-pocket expenses of the Term Loan Administrative Agent and the Commitment Parties (without duplication) in connection with the syndication of the Term Loan Facility and the preparation, execution, delivery, administration, amendment, waiver or modification and enforcement of the Term Loan Documentation (including the reasonable fees and expenses of counsel identified herein and of a single firm of local counsel in each appropriate jurisdiction (other than any allocated costs of in-house counsel) or otherwise retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed)).

The Borrower will indemnify and hold harmless the Term Loan Lead Arrangers, the Term Loan Administrative Agent, the Commitment Parties and the Term Loan Lenders (without duplication) and their respective affiliates, and the officers, directors, employees, agents, controlling persons, members and the successors and assigns of the foregoing (each, an " ***Indemnified Person*** ") from and against any and all losses, claims, damages and liabilities of any kind or nature and reasonable and documented out-of-pocket expenses, joint or several, to which any such Indemnified Person may become subject, in each case, to the extent arising out of or in connection with any claim, litigation, investigation or proceeding, actual or threatened, relating to the Transactions (including the financing contemplated hereby) (any of the foregoing,

a " ***Proceeding*** ") (regardless of whether any such Indemnified Person is a party thereto and whether any such proceeding is brought by the Borrower or any other person) and to reimburse each such Indemnified Person upon demand for any reasonable and documented out-of-pocket fees and expenses incurred in connection with investigating or defending any of the foregoing or in connection with the enforcement of the Term Loan Documentation by one firm of counsel for all Indemnified Persons, taken as a whole, and, if necessary, by a single firm of local counsel in each appropriate jurisdiction for all such Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter, after receipt of your consent (which consent shall not be unreasonably withheld or delayed), retains its own counsel, by another firm of counsel for such affected Indemnified Person); *provided* that no Indemnified Person will be indemnified for any losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, agents, controlling persons, members or the successors of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach (or, in the case of a Proceeding brought by a Credit Party, a breach) of the obligations of such Indemnified Person or any of such Indemnified Person's affiliates or any of the officers, directors, employees, advisors, agents or other representatives of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any claim, litigation, investigation or other proceeding not arising from any act or omission by the Borrower or its affiliates that is brought by an Indemnified Person against any other Indemnified Person (other than disputes involving claims against any Term Loan Lead Arranger or the Term Loan Administrative Agent in their capacity as such).

Governing Law and Forum : New York.

Counsel to the Agents : Latham & Watkins LLP.

Interest Rates :

The interest rates under the Term Loan Facility will be as follows:

At the option of the Borrower, initially, LIBOR plus 3.00% or ABR plus 2.00%.

The Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if available to all relevant Term Loan Lenders, 12 months or a shorter period) for LIBOR borrowings.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans based on the Prime Rate) and interest shall be payable at the end of each interest period and, in any event, at least every 3 months and on the applicable maturity date.

" ***ABR*** " is the highest of (i) the rate of interest publicly announced by the Term Loan Administrative Agent as its prime rate in effect at its principal office in New York City (the " ***Prime Rate*** ") (ii) the federal funds effective rate from time to time plus 0.50%, and (iii) LIBOR applicable for an interest period of one month plus 1.00%; *provided* that ABR shall be deemed to be no less than 1.75% per annum.

" ***LIBOR*** " is the London interbank offered rate for dollars, for the relevant interest period; *provided* that LIBOR shall be deemed to be no less than 0.75% per annum.

Acquisition of Family Dollar Stores, Inc.
$2.50 billion Senior Secured Asset-Based Revolving Credit Facility
Summary of Principal Terms and Conditions

All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the other exhibits thereto.

Borrowers :	Dollar General Corporation (the " ***Parent Borrower*** ") and each other Credit Party designated by the Parent Borrower as a Borrower (collectively with the Parent Borrower, the " ***Borrowers*** "), on a joint and several basis.
Transaction :	As set forth in Exhibit A to the Commitment Letter.
ABL Administrative Agent and ABL Syndication Agent(s) :	A financial institution to be designated by you in a manner consistent with the Commitment Letter will act as sole and exclusive administrative agent and collateral agent (in such capacity, the " ***ABL Administrative Agent*** ") in respect of the ABL Facility, for a syndicate of banks, financial institutions and other institutional lenders reasonably acceptable to the ABL Lead Arrangers (as defined below) and the Borrowers (together with the Agents, the " ***ABL Lenders*** "), and will perform the duties customarily associated with such roles, and one or more financial institutions to be determined will act as syndication agent(s) in respect of the ABL Facility.
Joint Bookrunners and Lead Arrangers :	Citi and Goldman Sachs will act as joint lead arrangers and joint bookrunners (together with any additional joint bookrunner appointed pursuant to the Commitment Letter in such capacity, each an " ***ABL Lead Arranger*** " and, collectively, the " ***ABL Lead Arrangers*** "). " ***Citi*** " shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate for the purposes described herein.
Other Agents :	The Parent Borrower may designate additional financial institutions reasonably acceptable to the Majority Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned) to act as syndication agent, documentation agent or co-documentation agent as provided in the Commitment Letter.
ABL Facility :	U.S. Dollar denominated senior secured asset-based revolving credit facility in an aggregate principal amount of $2.5 billion (the " ***ABL Facility*** "; the loans thereunder, the " ***ABL Loans*** "; the commitments thereunder, the " ***ABL Commitments*** "), of which up to $300.0 million will be available in the form of Letters of Credit (as defined below). The ABL Facility shall be available to be drawn in U.S. Dollars only. In connection with the ABL Facility, the ABL Administrative Agent (or one of its affiliates) (in such capacity, the " ***Swingline Lender*** ") will make available to the Borrowers on a joint and several basis a swingline facility in U.S. dollars under which the Borrowers may make short-term borrowings (on same-day notice in minimum amounts to be mutually agreed and integral multiples to be mutually agreed) of up to $100.0

million (the " ***Swingline Facility*** "; the loans thereunder, the " ***Swingline Loans*** "). Except for purposes of calculating the Commitment Fee described below, any such swingline borrowings will reduce availability under the ABL Facility on a dollar-for-dollar basis.

Each ABL Lender shall, promptly upon request by the Swingline Lender, fund to the Swingline Lender its pro rata share of any swingline borrowings.

Provisions shall be agreed with respect to Swingline Loans outstanding or to be made when an ABL Lender is a Defaulting Lender (as defined below).

The ABL Facility will permit the Borrowers to increase commitments under the ABL Facility (any such increase, an " ***Incremental ABL Facility*** ") up to an amount such that the aggregate amount of ABL Commitments does not exceed $3.0 billion; *provided* that (i) no existing Lender will be required to participate in any such Incremental ABL Facility, (ii) no event of default or default exists, or would exist after, giving effect thereto (*provided* that the standard shall be no payment or bankruptcy event of default in connection with a Limited Condition Acquisition or other similar investment made using a last-out Incremental ABL Facility), (iii) any Incremental ABL Facility (other than a last-out Incremental ABL Facility) shall be made in the form of increases in commitments under the ABL Facility on identical terms (other than arranging, upfront or similar fees) and pursuant to documentation applicable to the ABL Facility (including the maturity date in respect thereof (provided the interest margins applicable to the ABL Facility (other than a last-out Incremental ABL Facility) may be increased if necessary to be identical to that for the Incremental ABL Facility)) and (iv) any last-out Incremental ABL Facility shall reflect market terms at the time of its incurrence (it being understood to the extent that any financial maintenance covenant is added for the benefit of any such last-out Incremental ABL Facility, such financial maintenance covenant shall also be added for the benefit of the initial ABL Facility). The Borrowers may, but shall not be required to, seek commitments in respect of any Incremental ABL Facility from existing ABL Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and additional banks, financial institutions and other institutional lenders who will become ABL Lenders in connection therewith so long as such new ABL Lenders are reasonably acceptable to the ABL Administrative Agent and (if such consent would be required as described under the heading "Assignments and Participations" for an assignment of loans or commitments, as applicable, to such new ABL Lender) the Swingline Lender and the Issuing Bank.

Purpose : The Letters of Credit and proceeds of borrowings under the ABL Facility will be used by the Borrowers and their respective subsidiaries for working capital and for other general corporate purposes, including the financing of permitted acquisitions and other permitted investments and permitted dividends and other distributions on account of the capital stock of the Parent Borrower, and to finance a portion of the Acquisition Funds.

Availability :	Up to an amount of $1.575 billion (plus, at the option of the Parent Borrower, (i) any amounts required to fund any original issue discount or upfront fees in connection with the "flex" provisions of the Fee Letter, (ii) the amount of any interest paid on any Securities that have been funded into escrow prior to the Closing Date and/or (iii) Letters of Credit that may be issued or continued under the ABL Facility on the Closing Date in order to roll over, backstop or replace letters of credit outstanding on the Closing Date; *provided* that in no event shall availability on the Closing Date exceed $1.8 billion) of ABL Loans will be available on the Closing Date to finance the Transactions including such original issue discount or upfront fees and including the amount of Letters of Credit rolled over, backstopped or replaced on the Closing Date. Otherwise, ABL Loans and Letters of Credit under the ABL Facility will be available at any time prior to the final maturity of the ABL Facility, in minimum principal amounts and with notice periods to be agreed upon. Amounts repaid under the ABL Facility may be reborrowed. Overall borrowing availability under the ABL Facility will be equal to the lesser of (a) the aggregate amount of ABL Commitments and (b) the Borrowing Base (such lesser amount at any time, the " ***Line Cap*** "). " ***Excess Availability*** " means at any time (x) the Line Cap minus (y) the sum of the aggregate outstanding amount of ABL Loans, swingline borrowings under the ABL Facility, unreimbursed drawings under Letters of Credit and the undrawn amount of outstanding Letters of Credit under the ABL Facility.
Borrowing Base :	The Borrowing Base (the " ***Borrowing Base*** ") under the ABL Facility at any time shall equal the sum of (a) 90% of the eligible credit card receivables of the Credit Parties plus (b) 90% of the appraised net orderly liquidation value percentage of the eligible inventory of the Credit Parties (including eligible in-transit inventory and eligible L/C inventory), less (c) customary reserves consistent with the ABL Facility Documentation. Notwithstanding anything herein to the contrary, in the event that the Borrowing Base has not been determined on or prior to the Closing Date, then from the Closing Date until the earlier of (x) 60 days after the Closing Date and (y) delivery of a Borrowing Base Certificate in accordance with the terms of the ABL Facility Documentation, the Borrowing Base will be deemed to be no less than the greater of (i) $1.575 billion (plus, at the option of the Parent Borrower, (1) any amounts required to fund any original issue discount or upfront fees in connection with the "flex" provisions of the Fee Letter, (2) the amount of any interest paid on any Securities that have been funded into escrow prior to the Closing Date and/or (3) the amount of Letters of Credit rolled over, backstopped or replaced on the Closing Date; *provided* that in no event shall such deemed Borrowing Base on the Closing Date exceed $1.8 billion) and (ii) the sum of the following for the most recent month ended at least 20 days prior to the Closing Date: (a) 80% of net book value of eligible credit card receivables and (b) 50% of net book value of eligible inventory (in each

case as otherwise adjusted for customary reserves); *provided* that, if the Borrowing Base has not been determined following such 60 th day after the Closing Date, the foregoing percentages in clauses (a) and (b) will step down in a manner to be agreed upon. The Parent Borrower agrees to use commercially reasonable efforts to (x) assist the ABL Lead Arrangers in obtaining field examinations and appraisals at least 15 calendar days prior to the Closing Date and (y) deliver a customary Borrowing Base Certificate consistent with the ABL Facility Documentation on or prior to the Closing Date.

