DOLLAR GENERAL CORP

FORM S-4

(Securities Registration: Business Combination)

Filed 08/01/00

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

DG LOGISTICS LLC

FORM S-4
(Securities Registration: Business Combination)

Filed 8/1/2000

Address	427 BEECH ST
	SCOTTSVILLE, Kentucky 42164
Telephone	615-855-5185
CIK	0001120059
Fiscal Year	01/31

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON AUGUST 1, 2000

REGISTRATION NO.

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

DOLLAR GENERAL CORPORATION

(Exact name of Registrant as specified in its charter)

TENNESSEE	5331	61-0502302
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
(615) 855-4000

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

SEE TABLE OF ADDITIONAL REGISTRANTS

ROBERT C. LAYNE
CORPORATE SECRETARY
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
(615) 855-4000

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

COPIES OF ALL COMMUNICATIONS TO:
HOWARD H. LAMAR III
BASS, BERRY & SIMS PLC
315 DEADERICK STREET, SUITE 2700
NASHVILLE, TENNESSEE 37238
(615) 742-6200

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED EXCHANGE OFFER: As soon as possible following the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: [ ]

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

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

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER NOTE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
8 5/8% Exchange Notes due June 15, 2010	$200,000,000	$100%	$200,000,000(1)	$52,800
Guarantees of 8 5/8% Exchange Notes due June 15, 2010	$200,000,000	(2)	(2)	None(2)

(1) Estimated solely for the purpose of calculating the amount of the registration fee.
(2) No separate consideration will be received for the guarantees of the 8 5/8% Exchange Notes by the subsidiaries of Dollar General Corporation.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

TABLE OF ADDITIONAL REGISTRANTS

EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER DOCUMENTS	STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION	PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBER	IRS EMPLOYER IDENTIFICATION NUMBER
Dolgencorp, Inc.(1)	Kentucky	5331	61-0852764
Dolgencorp of Texas, Inc.(1)	Kentucky	5331	61-1193136
DG Logistics, LLC(2)	Tennessee	375285(4)	62-1805098
Dade Lease Management, Inc.(1)	Delaware	5331	36-3299691
Dollar General Partners(1)	Kentucky	5331	61-1193137
Dollar General Financial, Inc.(2)	Tennessee	5331	62-1764685
Nations Title Company, Inc.(2)	Tennessee	5331	62-1792083
Dollar General Intellectual Property, L.P.(3)	Vermont	5331	03-0355330
The Greater Cumberland Insurance Company(3)	Vermont	6331	03-0351881

(1) The address, including zip code, and telephone number, including area code, of the principal executive office of this additional Registrant is 427 Beech Street, Scottsville, Kentucky 42164, (615) 855-5185.

(2) The address, including zip code, and telephone number, including area code, of the principal executive office of this additional Registrant is 100 Mission Ridge, Goodlettsville, Tennessee 37072, (615) 855-5185.

(3) The address, including zip code, and telephone number, including area code, of the principal executive office of this additional Registrant is 7 Burlington Square, Burlington, Vermont 05402, (615) 855-5185.

(4) This additional Registrant has no primary Standard Industrial Classification Code number; instead, a Motor Carrier certificate of authority number, issued by the Federal Motor Carrier Safety Administration, has been provided.

THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL OR EXCHANGE THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL OR EXCHANGE THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY OR EXCHANGE THESE SECURITIES IN ANY STATE WHERE THE OFFER, SALE OR EXCHANGE IS NOT PERMITTED.

SUBJECT TO COMPLETION, DATED AUGUST 1, 2000

PRELIMINARY PROSPECTUS

(DOLLAR GENERAL CORPORATION LOGO)

Offer to Exchange
up to $200,000,000 of
8 5/8% Exchange Notes due June 15, 2010
for any and all of the outstanding
8 5/8% Notes Due June 15, 2010
of
DOLLAR GENERAL CORPORATION

The Exchange Offer will expire at 5:00 p.m., New York City time, On , 2000, unless extended

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We are offering to exchange up to $200,000,000 of our new 8 5/8% Exchange Notes due June 15, 2010 for up to $200,000,000 of our existing 8 5/8% Notes due June 15, 2010. The terms of the new Notes are identical in all material respects to the terms of the old Notes, except that the new Notes have been registered under the Securities Act, and that transfer restrictions, registration rights and provisions regarding additional interest relating to the old Notes do not apply to the new Notes. Dollar General will not receive any proceeds from the exchange offer.

To exchange your old Notes for new Notes:

- you are required to make the representations described on pages 22 and 23 to us,

- you must complete and send the letter of transmittal that accompanies this prospectus to the exchange agent, First Union National Bank, by 5:00
p.m., New York time, on , 2000 and

- you should read the section called "The Exchange Offer" that begins on page 18 for further information on how to exchange your old Notes for new Notes.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DATE OF THIS PROSPECTUS IS , 2000.

AVAILABLE INFORMATION

Dollar General files annual, quarterly and special reports, proxy statements and other information with the U.S. Securities and Exchange Commission. Our SEC filings are available on the Internet at the SEC's web site at http://www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities:

Public Reference Room	New York Regional Office	Chicago Regional Office
450 Fifth Street, N.W.	7 World Trade Center	Citicorp Center
Room 1024	Suite 1300	500 West Madison Street
Washington, D.C. 20549	New York, New York 10048	Suite 1400
		Chicago, Illinois
		60661-2511

You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. Please call 1-800-SEC-0330 for further information on the operations of the public reference facilities. Our SEC filings are also available at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

This prospectus is part of a registration statement filed by us with the SEC under the Securities Act. As allowed by SEC rules, this prospectus does not contain all of the information that you can find in the registration statement or the exhibits to the registration statement.

The SEC allows us to "incorporate by reference" the information we file with them, which means:

- incorporated documents are considered part of this prospectus;

- we can disclose important information to you by referring you to those documents; and

- information that we file with the SEC will automatically update and supersede the information in this prospectus and any information that was previously incorporated in this prospectus.

We incorporate by reference the documents listed below, which were filed with the SEC under the Securities Exchange Act of 1934, as amended:

(1) our Annual Report on Form 10-K for the year ended January 28, 2000, filed on April 27, 2000;

(2) our Quarterly Report on Form 10-Q for the quarter ended April 28, 2000, filed on June 7, 2000; and

(3) our Current Reports on Form 8-K filed on February 29, 2000, June 8, 2000 and June 22, 2000.

We also incorporate by reference each of the following documents that we file with the SEC after the date of this prospectus and prior to the termination of the offering:

- reports filed under Section 13(a) and (c) of the Exchange Act;

- definitive proxy or information statements filed under Section 14 of the Exchange Act in connection with any subsequent shareholders' meeting; and

- reports filed under Section 15(d) of the Exchange Act.

You can obtain any of the filings incorporated by reference in this prospectus from us or from the SEC on the SEC's web site or at the addresses listed above. Documents incorporated by reference are available from us without charge, including any exhibits to those documents that are not specifically incorporated by reference in those documents. You may request a copy of the documents incorporated by reference in this prospectus and a copy of the indenture, registration rights agreement and other documents referred to in this prospectus by writing or telephoning us at the following address:

Dollar General Corporation
100 Mission Ridge
Goodlettsville, Tennessee 37072
Attention: Barbara Springer, Assistant Treasurer
(615) 855-4825

IF YOU WOULD LIKE TO REQUEST DOCUMENTS, PLEASE DO SO BY , 2000 IN ORDER TO RECEIVE THEM BEFORE THE EXCHANGE OFFER EXPIRES ON , 2000.

The exchange offer is not being made to, nor will Dollar General accept surrenders for exchange from, holders of old Notes in any jurisdiction in which the exchange offer or the acceptance of the exchange offer would not be in compliance with the securities or blue sky laws of that jurisdiction.

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SUMMARY

The following summary information is qualified in its entirety by the information contained elsewhere in this prospectus.

OUR COMPANY

Dollar General Corporation ("we" or "Dollar General") is a leading discount retailer of quality general merchandise at everyday low prices. Our mission statement is "A Better Life For Everyone!" Through conveniently located stores, we offer a focused assortment of consumable basic merchandise including health and beauty aids, packaged food products, cleaning supplies, housewares, stationery, seasonal goods, basic apparel and domestics. Dollar General stores serve primarily low-, middle- and fixed-income families. On April 28, 2000, we operated 4,510 stores located in 24 states, primarily in the midwestern and southeastern United States. For fiscal years 1995 through 1999, our net sales increased at a compound annual growth rate of 21.8%, our operating income increased at a compound annual growth rate of 23.6% and our net income increased at a compound annual growth rate of 24.4%. In the fiscal quarter ended April 28, 2000, as compared to the same period in 1999, our net sales increased 18.1%, our operating income increased 22.3% and our net income increased 22.0%.

SUMMARY OF THE TERMS OF THE EXCHANGE OFFER

GENERAL.....	On June 21, 2000, Dollar General completed a private offering of $200 million in aggregate principal amount of its 8 5/8% Notes due June 15, 2010 (the "old Notes"). In connection with the private offering, Dollar General entered into a registration rights agreement in which it agreed, among other things, to deliver this prospectus to you and to complete an exchange offer for the old Notes.
THE EXCHANGE OFFER.....	We are offering to exchange $1,000 principal amount of our registered 8 5/8% Exchange Notes due June 15, 2010, which we refer to as the "new Notes," for each $1,000 principal amount of the old Notes.

We sometimes will refer to the new Notes and the old Notes together as the "Notes." Currently, $200 million in principal amount of old Notes are outstanding.

The terms of the new Notes are identical in all material respects to the terms of the old Notes, except that the registration rights and related additional interest provisions and the transfer restrictions applicable to the old Notes are not applicable to the new Notes.

Old Notes may be tendered only in $1,000 increments. Subject to the satisfaction or waiver of specified conditions, Dollar General will exchange the new Notes for all old Notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer. Dollar General will cause the exchange to be effected promptly after the expiration of the exchange offer. See "The Exchange Offer -- Terms of the Exchange Offer."

EXPIRATION DATE..... The exchange offer will expire at 5:00 p.m., New York City time, on , 2000 unless we extend it. In that case, the phrase "expiration date" will mean the latest date and time to which we extend the exchange offer.

PROCEDURES FOR PARTICIPATING

IN THE EXCHANGE OFFER.....	If you wish to participate in the exchange offer, you must complete, sign and date an original or faxed letter of transmittal in accordance with the instructions in the letter of transmittal accompanying this prospectus. Then you must mail, fax or deliver the completed letter of transmittal together with the old Notes you wish to exchange and any other required documentation to First Union National Bank, which is acting as exchange agent. Its address appears on the letter of transmittal. By signing the letter of transmittal you will represent to and agree with Dollar General that: you are acquiring the new Notes in the ordinary course of your business; you have no arrangement or understanding with any person to participate in a distribution of the new Notes; you are not an "affiliate," as defined in Rule 405 under the Securities Act, of Dollar General or, if you are an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable; and if you are not a broker-dealer, you are not engaged in, and you do not intend to be engaged in, the distribution of the new Notes. See "The Exchange Offer -- Procedures for Tendering." If you are a broker-dealer that will receive new Notes for your own account in exchange for old Notes that you acquired as a result of your market-making or other trading activities, you will be required to acknowledge in the letter of transmittal that you will deliver a prospectus in connection with any resale of these new Notes.
RESALE OF NEW NOTES.....	We believe that you can resell and transfer your new Notes without registering them under the Securities Act and delivering a prospectus, if you can make the same three representations that appear above under the heading "Procedures for Participating in the Exchange Offer." Our belief is based on interpretations of the SEC for other exchange offers that the SEC has expressed in some of its no-action letters to other issuers in exchange offers like ours. We cannot guarantee that the SEC would make a similar decision about this exchange offer. If our belief is wrong, or if you cannot truthfully make the representations appearing above, and you transfer any new Note issued to you in the exchange offer without meeting the registration and prospectus delivery requirements of the Securities Act, or without an exemption from these requirements, you could incur liability under the Securities Act. We are not indemnifying you for any liability under the Securities Act. A broker-dealer can only resell or transfer new Notes if it will deliver a prospectus.
SPECIAL PROCEDURES FOR BENEFICIAL OWNERS.....	If your old Notes are held through a broker, dealer, commercial bank, trust company or other nominee and you wish to surrender your old Notes, you should contact your intermediary promptly and instruct it to surrender the old Notes on your behalf.

GUARANTEED DELIVERY

PROCEDURES.....	If you cannot meet the expiration date deadline, or you cannot deliver your old Notes, the letter of transmittal or any other documentation on time, then you must surrender your old Notes according to the guaranteed delivery procedures appearing below under "The Exchange Offer -- Guaranteed Delivery Procedures."

ACCEPTANCE OF YOUR OLD NOTES AND DELIVERY OF THE NEW

NOTES.....	We will accept for exchange any and all old Notes that are surrendered in the exchange offer prior to the expiration date if you comply with the procedures of the offer. The new Notes will be delivered on the earliest practicable date after the expiration date.
WITHDRAWAL RIGHTS.....	You may withdraw the surrender of your old Notes at any time prior to the expiration date.
APPRAISAL RIGHTS.....	You will not be entitled to any appraisal or dissenters' rights in connection with the exchange offer. See "The Exchange Offer -- Terms of the Exchange Offer."
U.S. FEDERAL INCOME TAX CONSEQUENCES.....	You will not have to pay federal income tax as a result of your participation in the exchange offer.
EXCHANGE AGENT.....	First Union National Bank is serving as the exchange agent in connection with the exchange offer. First Union National Bank also serves as trustee under the indenture that governs the Notes.

SUMMARY OF THE TERMS OF THE NEW NOTES

The terms of the new Notes are identical in all material respects to the terms of the old Notes, except that the registration rights and related additional interest provisions and the transfer restrictions applicable to the old Notes are not applicable to the new Notes. The new Notes will evidence the same debt as the old Notes. The new Notes and the old Notes will be governed by the same indenture.

ISSUER.....	Dollar General Corporation.
SECURITIES OFFERED.....	$200,000,000 in aggregate principal amount of 8 5/8% Exchange Notes due June 15, 2010.
MATURITY.....	The new Notes will bear interest at the rate of 8 5/8% per year, payable semi-annually in arrears on June 15 and December 15 of each year, commencing on December 15, 2000.
RANKING.....	The new Notes will be general unsecured obligations of Dollar General. As such, the new Notes will rank equally in right of payment with all other unsecured and unsubordinated debt of Dollar General. See "Description of Notes -- General."
SUBSIDIARY GUARANTORS.....	All of Dollar General's present and future Restricted Subsidiaries (as defined herein) will guarantee the new Notes. Each guarantee will rank equally in right of payment with all other unsecured and unsubordinated debt of that Restricted Subsidiary. The guarantee of a Restricted Subsidiary will be automatically

	released upon certain events. See "Description of Notes -- Subsidiary Guarantees."
OPTIONAL REPAYMENT.....	The holders of the Notes may require Dollar General to repay the Notes on June 15, 2005 at 100% of the principal amount of the Notes, plus accrued and unpaid interest. The Notes are not redeemable prior to maturity at our option. See "Description of Notes -- Optional Repayment."
COVENANTS.....	The indenture pursuant to which the new Notes will be issued contains covenants that, among other things, limit the ability of Dollar General and its Restricted Subsidiaries to secure indebtedness with security interests on certain property or stock or engage in certain sale and leaseback transactions with respect to certain properties. See "Description of Notes -- Restrictive Covenants."
EXCHANGE OFFER, REGISTRATION RIGHTS.....	Pursuant to a registration rights agreement among Dollar General, the Restricted Subsidiaries that are guarantors and the initial purchasers, Dollar General and the guarantors agreed (1) to file a registration statement, within 90 days after the original issue date of the old Notes with respect to an offer to exchange the old Notes for new Notes that are registered under the Securities Act and (2) to use their reasonable best efforts to cause such registration statement to be declared effective by the SEC within 180 days after the original issue date of the old Notes. In addition, under certain circumstances Dollar General and the guarantors may be required to file a shelf registration statement to cover resales of the old Notes by the holders thereof. Dollar General intends that the exchange offer will satisfy most of its obligations under the registration rights agreement.
USE OF PROCEEDS.....	We will not receive any proceeds from the exchange offer. The net proceeds from the offering of the old Notes was approximately $198,168,000, after deducting the discount to the initial purchasers and estimated offering expenses, and those proceeds were used to repay our outstanding short-term debt and for general corporate purposes. See "Use of Proceeds."

GENERAL

Dollar General is a leading discount retailer of quality general merchandise at everyday low prices. Through conveniently located stores, we offer a focused assortment of consumable basic merchandise including health and beauty aids, packaged food products, cleaning supplies, housewares, stationery, seasonal goods, basic apparel and domestics. Dollar General stores serve primarily low-, middle- and fixed-income families. On April 28, 2000, we operated 4,510 stores located in 24 states, primarily in the midwestern and southeastern United States.

Dollar General opened its first store in 1955. In the last five years, we have experienced a rapid rate of expansion, increasing our number of stores from 2,059 stores at January 31, 1995 to 4,510 stores at April 28, 2000. In addition to growth from new store openings, we recorded same-store sales increases of 8.4%, 8.3% and 6.4% in fiscal 1997, 1998 and 1999, respectively. In the fiscal quarter ended April 28, 2000, we recorded same-store sales increases of 4.0%, as compared to 5.7% over the same period in 1999. For fiscal years 1995 through 1999, our net sales increased at a compound annual growth rate of 21.8%, our operating income increased at a compound annual growth rate of 23.6% and our net income increased at a compound annual growth rate of 24.4%. In the fiscal quarter ended April 28, 2000, as compared to the same period in 1999, our net sales increased 18.1%, our operating income increased 22.3% and our net income increased 22.0%. Our business is somewhat seasonal in nature. Because of the holiday season, our sales and net income are slightly higher in the fourth quarter than in other quarters.

BUSINESS STRATEGY

Our mission statement is "A Better Life for Everyone!" To carry out this mission, we have developed a business strategy that focuses on providing our customers with a focused assortment of consumable basic merchandise in a convenient, small-store format.

Our Customers. We serve the consumable basics needs of customers primarily in the low-, middle-and fixed-income brackets. Specifically, two-thirds of our customers live in households earning less than $30,000 a year, and nearly half earn less than $20,000 a year. We believe that we are well positioned to meet the consumable basics needs of the increasing number of consumers in this group.

Our Stores. Our stores average 6,700 selling square feet and usually are located within three to five miles of our customers' homes. In addition, most of our stores are in small towns with populations of less than 25,000. This appeals to our target customers, many of whom prefer the convenience of a small, neighborhood store. As the discount store industry continues to move toward larger, "super-center" type stores which are often built outside of towns, Dollar General's convenience discount store format has become even more appealing to a wider range of consumers.

Our Merchandise. We are committed to offering a focused assortment of quality, consumable basic merchandise in a number of core categories such as health and beauty aids, packaged food products, cleaning supplies, housewares, stationery, seasonal goods, basic apparel and domestics. By consistently offering a focused assortment of consumable basic merchandise, we encourage customers to shop our stores for their everyday household needs, leading to frequent customer visits. In 1999, the average customer transaction was $8.14.

Our Prices. We distribute quality, consumable basic merchandise at everyday low prices. Our low-cost operating structure and focused assortment of merchandise allow us to offer quality merchandise with compelling value. As part of this strategy, we emphasize even-dollar price points. The majority of our products are priced at $10 or less, with nearly 50% of our products priced at $1 or less. Our most expensive items are generally priced at $35.

Our Cost Controls. We maintain strict overhead cost controls and seek to locate stores in neighborhoods where store rental and operating costs are low. We continue to utilize new technology where it is cost effective to improve our operating efficiencies.

GROWTH STRATEGY

We believe that our future growth will come from a combination of merchandising initiatives, new store growth and infrastructure investments.

Merchandising Initiatives. In response to our customer research findings, we introduced several new national brand items in key consumable categories in 1999. In 2000, we plan to expand the selection of store brands in housecleaning products and food and take advantage of opportunity purchases that reflect our consumable basics strategy. We also intend to utilize new plan-o-gram technology to improve inventory productivity and retrofit approximately 700 small stores to a more productive prototype. We will continue to evaluate the performance of our consumable product categories and make changes where appropriate. We believe these merchandising initiatives have contributed and will continue to contribute to same-store net sales increases.

New Store Growth. We believe that our convenient, small-store format is adaptable to towns and neighborhoods throughout the country. We currently serve more than 2,800 communities with populations of fewer than 25,000. According to the Census Bureau, there are approximately 18,000 such communities in the United States. We will continue to focus on towns and neighborhoods within our current 24-state market area where we believe that we have the potential to significantly expand our store base. By opening new stores in our existing market area, we take advantage of brand awareness and maximize our operating efficiencies. In addition, we expect to explore the potential for geographic expansion as opportunities present themselves. We currently target an annual new store sales growth rate of at least 14% per year. In 2000, Dollar General plans to open 675-700 new stores and relocate an additional 200-250 stores. In the fiscal quarter ended April 28, 2000, we opened 239 new stores, remodeled or relocated 87 stores and closed 23 stores. On April 28, 2000, we operated 4,510 stores.

Infrastructure Investments. Dollar General continues to make significant investments in infrastructure. We believe that these investments will enable Dollar General to continue to aggressively grow its store base and continually improve its operating margin. We realize significant cost efficiencies by locating our stores in close proximity to our distribution centers. In 1999, we completed construction of a new 1.2 million square foot distribution center in Fulton, Missouri and completed expansions to existing distribution centers in South Boston, Virginia and Ardmore, Oklahoma. We plan to complete a 1.0 million square foot distribution center in Alachua, Florida, in the second half of 2000 and a 1.2 million square foot distribution center in Zanesville, Ohio in the first half of 2001.

MERCHANDISE

Dollar General stores offer a focused assortment of quality, consumable basic merchandise in a number of core categories. In fiscal 1999, national brand merchandise represented more than 50% of our net sales, up from 35% in 1998.

We believe that our merchandising strategy generates frequent repeat customer traffic. We can offer everyday low prices to our customers in large part because our buying staff negotiates low purchase prices from our suppliers. We purchase our merchandise from a wide variety of suppliers -- no supplier accounted for more than 6% of our purchases in fiscal 1999.

In order to fulfill Dollar General's commitment to maintain high in-stock levels of core merchandise, we generally limit our stock keeping units, or SKUs, per store to approximately 3,500 items. We believe our risk of inventory obsolescence is low because we offer quality, consumable basic merchandise. Our stores receive merchandise shipments weekly from our distribution centers.

USE OF PROCEEDS

The exchange offer is intended to satisfy most of our obligations under the registration rights agreement that we entered into relating to the old Notes. We will not receive any proceeds from the exchange offer. You will receive, in exchange for old Notes tendered by you in the exchange offer, new Notes in like principal amount. The old Notes surrendered in exchange for the new Notes will be retired and canceled and cannot be reissued. Accordingly, the issuance of the new Notes will not result in any increase of our outstanding debt. The net proceeds from the offering of the old Notes was approximately $198,168,000, after deducting the discount to the initial purchasers and estimated offering expenses, and those proceeds were used to repay our outstanding short-term debt and for general corporate purposes.

CAPITALIZATION

The following table sets forth our consolidated capitalization at April 28, 2000 (unaudited) and as adjusted to give effect to the sale of the old Notes and the use of the proceeds therefrom. The table should be read in conjunction with our consolidated financial statements and the notes to those consolidated financial statements incorporated by reference herein and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

	APRIL 28, 2000	
	ACTUAL	AS ADJUSTED
	(IN THOUSANDS)	
Cash and cash equivalents	$ 28,397	$ 45,165
Short-term debt:		
Short-term borrowings(1)	$ 181,400	$ 0
Current portion of long-term debt	1,554	1,554
Other short-term debt	0	0
Total short-term debt	$ 182,954	$ 1,554
Long-term debt:		
Senior unsecured notes	$ 0	$ 200,000
Other long-term debt	2,240	2,240
Total long-term debt	$ 2,240	$ 202,240
Shareholders' equity:		
Preferred stock(2)	$ 0	$ 0
Common stock(3)	164,155	164,155
Additional paid-in capital	235,619	235,619
Retained earnings	507,732	507,732
Total shareholders' equity	$ 907,506	$ 907,506
Total capitalization	$1,092,700	$1,111,300

(1) Consists primarily of borrowings under our $175 million revolving credit facility. At June 20, 2000, we had $140 million of cash borrowings under this revolving credit facility and $108.5 million of cash borrowings under other short-term bank lines of credit. The net proceeds from the sale of the Notes were used to repay a substantial portion of these short-term borrowings.

(2) 10,000,000 shares authorized, $.50 stated value, of which no shares were issued and outstanding at April 28, 2000.

(3) 500,000,000 shares authorized, $.50 par value, of which 328,310,000 shares were issued and outstanding at April 28, 2000 (as adjusted to reflect the 5 for 4 stock split effective May 22, 2000).

SELECTED CONSOLIDATED FINANCIAL AND OPERATING DATA

The selected consolidated financial data of Dollar General for the five years ended January 31, 1996, January 31, 1997, January 30, 1998, January 29, 1999 and January 28, 2000 are derived from the audited consolidated financial statements of Dollar General. The audited consolidated financial statements were audited by PricewaterhouseCoopers LLP for the fiscal years ended January 31, 1996 and 1997 and were audited by Deloitte & Touche LLP for each of the three most recent fiscal years. The consolidated financial statements as of January 29, 1999 and January 28, 2000, and for each of the years in the three year period ended January 28, 2000, and the report therein, are incorporated by reference in this prospectus. The selected financial data for each of the three-month periods ended April 30, 1999 and April 28, 2000 are derived from unaudited consolidated financial statements. The unaudited consolidated financial statements include all adjustments, consisting of normal recurring items, which Dollar General's management considers necessary for a fair presentation of the financial position and the results of operations for these periods. The results for the interim periods may not be indicative of the results for a full year. The unaudited interim financial statements as of April 28, 2000 and April 30, 1999, and each of the three-month periods ending on these dates, are incorporated by reference in this prospectus. The following data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements, including the notes thereto, included or incorporated by reference in this prospectus.

	FISCAL YEAR ENDED JANUARY,					THREE MONTHS ENDED APRIL,	
	1996	1997	1998	1999	2000	1999	2000
	(AMOUNTS IN THOUSANDS, EXCEPT NUMBER OF STORES, PER SHARE DATA AND OPERATING DATA)						
INCOME STATEMENT DATA:							
Net sales	$1,764,188	$2,134,398	$2,627,325	$3,220,989	$3,887,964	$ 844,593	$ 997,079
Gross profit	503,619	604,795	742,135	905,877	1,097,791	225,947	272,709
Operating profit	148,907	189,676	235,543	289,264	349,302	57,896	70,831
Interest expense	7,361	4,659	3,764	8,349	5,157	879	1,278
Net income	87,818	115,100	144,628	182,033	219,427	36,348	44,340
Earnings per common share(1):							
Basic	$ 0.39	$ 0.41	$ 0.51	$ 0.65	$ 0.71	$ 0.13	$ 0.13
Diluted	0.26	0.34	0.43	0.54	0.65	0.11	0.13
Cash dividends per common share(1)	0.04	0.05	0.07	0.08	0.10	0.03	0.03
Weighted average shares outstanding(1):							
Basic	272,842	275,186	275,781	276,321	305,024	278,511	329,476
Diluted	334,546	336,353	334,941	335,498	336,963	336,376	334,399
BALANCE SHEET DATA:							
Total assets	$ 679,996	$ 718,147	$ 914,838	$1,211,784	$1,450,941	$1,325,426	$1,518,270
Long-term debt	3,278	2,582	1,294	786	1,200	647	2,240
Shareholders' equity	420,011	485,529	583,896	725,761	925,921	787,447	907,506
SELECTED OPERATING DATA:							
Gross margin	28.5%	28.3%	28.3%	28.1%	28.2%	26.8%	27.4%
Operating margin	8.4	8.9	9.0	9.0	9.0	6.9	7.1
Net income margin	5.0	5.4	5.5	5.7	5.6	4.3	4.4
Ratio of earnings to fixed charges(2)	5.7x	6.5x	8.2x	7.0x	7.2x	6.8x	7.1x
EBITDA(3)	$ 138,350	$ 174,152	$ 274,277	$ 342,376	$ 413,246	$ 72,722	$ 89,438

(1) As adjusted to give retroactive effect to all common stock splits.

(2) For purposes of computing the ratio of earnings to fixed charges, earnings consists of income before taxes on income and fixed charges, and fixed charges consists of interest expense, amortization of debt discount and expense and one-third of rental expense, deemed representative of an estimate of the interest portion of rental expense.

(3) EBITDA means operating profit plus depreciation and amortization. While EBITDA is not intended to represent cash flow from operations as defined by generally accepted accounting principles ("GAAP") and should not be considered as an indicator of operating performance or alternatives to cash flow (as measured by GAAP) as a measure of liquidity, the calculations of EBITDA contained herein are included to provide additional information with respect to Dollar General's ability to meet its future debt service, capital expenditure, rental and working capital requirements.

	FISCAL YEAR ENDED JANUARY,				
	1996	1997	1998	1999	2000
Net cash provided by (used in) operating activities	(17,769)	$170,091	$139,119	$218,610	$140,357
Net cash used in investing activities	(60,521)	(84,411)	(73,889)	(140,110)	(85,517)
Net cash (used in) provided by financing activities	49,589	(83,461)	(64,665)	(63,334)	(18,345)
Return on average assets	14.4%	16.5%	17.7%	17.1%	16.5%
Return on average equity	23.6%	25.4%	27.0%	27.8%	26.6%
Number of retail stores at end of period	2,416	2,734	3,169	3,687	4,294
Net sales per selling square foot for same-stores	$ 129	$ 135	$ 141	$ 148	$ 151
Change in same-store net sales	5.1%	8.2%	8.4%	8.3%	6.4%

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following section is substantially similar to the "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections in our most recent Annual Report on Form 10-K and our most recent Quarterly Report on Form 10-Q, which have been filed with the SEC. You should read this section together with the consolidated financial statements included in those reports. To obtain a copy of our most recent Annual Report and Quarterly Report, see "Available Information."

The following text contains references to years 2001, 2000, 1999, 1998 and 1997 which represent fiscal years ending February 1, 2002, February 2, 2001, January 28, 2000, January 29, 1999, and January 30, 1998, respectively. References to the first quarter of 2000 and the first quarter of 1999 represent the fiscal quarters ending April 28, 2000 and April 30, 1999, respectively. This discussion and analysis should be read with, and is qualified in its entirety by, the consolidated financial statements and the notes thereto.

GENERAL

During 1999, Dollar General achieved record sales and earnings and continued its rapid pace of new store openings. From 1995 through 1999, we had a compound annual growth rate of 21.8% in net sales and 24.4% in net income. For the first quarter of 2000, net sales increased 18.1% as compared to the same period in 1999 and net income increased 22.0% over the comparable 1999 period.

For the twelfth consecutive year, we increased our total number of store units. We opened 646 new stores in 1999, compared with 551 in 1998 and 468 in 1997. In 1999, we remodeled or relocated 409 stores, compared with 351 in 1998 and 195 in 1997. During the last three years, we opened, remodeled or relocated 2,620 stores, accounting for approximately 60% of the total stores as of January 28, 2000. At April 28, 2000, we operated 4,510 stores as a result of opening 239 new stores, remodeling or relocating 87 stores and closing 23 stores in the first quarter of 2000. In 2000, we anticipate opening an aggregate 675 to 700 new stores and relocating approximately 200 to 250 existing stores. We will continue to focus on opening stores within 200 miles of our distribution centers.

The new store additions and relocations in 1999 and through the first quarter of 2000, net of 62 closed stores, added an aggregate of approximately 6.9 million selling square feet to our total sales space, providing us with an aggregate of approximately 30.6 million selling square feet at April 28, 2000. Our average store measured approximately 6,800 selling square feet at April 28, 2000, 6,700 selling square feet at fiscal year end 1999 and 6,400 selling square feet at fiscal year end 1998 and 1997.

In 1998, we introduced a preferred development program to support continued new store growth. This program enables us to partner with established development firms to build stores in markets where existing, acceptable retail space is unavailable. We opened 141 new stores through this program in 1999 and 50 new stores in 1998. In 2000, we plan to open approximately 200 preferred development stores. In 1999, the average size of a new preferred development store increased to approximately 7,700 selling square feet from 6,500 in 1998.

In the second quarter of 1999, we completed a 450,000 square foot expansion of our Ardmore, Oklahoma distribution center. In the third quarter of 1999, we opened our seventh distribution center, a 1.2 million square foot facility located in Fulton, Missouri. This opening was achieved with minimal disruption to the flow of merchandise to stores. We plan to open an eighth distribution center in Alachua, Florida in the second half of 2000. Continuing to support our rapidly growing store base and improving distribution efficiencies, we intend to open our ninth distribution center in Zanesville, Ohio in the first half of 2001. On April 19, 2000, we announced the closing of our Homerville, Georgia distribution center. This 500,000 square foot facility is being closed because the physical constraints of the facility prevent it from adequately serving the needs of the Dollar General stores it supplies.

During 1999, we developed a new distribution center merchandise replenishment system, expanded electronic data interchange capabilities and installed a new transportation management system to improve routing and loading efficiencies. In 2000, we began the two-year implementation of a new store technology

platform. In the first half of 2000, we installed faster, more reliable flatbed scanners in all stores. In the second quarter of 2000, we have initiated a register replacement program for existing stores. We plan to install new registers in approximately 1,700 stores in 2000 and in all remaining stores in 2001. We also plan to establish a perpetual inventory system in approximately 75% of our stores by year-end. These upgrades will enable us to gather more accurate sales and inventory information and to expand the utilization of automatic inventory replenishment. In addition to replacing several administrative legacy systems, we will also upgrade our financial and human resources systems to improve processes and enhance reporting capabilities.

RESULTS OF OPERATIONS

The nature of our business is seasonal. Historically, our sales in the fourth quarter have been higher than our sales in each of the first three quarters of the fiscal year. Thus, our expenses, and to a greater extent our operating income, vary by quarter. Results of a period shorter than a full year may not be indicative of results expected for the entire year. Furthermore, comparing any period to a period other than the same period of a previous year may reflect the seasonal nature of our business.

Three Months Ended April 28, 2000 and April 30, 1999

Net Sales. Net sales for the first three months of 2000 increased $152.5 million, or 18.1%, to $997.1 million from $844.6 million for the comparable period in 1999. The increase resulted from 658 net additional stores being in operation as of April 28, 2000, as compared with April 30, 1999, and an increase of 4.0% in same-store sales. The increase in same-store sales for the three months ended April 28, 2000 was primarily driven by continued improvements in our consumable basic merchandise mix. Same-store sales growth resulted in a 5.7% increase for the same period last year, which was driven by improved in-stock levels and improvements in our consumable basic merchandise mix. We define same-stores as those stores which were opened before the beginning of the prior fiscal year and which have remained open throughout both the prior and current fiscal years.

During the second quarter of 2000, we are planning to convert all stores to a new merchandise layout. Approximately 500 new items will be added to the new store layout and approximately 700 items will be deleted. While we are excited about the prospects of the new merchandising program, management anticipates sales will be negatively impacted while the stores move fixtures and set the new layout. For the second quarter of 2000, management anticipates net sales to increase 12-14% and same-store sales to be approximately flat.

Gross Profit. Gross profit for the first three months of 2000 was $272.7 million, or 27.4% of net sales, compared with $225.9 million, or 26.8% of net sales, in the same period last year. Higher markup, lower shrinkage accrual and lower distribution and transportation expense are the primary reasons for this increase. Management anticipates gross profit as a percentage of net sales to increase slightly for the second quarter of 2000 primarily as a result of higher initial markup on purchases.

Selling, General and Administrative Expense. Selling, general and administrative ("SG&A") expense for the first three months of 2000 totaled $201.9 million, or 20.3% of net sales, compared with $168.1 million, or 19.9% of net sales, during the comparable period last year. Total SG&A expense increased primarily as a result of 658 net additional stores being in operation as compared to the comparable three-month period last year. Lower than expected sales also negatively impacted SG&A expense as a percentage of net sales in the first quarter of 2000. For the second quarter of 2000, management anticipates SG&A as a percentage of net sales to increase compared to the second quarter of 1999 as a result of flat same-store sales.

Interest Expense. Interest expense increased to $1.3 million in the first quarter of 2000, as compared to $0.9 million during the comparable period last year. This increase is the result of higher short-term borrowings primarily due to the repurchase of $65.5 million of common stock in the first quarter. Management anticipates interest expense to be slightly higher as a percentage of net sales for the second quarter of 2000 compared with the second quarter of 1999.

Provision for Taxes on Income. The effective income tax rate was 36.25% for the three-month periods ended April 28, 2000 and April 30, 1999. Management anticipates the rate to be approximately 36.25% for the second quarter of 2000.

Fiscal Years Ended January 28, 2000, January 29, 1999 and January 30, 1998

Net Sales. Net sales totaled $3.89 billion for 1999, $3.22 billion for 1998 and $2.63 billion for 1997. These totals represent annual increases of 20.7% in 1999, 22.6% in 1998 and 23.1% in 1997. These increases resulted from 607 net new stores and a same-store net sales increase of 6.4% in 1999, 518 net new stores and a same-store net sales increase of 8.3% in 1998, and 435 net new stores and a same-store net sales increase of 8.4% in 1997. The increase in same-store sales for 1999 resulted from continued improvements in our consumable basic merchandise mix and improved in-stock levels. The same-store sales increase for 1998 was primarily driven by the addition of 700 faster-turning consumable items to the merchandise mix and refurbishing more than 2,400 stores to a new prototype reflecting a 65% hardlines/35% softlines space allocation versus the previous 50%/50% allocation. In 2000, management anticipates total sales will increase at least 20% and same-store sales will increase 5 to 7%.

Gross Profit. Gross profit for 1999 was $1.10 billion compared with $905.9 million in 1998 and $742.1 million in 1997. Gross profit as a percentage of net sales was 28.2% for 1999 compared with 28.1% for 1998 and 28.3% for 1997. The 1999 result includes an increase in distribution expense as a percentage of net sales, reflecting higher occupancy costs due to operating one additional distribution center. This increase was partially offset by lower markdowns and inventory shrinkage, both as a percentage of net sales. The 1998 result reflects an increase in inventory shrinkage as a percentage of net sales offset slightly by reduced distribution expense as a percentage of net sales and higher initial mark-up. In 1999, inventory shrinkage was 2.2% of net sales compared with 2.5% in 1998 and 2.2% in 1997. In 2000, management anticipates gross margin will decrease slightly, reflecting higher distribution center expense associated with operating an additional distribution center and lower initial markup on purchases.

Selling, General and Administrative Expense. Total SG&A expense as a percentage of net sales was 19.3% in 1999, compared with 19.1% in 1998 and 19.3% in 1997. SG&A expense for 1999 was $748.5 million, compared with $616.6 million in 1998 and $506.6 million in 1997. In 1999, the higher SG&A expense as a percentage of net sales resulted primarily from higher store labor and rent expense. In 1998, the lower SG&A as a percentage of net sales resulted primarily from (a) lower advertising costs through the elimination of the December direct-mail circular and (b) lower employee incentive compensation offset slightly by an increase in workers' compensation expense. All other SG&A expense categories as a percentage of net sales remained relatively flat. In 2000, management anticipates leveraging SG&A expense as a percentage of net sales resulting in a modest improvement in operating margin.

Interest Expense. In 1999, interest expense was $5.2 million compared with $8.3 million in 1998 and $3.8 million in 1997. The decreased interest expense in 1999 resulted primarily from lower average short-term borrowings as a result of cash received from sale/leasebacks. The increased interest expense in 1998 resulted primarily from increased short-term borrowings used to finance the additional inventory required to supply two new distribution centers and 518 net new stores and from the timing of our repurchase of common stock. Daily average total debt outstanding equaled $132.9 million during 1999 compared with $153.2 million in 1998 and $74.8 million in 1997. Management expects that interest expense as a percentage of net sales for 2000 will be higher, reflecting increased costs associated with financing greater capital expenditures.

Provision for Taxes on Income. The effective income tax rates for 1999, 1998 and 1997 were 36.2%, 35.2% and 37.6%, respectively. The effective tax rate decreased between 1997 and 1999 primarily as a result of effective tax planning strategies. The 1998 effective tax rate also reflects a one-time tax benefit resulting from the change of state of incorporation to Tennessee from Kentucky. Management anticipates the effective tax rate for 2000 to be approximately 36.2%.

Net Income. For the fourth consecutive year, we increased net income by more than 20%. In 1999, net income totaled $219.4 million (a 20.5% increase), compared with $182.0 million (a 25.9% increase) in

1998 and $144.6 million (a 25.6% increase) in 1997. In 2000, management anticipates earnings to increase at least 20%.

Return on Equity and Assets. The ratio of net income to average shareholders' equity was 26.6% in 1999, compared with 27.8% in 1998 and 27.0% in 1997. Return on average assets was 16.5% in 1999 compared with 17.1% in 1998 and 17.7% in 1997.

LIQUIDITY AND CAPITAL RESOURCES

Working Capital. Working capital was $584.0 million at April 28, 2000, compared with $486.4 million at April 30, 1999. Working capital increased to $623.2 million in 1999, compared with $423.8 million in 1998 and $359.0 million in 1997. The ratio of current assets to current liabilities (current ratio) was 2.1 at April 28, 2000 and 2.3 at January 28, 2000, compared with 1.9 at April 30, 1999 and January 28, 2000 and 2.2 at January 30, 1998.

Cash Flows from Operating Activities. Net cash used by operating activities totaled $105.0 million during the first three months of 2000, compared to $126.4 million for the comparable period last year. The decrease in use of cash was primarily the result of a smaller increase in inventories this year as compared to last year. A decrease in existing store inventories and lower distribution center inventories partially offset the increased inventory required to support operating 658 additional stores and one additional distribution center.

Net cash provided by operating activities was $140.4 million in 1999, compared with $218.6 million in 1998 and $139.1 million in 1997. This decrease in net cash was primarily driven by decreased accrued expenses as a result of the advances received in 1998 from the sale/leasebacks of the South Boston, Virginia distribution center expansion and the Ardmore, Oklahoma distribution center. In 1998, the increased cash generated from net income before depreciation and deferred taxes was offset partially by the increased inventory levels required to stock the Indianola, Mississippi and Villa Rica, Georgia distribution centers, the 518 net new stores and the new basic apparel program.

Cash Flows from Investing Activities. Net cash used by investing activities totaled $45.4 million during the first three months of 2000, compared to $9.0 million in the comparable period last year. The increase in cash used by investing activities was primarily the result of proceeds received in 1999 from the sale/leaseback of the South Boston, Virginia distribution center expansion. Current period cash used resulted from $45.5 million in capital expenditures, primarily in connection with opening 239 new stores during the first three months of 2000.

Capital expenditures in 1999 totaled $152.7 million, compared with $140.3 million in 1998 and $107.7 million in 1997. We opened 646 new stores and relocated or remodeled 409 stores at a cost of $74.4 million in 1999. Capital expenditures for new, relocated and remodeled stores totaled $61.6 million and $39.4 million during 1998 and 1997, respectively.

Distribution-related capital expenditures totaled $43.2 million in 1999, resulting primarily from costs associated with the 450,000 square foot expansion of the Ardmore, Oklahoma distribution center and the purchase of new delivery trailers. In 1998, we spent $45.9 million, primarily on costs associated with the 484,000 square foot expansion of the South Boston, Virginia distribution center and the purchase of new delivery trailers. In 1997, we spent $26.2 million, primarily on costs associated with the expansion of the Scottsville, Kentucky distribution center and the purchase of new delivery trailers.

During 1998, we entered into agreements to sell and leaseback the Ardmore, Oklahoma distribution center (including the expansion) and the expansion of the South Boston, Virginia distribution center. We received cash advances on these sales which were included in accrued expenses as of January 29, 1999. During 1999, the construction of these expansions was completed and we recorded the sales of these properties.

Capital expenditures during 2000 are projected to be approximately $270-280 million. This includes approximately $202 million for new stores, remodels and relocations, including $122 million for the construction of company-owned stores; approximately $18 million for upgrading existing stores to the new

technology platform; and approximately $17 million for transportation equipment and logistics technology. We anticipate funding 2000 capital expenditures with cash flow from operations, borrowings under existing credit facilities and the proceeds of this offering.