The definitions of eligible credit card receivables and eligible inventory will be mutually agreed and will give due regard to other recent asset-based revolving facilities of comparable size, taking into account Borrowers' industry and the results of field exams and inventory appraisals conducted in connection with the ABL Facility and giving due regard to that certain Amended and Restated Credit Agreement, dated as of March 15, 2012, among the Parent Borrower, certain other borrowers party thereto, the lenders and agents party thereto, and Wells Fargo Bank, N.A. as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer (the " ***DG ABL Precedent*** ").

The Borrowing Base will be computed by the Parent Borrower monthly (or more frequently as the Borrower may elect; *provided* that if such election is exercised, it must be continued until the date that is 60 days after the date of such election), and a certificate (the " ***Borrowing Base Certificate*** ") presenting the Parent Borrower's computation of the Borrowing Base will be delivered to the ABL Administrative Agent promptly, but in no event later than the 20 th calendar day following the end of each fiscal month; *provided, however* , that during a "Weekly Reporting Period" (defined below), the Borrower will be required to compute the Borrowing Base and deliver a Borrowing Base Certificate on a weekly basis. A " ***Weekly Reporting Period*** " shall mean (a) the period from the date that Excess Availability is less than the greater of 12.5% of the Line Cap and $225 million for five consecutive business days to the date that Excess Availability shall have been at least the greater of 12.5% of the Line Cap and $225 million for 20 consecutive calendar days or (b) upon the occurrence of a Specified Default, the period that such Specified Default shall be continuing.

The ABL Administrative Agent will have the right to establish and modify reserves against the Borrowing Base assets in its Permitted Discretion, with three business days prior written notice to the Borrower. For purposes of the foregoing, " ***Permitted Discretion*** " means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment. Any reserve established or modified by the ABL Administrative Agent shall have a reasonable relationship to circumstances, conditions, events or contingencies which are the basis for such reserve, as reasonably determined, without duplication, by the ABL Administrative Agent in good faith; *provided* that in connection with a reserve imposed after the Closing Date, any circumstances, conditions, events or contingencies

known to the ABL Administrative Agent and the Lenders and existing as of the Closing Date shall not be the basis for any such establishment or modification. Any permitted discretion of the ABL Administrative Agent shall, in any event, give due regard to the comparable rights set forth in the DG ABL Precedent.

Interest Rates and Fees : As set forth on Annex I hereto.

Default Rate : During the continuance of any payment or bankruptcy event of default, with respect to overdue principal, the applicable interest rate plus 2.00% per annum, and with respect to any other overdue amount, including overdue interest, the interest rate applicable to ABR (as defined in Annex I) loans plus 2.00% per annum.

Letters of Credit : An aggregate amount of $300.0 million of the ABL Facility will be available to the Borrowers for the purpose of issuing standby and trade letters of credit (the " ***Letters of Credit*** "). Letters of Credit will be issued by Lenders that agree to be an issuer of Letters of Credit and that are designated by the Parent Borrower and reasonably acceptable to the ABL Administrative Agent (each, an " ***Issuing Lender*** "). Each Letter of Credit shall expire not later than the earlier of (a) 12 months after its date of issuance or such longer period of time as may be agreed by the applicable Issuing Lender and (b) the fifth business day prior to the final maturity of the ABL Facility; *provided* that any Letter of Credit may provide for renewal thereof for additional periods of up to 12 months or such longer period of time as may be agreed by the applicable Issuing Lender (which in no event shall extend beyond the date referred to in clause (b) above, except to the extent cash collateralized or backstopped pursuant to arrangements reasonably acceptable to the relevant Issuing Lender).

Drawings under any Letter of Credit shall be reimbursed by the Borrowers (whether with their own funds or with the proceeds of borrowings under the ABL Facility) within one business day after notice of such drawing is received by the Parent Borrower from the relevant Issuing Lender. To the extent that the Borrowers do not reimburse the Issuing Lender within the time period specified above, the Lenders under the ABL Facility shall be irrevocably obligated to reimburse the Issuing Lender pro rata based upon their respective ABL Commitments.

If any ABL Lender becomes a Defaulting Lender (as defined below), then the letter of credit exposure of such Defaulting Lender will automatically be reallocated among the non-Defaulting Lenders pro rata in accordance with their ABL Commitments up to an amount such that the revolving credit exposure of such non-Defaulting Lender does not exceed its commitments. In the event that such reallocation does not fully cover the letter of credit exposure of such Defaulting Lender, the applicable Issuing Bank may require the Borrowers to cash collateralize such "uncovered" exposure in respect of each outstanding letter of credit and will have no obligation to issue new letters of credit, or to extend, renew or amend existing letters of credit to the extent letter of credit exposure would exceed the ABL Commitments of the non-Defaulting Lenders, unless such "uncovered" exposure is cash collateralized to the Issuing Bank's reasonable satisfaction.

Final Maturity and Amortization :	The ABL Facility will mature, and the ABL Commitments will terminate, on the date that is five years after the Closing Date, subject to the provisions on Extended Commitments (defined below).
Guarantees :	All obligations of the Borrowers (the " ***ABL Obligations*** ") under (i) the ABL Facility shall be on a joint and several basis and, in addition, (ii) at the written request of the Parent Borrower, interest rate protection, commodity trading or hedging, currency exchange or other non-speculative hedging or swap arrangements (other than any Swap (as defined in Exhibit B) if, and to the extent that, all or a portion of the guarantee by any Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap (or any guarantee thereof) is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof)) entered into by any Credit Party with any ABL Lender or the ABL Administrative Agent or any affiliate of an ABL Lender or the ABL Administrative Agent at the time of entering into such arrangement (or which was an ABL Lender or the ABL Administrative Agent or any affiliate of an ABL Lender or the ABL Administrative Agent on the Closing Date) (the " ***ABL Lender Hedging Arrangements*** ") and (iii) at the written request of the Parent Borrower, cash management and treasury arrangements entered into by any Credit Party with any ABL Lender or the ABL Administrative Agent or any affiliate of an ABL Lender or the ABL Administrative Agent at the time of entering into such arrangement (or which was an ABL Lender or the ABL Administrative Agent or any affiliate of an ABL Lender or the ABL Administrative Agent on the Closing Date) (" ***ABL Lender Treasury Arrangements*** ") will be unconditionally guaranteed jointly and severally on an equal priority senior secured basis by each of the Credit Parties. In addition, certain subsidiaries may be excluded from the guarantee requirements under the definitive documentation related to the ABL Facility in circumstances where the Parent Borrower and the ABL Administrative Agent reasonably agree that the cost of providing such a guarantee is excessive in relation to the value afforded thereby. The Administrative Agent shall be permitted to take reserves against any ABL Obligations relating to ABL Lender Hedging Arrangements and ABL Lender Treasury Arrangements as determined by it in its Permitted Discretion. Subject only to the restricted payment covenant in the ABL Facility Documentation and no continuing event of default, the Parent Borrower may designate any subsidiary (other than the Company) as an "unrestricted subsidiary" and subsequently redesignate any such unrestricted subsidiary as a restricted subsidiary. Redesignation of any "unrestricted subsidiary" as a "restricted subsidiary" shall require compliance with the debt and lien negative covenants in the ABL Facility Documentation. Unrestricted subsidiaries will be excluded from the guarantee requirements and will not be subject to the representations and warranties, covenants, events of

default or other provisions of the ABL Facility Documentation, and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of calculating any financial metric contained in the ABL Facility Documentation except to the extent of distributions received therefrom.

Security : Subject to the limitations set forth below in this section, and, on the Closing Date, to the Funding Conditions Provisions, the ABL Obligations and the Guarantees, in each case in respect of the ABL Facility, and any ABL Lender Hedging Arrangements and ABL Lender Treasury Arrangements will be secured by (i) a first priority security interest in substantially all present and after-acquired accounts receivable, inventory, deposit accounts, payment intangibles, securities accounts and any cash or other assets in such accounts of the Credit Parties (and, to the extent evidencing such items, all books, records, and other customary assets) and the proceeds of any of the foregoing, except to the extent such proceeds constitute Term Priority Collateral (as defined below) other than Excluded Assets (all of the foregoing assets are collectively referred to as the " ***ABL Priority Collateral*** ") and (ii) a second priority security interest in substantially all of each Credit Party's other tangible and intangible assets which secure the Term Facility (the " ***Term Priority Collateral*** "; together with the ABL Priority Collateral, the " ***Collateral*** "). Notwithstanding anything to the contrary, the Collateral shall exclude Excluded Assets (as defined in Exhibit B), including, without limitation, the capital stock of any subsidiaries of Dollar General, as well as any assets to the extent the creation of a lien on such asset would trigger a requirement to ratably secure any of the Existing Dollar General Notes with the ABL Facility.

In addition, (a) except as described under the first paragraph under the section entitled "Cash Dominion" below, control agreements shall not be required with respect to any deposit accounts, securities accounts or commodities accounts and no perfection actions shall be required with respect to promissory notes evidencing debt for borrowed money in a principal amount of less than an amount to be agreed, (b) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the U.S. or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction) and (c) to the extent the creation of a lien on any Collateral would trigger a requirement to ratably secure the Company 2021 Notes with the ABL Facility, the Company 2021 Notes shall be granted the benefit of liens on the Collateral on a pari passu basis with the liens on the Collateral securing the ABL Facility to the extent required to avoid a breach (solely with respect to the failure to ratably secure such notes) under the definitive documentation with respect to the Company 2021 Notes, in which case the ABL Administrative Agent may implement appropriate reserves against availability in its Permitted Discretion; *provided* , that the collateral agent for the ABL Facility shall have the sole and exclusive right to direct and control the Collateral (subject in all respect to the Intercreditor Agreement (as defined in Exhibit B)), and in no

event shall the trustee with respect to the Company 2021 Notes have the right to direct or control the Collateral, or consent to, the actions of the collateral agent for the ABL Facility.

The relative rights and priorities in the Collateral for the secured parties in (a) the ABL Facility and (b) the Term Loan Facility will be set forth in the Intercreditor Agreement. Notwithstanding the foregoing, all assets included in the Borrowing Base shall be included in the ABL Priority Collateral.

Cash Dominion : The Guarantors shall obtain account control agreements on the primary domestic concentration accounts (" ***Concentration Accounts*** ") where the proceeds of sales of inventory of the Borrowers and the Guarantors are concentrated (and in any event excluding accounts that are (i) solely used for the purposes of making payments in respect of payroll, taxes and employees wages and benefits, (ii) accounts with funds on deposit averaging less than an amount to be agreed, (iii) trust accounts, and (iv) other excluded accounts to be determined consistent with the ABL Documentation Principles (collectively, " ***Excluded Accounts*** ")) as soon as possible and in any event within 120 days after the Closing Date (or such later date as the ABL Administrative Agent shall reasonably agree). During a Cash Dominion Trigger Period (as defined below), all amounts in controlled Concentration Accounts will be swept into a collection account (or accounts) maintained with the ABL Administrative Agent and used to repay borrowings under the ABL Facility, subject to customary exceptions and thresholds (including an aggregate cap) consistent with the ABL Documentation Principles (which shall include maintenance of funds by the Borrowers and Guarantors, subject to customary limitations, for purposes of funding ongoing operations and working capital requirements (including payroll, employee wages and benefits, payment of taxes and all other ordinary course obligations), including when extensions of credit are not permitted under the ABL Facility).