Cash Flows from Financing Activities. Total debt at April 28, 2000 (including current maturities and short-term borrowings) was $185.2 million, compared with $114.9 million at April 30, 1999. Total debt at January 28, 2000 was $2.4 million, compared with $1.5 million in 1998 and $24.7 million in 1997. Long-term debt at April 28, 2000 and January 28, 2000 was $2.2 million and $1.2 million, respectively, compared with $0.6 million, $0.8 million and $1.3 million, respectively, at April 30, 1999, January 29, 1999 and January 30, 1998. The average daily short-term debt was $132.9 million in 1999, compared with $153.2 million in 1998 and $74.8 million in 1997. We paid off all short-term borrowings at fiscal year end 1999 with internally generated funds.

Because of the significant impact of seasonal buying, for example, spring and December holiday purchases, our working capital requirements vary significantly during the year. In 1999, these working capital requirements were financed by short-term borrowings under our $175 million revolving credit agreement (the "revolver") and seasonal bank lines of credit totaling $105 million at January 28, 2000. We had short-term borrowings of $181.4 million outstanding as of April 28, 2000 and $113.6 million as of April 30, 1999. Our maximum outstanding short-term indebtedness in 1999 was $218.8 million in November 1999, compared with $312.6 million in October 1998. Seasonal bank lines of credit are subject to renewal on various dates throughout 2000, and we currently anticipate that these agreements will be renewed. Management believes the existing revolver and seasonal bank lines will be sufficient to fund its working capital requirements in 2000. Seasonal working capital expenditure requirements will continue to be met through cash flow provided by operations supplemented by the revolving credit/term loan facility and short-term bank lines of credit.

In the first quarter of 2000, we repurchased approximately 3.6 million shares of common stock for an aggregate purchase price of $65.5 million. In 1999, we repurchased approximately 2.8 million shares of common stock for an aggregate purchase price of $50.7 million. Under the current authorization from the Board of Directors, we can repurchase approximately 1.4 million additional shares.

MARKET RISK

We are subject to market risk from exposure to changes in interest rates based on our financing, investing and cash management activities. We utilize a credit facility to fund seasonal working capital requirements which is comprised of variable rate debt.

With certain instruments entered into for other than trading purposes, we have exposure to market risk for changes in interest rates primarily related to our revolving and seasonal lines of credit and certain lease obligations. Under these obligations, we have cash flow exposure due to our variable interest rates.

We seek to manage this interest rate risk through the use of interest rate swaps. In 1999, we entered into interest rate swap agreements totaling $200 million which are scheduled to be in place through February 2001, at which time the counterparties have the option to extend the agreements through 2002. These swap agreements exchange our floating interest rate exposure to a fixed interest rate. We will pay a weighted average fixed rate of 5.14% on the $200 million notional amount. The fair value of the interest rate swap agreements was $2.9 million at April 28, 2000. These swap agreements replaced four interest rate swap agreements totaling $200 million and exchanging floating rate exposure to a fixed interest rate.

A 1% change in interest rates would have resulted in a pre-tax expense fluctuation of approximately $3.6 million and $1.5 million in 1999 and 1998, respectively. In 2000, we do not anticipate this expense fluctuation to vary materially from the estimated impact on 1999.

EFFECTS OF INFLATION AND CHANGING PRICES

We believe that inflation and/or deflation had a minimal impact on our overall operations during 1999, 1998 and 1997. In particular, the effect of deflation on cost of goods sold has been minimal as reflected by the small fluctuations in LIFO reserves in 1999, 1998 and 1997.

ACCOUNTING PRONOUNCEMENTS

We will adopt Statement of Financial Accounting Standards (SFAS) No. 133, "Accounting for Derivative Instruments and Hedging Activities," for the fiscal year ending February 1, 2002. We are in the process of analyzing the impact of the adoption of this Statement. We will adopt SEC Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements," during the quarter ended February 2, 2001. We do not expect this Bulletin to have a material impact on our financial statements.

YEAR 2000

To date, we have not experienced any major computer system problems or interruptions of our business related to Year 2000 issues. Our Year 2000 remedial efforts cost approximately $510,000. This expense excludes the costs of previously planned software implementations and the salaries of existing employees involved in the Year 2000 remedial efforts. Costs were expensed when incurred. Although we do not anticipate any material future problems related to Year 2000 issues, there is no guarantee that such problems will not arise in the future. We do, however, maintain a comprehensive business continuity plan that addresses potential business interruptions such as the occurrence of unidentified Year 2000 issues.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

We have incorporated by reference or made forward-looking statements in this prospectus, and may make other written or oral statements with the approval of an authorized executive officer of Dollar General, that are subject to risks and uncertainties. Forward-looking statements include those statements preceded by, followed by or that otherwise include the words or phrases: "believes," "expects," "anticipates," "projects," "intends," "should result," "estimates" or other similar expressions. For those statements, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995.

You should understand that the following important factors, in addition to those discussed elsewhere in this prospectus and the documents which are incorporated herein by reference, could affect the future results of Dollar General and could cause those results to differ materially from those expressed in our forward-looking statements:

- general transportation and distribution delays or interruptions;

- inventory risks due to shifts in market demand;

- changes in our product mix;

- interruptions in the business of our suppliers;

- fuel price and interest rate fluctuations;

- costs and delays associated with building, opening and operating new distribution centers and stores;

- increased competition;

- ability to continue to purchase inventory on favorable terms and to accomplish new merchandising initiatives; and

- conditions affecting the availability, acquisition and development of real estate and our ability to obtain leases on favorable terms.

Caution should be taken not to place undue reliance on forward-looking statements, since the statements speak only as of the date they are made. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of future events, new information or otherwise. Additional information concerning the risks and uncertainties listed above and other factors you may wish to consider are set forth in our Annual Report on Form 10-K for the year ended January 28, 2000 and other reports we file from time to time with the SEC. See "Available Information."

THE EXCHANGE OFFER

PURPOSE AND EFFECT OF THE EXCHANGE OFFER

We sold the old Notes on June 21, 2000 to Credit Suisse First Boston Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and Wachovia Securities, Inc. pursuant to a purchase agreement. These initial purchasers subsequently sold the old Notes to "qualified institutional buyers," as defined in Rule 144A under the Securities Act, in reliance on Rule 144A.

As a condition to the initial sale of the old Notes, Dollar General, its subsidiaries that guaranteed the Notes and the initial purchasers entered into a registration rights agreement. Pursuant to the registration rights agreement, we agreed to:

- file an exchange offer registration statement with the SEC on or prior to 90 days after the original issue date of the old Notes,

- use our reasonable best efforts to have the exchange offer registration statement declared effective by the SEC within 180 days after the original issue date of the old Notes,

- unless the exchange offer would not be permitted by applicable law or SEC policy, commence the exchange offer and use our reasonable best efforts to issue on or prior to 40 days after the date on which the exchange offer registration statement has been declared effective by the SEC, exchange new Notes in exchange for all old Notes tendered prior thereto in the exchange offer, and

- if obligated to file a shelf registration statement, use our reasonable best efforts to file the shelf registration statement with the SEC as promptly as practicable but in no event more than 90 days after such filing obligation arises and to thereafter cause the shelf registration statement to be declared effective by the SEC as promptly as practicable thereafter.

The registration rights agreement provides that we will be required to pay additional interest on the old Notes over and above the regular interest of the old Notes:

- if on or prior to 90 days following the original issue date of the old Notes or the date on which we become obligated to file a shelf registration statement, neither the exchange offer registration statement nor a shelf registration statement has been filed with the SEC;

- if on or prior to 180 days following the original issue date of the old Notes or the date on which we become obligated to file a shelf registration statement, neither the exchange offer registration statement nor a shelf registration statement has been declared effective by the SEC;

- if on or prior to 40 days after the date on which the exchange offer registration statement has been declared effective, the exchange offer has not been consummated; or

- if after either the exchange offer registration statement or the shelf registration statement is declared effective, (a) such registration statement thereafter ceases to be effective, or (b) such registration statement or the related prospectus ceases to be unable (except as permitted in the registration rights agreement) in connection with exchanges of the Notes or resales of transfer restricted securities, as applicable during the periods specified therein because either (x) any event occurs as a result of which the related prospectus forming part of such registration statement would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or (y) it shall be necessary to amend such registration statement or supplement the related prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder.

Once we complete this exchange offer, we will no longer be required to pay additional interest on the old Notes.

We agreed to issue and exchange the new Notes for all old Notes validly tendered and not validly withdrawn prior to the expiration of the exchange offer. A copy of the registration rights agreement has been filed as an exhibit to the registration statement which includes this prospectus. The filing of the registration statement is intended to satisfy most of our obligations under the registration rights agreement and the purchase agreement.

The term "holder" with respect to the exchange offer means any person in whose name old Notes are registered on the trustee's books or any other person who has obtained a properly completed bond power from the registered holder, or any person whose old Notes are held of record by The Depository Trust Company (the "Depositary" or "DTC") who desires to deliver the old Notes by book-entry transfer at DTC.

TERMS OF THE EXCHANGE OFFER

Based on the terms and conditions in this prospectus and in the letter of transmittal, we will issue $1,000 principal amount of new Notes in exchange for each $1,000 principal amount of outstanding old Notes properly surrendered pursuant to the exchange offer and not withdrawn prior to the expiration date. Old Notes may be surrendered only in integral multiples of $1,000. The form and terms of the new Notes are the same as the form and terms of the old Notes, except that

- the new Notes will be registered under the Securities Act and, therefore, the new Notes will not bear legends restricting the transfer of the new Notes and

- holders of the new Notes will not be entitled to any of the registration rights and additional interest of holders of old Notes under the registration rights agreement, which will terminate upon the consummation of the exchange offer.

The new Notes will evidence the same indebtedness as the old Notes, which they replace, and will be issued under, and be entitled to the benefits of, the same indenture that authorized the issuance of the old Notes. As a result, both series of Notes will be treated as a single class of debt securities under the indenture.

As of the date of this prospectus, $200 million in aggregate principal amount of the old Notes is outstanding. Solely for reasons of administration, we have fixed the close of business on , 2000 as the record date for the exchange offer for purposes of determining the persons to whom this prospectus and the letter of transmittal will be mailed initially. There will be no fixed record date for determining holders of the old Notes entitled to participate in this exchange offer.

In connection with the exchange offer, the indenture governing the Notes does not give you any appraisal or dissenters' rights. We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement and the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the related SEC rules and regulations.

For all relevant purposes we will be regarded as having accepted properly surrendered old Notes if and when we give oral or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the surrendering holders of old Notes for the purposes of receiving the new Notes from us.

If you surrender old Notes in the exchange offer, you will not be required to pay brokerage commissions or fees. In addition, subject to the instructions in the letter of transmittal, you will not have to pay transfer taxes for the exchange of old Notes. We will pay all charges and expenses, other than certain applicable taxes described under "--Fees and Expenses."

EXPIRATION DATE; EXTENSIONS; AMENDMENTS

We will keep the exchange offer open for not less than 30 days, or longer if required by applicable law, after the date that we first mail notice of the exchange offer to the holders of the old Notes. The "expiration date" is 5:00
p.m., New York City time on , 2000 unless we extend the exchange offer, in which case the expiration date is the latest date and time to which we extend the exchange offer.

In order to extend the exchange offer, we will

- notify the exchange agent of any extension by oral or written notice and

- issue a press release or other public announcement which would include disclosure of the approximate number of old Notes deposited and which would be issued prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

We reserve the right

- to delay accepting any old Notes,

- to extend the exchange offer,

- to terminate or amend the exchange offer, and not accept for exchange any old Notes not previously accepted for exchange, upon the occurrence of any of the events set forth in "-- Conditions of the Exchange Offer" by giving oral or written notice to the exchange agent or

- to waive any conditions or otherwise amend the exchange offer in any respect, by giving oral or written notice to the exchange agent.

Any delay in acceptance, extension, termination or amendment will be followed as soon as practicable by a press release or other public announcement or post-effective amendment.

If the exchange offer is amended in a manner determined by us to constitute a material change, we will promptly disclose that amendment by means of a prospectus supplement or post-effective amendment that will be distributed to the holders. We will also extend the exchange offer for a period of five to ten business days, depending upon the significance of the amendment and the manner of disclosure to the holders, if the exchange offer would otherwise expire during the five to ten business day period.

We will have no obligation to publish, advertise or otherwise communicate any public announcement of any delay, extension, amendment or termination that we may choose to make, other than by making a timely release to an appropriate news agency.

INTEREST ON THE NEW NOTES

The new Notes will accrue cash interest on the same terms as the old Notes at the rate of 8 5/8% per year from June 21, 2000, payable semi-annually in arrears on June 15 and December 15 of each year, commencing December 15, 2000. Old Notes accepted for exchange will not receive accrued interest thereon at the time of exchange. However, each new Note will bear interest from the most recent date to which interest has been paid on the old Notes, or if no interest has been paid on the old Notes or the new Notes, from June 21, 2000.

RESALE OF THE NEW NOTES

We believe that you will be allowed to resell the new Notes to the public without registration under the Securities Act, and without delivering a prospectus that satisfies the requirements of Section 10 of the Securities Act, if you can make the representations set forth above under "Summary -- Summary of the Terms of the Exchange Offer -- Procedures for Participating in the Exchange Offer" on page 4. However, if you intend to participate in a distribution of the new Notes, you must comply with the registration requirements of the Securities Act and deliver a prospectus, unless an exemption from registration is otherwise available. In addition, you will be subject to additional restrictions if you are an "affiliate" of Dollar General as defined under Rule 405 of the Securities Act. You will be required to represent to Dollar General in the letter of transmittal accompanying this prospectus that you meet these conditions exempting you from the registration requirements.

Our belief is based on interpretations of the SEC for other exchange offers that the SEC expressed in some of its no-action letters to other issuers in exchange offers like ours. However, we have not asked the

SEC to consider this particular exchange offer in the context of a no-action letter. Therefore, you cannot be certain that the SEC will treat it in the same way it has treated other exchange offers in the past.

A broker-dealer that has bought old Notes for market-making or other trading activities must deliver a prospectus in order to resell any new Notes it has received for its own account in the exchange. This prospectus may be used by a broker-dealer to resell any of its new Notes. We have agreed in the registration rights agreement to send this prospectus to any broker-dealer that requests copies in the letter of transmittal for a period of up to 180 days after the registration statement relating to this exchange offer is declared effective. See "Plan of Distribution" for more information regarding broker-dealers.

PROCEDURES FOR TENDERING

General Procedures

If you wish to surrender old Notes, you must

- complete, sign and date the letter of transmittal, or a facsimile thereof,

- have the signatures guaranteed if required by the letter of transmittal and

- mail or deliver the letter of transmittal or the facsimile to the exchange agent at the address appearing below under "-- Exchange Agent" for receipt prior to the expiration date.

In addition, either

- certificates for your old Notes must be received by the exchange agent along with the letter of transmittal,

- a timely confirmation of a book-entry transfer of the old Notes into the exchange agent's account at DTC, pursuant to the procedure for book-entry transfer described below, must be received by the exchange agent prior to the expiration date or

- you must comply with the procedures described below under "-- Guaranteed Delivery Procedures."

THE METHOD OF DELIVERY TO THE EXCHANGE AGENT OF OLD NOTES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT YOUR ELECTION AND RISK. INSTEAD OF DELIVERY BY MAIL, IT IS RECOMMENDED THAT YOU USE AN OVERNIGHT OR HAND DELIVERY SERVICE, PROPERLY INSURED. IN ALL CASES, YOU SHOULD ALLOW SUFFICIENT

TIME TO ASSURE DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION DATE. DO NOT SEND THE LETTER OF TRANSMITTAL OR ANY OLD NOTES TO US. YOU MAY REQUEST THAT YOUR BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR NOMINEE PERFORM THESE TRANSACTIONS FOR YOU.

If you do not withdraw your surrender of old Notes prior to the expiration date, you will be regarded as agreeing to surrender the old Notes in accordance with the terms and conditions in this offer.

If you are a beneficial owner of the old Notes and your old Notes are held through a broker, dealer, commercial bank, trust company or other nominee and you want to surrender your old Notes, you should contact your intermediary promptly and instruct it to surrender the old Notes on your behalf.

Signatures and guarantee of signatures

Signatures on a letter of transmittal or a notice of withdrawal described below under "-- Withdrawal of Tenders," as the case may be, generally must be guaranteed by an eligible institution. You can submit a letter of transmittal without guarantee if you surrender your old Notes (1) as a registered holder and you have not completed the box titled "Special Delivery Instruction" on the letter of transmittal or (2) for the account of an eligible institution. In the event that signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, the guarantee must be made by

- a member firm of a registered national securities exchange or of the National Association of Securities Dealers,

- a commercial bank or trust company having an office or correspondent in the United States or

- an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act which is a member of one of the recognized signature guarantee programs identified in the letter of transmittal.

If you sign the letter of transmittal even though you are not the registered holder of any old Notes listed in the letter of transmittal, your old Notes must be endorsed or accompanied by a properly completed bond power, signed by the registered holder exactly as the registered holder's name appears on the old Notes.

In connection with any surrender of old Notes in definitive certificated form, if you sign the letter of transmittal or any old Notes or bond powers in your capacity as trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or if you are otherwise acting in a fiduciary or representative capacity, you should indicate this when signing. Unless waived by us, you must submit with the letter of transmittal evidence satisfactory to us of your authority to act in the particular capacity.

The exchange agent and DTC have confirmed that any financial institution that is a participant in DTC's system may utilize DTC's automated tender offer program to surrender old Notes.

Acceptance of tenders

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of surrendered old Notes will be determined by us in our sole discretion, which will be final and binding.

We reserve the absolute right to reject any and all old Notes not properly surrendered, nor will we accept any old Notes if our acceptance of them would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of surrender as to particular old Notes.

Unless waived, you must cure any defects or irregularities in connection with surrenders of old Notes within the time period we determine. Although we intend to notify holders of defects or irregularities in connection with surrenders of old Notes, neither we, the exchange agent nor anyone else will be liable for failure to give this notice. Surrenders of old Notes will not be deemed to have been made until any defects or irregularities have been cured or waived.

We do not currently intend to acquire any old Notes that are not surrendered in the exchange offer or to file a registration statement to permit resales of any old Notes that are not surrendered pursuant to the exchange offer. We reserve the right in our sole discretion to purchase or make offers for any old Notes that remain outstanding after the expiration date. To the extent permitted by law, we also reserve the right to purchase old Notes in the open market, in privately negotiated transactions or otherwise. The terms of any future purchases or offers could differ from the terms of the exchange offer.

Effect of surrendering old Notes

By surrendering old Notes pursuant to the exchange offer, you will be telling us that, among other things,

- you have full power and authority to surrender, sell, assign and transfer the old Notes surrendered,

- we will acquire good title to the old Notes being surrendered, free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sale agreements or other obligations relating to their sale or transfer, and not subject to any adverse claim when the old Notes are accepted by us,

- you are acquiring the new Notes in the ordinary course of your business,

- you have no arrangement or understanding with any person to participate in the distribution of the new Notes,

- you are not an "affiliate," as defined in Rule 405 under the Securities Act, of Dollar General or, if you are an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable,

- you acknowledge and agree that if you are not a broker-dealer, you are not engaged in, and you do not intend to be engaged in, the distribution of new Notes,

- you acknowledge and agree that if you are a broker-dealer registered under the Exchange Act or you are participating in the exchange offer for the purpose of distributing the new Notes, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale of the new Notes, and you understand that you cannot rely on the position of the SEC's staff in their no-action letters, and

- you understand that a secondary resale transaction described above and any resales of new Notes obtained by you in exchange for old Notes acquired by you directly from us should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508 of Regulation S-K of the SEC.

If you are a broker-dealer and you will receive new Notes for your own account in exchange for old Notes that were acquired as a result of market-making activities or other trading activities, you must acknowledge in the letter of transmittal that you will deliver a prospectus in connection with any resale of your new Notes. See "Plan of Distribution."

RETURN OF OLD NOTES

If any surrendered old Notes are not accepted for any reason described in this prospectus or if old Notes are withdrawn or are submitted for a greater principal amount than you desire to exchange, those old Notes will be returned without expense to (1) the person who surrendered them or (2) in the case of old Notes surrendered by book-entry transfer, into the exchange agent's account at DTC. The old Notes will be credited to an account maintained with DTC as promptly as practicable.

BOOK-ENTRY TRANSFER

The exchange agent will make a request to establish an account with respect to the old Notes at DTC for purposes of the exchange offer within two business days after the date of this prospectus. Any financial institution that is a participant in DTC's systems may make book-entry delivery of old Notes by causing DTC to transfer the old Notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. However, although delivery of old Notes may be effected through book-entry transfer at DTC, you have to transmit the letter of transmittal with any required signature guarantees and any other required documents to the exchange agent at the address appearing below under "-- Exchange Agent" for its receipt on or prior to the expiration date or pursuant to the guaranteed delivery procedures described below.

GUARANTEED DELIVERY PROCEDURES

If you wish to surrender your old Notes and (1) your old Notes are not readily available so you can meet the expiration date deadline or (2) you cannot deliver your old Notes, the letter of transmittal or any other required documents to the exchange agent prior to the expiration date, you may still participate in the exchange offer if

- the surrender is made through an eligible institution,

- prior to the expiration date, the exchange agent receives from the eligible institution a properly completed and duly executed notice of guaranteed delivery substantially in the form provided by us, by facsimile transmission, mail or hand delivery, containing the name and address of the holder, the certificate number(s) of the old Notes, if applicable, and the principal amount of old Notes surrendered. The notice of guaranteed delivery must also state that the surrender is being made

thereby and guarantee that, within five New York Stock Exchange trading days after the expiration date, the letter of transmittal, together with the certificate(s) representing the old Notes in proper form for transfer or a book-entry confirmation, and any other required documents, will be deposited by the eligible institution with the exchange agent and

- the properly executed letter of transmittal, as well as the certificate(s) representing all surrendered old Notes in proper form for transfer or a book-entry confirmation, and all other documents required by the letter of transmittal are received by the exchange agent within five New York Stock Exchange trading days after the expiration date.

The exchange agent will send you a notice of guaranteed delivery upon your request if you wish to surrender your old Notes according to the guaranteed delivery procedures set forth above.

WITHDRAWAL OF TENDERS

Except as otherwise provided in this prospectus, you may withdraw your surrender of old Notes at any time prior to the expiration date.

To withdraw a surrender of old Notes in the exchange offer, the exchange agent must receive a written or facsimile transmission notice of withdrawal at its address set forth herein prior to the expiration date. Any notice of withdrawal must

- specify the name of the person having deposited the old Notes to be withdrawn,

- identify the old Notes to be withdrawn, including the certificate number or numbers, if applicable, and principal amount of the old Notes and

- be signed by the holder in the same manner as the original signature on the letter of transmittal by which the old Notes were tendered.

All questions as to the validity, form, eligibility and time of receipt of notices will be determined by us, in our sole discretion, and our determination shall be final and binding on all parties. Any old Notes so withdrawn will be deemed not to have been validly surrendered for purposes of the exchange offer, and no new Notes will be issued unless the old Notes so withdrawn are validly retendered. Properly withdrawn old Notes may be resurrendered by following one of the procedures described above under "-- Procedures for Tendering" at any time prior to the expiration date.

CONDITIONS OF THE EXCHANGE OFFER

Notwithstanding any other term of the exchange offer, or any extension of the exchange offer, we do not have to accept for exchange, or exchange new Notes for, any old Notes, and we may terminate the exchange offer before acceptance of the old Notes, if

- any statute, rule or regulation has been enacted, or any action has been taken by any court or governmental authority that, in our reasonable judgement, seeks to or would prohibit, restrict or otherwise render consummation of the exchange offer illegal, or

- any change, or any development that would cause a change, in our business or financial affairs has occurred that, in our sole judgment, might materially impair our ability to proceed with the exchange offer or a change that would materially impair the contemplated benefits to us of the exchange offer or

- a change occurs in the current interpretations by the staff of the SEC that, in our reasonable judgment, might materially impair our ability to proceed with the exchange offer.

If we, in our sole discretion, determine that any of the above conditions is not satisfied, we may

- refuse to accept any old Notes and return all surrendered old Notes to the surrendering holders,

- extend the exchange offer and retain all old Notes surrendered prior to the expiration date, subject to the holders' right to withdraw the surrender of the old Notes or

- waive any unsatisfied conditions regarding the exchange offer and accept all properly surrendered old Notes that have not been withdrawn. If this waiver constitutes a material change to the exchange offer, we will promptly disclose the waiver by means of a prospectus supplement or post- effective amendment that will be distributed to the holders. We will also extend the exchange offer for a period of five to ten business days, depending upon the significance of the waiver and the manner of disclosure to the holders, if the exchange offer would otherwise expire during the five to ten business day period.

EXCHANGE AGENT

First Union National Bank is the exchange agent for the exchange offer. You should direct any questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for notice of guaranteed delivery to the exchange agent, addressed as follows:

BY REGISTERED OR CERTIFIED MAIL:

First Union National Bank 150 Fourth Avenue North 2(nd) Floor Nashville, TN 37219 Attention: Susan K. Baker	or	First Union National Bank 40 Broad Street Suite 550 New York, NY 10004 Attention: Susan K. Baker

TO CONFIRM BY TELEPHONE:
(615) 251-9286

FACSIMILE TRANSMISSIONS (ELIGIBLE INSTITUTIONS ONLY):
(615) 251-9364

BY HAND OR OVERNIGHT DELIVERY:

First Union National Bank 150 Fourth Avenue North 2(nd) Floor Nashville, TN 37219 Attention: Susan K. Baker	or	First Union National Bank 40 Broad Street Suite 550 New York, NY 10004 Attention: Susan K. Baker

First Union National Bank also serves as trustee under the indenture.

FEES AND EXPENSES

We will pay for the expenses of the exchange offer. The principal solicitation is being made by mail. However, additional solicitations may be made by telegraph, facsimile transmission, e-mail, telephone or in person by our officers and regular employees.

We have not retained a dealer-manager for the exchange offer, and will not make any payments to brokers, dealers or others soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees and out-of-pocket expenses.

We will pay any transfer taxes applicable to the exchange of old Notes. If, however, a transfer tax is imposed for any reason other than the exchange, then the amount of any transfer taxes will be payable by the person surrendering the old Notes. If you do not submit satisfactory evidence of payment of taxes or of an exemption with the letter of transmittal, the amount of those transfer taxes will be billed directly to you.

CONSEQUENCE OF FAILURE TO EXCHANGE

Participation in the exchange offer is voluntary. You are urged to consult your financial and tax advisors in making your decisions on what action to take.

Old Notes that are not exchanged will remain "restricted securities" within the meaning of Rule 144(a)(3)(iv) of the Securities Act. Accordingly, they may not be offered, sold, pledged or otherwise transferred except

- to Dollar General,

- in the United States to a person whom the seller reasonably believes is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) in a transaction meeting the requirements of Rule 144A,

- outside the United States in an offshore transaction complying with Rule 904 under the Securities Act,

- pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or

- pursuant to an effective registration statement under the Securities Act,

in each case in accordance with any applicable securities laws of any State of the United States.

ACCOUNTING TREATMENT

For accounting purposes, we will recognize no gain or loss as a result of the exchange offer. The expenses of the exchange offer will be amortized over the remaining term of the Notes.

DESCRIPTION OF NOTES

The old Notes were, and the new Notes will be, issued under an indenture dated as of June 21, 2000 among Dollar General, as issuer, its Restricted Subsidiaries, as guarantors, and First Union National Bank, as trustee. The following summary highlights material terms of the indenture. Because this is a summary, it does not contain all of the information that is included in the indenture. You should read the entire indenture, including the definitions of the terms used below. We define some of the capitalized terms used below in the section called "Defined Terms." The indenture is subject to and governed by the Trust Indenture Act of 1939. Copies of the indenture will be available at the corporate trust offices of the trustee.

GENERAL

The Notes:

- are senior unsecured obligations of Dollar General;

- mature on June 15, 2010;

- bear interest at the rate of 8 5/8% per year from June 21, 2000, or from the most recent interest payment date to which interest has been paid or provided for, commencing on December 15, 2000;

- are not redeemable prior to maturity at our option;

- may be repaid on June 15, 2005 at the option of the holders at 100% of the principal amount, plus accrued and unpaid interest; and

- will not be listed on a national securities exchange.

Because neither the Notes nor the guarantees are secured, your claim against the assets of our company and our Subsidiaries will be junior to the extent we have granted liens on our assets or our Subsidiaries' assets to the holders of other indebtedness. At June 30, 2000, we had $7.7 million of Secured Debt and our Subsidiaries had no Secured Debt, in each case including capitalized leases.

The Notes and the indenture are guaranteed by each of our Restricted Subsidiaries. Our future Restricted Subsidiaries, if any, will be required to guarantee the Notes and the indenture under the circumstances described below in the section called "Restrictive Covenants -- Detailed explanation of additional Subsidiary guarantees." Our Unrestricted Subsidiaries (as defined herein) will not be required to provide guarantees of the Notes. Your claim against the assets of any Unrestricted Subsidiary will be effectively junior to the claims of that Subsidiary's own creditors, whether or not those creditors' claims are secured by liens on the assets of that Subsidiary.

The guarantees:

- are senior unsecured obligations of each of our Restricted Subsidiaries;

- rank equally in right of payment with all other unsecured and unsubordinated debt of each of our Restricted Subsidiaries;

- rank senior in right of payment to all subordinated debt of each of our Restricted Subsidiaries;

- are effectively junior to the secured obligations of each of our Restricted Subsidiaries, to the extent of the collateral securing those obligations; and

- will be automatically released upon the occurrence of specified events, as discussed below in the section called "Subsidiary Guarantees."

The Notes were initially offered in the principal amount of $200,000,000. We may, without the consent of the holders, increase such principal amount in the future on the same terms and conditions and with the same CUSIP number(s) as the Notes being offered hereby. The Notes and any additional notes would be treated as a single class for all purposes under the indenture and will vote together as one class on all matters with respect to the Notes.

The old Notes were issued in book-entry form in minimum denominations of $1,000 and integral multiples thereof.

PAYMENT OF PRINCIPAL AND INTEREST

We will pay interest on June 15 and December 15 every year, beginning on December 15, 2000, to the person in whose name each Note, or any predecessor Note, is registered at the close of business on the June 1 or December 1 preceding the relevant interest payment date.

Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

We will pay principal and interest on the Notes at the offices we maintain in New York City and Nashville, Tennessee for those purposes, which are currently the corporate trust offices of the trustee. The corporate trust offices of the trustee are located at 40 Broad Street, New York, New York and 150 4th Avenue North, Nashville, Tennessee. You may exchange your Notes or register any transfer of Notes at either office as well.

OPTIONAL REPAYMENT

The Notes may be repaid on June 15, 2005, at the option of the registered holders of the Notes, at 100% of their principal amount, plus accrued and unpaid interest to June 15, 2005. In order for a holder to exercise this option, we must receive at the offices we maintain in New York City or Nashville, Tennessee for those purposes, which are currently the corporate trust offices of the trustee, during the period beginning on April 15, 2005 and ending at 5:00 p.m., New York City time, on May 15, 2005 (or, if May 15, 2005 is not a business day, the next succeeding business day), the Note being repaid with the form on the reverse side of the Note duly completed. Any notice we receive during the period beginning on April 15, 2005 and ending at 5:00 p.m., New York City time, on May 15, 2005, or the next succeeding business day, if applicable, will be irrevocable. You may exercise this repayment option for less than the entire principal amount of the Notes you hold, so long as the principal amount to be repaid is equal to $1,000 or an integral multiple of $1,000. We will determine all questions as to the validity, form and eligibility, including time of receipt, and acceptance of any Note for repayment. Our determination will be final and binding.

Our failure to repay the Notes when required as described in the preceding paragraph will result in an event of default under the indenture.

The Notes are not redeemable prior to maturity at our option. However, we may at any time and from time to time purchase Notes in the open market or otherwise.

As long as the Notes are represented by a global note, the nominee of the Depositary (as defined herein) will be the registered holder of the Notes and therefore will be the only entity that can exercise a right of repayment. See "Book-Entry; Delivery and Form."

SUBSIDIARY GUARANTEES

Each of our current and future Restricted Subsidiaries will jointly and severally guarantee our obligations under the Notes and the indenture, subject to release as described in the following paragraph. Each guarantee will rank equally in right of payment with all other unsecured and unsubordinated debt of that Restricted Subsidiary, including obligations under our Existing Credit Facility. Each guarantee will also be senior in right of payment to any future subordinated Indebtedness of that Restricted Subsidiary. The obligations of each Restricted Subsidiary under its guarantee will be limited as necessary to prevent that guarantee from constituting a fraudulent conveyance under applicable law.

The guarantee of a Restricted Subsidiary of the Notes and the indenture will be released automatically upon:

- the release of all payment obligations of that Restricted Subsidiary relating to any existing or future Indebtedness under one or more Credit Facilities of Dollar General, that Subsidiary or any of our other Restricted Subsidiaries; provided, that in the event that any Indebtedness under one or more Credit Facilities is subsequently incurred or guaranteed by that released Restricted Subsidiary, we will cause that Subsidiary to unconditionally guarantee all of our obligations under the Notes and the indenture on the terms set forth in the indenture and execute and deliver further documents as described below in the section called "Restrictive Covenants -- Detailed explanation of additional Subsidiary guarantees;" or

- the sale or disposition, whether by consolidation, merger, stock purchase, asset sale or otherwise, of that Restricted Subsidiary, or substantially all of its assets, to a person other than Dollar General or a Subsidiary; provided that Dollar General shall have delivered to the trustee an officers' certificate to the effect that immediately after, and taking into account, that sale or disposition, no default or event of default shall have occurred and be continuing under the indenture; and provided further that a termination will occur only to the extent that all obligations of that Restricted Subsidiary in respect of any Indebtedness under all Credit Facilities of Dollar General or any of our Restricted Subsidiaries, and under all of its pledges of assets or other security interests which secure Indebtedness under all Credit Facilities of Dollar General and any of our Restricted Subsidiaries, shall also terminate upon such sale or disposition; or

- upon legal or covenant defeasance of our obligations under the indenture; or

- if we properly designate that Restricted Subsidiary as an Unrestricted Subsidiary.

RESTRICTIVE COVENANTS

Summary of the principal restrictive covenants

The indenture governing the Notes limits the ability of Dollar General and our Restricted Subsidiaries to

- secure any Indebtedness with security interests on our Principal Property or Properties, inventory, or shares of capital stock or Indebtedness of our Restricted Subsidiaries unless the Notes are equally and ratably secured; or

- engage in Sale and Leaseback Transactions with respect to our Principal Property or Properties.

In addition, under specified circumstances, our Subsidiaries may be required to give guarantees of the Notes and the indenture. You should read the following sections called "Detailed explanation of restrictions on Secured Debt," "Detailed explanation of limitation on Sale and Leaseback Transactions" and "Detailed explanation of additional Subsidiary guarantees" for a more detailed explanation of these covenants and the exceptions to them.

All of our Subsidiaries existing on the issue date of the new Notes will be Restricted Subsidiaries. Except as set forth in the following sentence, all of our future Subsidiaries will be Restricted Subsidiaries for purposes of the indenture. However, our board of directors may designate any of our Subsidiaries as an "Unrestricted Subsidiary" and therefore not subject to the covenants of the indenture. However, our board may not

(1) designate, or continue the designation, as an Unrestricted Subsidiary any Subsidiary that owns any Principal Property or any Subsidiary that owns any shares of capital stock of a Restricted Subsidiary;

(2) designate, or continue the designation, as an Unrestricted Subsidiary any Subsidiary that owns more than 5.0% of our Consolidated Net Tangible Assets;

(3) cause or permit any Restricted Subsidiary to transfer or otherwise dispose of any Principal Property or any shares of capital stock of a Restricted Subsidiary to any Unrestricted Subsidiary, unless

(a) that Unrestricted Subsidiary will be redesignated as a Restricted Subsidiary, and

(b) any Lien securing any Indebtedness of that Unrestricted Subsidiary does not extend to any Principal Property or any shares of capital stock of a Restricted Subsidiary, except if the existence of the Indebtedness secured by that Lien would otherwise be permitted under the indenture; or

(4) designate, or continue the designation, as an Unrestricted Subsidiary, any Subsidiary that is or becomes obligated with respect to any Indebtedness of Dollar General or any of our Restricted Subsidiaries through the incurrence of a Contingent Obligation or otherwise or pledges assets or provides other security interests to secure the payment or performance of any Indebtedness of Dollar General or any of our Restricted Subsidiaries.

Dollar General may also designate an Unrestricted Subsidiary to be a Restricted Subsidiary in accordance with the provisions of the indenture if this designation would not cause a breach of the covenant(s) described under "Detailed explanation of the restrictions on Secured Debt" and "Detailed explanation of limitation on Sale and Leaseback Transactions."

There are many transactions not restricted by the indenture.

The indenture does not contain any provisions that would:

- limit our ability to incur unsecured Indebtedness,

- require the maintenance of financial ratios or specified levels of net worth or liquidity,

- afford holders of the Notes protection in the event of a highly leveraged transaction, change in credit rating or other similar occurrence involving us,

- require us to repurchase or redeem or otherwise modify the terms of any of the Notes upon a change in control or other event involving us which may adversely affect the creditworthiness of the Notes, or

- limit our ability to pay dividends to our shareholders.

Detailed explanation of the restrictions on Secured Debt

We will not, and we will not permit any of our Restricted Subsidiaries to, incur, issue, assume, guarantee or create any Secured Debt, unless we provide that the Notes, together with, if we so choose, any other Indebtedness of Dollar General or the applicable Restricted Subsidiary which is not subordinated to the Notes, whether then existing or thereafter created, will be secured equally and ratably with, or prior to, that Secured Debt,

unless, taking account of the proposed Secured Debt, the sum of

- the aggregate amount of all outstanding Secured Debt of Dollar General and our Restricted Subsidiaries plus

- all Attributable Debt relating to any Principal Property, with the exception of Attributable Debt which is excluded as provided by clauses (1) to (8) described under "Detailed explanation of limitations on Sale and Leaseback Transactions" below,

would not exceed 15% of Consolidated Net Tangible Assets.

This restriction will not apply to, and there will be excluded from Secured Debt in any computation under this restriction and under "Detailed explanation of limitation on Sale and Leaseback Transactions" below, Indebtedness secured by:

(1) Liens on property, shares of capital stock or Indebtedness of any person existing at the time that person becomes a Subsidiary;

(2) Liens on property, shares of capital stock or Indebtedness if those Liens existed at the time of acquisition, including, without limitation, by way of merger or consolidation, of that property, shares of capital stock or Indebtedness;

(3) Liens on property, shares of capital stock or Indebtedness acquired or constructed by Dollar General or any Restricted Subsidiary and created

(a) prior to, at the time of, or within 360 days after,

- that acquisition, including, without limitation, acquisition through merger or consolidation or

- the completion of construction or commencement of commercial operation of that property, whichever is later; or

(b) thereafter, if the Lien is provided for by a binding commitment entered into prior to, at the time of or within 360 days after the acquisition, completion of construction or commencement of commercial operation referred to in clause (a),

to secure or provide for the payment of all or any part of the purchase price or the construction price of that property, capital stock or Indebtedness;

(4) Liens in favor of Dollar General or any Restricted Subsidiary;

(5) Liens in favor of the United States of America, any State or the District of Columbia or any foreign government, or any agency, department or other instrumentality of the United States of America, any State or the District of Columbia, to secure partial, progress, advance or other payments as provided by any contract or provisions of any statute;

(6) Liens incurred or assumed in connection with the issuance of industrial revenue or pollution control bonds;

(7) Liens securing the performance of any contract or undertaking not directly or indirectly in connection with the borrowing of money, the obtaining of advances or credit or the securing of Indebtedness, if made and continuing in the ordinary course of business and, in each case, which are not incurred in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of property;

(8) Liens in favor of a governmental agency to qualify Dollar General or any Restricted Subsidiary to do business, maintain self insurance or obtain other benefits, or Liens under workers' compensation laws, unemployment insurance laws or similar legislation;

(9) good faith deposits in connection with bids, tenders, contracts or deposits to secure public or statutory obligations of Dollar General or any Restricted Subsidiary, or deposits of cash or obligations of the United States of America to secure surety and appeal bonds to which Dollar General or any Restricted Subsidiary is a party or in lieu of those bonds, or pledges or deposits for similar purposes in the ordinary course of business;

(10) Liens imposed by law, including laborers' or other employees', carriers', warehousemen's, mechanics', materialmen's and vendors' Liens arising in the ordinary course of business;

(11) Liens arising out of judgments or awards against Dollar General or any Restricted Subsidiary with respect to which Dollar General or that Restricted Subsidiary at the time shall be

prosecuting an appeal or proceedings for review or Liens arising out of individual final judgments or awards;

(12) Liens for taxes, assessments, governmental charges or levies not yet subject to penalties for nonpayment or the amount or validity of which is being in good faith contested by appropriate proceedings by Dollar General or any Restricted Subsidiary, as the case may be;

(13) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions or Liens as to the use of real properties, which Liens, exceptions, encumbrances, easements, reservations, rights and restrictions do not, in the opinion of Dollar General, in the aggregate materially detract from the value of said properties or materially impair their use in the operation of the business of Dollar General and our Restricted Subsidiaries;

(14) Liens incurred to finance all or any portion of the cost of construction, alteration or repair of any Principal Property or improvements thereto created

(a) prior to or within 360 days after completion of that construction, alteration or repair or

(b) thereafter, if that Lien is created as provided by a binding commitment to lend entered into prior to, at the time of, or within 360 days after completion of that construction, alteration or repair;

(15) Liens existing on the date of the indenture;

(16) Liens created in connection with a project financed with, and created to secure, a Nonrecourse Obligation; or

(17) any extension, renewal, refunding or replacement of the foregoing, provided that;

(a) the extension, renewal, refunding or replacement Lien shall be limited to all or a part of the same property that secured the Lien extended, renewed, refunded or replaced, plus improvements on that property, and

(b) the Indebtedness secured by that Lien is not increased.

Detailed explanation of limitation on Sale and Leaseback Transactions

We will not, and we will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction unless, taking account of the proposed Sale and Leaseback Transaction, the aggregate amount of (1) all Attributable Debt with respect to all Sale and Leaseback Transactions plus (2) all Secured Debt, other than Secured Debt which is excluded as provided by clauses (1) to (17) described under "Detailed explanation of the restrictions on Secured Debt" above, would not exceed 15% of Consolidated Net Tangible Assets.

This covenant will not apply to, and there will be excluded from Attributable Debt in any computation under this restriction or under "Detailed explanation of the restrictions on Secured Debt" above, Attributable Debt with respect to any Sale and Leaseback Transaction if:

(1) Dollar General or a Restricted Subsidiary is permitted to create Funded Debt secured by a Lien as provided by clauses (1) to (17) inclusive described under "Detailed explanation of the restrictions on Secured Debt" above on the Principal Property to be leased, in an amount equal to the Attributable Debt with respect to that Sale and Leaseback Transaction, without equally and ratably securing the Notes;

(2) the property leased as provided by that arrangement

(a) is sold for a price at least equal to that property's fair market value, as determined by the chief executive officer, the president, the chief financial officer, the treasurer or the controller of Dollar General, and

(b) within 360 days after the sale, Dollar General or a Restricted Subsidiary, shall apply the proceeds to the retirement of Indebtedness or Funded Debt of Dollar General or any Restricted Subsidiary, other than Indebtedness or Funded Debt owed to Dollar General or any Restricted Subsidiary.

However, no retirement referred to in this clause (2)(b) may be effected by payment at maturity or by any mandatory sinking fund payment provision of Indebtedness or Funded Debt;

(3) Dollar General or a Restricted Subsidiary applies the net proceeds of the sale or transfer of the leased Principal Property to the purchase of assets and the cost of construction of assets within 360 days prior or subsequent to that sale or transfer;

(4) the effective date of the arrangement or the purchaser's commitment therefor is within 360 days prior or subsequent to

(a) the acquisition of the Principal Property, including, without limitation, acquisition by merger or consolidation, or

(b) the completion of construction and commencement of operation of the Principal Property, which, in the case of a retail store, is the date of opening to the public,

whichever is later;

(5) the lease in the Sale and Leaseback Transaction is for a term, including renewals, of not more than three years;

(6) the Sale and Leaseback Transaction is entered into between Dollar General and a Restricted Subsidiary or between Restricted Subsidiaries;

(7) the lease secures or relates to industrial revenue or pollution control bonds; or

(8) the lease payment is created in connection with a project financed with, and the obligation constitutes, a Nonrecourse Obligation.

Detailed explanation of additional Subsidiary guarantees

The Notes and the indenture are guaranteed by each of our current and future Restricted Subsidiaries, subject to release as described under "Subsidiary Guarantees." Except as otherwise described under "Subsidiary Guarantees," if at any time when there are Notes outstanding

- Dollar General or any Restricted Subsidiary transfers or causes to be transferred, in one transaction or a series of related transactions, any property to any Subsidiary that is not a guarantor of the Notes and the indenture;

- Dollar General or any Restricted Subsidiary organizes, acquires or otherwise invests in another person that becomes a Restricted Subsidiary or becomes obligated with respect to any Indebtedness under one or more Credit Facilities of Dollar General or any of our Restricted Subsidiaries through the incurrence of a Contingent Obligation or otherwise; or

- any Unrestricted Subsidiary becomes obligated with respect to any Indebtedness under one or more Credit Facilities of Dollar General or any of our Restricted Subsidiaries through the incurrence of a Contingent Obligation or otherwise or pledges assets or provides other security interests to secure any Indebtedness under one or more Credit Facilities of Dollar General or any of our Restricted Subsidiaries;

then, unless that Subsidiary has already provided a guarantee of the Notes and the indenture in accordance with the terms of the indenture or has been properly designated (and continues to be so properly designated) as an Unrestricted Subsidiary, we will cause that Subsidiary to

- execute and deliver to the trustee a supplemental indenture in form reasonably satisfactory to the trustee pursuant to which that Subsidiary will unconditionally guarantee all of our obligations under the Notes and the indenture on the terms of the guarantee set forth in the indenture; and

- deliver to the trustee an opinion of counsel that the supplemental indenture and the guarantee provided by that Subsidiary pursuant to the indenture as so supplemented has been duly authorized, executed and delivered by that Subsidiary and constitutes the legal, valid and binding obligation of that Subsidiary, enforceable against that Subsidiary in accordance with its terms, subject to customary exceptions.

Thereafter, that Subsidiary will be a guarantor for all purposes of the indenture as it relates to the Notes and the indenture. Each guarantee will provide that it will be released automatically under the circumstances described above in the section called "Subsidiary Guarantees."

MERGER, CONSOLIDATION AND DISPOSITION OF ASSETS

Dollar General will not:

- consolidate with any person, or merge with or into any person, other than a Restricted Subsidiary;

- sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets as an entirety or substantially as an entirety in one transaction or a series of related transactions to, any person other than to a Restricted Subsidiary; or

- permit any person to merge with or into Dollar General

unless:

(a) either

(1) Dollar General shall be the continuing person or

(2) the person, if other than Dollar General, formed by that consolidation or into which Dollar General is merged or that acquired or leased the property and assets of Dollar General shall

- be a corporation organized and validly existing under the laws of the United States of America or any jurisdiction inside the United States of America; and

- expressly assume, by a supplemental indenture, executed and delivered to the trustee, all of the obligations of Dollar General under the Notes and the indenture; and

Dollar General shall have delivered to the trustee an opinion of counsel stating that:

- the consolidation, merger or transfer and the supplemental indenture complies with this provision;

- all conditions precedent provided for in the indenture relating to that transaction have been complied with;

- the supplemental indenture has been duly authorized, executed and delivered by Dollar General or its successor and constitutes the legal, valid and binding obligation of Dollar General or its successor, enforceable against that entity in accordance with its terms, subject to customary exceptions; and

(b) Dollar General shall have delivered to the trustee an officers' certificate to the effect that immediately after, and taking into account, that transaction, no default or event of default shall have occurred and be continuing under the indenture.

The indenture does not restrict, or require us to redeem or permit holders to cause a redemption of Notes in the event of,

- a consolidation, merger, sale of assets or other similar transaction that may adversely affect the creditworthiness of Dollar General or its successor or combined entity;

- a change in control of Dollar General; or

- a highly leveraged transaction involving Dollar General, whether or not involving a change in control.

Accordingly, you will not have protection in the event of a highly leveraged transaction, reorganization, restructuring, merger or similar transaction involving Dollar General that may adversely affect you. The existing protective covenants applicable to the Notes would continue to apply to Dollar General, or its successor, in the event of such a transaction but may not prevent that transaction from taking place.

EVENTS OF DEFAULT, WAIVER AND NOTICE

The following events are considered events of default:

(1) Dollar General or any Restricted Subsidiary defaults in the payment of all or any part of the principal of the Notes or all or any amount due under any guarantee of the Notes when the same becomes due and payable;

(2) Dollar General or any Restricted Subsidiary defaults in the payment of any interest on, or additional interest with respect to, the Notes when the same becomes due and payable, and that default continues for a period of 30 days;

(3) Dollar General or any Restricted Subsidiary defaults in the performance of or breaches any other covenant or agreement of Dollar General or any Restricted Subsidiary in the indenture and that default or breach continues for a period of 60 consecutive days after written notice of that default or breach has been given

(a) to Dollar General by the trustee or

(b) to Dollar General and the trustee by the holders of 25% or more in aggregate principal amount of the Notes;

(4) events of bankruptcy or insolvency with respect to Dollar General or any Restricted Subsidiary;

(5) (a) an event of default as defined in any one or more Credit Facilities, indentures or instruments evidencing or under which Dollar General or any Restricted Subsidiary has outstanding an aggregate of at least $20,000,000 principal amount of Indebtedness, shall happen and be continuing;

(b) that Indebtedness shall have been accelerated so that it shall be or become due and payable prior to the date on which the same would otherwise have become due and payable; and

(c) that acceleration shall not be rescinded or annulled within ten days after notice of that acceleration shall have been given

- to Dollar General by the trustee or

- to Dollar General and the trustee by the holders of at least 25% in aggregate principal amount of the Notes at the time outstanding; or

(6) (a) failure by Dollar General or any Restricted Subsidiary to make any payment at maturity, including any applicable grace period, in respect of at least $20,000,000 aggregate principal amount of Indebtedness; and

(b) that failure shall have continued for a period of ten days after notice of that failure shall have been given

- to Dollar General by the trustee or

- to Dollar General and the trustee by the holders of at least 25% in aggregate principal amount of the Notes at the time outstanding; and

(7) if any guarantee of the Notes and the indenture shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason, other than in accordance with the terms of the indenture, to be in full force and effect or any Restricted Subsidiary of Dollar General that is a guarantor, or any person acting on behalf of any guarantor, shall deny or disaffirm the obligation of the guarantor under its guarantee.

If an event of default occurs and is continuing, then, either the trustee or the holders of not less than 25% in aggregate principal amount of the Notes then outstanding by notice in writing to Dollar General, and to the trustee if given by holders, may declare the entire principal amount of all Notes, and accrued and unpaid interest, to be due and payable immediately. Upon this declaration, the principal of and interest on the Notes shall become immediately due and payable.

If an event of default described in clause (4) occurs and is continuing, then the principal amount of all the Notes then outstanding and accrued and unpaid interest shall be and become immediately due and payable, without any notice or other action by any holder or the trustee to the full extent permitted by applicable law.

If an event of default described in clause (5) or (6) occurs and is continuing and if the acceleration of other Indebtedness or failure to pay other Indebtedness shall be

- remedied or cured by Dollar General or any Restricted Subsidiary or

- waived by the holders of that Indebtedness,

then the event of default under that clause shall automatically be remedied, cured or waived without further action upon the part of either the trustee or any of the holders.

Holders of a majority in principal amount of the Notes may control remedies upon an event of default and waivers of an event of default.

Subject to provisions in the indenture for the indemnification of the trustee and other limitations described in the indenture, the holders of at least a majority in aggregate principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee by the indenture.

However, the trustee may refuse to follow any direction that:

- conflicts with law or the indenture,

- may involve the trustee in personal liability, or

- the trustee determines in good faith may be unduly prejudicial to the rights of holders not joining in the giving of that direction.

In addition, the trustee may take any other action it believes is proper that is not inconsistent with any directions received from holders of Notes as provided by this paragraph.

Subject to various provisions in the indenture, the holders of at least a majority in principal amount of the outstanding Notes, by notice to the trustee, may waive an existing default or event of default and its consequences, except

- a default in the payment of principal of or interest on any Note or default in the payment of any amount due under any guarantee of the Notes and the indenture as specified in clauses (1) or (2) described above in this section entitled "Events of Default, Waiver and Notice" or

- in respect of a covenant or provision of the indenture which cannot be modified or amended without the consent of the holder of each outstanding Note affected.

Upon any waiver, the default shall cease to exist, and any event of default arising therefrom shall automatically be cured, for every purpose of the indenture; but no waiver shall extend to any subsequent or other default or event of default or impair any right consequent thereto.

No holder of any Notes may institute any proceeding, judicial or otherwise, with respect to the indenture or the Notes, or for the appointment of a receiver or trustee, or for any other remedy under the indenture, unless:

(1) that holder has previously given to the trustee written notice of a continuing event of default;

(2) the holders of at least 25% in aggregate principal amount of outstanding Notes shall have made written request to the trustee to institute proceedings in respect of that event of default in its own name as trustee under the indenture;

(3) that holder or holders have offered to the trustee indemnity reasonably satisfactory to the trustee against any costs, liabilities or expenses to be incurred in compliance with that request;

(4) the trustee for 60 days after its receipt of the notice, request and offer of indemnity has failed to institute that proceeding; and

(5) during that 60-day period, the holders of a majority in aggregate principal amount of the outstanding Notes have not given the trustee a direction that is inconsistent with that written request.

A holder may not use the indenture to prejudice the rights of another holder or to obtain a preference or priority over any other holder.

However, notwithstanding any of the provisions described above, the right of any holder of a Note to receive payment of principal and interest on or after their respective due dates or to bring suit for the enforcement of any of those payments on or after those dates, may not be impaired or affected without the consent of that holder.

DISCHARGE OF THE NOTES

We may terminate our obligations under the Notes and the indenture if:

(1) all Notes previously authenticated and delivered, other than Notes that were mutilated or lost, have been delivered to the trustee for cancellation and we have paid all sums payable by us under the indenture; or

(2) (a) the Notes mature within one year; and

(b) we irrevocably deposit in trust with the trustee, as trust funds solely for the benefit of the holders of the Notes for that purpose, money or U.S. government obligations or a combination sufficient, without consideration of any reinvestment, to pay the principal of and interest on the Notes to maturity and to pay all other sums payable by us under the indenture; and

(3) we deliver to the trustee an officers' certificate and an opinion of counsel, in each case stating that all conditions precedent provided for in the indenture relating to the satisfaction and discharge of the indenture have been complied with.

If all Notes previously authenticated and delivered have been cancelled as provided in clause (1), the only obligations we will continue to have under the indenture will be to compensate and indemnify the trustee.

If we have complied with the requirements of clause (2), the only obligations we will continue to have under the indenture until the Notes are no longer outstanding, will be to:

- maintain an office or agency in respect of the Notes,

- have moneys held for payment in trust, although the indenture permits us to recover from the trustee moneys held in trust if those moneys have been unclaimed for two years,

- register the transfer or exchange of the Notes or deliver Notes for replacement or to be canceled, and

- compensate and indemnify the trustee or appoint a successor trustee.

DEFEASANCE

We:

(1) will be considered to have paid and will be discharged from all obligations in respect of the Notes, and the provisions of the indenture will, except as noted below, no longer be in effect with respect to the Notes; or

(2) need not comply with any specific covenant which may be defeased under the indenture, and our non-compliance will not be an event of default under clause (3) described above in the section entitled "Events of Default, Waiver and Notice"

if we satisfy the following conditions:

(a) we irrevocably deposit in trust with the trustee as trust funds solely for the benefit of the holders of the Notes, for payment of the principal of and interest on the Notes, money or U.S. government obligations or a combination sufficient, without consideration of any reinvestment, to pay and discharge the principal of and accrued interest on the outstanding Notes to maturity;

(b) the deposit will not result in a breach or violation of, or constitute a default under, the indenture or any other material agreement or instrument to which we are a party or by which we are bound;

(c) no default with respect to the Notes has occurred and is continuing on the date of that deposit;

(d) we deliver to the trustee an opinion of counsel that

- the holders of the Notes will not recognize income, gain or loss for federal income tax purposes as a result of our election to defease the Notes and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if that deposit and defeasance had not occurred; and

- the holders of the Notes have a valid security interest in the trust funds; and

(e) we deliver to the trustee an officers' certificate and an opinion of counsel, in each case stating that all conditions precedent have been complied with.

In the case of legal defeasance under clause (1) above, the opinion of counsel referred to in the first paragraph of clause (d) above must be based on a ruling from the Internal Revenue Service published or directed to Dollar General or other change in applicable federal income tax law. If we select the covenant defeasance option under clause (2) above, we will continue to be bound by all of the other terms of the indenture other than the specified covenant(s) that is defeased. After the Notes are no longer outstanding, the only obligations we will have under the indenture will be to compensate and indemnify the trustee, and we will have the right to recover excess money held by the trustee.

MODIFICATION AND WAIVER

Amendments without the consent of any holder

Dollar General, the Restricted Subsidiaries that are guarantors and the trustee may amend or supplement the indenture or the Notes without notice to or the consent of any holder:

(1) to cure any ambiguity, defect or inconsistency in the indenture; provided that those amendments or supplements do not materially and adversely affect the interests of the holders;

(2) to comply with the provisions of the indenture in connection with a consolidation or merger of Dollar General or the sale, conveyance, transfer, lease or other disposal of all or substantially all of the property and assets of Dollar General and provide for the succession of another corporation to the covenants, agreements and obligations of Dollar General under the indenture;

(3) to comply with any requirements of the SEC in connection with the qualification of the indenture under the Trust Indenture Act;

(4) to evidence and provide for the acceptance of appointment under the indenture by a successor trustee;

(5) to add to the covenants, restrictions or obligations of Dollar General and the Restricted Subsidiaries for the protection of the holders;

(6) to add or remove a Restricted Subsidiary guarantee in accordance with the terms of the indenture;

(7) to secure the Notes;

(8) to provide for the issuance of additional Notes in accordance with the terms of the indenture; or

(9) to make any change that does not materially and adversely affect the rights of any holder.

Amendments with the consent of the holders

Majority consent is usually sufficient

Dollar General, the Restricted Subsidiaries that are guarantors and the trustee may amend the indenture and the outstanding Notes with the written consent of the holders of a majority in principal amount of the Notes then outstanding, and the holders of a majority in principal amount of the outstanding Notes by written notice to the trustee may waive future compliance by Dollar General with any provision of the indenture or the Notes.

Some provisions require the consent of all holders affected thereby

Notwithstanding the preceding paragraphs, without the consent of each holder affected thereby, an amendment or waiver may not:

(1) extend the stated maturity of the principal of, or any installment of interest or additional interest on, that holder's Notes, or reduce the principal of or the rate of interest or additional interest on the Notes;

(2) change any place or currency of payment where any Note or interest is payable;

(3) impair the right to institute suit for the enforcement of any payment on or after the due date therefor;

(4) reduce the percentage in principal amount of outstanding Notes the consent of whose holders is required for any supplemental indenture, for any waiver of

(a) compliance with the provisions of the indenture or

(b) defaults and the consequences of those defaults established in the indenture;

(5) waive a default in the payment of principal of or interest on any Note of a holder;

(6) make any change in the ranking or priority of any Note;

(7) make any change in any guarantee of the Notes and the indenture that would adversely affect the holders of the Notes or release any Restricted Subsidiary guarantor from its obligations under its guarantee or the indenture, except in accordance with the terms of the indenture; or

(8) modify this provision of the indenture, except to increase any percentage or to provide that other provisions of the indenture cannot be modified or waived without the consent of the holder of each outstanding Note thereunder affected thereby.

The consent of any holder need not approve the particular form of any proposed amendment, supplement or waiver, so long as the consent approves the substance of the amendment. After an amendment, supplement or waiver becomes effective, we will give to the holders affected thereby a notice briefly describing the amendment, supplement or waiver. We will mail supplemental indentures to holders upon request. Any failure by Dollar General to mail that notice, or any defect therein, shall not, however, in any way impair or affect the validity of any supplemental indenture or waiver.

SAME-DAY PAYMENT

The indenture requires us to make payments in respect of Notes (including principal and interest) by wire transfer of immediately available funds to the accounts specified by the holders or, if such account is so specified, by mailing a check to each holder's registered address.

INFORMATION

Whether or not required by the rules and regulations of the SEC, we have agreed that, so long as any Notes are outstanding, we will furnish to the trustee, within 15 days after we are or would have been required to file with the SEC, and to furnish to the holders of the Notes thereafter:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if we were required to file those Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by our certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if we were required to file those reports.

In addition, whether or not required by the rules and regulations of the SEC, at any time after we file a registration statement with respect to an exchange offer or a registration statement permitting resales of the Notes, we will file a copy of all that information and reports with the SEC for public availability and make that information available to securities analysts and prospective investors upon request.

In addition, we have agreed that, for so long as any Notes remain outstanding, we will furnish to the holders and to securities analysts and prospective investors, upon their request, the information required to be delivered by Rule 144A(d)(4) under the Securities Act. Requests should be directed to the address referred to under "Available Information." Under Rule 144A(d)(4), we are not required to deliver any information so long as we continue to be a reporting company under the Exchange Act.

We will be required to file with the trustee annually, within four months of the end of each fiscal year, a certificate as to the compliance with all conditions and covenants of the indenture.

GOVERNING LAW

The indenture and the Notes will be governed by the laws of the State of New York.

THE TRUSTEE

We and our Subsidiaries maintain ordinary banking and trust relationships with First Union National Bank, which is the trustee for the Notes, and its affiliates.

BOOK ENTRY; DELIVERY AND FORM

The certificates representing the old Notes were, and the certificates representing the new Notes will be, in the form of one or more global notes (the "Global Note"). The Global Note will be deposited with, or on behalf of, The Depository Trust Company (the "Depositary") and registered in the name of the Depositary or its nominee. Except as set forth below, the Global Note may be transferred, in whole and not in part, only to the Depositary or another nominee of the Depositary. You may hold your beneficial interests in the Global Note directly through the Depositary if you have an account with the Depositary or indirectly through organizations which have accounts with the Depositary.

The Depositary has advised us as follows: the Depositary is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and "a clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. The Depositary was created to hold securities of participants, which are institutions that have accounts with the Depositary, and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. The Depositary's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the Depositary's book-entry system is also available to indirect participants such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

Dollar General expects that pursuant to procedures established by the Depositary, upon the deposit of the Global Note with the Depositary, the Depositary will credit, on its book-entry registrations and transfer system, the principal amount of Notes represented by such Global Note to the accounts of participants. Ownership of beneficial interests in the Global Note will be limited to participants or persons that may hold interests through, records maintained by the Depositary (with respect to participants' interests), the participants and the indirect participants (with respect to the owners of beneficial interests in the Global Note other than participants). Transfers of beneficial ownership interests in the Global Note are to be accomplished by entries made on the books of participants and indirect participants. The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and laws may impair the ability to transfer or pledge beneficial interests in the Global Note.

So long as the Depositary, or its nominee, is the registered holder and owner of the Global Note, the Depositary or such nominee, as the case may be, will be considered the sole legal owner and holder of any related Notes evidenced by the Global Note for all purposes of such Notes and the indenture, including for purposes of exercising an owner's right to optional repayment of the Notes. Except as set forth below, as an owner of a beneficial interest in the Global Note, you will not be entitled to have the Notes represented by the Global Note registered in your name, will not receive or be entitled to receive physical delivery of certificated Notes and will not be considered to be the owner or holder of any Notes under the Global Note. We understand that under existing industry practice, in the event an owner of a beneficial interest in the Global Note desires to take any action, including exercising an owner's right to optional repayment, that the Depositary, as the holder of the Global Note, is entitled to take, the Depositary would authorize the participants to take such action, and the participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them.

Notice by participants (or by owners of beneficial interests in a Global Note held through those participants) of the exercise of the option to elect repayment of beneficial interests in Global Notes must be transmitted to the Depositary in accordance with its procedures on a form required by the Depositary and provided to participants. In order to ensure that the Depositary's nominee will timely exercise a right to optional repayment with respect to a particular Note, a beneficial owner of a Note must instruct the broker or other participant through which it holds an interest in such Note to notify the Depositary of its desire to exercise the right of repayment. Different firms have different cut off times for accepting instructions from their customers and, therefore, each beneficial owner should consult their broker or other participant in order to ascertain the cut off time by which an instruction must be given in order for timely notice to be delivered to the Depositary. We will not be liable for any delay in delivery of such notice to the Depositary.

We will make payments of principal and interest on Notes represented by the Global Note registered in the name of and held by the Depositary or its nominee to the Depositary or its nominee, as the case may be, as the registered owner and holder of the Global Note.

We expect that the Depositary or its nominee, upon receipt of any payment of principal of, premium, if any, or interest on the Global Note will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Note as shown on the records of the Depositary or its nominee. We also expect that payments by participants or indirect participants to owners of beneficial interests in the Global Note held through such participants or indirect participants will be governed by standing instructions and customary practices and will be the responsibility of such participants or indirect participants. We will not have responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Note for any Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other aspect of the relationship between the Depositary and its participants or indirect participants or the relationship between such participants or indirect participants and the owners of beneficial interests in the Global Note owning through such participants.

Although the Depositary has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Note among participants of the Depositary, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the trustee nor Dollar General will have any responsibility or liability for the performance by the Depositary or its participants or indirect participants of their respective obligations under the rules and procedure governing their operations.

CERTIFICATED NOTES

Subject to certain conditions, the Notes represented by the Global Note are exchangeable for certificated Notes in definitive form of like tenor in denominations of $1,000 and integral multiples thereof if:

(1) the Depositary notifies us that it is unwilling or unable to continue as Depositary for the Global Note or the Depositary ceases to be a clearing agency registered under the Exchange Act and, in either case, we are unable to locate a qualified successor within 90 days;

(2) we in our discretion at any time determine not to have all the Notes represented by the Global Note; or

(3) a default entitling the holders of the Notes to accelerate the maturity thereof has occurred and is continuing.

Any Note that is exchangeable as above is exchangeable for certificated Notes issuable in authorized denominations and registered in such names as the Depositary shall direct. Subject to the foregoing, the Global Note is not exchangeable, except for a Global Note of the same aggregate denomination to be registered in the name of the Depositary or its nominee. In addition, to the extent such certificates represent old Notes, the certificates will bear appropriate legends relating to transfer restrictions (unless we

determine otherwise in accordance with applicable law), subject, with respect to such certificated Notes, to the provisions of such legends.

DEFINED TERMS

The following terms referred to in this "Description of Notes" are defined in the indenture as follows:

"Attributable Debt" means, in connection with any Sale and Leaseback Transaction under which either Dollar General or any of our Restricted Subsidiaries is at the time liable as lessee for a term of more than 12 months and at any date as of which the amount thereof is to be determined, the lesser of

(1) total net obligations of the lessee for rental payments during the remaining term of the lease discounted from the respective due dates of the payments to the determination date at a yearly rate equivalent to the greater of

(a) the weighted average yield to maturity of the Notes, the average being weighted by the principal amount of the Notes and

(b) the interest rate inherent in the lease, as determined in good faith by Dollar General, both to be compounded semi-annually or

(2) the sale price for the assets so sold and leased multiplied by a fraction the numerator of which is the remaining portion of the base term of the lease included in the transaction and the denominator of which is the base term of the lease.

"Capital Lease Obligations" means with respect to any person any obligation which is required to be classified and accounted for as a capital lease (a "Capital Lease") on the face of a balance sheet of such person prepared in accordance with GAAP.

"Consolidated Net Tangible Assets" means, at any date, the total assets appearing on the most recent consolidated balance sheet of Dollar General and our Restricted Subsidiaries as at the end of the fiscal quarter of Dollar General ending not more than 135 days prior to the date, prepared in accordance with GAAP, less

- all current liabilities due within one year as shown on that balance sheet,

- investments in and advances to Unrestricted Subsidiaries, and

- Intangible Assets and liabilities relating thereto.

"Contingent Obligation" means, as applied to any person, any direct or indirect liability, contingent or otherwise, of that person with respect to any Indebtedness of another person, if the purpose or intent thereof by the person incurring the Contingent Obligation is to provide assurance to the obligee of such Indebtedness that such Indebtedness will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such Indebtedness will be protected (in whole or in part) against loss in respect thereof. Contingent Obligations include, without limitation, (1) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such person of the obligation of another person, and (2) any liability of such person for the obligations of another person through any agreement (contingent or otherwise) (a) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), (b) to maintain the solvency or any balance sheet item, level of income or financial condition of another, or (c) to make take-or-pay or similar payments, if required regardless of nonperformance by any other party or parties to an agreement, if in the case of any agreement described under subclause (a), (b) or (c) of this sentence, the primary purpose or intent thereof is as described in the preceding sentence. The amount of any Contingent Obligation shall be equal to the amount of the obligation so guaranteed or otherwise supported.

"Credit Facilities" means one or more debt facilities (including the Existing Credit Facility), in each case with banks or other institutional lenders providing for revolving credit loans, providing for revolving credit and term loans, or providing for the support of one or more revolving commercial paper programs, in each case as amended, restated, modified, supplemented, renewed, refunded, refinanced, restructured, replaced, repaid or extended in whole or in part from time to time.

"Existing Credit Facility" means the facility provided by the Credit Agreement (including any related notes, collateral documents, letters of credit and related documentation, and guarantees and any appendices, exhibits or schedules thereto) between Dollar General and SunTrust Bank, Nashville, N.A., dated as of September 2, 1997, and amended as of July 31, 1998, and as further amended as of April 29, 1999, and as such agreement may be further amended (including any amendment and restatement), supplemented or modified from time to time, including any replacement or refinancing thereof in the commercial bank market (including any such replacement or refinancing that increases the amount thereof) whether with the original agents and lenders or other agents and lenders or otherwise and whether provided under the original agreement or one or more other agreements or otherwise.

"Funded Debt" means, without duplication,

- any Indebtedness of Dollar General or any of our Restricted Subsidiaries maturing more than 12 months after the time of computation, including all revolving and term Indebtedness and Indebtedness under all other lines of credit;

- Funded Debt or dividends of others as to which Dollar General or any of our Restricted Subsidiaries is or becomes obligated through the incurrence of a Contingent Obligation or otherwise, except guarantees in connection with the sale or discount of accounts receivable, trade acceptances and other paper arising in the ordinary course of business;

- in the case of any of our Restricted Subsidiaries, all of its preferred stock having mandatory redemption provisions as reflected on its balance sheet prepared in accordance with GAAP; and

- all Capital Lease Obligations.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in other statements by any other entity as have been approved by a significant segment of the accounting profession, which are in effect on the date the Notes are issued.

"Hedging Obligation" of any person means the obligations of that person under:

- interest rate swap agreements, interest rate cap agreements and interest rate collar agreements;

- foreign exchange contracts and currency swap agreements; and

- other agreements or arrangements entered into in the ordinary course of business and consistent with past practices designed to protect that person against fluctuations in interest rates or currency exchange rates.

"Indebtedness" of any person means, without duplication:

(1) all obligations of such person for borrowed money or for the deferred purchase price of property or services, and including, without limitation, the face amount available to be drawn under all letters of credit, reimbursement and similar obligations with respect to surety bonds, letters of credit and banks' acceptances, whether or not matured,

(2) all obligations of such person evidenced by notes, bonds, debentures or similar instruments,

(3) all obligations of such person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such person (even though the rights and

remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property),

(4) all Capital Lease Obligations of such person,

(5) all Contingent Obligations of such person,

(6) all Hedging Obligations of such person, and

(7) all Indebtedness referred to in clause (1), (2), (3), (4), or (5) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including, without limitation, accounts and contracts rights) owned by such person, even though such person has not assumed or become liable for the payment of such Indebtedness;

provided, however, that Indebtedness shall not include current accounts payable arising in the ordinary course of business.

The amount of any Indebtedness outstanding as of any date shall be:

(a) the accreted value thereof, in the case of any Indebtedness issued with original issue discount and

(b) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

"Intangible Assets" means, at any date, the value, as shown on or reflected in the most recent consolidated balance sheet of Dollar General and our Restricted Subsidiaries as at the end of the fiscal quarter of Dollar General ending not more than 135 days prior to the date, prepared in accordance with GAAP, of:

(1) all trade names, trademarks, licenses, patents, copyrights, service marks, goodwill and other like intangibles;

(2) organizational and development costs;

(3) deferred charges, other than prepaid items, including insurance, taxes, interest, commissions, rents, pensions, compensation and similar items and tangible assets being amortized; and

(4) unamortized debt discount and expense, less unamortized premium.

"Lien" means any pledge, mortgage, lien, security interest, hypothecation, assignment for security interest or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, any agreement to give a security interest or any Capital Lease).

"Nonrecourse Obligation" means Indebtedness or lease payment obligations substantially related to

(1) the acquisition of assets not previously owned by Dollar General or any Restricted Subsidiary or

(2) the financing of a project involving the development or expansion of properties of Dollar General or any Restricted Subsidiary, as to which the obligee with respect to the Indebtedness or lease payment obligations has no recourse to Dollar General or any Subsidiary or any assets of Dollar General or any Subsidiary other than the assets which were acquired with the proceeds of the transaction or the project financed with the proceeds of the transaction and the proceeds of that asset or project.

"Operating Asset" means all merchandise inventories owned by Dollar General or any of its Subsidiaries.

"Principal Property" means any real and tangible property owned and operated, currently or in the future, by Dollar General or any of its Subsidiaries that constitutes a part of any store, warehouse or

distribution center located within the United States of America or its territories or possessions if the net book value of that store, warehouse or distribution center, including leasehold improvements and store fixtures constituting a part of that store, warehouse or distribution center, as of the date on which the determination is being made is more than 0.25% of our Consolidated Net Tangible Assets. Principal Property excludes:

- motor vehicles,

- mobile materials-handling equipment and other rolling stock,

- cash registers and other point-of-sale recording devices, and

- related equipment and data processing and other office equipment.

As of the date of this offering circular, none of our stores falls within this definition of Principal Property.

"Restricted Subsidiary" is any Subsidiary other than an Unrestricted Subsidiary.

"Sale and Leaseback Transaction" means any transaction or a series of related transactions with any person providing for the leasing by Dollar General or any Restricted Subsidiary of any Principal Property of Dollar General or any Restricted Subsidiary (other than pursuant to a Capital Lease), which Principal Property has been or is to be sold or transferred by Dollar General or any Restricted Subsidiary to such person.

"Secured Debt" means Funded Debt which is secured by any Lien on any

- Principal Property, whether owned on the date of the indenture or thereafter acquired or created,

- Operating Asset, whether owned on the date of the indenture or thereafter acquired or created,

- shares of capital stock owned by Dollar General or a Subsidiary in a Restricted Subsidiary of Dollar General, or

- Indebtedness of a Restricted Subsidiary of Dollar General.

"Subsidiary" means any corporation or other legal entity, including, without limitation, a limited liability company, partnership, joint venture and association, regardless of its jurisdiction of organization or formation, where

- in the case of a corporation, under ordinary circumstances not dependent upon the happening of a contingency, more than 50% of the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of that corporation is owned directly or indirectly by Dollar General and/or by one or more Subsidiaries of Dollar General; or

- in the case of any other type of entity, more than 50% of the ordinary equity capital interests is owned directly or indirectly by Dollar General and/or by one or more Subsidiaries of Dollar General.

"Unrestricted Subsidiary" is defined in the section called "Restrictive Covenants -- Summary of the principal restrictive covenants."

MATERIAL UNITED STATES TAX CONSEQUENCES OF THE EXCHANGE OFFER

In the opinion of Bass, Berry & Sims PLC, the exchange of old Notes for new Notes in the exchange offer will not result in any United States federal income tax consequences to holders. When a holder exchanges an old Note for a new Note in the exchange offer, the holder will have the same adjusted basis and holding period in the new Note as in the old Note immediately before the exchange.

PLAN OF DISTRIBUTION

We are not using any underwriters for this exchange offer. We are bearing the expenses of the exchange.

Each broker-dealer that receives new Notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of new Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new Notes received in exchange for old Notes where old Notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any resale of new Notes received by it in exchange for old Notes.

We will not receive any proceeds from any sale of new Notes by broker-dealers.

New Notes received by broker-dealers for their own account in the exchange offer may be sold from time to time in one or more transactions

- in the over-the-counter market,

- in negotiated transactions,

- through the writing of options on the new Notes or

- a combination of those methods of resale,

at market prices prevailing at the time of resale, at prices related to prevailing market prices or negotiated prices.

Any resale may be made

- directly to purchasers or

- to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer or the purchasers of any new Notes.

Any broker-dealer that resells new Notes that were received by it for its own account in the exchange offer and any broker or dealer that participates in a distribution of those new Notes may be considered to be an "underwriter" within the meaning of the Securities Act. Any profit on any resale of those new Notes and any commission or concessions received by any of those persons may be considered to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be considered to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer, including the expenses of one counsel for the holders of the Notes, other than commissions or concessions of any brokers or dealers, and will indemnify the holders of the Notes, including any broker-dealers, against some liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the new Notes will be passed upon for us by Bass, Berry & Sims PLC, Nashville, Tennessee.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from Dollar General Corporation's Annual Report on Form 10-K for the year ended January 28, 2000, have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which has been incorporated herein by reference, and have so been incorporated in reliance upon that report given upon the authority of that firm as experts in accounting and auditing.

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS DOCUMENT OR THAT WE HAVE REFERRED YOU TO. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION THAT IS DIFFERENT. WE ARE NOT MAKING AN OFFER OF THESE SECURITIES IN ANY STATE WHERE THE OFFER IS NOT PERMITTED. YOU SHOULD NOT ASSUME THAT THE INFORMATION IN THIS PROSPECTUS OR ANY PROSPECTUS SUPPLEMENT IS ACCURATE AS OF ANY DATE OTHER THAN THE DATE ON THE FRONT OF THOSE DOCUMENTS.

UNTIL , 2000 (90 DAYS AFTER THE DATE OF THIS PROSPECTUS), ALL DEALERS EFFECTING TRANSACTIONS IN THE REGISTERED SECURITIES, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS.

$200,000,000

DOLLAR GENERAL CORPORATION

(DOLLAR GENERAL CORPORATION LOGO)

8 5/8% Exchange Notes due
June 15, 2010

Preliminary Prospectus

, 2000

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Tennessee Business Corporation Act ("TBCA") provides that a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director or officer of the corporation against liability incurred in connection with the proceeding if: (a) such person acted in good faith; (b) in the case of conduct in an official capacity with the corporation, he or she reasonably believed such conduct was in the corporation's best interests; (c) in all other cases, he or she reasonably believed that his or her conduct was at least not opposed to the best interests of the corporation; and (d) in connection with any criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. In actions brought by or in the right of the corporation, however, the TBCA provides that no indemnification may be made if the director or officer was adjudged to be liable to the corporation. The TBCA also provides that in connection with any proceeding charging improper personal benefit to an officer or director, no indemnification may be made if such officer or director is adjudged liable on the basis that such personal benefit was improperly received. Unless the corporation's charter provides otherwise, in cases where the director or officer is wholly successful, on the merits or otherwise, in the defense of any proceeding instigated because of his or her status as a director or officer of a corporation, the TBCA mandates that the corporation indemnify the director or officer against reasonable expenses incurred in the proceeding. Unless the corporation's charter provides otherwise, the TBCA provides that a court of competent jurisdiction, upon application, may order that an officer or director be indemnified for reasonable expenses if, in consideration of all relevant circumstances, the court determines that such individual is entitled to mandatory indemnification or that such individual is fairly and reasonably entitled to indemnification, notwithstanding the fact that
(a) such officer or director was adjudged liable to the corporation in a proceeding by or in the right of the corporation; (b) such officer or director was adjudged liable on the basis that personal benefit was improperly received by him or her; or (c) such officer or director breached his or her duty of care to the corporation.

The Registrant's Charter and Bylaws provide that the Registrant shall indemnify its directors and officers to the fullest extent permitted by applicable law. The Registrant's Bylaws provide further that the Registrant shall advance expenses to each director and officer of the Registrant to the full extent allowed by the laws of the state of Tennessee, both as now in effect and as hereafter adopted. Under the Registrant's Charter and Bylaws, such indemnification and advancement of expenses provisions are not exclusive of any other right that a director or officer may have or acquire both as to action in his or her official capacity and as to action in another capacity.

The Registrant's Charter also provides that to the fullest extent permitted by the TBCA both as now in effect and as hereafter amended, a director of the Registrant shall not be liable to the Registrant or its shareholders for monetary damages for breach of his or her fiduciary duty as a director.

The Bylaws also authorize the Registrant to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Registrant (or is or was serving in such capacity for another entity at the request of the Registrant) against any expense, liability, or loss asserted against and incurred by such person in such capacity, whether or not the Registrant would have the power to indemnify such person against such expense, liability, or loss under the indemnification provisions of the Bylaws.

The Registrant believes that its Charter and Bylaw provisions are necessary to attract and retain qualified persons as directors and officers.

The Registrant has in effect a directors' and officers' liability insurance policy which provides coverage for its directors and officers. Under this policy, the insurer agrees to pay, subject to certain exclusions, for any claim made against a director or officer of the Registrant for a wrongful act by such director or officer, but only if and to the extent such director or officer becomes legally obligated to pay such claim.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits (see index to exhibits at E-1).

ITEM 22. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

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

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

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

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

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

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

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b) or 11 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on July 31, 2000.

DOLLAR GENERAL CORPORATION

By: /s/ CAL TURNER, JR.
Cal Turner, Jr.
Chairman and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, each person whose signature appears below hereby constitutes and appoints Wade Smith and Robert C. Layne, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement, and to file the same, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in their capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ CAL TURNER, JR. Cal Turner, Jr.	Chairman and Chief Executive Officer	July 31, 2000
/s/ BRIAN M. BURR Brian M. Burr	Executive Vice President and Chief Financial Officer	July 31, 2000
/s/ RANDY SANDERSON Randy Sanderson	Vice President and Controller	July 31, 2000
/s/ DENNIS C. BOTTORFF Dennis C. Bottorff	Director	July 31, 2000
/s/ JAMES L. CLAYTON James L. Clayton	Director	July 31, 2000
/s/ REGINALD D. DICKSON Reginald D. Dickson	Director	July 31, 2000
/s/ E. GORDON GEE E. Gordon Gee	Director	July 31, 2000
/s/ JOHN B. HOLLAND John B. Holland	Director	July 31, 2000

SIGNATURE	TITLE	DATE
/s/ BARBARA M. KNUCKLES Barbara M. Knuckles	Director	July 31, 2000
/s/ CAL TURNER, SR. Cal Turner, Sr.	Director	July 31, 2000
/s/ DAVID M. WILDS David M. Wilds	Director	July 31, 2000
/s/ WILLIAM S. WIRE, II William S. Wire, II	Director	July 31, 2000

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Registrants have duly caused this registration statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on July 31, 2000.

DOLGENCORP, INC.

By: /s/ WADE SMITH

Wade Smith
Treasurer

DOLGENCORP OF TEXAS, INC.

By: /s/ WADE SMITH

Wade Smith
Treasurer

DADE LEASE MANAGEMENT, INC.

By: /s/ WADE SMITH

Wade Smith
Treasurer

DOLLAR GENERAL INTELLECTUAL

PROPERTY, L.P.

By: Dade Lease Management, Inc.,
General
Partner

By: /s/ WADE SMITH

Wade Smith
Treasurer

DG LOGISTICS, LLC

By: Dolgencorp., Inc., Managing Member

By: /s/ WADE SMITH

Wade Smith
Treasurer

DOLLAR GENERAL PARTNERS

By: Dolgencorp., Inc., General Partner

By: /s/ WADE SMITH

Wade Smith
Treasurer

By: Dade Lease Management, Inc., General Partner

By: /s/ WADE SMITH
Wade Smith
Treasurer

By: Dollar General Financial, Inc., General Partner

By: /s/ WADE SMITH
Wade Smith
Treasurer

KNOW ALL MEN BY THESE PRESENTS, each person whose signature appears below hereby constitutes and appoints Wade Smith and Robert C. Layne, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement, and to file the same, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in their capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ CAL TURNER, JR. Cal Turner, Jr.	Chairman and Chief Executive Officer	July 31, 2000
/s/ BOB CARPENTER Bob Carpenter	President, Chief Operating Officer and Director	July 31, 2000
/s/ BRIAN M. BURR Brian M. Burr	Executive Vice President, Chief Financial Officer and Director	July 31, 2000
/s/ RANDY SANDERSON Randy Sanderson	Vice President and Controller	July 31, 2000

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on July 31, 2000.

DOLLAR GENERAL FINANCIAL, INC.

By: /s/ WADE SMITH
Wade Smith
Treasurer

KNOW ALL MEN BY THESE PRESENTS, each person whose signature appears below hereby constitutes and appoints Wade Smith and Robert C. Layne, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement, and to file the same, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in their capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ BOB CARPENTER Bob Carpenter	President and Director	July 31, 2000
/s/ BRIAN M. BURR Brian M. Burr	Executive Vice President, Chief Financial Officer and Director	July 31, 2000
/s/ RANDY SANDERSON Randy Sanderson	Controller	July 31, 2000
/s/ CAL TURNER, JR. Cal Turner, Jr.	Director	July 31, 2000

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on July 31, 2000.

NATIONS TITLE COMPANY, INC.

By: /s/ ROBERT C. LAYNE
Robert C. Layne
Secretary

KNOW ALL MEN BY THESE PRESENTS, each person whose signature appears below hereby constitutes and appoints Wade Smith and Robert C. Layne, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement, and to file the same, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in their capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ LARRY K. WILCHER Larry K. Wilcher	President and Director	July 31, 2000
/s/ RANDY SANDERSON Randy Sanderson	Controller	July 31, 2000
/s/ ROBERT C. LAYNE Robert C. Layne	Secretary and Director	July 31, 2000
/s/ BOB CARPENTER Bob Carpenter	Director	July 31, 2000
/s/ BRIAN M. BURR Brian M. Burr	Director	July 31, 2000

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Goodlettsville, State of Tennessee, on July 31, 2000.

THE GREATER CUMBERLAND INSURANCE COMPANY

By: /s/ ROBERT C. LAYNE
Robert C. Layne
Secretary

KNOW ALL MEN BY THESE PRESENTS, each person whose signature appears below hereby constitutes and appoints Wade Smith and Robert C. Layne, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement, and to file the same, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in their capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ CAL TURNER, JR. Cal Turner, Jr.	President and Director	July 31, 2000
/s/ BOB CARPENTER Bob Carpenter	Treasurer and Director	July 31, 2000
/s/ RANDY SANDERSON Randy Sanderson	Vice President and Controller	July 31, 2000
/s/ ROBERT C. LAYNE Robert C. Layne	Secretary and Director	July 31, 2000
Guy F. Ragosta	Director	July , 2000

EXHIBIT INDEX

EXHIBIT NO.		DOCUMENT
1.1	--	Purchase Agreement dated as of June 16, 2000 among Dollar General Corporation, the subsidiaries therein named, and Credit Suisse First Boston Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and Wachovia Securities, Inc.
4.1	--	Indenture dated as of June 21, 2000 among Dollar General Corporation, the subsidiaries therein named and the Trustee, as amended and supplemented by the First Supplemental Indenture dated as of July 28, 2000 among Dollar General Corporation, the subsidiaries therein named and the Trustee.
4.2	--	Registration Rights Agreement dated as of June 21, 2000 among Dollar General Corporation, the subsidiaries therein named, and Credit Suisse First Boston Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and Wachovia Securities, Inc.
5.1	--	Opinion of Bass, Berry & Sims PLC with respect to the new Notes.
8.1	--	Opinion of Bass, Berry & Sims PLC with respect to certain tax consequences of the exchange offer.
12.1	--	Computation of Ratio of Earnings to Fixed Charges.
23.1	--	Consent of Bass, Berry & Sims PLC (contained in their opinions filed as Exhibit 5.1 and Exhibit 8.1).
23.2	--	Consent of Deloitte & Touche LLP.
24.1	--	Powers of Attorney (contained on signature pages II-4 -- II-10).
25.1	--	Statement of Eligibility of First Union National Bank on Form T-1.
99.1	--	Form of Letter of Transmittal.
99.2	--	Form of Notice of Guaranteed Delivery.
99.3	--	Form of Letter to Clients.
99.4	--	Form of Letter to Nominees.
99.5	--	Form of Instructions to Registered Holder and/or Book-Entry Transfer Participant from Owner.