A " ***Cash Dominion Trigger Event*** " shall occur when a Specified Default (defined below) has occurred or Excess Availability either (x) for a period of five consecutive days is less than the greater of (a) 10.0% of the Line Cap and (b) $200.0 million or (y) is less than the greater of (a) 7.5% of the Line Cap and (b) $137.5 million. A " ***Cash Dominion Trigger Period*** " shall commence upon the occurrence of a Cash Dominion Trigger Event and shall continue until the date that no Specified Default shall have existed and Excess Availability shall have been not less than the greater of (a) 10.0% of the Line Cap and (b) $200.0 million at any time during 20 consecutive calendar days. A Cash Dominion Trigger Period may not be cured or suspended more than three (3) times in any four (4) fiscal quarter period.

" ***Specified Default*** " shall mean any payment or bankruptcy or insolvency event of default, any event of default arising from failure to comply with Borrowing Base requirements (i.e. failure to deliver a Borrowing Base Certificate for a period of five days after notice or a material breach of a representation and warranty therein), failure to comply with cash management provisions relating to cash dominion or failure to comply with the Financial Covenant described below to the extent in effect.

Mandatory Prepayments :	If at any time the sum of the outstandings under the ABL Facility (including ABL Loans, Letters of Credit outstandings and swingline borrowings thereunder) exceeds the Line Cap, prepayments of ABL Loans and/or swingline borrowings (and/or cash collateralization of Letters of Credit) shall be required in an amount equal to such excess within one business day. The application of proceeds from mandatory prepayments shall not reduce the aggregate amount of ABL Commitments and amounts prepaid may be reborrowed, subject to the Line Cap.
Voluntary Prepayments and Reductions in Commitments :	Voluntary reductions of the unutilized portion of the ABL Commitments and prepayments of borrowings under the ABL Facility will be permitted at any time, in minimum principal amounts and with notice periods to be agreed upon, without premium or penalty, subject to reimbursement of the Lenders' redeployment costs actually incurred in the case of a prepayment of Adjusted LIBOR (as defined in Annex I hereto) borrowings other than on the last day of the relevant interest period.
Documentation :	The definitive documentation for the ABL Facility (the " ***ABL Facility Documentation*** ") will contain the terms set forth in this Exhibit C and will otherwise give due regard to (x) precedent asset-based facility documentations for financings of comparable size (with reasonable modifications to the mechanical and agency provisions to reflect the administrative requirements of the ABL Administrative Agent) and (y) the Term Loan Documentation (after giving effect to the specific terms set forth in this Exhibit C and replacing certain grower and builder baskets with baskets contingent upon meeting the Payment Conditions), as modified to reflect the operational and strategic requirements of the Borrowers and their subsidiaries (after giving effect to the Transactions) in light of their size, industries, total assets, businesses and business practices, locations, operations, financial accounting, the Projections and the Model (as defined in Exhibit B) (in each case giving due regard to certain exceptions set forth the DG ABL Precedent) (such precedents and requirements, the " ***ABL Documentation Principles*** "). Notwithstanding the foregoing, the only conditions to the availability of the ABL Facility on the Closing Date shall be the applicable conditions set forth in the "Conditions Precedent to Initial Borrowing" section below and in Exhibit E to the Commitment Letter.
Limited Condition Acquisition :	For purposes of (i) determining compliance with any provision of the ABL Facility Documentation which requires the calculation of the Fixed Charge Coverage Ratio, (ii) determining compliance with representations, warranties, defaults or events of default or (iii) testing availability under baskets set forth in the ABL Facility Documentation (including baskets measured as a percentage of EBITDA (as defined in Exhibit B)), in each case, in connection with an acquisition by one or more of the Borrowers and their restricted subsidiaries of any assets, business or person permitted

to be acquired by the ABL Facility Documentation, in each case whose consummation is not conditioned on the availability of, or on obtaining, third party financing (any such acquisition, a " ***Limited Condition Acquisition*** "), at the option of the Borrowers (the Borrowers' election to exercise such option in connection with any Limited Condition Acquisition, an " ***LCA Election*** "), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Condition Acquisition are entered into (the " ***LCA Test Date*** "), and if, after giving pro forma effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith as if they had occurred at the beginning of the most recent test period ending prior to the LCA Test Date, the Borrowers could have taken such action on the relevant LCA Test Date in compliance with such financial ratio or basket, such financial ratio or basket shall be deemed to have been complied with. Notwithstanding the forgoing, no LCA Election may be made in connection with a Limited Condition Acquisition to be funded with the ABL Facility (other than a last-out Incremental ABL Facility).

For the avoidance of doubt, if the Borrowers have made an LCA Election and any of the financial ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such financial ratio or basket (including due to fluctuations of the target of any Limited Condition Acquisition) solely as a result of fluctuations in EBITDA (as opposed to any incurrence, disposition or restricted payment) at or prior to the consummation of the relevant transaction or action, such baskets or financial ratios will not be deemed to have been exceeded as a result of such fluctuations.

If the Borrower has made an LCA Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any financial ratio or basket availability with respect to restricted payments on or following such date of the execution of the definitive agreement and prior to the earlier of the date on which such acquisition is consummated or such definitive agreement is terminated or expires without consummation of such acquisition, any such financial ratio or basket shall be calculated (and tested) on a pro forma basis assuming that such Limited Condition Acquisition has been consummated and also calculated (and tested) on a pro forma basis assuming that such Limited Condition Acquisition has not been consummated.

Representations and Warranties :

Limited to the following (to be applicable to the Borrowers and their restricted subsidiaries): organizational status; power and authority, qualification, execution, delivery and enforceability of ABL Facility Documentation; with respect to the execution, delivery and performance of the ABL Facility Documentation, no violation of, or conflict with, law, charter documents or material agreements (including existing material indebtedness); litigation; Federal Reserve margin regulations; material governmental approvals with respect to the execution, delivery and performance of the ABL Facility Documentation; Investment Company Act; PATRIOT Act; use of proceeds will not violate OFAC and FCPA;

	accuracy of disclosure, Borrowing Base Certificates and financial statements; since the Closing Date, no Material Adverse Effect (to be defined in a manner consistent with the Term Loan Documentation Precedent); taxes; ERISA; subsidiaries; intellectual property; creation, validity, priority and perfection of security interests; environmental laws; properties; use of proceeds; consolidated closing date solvency; subject, in the case of each of the foregoing representations and warranties, to qualifications and limitations for materiality consistent with the ABL Documentation Principles.
Conditions Precedent to Initial Extension of Credit :	The initial extension of credit under the ABL Facility will be subject solely to (i)(x) the applicable conditions set forth in Exhibit E to the Commitment Letter, (y) the Company Representations and the Specified Representations being true and correct in all material respects (provided that any such Specified Representations which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) and (z) the delivery of a customary borrowing notice and (ii) availability under the Line Cap. All representations and warranties in the ABL Facility Documentation will be required to be made in connection with the extension of credit on the Closing Date, except that the failure of any representation or warranty (other than the Specified Representations and the Company Representations) to be true and correct on the Closing Date will not constitute the failure of a condition precedent to funding or a default under the Facilities.
Conditions Precedent to All Subsequent Borrowings :	After the Closing Date, each extension of credit will be conditioned upon: delivery of notice, accuracy of representations and warranties in all material respects (except to the extent such representation is qualified by materiality, in which case accuracy in all respects), absence of defaults and availability under the Line Cap.
Affirmative Covenants :	Limited to the following (to be applicable to the Borrowers and their restricted subsidiaries): delivery of annual and quarterly financial statements and other information, including an annual budget (with 90 days for delivery of the first annual financial statements, and 60 and 45 days for annual and quarterly financials thereafter, respectively), and with annual financial statements to be accompanied by an audit opinion from nationally recognized auditors that is not subject to qualification as to "going concern" or the scope of such audit other than solely with respect to, or resulting solely from (i) an upcoming maturity date under any of the Facilities within one year from the time such opinion is delivered or (ii) any potential inability to satisfy any financial maintenance covenant on a future date or in a future period); delivery of Borrowing Base Certificates (as specified above); delivery of quarterly compliance certificates; delivery of notices of defaults and certain material events; inspections (including books and records and, at the Borrowers' expense, one field exam and one inventory appraisal in any calendar year, increasing in frequency to up to two field exams and two inventory appraisals at the Borrowers' expense in any calendar year to the extent Excess Availability is less than the greater

of 15% of the Line Cap and $200 million); maintenance of organizational existence and rights and privileges; maintenance of insurance; payment of taxes; corporate franchises; compliance with laws (including environmental laws, OFAC and FCPA); ERISA; good repair; transactions with affiliates; changes in fiscal year; additional guarantors and collateral; use of proceeds; changes in lines of business; and further assurances on collateral matters; subject, in the case of each of the foregoing covenants, to exceptions and qualifications consistent with the ABL Documentation Principles, including a provision pursuant to which any information covenant may be complied with by making the applicable information publicly available through filings with the SEC.

Negative Covenants : Limited to (to be applicable to the Borrowers and their restricted subsidiaries): limitations on the incurrence of debt; liens; fundamental changes; restrictions on subsidiary distributions; asset sales (which shall be permitted subject to (i) a 75% cash consideration requirement (with the ability to designate certain non-cash assets as cash), (ii) with respect to certain asset sales, a fair market value requirement, and (iii) a requirement to deliver an updated Borrowing Base Certificate if more than 10% of borrowing base assets are being disposed of); and restricted payments (including investments and prepayments, repurchases or redemptions of junior lien and payment subordinated indebtedness and the Notes) which shall allow for separate baskets for each of dividends, investments and prepayments, repurchases or redemptions of junior lien and payment subordinated indebtedness and the Notes, each in an amount to be agreed (but for the avoidance of doubt, excluding indebtedness having pari passu liens on ABL Priority Collateral).

The negative covenants will be subject, in the case of each of the foregoing covenants to exceptions, qualifications and "baskets" to be set forth in the ABL Facility Documentation that are substantially consistent with the exceptions, qualifications, to the extent applicable, and "baskets" set forth in Term Loan Documentation Precedent (as defined in Exhibit B) (as modified to reflect the ABL Documentation Principles); *provided* that, subject to the ABL Documentation Principles, (a) the monetary baskets shall be agreed and (b) certain transactions, including Permitted Acquisitions, shall also require satisfaction of the Payment Conditions described below.

The Borrowers or any restricted subsidiary will, in any case, be permitted, (a) if and as long as the Payment Conditions are met, to incur indebtedness on terms and conditions no less favorable than those in the Term Loan Documentation, and (b) to make restricted payments using the Available Equity Basket (subject to no continuing event of default) and certain other restricted payments to be agreed upon consistent with the ABL Documentation Principles.

The ABL Facility will also permit (i) unlimited restricted payments (which shall also consist of investments and prepayments, repurchases or redemptions of junior lien and payment subordinated indebtedness and the Notes), and (ii) the incurrence of additional indebtedness (*provided* , any

such indebtedness shall require no scheduled principal payments on or prior to the date that is 6 months after the final maturity date of the ABL Facility) so long as the Payment Conditions are satisfied at the time of such restricted payment or incurrence.

" ***Payment Conditions*** " shall mean the following: (i) no event of default exists or would arise after giving effect to the relevant transactions, (ii) pro forma compliance for the four fiscal quarters most recently preceding such transaction or payment for which financial statements have been delivered with a Fixed Charge Coverage Ratio of 1.00:1.00 and (iii) the Borrowers' having pro forma Excess Availability giving effect to such transactions as of the date of such transaction and with a 30-day lookback in excess of the greater of (x) 12.5% of the Line Cap and (y) $262.5 million (except for restricted payments, which shall be the greater of (x) 15.0% of the Line Cap and (y) $325.0 million); *provided however* that the condition set forth in clause (ii) shall not be applicable if the Borrowers have pro forma Excess Availability giving effect to such transactions as of the date of such transaction and with a 30-day lookback in excess of the greater of (x) 17.5% of the Line Cap and (y) $387.5 million (except for restricted payments which shall be the greater of 20.0% of the Line Cap and $450.0 million).