EXHIBIT 1.1

EXECUTION COPY

DOLLAR GENERAL CORPORATION

$200,000,000

8 5/8 % NOTES DUE JUNE 15, 2010

PURCHASE AGREEMENT

June 16, 2000

CREDIT SUISSE FIRST BOSTON CORPORATION
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
BANC OF AMERICA SECURITIES LLC
WACHOVIA SECURITIES, INC.
c/o Credit Suisse First Boston Corporation Eleven Madison Avenue,
New York, New York 10010-3629

Ladies and Gentlemen:

1. Introductory. Dollar General Corporation, a Tennessee corporation (the "ISSUER"), proposes, subject to the terms and conditions stated herein, to issue and sell to the several initial purchasers named in Schedule A hereto (the "PURCHASERS") $200,000,000 principal amount of its 8 5/8 % Notes Due June 15, 2010 (the "OFFERED SECURITIES") guaranteed (the "GUARANTEES") by Dolgencorp, Inc., a Kentucky corporation; Dolgencorp of Texas, Inc., a Kentucky corporation; DG Logistics, LLC, a Tennessee limited liability company; Dade Lease Management, Inc., a Delaware corporation; Dollar General Partners, a Kentucky general partnership; Dollar General Financial, Inc., a Tennessee corporation; Nations Title Company, Inc., a Tennessee corporation; and Dollar General Intellectual Property, L.P., a Vermont limited partnership (each, a "GUARANTOR" and collectively, the "GUARANTORS" and, together with the Issuer, the "COMPANIES"), to be issued under an indenture dated as of June 15, 2000 (the "INDENTURE") among the Companies and First Union National Bank (as "TRUSTEE").

You have advised us that you will make offers of the Offered Securities purchased by you hereunder on the terms set forth in the Offering Document (as defined below), as amended or supplemented, solely to (i) persons whom you reasonably believe to be a "qualified institutional buyer" (a "QIB") as defined in Rule 144A ("RULE 144A") under the Securities Act of 1933, as amended (the "SECURITIES ACT"), (ii) to a limited number of institutional "accredited investors" as defined in Rule 501(a)(1), (2), (3) or (7) of the Securities Act and (iii) outside the United States to persons other than U.S. Persons in offshore transactions meeting the requirements of Rule 904 of Regulation S ("REGULATION S") under the Securities Act.

Holders (including subsequent transferees) of the Offered Securities will have the registration rights set forth in the Registration Rights Agreement dated the Closing Date (as hereinafter defined) (the "REGISTRATION RIGHTS AGREEMENT") among the Companies and the Purchasers. Pursuant to the Registration Rights Agreement, the Companies have agreed to file with the Securities and Exchange Commission (the "COMMISSION") (i) a registration statement under the Securities Act registering the offering of notes and guarantees (the "EXCHANGE SECURITIES" and the "EXCHANGE SECURITY GUARANTEES", respectively) identical in all material respects to the Offered Securities and the Guarantees (except that the Exchange Securities and the Exchange Security Guarantees will not contain terms with respect to transfer restrictions) to be offered in exchange for the Offered Securities and (ii) under certain circumstances, a shelf registration statement pursuant to Rule 415 under the Securities Act.

The Companies hereby agree with the Purchasers as follows:

2. Representations and Warranties of the Companies. The Companies, jointly and severally, represent and warrant to, and agree with, the Purchasers that:

(a) A preliminary offering circular and an offering circular relating to the Offered Securities to be offered by the Purchasers have been prepared by the Companies. Such preliminary offering circular and offering circular, as supplemented as of the date of this Agreement, together with the documents incorporated therein by reference and any other document approved by the Companies for use in connection with the contemplated resale of the Offered Securities, are hereinafter collectively referred to as the "OFFERING DOCUMENT." On the date of this Agreement and on the Closing Date, the Offering Document does not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Offering Document based upon written information furnished to the Company by any Purchaser through Credit Suisse First Boston Corporation ("CSFBC") specifically for use therein, it being understood and agreed that the only such information is that described as such in
Section 7(b) hereof. Except as disclosed in the Offering Document, the Issuer's Annual Report on Form 10-K and Quarterly Report on Form 10-Q most recently filed with the Commission and all subsequent reports (collectively, the "EXCHANGE ACT REPORTS") which have been filed by the Issuer with the Commission or sent to stockholders pursuant to the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT") when filed did not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Such documents, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder.

(b) The Issuer has been duly incorporated and is an existing corporation under the laws of the State of Tennessee, with corporate power and authority to own its properties and conduct its business as described in the Offering Document; and the Issuer is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified or be in good standing would not have a material adverse effect on the condition (financial or other), business, properties, results of operations or general affairs of the Issuer and its subsidiaries taken as a whole (a "MATERIAL ADVERSE EFFECT").

(c) Each Guarantor is listed on Schedule B hereto, together with its jurisdiction of organization and the beneficial ownership of the Issuer therein. Each Guarantor has been duly organized and is an existing corporation, limited liability company or partnership, as the case may be, in good standing under the laws of the jurisdiction of its organization, with all power and authority to own its properties and conduct its business as described in the Offering Document; and each Guarantor is duly qualified to do business as a foreign corporation, limited liability company or partnership, as the case may be, in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect; all of the issued and outstanding capital stock of each Guarantor that is a corporation has been duly authorized and validly issued and is fully paid and nonassessable; the capital stock of each Guarantor that is a corporation is owned by the Issuer, directly or through subsidiaries, free and clear of any mortgage, pledge, lien, security interest, claim, encumbrance or defect of any kind; and the Guarantors constitute all of the direct and indirect subsidiaries of the Issuer.

(d) This Agreement has been duly authorized, executed and delivered by each of the Companies and constitutes a valid and binding obligation of each of the Companies, enforceable against each of them in accordance with its terms, except to the extent that (A) enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and (B) rights to indemnity and contribution may be limited by applicable laws.

(e) The Indenture has been duly authorized by each of the Companies and, when duly executed and delivered by each of the Companies and the Trustee, will constitute a valid and binding obligation of each of the Companies, enforceable against each of them in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); and the Indenture conforms in all material respects to the description thereof contained in the Offering Document.

(f) The Registration Rights Agreement has been duly authorized, executed and delivered by each of the Companies and constitutes a valid and binding obligation of each of the Companies, enforceable against each of them in accordance with its terms, except to the extent that (A) enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and (B) rights to indemnity and contribution may be limited by applicable laws; and the Registration Rights Agreement conforms in all material respects to the description thereof contained in the Offering Document.

(g) The Offered Securities have been duly authorized by the Issuer, and when executed, authenticated, issued and delivered in the manner provided for in the Indenture and sold and paid for as provided in this Agreement, the Offered Securities will constitute valid and binding obligations of the Issuer entitled to the benefits of the Indenture and enforceable against the Issuer in accordance with their terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); and the Offered Securities conform in all material respects to the description thereof contained in the Offering Document.

(h) The Guarantees have been duly authorized by each of the Guarantors, and when executed, authenticated, issued and delivered in the manner provided for in the Indenture and sold and paid for as provided in this Agreement, the Guarantees will constitute valid and binding obligations of each of the Guarantors entitled to the benefits of the Indenture and enforceable against each of the Guarantors in accordance with their terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); and the Guarantees conform in all material respects to the description thereof contained in the Offering Document.

(i) The Exchange Securities have been duly authorized by the Issuer, and when executed, authenticated, issued and delivered in the manner provided for in the Indenture and the Registration Rights Agreement, the Exchange Securities will constitute valid and binding obligations of the Issuer entitled to the benefits of the Indenture and enforceable against the Issuer in accordance with their terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(j) The Exchange Security Guarantees have been duly authorized by each of the Guarantors, and when executed, authenticated, issued and delivered in the manner provided for in the Indenture and the Registration Rights Agreement, the Exchange Security Guarantees will constitute valid and binding obligations of each of the Guarantors entitled to the benefits of the Indenture and enforceable against each of the Guarantors in accordance with their terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(k) Assuming the accuracy of the representations of the Purchasers in Section 4, except as disclosed in the Offering Document, the execution, delivery and performance of the Indenture, the Offered Securities, the Guarantees, the Exchange Securities, the Exchange Security Guarantees, the Registration Rights Agreement and this Agreement and the consummation of the transactions therein and herein contemplated will not require the consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court (except such as have been obtained, such as may be required under federal securities law in connection with the Registration Rights Agreement and such as may be required under state securities laws).

(l) The execution, delivery and performance of the Indenture, the Registration Rights Agreement, the Offered Securities, the Guarantees, the Exchange Securities, the Exchange Security Guarantees and this Agreement and the consummation of the transactions therein and herein contemplated have been duly authorized by all necessary action on the part of each of the Companies and do not and will not violate or result in a breach or violation of any of the terms and provisions of, and do not and will not constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under, or result in the creation or imposition of any lien, charge or encumbrance upon any material assets or properties of any of the Companies under (A) the charter, by-laws or other organizational documents of any of the Companies, (B) any statute, any rule, regulation, order or decree of any governmental or regulatory agency or body or any court, domestic or foreign, having jurisdiction over any of the Companies or any of their properties, assets or operations, or (C) any indenture, mortgage, loan or credit agreement, note, lease, permit, license or other agreement or instrument to which any of the Companies is a party or by which any of them is bound or to which any of the properties, assets or operations of any of the Companies is subject, except, in the case of clauses (B) and (C), for such breaches, violations or defaults which would not have a Material Adverse Effect.

(m) The Companies have good title to all real properties owned by them, in each case free and clear of any mortgage, pledge, lien, security interest, claim or other encumbrance or defect; the Companies hold all leased real property under valid, subsisting and enforceable leases or subleases with no exceptions that would materially interfere with the use made or to be made thereof by them; none of the Companies is in default under any such lease or sublease; and no material claim of any sort has been asserted by anyone adverse to the rights of the Companies under any such lease or sublease or affecting or questioning the right of such entity to the continued possession of

the leased or subleased properties under any such lease or sublease, except in each case as would not have a Material Adverse Effect (individually or in the aggregate).

(n) The Companies possess adequate certificates, authorizations, licenses or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them except as would not have a Material Adverse Effect and have not received any written notice of proceedings relating to the revocation or modification of any such certificate, authorization, license or permit that would have a Material Adverse Effect (individually or in the aggregate).

(o) The Companies own or possess adequate rights to use all material patents, trademarks, service marks, trade names, copyrights, licenses, inventions, trade secrets and other rights, and all registrations or applications relating thereto, described in the Offering Document as being owned by the Companies and necessary for the conduct of their business, except as such would not have a Material Adverse Effect (individually or in the aggregate), and the Companies are not aware of any pending or threatened claim to the contrary or any pending or threatened challenge by any other person to the rights of the Companies with respect to the foregoing which, if determined adversely to the Companies, would have a Material Adverse Effect (individually or in the aggregate).

(p) The Companies have filed all tax returns required to be filed (subject to any extensions of time for the proper filing of such returns), which returns are complete and correct in all material respects, and none of the Companies is in default in the payment of any taxes which were payable pursuant to said returns or any assessments with respect thereto, other than those not yet delinquent except for those that have been contested in good faith for which an adequate reserve has been established, in each case except as would not have a Material Adverse Effect (individually or in the aggregate).

(q) (A) None of the Companies is in violation of its charter, by-laws or other organizational documents, (B) none of the Companies is in violation of any statute, any rule, regulation, order or decree of any governmental or regulatory agency or body or any court, domestic or foreign, having jurisdiction over any of the Companies or any of their properties, assets or operations, and (C) no event of default or event that, but for the giving of notice or the lapse of time or both, would constitute an event of default exists, or as a result of consummation of the issuance of the Offered Securities, the Guarantees, the Exchange Securities or the Exchange Security Guarantees will exist, under any indenture, mortgage, loan or credit agreement, note, lease, permit, license or other agreement or instrument to which any of the Companies is a party or by which any of them is bound or to which any of the properties, assets or operations of any of the Companies is subject, except, in the case of clauses (B) and (C), for such violations and defaults that would not have a Material Adverse Effect (individually or in the aggregate).

(r) Except as described in the Offering Document, there are no pending actions, suits or proceedings against or, to the knowledge of the Companies, affecting any of the Companies or any of their respective properties, assets or operations that would have a Material Adverse Effect, or could materially and adversely affect the ability of the Companies to perform their obligations under this Agreement, the Indenture, the

Registration Rights Agreement, the Offered Securities, the Guarantees, the Exchange Securities, the Exchange Security Guarantees or any other document governing the sale of the Offered Securities; and no such actions, suits or proceedings are, to the knowledge of the Companies, threatened or contemplated.

(s) Except as disclosed in the Offering Document, since the date of the latest audited consolidated financial statements of the Companies included in the Offering Document, none of the Companies has incurred any liability or obligation, direct or contingent, or entered into any transaction, in each case not in the ordinary course of business, that is material to the Companies, taken as a whole, and there has not occurred, to the Companies' knowledge, any development or event involving a prospective Material Adverse Effect and, except as disclosed in or contemplated by the Offering Document, since the date of the latest audited consolidated financial statements of the Companies included in the Offering Document, there has been no (i) dividend or distribution of any kind declared, paid or made by the Issuer on any class of its capital stock, (ii) issuance of securities (other than the Offered Securities offered hereby and up to 600,000 shares of common stock issuable upon the exercise of options issued pursuant to existing employee stock option plans) or (iii) material increase in short-term or long-term debt of the Companies.

(t) The Companies maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of consolidated financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; and (iii) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(u) Deloitte & Touche LLP, who has certified certain financial statements of the Companies, whose report is incorporated by reference in the Offering Document and who will deliver the letters referred to in Sections 6(a) and 6(g) hereof, are independent public accountants under Rule 101 of the AICPA's Code of Professional Conduct, and its interpretation and rulings.

(v) The financial statements, together with the related schedules and notes, included or incorporated by reference in the Offering Document present fairly, in all material respects, the financial position of the Issuer and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis, except as disclosed therein. The other financial and statistical information set forth in the Offering Document present fairly, in all material respects, the information shown therein and have been, except as disclosed therein, compiled on a basis consistent with that of the financial statements included or incorporated by reference in the Offering Document.

(w) None of the Companies is, and, upon sale of the Offered Securities and the application of the net proceeds of such sale as described in the Offering Document, none

of them will be, an "investment company" or an entity "controlled" by an "investment company" within the meaning of such terms under the Investment Company Act of 1940, as amended (the "INVESTMENT COMPANY ACT") and the rules and regulations of the Commission thereunder.

(x) No securities of the same class (within the meaning of Rule 144A(d)(3) under the Securities Act) as the Offered Securities are listed on any national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system.

(y) Assuming the accuracy of the representations and warranties of the Purchasers contained in Section 4 hereof, the initial placement of the Offered Securities by the Purchasers in the manner contemplated by this Agreement will be exempt from the registration requirements of the Securities Act by reason of Section 4(2) thereof and Regulation S thereunder; and it is not necessary to qualify an indenture in respect of the Offered Securities under the United States Trust Indenture Act of 1939, as amended (the "TRUST INDENTURE ACT").

(z) None of the Companies nor any of their affiliates nor any person acting on its or their behalf (i) has, within the six-month period prior to the date hereof, offered or sold in the United States or to any U.S. person (as such terms are defined in Regulation S under the Securities Act) the Offered Securities or any security of the same class or series as the Offered Securities or (ii) has offered or will offer or sell the Offered Securities (A) in the United States by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (B) with respect to any securities sold in reliance on Rule 903 of Regulation S, by means of any directed selling efforts within the meaning of Rule 902(b) of Regulation S. The Companies, their affiliates and any person acting on their behalf have complied and will comply with the offering restrictions requirement of Regulation S. The Companies have not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities except for this Agreement.

(aa) None of the Companies has taken or will take, directly or indirectly, any action designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Offered Securities to facilitate the sale or resale of the Offered Securities.

(bb) None of the Companies has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Offered Securities to violate Regulation T (12 C.F.R. Part 220), Regulation U (12 C.F.R. Part 221) or Regulation X (12 C.F.R. Part 224) of the Board of Governors of the Federal Reserve System.

(cc) There are no contractual restrictions on transfers of the Offered Securities pursuant to any contracts or other similar instruments to which the Issuer is a party, except as described in the Offering Document and as required by Rule 144A, Regulation S or Regulation D under the Securities Act.

(dd) The Issuer is subject to Section 13 or 15(d) of the Exchange Act.

The Companies acknowledge that the Purchasers and, for purposes of the opinions to be delivered to the Purchasers pursuant to Section 6 hereof, counsel to the Companies and counsel to the Purchasers, will rely upon the accuracy and truth of the foregoing representations and hereby consents to such reliance. Each certificate signed by any officer or representative of any of the Companies and delivered to the Purchasers or counsel for the Purchasers shall be deemed to be a representation and warranty by such Company to the Purchasers as to the matters covered thereby.

3. Purchase, Sale and Delivery of Offered Securities. On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Issuer agrees to sell to the Purchasers, and the Purchasers agree, severally and not jointly, to purchase from the Issuer, at a purchase price of 99.184 % of the principal amount thereof plus accrued interest, if any, from June 21, 2000 to the Closing Date (as hereinafter defined) the respective principal amounts of Offered Securities set forth opposite the names of the several Purchasers in Schedule A hereto.

The Issuer will deliver against payment of the purchase price the Offered Securities in the form of one or more permanent global securities in registered form without interest coupons (the "GLOBAL SECURITIES") which will be deposited with the Trustee as custodian for The Depository Trust Company ("DTC") and registered in the name of Cede & Co., as nominee for DTC. Interests in any Global Securities will be held only in book-entry form through DTC, except in the limited circumstances described in the Offering Document. Offered Securities sold to institutional "accredited investors," as defined in Rule 501(a)(1), (2),
(3) or (7) under the Securities Act, will be delivered as definitive fully registered certificates (the "DEFINITIVE SECURITIES") in such names and in such denominations as CSFBC may request.

Payment for the Offered Securities shall be made by the several Purchasers in federal (same day) funds by wire transfer to an account at a bank acceptable to CSFBC drawn to the order of the Issuer at the offices of Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, at 9:00 a.m. (New York time), on June 21, 2000, or at such other time and date not later than seven full business days thereafter as CSFBC and the Issuer determine, such time and date being herein referred to as the "CLOSING DATE," against delivery to the Trustee as custodian for DTC of the Global Securities representing all of the Offered Securities. The Global Securities and the Definitive Securities will be made available for checking at the above offices of Milbank, Tweed, Hadley & McCloy LLP at least 24 hours prior to the Closing Date.

4. Representations by Purchasers; Resale by Purchasers. (a) Each Purchaser severally represents and warrants to the Issuer that it is a QIB and an institutional "accredited investor" within the meaning of Rule 501(a)(1),
(2), (3) or (7) of Regulation D under the Securities Act.

(b) Each Purchaser severally acknowledges that the Offered Securities have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant

to an exemption from the registration requirements of the Securities Act. Each Purchaser severally represents and agrees that it has offered and sold the Offered Securities, and will offer and sell the Offered Securities only in accordance with Regulation S, Rule 144A or Regulation D under the Securities Act. Accordingly, neither such Purchaser nor its affiliates, nor any persons acting on its or their behalf, have engaged or will engage in any directed selling efforts with respect to the Offered Securities, and such Purchaser, its affiliates and all persons acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S, Rule 144A and Regulation D under the Securities Act.

Terms used in this subsection (b) have the meanings given to them by Regulation S.

(c) Each Purchaser severally agrees that it and each of its affiliates has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities except for any such arrangements with the other Purchasers or affiliates of the other Purchasers or with the prior written consent of the Issuer.

(d) Each Purchaser severally agrees that it and each of its affiliates will not offer or sell the Offered Securities in the United States by means of any form of general solicitation or general advertising, within the meaning of Rule 502(c) under the Securities Act, including, but not limited to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or
(ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising. Each Purchaser severally agrees, with respect to resales made in reliance on Rule 144A of any of the Offered Securities, to deliver either with the confirmation of such resale or otherwise prior to settlement of such resale a notice to the effect that the resale of such Offered Securities has been made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. Each Purchaser further agrees, with respect to resales made to institutional "accredited investors" under Rule 501(a)(1), (2), (3) or (7), each such investor shall have completed and delivered a letter substantially in the form of Annex A to the Offering Document to the Purchaser prior to the confirmation of any order.

(e) Each of the Purchasers severally represents and agrees that (i) it has not offered or sold and, prior to the date six months after the date of issuance of the Offered Securities, will not offer or sell any Offered Securities to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995; (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Offered Securities in, from or otherwise involving the United Kingdom; and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of the Offered Securities to a person who is of a kind described in Article 11 (3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 or is a person to whom such document may otherwise lawfully be issued or passed on.

5. Certain Agreements of the Companies. Each of the Companies agrees with the Purchasers that:

(a) The Companies will advise CSFBC promptly of any proposal to amend or supplement the Offering Document and will not effect such amendment or supplementation without CSFBC's consent, which consent will not be unreasonably withheld. If, at any time prior to the completion of the resale of the Offered Securities by the Purchasers, any event occurs as a result of which the Offering Document as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Companies will promptly notify CSFBC of such event and will promptly prepare at its own expense an amendment or supplement that will correct such statement or omission. Neither CSFBC's consent to, nor the Purchasers' delivery to offerees or investors of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in
Section 6 of this Agreement.

(b) The Companies will furnish to CSFBC copies of any preliminary offering circular, the Offering Document and all amendments and supplements to such documents, in each case as soon as available and in such quantities as CSFBC requests, and the Issuer will furnish to CSFBC on the date hereof three copies of the Offering Document signed by a duly authorized representative of the Issuer. At any time when the Issuer is not subject to Section 13 or 15(d) of the Exchange Act, the Companies will promptly furnish or cause to be furnished to CSFBC (and, upon request, to each of the other Purchasers) and, upon request of holders and prospective purchasers of the Offered Securities, to such holders and purchasers, copies of the information required to be delivered to holders and prospective purchasers of the Offered Securities pursuant to Rule 144A(d)(4) under the Securities Act (or any successor provision thereto) in order to permit compliance with Rule 144A in connection with resales by such holders of the Offered Securities. The Companies, jointly and severally, will pay the expenses of printing and distributing to the Purchasers all such documents.

(c) The Companies will use their reasonable best efforts to arrange for the qualification of the Offered Securities and the determination of their eligibility for investment under the blue sky laws of such jurisdictions as CSFBC designates and will continue such qualifications in effect so long as required for the resale of the Offered Securities by the Purchasers, provided that the Companies will not be required to qualify as a foreign corporation or to file a general consent to service of process or subject it to taxation in any such state.

(d) So long as any of the Offered Securities are outstanding, the Issuer will, upon request, furnish to CSFBC and each of the other Purchasers, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and, upon request, the Issuer will furnish to CSFBC and to each of the other Purchasers, (i) as soon as available, a copy of each report and any definitive proxy statement of the Issuer filed with the Commission under the Exchange Act or mailed to stockholders, and (ii) for one year from the Closing Date, such other information concerning the Issuer as CSFBC may reasonably request.

(e) During the period of two years after the Closing Date or, if earlier, until such time as the Offered Securities are no longer restricted securities (as defined in Rule 144 under the

Securities Act), the Issuer will, upon request, furnish to CSFBC, each of the other Purchasers, and any holder of Offered Securities a copy of the restrictions on transfer applicable to the Offered Securities.

(f) During the period of two years after the Closing Date, or, if earlier, until such time as the Offered Securities are no longer restricted securities (as defined in Rule 144 under the Securities Act), the Companies will not, and will not permit any of their affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Offered Securities that have been reacquired by any of them.

(g) During the period of two years after the Closing Date, none of the Companies will be or become, an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act.

(h) The Companies will, jointly and severally, pay all expenses incidental to the performance of their obligations under this Agreement and the Indenture including (i) the fees and expenses of the Trustee and its professional advisors; (ii) all expenses in connection with the execution, issue, authentication, packaging and initial delivery of the Offered Securities, the preparation and printing of the Offering Document and amendments and supplements thereto, and any other document relating to the issuance, offer, sale and delivery of the Offered Securities; (iii) for any expenses (including fees and disbursements of counsel to the Purchasers) incurred in connection with qualification of the Offered Securities for sale under the blue sky laws of such jurisdictions as CSFBC designates and the printing of memoranda relating thereto; (iv) for any fees charged by investment rating agencies for the rating of the Offered Securities; and (v) for expenses incurred in distributing preliminary offering circulars and the Offering Document (including any amendments and supplements thereto) to the Purchasers.

(i) In connection with the offering, until CSFBC shall have notified the Issuer and the other Purchasers of the completion of the resale of the Offered Securities, none of the Companies nor any of their affiliates has or will, either alone or with one or more other persons, bid for or purchase for any account in which it or any of its affiliates has a beneficial interest any Offered Securities or attempt to induce any person to purchase any Offered Securities; and none of the Companies nor any of their affiliates will make bids or purchases for the purpose of creating actual, or apparent, active trading in, or of raising the price of, the Offered Securities.

(j) Until the later of the Closing Date or the completion of the initial offering of the Offered Securities by the Purchasers (but in no event more than 30 days after the initial offering of the Offered Securities by the Purchasers), none of the Companies will offer, sell, contract to sell, announce its intention to sell, pledge or otherwise dispose of, directly or indirectly, any United States dollar-denominated debt securities issued or guaranteed by any of the Companies and having a maturity of more than one year from the date of issue without the prior written consent of CSFBC. None of the Companies will at any time offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any securities under circumstances where such offer, sale, pledge, contract or disposition would cause the exemption afforded by Section 4(2) of the Securities Act or the safe harbor under Regulation S thereunder to cease to be applicable to the offer and sale of the Offered Securities.

(k) The Issuer will apply the net proceeds of the Offering on the sale of the Offered Securities in the manner set forth in the Offering Document under the caption "Use of Proceeds."

6. Conditions of the Obligations of the Purchasers. The obligations of the several Purchasers to purchase and pay for the Offered Securities on the Closing Date will be subject to the accuracy of the representations and warranties on the part of the Companies contained herein, to the accuracy of the statements of officers or other representatives of the Companies made pursuant to the provisions hereof, to the performance by the Companies of their obligations hereunder, and to the following additional conditions precedent:

(a) The Purchasers shall have received a letter, dated the date of this Agreement, of Deloitte & Touche LLP, confirming that they are independent public accountants within the meaning of the Securities Act and the applicable published rules and regulations thereunder ("RULES AND REGULATIONS") and to the effect that:

(i) in their opinion the financial statements and schedules examined by them and included or incorporated by reference in the Offering Document and in the Exchange Act Reports comply as to form in all material respects with the applicable accounting requirements of the Act and the related published Rules and Regulations;

(ii) they have performed the procedures specified by the American Institute of Certified Public Accountants for a review of unaudited interim consolidated financial information as described in Statement of Auditing Standards No. 71, Interim Financial Information, on the unaudited financial statements included or incorporated by reference in the Offering Document and in the Exchange Act Reports;

(iii) on the basis of the review referred to in clause (ii) above, a reading of the latest available unaudited interim consolidated financial statements of the Issuer, inquiries of officials of the Issuer who have responsibility for financial and accounting matters and other specified procedures, nothing came to their attention that caused them to believe that:

(A) the unaudited financial statements included or incorporated by reference in the Offering Document and the Exchange Act Reports do not comply as to form in all material respects with the applicable accounting requirements of the Securities Act and the related published Rules and Regulations or any material modifications should be made to such unaudited financial statements for them to be in conformity with generally accepted accounting principles;

(B) the information set forth under the caption "Selected Consolidated Financial and Operating Data" in the Offering Document does not agree with the amounts set forth in the unaudited consolidated financial statements for those same periods or was not determined on a basis substantially consistent with that of the corresponding amounts in the audited financial statements included or incorporated by reference in the Offering Document and the Exchange Act Reports;

(C) at the date of the latest available balance sheet read by such accountants, and at a subsequent specified date not more than three business days prior to the date of this Agreement, there was any decrease in shareholders' equity or change in the capital stock or any increase in short-term debt or long-term debt of the Issuer and its consolidated subsidiaries or, at the date of the latest available balance sheet read by such accountants, there was any decrease in consolidated total current assets or total assets, as compared with amounts shown on the latest balance sheet included or incorporated by reference in the Offering Document; or

(D) for the period from the closing date of the latest income statement included or incorporated by reference in the Offering Document to the closing date of the latest available income statement read by such accountants there were any decreases, as compared with the corresponding period of the previous year and with the period of corresponding length ended the date of the latest income statement included or incorporated by reference in the Offering Document, in consolidated net sales, operating profit or the total or per share amounts of net income, or any increases or decreases, as the case may be, in other items specified by CSFBC;

except in all cases set forth in clauses (C) and (D) above for changes, increases or decreases which the Offering Document discloses have occurred or may occur or which are described in such letter; and

(iv) they have compared specified dollar amounts (or percentages derived from such dollar amounts), numerical data and other financial information contained in the Offering Document and the Exchange Act Reports (in each case to the extent that such dollar amounts, percentages, numerical data and other financial information are derived from the general accounting records of the Issuer and its subsidiaries subject to the internal controls of the Issuer's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages, numerical data and other financial information to be in agreement with such results except as otherwise specified in such letter.

(b) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) a change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the judgment of CSFBC, be likely to prejudice materially the success of the proposed issue, sale or distribution of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market, or (ii) (A) any change, or any development involving a prospective change, in the condition (financial or other), business, properties or results of operations of the Companies which, in the judgment of a majority in interest of the Purchasers including CSFBC, is material and adverse and makes it impractical or inadvisable to proceed with completion of the offering or the sale of and payment for the Offered Securities; (B) any downgrading in the rating of any debt securities of the Issuer by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act), or any public announcement that any such organization

has under surveillance or review its rating of any debt securities of the Issuer (other than an announcement with positive implications of a possible upgrading, and no stated implications of a possible downgrading, of such rating); (C) any suspension or limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum prices for trading on such exchange, or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (D) any banking moratorium declared by U.S. Federal or New York authorities; or (E) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in the judgment of a majority in interest of the Purchasers including CSFBC, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical or inadvisable to proceed with completion of the offering or sale of and payment for the Offered Securities.

(c) The Purchasers shall have received an opinion, dated the Closing Date, of Bass, Berry & Sims PLC, counsel for the Companies, to the effect that:

(i) Each of the Companies is a validly existing corporation, limited liability company or partnership, as the case may be, in good standing under the laws of the jurisdiction of its organization, with all corporate, limited liability company or partnership, as the case may be, power and authority to own, lease and operate its properties and to conduct its business as described in the Offering Document.

(ii) This Agreement has been duly authorized, executed and delivered by the Companies and constitutes a valid and binding obligation of each of the Companies.

(iii) The Indenture has been duly authorized, executed and delivered by each of the Companies; the Offered Securities and the Guarantees have been duly authorized and executed by each of the Companies party thereto and delivered by each of the Companies to the Trustee for authentication; and the Indenture, the Offered Securities and the Guarantees (assuming the due execution, authentication and delivery by the Trustee of the Offered Securities, and the payment therefor in accordance with the terms of this Agreement) constitute valid and binding obligations of each of the Companies enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); and the Offered Securities are entitled to the benefits of the Indenture.

(iv) The Registration Rights Agreement has been duly authorized, executed and delivered by each of the Companies and constitutes a valid and binding obligation of each of the Companies, enforceable against each of them in accordance with its terms, except to the extent that (A) enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and remedies generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and (B) rights to indemnity and contribution may be limited by applicable laws.

(v) Assuming (A) the accuracy of the representations and warranties of the Companies set forth in Section 2 hereof and of the Purchasers set forth in Section 4 hereof and (B) the due performance by the Companies of the covenants and agreements set forth in Section 5 hereof and the due performance by the Purchasers of the covenants set forth in
Section 4 hereof, it is not necessary in connection with (A) the offer, sale and delivery of the Offered Securities and the Guarantees to the Purchasers pursuant to this Agreement or (B) the initial placement of the Offered Securities and the Guarantees by the Purchasers in the manner contemplated hereby to register the Offered Securities or the Guarantees under the Securities Act or to qualify an indenture in respect thereof under the Trust Indenture Act; provided that such counsel need not express an opinion as to any subsequent resale of the Offered Securities.

(vi) None of the Companies is, and, upon sale of the Offered Securities and the application of the net proceeds of such sale as described in the Offering Document, none of them will be, an "investment company" or an entity "controlled" by an "investment company" within the meaning of such terms under the Investment Company Act and the rules and regulations of the Commission thereunder.

(vii) No consent, approval, authorization, order, registration or qualification of, or filing with, any governmental or regulatory agency or body or any court is required on the part of the Companies for the execution and delivery by the Companies (or the consummation of the transactions which are the subject) of the Indenture, the Offered Securities, the Guarantees, the Exchange Securities, the Exchange Security Guarantees, the Registration Rights Agreement and this Agreement (except (A) such as may have been obtained and made, (B) such as may be required by federal securities law pursuant to the Registration Rights Agreement and (C) such as may be required under state securities laws).

(viii) The execution, delivery and performance of the Indenture, the Offered Securities, the Guarantees, the Exchange Securities, the Exchange Security Guarantees, the Registration Rights Agreement and this Agreement by each of the Companies and the consummation of the transactions therein and herein contemplated have been duly authorized by all necessary corporate or other action on the part of each such Company and does not and will not violate or result in a breach or violation of any of the terms and provisions of, and does not and will not constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under, or result in the creation or imposition of any lien, charge or encumbrance upon any material assets or properties of each such Company, and each such Company is not in violation of (A) the charter, by-laws or other organizational documents of each such Company, (B) to the knowledge of such counsel, any statute, rule, regulation, order or decree of any governmental or regulatory agency or body or any court having jurisdiction over each such Company or any of their properties, assets or operations or (C) to the knowledge of such counsel, any indenture, mortgage, loan or credit agreement, note, lease, permit, license or other agreement or instrument to which each such Company is a party or by which each such Company is bound or to which any of the properties, assets or operations of each such Company is subject, except, in the case of clauses (B) and (C),

for such breaches or violations which would not have a Material Adverse Effect (individually or in the aggregate).

(ix) Such counsel have considered the statements relating to legal matters or documents included in the Offering Document under the headings "Description of Notes" and "Federal Income Tax Considerations" and, in such counsels' opinion, such statements fairly summarize, in all material respects, such legal matters or documents.

(x) The courts of the State of Tennessee will enforce the choice of law provisions contained in this Agreement, the Registration Rights Agreement, the Indenture, the Offered Securities and the Guarantees that expressly provide that the terms and provisions thereof will be governed by and construed in accordance with the laws of the State of New York.

(xi) Such counsel have no reason to believe that the Offering Document, or any amendment or supplement thereto as of the date thereof and as of the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein not misleading; it being understood that such counsel need express no opinion as to the financial statements or other financial or statistical data contained in the Offering Document and the Exchange Act Reports. Such counsel may state that their belief is based upon their participation in the preparation of the Offering Document (and any amendments or supplements thereto) and review and discussion of the contents thereof (including participation in the preparation of the incorporated documents), but are without independent check or verification except as specified.

(d) The Purchasers shall have received an opinion, dated the Closing Date, of Larry Wilcher, Esq., General Counsel of the Company, to the effect that:

(i) Each of the Companies is duly qualified to do business as a foreign corporation, limited liability company, limited partnership or general partnership, as the case may be, in good standing in all jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except to the extent that the failure to be so qualified or in good standing would not have a Material Adverse Effect; each of the Companies has been duly organized and is a validly existing corporation, limited liability company or partnership, as the case may be, in good standing under the laws of the jurisdiction of its organization, with all corporate, limited liability company or partnership, as the case may be, power and authority to own, lease and operate its properties and to conduct its business as described in the Offering Document.

(ii) All of the outstanding shares of capital stock of, or other ownership interests in, each of the Guarantors have been duly and validly authorized and issued and are fully paid and non-assessable, and the shares of capital stock of, or other ownership interests in, each Guarantor owned by the Issuer, directly or through subsidiaries, are owned, free and clear of any security interest, claim, lien, encumbrance or adverse interest of any nature.

(iii) The execution, delivery and performance of the Indenture, the Offered Securities, the Guarantees, the Exchange Securities, the Exchange Security Guarantees, the Registration Rights Agreement and this Agreement by each of the Companies and the consummation of the transactions therein and herein contemplated have been duly authorized by all necessary corporate or other action on the part of each such Company and does not and will not violate or result in a breach or violation of any of the terms and provisions of, and does not and will not constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under, or result in the creation or imposition of any lien, charge or encumbrance upon any material assets or properties of each such Company, and each such Company is not in violation of (A) the charter, by-laws or other organizational documents of each such Company, (B) to the knowledge of such counsel, any statute, rule, regulation, order or decree of any governmental or regulatory agency or body or any court having jurisdiction over each such Company or any of their properties, assets or operations or (C) to the knowledge of such counsel, any indenture, mortgage, loan or credit agreement, note, lease, permit, license or other agreement or instrument to which each such Company is a party or by which each such Company is bound or to which any of the properties, assets or operations of each such Company is subject, except, in the case of clauses (B) and (C), for such breaches or violations which would not have a Material Adverse Effect (individually or in the aggregate).

(iv) Except as described in the Offering Document, there are no pending actions, suits or proceedings against any of the Companies or any of their respective properties, assets or operations that would have a Material Adverse Effect, or could materially and adversely affect the ability of any of the Companies to perform their obligations under this Agreement, the Indenture, the Registration Rights Agreement, the Offered Securities, the Guarantees; the Exchange Securities or the Exchange Security Guarantees; and no such actions, suits or proceedings are, to the knowledge of such counsel, threatened or contemplated.

(v) Such counsel has no reason to believe that the Offering Document, or any amendment or supplement thereto, as of the date thereof and as of the Closing Date or any Exchange Act Report, as of the date such report was filed, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein not misleading; it being understood that such counsel need express no opinion as to the financial statements or other financial or statistical data contained in the Offering Document and the Exchange Act Reports.

(e) The Purchasers shall have received on the Closing Date an opinion, dated the Closing Date, of Milbank, Tweed, Hadley & McCloy LLP, counsel for the Purchasers, with respect to the validity of the Offered Securities, the Guarantees, the Offering Document, the exemption from registration for the offer and sale of the Offered Securities by the Issuer and of the Guarantees by the Guarantors to the Purchasers and such other related matters as CSFBC may require, and the Companies shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(f) The Purchasers shall have received a certificate, dated the Closing Date, of the President or any Vice President and the principal financial or accounting officer of the Issuer in which such officers, to their knowledge after reasonable investigation, shall state that (A) the representations and warranties of each of the Companies in this Agreement are true and correct, (B) each of the Companies has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, and (C) subsequent to the dates of the most recent financial statements included or incorporated by reference in the Offering Document, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties, results of operations or general affairs of the Companies, taken as a whole other than those set forth in or contemplated by the Offering Document or as described in such certificate.

(g) The Purchasers shall have received a letter, dated the Closing Date, of Deloitte & Touche LLP that meets the requirements of subsection (a) of this Section, except that the specified date referred to in such subsection will be a date not more than three business days prior to the Closing Date for the purposes of this subsection.

The Companies will furnish the several Purchasers with such conformed copies of such opinions, certificates, letters and documents as the Purchasers reasonably request. CSFBC may in its sole discretion waive on behalf of the Purchasers compliance with any conditions to the obligations of the Purchasers hereunder.

7. Indemnification and Contribution. (a) The Companies will, jointly and severally, indemnify and hold harmless each Purchaser, its partners, directors, officers and employees and each person, if any, who controls such Purchaser within the meaning of the Securities Act or the Exchange Act, from and against any losses, claims, damages or liabilities, joint or several, to which the Purchaser, or any such partner, director, officer, employee or controlling person, may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Offering Document, or any amendment or supplement thereto, or any related preliminary offering circular, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, including any losses, claims, damages or liabilities arising out of or based upon the Companies' failure to perform their obligations under Section 5(a) of this Agreement, and will reimburse, as incurred, any legal or other expenses reasonably incurred by such Purchaser, or any such partner, director, officer, employee or controlling person, in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Companies will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Companies by any Purchaser through CSFBC specifically for use therein, it being understood and agreed that the only such information furnished by the Purchasers consists of the information described as such in subsection (b) below; provided, further, that with respect to any untrue statement or omission or alleged untrue statement or omission from any preliminary offering

circular, the indemnity agreements contained in this subsection (a) shall not inure to the benefit of any Purchaser that sold Offered Securities to the person asserting any such losses, claims, damages or liabilities to the extent that such sale was an initial resale by such Purchaser and any such loss, claim, damage or liability of such Purchaser results from the fact that there were not sent or given to such person, at or prior to the written confirmation of the sale of such Offered Securities to such person, a copy of the final offering circular (exclusive of any material included therein but not attached thereto) if the Companies had previously furnished copies thereof to such Purchaser and if the untrue statement or omission or alleged untrue statement or omission was corrected in such final offering circular.

(b) Each Purchaser will severally and not jointly indemnify and hold harmless the Companies, each of their respective partners, directors, officers and employees, and each person, if any, who controls the Companies within the meaning of the Securities Act or the Exchange Act, from and against any losses, claims, damages or liabilities to which the Companies, or any of their partners, directors, officers, employees or controlling persons, may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Offering Document, or any amendment or supplement thereto, or any related preliminary offering circular, or arise out of or are based upon the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Purchaser through CSFBC specifically for use therein, and will reimburse, as incurred, any legal or other expenses reasonably incurred by the Companies, or their partners, directors, officers, employees or controlling persons, in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; it being understood and agreed that the only such information furnished to the Companies by any Purchaser consists of the information in the Offering Document furnished (i) on behalf of each Purchaser, under the caption "Plan of Distribution," paragraphs three and eight; and (ii) on behalf of Banc of America Securities LLC and Wachovia Securities LLC, under the caption "Plan of Distribution," paragraph ten; provided, however, that the Purchasers shall not be liable for any losses, claims, damages, or liabilities arising out of or based upon the Companies' failure to perform their obligations under Section 5(a) of this Agreement.

(c) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such

indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this

Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the indemnified party.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or
(b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Companies on the one hand and the Purchasers on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Companies on the one hand and the Purchasers on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Companies on the one hand and the Purchasers on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer bear to the total discounts and commissions received by the Purchasers from the Issuer under this Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Companies or the Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities purchased by it were resold exceeds the amount of any damages which such Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Purchasers' obligations in this subsection (d) to contribute are several in proportion to their respective purchase obligations and not joint.

(e) The obligations of the Companies under this Section shall be in addition to any liability which the Companies may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Purchaser within the meaning of the Securities Act or the Exchange Act; and the obligations of the Purchasers under this Section shall be in addition to any liability which the respective Purchasers may otherwise have and shall

extend, upon the same terms and conditions, to each person, if any, who controls the Companies within the meaning of the Securities Act or the Exchange Act.

8. Default of Purchasers. If any Purchaser or Purchasers default in their obligations to purchase Offered Securities hereunder and the aggregate principal amount of Offered Securities that such defaulting Purchaser or Purchasers agreed but failed to purchase does not exceed 10% of the total principal amount of the Offered Securities, CSFBC may make arrangements satisfactory to the Issuer for the purchase of such Offered Securities by other persons, including any of the Purchasers, but if no such arrangements are made by the Closing Date, the non-defaulting Purchasers shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Purchasers agreed but failed to purchase. If any Purchaser or Purchasers so default and the aggregate principal amount of the Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of the Offered Securities and arrangements satisfactory to CSFBC and the Issuer for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Purchaser or the Company, except as provided in Section 9. As used in this Agreement, the term "Purchaser" includes any person substituted for a Purchaser under this Section. Nothing herein will relieve a defaulting Purchaser from liability for its default.

9. Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations, warranties and other statements of the Companies, or their respective representatives, officers or directors, and of the several Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Purchaser, the Companies or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If this Agreement is terminated pursuant to Section 8 or if for any reason the purchase of the Offered Securities by the Purchasers is not consummated, the Companies shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 5 and the respective obligations of the Companies, and the Purchasers pursuant to Section 7 shall remain in effect, but shall not inure to the benefit of any defaulting Purchaser. If the purchase of the Offered Securities by the Purchasers is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 8 or the occurrence of any event specified in clause (C), (D) or (E) of Section
6(b)(ii), the Companies will reimburse the Purchasers for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities.

10. Notices. All communications hereunder will be in writing and, if sent to the Purchasers, will be mailed, delivered or telegraphed and confirmed to the Purchasers c/o CSFBC, Eleven Madison Avenue, New York, N.Y. 10010-3629, Attention: Investment Banking Department - Transactions Advisory Group, or, if sent to the Companies, will be mailed, delivered or telegraphed and confirmed to it c/o the Issuer at 100 Mission Ridge, Goodlettsville, Tennessee 37072-2170, Attention: General Counsel.

11. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the controlling persons referred to in Section 7, and no other person will have any right or obligation hereunder.

12. Representation of Purchasers. CSFBC will act for the several Purchasers in connection with this purchase, and any action under this Agreement taken by you will be binding upon all the Purchasers.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

14. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Companies hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding brought by another party to this Agreement arising out of or relating to this Agreement or the transactions contemplated hereby.

If the foregoing is in accordance with the Purchasers' understanding of our agreement, kindly sign and return to us one of the counterparts hereof, whereupon it will become a binding agreement between the Issuer, the Guarantors and the several Purchasers in accordance with its terms.

Very truly yours,

DOLLAR GENERAL CORPORATION

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

DOLGENCORP, INC.

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

DOLGENCORP OF TEXAS, INC.

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

DG LOGISTICS, LLC
By: Dolgencorp, Inc., its Managing Member

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

DADE LEASE MANAGEMENT, INC.

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

DOLLAR GENERAL PARTNERS
By: Dolgencorp, Inc., a general partner

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

By: Dade Lease Management, Inc., a general partner

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

By: Dollar General Financial, Inc., a general partner

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

DOLLAR GENERAL FINANCIAL, INC.

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

NATIONS TITLE COMPANY, INC.

By: /s/ Robert C. Layne
Name: Robert C. Layne
Title: Secretary

DOLLAR GENERAL INTELLECTUAL PROPERTY, L.P.
By: Dade Lease Management, Inc., its General Partner

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

The foregoing Purchase Agreement is
hereby confirmed accepted as of the date first above written.

CREDIT SUISSE FIRST BOSTON CORPORATION
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
BANC OF AMERICA SECURITIES LLC
WACHOVIA SECURITIES, INC.

By: CREDIT SUISSE FIRST BOSTON CORPORATION

By /s/ Joseph D. Fashano

Name: Joseph D. Fashano
Title: Director

SCHEDULE A

Purchaser	Principal Amount of Offered Securities
Credit Suisse First Boston Corporation	$114,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	52,000,000
Banc of America Securities LLC	30,000,000
Wachovia Securities, Inc.	4,000,000
Total	$200,000,000

SCHEDULE B

Guarantors

GUARANTOR NAME	JURISDICTION OF ORGANIZATION	IMMEDIATE OWNERSHIP	ISSUER'S BENEFICIAL OWNERSHIP
Dade Lease Management, Inc. ("DADE")	Delaware	100% -- Issuer	100%
DG Logistics, LLC	Tennessee	100% -- Dolgencorp	100%
Dolgencorp of Texas, Inc. ("DOLGENCORP TEXAS")	Kentucky	100% -- Dolgencorp	100%
Dolgencorp, Inc. ("DOLGENCORP")	Kentucky	100% -- Issuer	100%
Dollar General Financial, Inc. ("DG FINANCIAL")	Tennessee	100% -- Issuer	100%
Dollar General Intellectual Property, L.P.	Vermont	99% -- Greater Cumberland 1% -- Dade	100%
Dollar General Partners	Kentucky	77% -- Dolgencorp 21% -- Dade 2% -- DG Financial	100%
Nations Title Company, Inc.	Tennessee	100% -- DG Financial	100%

EXHIBIT 4.1

EXECUTION COPY

DOLLAR GENERAL CORPORATION

as Issuer,

THE GUARANTORS NAMED HEREIN

as Guarantors,

and

FIRST UNION NATIONAL BANK

as Trustee

INDENTURE

Dated as of June 21, 2000

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8 5/8% NOTES DUE JUNE 15, 2010

CROSS-REFERENCE TABLE

Trust Indenture Act Section	Indenture Section
310 (a)(1)	7.10
(a)(2)	7.10
(a)(3)	N/A
(a)(4)	N/A
(a)(5)	7.10
(b)	7.03, 7.10
(c)	N/A
311 (a)	7.11
(b)	7.11
(c)	N/A
312 (a)	2.05
(b)	11.03
(c)	11.03
313 (a)	7.06
(b)(1)	7.06
(b)(2)	7.06
(c)	7.06; 11.02
(d)	7.06
314 (a)	4.03; 4.07, 11.02
(b)	N/A
(c)(1)	11.04
(c)(2)	11.04
(c)(3)	N/A
(d)	N/A
(e)	11.05
(f)	N/A
315 (a)	7.01
(b)	7.05; 11.02
(c)	7.01
(d)	7.01
(e)	6.11
316 (a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N/A
(b)	6.07
(c)	2.11, 9.04
317 (a)(1)	6.08
(a)(2)	6.09
(b)	2.04
318 (a)	11.01
(b)	N/A
(c)	11.01

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of this Indenture.

TABLE OF CONTENTS

INDENTURE, dated as of June 21, 2000, among Dollar General Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Tennessee; Dolgencorp, Inc., a Kentucky corporation; Dolgencorp of Texas, Inc., a Kentucky corporation; DG Logistics, LLC, a Tennessee limited liability company; Dade Lease Management, Inc., a Delaware corporation; Dollar General Partners, a Kentucky general partnership; Dollar General Financial, Inc., a Tennessee corporation; Nations Title Company, Inc., a Tennessee corporation; Dollar General Intellectual Property, L.P., a Vermont limited partnership; and any Subsidiary (each, an "Additional Guarantor") of the Company that executes a supplement to this Indenture in the form of Exhibit E that provides a guarantee of the Notes (as defined below) and this Indenture after the date of this Indenture (each, a "Guarantor" and collectively, the "Guarantors") and First Union National Bank, a national banking association, as trustee (the "Trustee").

RECITALS OF THE COMPANY AND THE GUARANTORS

The Company and the Guarantors have duly authorized the execution and delivery of this Indenture to provide for the issuance of the Company's 8 5/8% Notes due June 15, 2010 and the related Guarantees (as defined below) issuable as provided in this Indenture. All things necessary to make this Indenture a valid agreement of the Company and the Guarantors, in accordance with its terms, have been done, and the Company and the Guarantors have done all things necessary to make the Notes (as defined below) and the Guarantees, when executed by the Company and the Guarantors and authenticated and delivered by the Trustee hereunder and duly issued by the Company and the Guarantors, the valid obligations of the Company and the Guarantors as hereinafter provided.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes and the Guarantees by the Holders thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders (as defined below), as follows:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

"Additional Interest" has the meaning set forth in Section 6 of the Registration Rights Agreement.

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agent" means any Registrar, Paying Agent or co-registrar.

"Attributable Debt" means, in connection with any Sale and Leaseback Transaction under which either the Company or any Restricted Subsidiary is at the time liable as lessee for a term of more than 12 months and at any date as of which the amount thereof is to be determined, the lesser of (A) total net obligations of the lessee for rental payments during the remaining term of the lease discounted from the respective due dates thereof to such determination date at a rate per annum equivalent to the greater of (i) the weighted average yield to maturity of the Notes, such average being weighted by the principal amount of the Notes and (ii) the interest rate inherent in such lease (as determined in good faith by the Company), both to be compounded semi-annually or (B) the sale price for the assets so sold and leased multiplied by a fraction the numerator of which is the remaining portion of the base term of the lease included in such transaction and the denominator or which is the base term of the lease.

"Authorized Officer" means the Chief Executive Officer, President, any Executive Vice President or the Treasurer of the Company.

"Bankruptcy Law" means title 11, U.S. Code, or any similar federal or state law for the relief of debtors.

"Board of Directors" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of such Board of Directors.

"Business Day" means each day which is not a Legal Holiday.

"Capital Lease" means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Capital Lease Obligations" means with respect to any Person any Capital Lease on the face of a balance sheet of such Person prepared in accordance with GAAP; the amount of such obligation shall be the capitalized amount thereof, determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

"Capital Stock" means with respect to any Person any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in such Person (however designated), including any preferred stock, but excluding debt securities convertible into or exchangeable for such equity.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Consolidated Net Tangible Assets" means, at any date, the total assets appearing on the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries as at the end of the fiscal quarter of the Company ending not more than 135 days prior to such date, prepared in accordance with GAAP, less (i) all current liabilities (due within one year) as shown on such balance sheet, (ii) investments in and advances to Unrestricted Subsidiaries and
(iii) Intangible Assets and liabilities relating thereto.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any Indebtedness of another Person, if the purpose or intent thereof by the Person incurring the Contingent Obligation is to provide assurance to the obligee of such Indebtedness that such Indebtedness will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such Indebtedness will be protected (in whole or in part) against loss in respect thereof. Contingent Obligations include, without limitation, (i) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of another Person, and (ii) any liability of such Person for the obligations of another Person through any agreement (contingent or otherwise) (a) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), (b) to maintain the solvency or any balance sheet item, level of income or financial condition of another, or (c) to make take-or-pay or similar payments, if required regardless of nonperformance by any other party or parties to an agreement, if in the case of any agreement described under subclause (a), (b) or (c) of this sentence, the primary purpose or intent thereof is as described in the preceding sentence. The amount of any Contingent Obligation shall be equal to the amount of the obligation so guaranteed or otherwise supported.

"Corporate Trust Office of the Trustee" shall be at the address of the Trustee specified in Section 11.02 or such other address as to which the Trustee may give notice to the Company.

"Credit Facilities" means one or more debt facilities (including the Existing Credit Facility), in each case with banks or other institutional lenders providing for revolving credit loans, providing for revolving credit and term loans, or providing for the support of one or more revolving commercial paper programs, in each case as amended, restated, modified, supplemented, renewed, refunded, refinanced, restructured, replaced, repaid or extended in whole or in part from time to time.

"Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"Default" means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

"Depositary" means The Depository Trust Company, its nominees and their respective successors.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Exchange Notes" means the 8 5/8% Notes due June 15, 2010 to be issued pursuant to this Indenture in connection with a Registered Exchange Offer pursuant to the Registration Rights Agreement.

"Existing Credit Facility" means the facility provided by the Credit Agreement (including any related notes, collateral documents, letters of credit and related documentation, and

guarantees and any appendices, exhibits or schedules thereto) between the Company and SunTrust Bank, Nashville, N.A., dated as of September 2, 1997, and amended as of July 31, 1998 and as further amended as of April 29, 1999, and as such agreement may be further amended (including any amendment and restatement), supplemented or modified from time to time, including any replacement or refinancing thereof in the commercial bank market (including any such replacement or refinancing that increases the amount thereof) whether with the original agents and lenders or other agents and lenders or otherwise and whether provided under the original agreement or one or more other agreements or otherwise.

"Funded Debt" means, without duplication, (i) any Indebtedness of the Company or a Restricted Subsidiary maturing more than 12 months after the time of computation thereof, including all revolving and term Indebtedness and Indebtedness under all other lines of credit, (ii) Funded Debt or dividends of others as to which the Company or a Restricted Subsidiary is or becomes obligated through the incurrence of a Contingent Obligation or otherwise (except guarantees in connection with the sale or discount of accounts receivable, trade acceptances and other paper arising in the ordinary course of business), (iii) in the case of any Restricted Subsidiary, all preferred stock having mandatory redemption provisions of such Restricted Subsidiary as reflected on such Restricted Subsidiary's balance sheet prepared in accordance with GAAP, and (iv) all Capital Lease Obligations.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those set forth
(i) in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants; (ii) statements and pronouncements of the Financial Accounting Standards Board; or (iii) in such other statements by such other entity as approved by a significant segment of the accounting profession.

"Guarantee" means the Guarantee of the Notes by each of the Guarantors pursuant to Article X and any additional Guarantee of the Notes to be executed by any Additional Guarantor pursuant to Section 4.06.

"Hedging Obligation" of any Person means the obligations of that Person under (i) interest rate swap agreements, interest rate cap agreement and interest rate collar agreements; (ii) foreign exchange contracts and currency swap agreements; and (iii) other agreements or arrangements entered into in the ordinary course of business and consistent with past practices designed to protect that person against fluctuations in interest rates or currency exchange rates.

"Holder" means the Person in whose name a Note is registered on the Note Register.

"Indebtedness" of any Person means, at any date, without duplication,
(i) all obligations of such Person for borrowed money or for the deferred purchase price of property or services, and including, without limitation, the face amount available to be drawn under all letters of credit, reimbursement and similar obligations with respect to surety bonds, letters of credit and banks' acceptances, whether or not matured; (ii) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments; (iii) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such

agreement in the event of default are limited to repossession or sale of such property); (iv) all Capital Lease Obligations of such Person; (v) all Contingent Obligations of such Person; (vi) all Hedging Obligations of such Person; and
(vii) all Indebtedness referred to in clause (i), (ii), (iii), (iv) or (v) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including, without limitation, accounts and contracts rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness; provided, however, that Indebtedness shall not include current accounts payable arising in the ordinary course of business. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof, in the case of any Indebtedness issued with original issue discount and
(b) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

"Indenture" means this Indenture, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Indenture.

"Initial Notes" means the 8 5/8% Notes due June 15, 2010 issued under this Indenture on or about the date of this Indenture.

"Initial Purchasers" means (i) Credit Suisse First Boston Corporation, Merrill Lynch, Pierce Fenner & Smith Incorporated, Banc of America Securities LLC and Wachovia Securities, Inc., in respect of the Initial Notes, and (ii) the initial purchasers of additional notes.

"Initial Unrestricted Subsidiary" means The Greater Cumberland Insurance Company, a Vermont corporation.

"Intangible Assets" means, at any date, the value, as shown on or reflected in the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries as at the end of the fiscal quarter of the Company ending not more than 135 days prior to such date, prepared in accordance with GAAP of: (i) all trade names, trademarks, licenses, patents, copyrights, service marks, goodwill and other like intangibles; (ii) organizational and development costs; (iii) deferred charges (other than prepaid items, such as insurance, taxes, interest, commissions, rents, pensions, compensation and similar items and tangible assets being amortized); and (iv) unamortized debt discount and expense, less unamortized premium.

"Issue Date" means the date on which the Initial Notes are originally issued.

"Legal Holiday" means a Saturday, a Sunday or a day on which banking institutions in The City of New York, in the city of the Corporate Trust Office of the Trustee or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

"Lien" means any pledge, mortgage, lien, security interest, hypothecation, assignment for security interest or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, any agreement to give a security interest or any Capital Lease).

"Nonrecourse Obligation" means Indebtedness or lease payment obligations substantially related to (i) the acquisition of assets not previously owned by the Company or any Restricted Subsidiary or (ii) the financing of a project involving the development or expansion of properties of the Company or any Restricted Subsidiary, as to which the obligee with respect to such Indebtedness or lease payment obligations has no recourse to the Company or any Restricted Subsidiary or any assets of the Company or any Subsidiary other than the assets which were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

"Notes" means the Initial Notes, the Exchange Notes, the Private Exchange Notes, and any other 8 5/8% Notes due June 15, 2010 issued after the Issue Date in accordance with clause (iii) of the fourth paragraph of Section 2.02 treated as a single class of securities for all purposes, including voting, as amended or supplemented from time to time in accordance with the terms of this Indenture, that are issued pursuant to this Indenture.

"Notes Custodian" means the custodian with respect to a Global Note (as appointed by the Depositary), or any successor person thereto and shall initially be the Trustee.

"Obligations" means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization, whether or not a claim for post-filing interest is allowed in such proceeding), Additional Interest, if any, penalties, fees, indemnifications, guarantees, reimbursements, damages and other liabilities payable in respect of the Notes and the Indenture.

"Officer" means with respect to any Person the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, Controller, Secretary, any Vice-President, any Managing Member, any Member or any General Partner of such Person.

"Officers' Certificate" means a certificate signed on behalf of the Company by two Officers of the Company.

"Operating Asset" means all merchandise inventories owned by the Company or any of its Restricted Subsidiaries.

"Opinion of Counsel" means a written opinion from legal counsel, who may be an employee of or counsel to the Company.

"Optional Redemption Date" has the meaning specified in Paragraph 5 of the Notes.

"Optional Repayment Price" has the meaning specified in Paragraph 5 of the Notes.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Principal Property" means any real and tangible property owned and operated now or hereafter by the Company or any of its Subsidiaries constituting a part of any store, warehouse or

distribution center located within the United States of America or its territories or possessions (excluding motor vehicles, mobile materials-handling equipment and other rolling stock, cash registers and other point-of-sale recording devices and related equipment and data processing and other office equipment), the net book value of which (including leasehold improvements and store fixtures constituting a part of such store, warehouse or distribution center) as of the date on which the determination is being made is more than 0.25% of Consolidated Net Tangible Assets.

"Private Exchange" means the offer by the Company and the Guarantors, pursuant to the Registration Rights Agreement, to the Initial Purchasers to issue and deliver to the Initial Purchasers, in exchange for the Initial Notes held by the Initial Purchasers as part of their initial distribution, a like aggregate principal amount of Private Exchange Notes.

"Private Exchange Notes" means the 8 5/8% Notes due June 15, 2010 to be issued pursuant to this Indenture in connection with a Private Exchange effected pursuant to the Registration Rights Agreement.

"Registered Exchange Offer" means an offer by the Company and the Guarantors, pursuant to the Registration Rights Agreement, to certain Holders of Initial Notes, to issue and deliver to such Holders, in exchange for the Initial Notes, a like aggregate principal amount of Exchange Notes registered under the Securities Act.

"Registration Rights Agreement" means (i) the Registration Rights Agreement dated as of June 21, 2000 among the Company, the Guarantors and the Initial Purchasers or (ii) any registration rights agreement entered into in connection with the issuance of additional notes following the Issue Date.

"Responsible Officer" means, when used with respect to the Trustee, any officer within the Corporate Trust Group of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above-designated officers.

"Restricted Subsidiary" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"SEC" means the U.S. Securities and Exchange Commission.

"Secured Debt" means Funded Debt which is secured by any Lien on any
(i) Principal Property (whether owned on the date of this Indenture or thereafter acquired or created), (ii) Operating Asset (whether owned on the date of this Indenture or thereafter acquired or created), (iii) shares of stock owned by the Company or a Subsidiary in a Restricted Subsidiary or (iv) Indebtedness of a Restricted Subsidiary.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Shelf Registration Statement" means the registration statement issued by the Company and the Guarantors in connection with the offer and sale of Notes (other than Exchange Notes), pursuant to the Registration Rights Agreement.

"Stated Maturity" means with respect to any security the date specified in such security as the fixed date on which the principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"Subsidiary" means any corporation or other legal entity, including, without limitation, limited liability companies, partnerships, joint ventures and associations, regardless of its jurisdiction of organization or formation, where (i) in the case of a corporation, under ordinary circumstances not dependent upon the happening of a contingency, more than 50% of the issued and outstanding Capital Stock having ordinary voting power to elect a majority of the board of directors of that corporation is owned directly or indirectly by the Company and/or by one or more Subsidiaries of the Company; or (ii) in the case of any other type of entity, more than 50% of the ordinary equity capital interests is owned directly or indirectly by the Company and/or by one or more Subsidiaries of the Company.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 77aaa-77bbbb) as in effect on the date on which this Indenture is qualified under the TIA.

"Transfer Restricted Notes" means Definitive Notes and Notes that bear or are required to bear the legend set forth in Section 2.06(d).

"Trustee" means the party named as such above until a successor replaces it in accordance with the applicable provisions of this Indenture, and thereafter such term shall mean such successor serving hereunder.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable at the issuer's option.

"Unrestricted Subsidiary" means, on the Issue Date, the Initial Unrestricted Subsidiary and, thereafter, any additional Subsidiary of the Company designated as an Unrestricted Subsidiary by the Board of Directors of the Company; provided, however, that the Board of Directors of the Company (i) shall not designate, or continue the designation, as an Unrestricted Subsidiary any Subsidiary that owns any Principal Property or any Subsidiary (other than the Initial Unrestricted Subsidiary as to its ownership of Dollar General Intellectual Property, L.P.) that owns any shares of Capital Stock of a Restricted Subsidiary, (ii) shall not designate, or continue the designation, as an Unrestricted Subsidiary any Subsidiary that owns more than 5.0% of Consolidated Net Tangible Assets, (iii) shall not, nor shall it cause or permit any Restricted Subsidiary to, transfer or otherwise dispose of any Principal Property or shares of Capital Stock of a Restricted Subsidiary to any Unrestricted Subsidiary (unless such Unrestricted Subsidiary shall in connection therewith be redesignated as a Restricted Subsidiary and any Lien securing any Indebtedness of such Unrestricted Subsidiary so redesignated does not extend to such Principal Property or shares of Capital Stock of a Restricted Subsidiary (unless the existence of the Indebtedness securing such Lien would otherwise be permitted under this Indenture)) or (iv) shall not designate, or continue the designation, as an Unrestricted Subsidiary, any

Subsidiary (other than the Initial Unrestricted Subsidiary with respect to the incurrence by it of Contingent Obligations or other Indebtedness or pledges or other security interests outstanding or in effect on the Issue Date) that is or becomes obligated with respect to any Indebtedness of the Company or any Restricted Subsidiary through the incurrence of a Contingent Obligation or otherwise or pledges assets or provides other security interests to secure the payment or performance of any Indebtedness of the Company or any Restricted Subsidiary. Any designation of a Subsidiary as an Unrestricted Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors of the Company giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 4.04 or Section 4.05, the Company shall be in default of such covenant. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary and any Authorized Officer may at any time designate the Initial Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and an incurrence of Attributable Debt with respect to any outstanding Sale and Leaseback Transaction of such Unrestricted Subsidiary and such designation shall only be permitted if such Indebtedness and such Attributable Debt is permitted under Section 4.04 and Section 4.05; provided, further, that any such designation shall be evidenced to the Trustee by filing with the Trustee an Officers' Certificate certifying that such designation complied with the foregoing conditions.

"Wholly Owned Subsidiary" means a Restricted Subsidiary all the Capital Stock of which is owned by the Company or another Wholly Owned Subsidiary.

Section 1.02. Other Definitions.

Term	Defined in Article/Section
"Additional Guarantors"	Preamble
"Adjusted Net Assets"	Section 10.05
"Agent Members"	Section 2.01
"covenant defeasance"	Section 8.01
"Default Amount"	Section 6.02
"Definitive Notes"	Section 2.01
"Event of Default"	Section 6.01
"Funding Guarantor"	Section 10.05
"Global Note"	Section 2.01
"Guarantor"	Preamble
"IAI"	Section 2.01
"legal defeasance"	Section 8.01
"Note Register"	Section 2.03

"parent corporation"	Article IV
"Paying Agent"	Section 2.03
"Payment Default"	Section 7.01
"Purchase Agreement"	Section 2.01
"QIB"	Section 2.01
"Registrar"	Section 2.03
"Regulation S"	Section 2.01
"Rule 144A"	Section 2.01
"Sale and Leaseback Transaction"	Section 4.05
"Successor Company"	Section 5.01

Section 1.03. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

(i) "indenture securities" means the Notes;

(ii) "indenture security holder" means a Holder;

(iii) "indenture to be qualified" means this Indenture;

(iv) "indenture trustee" or "institutional trustee" means the Trustee;

(v) "obligor" upon the Notes means the Company and any successor obligor upon the Notes.

All other terms used in this Indenture that are (i) defined by the TIA;
(ii) defined by TIA reference to another statute; or (iii) defined by SEC rule under the TIA have the meanings so assigned to them.

Section 1.04. Rules of Construction.

Unless the context otherwise requires:

(i) a term has the meaning assigned to it;

(ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(iii) the word "or" shall not be deemed to be exclusive;

(iv) words in the singular include the plural, and words in the plural include the singular;

(v) provisions apply to successive events and transactions; and

(vi) "herein," "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

THE NOTES

Section 2.01. Form and Dating.

The Initial Notes and any additional notes issued in transactions exempt from registration under the Securities Act and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A, the terms of which are incorporated in and made a part of this Indenture. The Exchange Notes, the Private Exchange Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit B, which is hereby incorporated by reference and expressly made a part of this Indenture. The Notes may have such notations, legends or endorsements approved as to form by the Company and required, as applicable, by law, stock exchange rule, agreements to which the Company is subject and/or usage. Each Note shall be dated the date of its authentication. The Notes shall be issuable only in denominations of $1,000 and integral multiples thereof. The terms of the Notes set forth in Exhibit A and Exhibit B are part of the terms of this Indenture.

The Initial Notes are being offered and sold by the Company pursuant to a Purchase Agreement, dated June 16, 2000, among the Company, the Guarantors and the Initial Purchasers (the "Purchase Agreement").

(a) Global Note. Notes offered and sold to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) (a "QIB") in reliance on Rule 144A under the Securities Act ("Rule 144A") and to certain persons in offshore transactions in reliance on Regulation S under the Securities Act ("Regulation S") shall be issued initially in the form of one or more permanent global securities in registered form without interest coupons (the "Global Note") which shall be deposited with the Trustee as custodian for the Depositary and registered in the name of Cede & Co., as nominee for the Depositary. The Global Note shall have the global Note legend and the restricted Note legend set forth in Exhibit A. The Global Note shall be deposited on behalf of the purchasers of the Initial Notes represented thereby with the Trustee, as custodian for the Depositary (or with such other custodian as the Depositary may direct), and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee as hereinafter provided.

(b) Book-Entry Provisions. This Section 2.01(b) shall apply only to the Global Note deposited with or on behalf of the Depositary.

The Company shall execute and the Trustee shall, in accordance with this Section 2.01(b), authenticate and deliver initially a Global Note that (i) shall be registered in the

name of the Depositary or the nominee of the Depositary and (ii) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions or held by the Trustee as custodian for the Depositary.

Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Indenture with respect to the Global Note held on their behalf by the Depositary or by the Trustee as the custodian of the Depositary or under such Global Note, and the Depositary may be treated by the Company, the Guarantors, the Trustee and any agent of the Company, the Guarantors or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Guarantors, the Trustee or any agent of the Company, the Guarantors or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of such Depositary governing the exercise of the rights of a holder of a beneficial interest in the Global Note.

(c) Certificated Notes. Except as provided in Section 2.06 or 2.09, owners of beneficial interests in the Global Note shall not be entitled to receive physical delivery of certificated Notes. Purchasers of Initial Notes who are institutional "accredited investors" as described in Rule 501 (a)(1), (2),
(3) or (7) under the Securities Act (each an "IAI") and who deliver a letter substantially in the form set forth in Exhibit C and who are not QIBs and did not purchase Initial Notes sold in reliance on Regulation S shall receive certificated Initial Notes bearing the restricted securities legend set forth in Exhibit A (such securities as held by an IAI are herein referred to as "Definitive Notes"); provided, however, that upon transfer of such certificated Initial Notes to a QIB or in reliance on Regulation S such certificated Initial Notes shall, unless the Global Note has previously been exchanged for certificated Notes, be exchanged for an interest in the Global Note pursuant to the provisions of Section 2.06. Definitive Notes shall bear the restricted securities legend set forth on Exhibit A, unless removed in accordance with
Section 2.06(d), and shall be issued in denominations of not less than $100,000.

Section 2.02. Execution and Authentication.

Two Officers of the Company shall sign the Notes for the Company by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time such Note is authenticated, such Note shall be valid nevertheless.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature of the Trustee shall be conclusive evidence that a Note has been authenticated in accordance with the terms of this Indenture.

The Trustee, upon a written order of the Company signed by an Officer of the Company, shall authenticate and deliver (i) Initial Notes for original issue in an aggregate principal amount not to exceed $200,000,000, (ii) Exchange Notes or Private Exchange Notes for issue only in a Registered Exchange Offer or a Private Exchange, respectively, pursuant to the Registration Rights Agreement, for a like principal amount of Initial Notes, and (iii) additional Notes for

original issue after the Issue Date in the amounts specified by the Company in such written order (and if in the form of Exhibit A or B, as the case may be, the same principle amount of Exchange Notes or Private Exchange Notes in exchange therefor upon consummation of the Registered Exchange Offer) in each case upon a written order of the Company signed by two Officers or by an Officer and either an Assistant Treasurer or an Assistant Secretary of the Company. Such order shall specify the amount of the Notes to be authenticated, the date on which the original issue of Notes is to be authenticated, whether the Notes are to be Initial Notes, Exchange Notes, Private Exchange Notes or Notes issued pursuant to clause (iii) above, and the aggregate principal amount of Notes outstanding on the date of authentication. All of the Notes issued under this Indenture shall be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, and offers to purchase.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate the Notes. Unless limited by the terms of such appointment, any such authenticating agent may authenticate the Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such authenticating agent of the Trustee. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate of the Company.

Section 2.03. Registrar and Paying Agent.

The Company shall maintain in each of New York, New York and Nashville, Tennessee (i) an office or agency where the Notes may be presented for registration of transfer or for exchange (including any co-registrar, the "Registrar"); and (ii) an office or agency where the Notes may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Holders of Notes and of the transfer and exchange of such Notes (the "Note Register"). The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Paying Agent" shall include any such additional paying agent. The Company may change any Paying Agent, Registrar or co-registrar without prior notice to any Holder of a Note. The Company shall notify the Trustee and the Trustee shall notify the Holders of the Notes of the name and address of any Agent not a party to this Indenture. The Company or any of its domestically incorporated Wholly Owned Subsidiaries may act as Paying Agent, Registrar or co-registrar. The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, which shall incorporate the provisions of the TIA. Any such agency agreement shall implement the provisions of this Indenture that relate to such Agent. If the Company fails to maintain a Registrar or Paying Agent, or fails to give the foregoing notice, the Trustee shall act as such, as appropriate, and shall be entitled to appropriate compensation in accordance with Section 7.07.

The Company initially appoints the Trustee as Registrar, Paying Agent and agent for service of notices and demands in connection with the Notes.

Section 2.04. Paying Agent to Hold Money In Trust.

On or prior to each due date of the principal of, and interest and Additional Interest, if any, on, any Note, the Company shall deposit with the Paying Agent a sum sufficient to pay such principal, interest and Additional Interest, if any, when so becoming due. The Company shall

require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders of the Notes or the Trustee all money held by the Paying Agent for the payment of principal of, and interest and Additional Interest, if any, on, the Notes, and shall notify the Trustee of any Default by the Company in making any such payment. While any such Default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Wholly-Owned Subsidiary of the Company) shall have no further liability for the money delivered to the Trustee. If the Company or a Wholly-Owned Subsidiary of the Company acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders of the Notes all money held by it as Paying Agent.

Section 2.05. Lists of Holders of Notes.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of the Holders of Notes. If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least three Business Days before each interest payment date and at such other times as the Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes, including the aggregate principal amount of Notes held by each such Holder of Notes. The Company shall also comply with the provisions of TIA ss. 312(a).

Section 2.06. Transfer and Exchange.

(a) Transfer and Exchange of Definitive Notes. Definitive Notes shall be issued in registered form and shall be transferable only upon the surrender of Definitive Notes for registration of transfer. When Definitive Notes are presented to the Registrar with a request to register the transfer or to exchange them for an equal principal amount of Definitive Notes of other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met; provided, however, that any Definitive Notes presented or surrendered for registration of transfer or exchange:

(i) shall be duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar and the Trustee duly executed by the Holder thereof or by his attorney duly authorized in writing; and

(ii) are being transferred or exchanged pursuant to an effective registration statement under the Securities Act or are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

(A) if such Definitive Notes are being delivered to the Registrar by a Holder for registration in the name of such Holder, without transfer, a certification from such Holder to that effect (in the form set forth on the reverse of the Note); or

(B) if such Definitive Notes are being transferred to the Company a certification to that effect (in the form set forth on the reverse of the Note); or

(C) if such Definitive Notes are being transferred pursuant to an exemption from registration in accordance with Rule 144 or Regulation S under the Securities Act: (i) a certificate to that effect (in the form set forth on the reverse of the Note), and (ii) if the Company or the Registrar so requests, evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the legend set forth in Section 2.06 (d)(i).

(b) Restrictions on Transfer of a Definitive Note for a Beneficial Interest in the Global Note. A Definitive Note may not be exchanged for a beneficial interest in the Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Definitive Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(i) certification, in the form set forth on the reverse of the Note, that such Definitive Note is being transferred to a QIB in accordance with Rule 144A under the Securities Act or to a non-U.S. person in accordance with Rule 904 of Regulation S under the Securities Act; and

(ii) written instructions from the Company directing the Trustee to make, or to direct the Notes Custodian to make, an adjustment on its books and records with respect to the Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note,

then the Trustee shall cancel such Definitive Note and cause, or direct the Notes Custodian to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Notes Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased accordingly. If no Global Note is then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Officers' Certificate, a new Global Note in the appropriate principal amount.

(c) Transfer and Exchange of the Global Note.

(i) The transfer and exchange of the Global Note or beneficial interests therein shall be effected through the Depositary, in accordance with this Indenture (including applicable restrictions on transfer set forth herein, if any) and the procedures of the Depositary therefor, if applicable.

(ii) Notwithstanding any other provisions of this Indenture (other than the provisions set forth in Section 2.09), a Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(iii) In the event that a Global Note is exchanged for Notes in definitive form pursuant to Section 2.09, prior to the consummation of a Registered Exchange Offer or the effectiveness of a Shelf Registration Statement with respect to such Notes, such Notes may be exchanged only in accordance with such procedures as are substantially consistent with the provisions of this Section 2.06 (including the certification requirements set forth on the reverse of the Initial Notes intended to ensure that such transfers comply with Rule 144A or Regulation S, as the case may be) and such other procedures as may from time to time be adopted by the Company.

(d) Legend.

(i) Except as permitted by the following paragraphs (ii) and (iii) each Note certificate evidencing a Global Note and Definitive Notes (and all Notes issued in exchange therefor or substitution thereof) shall bear a legend in substantially the following form:

"THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND UNDER APPLICABLE STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) TO THE COMPANY, (II) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (III) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (IV) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (V) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (V) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER REPRESENTS THAT IT (1) IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE

SECURITIES ACT AND IS ACQUIRING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT,
(2) ACQUIRED SUCH SECURITY IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR (3) IS NOT A U.S. PERSON AND IS PURCHASING THE NOTES IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S."

When set forth on a Definitive Note, the legend shall include the following additional words:

"IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE COMPANY AND THE REGISTRAR SUCH CERTIFICATES AND OTHER INFORMATION AS THEY MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS."

(ii) Upon any sale or transfer of a Transfer Restricted Note
(including any Transfer Restricted Note represented by the Global Note) pursuant to Rule 144 under the Securities Act:

(A) in the case of any Transfer Restricted Note that is a Definitive Note, the Registrar shall permit the Holder thereof to exchange such Transfer Restricted Note for a certificated Note that does not bear the legend set forth above and rescind any restriction on the transfer of such Transfer Restricted Note; and

(B) in the case of any Transfer Restricted Note that is represented by a Global Note, the Registrar shall, subject to approval by the Company, permit the Holder thereof to request the issuance of a certificated Note that does not bear the legend set forth above and rescind any restrictions on the transfer of such Transfer Restricted Note, if the sale or exchange was made in reliance on Rule 144 and the Holder certifies to that effect in writing to the Registrar (such certification to be in the form set forth on the reverse of the Note).

(iii) After a transfer of any Initial Notes or Private Exchange Notes pursuant to and during the period of the effectiveness of a Shelf Registration Statement with respect to such Initial Notes or Private Exchange Notes, as the case may be, all requirements pertaining to legends on such Initial Note or such Private Exchange Note shall cease to apply, the requirements requiring any such Initial Note or such Private Exchange Note issued to certain Holders be issued in global form shall cease to apply, and a certificated Initial Note or Private Exchange Note without legends shall be available (subject to Section 2.09) to the transferee of the Holder of such Initial Notes or Private Exchange Notes or upon receipt of directions to transfer such Holders interest in a Global Note, as applicable.

(iv) Upon the consummation of a Registered Exchange Offer with respect to the Initial Notes pursuant to which Holders of such Initial Notes are offered Exchange

Notes in exchange for their Initial Notes, all requirements pertaining to such Initial Notes that Initial Notes issued to certain Holders be issued in global form shall cease to apply and certificated Initial Notes with the restricted securities legend set forth in Exhibit A shall be available to Holders of such Initial Notes that do not exchange their Initial Notes and Exchange Notes in certificated form shall be available (subject to Section 2.09) to Holders that exchange such Initial Notes in such Registered Exchange Offer.

(v) Upon the consummation of a Private Exchange with respect to the Initial Notes pursuant to which Holders of such Initial Notes are offered Private Exchange Notes in exchange for their Initial Notes, all requirements pertaining to such Initial Notes that Initial Notes issued to certain holders be issued in global form shall still apply, and Private Exchange Notes in global form with the restricted securities legend set forth in Exhibit A shall be available to Holders that exchange such Initial Notes in such Private Exchange.

(e) Cancellation or Adjustment of Global Note. At such time as all beneficial interests in a Global Note have either been exchanged for certificated Notes, repaid, repurchased or canceled, such Global Note shall be returned to the Depositary for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for certificated Notes, repaid, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made by the Trustee or the Notes Custodian to reflect such reduction on the books and records of the Notes Custodian for such Global Note with respect to such Global Note.

(f) Obligations with Respect to Transfers and Exchanges of Notes.

(i) To permit registration of transfers and exchanges, the Company shall execute and the Trustee shall authenticate certificated Notes, Definitive Notes and the Global Note at the Registrar's or co-registrar's request.

(ii) The Company may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section 2.06.

(iii) The Company shall not be required to make and the Registrar or co-registrar need not register transfers or exchanges of Notes for a period of 15 days before the Optional Repayment Date or an interest payment date.

(iv) Prior to the due presentation for registration of transfer of any Note, the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar shall be affected by notice to the contrary.

(v) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(g) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner in a Global Note, a member of, or a participant in the Depositary or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to or upon the order of the registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in a Global Note shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants, members or beneficial owners in a Global Note) other than to make any required delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements of this Indenture.

Section 2.07. Replacement Notes.

If any mutilated Note is surrendered to the Trustee, or the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee shall authenticate a replacement Note if the Company's and the Trustee's reasonable requirements for the replacements of Notes are met. If required by the Trustee or the Company, an indemnity bond shall be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent or any authenticating agent from any loss which any of them may suffer if a Note is replaced.

Every replacement Note shall be an obligation of the Company.

Section 2.08. Outstanding Notes.

The Notes outstanding at any time are all the Notes authenticated by the Trustee, except for those canceled by it, those delivered to it for cancellation and those described in this

Section 2.08 as not outstanding. A Note does not cease to be outstanding because the Company, a Subsidiary of the Company or an Affiliate of the Company holds such Note.

If a Note is replaced pursuant to Section 2.07, it shall cease to be outstanding unless the Trustee receives proof satisfactory to it that such replaced Note is held by a bona fide purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to
Section 2.07.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on the Optional Repayment Date or maturity date money sufficient to pay all principal and interest payable on that date with respect to the Notes (or portions thereof) to be repaid or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money to the Holders of Notes on that date pursuant to the terms of this Indenture, then on and after that date such Notes (or portions thereof) shall cease to be outstanding and interest thereon shall cease to accrue.

Section 2.09. Temporary Notes and Certificated Notes.

(a) Until definitive Notes are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of definitive Notes but may have such variations as the Company and the Trustee consider appropriate for temporary Notes. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Notes in exchange for temporary Notes. Until such exchange, temporary Notes shall be entitled to the same rights, benefits and privileges as definitive Notes.

(b) The Global Note deposited with the Depositary or with the Trustee as custodian for the Depositary pursuant to Section 2.01 shall be transferred to the beneficial owners thereof in the form of certificated Notes in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, only if such transfer complies with
Section 2.06 and (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for the Global Note or if at any time such Depositary ceases to be a "clearing agency" registered under the Exchange Act and, in either case, a successor depository is not appointed by the Company within 90 days of such notice, (ii) an Event of Default has occurred and is continuing or (iii) the Company, in its sole discretion, notifies the Trustee in writing that it elects to cause the issuance of certificated Notes under this Indenture.

(c) Any Global Note that is transferable to the beneficial owners thereof pursuant to this Section shall be surrendered by the Depositary to the Trustee to be so transferred, in whole or from time to time in part, without charge, and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Initial Notes of authorized denominations. Any portion of the Global Note transferred pursuant to this Section shall be executed, authenticated and delivered only in denominations of $1,000 and any integral multiple thereof and registered in such names as the Depositary shall direct. Any Initial Note delivered in exchange for an interest in the Global Note shall, except as otherwise provided by Section 2.06(d), bear the restricted securities legend set forth in Exhibit A.

(d) Subject to the provisions of Section 2.09(c), the registered Holder of the Global Note may grant proxies and otherwise authorize any person, including agent members, participants and persons that may hold interests through agent members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

(e) In the event of the occurrence of any of the events specified in Section 2.09(b), the Company shall promptly make available to the Trustee a reasonable supply of certificated Notes in definitive, fully registered form without interest coupons.

Section 2.10. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation, and shall return such canceled Notes (subject to the record retention requirement of the Exchange Act), to the Company, upon the written request of the Company. The Company may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation.

Section 2.11. Defaulted Interest.

If the Company defaults in a payment of interest on the Notes, the Company shall pay such defaulted interest in any lawful manner. The Company may pay such defaulted interest to the Persons who are Holders of the Notes on a subsequent special record date, which date shall be at the earliest practicable date but in all events at least five Business Days prior to the payment date, in each case at the rate provided in the Notes. The Company shall fix or cause to be fixed any such special record date and payment date, and, at least 15 days prior to the special record date, the Company shall mail or cause to be mailed to each Holder of a Note a notice that states such special record date, such related payment date and the amount of any such defaulted interest to be paid to Holders of the Notes.

Section 2.12. CUSIP Number.

The Company in issuing the Notes may use "CUSIP," "CINS" and "ISIN" numbers, and, if the Company shall do so, the Trustee shall use such CUSIP, CINS and ISIN numbers in notices of exchange as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness or accuracy of such numbers printed in such notice or on the Notes and that reliance may be placed only on the other identification numbers printed on the Notes. The Company shall notify the Trustee of any change in a CUSIP, CINS or ISIN number. The Definitive Notes and the Global Note shall be assigned separate CUSIP numbers.

ARTICLE III

REPAYMENT OF NOTES AT OPTION OF HOLDERS

Section 3.01. Optional Repayment.

Registered Holders of the Notes shall have the right to require the Company to repay such Notes in accordance with the terms of paragraph 5 of the Notes. If the Company is required to repay Notes pursuant to paragraph 5 of the Notes, the Paying Agent shall notify the Company and the Trustee in writing at least 25 days before the Optional Repayment Date, the principal amount of Notes to be repaid.

Section 3.02. Deposit of Optional Repayment Price.

On or prior to the Optional Repayment Date, the Company shall deposit with the Paying Agent (or, if the Company or a Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the Optional Repayment Price of, and accrued interest on, all Notes to be repaid on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the Optional Repayment Price of, and accrued interest on, all Notes to be repaid on that date and which have been delivered by the Company to the Trustee for cancellation.

Section 3.03. Notes Elected to be Repaid in Part.

Upon surrender of a Note that has been elected to be repaid in part, the Company shall issue and the Trustee shall authenticate for the Holder of the Notes (at the expense of the Company) a new Note equal in principal amount to the unpaid portion of the Note surrendered.

Section 3.04. Transfer of Notes to be Repaid.

No transfer of Notes by a Holder (or, in the event that such Notes are being repaid in part, such portion of the Notes to be repaid) shall be permitted after notice has been received by the Company electing repayment of such Note or portion thereof.

ARTICLE IV

COVENANTS

Section 4.01. Payment of Principal and Interest.

The Company shall duly and punctually pay the principal of, and interest (and Additional Interest, if any) on, the Notes in accordance with the terms of this Indenture and the Notes. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

Section 4.02. Maintenance of Office or Agency.

The Company shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in such location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company also from time to time may designate one or more additional offices or agencies where the Notes may be presented or surrendered for any or all such purposes and from time to time may rescind any such designation; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

Section 4.03. SEC Reports.

Whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company shall deliver to the Trustee, within 15 days after it is or would have been required to file with the SEC, and to furnish to the Holders of the Notes thereafter (i) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Company's certified independent accountants and (ii) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports. In addition, whether or not required by the rules and regulations is of the SEC, at any time after the Company files a registration statement in connection with the Registered Exchange Offer or a Shelf Registration Statement, the Company shall file a copy of all such information and reports listed in clause (i) and clause (ii) above with the SEC for public availability and make such information available to securities analysts and prospective investors upon request. The Company shall also comply with the provisions of TIA ss. 314(a).

In addition, for so long as any of the Notes remain outstanding, the Company and the Guarantors shall furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Delivery of such reports, information and documents to the Trustee for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Section 4.04. Restrictions on Secured Debt.

The Company shall not, nor shall it permit any Restricted Subsidiary to, incur, issue, assume, guarantee or create any Secured Debt, without effectively providing concurrently with the incurrence, issuance, assumption, guaranty or creation of any such Secured Debt that the Notes (together with, if the Company shall so determine, any other Indebtedness of the Company or such Restricted Subsidiary then existing or thereafter created which is not subordinated to the Notes) will be secured equally and ratably with (or prior to) such Secured Debt, unless, after giving effect thereto, the sum of the aggregate amount of all outstanding Secured Debt of the Company and its Restricted Subsidiaries together with all Attributable Debt relating to any Principal Property (with the exception of Attributable Debt which is excluded pursuant to clauses (1) to (8) of Section 4.05), would not exceed 15% of Consolidated Net Tangible Assets; provided, however, that this Section 4.04 shall not apply to, and there shall be excluded from, Secured Debt in any computation under this Section 4.04 and under Section 4.05, Indebtedness secured by:

(i) Liens on property, shares of Capital Stock or Indebtedness of any Person existing at the time such Person becomes a Subsidiary;

(ii) Liens on property, shares of Capital Stock or Indebtedness existing at the time of acquisition thereof (including, without limitation, acquisition through merger or consolidation) by the Company or any Restricted Subsidiary;

(iii) Liens on property, shares of Capital Stock or Indebtedness hereafter acquired (or constructed) by the Company or any Restricted Subsidiary and created prior to, at the time of, or within 360 days (or thereafter if such Lien is created pursuant to a binding commitment entered into prior to, at the time of or within 360 days) after such acquisition (including, without limitation, acquisition through merger or consolidation) or the completion of such construction or commencement or commercial operation of such property, whichever is later, to secure or provide for the payment of all or any part of the purchase price (or the construction price) thereof;

(iv) Liens in favor of the Company or any Restricted Subsidiary;

(v) Liens in favor of the United States of America, any State thereof or the District of Columbia or any foreign government, or any agency, department or other instrumentality thereof, to secure partial, progress, advance or other payments pursuant to any contract or provisions of any statute;

(vi) Liens incurred or assumed in connection with the issuance of industrial revenue or pollution control bonds;

(vii) Liens securing the performance of any contract or undertaking not directly or indirectly in connection with the borrowing of money, the obtaining of advances or credit or the securing of Indebtedness, if made and continuing in the ordinary course of business and, in each case, which are not incurred in connection with the borrowing of

money, the obtaining of advances or credit or the payment of the deferred purchase price of property;

(viii) Liens in favor of a governmental agency to qualify the Company or any Restricted Subsidiary to do business, maintain self insurance or obtain other benefits, or Liens under workers' compensation laws, unemployment insurance laws or similar legislation;

(ix) good faith deposits in connection with bids, tenders, contracts or deposits to secure public or statutory obligations of the Company or any Restricted Subsidiary, or deposits of cash or obligations of the United States of America to secure surety and appeal bonds to which the Company or any Restricted Subsidiary is a party or in lieu of such bonds, or pledges or deposits for similar purposes in the ordinary course of business;

(x) Liens imposed by law, such as laborers' or other employees', carriers', warehousemen's, mechanics', materialmen's and vendors' Liens arising in the ordinary course of business;

(xi) Liens arising out of judgments or awards against the Company or any Restricted Subsidiary with respect to which the Company or such Restricted Subsidiary at the time shall be prosecuting an appeal or proceedings for review or Liens arising out of individual final judgments or awards;

(xii) Liens for taxes, assessments, governmental charges or levies not yet subject to penalties for nonpayment or the amount or validity of which is being in good faith contested by appropriate proceedings by the Company or any Restricted Subsidiary, as the case may be;

(xiii) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions or Liens as to the use of real properties, which Liens, exceptions, encumbrances, easements, reservations, rights and restrictions do not, in the opinion of the Company, in the aggregate materially detract from the value of said properties or materially impair their use in the operation of the business of the Company and its Restricted Subsidiaries;

(xiv) Liens incurred to finance all or any portion of the cost of construction, alteration or repair of any Principal Property or improvements thereto created prior to or within 360 days (or thereafter if such Lien is created pursuant to a binding commitment to lend entered into prior to, at the time of, or within 360 days) after completion of such construction, alteration or repair;

(xv) Liens existing on the date of this Indenture;

(xvi) Liens created in connection with a project financed with, and created to secure, a Nonrecourse Obligation; or

(xvii) any extension, renewal, refunding or replacement of the foregoing; provided that (a) such extension, renewal, refunding or replacement Lien shall be limited to all or a part of the same property that secured the Lien extended, renewed, refunded or replaced (plus improvements on such property) and (b) the Indebtedness secured by such Lien at such time is not increased.

Section 4.05. Limitation on Sale and Leaseback Transactions.

The Company shall not, nor shall it permit any Restricted Subsidiary to, enter into any transaction or series of related transactions with any Person providing for the leasing by the Company or any Restricted Subsidiary of any Principal Property (other than pursuant to a Capital Lease), which Principal Property has been or is to be sold or transferred by the Company or any Restricted Subsidiary to such Person (a "Sale and Leaseback Transaction") unless, after giving effect thereto, the aggregate amount of all Attributable Debt with respect to all such Sale and Leaseback Transactions plus all Secured Debt (with the exception of Funded Debt secured by Liens which are excluded pursuant to clauses (i) to (xvii) of Section 4.04) would not exceed 15% of Consolidated Net Tangible Assets; provided, however, that this Section 4.05 shall not apply to, and there shall be excluded from, Attributable Debt in any computation under Section 4.04 and under this Section 4.05, Attributable Debt with respect to any Sale and Leaseback Transaction if:

(i) the Company or a Restricted Subsidiary is permitted to create Funded Debt secured by a Lien pursuant to clauses (i) to (xvii) of Section 4.04 on the Principal Property to be leased, in an amount equal to the Attributable Debt with respect to such Sale and Leaseback Transaction, without equally and ratably securing the Notes;

(ii) the property leased pursuant to such arrangement is sold for a price at least equal to such property's fair market value (as determined by the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer or the Controller of the Company) and the Company or a Restricted Subsidiary, within 360 days after the sale or transfer shall have been made by the Company or a Restricted Subsidiary, shall apply the proceeds thereof to the retirement of Indebtedness or Funded Debt of the Company or any Restricted Subsidiary (other than Indebtedness or Funded Debt owed to the Company or any Restricted Subsidiary); provided, however, that no retirement referred to in this clause (ii) may be effected by payment at maturity or pursuant to any mandatory sinking fund payment provision of Indebtedness or Funded Debt;

(iii) the Company or a Restricted Subsidiary applies the net proceeds of the sale or transfer of the Principal Property leased pursuant to such transaction to the purchase of assets (and the cost of construction thereof) within 360 days prior or subsequent to such sale or transfer;

(iv) the effective date of any such arrangement or the purchaser's commitment therefor is within 360 days prior or subsequent to the acquisition of the Principal Property (including, without limitation, acquisition by merger or consolidation) or the completion of construction and commencement of operation thereof (which, in the case of a retail store, is the date of opening to the public), whichever is later;

(v) the lease in such Sale and Leaseback Transaction is for a term, including renewals, of not more than three years;

(vi) the Sale and Leaseback Transaction is entered into between the Company and a Restricted Subsidiary or between Restricted Subsidiaries;

(vii) the lease secures or relates to industrial revenue or pollution control bonds; or

(viii) the lease payment is created in connection with a project financed with, and such obligation constitutes, a Nonrecourse Obligation.

Section 4.06. Guarantees.

Except as otherwise specified in Section 10.04, the Company shall cause each Restricted Subsidiary (which includes any Subsidiary that ceases to be an Unrestricted Subsidiary) to jointly and severally unconditionally guarantee the Obligations of the Company under the Notes and this Indenture pursuant to the terms of this Section 4.06 and Article X. Any Restricted Subsidiary that has not already provided a Guarantee in accordance with the terms of this Indenture, and any former Guarantor that is required to deliver a Guarantee pursuant to the proviso in Section 10.04(a), shall execute a supplement to this Indenture as described in clause (a) below and shall deliver an Opinion of Counsel as described in clause (b) below.

Except as otherwise specified in Section 10.04, if at any time when the Notes are outstanding,

(i) the Company or any Restricted Subsidiary transfers or causes to be transferred, in one transaction or a series of related transactions, any property to any Subsidiary that is not a Guarantor, or

(ii) the Company or any Restricted Subsidiary shall organize, acquire or otherwise invest in another Person that becomes a Restricted Subsidiary or becomes obligated with respect to any Indebtedness under one or more Credit Facilities of the Company or any Restricted Subsidiary through the incurrence of a Contingent Obligation or otherwise, or

(iii) any Unrestricted Subsidiary becomes obligated with respect to any Indebtedness under one or more Credit Facilities of the Company or any Restricted Subsidiary through the incurrence of a Contingent Obligation or otherwise or pledges assets or provides other security interests to secure any Indebtedness under one or more Credit Facilities of the Company or any Restricted Subsidiary, or

(iv) any Unrestricted Subsidiary shall be designated as a Restricted Subsidiary, or

then, unless that Subsidiary has already provided a Guarantee in accordance with the terms of this Indenture or has been properly designated (and continues to be so properly designated) as an Unrestricted Subsidiary, the Company shall cause such Subsidiary to (a) execute and deliver to the Trustee a supplement to this Indenture substantially in the form of Exhibit E pursuant to

which such Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and this Indenture on the terms set forth in this Indenture and (b) deliver to the Trustee an Opinion of Counsel that such supplement to this Indenture has been duly authorized, executed and delivered by such Subsidiary and constitutes a legal, valid, binding and enforceable obligation of such Subsidiary enforceable against such Subsidiary in accordance with its terms, subject to customary exceptions. Thereafter, such Subsidiary shall be a Guarantor for all purposes of this Indenture as it relates to the Notes and this Indenture.

Section 4.07. Compliance Certificates.

The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year, beginning January 31, 2001, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such Officers' Certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action each is taking or proposes to take with respect thereto). The Company shall also comply with TIA ss. 314(a)(4).

Section 4.08. Further Instruments and Acts.

Upon request of the Trustee, the Company shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

ARTICLE V

SUCCESSORS

Section 5.01. When the Company May Merge, Consolidate or Dispose of Assets.

The Company shall not consolidate with, merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially as an entirety in one transaction or a series of related transactions) to, any Person (other than a consolidation with or merger with or into a Restricted Subsidiary or a sale, conveyance, transfer, lease or other disposition to a Restricted Subsidiary) or permit any Person to merge with or into the Company unless:

(i) either (a) the Company shall be the continuing Person (the "Successor Company") or (b) the Successor Company (if other than the Company) formed by such consolidation or into which the Company is merged or that acquired or leased such property and assets of the Company shall be a corporation organized and validly existing under the laws of the United States of America or any jurisdiction thereof and shall

expressly assume, by a supplement to this Indenture, executed and delivered to the Trustee, all of the Obligations of the Company under the Notes and this Indenture, and the Company shall have delivered to the Trustee an Opinion of Counsel stating that such consolidation, merger or transfer and such supplement to this Indenture complies with this provision and that all conditions precedent provided for in this Indenture relating to such transaction have been complied with and that such supplement to this Indenture has been duly authorized, executed and delivered by the Company or the Successor Company, as the case may be, and constitutes the legal, valid and binding obligation of the Company or such Successor Company, as the case may be, enforceable against such entity in accordance with its terms, subject to customary exceptions; and

(ii) the Company shall have delivered to the Trustee an Officers' Certificate to the effect that immediately after, and taking into account, such transaction, no Default or Event of Default shall have occurred and be continuing.

Section 5.02. Successor Company Substituted.

The Successor Company shall be the successor to the Company and shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture, but the predecessor Person in the case of a conveyance, transfer or lease shall not be released from the obligation to pay the principal of and interest on the Notes.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01. Events of Default.

Each of the following shall constitute an "Event of Default":

(i) the Company or any Restricted Subsidiary defaults in the payment of all or any part of the principal of the Notes, or all or any amount due under any Guarantee, when the same becomes due and payable at maturity, upon acceleration, or mandatory repayment, including upon the exercise of a Holder's right to optional repayment, or otherwise;

(ii) the Company or any Restricted Subsidiary defaults in the payment of any interest on, or Additional Interest with respect to, the Notes when the same becomes due and payable, and such default continues for a period of 30 days;

(iii) the Company or any Restricted Subsidiary defaults in the performance of or breaches any other covenant or agreement of the Company or any Restricted Subsidiary in this Indenture and such default or breach continues for a period of 60 consecutive days after written notice thereof has been given to the Company by the Trustee or to the Company and the Trustee by the Holders of 25% or more in aggregate principal amount of the Notes;

(iv) an involuntary case or other proceeding shall be commenced against the Company or any Restricted Subsidiary with respect to the Company, any Restricted Subsidiary or their debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment or a trustee, receiver, liquidator, custodian or other similar official of the Company or any Restricted Subsidiary or for any substantial part of the property and assets of the Company or any Restricted Subsidiary, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Company or any Restricted Subsidiary under any bankruptcy, insolvency or other similar law now or hereafter in effect;

(v) the Company or any Restricted Subsidiary (a) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (b) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or any Restricted Subsidiary or for all or substantially all of the property and assets of the Company or any Restricted Subsidiary, (c) effects any general assignment for the benefit of creditors or (d) generally is not paying its Indebtedness as it becomes due;

(vi) an event of default as defined in any one or more Credit Facilities, indentures or instruments evidencing or under which the Company or any Restricted Subsidiary has at the date of this Indenture or shall thereafter have outstanding an aggregate of at least $20,000,000 aggregate principal amount of Indebtedness, shall happen and be continuing and such Indebtedness shall have been accelerated so that the same shall be or become due and payable prior to the date on which the same would otherwise have become due and payable and such acceleration shall not be rescinded or annulled within ten days after notice thereof shall have been given to the Company by the Trustee (if such event be known to it), or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time outstanding; provided that if such event of default under such Credit Facilities, indentures or instruments shall be remedied or cured by the Company or any Restricted Subsidiary or waived by the holders of such Indebtedness, then the Event of Default under this clause (vi) shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of either the Trustee or any of the Holders;

(vii) failure by the Company or any Restricted Subsidiary to make any payment at maturity, including any applicable grace period, in respect of at least $20,000,000 aggregate principal amount of Indebtedness and such failure shall have continued for a period of ten days after notice thereof shall have been given to the Company by the Trustee (if such event be known to it), or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes at the time outstanding; provided that if such failure shall be remedied or cured by the Company or any Restricted Subsidiary or waived by the holders of such Indebtedness, then the Event of Default under this clause (vii) shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of either the Trustee or any of the Holders; and

(viii) any Guarantee or this Indenture shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason (other than in accordance with the terms of such Guarantee and this Indenture) to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Guarantee or this Indenture.

The foregoing shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The Company shall deliver to the Trustee, within 30 days after the occurrence thereof, an Officers' Certificate of any Event of Default pursuant to clause (iii), clause (iv), clause (v), clause (vi), clause (vii), or clause
(viii) and any event which with the giving of notice or the lapse of time would become an Event of Default, its status and what action the Company is taking or proposes to take in respect thereof.

Section 6.02. Acceleration.

If an Event of Default occurs and is continuing, then, and in each and every such case, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then outstanding by notice in writing to the Company (and to the Trustee if given by Holders), may declare the entire principal amount of all Notes, and the interest accrued thereon, if any, to be immediately due and payable (collectively, the "Default Amount"). Upon such a declaration, the Default Amount shall be due and payable immediately. Notwithstanding the foregoing, in case of an Event of Default specified in clause (iv) or clause (v) of Section 6.01, then the principal amount of all the Notes then outstanding and interest accrued thereon (including Additional Interest), if any, shall be and become immediately due and payable, without any notice or other action by any Holder or the Trustee to the full extent permitted by applicable law. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal or interest that has become due solely because of the acceleration) have been cured or waived.

Section 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, interest and Additional Interest, if any, on the Notes or to enforce the performance of any provision of the Notes and this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any such Notes in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon any Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in such Event of Default. No remedy shall be exclusive of any other remedy. All remedies shall be cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults.

Holders of at least a majority in principal amount of the outstanding Notes, by notice to the Trustee, may waive an existing Default or Event of Default and its consequences, except (i) a Default in the payment of principal of, or interest or Additional Interest, if any, on, any Note or default in the payment of any amount due under any Guarantee as specified in clause (i) or (ii) of Section 6.01 or (ii) a Default in respect of a covenant or provision that under Section 9.02 cannot be modified or amended without the consent of the Holder of each outstanding Note affected. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

Section 6.05. Control by Majority.

Holders of at least a majority in aggregate principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee by this Indenture; provided that the Trustee may refuse to follow any direction that conflicts with law or this Indenture, that, subject to Section 7.01, may involve the Trustee in personal liability, or that the Trustee determines in good faith may be unduly prejudicial to the rights of Holders not joining in the giving of such direction; and provided further that the Trustee may take any other action it deems proper that is not inconsistent with any directions received from Holders pursuant to this Section 6.05.

Section 6.06. Limitation on Suits.

No Holder of any Notes may institute any proceeding, judicial or otherwise, with respect to this Indenture or the Notes, or for the appointment of a receiver or trustee, or for any other remedy under this Indenture, unless:

(i) such Holder has previously given to the Trustee written notice of a continuing Event of Default;

(ii) the Holders of at least 25% in aggregate principal amount of outstanding Notes shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under this Indenture;

(iii) such Holder or Holders have offered to the Trustee indemnity reasonably satisfactory to the Trustee against any costs, liabilities or expenses to be incurred in compliance with such request;

(iv) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(v) during such 60-day period, the Holders of a majority in aggregate principal amount of the outstanding Notes have not given the Trustee a direction that is inconsistent with such written request.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over such other Holder.

Section 6.07. Unconditional Right of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal of and interest (including Additional Interest) on such Note, on or after the respective due dates expressed in such Note, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of any such Holder.

Section 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(i) or Section 6.01(ii) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the entire amount then due and owing, plus the amounts provided for in Section 7.07.

Section 6.09. Trustee May File Proofs of Claim.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders of the Notes allowed in any judicial proceedings relative to the Company, the Guarantors, the creditors of the Company or the Guarantors or the property of the Company or the Guarantors, and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders of Notes in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder of a Note to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Holders of Notes, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to Trustee under Section 7.07. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder of a Note any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder of a Note thereof, or to authorize the Trustee to vote in respect of the claim of any Holder of a Note in any such proceeding.

Section 6.10. Priorities.

If the Trustee collects any money pursuant to this Article VI, it shall pay out the money in the following order:

(i) FIRST: to the Trustee for amounts due to it under Section 7.07;

(ii) SECOND: to Holders of Notes for amounts due and unpaid on the Notes for principal, interest and Additional Interest, if any, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, interest and Additional Interest, if any, respectively; and

(iii) THIRD: to the Company.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 shall not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07, or a suit by Holders of more than 10% in principal amount of the Notes then outstanding or a suit by any Holder for the enforcement of the payment of principal of or interest on any Note after the same becomes due and payable.

Section 6.12. Waiver of Stay, Extension and Usury Laws.

To the extent permitted by applicable laws, neither the Company nor any Guarantor (to the extent that it may lawfully do so) shall at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and each of the Company and the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE VII

TRUSTEE

Section 7.01. Duties of Trustee.

(a) If an Event of Default of which a Responsible Officer of the Trustee is aware has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of an Event of Default of which a Responsible Officer of the Trustee is aware:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of the mathematical calculations or other facts stated therein).

(c) The Trustee shall not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct or bad faith, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraph

(a), paragraph (b) and paragraph (c) of this Section 7.01.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if the Trustee shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company.

(g) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.01 and to the provisions of the TIA.

Section 7.02. Rights of Trustee.

(a) The Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any document reasonably believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in any such document.

(b) Before the Trustee acts or refrains from taking any act, the Trustee may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in reliance on such Officers' Certificate or such Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent; provided, however, that any such agent is appointed by the Trustee with due care.

(d) The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith which it reasonably believes to be authorized or within its rights or powers conferred upon it by this Indenture; provided, however, that the Trustee's conduct does not constitute negligence, willful misconduct or bad faith.

(e) The Trustee may consult with counsel of its selection, and the advice or opinion of counsel with respect to legal matters shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by the Trustee hereunder in good faith and in accordance with the advice or opinion of such counsel.

Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights as it would have if the Trustee were not the Trustee hereunder. However, in the event the Trustee acquires any conflicting interest in accordance with the TIA it must eliminate such conflicting interest within 90 days, apply to the SEC for permission to continue as Trustee or resign. Any Paying Agent, Registrar or co-registrar may do the same with like rights. The Trustee shall at all times remain subject to Section 7.10 and Section 7.11.

Section 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds of the Notes and it shall not be responsible for any statement contained herein or any statement contained in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than the Trustee's certificates of authentication.

Section 7.05. Notice of Default.

If a Default or Event of Default occurs and is continuing and if such Default or Event of Default is known to a Responsible Officer of the Trustee, the Trustee shall mail to each Holder of a Note a notice of such Default or Event of Default within 90 days (or such shorter period as may be required by applicable law) after such Default or Event of Default occurs. Except in the case of a Default or Event of Default in payment of principal of, or interest or Additional Interest, if any, on, any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Section 7.06. Reports by Trustee to Holders of Notes.

Within 60 days after each May 15, beginning with May 15 following the date of this Indenture, the Trustee shall mail to Holders of the Notes a brief report dated as of such reporting date that complies with TIA ss. 313(a) to the extent such a report is required by TIA ss. 313(a). The Trustee also shall comply with TIA ss. 313(b). The Trustee shall also transmit by mail all reports as required by TIA ss. 313(c).

A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Company and filed with the SEC and each stock exchange on which the Notes may be listed. The Company shall promptly notify the Trustee upon the Notes being listed on any stock exchange and any delisting thereof.

Section 7.07. Compensation and Indemnity.

The Company shall pay to the Trustee from time to time such compensation as the Company and the Trustee shall agree to in writing from time to time for the Trustee's acceptance of this Indenture and its services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee for all reasonable out-of-pocket expenses incurred or made by it in the course of its services hereunder. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents and counsel.

The Company shall indemnify the Trustee and any predecessor Trustee against any and all loss, liability or reasonable expense, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee), incurred by it in connection with the administration of this trust and the performance of its duties under this Indenture, except any such loss, liability or expense attributable to the negligence, willful misconduct or bad faith of the Trustee.

The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder except to the extent that the Company may be materially prejudiced by such failure. The Company shall defend the claim and the Trustee shall cooperate in the defense of such claim. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own negligence, willful misconduct or bad faith. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The Company's payment obligations under this Section 7.07 shall survive the satisfaction and discharge of this Indenture.

If the Trustee shall incur expenses after the occurrence of a Default specified in Section 6.01(iv) or Section 6.01(v), such expenses (including the reasonable fees and expenses of its agents and counsel) are intended to constitute expenses of administration under Bankruptcy Law.

The provisions of this Section shall survive the termination of this Indenture.

Section 7.08. Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

The Trustee may resign at any time and be discharged from the trust hereby created by so notifying the Company in writing. The Holders of Notes of not less than a majority in principal amount of the Notes then outstanding may remove the Trustee by so notifying the Trustee and the Company in writing. The Company shall remove the Trustee if:

(i) the Trustee fails to comply with Section 7.10;

(ii) the Trustee is adjudged bankrupt or insolvent;

(iii) a Custodian or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of Notes of at least 10% in principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee after written request by any Holder of a Note who has been a Holder of a Note for at least six months fails to comply with Section 7.10, such Holder of a Note may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Any successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all of the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Note. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

Section 7.09. Successor Trustee by Merger, Etc.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee entity without any further act shall constitute the successor Trustee; provided, however, that such entity shall be otherwise qualified and eligible under this Article VII.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee, and deliver such Notes so authenticated, and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have.

Section 7.10. Eligibility, Disqualification.

This Indenture at all times shall have a Trustee which satisfies the requirements of TIA ss. 310(a). The Trustee shall be a corporation organized and doing business under the laws of the United States of America or of any State thereof authorized under such laws to exercise corporate trustee power, shall be subject to supervision or examination by federal or state authority and shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recently published annual report of condition. The Trustee shall be subject to TIA ss. 310(b).

Section 7.11. Preferential Collection of Claims Against the Company.

The Trustee shall comply with TIA ss. 311(a), excluding any creditor relationship listed in TIA ss. 311(b). A Trustee which has resigned or been removed shall be subject to TIA ss. 311(a) to the extent indicated therein.

ARTICLE VIII

DISCHARGE OF INDENTURE; DEFEASANCE

Section 8.01. Discharge of Liability on Notes; Defeasance.

(a) When (i) all Notes previously authenticated and delivered (other than Notes replaced pursuant to Section 2.07) have been delivered to the Trustee for cancellation and the Company has paid all sums payable by it under this Indenture, or (ii) (A) the Notes mature within one year, (B) the Company irrevocably deposits in trust with the Trustee, as trust funds solely for the benefit of the Holders of the Notes for that purpose, money or U.S. Government Obligations or a combination thereof sufficient (unless such funds consist solely of money, in the opinion of a nationally recognized firm of independent public accountants expressed in a written

certification thereof delivered to the Trustee), without consideration of any reinvestment, to pay the principal of and interest on the Notes (other than Notes replaced pursuant to Section 2.07) to maturity and to pay all other sums payable by it under this Indenture, and (C) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for in this Article VIII relating to the satisfaction and discharge of this Indenture have been complied with, then this Indenture shall, subject to Section 8.01(c), cease to be of further effect. The Trustee shall acknowledge satisfaction and discharge of this Indenture on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company.

(b) Subject to Section 8.01(c) and Section 8.02, the Company at any time may terminate (i) all of the obligations of the Company and the Guarantors under the Notes, the Guarantees, and this Indenture ("legal defeasance"); or (ii) the Company's obligations under Section 4.03, Section 4.04, Section 4.05, Section 4.06, Section 4.07, Section 4.08, Section 6.01(vi) and Section 6.01(vii) ("covenant defeasance"). The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option.

If the Company exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default. If the Company exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in Section 6.01(iii).

Upon satisfaction of the conditions set forth herein and at the request of the Company, the Trustee shall acknowledge in writing the discharge of those obligations of the Company terminated thereby.

(c) Notwithstanding clause (a) and clause (b) above, the Company's obligations contained in Section 2.02, Section 2.03, Section 2.04, Section 2.05,
Section 2.06, Section 2.07, Section 4.02, Section 7.07, Section 7.08 and this Article VIII shall survive until the Notes have been paid in full. Thereafter, the Company's obligations contained in Section 7.07, Section 8.04 and Section 8.05 shall survive.

Section 8.02. Conditions to Defeasance.

The Company may exercise its legal defeasance option or its covenant defeasance option only if:

(i) with reference to this Section 8.02, the Company has irrevocably deposited in trust with the Trustee as trust funds solely for the benefit of the Holders of the Notes, for payment of the principal of and interest on the Notes, money or U.S. Government Obligations or a combination thereof sufficient (unless such funds consist solely of money, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee) without consideration of any reinvestment and after payment of all federal, state and local taxes or other charges and assessments in respect thereof payable by the Trustee, to pay and discharge the principal of and accrued interest on the outstanding Notes to maturity (irrevocably provided for under arrangements satisfactory to the Trustee);

(ii) such deposit shall not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which the Company is a party or by which it is bound;

(iii) no Default with respect to the Notes shall have occurred and be continuing on the date of such deposit;

(iv) the Company shall have delivered to the Trustee an Opinion of Counsel that (1) the Holders of the Notes will not recognize income, gain or loss for Federal income tax purposes as a result of the Company's exercise of its option under this Section and will be subject to Federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred and (2) the Holders of the Notes have a valid security interest in the trust funds; and

(v) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent herein provided relating to the defeasance contemplated by this Section have been complied with.

In the case of legal defeasance, the Opinion of Counsel referred to in clause (iv)(1) above must confirm that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of this Indenture, there has been a change in the applicable Federal income tax law, in either case, to the effect that, and based thereon, the Holders will not recognize income, gain or loss for Federal income tax purposes as a result of such legal defeasance.

Section 8.03. Application of Trust Money.

The Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to this Article VIII. The Trustee shall apply the deposited money and the money from U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal of, and interest and Additional Interest, if any, on, the Notes.

Section 8.04. Repayment to the Company.

The Trustee and the Paying Agent shall promptly turn over to the Company upon request any excess money or securities held by them at any time.

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Holders of Notes entitled to the money shall look to the Company for payment as general creditors.

Section 8.05. Indemnity for Government Obligations.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

Section 8.06. Reinstatement.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with this Article VIII by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Company and the Guarantors under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to this Article VIII until such time as the Trustee or Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with this Article VIII; provided, however, that if the Company or any Guarantor has made any payment of principal of, or interest or Additional Interest, if any, on, any of the Notes because of the reinstatement of its obligations, the Company or such Guarantor, as the case may be, shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE IX

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. Without Consent of Holders of Notes.

The Company, the Guarantors and the Trustee may amend or supplement this Indenture or the Notes without notice to or the consent of any Holder of a Note:

(i) to cure any ambiguity, defect or inconsistency in this Indenture; provided that such amendments or supplements shall not materially and adversely affect the interests of the Holders;

(ii) to provide for the assumption of the Company's obligations to the Holders of the Notes in connection with a consolidation or merger of the Company or the sale, conveyance, transfer, lease or other disposal of all or substantially all of the property and assets of the Company pursuant to Article V;

(iii) to comply with any requirements of the SEC in connection with the qualification of this Indenture under the TIA;

(iv) to evidence and provide for the acceptance of appointment under this Indenture by a successor Trustee;

(v) to add to the covenants, restrictions or obligations of the Company and the Restricted Subsidiaries for the protection of the Holders;

(vi) to add or remove a Guarantee in accordance with the terms of this Indenture or to delete the first sentence of Section 10.04(a) providing for the release of the Guarantees;

(vii) to secure the Notes;

(viii) to provide for the issuance of additional Notes in accordance with the provisions set forth in this Indenture; or

(ix) to make any change that does not materially and adversely affect the rights of any Holder.

Upon the request of the Company accompanied by a resolution of the Board of Directors authorizing the execution of any such amendment or supplement to this Indenture, and upon receipt by the Trustee of the documents described in Section 9.06, the Trustee shall join with the Company and the Guarantors in the execution of any amendment or supplement to this Indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations which may be contained therein, but the Trustee shall not be obligated to enter into such amendment or supplement to this Indenture which adversely affects its own rights, duties or immunities under this Indenture or otherwise.

After an amendment, supplement or waiver under this Section 9.01 becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing any such amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not in any way impair or affect the validity of any such amendment or supplement to this Indenture or such waiver.

Section 9.02. With Consent of Holders of Notes.

The Company, the Guarantors and the Trustee may amend or supplement this Indenture, the Notes or any amended or supplemental Indenture with the written consent of the Holders of Notes of at least a majority in aggregate principal amount of the Notes then outstanding, and any existing Default and its consequences or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding. However, without the consent of each Holder of a Note affected, any amendment, supplement or waiver may not:

(i) extend the Stated Maturity of the principal of, or any installment of interest or Additional Interest, if any, on, such Holder's Notes, or reduce the principal thereof or the rate of interest or Additional Interest, if any, thereon, with respect thereto, or change any place or currency of payment where any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the due date therefor;

(ii) reduce the percentage in principal amount of outstanding Notes the consent of whose Holders is required for any such supplemental Indenture, for any waiver of compliance with certain provisions of this Indenture or certain Defaults hereunder and their consequences provided for in this Indenture;

(iii) waive a Default in the payment of principal of or interest on any Note of such Holder;

(iv) make any change in the ranking or priority of any Note;

(v) make any change in any Guarantee that would adversely affect the Holders or release any Guarantor from its obligations under its Guarantee or this Indenture, except in accordance with the terms of this Indenture; or

(vi) modify any of the provisions of this Section, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each outstanding Note thereunder affected thereby.

Upon the request of the Company accompanied by a resolution of the Board of Directors authorizing the execution of any such amendment or supplement to this Indenture, and upon the filing with the Trustee of evidence satisfactory with the Trustee of the consent of the Holders of Notes as aforesaid and upon receipt by the Trustee of the documents described in Section 9.06, the Trustee shall join with the Company and the Guarantors in the execution of such amendment or supplement to this Indenture unless such amendment or supplement affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amendment or supplement to this Indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing any such amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not in any way impair or affect the validity of any such amendment or supplement to this Indenture or such waiver. Subject to Section 6.04 and Section 6.07, the Holders of a majority in aggregate principal amount of the Notes then outstanding may waive compliance by the Company in any particular instance with any provision of this Indenture or the Notes.

Section 9.03. Compliance with Trust Indenture Act.

Every amendment or supplement to this Indenture or the Notes shall be set forth in an amended or supplemental Indenture that complies with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents and Waivers.

Until an amendment, supplement or waiver becomes effective, a consent to such amendment, supplement or waiver by a Holder of a Note is a continuing and binding consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if a notation of the consent or waiver is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or

waiver shall become effective in accordance with its terms and thereafter shall bind every Holder of a Note.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders of Notes entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, such Persons which were Holders of Notes at such record date (or their duly designated proxies), and only such Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders of Notes after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

Section 9.05. Notation on or Exchange of Notes.

If an amendment or supplement changes the terms of a Note, the Trustee may require the Holder of such Note to deliver such Note to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder of such Note. Alternatively, if the Company or the Trustee so determines, the Company in exchange for such Note shall issue and the Trustee shall authenticate a new Note that reflects such changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment or supplement.

Section 9.06. Trustee to Sign Amendments, etc.

The Trustee shall sign any amendment or supplement to this Indenture authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. In signing such amendment or supplement the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in relying upon, an Officer's Certificate and an Opinion of Counsel stating that such amendment or supplement is authorized or permitted pursuant to this Indenture. The Company and the Guarantors shall not sign any amendment or supplement to this Indenture until the Board of Directors of the Company approves any such amendment or supplement.

ARTICLE X

GUARANTEES

Section 10.01. Guarantees.

Subject to Section 10.05, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, the Notes and the Obligations of the Company hereunder and thereunder, that: (a) the principal of, and interest and Additional Interest, if any, on, the Notes shall be promptly paid in full when due, subject to any applicable grace period, whether at maturity, by acceleration or otherwise, and interest on the overdue principal, interest on any interest, if any, and interest on any Additional Interest, if any, on the Notes, and all other payment Obligations of the Company to the Holders or all other Obligations of the Company to

the Trustee hereunder or thereunder shall be promptly paid in full and performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other Obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, subject to any applicable grace period, whether at stated maturity, by acceleration or otherwise. Failing payment when so due of any amount so guaranteed or any performance so guaranteed for whatever reason the Guarantors shall be jointly and severally obligated to pay the same immediately. An Event of Default under this Indenture or the Notes shall constitute an event of default under the Guarantees, and shall entitle the Holders to accelerate the obligations of the Guarantors hereunder in the same manner and to the same extent as the Obligations of the Company. The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same, the release of any Guarantee of any other Guarantor or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that its Guarantee shall not be discharged except by complete performance of the Obligations contained in the Notes and this Indenture. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article VI for the purposes of its Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed thereby, and (y) in the event of any declaration of acceleration of such Obligations as provided in Article VI, such Obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of its Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor as provided in Section 10.05 so long as the exercise of such right does not impair the rights of the Holders or the Trustee under the Guarantees or this Indenture.

Section 10.02. Execution and Delivery of Guarantee.

(a) To evidence its Guarantee set forth in Section 10.01, each Guarantor hereby agrees that a notation of such Guarantee substantially in the form of Exhibit D shall be endorsed by manual or facsimile signature by an Officer of such Guarantor on each Note authenticated and delivered by the Trustee and that this Indenture shall be executed on behalf of such Guarantor, by manual or facsimile signature, by an Officer (in each case, whom shall have been duly authorized by all requisite corporate or other actions) of such Guarantor.

(b) Each Guarantor hereby agrees that its Guarantee set forth in
Section 10.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

(c) If an Officer whose signature is on this Indenture or on any Guarantee no longer holds that office at the time the Trustee authenticates the Note on which such Guarantee is endorsed, such Guarantee shall be valid nevertheless.

(d) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantees set forth in this Indenture on behalf of the Guarantors.

(e) In the event that the Company designates, creates or acquires any new Restricted Subsidiary subsequent to the date of this Indenture or any other Subsidiary is required to deliver a Guarantee in accordance with Section 4.06, the Company shall cause such Subsidiary to execute a supplement to this Indenture substantially in the form of Exhibit E in accordance with Section 4.06 and this Article X, to the extent applicable.

Section 10.03. Guarantors May Consolidate, Etc., on Certain Terms.

Nothing contained in this Indenture or in any of the Notes shall prevent the consolidation or merger of a Guarantor with or into the Company or another Guarantor or any sale or other disposition of all or substantially all of the assets or Capital Stock of any Guarantor to the Company or another Guarantor. Upon any such consolidation, merger, sale or disposition, the Guarantee given by such Guarantor shall no longer have any force or effect.

Section 10.04. Release of Guarantees.

(a) Upon the release of all payment obligations of any Guarantor relating to any existing or future Indebtedness under one or more Credit Facilities of the Company, such Subsidiary or any other Restricted Subsidiary, such Guarantor shall be automatically released and relieved of any obligations under this Indenture and its Guarantee. In the event such Guarantor subsequently incurs or guarantees any Indebtedness under one or more Credit Facilities, the Company shall cause such released Guarantor to unconditionally guarantee all Obligations under the Notes and this Indenture on the terms set forth in Section 4.06.

(b) In the event of a sale or other disposition of all or substantially all of the assets or Capital Stock (whether by consolidation, merger, stock purchase, asset sale or otherwise) of any Guarantor, in each case, to a Person other than the Company or to a Person that is not (either before or after giving effect to such transaction) a Subsidiary, then such Guarantor shall be automatically released and relieved of any obligations under this Indenture and its Guarantee; provided that the Company shall have delivered to the Trustee an Officers' Certificate to the effect that immediately after, and taking into account, that sale or disposition, no Default or Event of Default shall have occurred and be continuing under this Indenture; and provided, further, that a termination shall only occur to the extent that all obligations of that Guarantor in respect of any Indebtedness under all Credit Facilities of the Company or any of the Restricted Subsidiaries, and under all of that Guarantor's pledges of assets or other security interests which secured Indebtedness under any Credit Facilities of the Company or any of the Restricted Subsidiaries, shall also terminate upon such sale or disposition.

(c) Upon the proper designation of a Guarantor as an Unrestricted Subsidiary in accordance with the terms of this Indenture, such Guarantor shall be automatically released and relieved of any obligations under this Indenture and its Guarantee.

(d) In the event the Company effects a discharge of this Indenture or a legal defeasance or a covenant defeasance in accordance with Section 8.01, each Guarantor shall be released and relieved of any obligations under this Indenture and its Guarantee.

(e) Upon delivery by the Company to the Trustee of an Officers' Certificate to the effect of any of the foregoing, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Guarantee. Any such Guarantor not released from its obligations under its Guarantee shall remain liable for the full amount of principal of, and interest and Additional Interest, if any, on, the Notes and for the other obligations of such Guarantor under this Indenture as provided in this Article X.

Section 10.05. Limitation on Guarantor Liability; Contribution.

(a) For purposes of this Indenture, each Guarantor's liability shall be limited to the lesser of (i) the aggregate amount of the Obligations of the Company under the Notes and this Indenture and (ii) the maximum amount that shall result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent transfer or conveyance under applicable law of any relevant jurisdiction; provided that, it shall be a presumption in any lawsuit or other proceeding in which a Guarantor is a party that the amount guaranteed pursuant to its Guarantee is the amount set forth in clause (i) above unless any creditor, or representative of creditors of such Guarantor, or debtor in possession or trustee in bankruptcy of the Guarantor, otherwise proves in such a lawsuit that the aggregate liability of the Guarantor is the amount set forth in clause (ii) above. In making any determination as to solvency or sufficiency of capital of a Guarantor in accordance with the previous sentence, the right of such Guarantor to contribution from other Guarantors as set forth below, and any other rights such Guarantor may have, contractual or otherwise, shall be taken into account.

(b) In order to provide for just and equitable contribution among the Guarantors, the Guarantors agree, inter se, that in the event any payment or distribution is made by any Guarantor (a "Funding Guarantor") under its Guarantee, such Funding Guarantor shall be entitled to a contribution from all other Guarantors in a pro rata amount based on the Adjusted Net Assets of each Guarantor (including the Funding Guarantor) for all payments, damages and expenses incurred by that Funding Guarantor in discharging the Company's Obligations with respect to the Notes or any other Guarantor's obligations with respect to its Guarantee. "Adjusted Net Assets" of such Guarantor at any date shall mean the lesser of the amount by which (i) the fair value of the property of such Guarantor exceeds the total amount of liabilities, including, without limitation, contingent liabilities (after giving effect to all other fixed and contingent liabilities incurred or assumed on such date and after giving effect to any collection from any other Subsidiary in respect of the obligations of such Guarantor under its Guarantee), but excluding liabilities under the Guarantee of such Guarantor at such date and (ii) the present fair salable value of the assets of such Guarantor at such date exceeds the amount that shall be required to pay the probable liability of such Guarantor on its debts (after giving effect to all other fixed and contingent liabilities incurred or assumed on such date and after giving effect to any collection from any other Subsidiary in respect of the obligations of such Guarantor under its Guarantee), excluding debt in respect of the Guarantee of such Guarantor, as they become absolute and matured.

Section 10.06. Waiver of Subrogation.

Until all guaranteed Obligations under this Indenture are paid in full, each Guarantor hereby irrevocably waives any claim or other rights which it may now or hereafter acquire against the Company that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under its Guarantee and this Indenture, including, without limitation, any right of subrogation, reimbursement, exoneration, indemnification, and any right to participate in any claim or remedy of any Holder of Notes against the Company, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to any Guarantor in violation of the preceding sentence and the Notes shall not have been paid in full, such amount shall have been deemed to have been paid to such Guarantor for the benefit of, and held in trust for the benefit of, the Holders of the Notes, and shall forthwith be paid to the Trustee for the benefit of such Holders to be credited and applied upon the Notes, whether matured or unmatured, in accordance with the terms of this Indenture. Each Guarantor acknowledges that it shall receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the waiver set forth in this Section 10.06 is knowingly made in contemplation of such benefits.

Section 10.07. No Suspension of Remedies.

Nothing contained in this Article X shall limit the right of the Trustee or the Holders of Notes to take any action to accelerate the maturity of the Notes pursuant to Article VI or to pursue any rights or remedies hereunder or under applicable law.

Section 10.08. Obligations Reinstated.

Except as provided in Section 10.04, the obligations of each Guarantor hereunder shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment which would otherwise have reduced the obligations of any Guarantor hereunder (whether such payment shall have been made by or on behalf of the Company or by or on behalf of a Guarantor) is rescinded or reclaimed from any of the Holders upon the insolvency, bankruptcy, liquidation or reorganization of the Company or any Guarantor or otherwise, all as though such payment had not been made. If demand for, or acceleration of the time for, payment by the Company is stayed upon insolvency, bankruptcy, liquidation or reorganization of the Company, all such Indebtedness otherwise subject to demand for payment or acceleration shall nonetheless be payable by each Guarantor as provided herein.

Section 10.09. No Obligation to Take Action Against the Company.

Neither the Trustee nor any other Person shall have any obligation to enforce or exhaust any rights or remedies or to take any other steps under any security for the obligations under this Indenture or against the Company or any other Person or any property of the Company or any other Person before the Trustee is entitled to demand payment and performance by any or all Guarantors of their liabilities and obligations under their Guarantees or under this Indenture.