Financial Covenant : If Excess Availability is less than the greater of (a) 10% of the Line Cap and (b) $200.0 million at any time, the Borrowers shall comply with a minimum Fixed Charge Coverage Ratio (as defined below) for the most recent period of four consecutive fiscal quarters for which financial statements are available of at least 1.00:1.00 and shall continue for a period ending on the date that Excess Availability shall have been not less than the greater of (a) 10% of the Line Cap and (b) $200.0 million at any time during 20 consecutive calendar days (such period, a " ***Compliance Period*** "). " ***Fixed Charge Coverage Ratio*** " shall mean (a) EBITDA (as defined in Exhibit B) minus cash taxes minus unfinanced cash capital expenditures to (b) (1) Consolidated Interest Expense (as defined on Exhibit B) plus (2) scheduled principal amortization of indebtedness for borrowed money (including capital lease obligation payments) plus (3) the amount of distributions made in reliance on the Payment Conditions made during the prior four fiscal quarters, of at least 1.00 to 1.00 on a trailing four quarter basis and tested (i) immediately upon trigger based on the most recently completed fiscal quarter for which financial statements were (or were required to have been) delivered and (ii) on the last day of each fiscal quarter of the Borrowers ending during a Compliance Period.

For purposes of determining compliance with the financial covenant in respect of the ABL Facility, any cash equity contribution (which equity shall be common equity or qualified equity) made to the Parent Borrower after the end of the most recently ended fiscal quarter and on or prior to the day that is 10 business days after the day on which financial statements are required to be delivered for any fiscal quarter will, at the request of the Parent Borrower, be included in the calculation of EBITDA for the purposes of determining compliance with the financial covenant at the end of such fiscal quarter and applicable subsequent periods which include

such fiscal quarter (any such equity contribution so included in the calculation of EBITDA, a " ***Specified Equity Contribution*** "); *provided* that, (a) there shall be no more than two quarters in each four consecutive fiscal quarter period in respect of which a Specified Equity Contribution is made, (b) the amount of any Specified Equity Contribution shall be no more than the amount required to cause the Borrowers to be in pro forma compliance with the financial covenant specified above, (c) no more than five Specified Equity Contributions shall be made during the term of the ABL Facility, (d) all Specified Equity Contributions shall be disregarded for purposes of any financial ratio determination under the ABL Facility Documentation other than for determining compliance with the financial covenant (and will not be credited as an addition to the applicable restricted payments build-up provisions) and (e) no Lender under the ABL Facility shall be required to make any extension of credit during the 10 business day period referred to above.

Events of Default : Limited to the following (to be applicable to the Borrowers and their restricted subsidiaries): nonpayment of principal when due; nonpayment of interest or other amounts after a customary five business day grace period; violation of covenants (subject, in the case of affirmative covenants (other than failure to deliver the Borrowing Base Certificate (in which case a 5 business day cure period shall apply), notices of default and maintenance of the existence of a Borrower, failure to comply with the cash management covenant during a Cash Dominion Trigger Period and the use of proceeds covenant, in which cases no cure period shall apply), to a thirty day grace period); incorrectness of representations and warranties in any material respect (subject to a thirty day grace period in the case of misrepresentations that are capable of being cured); cross default and cross acceleration to material indebtedness; bankruptcy and insolvency of a Borrower or any significant restricted subsidiary of the Parent Borrower (with a 60 day grace period for involuntary events); material monetary judgments; ERISA events; actual or asserted invalidity of material guarantees or security documents; and change of control, subject to thresholds, notice and grace period provisions consistent with the ABL Documentation Principles *provided* that it shall be an automatic event of default if the Acquisition is consummated pursuant to the Tender Offer and the Second-Step Merger is not consummated by 11:59 pm on the Closing Date.

Voting : Amendments and waivers of the ABL Facility Documentation will require the approval of non-Defaulting Lenders holding more than 50% of the aggregate amount of the loans and commitments under the ABL Facility held by non-Defaulting Lenders, except that (i) the consent of each Lender directly and adversely affected thereby shall be required with respect to: (A) increases in the commitment of such Lender, (B) reductions of principal, interest or fees (it being understood that the waiver of any default, event of default or mandatory prepayment shall not constitute a reduction of principal, interest or fees), (C) extensions or postponement of final maturity (it being understood that the waiver of any default, event of default or mandatory prepayment shall not constitute such an extension or postponement), and (D) releases of all or substantially all of the value of

the Guarantees or releases of liens on all or substantially all of the Collateral, (ii) the consent of Lenders holding more than 66 2/3 % of the aggregate amount of ABL Loans and ABL Commitments held by non-Defaulting Lenders shall be required with respect to modifications to the Borrowing Base that would increase advance rates or otherwise have the effect of increasing the availability thereunder (including changes in eligibility criteria), other than changes in reserves implemented by the ABL Administrative Agent in its reasonable discretion, (iii) the consent of 100% of the Lenders will be required with respect to modifications to (A) the order of certain payments under the ABL Facility Documentation and (B) any of the voting percentages and (iv) customary protections for the ABL Administrative Agent, the Swingline Lender and the Issuing Lenders will be provided.

Replacement of Lenders/Defaulting Lenders:

The ABL Facility shall contain provisions permitting the Borrowers to replace (i) non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as Lenders holding more than 50% of the aggregate amount of the loans and commitments under the ABL Facility shall have consented thereto and (ii) Defaulting Lenders.

The ABL Facility will contain terms relating to Defaulting Lenders substantially consistent with the DG ABL Precedent.

" ***Defaulting Lender*** " means any Lender whose acts or failure to act, whether directly or indirectly, cause it to meet any part of the definition of "Lender Default".

" ***Lender Default*** " means (i) the refusal (which may be given verbally or in writing and has not been retracted) or failure of any ABL Lender to make available its portion of any incurrence of loans or reimbursement obligations, which refusal or failure is not cured within one business day after the date of such refusal or failure, (ii) the failure of any ABL Lender to pay over to the ABL Administrative Agent, any Swingline Lender, any Issuing Bank or any other ABL Lender any other amount required to be paid by it hereunder within one business day of the date when due, unless the subject of a good faith dispute, (iii) an ABL Lender has notified a Borrower, any ABL Lender or the ABL Administrative Agent that it does not intend to comply with its funding obligations under the ABL Facility or has stated publicly that it will generally not comply with its funding obligations under loan agreements, credit agreements and other similar agreements (iv) an ABL Lender has failed, within three Business Days after request by the ABL Administrative Agent, the Borrower, any Swingline Lender, any Issuing Bank or any other ABL Lender to confirm that it will comply with its funding obligations under the ABL Facility (until such confirmation has been received) or (v) an ABL Lender has admitted in writing that it is insolvent or such ABL Lender becomes subject to a Lender-Related Distress Event.

" ***Lender-Related Distress Event*** " means, with respect to any ABL Lender (each, a " ***Distressed Person*** "), a voluntary or involuntary case with respect

to such Distressed Person under any debt relief law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any governmental authority having regulatory authority over such Distressed Person to be, insolvent or bankrupt; *provided* that a Lender-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any equity interests in any ABL Lender or any person that directly or indirectly controls such ABL Lender by a governmental authority or an instrumentality thereof, so long as such ownership interest does not result in or provide such person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such person (or governmental authority or instrumentality thereof) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such person.

Notwithstanding anything to the contrary set forth herein, the ABL Facility shall provide that the Parent Borrower may at any time and from time to time request that all or a portion of any ABL Commitments (and ABL Loans made pursuant thereto) of the Borrowers be converted to extend the scheduled maturity date(s) thereof with respect to all or a portion of such outstanding ABL Commitments and ABL Loans (any such ABL Commitments which have been so converted, " ***Extended Commitments*** "; the ABL Loans relating thereto, " ***Extended Loans*** ") and upon such request of the Parent Borrower any individual Lender shall have the right to agree to extend the maturity date of its ABL Commitments and outstanding ABL Loans without the consent of any other Lender; *provided* that all such requests shall be made pro rata to all Lenders within the applicable relevant class. The terms of Extended Commitments and Extended Loans shall be substantially similar to the ABL Commitments and ABL Loans of the existing class from which they are converted except for interest rates (with any difference being applicable after the scheduled maturity date), fees, final maturity date, provisions requiring optional and mandatory prepayments to be directed first to the non-extended loans prior to being applied to Extended Commitments and Extended Loans and certain other customary provisions to be agreed.

Cost and Yield Protection : The ABL Facility Documentation will include cost and yield protection provisions (including customary Dodd-Frank and Basel III provisions, to apply to the extent the applicable ABL Lender is generally imposing such charges on other similarly situated borrowers under comparable syndicated credit facilities), with provisions protecting the ABL Lenders from withholding tax liabilities consistent with the Term Loan Documentation Precedent; *provided* that requests for additional payments due to increased costs from market disruption shall be limited to circumstances generally affecting the banking market and when ABL Lenders holding a majority of the ABL Loans have made such a request. The ABL Facility shall contain provisions regarding the timing for asserting a claim under these provisions and permitting the Borrowers to replace a ABL Lender who asserts such claim without premium or penalty.

Assignments and Participations :	The ABL Lenders will be permitted to assign (other than to Disqualified Lenders or to the Borrowers or any affiliates of the Borrowers) ABL Loans and ABL Commitments with the consent of the Parent Borrower (not to be unreasonably withheld or delayed) (any such consent shall be deemed to be given after 15 business days' notice if the Parent Borrower has failed to respond to a request to consent to an assignment), the Swingline Lender and the principal Issuing Lenders; *provided* , that upon request by any ABL Lender, the list of Disqualified Lenders shall be made available to such ABL Lender; *provided* , further that the ABL Administrative Agent shall not be liable for any assignments made by any ABL Lender to a Disqualified Lender; *provided* , further that any supplement to the list of Disqualified Lenders shall not apply retroactively to disqualify any person that previously acquired an assignment, participation or allocation in an ABL Facility; *provided* , further that no consent of the Parent Borrower shall be required (i) after the occurrence and during the continuance of a payment or bankruptcy event of default (with respect to any Borrower) or (ii) in the case of an assignment to an ABL Lender, an affiliate of an ABL Lender or approved fund of an ABL Lender. All assignments will require the consent of the ABL Administrative Agent, not to be unreasonably withheld or delayed. Assignments to natural persons shall be prohibited. Each assignment will be in an amount of an integral multiple of $25.0 million or, if less, all of such Lender's remaining loans and commitments of the applicable class. The ABL Administrative Agent shall receive a processing and recordation fee of $3,500 for each assignment (unless waived by the ABL Administrative Agent). The ABL Lenders will be permitted to sell participations in the ABL Facility without restriction, other than as set forth in the next sentence, and in accordance with applicable law. Voting rights of participants shall be limited to matters in respect of (a) increases in commitments participated to such participants, (b) reductions of principal, interest or fees, (c) extensions of final maturity or the scheduled date of payment of any principal, interest or fees and (d) releases of all or substantially all of the value of the Guarantees or all or substantially all of the Collateral.
Expenses and Indemnification :	The Borrowers shall pay, if the Closing Date occurs, all reasonable and documented out-of-pocket expenses of the ABL Administrative Agent and the Commitment Parties (without duplication) in connection with the syndication of the ABL Facility and the preparation, execution, delivery, administration (including the costs and expenses of field examinations and appraisals, subject to the frequency limits set forth above under "Affirmative Covenants"), amendment, waiver or modification and enforcement of the ABL Facility Documentation (including the reasonable fees and expenses of counsel identified herein and of a single firm of local counsel in each appropriate jurisdiction (other than any allocated costs of in-house counsel) or otherwise retained with the Parent Borrower's consent (such consent not to be unreasonably withheld or delayed)).