Section 10.10 Dealing with the Company and Others.

The Holders, without releasing, discharging, limiting or otherwise affecting in whole or in part the obligations and liabilities of any Guarantor hereunder and without the consent of or notice to any Guarantor, may

(a) grant time, renewals, extensions, compromises, concessions, waivers, releases, discharges and other indulgences to the Company or any other Person;

(b) take or abstain from taking any action in obtaining security or collateral from the Company or in perfecting a security interest in any security or collateral of the Company;

(c) release, discharge, compromise, realize, enforce or otherwise deal with or do any act or thing in respect of (with or without consideration) any and all collateral, mortgages or other security given by the Company or any third party with respect to the obligations or matters contemplated by this Indenture or the Notes;

(d) accept compromises or arrangements from the Company;

(e) apply all monies at any time received from the Company or from any security upon such part of the obligations under this Indenture as the Holders may see fit or change any such application in whole or part from time to time as the Holders may see fit; and

(f) otherwise deal with, or waive or modify their right to deal with, the Company and all other Persons and any security as the Holders or the Trustee may see fit.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA ss. 318(c), such imposed duties shall control.

Section 11.02. Notices.

Any notice or communication by the Company, the Guarantors or the Trustee to the other is duly given if in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), telecopier or overnight air courier guaranteeing next-day delivery, to the other's address:

If to the Company or the Guarantors:

Dollar General Corporation
100 Mission Ridge
Goodlettsville, Tennessee 37072

Telecopier No.: (615) 855-5172 Attention: General Counsel

If to the Trustee:

First Union National Bank
150 Fourth Avenue North, 2nd Floor
Nashville, Tennessee 37219

Telecopier No: (615) 251-9364 Attention: Corporate Trust Administration.

The Company, the Guarantors or the Trustee, by notice each to the other, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders of Notes) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next-day delivery.

Any notice or communication to a Holder of a Note shall be mailed by first-class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next-day delivery to its address shown on the Note Register. Any notice or communication shall also be so mailed to any Person described in TIA ss. 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder of a Note or any defect in such notice shall not affect its sufficiency with respect to other Holders of Notes.

If a notice or communication is mailed in the manner set forth above within the time prescribed, such notice or communication shall be deemed to be duly given whether or not the addressee receives it.

If the Company mails a notice or communication to Holders of Notes, it shall mail a copy to the Trustee and each Agent at the same time.

Section 11.03. Communication by Holders of Notes with Other Holders of Notes.

Holders of Notes pursuant to TIA ss. 312(b) may communicate with other Holders of Notes with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar, the Paying Agent and any other Person shall have the protection of TIA ss. 312(c).

Section 11.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee any certificates or opinions required by the TIA, and:

(i) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(ii) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all conditions and covenants have been satisfied.

Section 11.05. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant contained in this Indenture shall include:

(i) a statement that the Person making such certificate or opinion has read such condition or covenant;

(ii) a statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether such condition or covenant has been satisfied; and

(iv) a statement as to whether, in the opinion of such Person, such condition or covenant has been satisfied.

Section 11.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders of Notes. The Registrar and Paying Agent may make reasonable rules and set reasonable requirements for their functions.

Section 11.07. No Personal Liability of Directors, Officers, Employees, Incorporators and Stockholders.

No past, present or future director, officer, employee, incorporator, partner, member, shareholder or agent of the Company or any Guarantor, as such, shall have any liability for any Obligations of the Company under the Notes or this Indenture or any obligations of such Guarantor under its Guarantee or this Indenture or for any claim based on, in respect of, or by reason of, such obligations. Each Holder by accepting a Note waives and releases all such liability. Such waiver and release form a part of the consideration for issuance of the Notes and the Guarantees.

Section 11.08. Governing Law.

THIS INDENTURE, THE NOTES AND THE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 11.09. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or its Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 11.10. Successors.

All agreements of the Company and the Guarantors contained in this Indenture, the Notes and the Guarantees shall bind the Company, the Guarantors and their respective successors. All agreements of the Trustee in this Indenture shall bind the Trustee and its successors.

Section 11.11. Severability.

In case any provision of this Indenture, the Notes or the Guarantees shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.12. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each such signed copy shall be deemed to be an original, and all of such signed copies together shall represent one and the same agreement.

Section 11.13. Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience only, and shall not, for any reason, be deemed to be part of this Indenture and shall in no way modify or restrict any of the terms or provisions of this Indenture.

SIGNATURES TO INDENTURE

DOLLAR GENERAL CORPORATION

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

DOLGENCORP, INC.

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

DOLGENCORP OF TEXAS, INC.

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

DG LOGISTICS, LLC
By: Dolgencorp, Inc., its Managing Member

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

DADE LEASE MANAGEMENT, INC.

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

DOLLAR GENERAL PARTNERS
By: Dolgencorp, Inc., a general partner

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

By: Dade Lease Management, Inc., a general partner

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

By: Dollar General Financial, Inc., a
general partner

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

DOLLAR GENERAL FINANCIAL, INC.

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

NATIONS TITLE COMPANY, INC.

By: /s/ Robert C. Layne
Name: Robert C. Layne
Title: Secretary

DOLLAR GENERAL INTELLECTUAL PROPERTY, L.P.

By: Dade Lease Management, Inc., its
General Partner

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

FIRST UNION NATIONAL BANK,
as Trustee

By: /s/ Susan K. Baker
Name: Susan K. Baker
Title: Vice President

EXHIBIT A

[FORM OF FACE OF INITIAL NOTE]

DOLLAR GENERAL CORPORATION

[Global Note Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.*

[Restricted Notes Legend]

"THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), AND UNDER APPLICABLE STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (i) TO THE COMPANY, (ii) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A

* This legend should only be added if the Security is issued in global form.

QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A,
(iii) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (iv) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (v) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (i) THROUGH (v) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER REPRESENTS THAT IT (1) IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT AND IS ACQUIRING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, (2) ACQUIRED THE NOTES IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR (3) IS NOT A U.S. PERSON AND IS PURCHASING THE NOTES IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S."

["IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO

THE COMPANY AND THE REGISTRAR SUCH CERTIFICATES AND OTHER INFORMATION AS THEY MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS."]**

** Include on a Note to be held by an institutional "accredited investor" (as defined in Rule 50l(a), (1), (2), (3) or (7) under the Securities Act).

No. Principal Amount $
CUSIP No.256669 AA 0

8 5/8% Notes due June 15, 2010

DOLLAR GENERAL CORPORATION, a Tennessee corporation, promises to pay to _____, or registered assigns, the principal sum of _____ Dollars ($_____) on June 15, 2010.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

Additional provisions of this Note are set forth on the reverse side of this Note.

Dated:_____

[Seal]

DOLLAR GENERAL CORPORATION

By:

Name:

Title:

By:

Name:

Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated:

FIRST UNION NATIONAL BANK,
as Trustee, certifies
that this is one of the
Notes referred to in the
Indenture.

By

Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

8 5/8% Notes due June 15, 2010

1. Interest

DOLLAR GENERAL CORPORATION, a Tennessee corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Note at the rate per annum shown above provided, however, that if a Registration Default (as defined in the Registration Rights Agreement) occurs, the Company shall pay additional interest (in addition to the interest otherwise due hereon) ("Additional Interest") to the Holder during the period immediately following the occurrence of any such Registration Default in an amount equal to 0.50% per annum (regardless of the number of Registration Defaults) from and including the date on which any such Registration Default shall occur but excluding the date on which all Registration Defaults have been cured.

The Company shall pay interest semi-annually on June 15 and December 15 of each year, commencing December 15, 2000. Interest on the Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 21, 2000, or such other date on which the Notes are originally issued. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Notes.

2. Method of Payment

The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the June 1 or December 1 next preceding the interest payment date even if Notes are canceled after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent in New York, New York or Nashville, Tennessee to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may pay principal and interest by check payable in such money. It may mail an interest check to a Holder's registered address.

3. Paying Agent and Registrar

Initially, First Union National Bank, a national banking association (the "Trustee"), shall act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Company or any of its domestically incorporated Wholly-Owned Subsidiaries may act as Paying Agent, Registrar or co-registrar.

4. Indenture and Guarantees

The Company issued the Notes under an Indenture dated as of June 21, 2000 (the "Indenture"), among the Company, the Guarantors and the Trustee. The terms of the Notes

include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 77aaa-77bbbb) as in effect on the date of the Indenture (the "TIA"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of those terms.

The Notes are general obligations of the Company initially limited to $200,000,000 aggregate principal amount. The Company may at any time issue additional notes under the Indenture in unlimited amounts having the same terms as and treated as a single class with the Notes for all purposes under the Indenture and shall vote together as one class with respect to the Notes. The Indenture imposes certain limitations on the incurrence of certain additional Indebtedness by the Company and certain of its Subsidiaries and the entry into certain Sale and Leaseback Transactions by the Company and certain of its Subsidiaries. The Indenture also restricts the ability of the Company to consolidate or merge with or into, or to transfer all or substantially all its assets to, another person.

Pursuant to Article X of the Indenture, the Guarantors have unconditionally guaranteed to each Holder the Obligations of the Company under the Notes and the Indenture. In the event the Company designates, organizes or acquires a new Restricted Subsidiary subsequent to the date of the Indenture or in the other circumstances described in Section 4.06 of the Indenture, the Company shall cause the applicable Subsidiary to provide a Guarantee in the manner set forth in said Section 4.06. The Guarantees are subject to release as and to the extent provided in Section 10.04 of the Indenture.

5. Optional Repayment

Subject to and upon compliance with the provisions set forth herein, each Holder of this Note shall have the right, at such Holder's option, to require the Company to repay, and if such right is exercised the Company shall repay, all or any part of such Holder's Notes on June 15, 2005 (the "Optional Repayment Date") at a price (the "Optional Repayment Price") equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to June 15, 2005.

To exercise such right, the Holder of this Note shall surrender this Note to the Paying Agent on behalf of the Company in New York, New York or Nashville, Tennessee during the period (the "Election Period") beginning on April 15, 2005 and ending at 5:00 p.m. (New York City time) on May 15, 2005 (or, if May 15, 2005 is not a Business Day, the next succeeding Business Day), with the form entitled "Option to Elect Repayment on June 15, 2005" appearing below duly completed. Any such notice received by the Paying Agent on behalf of the Company during the Election Period shall be irrevocable. The repayment option may be exercised by any Holder for less than the entire principal amount of this Note; provided, that the principal amount with respect to which such right is exercised must be equal to $1,000 or an integral multiple of $1,000. In the event of repayment of this Note in part only, a new Note or Notes of like tenor for the unrepaid portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of this Note for repayment shall be determined by the Company, whose determination shall be final and binding.

Failure by the Company to pay the Optional Repayment Price when required as described in the preceding paragraphs shall result in an Event of Default under the Indenture.

This Note is not redeemable prior to maturity at the option of the Company and is not subject to a sinking fund.

6. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. Holders of Notes may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder of a Note, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Note elected by the Holder thereof for repayment (except, in the case of a Note to be repaid in part, the portion of the Note not to be repaid) or any Notes for a period of 15 days before an interest payment date.

7. Persons Deemed Owners

The registered Holder of this Note may be treated as the sole owner of such Note for all purposes.

8. Unclaimed Money

Subject to applicable abandoned property law, if money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee or Paying Agent for payment.

9. Discharge and Defeasance

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture and some or all of the Guarantors' obligations under the Guarantees and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to maturity.

10. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in principal amount outstanding of the Notes; and (ii) any default or compliance with any provision may be waived with the written consent of the Holders of a majority in principal amount of the Notes then outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder of a Note, the Company and the Trustee may amend the Indenture or the Notes under the circumstances specified in the Indenture, including without limitation, to cure any ambiguity, omission, defect or inconsistency, or to add or remove a Guarantee in accordance with the terms of the Indenture, or to comply with Article V of the Indenture or to make any change that does

not materially and adversely affect the rights of any Holder of a Note or to comply with requirements of the SEC in connection with the qualification of the Indenture under the TIA.

11. Defaults and Remedies

If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes may declare all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which shall result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding such notice is in the interest of the Holders of Notes.

12. Trustee Dealings with the Company

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

13. No Recourse Against Others

No past, present or future director, officer, employee, incorporator, partner, member, shareholder of agent, of the Company or any Guarantor, as such, shall have any liability for any obligations of the Company under the Notes or the Indenture or any obligations of such Guarantor under its Guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations. Each Holder by accepting a Note waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes and the Guarantees.

14. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the face of this Note.

15. Abbreviations

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

16. Holders' Compliance with Registration Rights Agreement.

Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement, including, without limitation, the obligations of the Holders with respect to a registration and the indemnification of the Company to the extent provided therein.

17. CUSIP Numbers

Pursuant to the recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use such CUSIP numbers in notices as a convenience to Holders of Notes. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

The Company shall furnish to any Holder of a Note upon written request and without charge to such Holder of a Note a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to:

Dollar General Corporation 100 Mission Ridge Goodlettsville, Tennessee 37072 Attention: Barbara Springer

ASSIGNMENT FORM

To assign this Note, complete the form below:

I or we assign and transfer this Note to:

[Print or type assignee's name, address and zip code]

[Insert assignee's soc. sec. or tax I.D. No.]

and irrevocably appoint _____ agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:_____ Your Signature:_____

Sign exactly as your name appears on the face of this Note.

OPTION TO ELECT REPAYMENT ON JUNE 15, 2005

The undersigned hereby irrevocably requests and instructs the Company to repay the within or attached Note (or portion thereof specified below) pursuant to its terms at a price equal to the principal amount thereof to be repaid, together with interest thereon to June 15, 2005, to the undersigned at

(Please Print or Type Name, Address and Telephone Number of the Undersigned)

For the within or attached Note to be repaid, the Company must receive at the office of its Paying Agent in New York, New York or Nashville, Tennessee, during the period beginning on April 15, 2005 and ending at 5:00 p.m. (New York City time) on May 15, 2005 (or, if May 15, 2005 is not a Business Day, the next succeeding Business Day), this Note with this "Option to Elect Repayment on June 15, 2005" form duly completed. Any such notice received by the Company during the period beginning April 15, 2005 and ending at 5:00 p.m. (New York City time) on May 15, 2005 (or, if May 15, 2005 is not a Business Day, the next succeeding Business Day) shall be irrevocable. No transfer or exchange of this Note (or, in the event that this Note is to be repaid in part, such portion of this Note to be repaid) will be permitted after such notice is received by the Company.

If less than the entire principal amount of the within or attached Note is to be repaid, specify the portion thereof (which shall be $1,000 or an integral multiple of $1,000) which the Holder elects to have repaid:
$_____; and specify the denomination or denominations (which shall be $1,000 or an integral multiple of $1,000) of the Note or Notes to be issued to the Holder for the portion of the within attached Note not being repaid (in the absence of any such specification, one such Note shall be issued for the portion not being repaid): $_____.

Date:_____ Your Signature:_____

Sign exactly as your name appears on the face of this Note.

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION

OF TRANSFER OF RESTRICTED NOTES

This certificate relates to $_____ principal amount of Notes held in (check applicable space) _____ book-entry or _____ definitive form by the undersigned.

The undersigned (check one box below):

[ ] has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above) and the Company has consented to the exchange; or

[ ] has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

The undersigned confirms that such Notes are being (check on box below):

(1) [ ] acquired for the undersigned's own account, without transfer (in satisfaction of Section 2.06(a)(ii)(A) of the Indenture); or

(2) [ ] transferred to the Company;

(3) [ ] transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended; or

(4) [ ] transferred pursuant to and in compliance with Regulation S under the Securities Act of 1933, as amended; or

(5) [ ] transferred pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended; or

(6) [ ] transferred pursuant to an effective registration statement under the Securities Act of 1933, as amended.

Unless one of the boxes is checked, the Trustee shall refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof; provided, however, that if box (3), (4) or (5) is checked, the Company or the Trustee may require evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the legend on the face of this Note.

Signature

Signature Guarantee:

Guaranteed:

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Notes Custodian

EXHIBIT B

[FORM OF FACE OF EXCHANGE NOTE AND

PRIVATE EXCHANGE NOTE]

* **

DOLLAR GENERAL CORPORATION

No. Principal Amount $_____ CUSIP No.: _____

8 5/8% Notes due June 15, 2010

DOLLAR GENERAL CORPORATION, a Tennessee corporation, promises to pay to _____, or registered assigns, the principal sum of _____ Dollars on June 15, 2010.

Interest Payment Dates: June 15 and December 15.

Record Dates: June 1 and December 1.

Additional provisions of this Note are set forth on the reverse side of this Note.

Dated:_____

[Seal]

DOLLAR GENERAL CORPORATION

By:

Name:

Title:

By:

Name:

Title:

---

* If the Note is to be issued in global form add the Global Note Legend from Exhibit A and the attachment to Exhibit A captioned "[TO BE ATTACHED TO GLOBAL NOTES] -SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE."

** If the Note is a Private Exchange Note issued in a Private Exchange to the Initial Purchasers holding an unsold portion of its initial allotment, add the restricted securities legend from Exhibit A and include the "Certificate to be Delivered upon Exchange or Registration of Transfer of Restricted Notes" from Exhibit A.

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated:

FIRST UNION NATIONAL BANK,
as Trustee, certifies that this is one of the Notes referred to in the Indenture.

By

Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

8 5/8% Notes due June 15, 2010

1. Interest

DOLLAR GENERAL CORPORATION, a Tennessee corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Note at the rate per annum shown above provided, however, that if a Registration Default (as defined in the Registration Rights Agreement) occurs, the Company shall pay additional interest (in addition to the interest otherwise due hereon) ("Additional Interest") to the Holder during the period immediately following the occurrence of any such Registration Default in an amount equal to 0.50% per annum (regardless of the number of Registration Defaults) from and including the date on which any such Registration Default shall occur but excluding the date on which all Registration Defaults have been cured.

The Company shall pay interest semi-annually on June 15 and December 15 of each year, commencing December 15, 2000. Interest on the Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 21, 2000, or such other date on which the Notes are originally issued. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Notes.

2. Method of Payment

The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the June 1 or December 1 next preceding the interest payment date even if Notes are canceled after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent in New York, New York or Nashville, Tennessee to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may pay principal and interest by check payable in such money. It may mail an interest check to a Holder's registered address.

3. Paying Agent and Registrar

Initially, First Union National Bank, a national banking association (the "Trustee"), shall act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Company or any of its domestically incorporated Wholly-Owned Subsidiaries may act as Paying Agent, Registrar or co-registrar.

4. Indenture and Guarantees

The Company issued the Notes under an Indenture dated as of June 21, 2000 (the "Indenture"), among the Company, the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 77aaa-77bbbb) as in effect on the date of the

Indenture (the "TIA"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of those terms.

The Notes are general obligations of the Company initially limited to $200,000,000 aggregate principal amount. The Company may at any time issue additional notes under the Indenture in unlimited amounts having the same terms as and treated as a single class with the Notes for all purposes under the Indenture and shall vote together as one class with respect to the Notes. The Indenture imposes certain limitations on the incurrence of certain additional Indebtedness by the Company and certain of its Subsidiaries and the entry into certain Sale and Leaseback Transactions by the Company and certain of its Subsidiaries. The Indenture also restricts the ability of the Company to consolidate or merge with or into, or to transfer all or substantially all its assets to, another person.

Pursuant to Article X of the Indenture, the Guarantors have unconditionally guaranteed to each Holder the Obligations of the Company under the Notes and the Indenture. In the event the Company designates, organizes or acquires a new Restricted Subsidiary subsequent to the date of the Indenture or in the other circumstances described in Section 4.06 of the Indenture, the Company shall cause the applicable Subsidiary to provide a Guarantee in the manner set forth in said Section 4.06. The Guarantees are subject to release as and to the extent provided in Section 10.04 of the Indenture.

5. Optional Repayment

Subject to and upon compliance with the provisions set forth herein, each Holder of this Note shall have the right, at such Holder's option, to require the Company to repay, and if such right is exercised the Company shall repay, all or any part of such Holder's Notes on June 15, 2005 (the "Optional Repayment Date") at a price (the "Optional Repayment Price") equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to June 15, 2005.

To exercise such right, the Holder of this Note shall surrender this Note to the Paying Agent on behalf of the Company in New York, New York or Nashville, Tennessee during the period (the "Election Period") beginning on April 15, 2005 and ending at 5:00 p.m. (New York City time) on May 15, 2005 (or, if May 15, 2005 is not a Business Day, the next succeeding Business Day), with the form entitled "Option to Elect Repayment on June 15, 2005" appearing below duly completed. Any such notice received by the Paying Agent on behalf of the Company during the Election Period shall be irrevocable. The repayment option may be exercised by any Holder for less than the entire principal amount of this Note; provided, that the principal amount with respect to which such right is exercised must be equal to $1,000 or an integral multiple of $1,000. In the event of repayment of this Note in part only, a new Note or Notes of like tenor for the unrepaid portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of this Note for repayment shall be determined by the Company, whose determination shall be final and binding.

Failure by the Company to pay the Optional Repayment Price when required as described in the preceding paragraphs shall result in an Event of Default under the Indenture.

This Note is not redeemable prior to maturity at the option of the Company and is not subject to a sinking fund

6. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. Holders of Notes may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder of a Note, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Note elected by the Holder thereof for repayment (except, in the case of a Note to be repaid in part, the portion of the Note not to be repaid) or any Notes for a period of 15 days before an interest payment date.

7. Persons Deemed Owners

The registered Holder of this Note may be treated as the sole owner of such Note for all purposes.

8. Unclaimed Money

Subject to applicable abandoned property law, if money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee or Paying Agent for payment.

9. Discharge and Defeasance

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture and some or all of the Guarantors' obligations under the Guarantees and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to maturity.

10. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in principal amount outstanding of the Notes; and (ii) any default or compliance with any provision may be waived with the written consent of the Holders of a majority in principal amount of the Notes then outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder of a Note, the Company and the Trustee may amend the Indenture or the Notes under the circumstances specified in the Indenture, including without limitation, to cure any ambiguity, omission, defect or inconsistency, or to add or remove a Guarantee in accordance with the terms of the Indenture, or to comply with Article V of the Indenture or to make any change that does

not materially and adversely affect the rights of any Holder of a Note or to comply with requirements of the SEC in connection with the qualification of the Indenture under the TIA.

11. Defaults and Remedies

If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes may declare all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which shall result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding such notice is in the interest of the Holders of Notes.

12. Trustee Dealings with the Company

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

13. No Recourse Against Others

No past, present or future director, officer, employee, incorporator, partner, member, shareholder of agent, of the Company or any Guarantor, as such, shall have any liability for any obligations of the Company under the Notes or the Indenture or any obligations of such Guarantor under its Guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations. Each Holder by accepting a Note waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes and the Guarantees.

14. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the face of this Note.

15. Abbreviations

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

16. Holders' Compliance with Registration Rights Agreement.

Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement, including, without limitation, the obligations of the Holders with respect to a registration and the indemnification of the Company to the extent provided therein.

17. CUSIP Numbers

Pursuant to the recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use such CUSIP numbers in notices as a convenience to Holders of Notes. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

The Company shall furnish to any Holder of a Note upon written request and without charge to such Holder of a Note a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to:

Dollar General Corporation 100 Mission Ridge Goodlettsville, Tennessee 37072 Attention: Barbara Springer

ASSIGNMENT FORM

To assign this Note, complete the form below:

I or we assign and transfer this Note to:

[Print or type assignee's name, address and zip code]

[Insert assignee's soc. sec. or tax I.D. No.]

and irrevocably appoint _____ agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:_____ Your Signature:_____

Sign exactly as your name appears on the face of this Note.

OPTION TO ELECT REPAYMENT ON JUNE 15, 2005

The undersigned hereby irrevocably requests and instructs the Company to repay the within or attached Note (or portion thereof specified below) pursuant to its terms at a price equal to the principal amount thereof to be repaid, together with interest thereon to June 15, 2005, to the undersigned at

(Please Print or Type Name, Address and Telephone Number of the Undersigned)

For the within or attached Note to be repaid, the Company must receive at the office of its Paying Agent in New York, New York or Nashville, Tennessee, during the period beginning on April 15, 2005 and ending at 5:00 p.m. (New York City time) on May 15, 2005 (or, if May 15, 2005 is not a Business Day, the next succeeding Business Day), this Note with this "Option to Elect Repayment on June 15, 2005" form duly completed. Any such notice received by the Company during the period beginning April 15, 2005 and ending at 5:00 p.m. (New York City time) on May 15, 2005 (or, if May 15, 2005 is not a Business Day, the next succeeding Business Day) shall be irrevocable. No transfer or exchange of this Note (or, in the event that this Note is to be repaid in part, such portion of this Note to be repaid) will be permitted after such notice is received by the Company.

If less than the entire principal amount of the within or attached Note is to be repaid, specify the portion thereof (which shall be $1,000 or an integral multiple of $1,000) which the Holder elects to have repaid:
$_____; and specify the denomination or denominations (which shall be $1,000 or an integral multiple of $1,000) of the Note or Notes to be issued to the Holder for the portion of the within attached Note not being repaid (in the absence of any such specification, one such Note shall be issued for the portion not being repaid): $_____.

Date:_____ Your Signature:_____

Sign exactly as your name appears on the face of this Note.

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION

OF TRANSFER OF RESTRICTED NOTES

This certificate relates to $_____ principal amount of Notes held in (check applicable space) _____ book-entry or _____ definitive form by the undersigned.

The undersigned (check one box below):

[ ] has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above) and the Company has consented to the exchange; or

[ ] has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

The undersigned confirms that such Notes are being (check on box below):

(1) [ ] acquired for the undersigned's own account, without transfer (in satisfaction of Section 2.06(a)(ii)(A) of the Indenture); or

(2) [ ] transferred to the Company;

(3) [ ] transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended; or

(4) [ ] transferred pursuant to and in compliance with Regulation S under the Securities Act of 1933, as amended; or

(5) [ ] transferred pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended; or

(6) [ ] transferred pursuant to an effective registration statement under the Securities Act of 1933, as amended.

Unless one of the boxes is checked, the Trustee shall refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof; provided, however, that if box (3), (4) or (5) is checked, the Company or the Trustee may require evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the legend on the face of this Note.

Signature

Signature Guarantee:

Guaranteed:

EXHIBIT C

[FORM OF LETTER TO BE DELIVERED BY INSTITUTIONAL ACCREDITED INVESTORS]

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072-2170

Credit Suisse First Boston Corporation,
As Representative of the several Initial Purchasers 11 Madison Avenue
New York, NY 10010-3629

Ladies and Gentlemen:

We are delivering this letter in connection with an offering of 8 5/8% Notes due June 15, 2010 (the "Notes") of Dollar General Corporation, a Tennessee corporation (the "Company"), as described in the Confidential Offering Circular (the "Offering Circular") relating to the offering.

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501(a)(1), (2) or (3) under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(1), (2) or (3) under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) any purchase of the Notes by us shall be for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank", within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring the Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) in the event that we purchase any of the Notes, we shall acquire Notes having a minimum purchase price of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing the Notes;

(v) we are not acquiring the Notes with a view to distribution thereof or with any present intention of offering or selling any of the Notes, except inside the United States in accordance with Rule 144A under the Securities Act or outside the United States in accordance

with Regulation S under the Securities Act, as provided below; provided that the disposition of our property and the property of any accounts for which we are acting as fiduciary shall remain at all times within our control; and

(vi) we have received a copy of the Offering Circular relating to the offering of the Notes and acknowledge that we have had access to such financial and other information, and have been afforded the opportunity to ask such questions of representatives of the Company and receive answers thereto, as we deem necessary in connection with our decision to purchase the Notes.

We understand that the Notes are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that if in the future we decide to resell, pledge or otherwise transfer such Notes, such Notes may be offered, resold, pledged or otherwise transferred only (i) to Dollar General, (ii) in the United States to a person who we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in a transaction in accordance with Rule 904 under the Securities Act, (iv) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each of cases (i) through (v), in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction. We understand that the registrar and transfer agent for the Notes, shall not be required to accept for registration of transfer any Notes acquired by us, except upon presentation of evidence satisfactory to the Company and the transfer agent that the foregoing restrictions on transfer have been complied with. We further understand that any Notes acquired by us shall be in the form of definitive physical certificates and that such certificates shall bear a legend reflecting the substance of this paragraph.

We acknowledge that you, the Company and others shall rely upon our confirmations, acknowledgements and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

THIS LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE

LAWS OF THE STATE OF NEW YORK.

Date:

(Name of Purchaser)

By:

Name:

Title:
Address:

EXHIBIT D

[FORM OF NOTATION ON NOTE RELATING TO GUARANTEE]

Subject to Section 10.05 of the Indenture, each Guarantor hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, the Notes and the Obligations of the Company under the Notes or under the Indenture, that: (a) the principal of, and interest and Additional Interest, if any, on, the Notes shall be promptly paid in full when due, subject to any applicable grace period, whether at maturity, by acceleration or otherwise, and interest on overdue principal, interest on any interest, if any, and interest on any Additional Interest, if any, on the Notes and all other payment Obligations of the Company to the Holders or the Trustee under the Indenture or under the Notes shall be promptly paid in full and performed, all in accordance with the terms thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other payment Obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, subject to any applicable grace period, whether at stated maturity, by acceleration or otherwise. Failing payment when so due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

The obligations of the Guarantors to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article X of the Indenture, and reference is hereby made to such Indenture for the precise terms of this Guarantee. The terms of Article X of the Indenture are incorporated herein by reference. This Guarantee is subject to release as and to the extent provided in Section 10.04 of the Indenture.

This is a continuing Guarantee and shall remain in full force and effect and shall be binding upon each Guarantor and its respective successors and assigns to the extent set forth in the Indenture until full and final payment of all of the Company's Obligations under the Notes and the Indenture, or until released as and to the extent provided in Section 10.04 of the Indenture, and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges herein conferred upon that party shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions hereof. This is a Guarantee of payment and not a guarantee of collection.

Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except by complete performance of the Obligations contained in the Notes and the Indenture.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note upon which this Guarantee is noted shall have been executed by the Trustee under the Indenture by the manual signature of one of its authorized officers.

For purposes hereof, each Guarantor's liability shall be limited to the lesser of (i) the aggregate amount of the Obligations of the Company under the Notes and the Indenture and (ii) the maximum amount that shall result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent transfer or conveyance under applicable law of any relevant jurisdiction.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York.

Capitalized terms used herein have the same meanings given in the Indenture unless otherwise indicated.

DOLGENCORP, INC.

By:

Name: Wade Smith Title: Treasurer

DOLGENCORP OF TEXAS, INC.

By:

Name: Wade Smith Title: Treasurer

DG LOGISTICS, LLC
By: Dolgencorp, Inc., its Managing Member

By:

Name: Wade Smith Title: Treasurer

DADE LEASE MANAGEMENT, INC.

By:

Name: Wade Smith Title: Treasurer

DOLLAR GENERAL PARTNERS
By: Dolgencorp, Inc., a general partner

By:

Name: Wade Smith Title: Treasurer

By: Dade Lease Management, Inc., a general partner

By:
Name: Wade Smith Title: Treasurer

By: Dollar General Financial, Inc., a
general partner

By:
Name: Wade Smith Title: Treasurer

DOLLAR GENERAL FINANCIAL, INC.

By:

Name: Wade Smith Title: Treasurer

NATIONS TITLE COMPANY, INC.

By:

Name: Robert C. Layne Title: Secretary

DOLLAR GENERAL INTELLECTUAL PROPERTY, L.P.
By: Dade Lease Management, Inc., its
General Partner

By:

Name: Wade Smith Title: Treasurer

EXHIBIT E

**[FORM OF SUPPLEMENTAL INDENTURE
RELATING TO ADDITIONAL GUARANTEES]**

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of _____, _____ among Dollar General Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Tennessee; Dolgencorp, Inc., a Kentucky corporation; Dolgencorp of Texas, Inc., a Kentucky corporation; DG Logistics, LLC, a Tennessee limited liability company; Dade Lease Management, Inc., a Delaware corporation; Dollar General Partners, a Kentucky general partnership; Dollar General Financial, Inc., a Tennessee corporation; Nations Title Company, Inc., a Tennessee corporation; and Dollar General Intellectual Property, L.P., a Vermont limited partnership [add other Existing Guarantors, if any] (collectively, the "Existing Guarantors"); _____, a _____ [corporation], (the "Additional Guarantor" and, together with the Existing Guarantors, the "Guarantors") and First Union National Bank, a national banking association, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of June 21, 2000, providing for the issuance of an aggregate principal amount of $200,000,000 of 8 5/8% Notes due June 15, 2010 (the "Notes");

WHEREAS, Section 4.06 and Article X of the Indenture provide that under certain circumstances the Company may or must cause certain of its Subsidiaries to execute and deliver to the Trustee a supplement to the Indenture pursuant to which such Subsidiaries shall unconditionally guarantee all of the Company's Obligations under the Notes pursuant to a Guarantee on the terms and conditions set forth herein; and

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

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

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

2. Agreement to Guarantee. The Additional Guarantor hereby agrees, jointly and severally with all other Guarantors, to unconditionally guarantee the Company's Obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in Article X of the Indenture and to be bound by all other applicable provisions of the Indenture

and the Notes. The Additional Guarantor hereby agrees that its Guarantee shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee. This Guarantee is subject to release as and to the extent provided in Section 10.04 of the Indenture. This Guarantee shall remain in full force and effect irrespective of the release of the Guarantee of any Guarantor other than the Additional Guarantor as provided in Section 10.04 of the Indenture.

3. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, partner, member, shareholder or agent of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations. Each Holder by accepting a Note waives and releases all such liability. Such waiver and release form a part of the consideration for issuance of the Notes and the Guarantees.

4. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

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

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the correctness of the recitals of fact contained herein, all of which recitals are made solely by the Additional Guarantor.

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

[ADDITIONAL GUARANTOR]

By:

Name:

Title:

DOLLAR GENERAL CORPORATION

By:

Name:

Title:

DOLGENCORP, INC.

By:

Name:

Title:

DOLGENCORP OF TEXAS, INC.

By:

Name:

Title:

DG LOGISTICS, LLC
By: Dolgencorp, Inc., its Managing Member

By:

Name:

Title:

DADE LEASE MANAGEMENT, INC.

By:

Name:

Title:

DOLLAR GENERAL PARTNERS
By: Dolgencorp, Inc., a general partner

By:

Name:

Title:

E-3

By: Dade Lease Management, Inc., a general partner

By:
Name:

Title:

By: Dollar General Financial, Inc., a
general partner

By:

Name:

Title:

DOLLAR GENERAL FINANCIAL, INC.

By:

Name:

Title:

NATIONS TITLE COMPANY, INC.

By:

Name:

Title:

DOLLAR GENERAL INTELLECTUAL PROPERTY, L.P.
By: Dade Lease Management, Inc., its
General Partner

By:

Name:

Title:

[ADD SIGNATURE LINES FOR OTHER EXISTING GUARANTORS, IF ANY]

FIRST UNION NATIONAL BANK,
as Trustee

By:

Name:

Title:

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of July 28, 2000 among: Dollar General Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Tennessee; Dolgencorp, Inc., a Kentucky corporation; Dolgencorp of Texas, Inc., a Kentucky corporation; DG Logistics, LLC, a Tennessee limited liability company; Dade Lease Management, Inc., a Delaware corporation; Dollar General Partners, a Kentucky general partnership; Dollar General Financial, Inc., a Tennessee corporation; Nations Title Company, Inc., a Tennessee corporation; and Dollar General Intellectual Property, L.P., a Vermont limited partnership (collectively, the "Existing Guarantors"); The Greater Cumberland Insurance Company, a Vermont corporation (the "Additional Guarantor" and, together with the Existing Guarantors, the "Guarantors"); and First Union National Bank, a national banking association, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of June 21, 2000, providing for the issuance of an aggregate principal amount of $200,000,000 of 8 5/8% Notes due June 15, 2010 (the "Notes");

WHEREAS, Section 4.06 and Article X of the Indenture provide that under certain circumstances the Company may or must cause certain of its Subsidiaries to execute and deliver to the Trustee a supplement to the Indenture pursuant to which such Subsidiaries shall unconditionally guarantee all of the Company's Obligations under the Notes pursuant to a Guarantee on the terms and conditions set forth herein; and

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

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

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

2. Agreement to Guarantee. The Additional Guarantor hereby agrees, jointly and severally with all other Guarantors, to unconditionally guarantee the Company's Obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in Article X of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes. The Additional Guarantor hereby agrees that its Guarantee shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee. This Guarantee is subject to release as and to the extent provided in Section 10.04 of the Indenture. This Guarantee shall remain in full force and effect irrespective of the

release of the Guarantee of any Guarantor other than the Additional Guarantor as provided in Section 10.04 of the Indenture.

3. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, partner, member, shareholder or agent of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations. Each Holder by accepting a Note waives and releases all such liability. Such waiver and release form a part of the consideration for issuance of the Notes and the Guarantees.

4. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

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

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the correctness of the recitals of fact contained herein, all of which recitals are made solely by the Additional Guarantor.

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

THE GREATER CUMBERLAND INSURANCE COMPANY

By: /s/ Robert C. Layne
Name: Robert C. Layne
Title: Secretary

DOLLAR GENERAL CORPORATION

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

DOLGENCORP, INC.

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

DOLGENCORP OF TEXAS, INC.

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

DG LOGISTICS, LLC
By: Dolgencorp, Inc., its Managing Member

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

DADE LEASE MANAGEMENT, INC.

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

DOLLAR GENERAL PARTNERS
By: Dolgencorp, Inc., a general partner

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

By: Dade Lease Management, Inc., a general partner

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

By: Dollar General Financial, Inc., a general partner

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

DOLLAR GENERAL FINANCIAL, INC.

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

NATIONS TITLE COMPANY, INC.

By: /s/ Robert C. Layne
Name: Robert C. Layne
Title: Secretary

DOLLAR GENERAL INTELLECTUAL PROPERTY, L.P.
By: Dade Lease Management, Inc., its General Partner

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

FIRST UNION NATIONAL BANK,

as Trustee

By: /s/ Susan K. Baker

Name: Susan K. Baker
Title: Vice President

EXHIBIT 4.2

EXECUTION COPY

DOLLAR GENERAL CORPORATION

$200,000,000

8 5/8% NOTES DUE JUNE 15, 2010

REGISTRATION RIGHTS AGREEMENT

June 21, 2000

Credit Suisse First Boston Corporation
Merrill Lynch, Pierce, Fenner & Smith Incorporated Banc of America Securities LLC
Wachovia Securities, Inc.
c/o Credit Suisse First Boston Corporation Eleven Madison Avenue
New York, New York 10010-3629

Dear Ladies and Gentlemen:

Dollar General Corporation, a Tennessee corporation (the "ISSUER"), proposes to issue and sell to Credit Suisse First Boston Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and Wachovia Securities, Inc. (collectively, the "INITIAL PURCHASERS"), upon the terms set forth in a purchase agreement dated June 16, 2000 (the "PURCHASE AGREEMENT"), $200,000,000 aggregate principal amount of its 8 5/8% Notes due June 15, 2010 (the "INITIAL NOTES") to be guaranteed (the "GUARANTEES" and, together with the Initial Notes, the "INITIAL SECURITIES") by Dolgencorp, Inc., a Kentucky corporation; Dolgencorp of Texas, Inc., a Kentucky corporation; DG Logistics, LLC, a Tennessee limited liability company; Dade Lease Management, Inc., a Delaware corporation; Dollar General Partners, a Kentucky general partnership; Dollar General Financial, Inc., a Tennessee corporation; Nations Title Company, Inc., a Tennessee corporation; Dollar General Intellectual Property, L.P., a Vermont limited partnership; and any subsidiary (each, an "ADDITIONAL GUARANTOR") of the Issuer that executes a supplemental indenture that provides a guarantee of the Securities (as defined below) and the Indenture after the date of this Agreement (the "GUARANTORS" and, collectively with the Issuer, the "COMPANIES"). The Initial Securities will be issued pursuant to an Indenture, dated as of June 21, 2000 (the "INDENTURE"), among the Companies and First Union National Bank, as trustee (the "TRUSTEE"). As an inducement to the Initial Purchasers to enter into the Purchase Agreement, the Companies agree with the Initial Purchasers, for the benefit of the Initial Purchasers and the holders of the Securities (as defined below) (collectively the "HOLDERS"), as follows:

1. Registered Exchange Offer. Unless not permitted by applicable law (after the Companies have complied with the ultimate paragraph of this Section
1), the Companies shall, at their own cost, prepare and, not later than 90 days
(or if such 90th day is not a business day, the first business day thereafter) (such 90th day being a "FILING DEADLINE") after the date on which the Initial Purchasers purchase the Initial Securities pursuant to the Purchase Agreement (the "CLOSING DATE"), file with the Securities and Exchange Commission (the "COMMISSION") a registration statement (the "EXCHANGE OFFER REGISTRATION STATEMENT") on an appropriate form under the Securities Act of 1933, as amended (the "SECURITIES ACT"), with respect to a proposed offer (the "REGISTERED EXCHANGE OFFER") to the Holders of Transfer Restricted Securities (as defined in
Section 6 hereof), who are not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer, to issue and deliver to such Holders, in exchange for the Initial Securities, a like aggregate principal amount of debt securities and guarantees of the Companies issued under the Indenture, identical in all material respects to the Initial Securities (except for the transfer restrictions relating to the Initial Securities and the provisions relating to the matters described in Section 6 hereof) and registered under the Securities Act (the "EXCHANGE SECURITIES"). The Companies shall use their reasonable best efforts to (i) cause such Exchange Offer Registration Statement to become effective under the Securities Act within 180 days after the Closing Date (or if such 180th day is not a business day, the first business day thereafter) (such 180th day being an "EFFECTIVENESS DEADLINE") and (ii) keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date notice of the Registered Exchange Offer is mailed to the Holders (such period being called the "EXCHANGE OFFER REGISTRATION PERIOD").

If the Companies commence the Registered Exchange Offer, the Companies
(i) will be entitled to consummate the Registered Exchange Offer 30 days after such commencement (provided that the Companies have accepted all the Initial Securities theretofore validly tendered in accordance with the terms of the Registered Exchange Offer) and (ii) will be required to consummate the Registered Exchange Offer no later than 40 days after the date on which the Exchange Offer Registration Statement is declared effective (such 40th day being the "CONSUMMATION DEADLINE").

Following the declaration of the effectiveness of the Exchange Offer Registration Statement, the Companies shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder of Transfer Restricted Securities electing to exchange the Initial Securities for Exchange Securities (assuming that such Holder is not an affiliate of the Companies within the meaning of the Securities Act, acquires the Exchange Securities in the ordinary course of such Holder's business and has no arrangements with any person to participate in the distribution of the Exchange Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act (other than the prospectus delivery requirements referred to in clause (i) of the next paragraph, if and to the extent applicable) and without material restrictions under the securities laws of the several states of the United States.

The Companies acknowledge that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, in the absence of an applicable exemption therefrom, (i) each Holder that is a broker-dealer electing to exchange Initial Securities, acquired for its own account as a result of market making activities or other trading activities, for Exchange Securities (an "EXCHANGING DEALER"), is required to deliver a prospectus containing information substantially to the effect set forth in (a) Annex A hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section, and (b) Annex B hereto in the "Plan of Distribution" section of such prospectus in connection with a sale of any such Exchange Securities received by such Exchanging Dealer pursuant to the Registered Exchange Offer and (ii) an Initial Purchaser that elects to sell Securities acquired in exchange for Initial Securities constituting any portion of an unsold allotment is required to deliver a prospectus containing the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in connection with such sale.

The Companies shall, subject to Section 6(b) hereof, use their reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein, in order to permit such prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Securities; provided, however, that (i) in the case where such prospectus and any amendment or supplement thereto must be delivered by an Exchanging Dealer or an Initial Purchaser, such period shall be the lesser of 180 days and the date on which all Exchanging Dealers and the Initial Purchasers have sold all Exchange Securities held by them (unless such period is extended pursuant to Section 3(j) below) and (ii) the Companies shall make such prospectus and any amendment or supplement thereto available to any broker-dealer for use in connection with any resale of any Exchange Securities for a period of not less than 180 days after the consummation of the Registered Exchange Offer.

If, upon consummation of the Registered Exchange Offer, any Initial Purchaser holds Initial Securities acquired by it as part of its initial distribution, the Companies, simultaneously with the delivery of the Exchange Securities pursuant to the Registered Exchange Offer, shall issue and deliver to such Initial Purchaser upon the written request of such Initial Purchaser, in exchange (the "PRIVATE EXCHANGE") for the Initial Securities held by such Initial Purchaser, a like principal amount of debt securities of the Companies issued under the Indenture and identical in all material respects (including the existence of restrictions on transfer under the Securities Act and the securities laws of the several states of the United States) to the Initial Securities (the "PRIVATE EXCHANGE SECURITIES"). The Initial Securities, the Exchange Securities and the Private Exchange Securities are herein collectively called the "SECURITIES".

In connection with the Registered Exchange Offer, the Companies shall:

(a) mail to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date notice thereof is mailed to the Holders;

(c) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York, which may be the Trustee or an affiliate of the Trustee;

(d) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last business day on which the Registered Exchange Offer shall remain open; and

(e) otherwise comply with all applicable laws.

As soon as practicable after the close of the Registered Exchange Offer or the Private Exchange, as the case may be, the Companies shall:

(x) accept for exchange all the Securities validly tendered and not withdrawn pursuant to the Registered Exchange Offer and the Private Exchange;

(y) deliver to the Trustee for cancellation all the Initial Securities so accepted for exchange; and

(z) cause the Trustee to authenticate and deliver promptly to each Holder of the Initial Securities, Exchange Securities or Private Exchange Securities, as the case may be, equal in principal amount to the Initial Securities of such Holder so accepted for exchange.

The Indenture will provide that the Exchange Securities will not be subject to the transfer restrictions set forth in the Indenture and that all the Securities will vote and consent together on all matters as one class and that none of the Securities will have the right to vote or consent as a class separate from one another on any matter.

Interest on each Exchange Security and Private Exchange Security issued pursuant to the Registered Exchange Offer and in the Private Exchange will accrue from the last interest payment date on which interest was paid on the Initial Securities surrendered in exchange therefor or, if no interest has been paid on the Initial Securities, from the date of original issue of the Initial Securities.

Each Holder participating in the Registered Exchange Offer shall be required to represent to the Companies that at the time of the consummation of the Registered Exchange Offer (i) any Exchange Securities received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the distribution of the Securities or the Exchange Securities within the meaning of the Securities Act, (iii) such Holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Companies or if it is an affiliate, such Holder will comply with the registration and prospectus

delivery requirements of the Securities Act to the extent applicable, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Securities and (v) if such Holder is a broker-dealer, that it will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities and that it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities.

Notwithstanding any other provisions hereof, the Companies will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If following the date hereof there has been announced a change in Commission policy with respect to exchange offers that in the reasonable opinion of counsel to the Companies raises a substantial question as to whether the Registered Exchange Offer is permitted by applicable federal law, the Companies will seek a no-action letter or other favorable decision from the Commission allowing the Companies to consummate the Registered Exchange Offer. The Companies will pursue the issuance of such a decision to the Commission staff level. In connection with the foregoing, the Companies will take all such other actions as may be requested by the Commission or otherwise required in connection with the issuance of such decision, including without limitation (i) participating in telephonic conferences with the Commission, (ii) delivering to the Commission staff an analysis prepared by counsel to the Companies setting forth the legal bases, if any, upon which such counsel has concluded that the Registered Exchange Offer should be permitted and (iii) diligently pursuing a resolution (which need not be favorable) by the Commission staff.

2. Shelf Registration. If, (i) because of any change in law or in applicable interpretations thereof by the staff of the Commission, the Companies are not permitted to effect a Registered Exchange Offer, as contemplated by
Section 1 hereof, (ii) the Registered Exchange Offer is not consummated within 220 days after the Closing Date, (iii) any Initial Purchaser so requests within 10 business days following the consummation of the Registered Exchange Offer with respect to the Initial Securities (or the Private Exchange Securities) not eligible to be exchanged for Exchange Securities in the Registered Exchange Offer and held by it following consummation of the Registered Exchange Offer or
(iv) any Holder (other than an Exchanging Dealer) shall notify the Companies within 10 business days following the consummation of the Registration Exchange Offer that it is not eligible to participate in the Registered Exchange Offer or, in the case of any Holder (other than an Exchanging Dealer) that participates in the Registered Exchange Offer, such Holder does not receive freely tradeable Exchange Securities on the date of

the exchange, the Companies shall take the following actions (the date on which any of the conditions described in the foregoing clauses (i) through (iv) occur, including in the case of clauses (iii) or (iv), the receipt of the required notice, being a "TRIGGER DATE"):

(a) The Companies shall, at their cost, promptly (but in no event more than 90 days after the Trigger Date (such 90th day being a "FILING DEADLINE")) file with the Commission and thereafter use their reasonable best efforts to cause to be declared effective promptly (but in no event more than 180 days after the Trigger Date (such 180th day being an "EFFECTIVENESS DEADLINE")) a registration statement (the "SHELF REGISTRATION STATEMENT" and, together with the Exchange Offer Registration Statement, a "REGISTRATION STATEMENT") on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities by the Holders thereof from time to time in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act (hereinafter, the "SHELF REGISTRATION"); provided, however, that no Holder (other than an Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Companies shall use their reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein to be lawfully delivered by the Holders of the relevant Securities, for a period of two years (or for such longer period if extended pursuant to Section 3(j) below) from the date of its effectiveness or such shorter period that will terminate when all the Securities covered by the Shelf Registration Statement (i) have been sold pursuant thereto or (ii) are no longer restricted securities (as defined in Rule 144 under the Securities Act, or any successor rule thereof); provided, however, that the Companies shall not be obligated to keep the Shelf Registration Statement continuously effective to the extent set forth above, or to keep the prospectus included therein usable for offers and sales of Securities, if (i) the Companies determine, in their reasonable judgment, after seeking the advice of counsel, that the continued effectiveness of the Shelf Registration Statement or usability of any prospectus included therein would (x) require the disclosure of material information, which the Companies have a bona fide business reason for preserving as confidential, or (y) interfere with any financing, acquisition, corporate reorganization or other material transaction or development involving any of the Companies or the contemplated timing thereof, and
(ii) the Companies promptly thereafter comply with the requirements of
Section 3(j) hereof, if applicable. The number of days of any actual Suspension Period (as defined below) shall be added on to the end of the two-year period specified above. Any such period during which the Companies are excused from keeping the Shelf Registration Statement effective and the prospectus included therein usable for offers and sales of Securities is referred to herein as a "SUSPENSION PERIOD." A Suspension Period shall commence on and include the date that the Companies give notice that the Shelf Registration Statement is no longer effective or the prospectus included therein is no longer usable for offers and sales of Securities and shall end on the earlier to occur of (1) the date on which each seller of Securities covered by the Shelf

Registration Statement either receives the copies of the supplemented or amended prospectus contemplated by Section 3(j) hereof or is advised in writing by the Companies that the use of the prospectus may be resumed, and (2) the occurrence of a Suspension Period Limit (as defined below). There shall be no more than three Suspension Periods in any 12-month period, the aggregate number of days of such Suspension Periods shall not exceed 90 days in such 12 month period (collectively, the "SUSPENSION PERIOD LIMITS") and no Suspension Period shall exceed 60 days. The Companies shall be deemed not to have used their reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if they voluntarily take any action (other than an action permitted by this Section 2(b) or by Section 6(b) hereof) that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless such action is required by applicable law.

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Companies shall cause the Shelf Registration Statement and the related prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. Registration Procedures. In connection with any Shelf Registration contemplated by Section 2 hereof and, to the extent applicable, any Registered Exchange Offer contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Companies shall (i) furnish to each Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and, in the event that an Initial Purchaser (with respect to any portion of an unsold allotment from the original offering) is participating in the Registered Exchange Offer or the Shelf Registration Statement, the Companies shall use their reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as such Initial Purchaser reasonably may propose; (ii) include information substantially to the effect set forth in Annex A hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Annex B hereto in the "Plan of Distribution" section of the prospectus forming a part of the Exchange Offer Registration Statement and include the information set forth in Annex C hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; (iii) if requested by an Initial Purchaser, include the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in the prospectus forming a part of the Exchange Offer Registration Statement; (iv) include within the prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," reasonably acceptable to the Initial Purchasers, which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the

potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of Exchange Securities received by such broker-dealer in the Registered Exchange Offer (a "PARTICIPATING BROKER-DEALER"), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel (which may be in-house counsel), represent the prevailing views of the staff of the Commission; and (v) in the case of a Shelf Registration Statement, include the names of the Holders who propose to sell Securities pursuant to the Shelf Registration Statement as selling securityholders.

(b) The Companies shall give written notice to the Initial Purchasers, when the Registration Statement or any amendment thereto has been filed with the Commission and shall give written notice to the Initial Purchasers and (x) in the case of a Shelf Registration Statement, the Holders of the Securities covered thereby or (y) in the case of an Exchange Offer Registration Statement, the Holders of the Initial Securities and any Participating Broker-Dealer from whom the Companies have received prior written notice that it will be a Participating Broker-Dealer in the Registered Exchange Offer (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when the Registration Statement or any post-effective amendment thereto has been declared effective by the Commission;

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Companies or their legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the occurrence of any event, including, without limitation, any event resulting in a Suspension Period, that requires the Companies to make changes in the Registration Statement or the prospectus in order that the Registration Statement or the prospectus do not contain an untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus, in light of the circumstances under which they were made) not misleading.

(c) The Companies shall use their reasonable best efforts to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Registration Statement.

(d) The Companies shall furnish to each Holder of Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(e) The Companies shall deliver to each Exchanging Dealer and each Initial Purchaser, and to any other Holder who so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if any Initial Purchaser or any such Holder requests, all exhibits thereto (including those incorporated by reference).

(f) The Companies shall, during the Shelf Registration Period, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the prospectus (including each preliminary prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request. The Companies consent, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Companies shall deliver to each Initial Purchaser, any Exchanging Dealer, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement and any amendment or supplement thereto as such persons may reasonably request. The Companies consent, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by any Initial Purchaser, if necessary, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer in connection with the offering and sale of the Exchange Securities covered by the prospectus, or any amendment or supplement thereto, included in such Exchange Offer Registration Statement.

(h) Prior to any public offering of the Securities pursuant to any Registration Statement, the Companies shall register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or "blue sky" laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by such Registration Statement;

provided, however, that the Companies shall not be required to (i) qualify generally to do business in any jurisdiction where they are not then so qualified or (ii) take any action which would subject them to general service of process or to taxation in any jurisdiction where they are not then so subject.

(i) The Companies shall cooperate with the Holders of the Securities to facilitate the timely transfer of the Securities to be sold pursuant to any Registration Statement free of any restrictive legends and, to the extent consistent with the terms of the Indenture, facilitate the timely preparation and delivery of certificates representing the Securities in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to such Registration Statement.

(j) Upon the occurrence of any event (other than an event resulting in a Suspension Period, in which case the Companies must comply with this Section 3(j) within 90 days of the termination of such Suspension Period) contemplated by paragraphs (ii) through (v) of Section 3(b) above during the period for which the Companies are required to maintain an effective Registration Statement, the Companies shall, subject to Section 6(b) hereof, promptly prepare and file a post-effective amendment to the Registration Statement or a supplement to the related prospectus and any other required document so that, as thereafter delivered to Holders of the Securities or purchasers of the Securities, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Companies notify the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer in accordance with paragraphs (ii) through (v) of Section 3(b) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Initial Purchasers, the Holders of the Securities and any such Participating Broker-Dealers shall suspend use of such prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 2(b) above and the Exchange Offer Registration Statement provided for in Section 1 above shall each be extended by the number of days from and including the date of the giving of such notice to and including the date when the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer shall have received such amended or supplemented prospectus pursuant to this Section 3(j).

(k) Not later than the effective date of the applicable Registration Statement, the Companies will provide a CUSIP number for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, and provide the applicable trustee with printed certificates for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, in a form eligible for deposit with The Depository Trust Company.

(l) The Companies will comply with all rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the

Shelf Registration, and the Companies will make generally available to its security holders (or otherwise provide in accordance with Section 11 (a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Companies' first fiscal quarter commencing after the effective date of the Registration Statement, which statement shall cover such 12-month period.

(m) The Companies shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Companies shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(n) The Companies may require each Holder of Securities to be sold pursuant to the Shelf Registration Statement to furnish to the Companies such information regarding the Holder and the distribution of the Securities as the Companies may from time to time reasonably require for inclusion in the Shelf Registration Statement, and the Companies may exclude from such registration the Securities of any Holder that unreasonably fails to furnish such information within a reasonable time after receiving such request. The failure to include in the Shelf Registration Statement any Holder who shall have not provided all such information shall not constitute a Registration Default (as defined in Section 6(a) hereof). The Companies may require each Holder as to which a Shelf Registration Statement is effected to furnish, update or confirm promptly to the Companies information regarding the Holder and the distribution of Securities required to be disclosed in order to make the information previously furnished to the Companies by such Holder not materially misleading.

(o) The Companies shall enter into such customary agreements
(including, if requested, an underwriting agreement in customary form) and take all such other action, if any, as any Holder of the Securities shall reasonably request in order to facilitate the disposition of the Securities pursuant to any Shelf Registration.

(p) In the case of any Shelf Registration, the Companies shall
(i) make reasonably available for inspection by the Holders of the Securities, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders of the Securities or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Companies and (ii) cause the Companies' officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders of the Securities or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; provided, however, that the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by you and on behalf of

the other parties, by one counsel designated by and on behalf of such other parties as described in Section 4 hereof.

(q) In the case of any Shelf Registration, the Companies, if requested by any Holder of Securities covered thereby, shall cause (i) their counsel to deliver an opinion and updates thereof relating to the Securities in customary form (including customary assumptions and exceptions) and substance substantially similar to that customarily delivered in public offerings of securities addressed to such Holders and the managing underwriters, if any, thereof and dated, in the case of the initial opinion, the effective date of such Shelf Registration Statement (it being agreed that the matters to be covered by such opinion shall include, without limitation, the due incorporation and good standing of the Companies; the qualification of the Companies to transact business as foreign corporations in each jurisdiction that is material to the business or operations of such Companies; the due authorization, execution and delivery of the relevant agreement of the type referred to in Section 3(o) hereof; the due authorization, execution, authentication and issuance, and the validity and enforceability, of the applicable Securities; the absence of material legal or governmental proceedings involving the Companies; the absence of governmental approvals required to be obtained in connection with the Shelf Registration Statement, the offering and sale of the applicable Securities, or any agreement of the type referred to in Section 3(o) hereof; the compliance as to form of such Shelf Registration Statement and any documents incorporated by reference therein and of the Indenture with the requirements of the Securities Act and the Trust Indenture Act, respectively; and, as of the date of the opinion and as of the effective date of the Shelf Registration Statement or most recent post-effective amendment thereto, as the case may be, the absence from such Shelf Registration Statement and the prospectus included therein, as then amended or supplemented, and from any documents incorporated by reference therein of an untrue statement of a material fact or the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any such documents, in the light of the circumstances existing at the time that such documents were filed with the Commission under the Exchange Act); (ii) their officers to execute and deliver all customary documents and certificates and updates thereof reasonably requested by any underwriters of the applicable Securities and (iii) their independent public accountants to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

(r) In the case of the Registered Exchange Offer, if requested by any Initial Purchaser or any known Participating Broker-Dealer, the Companies shall cause (i) their counsel to deliver to such Initial Purchaser or such Participating Broker-Dealer a signed opinion in the form set forth in Section 6(c)-(d) of the Purchase Agreement with such changes as are customary in connection with the preparation of a Registration Statement and (ii) its independent public accountants to deliver to such Initial Purchaser or such

Participating Broker-Dealer a comfort letter, in customary form, meeting the requirements as to the substance thereof as set forth in Section 6(a) of the Purchase Agreement, with appropriate date changes.

(s) If a Registered Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Initial Securities by Holders to the Companies (or to such other Person as directed by the Companies) in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be, the Companies shall mark, or cause to be marked, on the Initial Securities so exchanged that such Initial Securities are being canceled in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be; in no event shall the Initial Securities be marked as paid or otherwise satisfied.

(t) The Companies will use their reasonable best efforts to
(a) if the Initial Securities have been rated prior to the initial sale of such Initial Securities, confirm such ratings will apply to the Securities covered by a Registration Statement, or (b) if the Initial Securities were not previously rated, cause the Securities covered by a Registration Statement to be rated with the appropriate rating agencies, if so requested by Holders of a majority in aggregate principal amount of Securities covered by such Registration Statement, or by the managing underwriters, if any.

(u) In the event that any broker-dealer registered under the Exchange Act shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Conduct Rules (the "RULES") of the National Association of Securities Dealers, Inc. ("NASD")) thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, the Companies will assist such broker-dealer in complying with the requirements of such Rules, including, without limitation, by
(i) if such Rules, including Rule 2720, shall so require, engaging a "qualified independent underwriter" (as defined in Rule 2720) to participate in the preparation of the Registration Statement relating to such Securities, to exercise usual standards of due diligence in respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities, (ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 5 hereof and (iii) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of the Rules.

(v) The Issuer shall cause each Additional Guarantor upon the creation or acquisition by the Issuer of such Additional Guarantor, to execute a counterpart to this Agreement in the form attached hereto as Annex D and to deliver such counterpart, together with an opinion of counsel as to the enforceability thereof against such entity, to the Initial Purchasers no later than five business days following the execution thereof.

(w) The Companies shall use their reasonable best efforts to take all other steps necessary to effect the registration of the Securities covered by a Registration Statement contemplated hereby.

4. Registration Expenses. (a) All expenses incident to the Companies' performance of and compliance with this Agreement will be borne by the Companies, regardless of whether a Registration Statement is ever filed or becomes effective, including without limitation;

(i) all registration and filing fees and expenses;

(ii) all fees and expenses of compliance with federal securities and state "blue sky" or securities laws;

(iii) all expenses of printing (including printing certificates for the Securities to be issued in the Registered Exchange Offer and the Private Exchange and printing of prospectuses), messenger and delivery services and telephone;

(iv) all fees and disbursements of counsel for the Companies;

(v) all application and filing fees in connection with listing the Exchange Securities on a national securities exchange or automated quotation system pursuant to the requirements hereof; and

(vi) all fees and disbursements of independent certified public accountants of the Companies (including the expenses of any special audit and comfort letters required by or incident to such performance).

The Companies will bear their internal expenses (including, without limitation, all salaries and expenses of their officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any person, including special experts, retained by the Companies.

(b) In connection with any Registration Statement required by this Agreement, the Companies will reimburse the Initial Purchasers and the Holders of Transfer Restricted Securities who are tendering Initial Securities in the Registered Exchange Offer and/or selling or reselling Securities pursuant to the "Plan of Distribution" contained in the Exchange Offer Registration Statement or the Shelf Registration Statement, as applicable, for the reasonable fees and disbursements of not more than one counsel, who shall be Milbank, Tweed, Hadley & McCloy LLP unless another firm shall be chosen by the Holders of a majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

5. Indemnification. (a) The Companies will, jointly and severally, indemnify and hold harmless each Holder of the Securities and any Participating Broker-Dealer and their respective partners, directors, officers, employees and, in the case of transactions pursuant to Section 3(o) hereof, underwriters and each person, if any, who controls such Holder or such Participating

Broker-Dealer within the meaning of the Securities Act or the Exchange Act (each Holder, any Participating Broker-Dealer and such controlling persons are referred to collectively as the "INDEMNIFIED PARTIES") from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; provided, however, that (i) the Companies shall not be liable in any such case to the extent that such loss, claim, damage or liability or action arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Companies by or on behalf of such Indemnified Party or affiliate thereof specifically for inclusion therein; and
(ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to a Shelf Registration, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Holder or Participating Broker-Dealer from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a final prospectus relating to such Securities was required to be delivered by such Holder or Participating Broker-Dealer under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of such Holder or Participating Broker-Dealer results from the fact that there was not sent or given to such person, at or prior to the written confirmation of the sale of such Securities to such person, a copy of the final prospectus (exclusive of any material included therein but not attached thereto) if the Companies had previously furnished copies thereof to such Holder or Participating Broker-Dealer and if the untrue statement or omission or alleged untrue statement or omission was corrected in such final prospectus; provided further, however, that this indemnity agreement will be in addition to any liability which the Companies may otherwise have to such Indemnified Party. The Companies shall also indemnify underwriters, their partners, directors, officers and employees and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by such Holders.

(b) Each Holder of the Securities, severally and not jointly, will indemnify and hold harmless the Companies, each of their respective partners, directors, officers and employees and each person, if any, who controls the Companies within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Companies, or their partners, directors, officers, employees or

controlling persons, may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Companies by or on behalf of such Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Companies for any legal or other expenses reasonably incurred by the Companies, or their partners, directors, officers, employees or controlling persons, in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability which such Holder may otherwise have to the Companies or their partners, directors, officers, employees or controlling persons.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this
Section 5 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 5 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the

indemnifying party or parties on the one hand and the indemnified party on the other from the exchange of the Securities, pursuant to the transactions contemplated by the applicable Registration Statement or prospectus, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Companies on the one hand or such Holder or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding any other provision of this Section 5(d), the Holders of the Securities shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such Holders from the sale of the Securities pursuant to a Registration Statement exceeds the amount of damages which such Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 (f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Companies within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Companies.

(e) The agreements contained in this Section 5 shall survive the sale of the Securities pursuant to a Registration Statement and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

6. Additional Interest Under Certain Circumstances. (a) Additional interest (the "ADDITIONAL INTEREST") with respect to the Initial Securities and the Private Exchange Securities shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (iv) below being herein called a "REGISTRATION DEFAULT"):

(i) any Registration Statement required by this Agreement is not filed with the Commission on or prior to the applicable Filing Deadline;

(ii) any Registration Statement required by this Agreement is not declared effective by the Commission on or prior to the applicable Effectiveness Deadline;

(iii) the Registered Exchange Offer has not been consummated on or prior to the Consummation Deadline; or

(iv) any Registration Statement required by this Agreement has been declared effective by the Commission but (A) such Registration Statement thereafter ceases to be effective or (B) such Registration Statement or the related prospectus ceases to be usable in connection with resales of Transfer Restricted Securities during the periods specified herein because either
(1) any event occurs as a result of which the related prospectus forming part of such Registration Statement would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or (2) it shall be necessary to amend such Registration Statement or supplement the related prospectus, to comply with the Securities Act or the Exchange Act or the respective rules thereunder.

Each of the foregoing will constitute a Registration Default whatever the reason for any such event and whether it is voluntary or involuntary or is beyond the control of the Companies or pursuant to operation of law or as a result of any action or inaction by the Commission.

Additional Interest shall accrue on the Initial Securities and the Private Exchange Securities over and above the interest set forth in the title of the Securities from and including the date on which any such Registration Default shall occur to but excluding the date on which all such Registration Defaults have been cured, at a rate of 0.50% per annum (regardless of the number of Registration Defaults).

(b) A Registration Default referred to in Section 6(a)(iv) hereof shall be deemed not to have occurred and be continuing in relation to a Shelf Registration Statement or the related prospectus during any Suspension Period if
(i) such Registration Default has occurred solely as a result of (x) the filing of a post-effective amendment to such Shelf Registration Statement to incorporate annual audited financial information with respect to the Companies where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related prospectus or (y) other material events, with respect to the Companies that would need to be described in such Shelf Registration Statement or the related prospectus and (ii) in the case of clause (y), the Companies are proceeding promptly and in good faith to amend or supplement such Shelf Registration Statement and related prospectus to describe such events; provided, however, that in any case if such Registration Default occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day such Registration Default occurs until such Registration Default is cured.

(c) Any amounts of Additional Interest due pursuant to Section 6(a) will be payable in cash on the regular interest payment dates with respect to the Securities. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest rate by the principal amount of the Initial Securities or Private Exchange Notes, as the case may be, multiplied by a fraction, the numerator of which is the number of days such Additional Interest

rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360.

(d) "TRANSFER RESTRICTED SECURITIES" means each Security until (i) the date on which such Security has been exchanged by a person other than a broker-dealer for a freely transferable Exchange Security in the Registered Exchange Offer, (ii) following the exchange by a broker-dealer in the Registered Exchange Offer of an Initial Security for an Exchange Security, the date on which such Exchange Security is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement, (iii) the date on which such Security has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement or (iv) the date on which such Security is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act.

7. Rules 144 and 144A. The Companies shall use their reasonable best efforts to file the reports required to be filed by them under the Securities Act and the Exchange Act in a timely manner and, if at any time the Companies are not required to file such reports, they will, upon the request of any Holder of Transfer Restricted Securities, make publicly available other information so long as necessary to permit sales of their Securities pursuant to Rules 144 and 144A. The Companies covenant that they will take such further action as any Holder of Transfer Restricted Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Transfer Restricted Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including the requirements of Rule 144A(d)(4)). The Companies will provide a copy of this Agreement to prospective purchasers of Initial Securities identified to the Companies by the Initial Purchasers upon request. Upon the request of any Holder of Initial Securities, the Companies shall deliver to such Holder a written statement as to whether they have complied with such requirements. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to require the Companies to register any of their securities pursuant to the Exchange Act.

8. Underwritten Registrations. If any of the Transfer Restricted Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering ("MANAGING UNDERWRITERS") will be selected by the Holders of a majority in aggregate principal amount of such Transfer Restricted Securities to be included in such offering.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

9. Miscellaneous.

(a) No Inconsistent Agreements. The Companies will not on or after the date of this Agreement enter into any agreement with respect to their securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Companies' securities under any agreement in effect on the date hereof.

(b) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Companies and the written consent of the Holders of a majority in principal amount of the Securities affected by such amendment, modification, supplement, waiver or consents.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) if to a Holder of the Securities, at the most current address given by such Holder to the Companies;

(2) if to the Initial Purchasers:

Credit Suisse First Boston Corporation Eleven Madison Avenue New York, NY 10010-3629 Fax No.: (212) 325-8278 Attention: Transactions Advisory Group

with a copy to:

Milbank, Tweed, Hadley & McCloy LLP 1 Chase Manhattan Plaza New York, NY 10005 Fax No.: (212) 530-5219 Attention: Arnold B. Peinado, III

(3) if to the Companies, at their address as follows:

c/o Dollar General Corporation 100 Mission Ridge Goodlettsville, TN 37072 Fax No.: (615) 855-5172 Attention: General Counsel

with a copy to:

Bass, Berry & Sims PLC 315 Deaderick Street, Suite 2700 Nashville, TN 37238 Fax No.: (615) 742-2709 Attention: Howard H. Lamar III

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(d) Third Party Beneficiaries. The Holders shall be third party beneficiaries to the agreements made hereunder between the Companies, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent they may deem such enforcement necessary or advisable to protect their rights or the rights of Holders hereunder.

(e) Successors and Assigns. This Agreement shall be binding upon the Companies and their successors and assigns.

(f) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(h) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(i) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(j) Securities Held by the Companies. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Companies or their affiliates (other than subsequent Holders of Securities if such subsequent Holders are deemed to be affiliates solely by reason of their holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Companies a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the several Initial Purchasers and the Companies in accordance with its terms.

Very truly yours,

DOLLAR GENERAL CORPORATION

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

DOLGENCORP, INC.

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

DOLGENCORP OF TEXAS, INC.

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

DG LOGISTICS, LLC
By: Dolgencorp, Inc., its Managing Member

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

DADE LEASE MANAGEMENT, INC.

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

DOLLAR GENERAL PARTNERS
By: Dolgencorp, Inc., a general partner

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

By: Dade Lease Management, Inc., a general partner

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

By: Dollar General Financial, Inc., a general partner

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

DOLLAR GENERAL FINANCIAL, INC.

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

NATIONS TITLE COMPANY, INC.

By: /s/ Robert C. Layne
Name: Robert C. Layne
Title: Secretary

DOLLAR GENERAL INTELLECTUAL PROPERTY, L.P.
By: Dade Lease Management, Inc., its General Partner

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

The foregoing Registration Rights Agreement is hereby confirmed and accepted as of the date first above written.

CREDIT SUISSE FIRST BOSTON CORPORATION
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
BANC OF AMERICA SECURITIES LLC
WACHOVIA SECURITIES, INC.

By: CREDIT SUISSE FIRST BOSTON CORPORATION

By: /s/ Joseph D. Fashano
Name: Joseph D. Fashano
Title: Director

ANNEX A

Each broker-dealer that receives Exchange Securities for its own account in exchange for Initial Securities, where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. See "Plan of Distribution."

ANNEX B

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired as a result of market-making activities or other trading activities. The Companies have agreed that, for a period of 180 days after the Expiration Date, they will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2000, all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus.(1)

The Companies will not receive any proceeds from any sale of Exchange Securities by broker-dealers. Exchange Securities received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Securities. Any broker-dealer that resells Exchange Securities that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Securities may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Securities and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date the Companies will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Companies have agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the Holders of the Securities) other than commissions or concessions of any brokers or dealers and will indemnify the Holders of the Securities (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

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(1) In addition, the legend required by Item 502(e) of Regulation S-K will appear on the back cover page of the Exchange Offer prospectus.

ANNEX C

[ ] CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:

Address:

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Securities. If the undersigned is a broker-dealer that will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Securities; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

ANNEX D

Counterpart To Registration Rights Agreement

The undersigned hereby absolutely, unconditionally and irrevocably agrees (as a "GUARANTOR") to use its best efforts to include its Guarantee in any Registration Statement required to be filed by the Issuer and the Guarantors pursuant to the Registration Rights Agreement, dated as of _____, 2000 (the "REGISTRATION RIGHTS AGREEMENT") by and among Dollar General Corporation, a Tennessee corporation, the guarantors named therein and Credit Suisse First Boston Corporation; to use its best efforts to cause such Registration Statement to become effective as specified in the Registration Rights Agreement; and to otherwise be bound by the terms and provisions of the Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Counterpart as of _____, _____.

[NAME]

By:
Name:

Title:

EXHIBIT 5.1

BASS, BERRY & SIMS PLC
315 DEADERICK STREET
SUITE 2700
NASHVILLE, TN 37238
(615) 742-6200

July 31, 2000

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37027

Re: Dollar General Corporation 8 5/8% Exchange Notes Due June 15, 2010

Ladies and Gentlemen:

We have acted as counsel to Dollar General Corporation, a Tennessee corporation ("Issuer"), and each of Dolgencorp, Inc., a Kentucky corporation, Dolgencorp of Texas, Inc., a Kentucky corporation, DG Logistics, LLC, a Tennessee limited liability company, Dade Lease Management, Inc., a Delaware corporation, Dollar General Partners, a Kentucky general partnership, Dollar General Financial, Inc., a Tennessee corporation, Nations Title Company, Inc., a Tennessee corporation, Dollar General Intellectual Property, L.P., a Vermont limited partnership (each, an "Original Guarantor" and collectively, the "Original Guarantors" and, together with the Issuer, the "Original Companies"), and The Greater Cumberland Insurance Company, a Vermont corporation and a wholly-owned subsidiary of the Issuer ("Greater Cumberland" and, together with the Original Guarantors, the "Guarantors" and, together with the Original Companies, the "Companies"), in connection with the preparation of the Registration Statement on Form S-4 (the "Registration Statement"), and the prospectus forming a part thereof (the "Prospectus"), filed by the Companies with the Securities and Exchange Commission with respect to $200,000,000 aggregate principal amount of the Issuer's 8 5/8% Exchange Notes due June 15, 2010 (the "Exchange Notes") and the related guarantees (the "Guarantees") of the Guarantors. The Exchange Notes and the Guarantees were offered in exchange for the Issuer's issued and outstanding 8 5/8% Notes due June 15, 2010 (the "Old Notes") and related guarantees, all as described in the Registration Statement (the "Exchange Offer"). Unless otherwise defined herein, capitalized terms used herein have the respective meanings ascribed to those terms in the Prospectus.

In connection with this opinion, we have reviewed, among other matters, the following agreements and instruments (the "Transaction Documents"):

(a) the Registration Statement;

(b) the Purchase Agreement (the "Purchase Agreement"), dated as of June 16, 2000, by and among the Original Companies, and Credit Suisse First Boston Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and Wachovia Securities, Inc. (collectively, the "Purchasers");

(c) the Indenture (the "Indenture"), dated as of June 21, 2000, among the Original Companies and First Union National Bank, as trustee ("First Union"), as amended, modified and supplemented by the First Supplemental Indenture, dated as of July 28, 2000, among the Companies and First Union;

(d) the Registration Rights Agreement (the "Registration Rights Agreement"), dated as of June 21, 2000, among the Original Companies and the Purchasers;

(e) the Global Note dated June 21, 2000 and the form of the Exchange Note, attached as Exhibit B to the Indenture (together, the "Global Notes");

(f) the Guarantees of the Notes by each of the Guarantors (the "Guarantee Agreement"); and

(g) the Preliminary Offering Circular dated June 7, 2000, and the Offering Circular dated June 16, 2000, relating to the Old Notes.

We have also reviewed such other corporate documents and records of the Companies, such certificates of public officials and such other matters as we have deemed necessary or appropriate for purposes of this opinion. As to various issues of fact, we have relied upon the representations and warranties of the Companies contained in the Transaction Documents and upon statements and certificates of officers of the Companies, without independent verification or investigation.

Upon the basis of the foregoing and assuming the due execution and delivery of the Exchange Notes, we are of the opinion that the Exchange Notes, when authenticated, issued and delivered in exchange for the Old Notes in accordance with the Exchange Offer and the Indenture, will be valid and binding obligations of the Companies enforceable against the Companies in accordance with their terms, subject to (a) the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, fraudulent transfer, and other similar laws relating to or affecting the rights of creditors and (b) general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief and other equitable remedies), regardless of whether considered in a proceeding at law or in equity.

We express no opinion herein other than as to the law of the State of Tennessee and the federal law of the United States of America.

Although the Purchase Agreement, the Registration Rights Agreement, the Indenture, the Global Notes and the Guarantee Agreement provide that they are to be governed by the internal laws of New York, you have requested that we review these documents and provide you with the opinions set forth above assuming, solely for purposes of these opinions, that the internal laws of Tennessee would govern them. While we express no opinion regarding the enforceability of any provisions of these documents (including the choice of law provisions contained therein) under the laws of New York, if these documents were governed by the internal laws of Tennessee, our opinions would be as set forth herein. We note that if a court of competent jurisdiction determines that any of these documents or any provisions thereof are not enforceable under the laws of New York, the same may not be enforced by Tennessee courts under applicable Tennessee conflict of law principles.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement relating to the Exchange Offer. We also consent to the reference to our firm under the caption "Legal Matters" in the Prospectus contained in such Registration Statement.

Our opinion is rendered as of the date hereof and we assume no obligation to advise you of changes in law or fact (or the effect thereof on the opinions expressed herein) that hereafter may come to our attention.

This opinion is rendered solely for your information in connection with the above-mentioned transaction and may not be delivered or quoted to any other person or relied upon for any other purpose without our prior written consent.

Very truly yours,

/s/ Bass, Berry & Sims PLC

EXHIBIT 8.1

BASS, BERRY & SIMS PLC
315 DEADERICK STREET
SUITE 2700
NASHVILLE, TN 37238
(615) 742-6200

July 31, 2000

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37027

Re: Dollar General Corporation 8 5/8% Exchange Notes Due June 15, 2010

Ladies and Gentlemen:

We have acted as counsel to Dollar General Corporation, a Tennessee corporation ("Issuer"), and each of Dolgencorp, Inc., a Kentucky corporation, Dolgencorp of Texas, Inc., a Kentucky corporation, DG Logistics, LLC, a Tennessee limited liability company, Dade Lease Management, Inc., a Delaware corporation, Dollar General Partners, a Kentucky general partnership, Dollar General Financial, Inc., a Tennessee corporation, Nations Title Company, Inc., a Tennessee corporation, Dollar General Intellectual Property, L.P., a Vermont limited partnership, and The Greater Cumberland Insurance Company, a Vermont corporation (collectively, and together with the Issuer, the "Companies"), in connection with the preparation of the Registration Statement on Form S-4 (the "Registration Statement"), and the prospectus forming a part thereof (the "Prospectus"), filed by the Companies with the Securities and Exchange Commission with respect to $200,000,000 aggregate principal amount of the Issuer's 8 5/8% Exchange Notes due June 15, 2010 (the "Exchange Notes") and the related guarantees of the Guarantors. The Exchange Notes and the Guarantees were offered in exchange for the Issuer's issued and outstanding 8 5/8% Notes due June 15, 2010 and related guarantees, all as described in the Registration Statement (the "Exchange Offer"). Unless otherwise defined herein, capitalized terms used herein have the respective meanings ascribed to those terms in the Prospectus.

In connection with this opinion, we have reviewed, among other matters, the Registration Statement and such other transaction documents, corporate documents and records of the Companies, such certificates of public officials and such other matters as we have deemed necessary or appropriate for purposes of this opinion.

Our opinion is based upon existing federal income tax laws, regulations, administrative pronouncements and judicial decisions. All such authorities are subject to change, either prospectively or retroactively. No assurance can be provided as to the effect of any such change upon our opinion.

The opinion set forth herein has no binding effect on the Internal Revenue Service or the courts. No assurance can be given that, if the matter were contested, a court would agree with the opinion set forth herein.

Based upon the foregoing, we advise you that in our opinion, except as to factual matters and subject to the qualifications and limitations set out in the Prospectus, the statements contained in the Prospectus under the caption "Material United States Tax Consequences of the Exchange Offer" fairly summarize the material United States federal income tax consequences of an investment in the Exchange Notes.

In giving the foregoing opinion, we express no opinion other than as to the federal income tax law of the United States of America.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement relating to the Exchange Offer. We also consent to the reference to our firm under the caption "Material United States Tax Consequences of the Exchange Offer" in the Prospectus contained in such Registration Statement.

Our opinion is rendered as of the date hereof and we assume no obligation to advise you of changes in law or fact (or the effect thereof on the opinions expressed herein) that hereafter may come to our attention.

This opinion is rendered solely for your information in connection with the above-mentioned transaction and may not be delivered or quoted to any other person or relied upon for any other purpose without our prior written consent, except as provided above.

Very truly yours,

/s/ Bass, Berry & Sims PLC

EXHIBIT 12.1

DOLLAR GENERAL CORPORATION
RATIO OF EARNINGS TO FIXED CHARGES

	Fiscal Year Ended January,					Three Months Ended April,	
	1996	1997	1998	1999	2000	1999	2000
	(Amounts in thousands, except ratio data)						
Income before income taxes	$141,546	$185,017	$231,779	$280,915	$344,145	$289,479	$356,679
Add: fixed charges	30,332	33,739	32,019	46,722	55,147	49,517	58,868
Adjusted Earnings	$171,878	$218,756	$263,798	$327,637	$399,292	$338,996	$415,547
Fixed Charges:							
Interest Expense	$ 7,361	$ 4,659	$ 3,764	$ 8,349	$ 5,157	$ 8,289	$ 5,556
Amortization of debt expenses	53	82	43	75	207	73	255
Portion of rental expense deemed to be the equivalent of interest	22,918	28,998	28,212	38,297	49,783	41,155	53,057
Total Fixed Charges	$ 30,332	$ 33,739	$ 32,019	$ 46,722	$ 55,147	$ 49,517	$ 58,868
Ratio of Earnings to Fixed Charges	5.7x	6.5x	8.2x	7.0x	7.2x	6.8x	7.1x

EXHIBIT 23.2

CONSENT OF DELOITTE & TOUCHE LLP

We consent to the incorporation by reference in this Registration Statement of Dollar General Corporation on Form S-4 of our report dated February 22, 2000, appearing in the Annual Report on Form 10-K/A of Dollar General Corporation for the year ended January 28, 2000 and the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

Nashville, Tennessee

July 28, 2000

EXHIBIT 25.1

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1
STATEMENT OF ELIGIBILITY AND QUALIFICATION
UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED,
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY
OF A TRUSTEE PURSUANT TO SECTION 305 (B) (2)

FIRST UNION NATIONAL BANK
(Exact name of Trustee as specified in its charter)

150 4TH AVENUE NORTH NASHVILLE, TENNESSEE (Address of principal executive office)	37219 (Zip Code)	22-1147033 (I.R.S. Employer Identification No.)

SUSAN K. BAKER
FIRST UNION NATIONAL BANK
150 4TH AVENUE NORTH
NASHVILLE, TENNESSEE 37219
(615) 251-9286
(Name, Address and Telephone Number of Agent for Service)

DOLLAR GENERAL CORPORATION
(Exact name of obligor as specified in its charter)

TENNESSEE (State or other jurisdiction of incorporation or organization)	61-0502302 (IRS Employer Identification No.)

DOLLAR GENERAL CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072-2170
(615)855-4000

(Name, address, including zip code, and telephone number, including area code, of principal executive offices)

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8 5/8% NOTES DUE JUNE 15, 2010
(Title of the indenture securities)

1. GENERAL INFORMATION.

(a) The following are the names and addresses of each examining or supervising authority to which the Trustee is subject:

The Comptroller of the Currency, Washington, D.C.

Federal Reserve Bank of Atlanta, Georgia.

Federal Deposit Insurance Corporation, Washington, D.C.

Securities and Exchange Commission, Division of Market Regulation, Washington, D.C.

(b) The Trustee is authorized to exercise corporate trust powers.

2. AFFILIATIONS WITH OBLIGOR.

The obligor is not an affiliate of the Trustee.

3.-14. BECAUSE THE OBLIGOR IS NOT IN DEFAULT ON ANY SECURITIES ISSUED UNDER INDENTURES UNDER WHICH THE APPLICANT IS TRUSTEE, ITEMS 3 THROUGH 14 ARE NOT REQUIRED HEREIN.

15. FOREIGN TRUSTEE.

Not applicable.

16. LIST OF EXHIBITS.

(1) Articles of Association of the Trustee as now in effect. (See Exhibit 1 of the Form T-1 filed in connection with Registration Statement No. 333-31863, which is incorporated herein by reference)

(2) Certificate of Authority of the Trustee to commence business. (See Exhibit 2 of the Form T-1 filed in connection with Registration Statement No. 333-31863, which is incorporated herein by reference)

(3) Authorization of the Trustee to exercise corporate trust powers. Incorporated in Exhibit (4).

(4) By-Laws of the Trustee, as amended, to date. (See Exhibit 4 of the Form T-1 filed in connection with Registration Statement No.333-31863, which is incorporated herein by reference)

(5) Not applicable.

(6) Consent by the Trustee required by Section 321(b) of the Trust Indenture Act of 1939. Included on Page 5 of this Form T-1 Statement.

(7) Most recent report of condition of the Trustee. (See Exhibit 7 of the Form T-1 filed in connection with Registration Statement No. 333-31863, which is incorporated herein by reference)

(8) Not applicable.

(9) Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, FIRST UNION NATIONAL BANK, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville, and State of Tennessee on the 31st day of July, 2000.

FIRST UNION NATIONAL BANK
(Trustee)

BY: /s/ Susan K. Baker
Susan K. Baker
Vice President

CONSENT OF TRUSTEE

Under section 321(b) of the Trust Indenture Act of 1939 and in connection with the proposed issuance of Notes of DOLLAR GENERAL CORPORATION, First Union National Bank, as the Trustee herein named, hereby consents that reports of examinations of said Trustee by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon requests therefor.

FIRST UNION NATIONAL BANK

BY: /s/ Susan K. Baker

Susan K. Baker
Vice President

Dated:
July 31, 2000

EXHIBIT 99.1

LETTER OF TRANSMITTAL

DOLLAR GENERAL CORPORATION
OFFER TO EXCHANGE ITS
8 5/8% EXCHANGE NOTES DUE JUNE 15, 2010
(REGISTERED UNDER THE SECURITIES ACT OF 1933)

FOR ANY AND ALL OF ITS OUTSTANDING
8 5/8% NOTES DUE JUNE 15, 2010

PURSUANT TO THE PROSPECTUS DATED , 2000

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK

CITY TIME, ON , UNLESS THE OFFER IS EXTENDED.

THE EXCHANGE AGENT FOR THE EXCHANGE OFFER IS:
FIRST UNION NATIONAL BANK

By Registered or Certified Mail, or by Overnight or Hand Delivery:		
First Union National Bank		First Union National Bank
150 Fourth Avenue North		40 Broad Street
2(nd) Floor	or	Suite 550
Nashville, TN 37219		New York, NY 10004
Attention: Susan K. Baker		Attention: Susan K. Baker