The Borrowers will indemnify and hold harmless the ABL Lead Arrangers, the ABL Administrative Agent, the Commitment Parties and the ABL Lenders (without duplication) and their respective affiliates, and the officers, directors, employees, agents, controlling persons, members and the successors and assigns of the foregoing (each, an "***Indemnified Person***") from and against any and all losses, claims, damages and liabilities of any kind or nature and reasonable and documented out-of-pocket expenses, joint or several, to which any such Indemnified Person may become subject, in each case, to the extent arising out of or in connection with any claim, litigation, investigation or proceeding, actual or threatened, relating to the Transactions (including the financing contemplated hereby) (any of the foregoing, a "***Proceeding***") (regardless of whether any such Indemnified Person is a party thereto and whether any such proceeding is brought by any Borrower or any other person) and to reimburse each such Indemnified Person upon demand for any reasonable and documented out-of-pocket fees and expenses incurred in connection with investigating or defending any of the foregoing or in connection with the enforcement of the ABL Facility Documentation by one firm of counsel for all Indemnified Persons, taken as a whole, and, if necessary, by a single firm of local counsel in each appropriate jurisdiction for all such Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter, after receipt of your consent (which consent shall not be unreasonably withheld or delayed), retains its own counsel, by another firm of counsel for such affected Indemnified Person); *provided* that no Indemnified Person will be indemnified for any losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, agents, controlling persons, members or the successors of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach (or, in the case of a Proceeding brought by a Credit Party, a breach) of the obligations of such Indemnified Person or any of such Indemnified Person's affiliates or any of the officers, directors, employees, advisors, agents or other representatives of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), or (iii) any claim, litigation, investigation or other proceeding not arising from any act or omission by any Borrower or its affiliates that is brought by an Indemnified Person against any other Indemnified Person (other than disputes involving claims against the Swingline Lender or any ABL Lead Arranger, ABL Administrative Agent or Issuing Lender in their capacity as such).

Governing Law and Forum : New York.

Counsel to the Agents: Latham & Watkins LLP.

Interest Rates :

The interest rates under the ABL Facility will be as follows:

Until the date that is 3 months after the Closing Date, at the option of the Parent Borrower, initially, Adjusted LIBOR or ABR, in each case plus the interest margin applicable thereto at Level II set forth below. From and after the date that is 3 months after the Closing Date, the foregoing interest margins will be subject to a pricing grid based on average daily Excess Availability for the previous fiscal quarter, as set forth below:

Level	Average Excess Availability	Applicable Margin	
		Base Rate	Adjusted LIBOR
I	Greater than or equal to 66 2/3%	0.25%	1.25%
II	Greater than or equal to 33 1/3% but less than 66 2/3%	0.50%	1.50%
III	Less than 33 1/3%	0.75%	1.75%

The Parent Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if available to all relevant Lenders, 12 months or a shorter period) for Adjusted LIBOR borrowings.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans based on the Prime Rate) and interest shall be payable at the end of each interest period and, in any event, at least every 3 months and on the applicable maturity date.

" ***ABR*** " is the higher of (i) the rate of interest publicly announced by the ABL Administrative Agent as its prime rate in effect at its principal office in New York City (the " ***Prime Rate*** ") and (ii) the federal funds effective rate from time to time plus 0.50%.

" ***Adjusted LIBOR*** " is the London interbank offered rate for dollars, for the relevant interest period, adjusted for statutory reserve requirements.

Letter of Credit Fees:

A per annum fee equal to (a) in the case of trade Letters of Credit, 50% of the spread over Adjusted LIBOR under the ABL Facility and (b) in the case of standby Letters of Credit, 100% of the spread over Adjusted LIBOR under the ABL Facility will accrue for the account of non-Defaulting Lenders on the aggregate face amount of outstanding Letters of Credit, payable in arrears at the end of each quarter and upon the termination of the ABL Facility, in each case for the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the non-Defaulting Lenders participating in the ABL Facility pro rata in accordance with the amount of each such Lender's ABL Commitment.

	In addition, the Borrowers shall pay to the relevant Issuing Lender, for its own account, (a) a fronting fee equal to 0.125% (the " ***Fronting Fee Spread*** ") of the aggregate face amount of outstanding Letters of Credit or such other amount as may be agreed by the Parent Borrower and such Issuing Lender, payable in arrears at the end of each quarter and upon the termination of the ABL Facility, calculated based upon the actual number of days elapsed over a 360-day year, and (b) customary issuance and administration fees.
Commitment Fees:	0.25% on the undrawn portion of ABL Commitments, payable to non-Defaulting Lenders quarterly in arrears after the Closing Date and upon the termination of the ABL Commitments, calculated based on the number of days elapsed in a 360-day year.

Acquisition of Family Dollar Stores, Inc.
$3.25 billion Senior Unsecured Increasing Rate Bridge Loans
Summary of Principal Terms and Conditions

All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the other exhibits thereto.

Borrower :	The Borrower under the Senior Secured Facilities (the " ***Borrower*** ").
Transactions :	As set forth in Exhibit A to the Commitment Letter.
Bridge Administrative Agent and Bridge Syndication Agent (s) :	Citi will act as the sole and exclusive administrative agent (in such capacity, the " ***Bridge Administrative Agent*** ") for a syndicate of banks, financial institutions and other institutional lenders and investors reasonably acceptable to the Bridge Lead Arrangers (as defined below) and the Borrower, excluding any Disqualified Lender (together with the Initial Bridge Lenders, the " ***Bridge Lenders*** "), and will perform the duties customarily associated with such role.
Bridge Lead Arrangers :	Citi and Goldman Sachs Bank USA (" ***GS Bank*** ") or one of its affiliates (collectively, " ***Goldman Sachs*** ") (together with any additional joint bookrunner appointed pursuant to the Commitment Letter, each in such capacity, a " ***Bridge Lead Arranger*** ") and will perform the duties customarily associated with such roles. " ***Citi*** " shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate for the purposes described herein.
Syndication Agent, Documentation Agent or Co-Documentation Agents:	The Borrower may designate additional financial institutions reasonably acceptable to the Majority Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned) to act as syndication agent, documentation agent or co-documentation agent.
Senior Unsecured Bridge Loans :	The Bridge Lenders will make senior unsecured increasing rate loans (the " ***Bridge Loans*** ") to the Borrower on the Closing Date in an aggregate principal amount of up to $3.25 billion plus, at the Borrower's election, an amount sufficient to fund any OID or upfront fees required to be funded on the Closing Date in connection with the issuance of the Notes or any other Securities (as defined in the Fee Letter) on the Closing Date (which amounts shall be automatically added to the Commitment Parties' commitments under the Commitment Letter) minus the amount of gross proceeds from Notes or Securities issued (i) on the Closing Date or (ii) prior to the Closing Date, with the proceeds thereof deposited into an escrow account pending release on the Closing Date. The Bridge Loans shall be available to be drawn in U.S. Dollars only.
Availability :	The Bridge Lenders will make the Bridge Loans on the Closing Date simultaneously with (a) the consummation of the Acquisition and (b) the initial funding under the Senior Secured Facilities. Amounts borrowed under the Bridge Facility that are repaid or prepaid may not be reborrowed.

[Bridge Facility]

Uses of Proceeds :	The proceeds of the Bridge Loans will be used by the Borrower on the Closing Date, together with the proceeds of borrowings under the Senior Secured Facilities, the proceeds from the issuance of the Notes and/or the Securities and cash on hand of the Company and Dollar General, to provide Acquisition Funds.
Ranking :	The Bridge Loans will rank equal in right of payment with the Senior Secured Facilities and other senior indebtedness of the Borrower and will not be secured.
Guarantees :	All obligations of the Borrower under the Bridge Facility will be jointly and severally guaranteed by each Guarantor (as defined in Exhibit B to the Commitment Letter), on a senior basis (such guarantees, the " ***Bridge Guarantees*** "). The Bridge Guarantees will automatically be released upon the release of the corresponding guarantees of the Senior Secured Facilities. The Bridge Guarantees will rank equal in right of payment with the guarantees of the Senior Secured Facilities.
Security :	None.
Maturity :	All Bridge Loans will have an initial maturity date that is the one-year anniversary of the Closing Date (the " ***Initial Bridge Loan Maturity Date*** "), which shall be extended as provided below. If any of the Bridge Loans have not been previously repaid in full on or prior to the Initial Bridge Loan Maturity Date, such Bridge Loans will be automatically converted into a senior unsecured term loan (each an " ***Extended Term Loan*** ") due on the date that is eight years after the Closing Date (the " ***Extended Maturity Date*** "). The date on which Bridge Loans are converted into Extended Term Loans is referred to as the " ***Conversion Date*** ". On the Conversion Date or on the 15 th calendar day of each month after the Conversion Date, at the option of the applicable Bridge Lender, the Extended Term Loans may be exchanged in whole or in part for senior unsecured exchange notes (the " ***Exchange Notes*** ") having an equal principal amount and having the terms set forth in Annex II hereto; *provided* that no Exchange Notes shall be issued until the Borrower shall have received requests to issue at least $500.0 million in aggregate principal amount of Exchange Notes. The Extended Term Loans will be governed by the provisions of the Bridge Facility Documentation (as hereinafter defined) and will have the same terms as the Bridge Loans except as set forth on Annex I hereto. The Exchange Notes will be issued pursuant to an indenture that will have the terms set forth on Annex II hereto. The Extended Term Loans and the Exchange Notes shall rank equal in right of payment for all purposes.
Interest Rates :	Interest on the Bridge Loans for the first three-month period commencing on the Closing Date shall be payable at LIBOR (as defined below) plus 500 basis points (the " ***Initial Margin*** "). Thereafter, subject to the Total Cap (as defined in the Fee Letter), interest shall be payable at prevailing LIBOR plus the Applicable Margin (as defined below) and shall increase by an additional 50 basis points at the beginning of each three-month period subsequent to the initial three-month period for so long as the Bridge Loans are outstanding (except on the Conversion Date) (the Initial Margin together with each 50 basis point increase therein described above, the " ***Applicable Margin*** "). " ***LIBOR*** " means the London interbank offered rate for dollars for the relevant interest period; *provided* that with respect to the Bridge Facility, LIBOR shall be deemed to be no less than 1.00% per annum.

Notwithstanding anything to the contrary set forth above, at no time, other than as provided under the heading "Default Rate" below, shall the per annum yield on the Bridge Loans exceed the amount specified in the Fee Letter in respect of the Bridge Facility as the " ***Total Cap*** ".

Following the Initial Bridge Loan Maturity Date, all outstanding Extended Term Loans will accrue interest at a rate equal to the Total Cap.

Interest Payments : Interest on the Bridge Loans will be payable in arrears at the end of each three-month interest period and on the Initial Bridge Loan Maturity Date. Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days.

Default Rate : During the continuance of any payment or bankruptcy event of default, overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 2.00% per annum.

Notwithstanding anything to the contrary set forth herein, in no event shall any cap or limit on the yield or interest rate payable with respect to the Bridge Loans, Extended Term Loans or Exchange Notes affect the payment of any default rate of interest in respect of any Bridge Loan, Extended Term Loans or Exchange Notes.

Mandatory Prepayment : The Borrower will be required to prepay the Bridge Loans on a pro rata basis at 100% of the outstanding principal amount thereof with (i) the net cash proceeds from the issuance of the Notes and/or the Securities; provided that in the event any Bridge Lender or affiliate of a Bridge Lender purchases debt securities from the Borrower pursuant to a permitted securities demand at an issue price above the price at which such Bridge Lender or affiliate has reasonably determined such debt securities can be resold by such Bridge Lender or affiliate to a bona fide third party at the time of such purchase (and notifies the Borrower thereof), the net cash proceeds received by the Borrower in respect of such debt securities may, at the option of such Bridge Lender or affiliate, be applied first to prepay the Initial Bridge Loans of such Bridge Lender or affiliate (provided that if there is more than one such Bridge Lender or affiliate then such net cash proceeds will be applied pro rata to prepay the Initial Bridge Loans of all such Bridge Lenders or affiliates in proportion to such Bridge Lenders' or affiliates' principal amount of debt securities purchased from the Borrower) prior to being applied to prepay the Initial Bridge Loans held by other Bridge Lenders; (ii) the net cash proceeds from the issuance of any Bridge Loan Refinancing Debt (to be defined in a manner consistent with the Bridge/Bond Documentation Principles) by the Borrower or any of its restricted subsidiaries; and (iii) the net cash proceeds from any non-ordinary course asset sales or receipt of net cash proceeds of insurance resulting from a casualty or condemnation event, by the Borrower or any of its restricted subsidiaries in excess of amounts either reinvested or required to be paid to the lenders under the Senior Secured Facilities, in each case, with exceptions and baskets consistent with the Bridge/Bond Documentation Principles. The Borrower will also be required to offer to prepay the Bridge Loans following the occurrence of a change of control (to be defined in a manner consistent with the Bridge/Bond Documentation Principles) at 100% of the outstanding principal amount thereof, subject to the Bridge/Bond Documentation Principles. These mandatory prepayment provisions will not apply to the Extended Term Loans.

Optional Prepayment :	The Bridge Loans may be prepaid, in whole or in part, at par plus accrued and unpaid interest upon not less than three days' prior written notice, at the option of the Borrower at any time.
Documentation :	The definitive documentation for the Bridge Facility (the " ***Bridge Facility Documentation*** ") shall contain the terms set forth in this Exhibit D and shall be substantially consistent with the Gates Global LLC 2022 Senior Notes Indenture (the " ***Precedent Indenture*** ") (reflecting, in the case of the Bridge Facility or Extended Term Loans, credit agreement format, but not including (i) permitted restricted payments following an initial public offering subject to a percentage of market capitalization, (ii) a basket for contribution indebtedness in an amount greater than 100% of the amount of equity contributed or (iii) solely with respect to the Bridge Facility, the inapplicability of covenants and other provisions and requirements upon the obtaining by the Borrower of an investment grade rating from S&P or Moody's) as modified to reflect the operational and strategic requirements of the Borrower and its subsidiaries (after giving effect to the Transactions) in light of their size, industries, total assets, businesses and business practices, locations, operations, financial accounting, the Projections and the Model (as defined in Exhibit B) and, in any event, except with respect to the Bridge Facility, including provisions consistent with the Precedent Indenture related to the inapplicability of covenants and other provisions and requirements upon the obtaining by the Borrower of an investment grade rating from S&P or Moody's (such precedent, provisions and requirements, the " ***Bridge/Bond Documentation Principles*** "). Notwithstanding the foregoing, the only conditions to the availability of the Bridge Facility on the Closing Date shall be the applicable conditions set forth in the "Conditions to Borrowing" section below and in Exhibit E to the Commitment Letter.
Conditions to Borrowing:	The availability of the borrowing under the Bridge Facility on the Closing Date will be subject solely to (x) the applicable conditions set forth in Exhibit E to the Commitment Letter, (y) the Company Representations and the Specified Representations being true and correct in all material respects (*provided* that any such Specified Representations which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) and (z) the delivery of a customary borrowing notice.
Representations and Warranties :	The Bridge Loan Documentation will contain representations and warranties as are substantially similar to those for the Senior Secured Facilities, but in any event are no less favorable to the Borrower than those in the Senior Secured Facilities, including as to exceptions and qualifications.
Covenants :	The Bridge Loan Documentation will contain such affirmative and negative covenants with respect to the Borrower and its restricted subsidiaries as are usual and customary for bridge loan financings of this type consistent with the Bridge/Bond Documentation Principles, it being understood and agreed that the covenants of the Bridge Loans (and the Extended Term Loans and the Exchange Notes) will be incurrence-based covenants consistent with the Precedent Indenture (but not including (i) permitted restricted payments following an initial public offering subject to a percentage of market capitalization, (ii) a basket for contribution indebtedness in an amount greater than 100% of the amount of equity contributed or (iii) solely with respect to the Bridge Facility, the inapplicability of covenants and other provisions and requirements upon the obtaining by the Borrower of an investment grade rating from S&P or Moody's), with changes as are consistent with provisions customarily

found in high yield indentures of comparable issuers (and consistent with the Bridge/Bond Documentation Principles). Notwithstanding the foregoing, the provision relating to financial calculations for limited condition acquisitions will be substantially consistent with the comparable provision of the Term Loan Facility and the definition of "EBITDA" will provide (i) that "run rate" cost savings, operating expense reductions and synergies that result or are expected to result from actions taken or expected to be taken more than 24 months after the date of the Transactions or other strategic transactions, as applicable, will not be added back and (ii) that the aggregate amount of adjustments made pursuant to the corresponding provisions from the Precedent Indenture to clauses (c), (d) and (e) of the definition of EBITDA applicable to the Term Loan for any applicable period shall not exceed 20% of EBITDA for such corresponding period (calculated before giving effect to any such adjustments). Prior to the Initial Maturity Date, the debt and lien incurrence and the restricted payment covenants of the Bridge Loans will be more restrictive than those of the Extended Term Loans and the Exchange Notes, as reasonably agreed by the Bridge Lead Arrangers and the Borrower.

Financial Maintenance Covenants : None.

Events of Default : Limited to nonpayment of principal, interest or other amounts; violation of covenants; incorrectness of representations and warranties in any material respect; cross acceleration to material indebtedness; bankruptcy or insolvency of the Borrower or its significant restricted subsidiaries; material monetary judgments; ERISA events; and actual or asserted invalidity of guarantees, consistent in each case with the Bridge/Bond Documentation Principles; *provided* that it shall be an automatic event of default if the Acquisition is consummated pursuant to the Tender Offer and the Second-Step Merger is not consummated by 11:59 pm on the Closing Date.

Cost and Yield Protection : The Bridge Loan Documentation will include customary tax gross-up, cost and yield protection provisions substantially consistent with those set forth in the Term Facility Documentation.

Assignment and Participation : The Bridge Lenders will have the right to assign Bridge Loans after the Closing Date without the consent of the Borrower; *provided , however ,* that prior to the date that is one year after the Closing Date and so long as a Demand Failure Event (as defined in the Fee Letter) has not occurred and no payment or bankruptcy event of default shall have occurred and be continuing, the consent of the Borrower shall be required with respect to any assignment (such consent not to be unreasonably withheld or delayed) if, subsequent thereto, any Initial Bridge Lender (together with its affiliates) would hold, in the aggregate, less than 50.1% of the outstanding Bridge Loans funded by such Initial Bridge Lender on the Closing Date.

The Bridge Lenders will have the right to participate their Bridge Loans, before or after the Closing Date, to other financial institutions without restriction, other than customary voting limitations. Participants will have the same benefits as the selling Lenders would have (and will be limited to the amount of such benefits) with regard to yield protection and increased costs, subject to customary limitations and restrictions.

The Bridge Facility Documentation shall provide that Bridge Loans may be purchased by the Borrower and its affiliates and assigned on a non-pro rata basis through (i) open market purchases and (ii) Dutch or similar auction procedures that are offered to all Bridge Lenders on a pro rata basis in accordance with customary procedures and subject to customary restrictions to be agreed; *provided* that any such Bridge Loans acquired by the Borrower or any of its subsidiaries shall be retired and cancelled promptly upon acquisition thereof (or contribution thereto).

Voting : Amendments and waivers of the Bridge Loan Documentation will require the approval of Lenders holding more than 50% of the outstanding Bridge Loans, except that (a) the consent of each affected Lender will be required for (i) reductions of principal, interest rates or the Applicable Margin, (ii) extensions of the Initial Bridge Loan Maturity Date (except as provided under "Maturity" above) or the Extended Maturity Date, (iii) additional restrictions on the right to exchange Extended Term Loans for Exchange Notes or any amendment of the rate of such exchange, (iv) any amendment to the Exchange Notes that requires (or would, if any Exchange Notes were outstanding, require) the approval of all holders of Exchange Notes and (v) subject to certain exceptions consistent with the Bridge/Bond Documentation Principles, releases of all or substantially all of the value of the Guarantees (other than in connection with any release or sale of the relevant Guarantor permitted by the Bridge Loan Documentation, the ABL Facility Documentation or the Term Loan Documentation) and (b) the consent of 100% of the Bridge Lenders will be required with respect to modifications to any of the voting percentages.

Expenses and Indemnification : The Borrower shall pay, if the Closing Date occurs, all reasonable and documented out-of-pocket expenses of the Bridge Administrative Agent and the Commitment Parties (without duplication) in connection with the syndication of the Bridge Facility and the preparation, execution, delivery, administration, amendment, waiver or modification and enforcement of the Bridge Facility Documentation (including the reasonable fees and expenses of counsel identified herein and of a single firm of local counsel in each appropriate jurisdiction (other than any allocated costs of in-house counsel) or otherwise retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed)).

The Borrower will indemnify and hold harmless the Bridge Lead Arrangers, the Bridge Administrative Agent, the Commitment Parties and the Bridge Lenders (without duplication) and their respective affiliates, and the officers, directors, employees, agents, controlling persons, members and the successors and assigns of the foregoing (each, an " ***Indemnified Person*** ") from and against any and all losses, claims, damages and liabilities of any kind or nature and reasonable and documented out-of-pocket expenses, joint or several, to which any such Indemnified Person may become subject, in each case, to the extent arising out of or in connection with any claim, litigation, investigation or proceeding, actual or threatened, relating to the Transactions (including the financing contemplated hereby) (any of the foregoing, a " ***Proceeding*** ") (regardless of whether any such Indemnified Person is a party thereto and whether any such proceeding is brought by the Borrower or any other person) and to reimburse each such Indemnified Person upon demand for any reasonable and documented out-of-pocket fees and expenses incurred in connection with investigating or defending any of the foregoing or in connection with the enforcement of the Bridge Facility Documentation by one firm of counsel for all Indemnified Persons, taken as a whole, and, if necessary, by a single firm of local counsel in each appropriate

	jurisdiction for all such Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter, after receipt of your consent (which consent shall not be unreasonably withheld or delayed), retains its own counsel, by another firm of counsel for such affected Indemnified Person); *provided* that no Indemnified Person will be indemnified for any losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, agents, controlling persons, members or the successors of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach (or, in the case of a Proceeding brought by a Credit Party, a breach) of the obligations of such Indemnified Person or any of such Indemnified Person's affiliates or any of the officers, directors, employees, advisors, agents or other representatives of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any claim, litigation, investigation or other proceeding not arising from any act or omission by the Borrower or its affiliates that is brought by an Indemnified Person against any other Indemnified Person (other than disputes involving claims against any Bridge Lead Arranger or Bridge Administrative Agent in their capacity as such).
Governing Law :	New York.
Counsel to the Bridge Administrative Agent and Bridge Lead Arrangers:	Latham & Watkins LLP.

Extended Term Loans

Maturity :	The Extended Term Loans will mature on the date that is eight years after the Closing Date.
Interest Rate :	The Extended Term Loans will bear interest at an interest rate per annum (the " ***Extended Term Loan Interest Rate*** ") equal to the Total Cap. Interest shall be payable on the last day of each fiscal quarter of the Borrower and on the Extended Maturity Date, in each case payable in arrears and computed on the basis of a 360 day year.
Default Rate :	During the continuance of any payment or bankruptcy event of default, overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 2.00% per annum.
Ranking :	Same as the Bridge Loans.
Guarantees :	Same as the Bridge Loans.
Security :	None.
Covenants, Defaults and Mandatory Prepayments :	Upon and after the Conversion Date, the covenants, mandatory prepayments (other than with respect to a change of control, which shall require the Borrower to offer to prepay at 100% of the outstanding principal amount thereof, plus accrued and unpaid interest to the date of prepayment) and defaults that would be applicable to the Exchange Notes, if issued, will also be applicable to the Extended Term Loans in lieu of the corresponding provisions of the Bridge Loan Documentation.
Optional Prepayment :	The Extended Term Loans may be prepaid, in whole or in part, at par, plus accrued and unpaid interest upon not less than three days' prior written notice, at the option of the Borrower at any time. In the event of a Demand Failure Event except as otherwise limited by the provision set forth in the Fee Letter entitled "Securities Demand", the Extended Term Loans shall be subject to the "Optional Redemption" provisions applicable to the Exchange Notes.
Governing Law :	New York.

Exchange Notes

Issuer :	The Borrower will issue the Exchange Notes under an indenture. The Borrower, in its capacity as the issuer of the Exchange Notes, is referred to as the "Issuer".
Principal Amount :	The Exchange Notes will be available only in exchange for the Extended Term Loans on or after the Conversion Date. The principal amount of any Exchange Note will equal 100% of the aggregate principal amount of the Extended Term Loan for which it is exchanged. In the case of a partial exchange, the minimum amount of Extended Term Loans to be exchanged for Exchange Notes will be $500.0 million.
Maturity :	The Exchange Notes will mature on the date that is eight years after the Closing Date.
Interest Rate :	The Exchange Notes will bear interest payable semi-annually, in arrears, at a rate equal to the Total Cap.
Default Rate :	During the continuance of any payment or bankruptcy event of default, overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 2.00% per annum.
Ranking :	Same as the Bridge Loans and Extended Term Loans.
Guarantees :	Same as the Bridge Loans and Extended Term Loans.
Security :	None.
Offer to Purchase from Asset Sale Proceeds :	The Issuer will be required to make an offer to repurchase the Exchange Notes (and, if outstanding, prepay the Extended Term Loans) on a pro rata basis, which offer shall be at 100% of the principal amount thereof with a portion of the net cash proceeds of all non-ordinary course asset sales by the Issuer and its restricted subsidiaries in excess of amounts either reinvested or required to be paid to the lenders under the Senior Secured Facilities, with such proceeds being applied to the Extended Term Loans, the Exchange Notes, and the Notes in a manner to be agreed, subject to other exceptions and baskets consistent with the Bridge/Bond Documentation Principles.
Offer to Purchase upon Change of Control :	The Issuer will be required to make an offer to repurchase the Exchange Notes following the occurrence of a change of control (to be defined in a manner consistent with the Bridge/Bond Documentation Principles) at a price in cash equal to 101% (or 100% in the case of Exchange Notes held by the Commitment Parties or their respective affiliates other than asset management affiliates purchasing securities in the ordinary course of their business as part of a regular distribution of the securities (" ***Asset Management Affiliates*** ")), and excluding Exchange Notes acquired pursuant to bona fide open market purchases from third parties or market activities (" ***Repurchased Securities*** "), of the outstanding principal amount thereof, plus accrued and unpaid interest to the date of repurchase unless the Issuer shall redeem such Exchange Notes pursuant to the "Optional Redemption" section below.
Optional Redemption :	Except as set forth in the next two succeeding paragraphs, the Exchange Notes will be non-callable until the third anniversary of the Closing Date. Thereafter, each such Exchange Note will be callable at par plus accrued and unpaid interest plus a premium

equal to 75% of the coupon on such Exchange Note during the fourth year after the Closing Date, which call premium shall be reduced to 50% during the fifth year after the Closing Date, 25% during the sixth year after the Closing Date and 0% thereafter.

Prior to the third anniversary of the Closing Date, the Issuer may redeem such Exchange Notes at a make-whole price based on U.S. Treasury notes with a maturity closest to the third anniversary of the Closing Date plus 50 basis points, plus accrued and unpaid interest to the date of redemption.

Prior to the third anniversary of the Closing Date, the Issuer may redeem up to 40% of such Exchange Notes with an amount equal to proceeds from any equity offering at a price equal to par plus the coupon plus accrued and unpaid interest on such Exchange Notes on terms consistent with the Bridge/Bond Documentation Principles.

The optional redemption provisions will be otherwise customary for high yield transactions and consistent with the Bridge/Bond Documentation Principles. Prior to a Demand Failure Event, any Exchange Notes held by the Commitment Parties or their respective affiliates (other than Asset Management Affiliates) and excluding Repurchased Securities, shall be redeemable at any time and from time to time at the option of the Borrower at a redemption price equal to par plus accrued and unpaid interest to the redemption date.

Defeasance and Discharge Provisions : Consistent with the Bridge/Bond Documentation Principles.

Modification : Consistent with the Bridge/Bond Documentation Principles.

Registration Rights : The Issuer shall use commercially reasonable efforts to file, within 270 days after the first issuance of the Exchange Notes (the date of such issuance, the " ***Issue Date*** "), and will use commercially reasonable efforts to cause to become effective, as soon thereafter as practicable, a shelf registration statement with respect to the Exchange Notes (such registration statement, a " ***Shelf Registration Statement*** ") which Shelf Registration Statement shall contain all financial statements required under the Securities Act of 1933, as amended (the " ***Act*** "). If a Shelf Registration Statement is filed, the Issuer will keep such Shelf Registration Statement effective and available (subject to customary exceptions) until all Exchange Notes have been resold; *provided* that in no event shall the Issuer be required to keep such Shelf Registration Statement effective and available for more than two years following the Initial Bridge Loan Maturity Date. If within 365 days from the Issue Date (the " ***Effectiveness Date*** "), a Shelf Registration Statement has not been declared effective, then the Issuer will pay additional interest of 0.25% per annum on the principal amount of the Exchange Notes (which rate of additional interest shall increase by 0.25% per annum after 90 days after the Effectiveness Date to a maximum of 1.00% per annum) to the holder of such Exchange Note, from and including the 365 th day after the Issue Date to but excluding the effective date of the Shelf Registration Statement with respect to such Exchange Note. The Issuer will also pay such additional interest to the holder of an Exchange Note for any period of time (subject to customary exceptions) following the effectiveness of the Shelf Registration Statement with respect to such Exchange Note that such Shelf Registration Statement is not available for sales thereunder, subject to the time limitations set forth in the second sentence of this paragraph. All accrued additional interest will be paid in arrears on each semi-annual interest payment date.

	To the extent permitted by the applicable SEC no-action letters relating to such exchange offers with respect to all holders of the Exchange Notes, in lieu of a Shelf Registration Statement, the Issuer at its option may file a registration statement with respect to notes having terms identical to the Exchange Notes (the " ***Substitute Notes*** ") to effect a registered exchange offer (the " ***Exchange Registration Statement*** ") in which the Issuer offers to holders of Exchange Notes registered Substitute Notes in exchange for the Exchange Notes so long as the holders thereof will be able to freely transfer the Substitute Notes. In such case, if the Exchange Registration Statement has not been declared effective and an exchange offer for the Exchange Notes pursuant to the Exchange Registration Statement has not been consummated by the Effectiveness Date, the Issuer will pay additional interest for the same periods and at the same rates as described in the previous paragraph.
Right to Transfer Exchange Notes :	The holders of the Exchange Notes shall have the absolute and unconditional right to transfer such exchange notes in compliance with applicable law to any third parties.
Covenants :	Such affirmative and negative covenants with respect to the Borrower and its restricted subsidiaries as are usual and customary for high yield financings of this type consistent with the Bridge/Bond Documentation Principles, it being understood and agreed that the covenants of the Exchange Notes will be incurrence-based covenants consistent with the Precedent Indenture (but not including (i) permitted restricted payments following an initial public offering subject to a percentage of market capitalization or (ii) a basket for contribution indebtedness in an amount greater than 100% of the amount of equity contributed), with changes as are consistent with provisions customarily found in high yield indentures of comparable U.S.-based issuers (and consistent with the Bridge/Bond Documentation Principles).
Events of Default :	Consistent with the Bridge/Bond Documentation Principles.
Governing Law :	New York.

EXHIBIT E

Acquisition of Family Dollar Stores, Inc.
Summary of Additional Conditions

The availability and initial funding on the Closing Date of each of the Facilities shall be subject to the satisfaction (or waiver by the Lead Arrangers) of the following conditions:

1. The Acquisition shall have been or, substantially concurrently with the initial borrowing under the Facilities, shall be consummated in all material respects in accordance with the terms of the Tender Offer as of the date hereof (and/or, once applicable and subject to the last sentence of this paragraph, the Merger Agreement), without giving effect to any modifications, amendments or express waivers or consents by you or Newco thereto that are materially adverse to the Lenders in their capacities as such without the consent of the Lead Arrangers (not to be unreasonably withheld, conditioned or delayed) (it being understood and agreed that (a) any change to the definition of "Material Adverse Effect" contained in the Tender Offer or the Merger Agreement shall be deemed to be materially adverse to the Lenders, (b) any extension of the expiration date that does not extend the Tender Offer beyond the Commitment Termination Date shall not be deemed to be materially adverse to the Lenders, (c) any modification, amendment or express waiver or consent in respect of the Minimum Tender Condition, the Termination Condition, the Merger Agreement Condition, the Support Agreements Condition, the Section 203 Condition, the Rights Condition, the HSR Condition (each as defined in the Tender Offer as of the date hereof)) or the condition described in Section 14(ii) of the Tender Offer as of the date hereof shall require the consent of the Lead Arrangers (not to be unreasonably withheld, conditioned or delayed) if such modification, amendment or express waiver or consent is materially adverse to the Lenders in their capacities as such, (d) any modification, amendment or express waiver or consent by you or Newco that increases or reduces the consideration to be paid for Shares under the Tender Offer or the Merger Agreement shall not be deemed to be materially adverse to the Lenders, so long as (i) any such increase in such consideration shall be funded solely with the net proceeds of any equity contributed to Dollar General or borrowings under the ABL Facility consistent with the ABL Facility Term Sheet and (ii) any such reduction in such consideration shall be allocated first, to reduce the Bridge Facility (and, if applicable, the Notes), second, to reduce the Term Loan Facility and, third, to reduce the ABL Facility and (e) any modification, amendment, waiver or consent reflecting the entering into a Merger Agreement (consistent with the following sentence) and related matters shall not be deemed to be materially adverse to the Lenders). The merger agreement with respect to the Acquisition by you, Newco and the Company, whether in lieu of or in connection with the Tender Offer (such merger agreement, the " ***Merger Agreement*** "), together with all exhibits, annexes and schedules thereto, shall not be inconsistent with the Competitor Acquisition Agreement, as adjusted in the manner described in the Tender Offer as of the date hereof and subject to such other changes and modifications which are not materially adverse to the Lenders in their capacities as such; *provided* that any exhibits, annexes or schedules to the Merger Agreement containing information that is not publicly available as of the date hereof shall be deemed to be a change that is materially adverse to the Lenders in their capacities as such (even if such exhibits, annexes or schedules are consistent with the Competitor Acquisition Agreement), if the content of such exhibits, annexes or schedules, as applicable, is inconsistent with the public disclosures of the Company as of the date hereof in a manner that is materially adverse to the Lenders in their capacities as such.

2. Since the date hereof, there shall not have been any fact, change, circumstance, event, occurrence, condition or development that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on the Company. " ***Material Adverse Effect*** " means, with respect to the Company, any fact, change, circumstance, event, occurrence, condition, development or combination of the foregoing which (i) has, or would reasonably be expected to have, a material adverse effect on the business, properties, assets, liabilities, results of operations or financial condition of the Company and its subsidiaries taken as a whole or (ii) prevents or materially impairs the ability of the Company to timely consummate the transactions contemplated hereby; provided, however,

that, with respect to each of clause (i) and (ii), Material Adverse Effect shall not be deemed to include the impact of (A) changes in GAAP or any official interpretation or enforcement thereof, (B) changes in laws of general applicability to companies in the industries in which the Company and its subsidiaries operate or any official interpretation or enforcement thereof by governmental entities, (C) changes in global, national or regional political conditions (including the outbreak or escalation of war, military actions, or acts of terrorism) or in economic or market conditions affecting other companies in the industries in which the Company and its subsidiaries operate, (D) changes in weather or climate, including any snowstorm, hurricane, flood, tornado, earthquake, natural disaster or other act of nature, (E) the announcement or pendency of the Tender Offer or the Competitor Acquisition Agreement (or compliance with Section 5.6, Section 5.12, Section 5.13 or Section 5.14 (or, other than when used in Section 3.3(b) and Section 3.3(c), Article I and Article II) of the Competitor Acquisition Agreement) (including, for the avoidance of doubt, any reaction to such announcement or pendency from employees, suppliers, customers, distributors or other persons with business relationships with such party or any of its subsidiaries), (F) a decline in the trading price or trading volume of Shares, or the failure, in and of itself, to meet any projections, guidance, budgets, forecasts or estimates, but not, in any case, including the underlying causes thereof, (G) any stockholder or derivative litigation arising from allegations of a breach of fiduciary duty or other violation of applicable law relating to the Tender Offer, Competitor Acquisition Agreement or the transactions contemplated hereby or thereby, (H) any action taken or omitted to be taken by the Company or any of its subsidiaries at the written request of you (with the consent of the Lead Arrangers) or (I) with respect to clause (ii) only, the authorizations, consents, orders, licenses, permits, approvals, registrations, declarations, notices and filings described in clauses (i) – (viii) of Section 3.3(b) of the Competitor Acquisition Agreement (except to the extent the matter preventing or materially impairing the ability of the Company to timely consummate the transactions contemplated hereby constitutes or results from a breach of the Competitor Acquisition Agreement by the Company); except, with respect to clauses (A), (B), (C) or (D), to the extent that such impact is disproportionately adverse to the business, properties, assets, liabilities, results of operations or financial condition of the Company and its subsidiaries, taken as a whole, as compared to other companies in the industry in which the Company and its subsidiaries operate.

3. Substantially simultaneously with the initial borrowing under the Facilities (determined consistent with the Funding Conditions Provision), the Refinancing Transactions shall be consummated.

4. All fees required to be paid on the Closing Date pursuant to the Fee Letter and reasonable out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter, to the extent invoiced at least three business days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower), shall, upon the initial borrowings under the Facilities, have been, or will be substantially simultaneously (determined consistent with the Funding Conditions Provision), paid (which amounts may, at your option, be offset against the proceeds of the Facilities).

5. The Lead Arrangers shall have received (a) the audited consolidated balance sheets of the Company and its consolidated subsidiaries as at August 27, 2011, August 25, 2012 and August 31, 2013, and the related audited consolidated statements of income, cash flows and stockholders' equity of the Company and its consolidated subsidiaries for the years ended August 27, 2011, August 25, 2012 and August 31, 2013 and for each subsequent fiscal year ended at least 60 days before the Closing Date, and (b) the unaudited interim consolidated balance sheets of the Company and its subsidiaries for each subsequent fiscal quarter (other than the fiscal quarter ended August 30, 2014) ended at least 40 days before the Closing Date, and the related unaudited consolidated statements of income, cash flows and stockholders' equity of the Company and its subsidiaries for each subsequent fiscal quarter (other than the fiscal quarter ended August 30, 2014) ended at least 40 days before the Closing Date. The Lead Arrangers hereby acknowledge receipt of the audited and unaudited financial statements referred to in clauses (a) and (b) above as of, and for the years ended, August 27, 2011, August 25, 2012 and August 31, 2013 and the fiscal quarters ended November 30, 2013, March 1, 2014 and May 31, 2014.

[Summary of Additional Conditions]

6. The Lead Arrangers shall have received (a) the audited consolidated balance sheets of Dollar General and its consolidated subsidiaries as at February 3, 2012, February 1, 2013 and January 31, 2014, and the related audited consolidated statements of income, cash flows and stockholders' equity of Dollar General and its consolidated subsidiaries for the years ended February 3, 2012, February 1, 2013 and January 31, 2014 and for each subsequent fiscal year ended at least 60 days before the Closing Date, and (b) the unaudited interim consolidated balance sheets of Dollar General and its subsidiaries for each subsequent fiscal quarter (other than the fiscal quarter ended January 30, 2015) ended at least 40 days before the Closing Date, and the related unaudited consolidated statements of income, cash flows and stockholders' equity of Dollar General and its subsidiaries and for each subsequent fiscal quarter ended (other than the fiscal quarter ended January 30, 2015) at least 40 days before the Closing Date. The Lead Arrangers hereby acknowledge receipt of the audited and unaudited financial statements referred to in clauses (a) and (b) above as of, and for the years ended February 3, 2012, February 1, 2013 and January 31, 2014 and the fiscal quarter ended May 2, 2014.

7. The Lead Arrangers shall have received a pro forma consolidated balance sheet and related pro forma statement of income of the Borrower as of and for the 12-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 40 days prior to the Closing Date (or 60 days prior to the Closing Date in case such four fiscal quarter period is the end of the Company's or the Borrower's fiscal year), prepared after giving effect to the Transactions as if the Transactions had occurred as of such dates (in the case of such balance sheet) or at the beginning of such period (in the case of such income statement), which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)).

8. With respect to the Bridge Facility, (a) investment banks (the "***Investment Banks***") shall have been engaged to privately place the Notes pursuant to the engagement letter dated the date hereof among the Investment Banks and you, and each shall have received (i) a customary preliminary offering memorandum containing, or incorporating by reference to filings publicly made by the Borrower and/or the Company with the SEC, (A) all customary information (other than a "description of notes" and information customarily provided by the Investment Banks or their counsel or advisors), including financial statements (other than pro forma financial statements which are described below), business and other financial data of the type and form that are customarily included in private placements pursuant to Rule 144A promulgated under the Securities Act (including information required by Regulation S-X and Regulation S-K under the Securities Act, which is understood not to include consolidating financial statements, separate subsidiary financial statements and other financial statements and data that would be required by Sections 3-10 and 3-16 of Regulation S-X and Item 402 of Regulation S-K and information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A and other customary exceptions) and (B) pro forma financial statements of the type and form that are customarily included in private placements pursuant to Rule 144A promulgated under the Securities Act to be prepared in a manner consistent with Regulation S-X (and in the case of pro forma financial statements for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period of the Borrower presented, as if Regulation S-X was applicable to such financial statements) and (ii) all other financial data that would be reasonably necessary for the Investment Banks to receive customary "comfort" letters from the independent accountants of the Borrower and the Company in connection with the offering of the Notes (and the Borrower shall have made all commercially reasonable efforts to provide the Investment Banks with drafts of such "comfort" letters (which shall provide customary "negative assurance" comfort), which

such accountants are prepared to issue upon completion of customary procedures) and (b) the Investment Banks shall have been afforded a period of at least 15 consecutive business days after receipt of the information described in clause (a)(i) (the " ***Notes Marketing Period*** ") to seek to place the Notes with qualified purchasers thereof; *provided* that, (i) November 28, 2014 shall not be considered a business day for the purposes of calculating the Notes Marketing Period (and there shall not be a failure to achieve 15 consecutive business days solely by reason of such exclusion), (ii) if the Notes Marketing Period shall not have ended prior to December 19, 2014, it shall not commence prior to January 5, 2015 and (iii) if the Notes Marketing Period shall not have ended prior to August 21, 2015, it shall not commence prior to September 8, 2015.

9. The Administrative Agents shall have received at least two business days prior to the Closing Date all documentation and other information about the Borrower and the Guarantors as shall have been reasonably requested in writing by the Administrative Agents at least ten business days prior to the Closing Date and as is mutually agreed to be required by U.S. regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

10. Subject in all respects to the Funding Conditions Provisions, (a) the Guarantees shall have been executed and be in full force and effect or substantially simultaneously with the initial borrowing under the Facilities, shall be executed and become in full force and effect and (b) with respect to the Senior Secured Facilities, all documents and instruments required to create and perfect the Bank Administrative Agents' security interests in the Collateral shall have been executed and delivered by each Credit Party party thereto on the Closing Date and, if applicable, be in proper form for filing, and none of the Collateral shall be subject to any other pledges, security interests or mortgages, except for the liens permitted under the ABL Facility Documentation and the Term Loan Documentation.

11. Subject in all respects to the Funding Conditions Provisions, (a) the ABL Facility Documentation, the Term Loan Documentation and, if applicable, the Bridge Facility Documentation (collectively, the " ***Facilities Documentation*** ") (which shall, in each case, be in accordance with the terms of the Commitment Letter and the Term Sheets, the Term Loan Documentation Principles, the ABL Documentation Principles and the Bridge/Bond Documentation Principles, as applicable) shall have been executed and delivered by the Credit Parties and (b) customary legal opinions, customary officer's closing certificates, organizational documents, customary evidence of authorization and good standing certificates in jurisdictions of formation/organization, in each case with respect to the Borrower and the Guarantors (to the extent applicable) and a solvency certificate (as of the Closing Date after giving effect to the Transactions and substantially in the form of Annex E-I attached hereto, certified by a senior authorized financial executive officer of the Borrower) shall have been delivered to the Lead Arrangers.

[Summary of Additional Conditions]

EXHIBIT E-I

Form of Solvency Certificate

Date: [•]

Reference is made to the [Senior][ABL][Bridge] Credit Agreement, dated as of [•] (the " ***Credit Agreement*** "), among [•] (the " ***Borrower*** "), the lending institutions from time to time parties thereto (the " ***Lenders*** "), and [•], as Administrative Agent and Collateral Agent.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement. This certificate is furnished pursuant to Section [•] of the Credit Agreement.

Solely in my capacity as a financial executive officer of the Borrower and not individually (and without personal liability), I hereby certify, that as of the date hereof, after giving effect to the consummation of the Transactions:

1. The sum of the liabilities (including contingent liabilities) of the Borrower and its restricted subsidiaries, on a consolidated basis, does not exceed the present fair saleable value of the present assets of the Borrower and its restricted subsidiaries, on a consolidated basis.
2. The fair value of the property of the Borrower and its restricted subsidiaries, on a consolidated basis, is greater than the total amount of liabilities (including contingent liabilities) of the Borrower and its restricted subsidiaries, on a consolidated basis.
3. The capital of the Borrower and its restricted subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business as contemplated on the date hereof.
4. The Borrower and its restricted subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, or believe that they will incur, debts including current obligations beyond their ability to pay such debts as they become due (whether at maturity or otherwise).

For purposes of this Certificate, the amount of any contingent liability has been computed as the amount that, in light of all of the facts and circumstances existing as of the date hereof, represents the amount that would reasonably be expected to become an actual or matured liability.

IN WITNESS WHEREOF, I have executed this Certificate this as of the date first written above.

[BORROWER]

By: _____
Name:
Title: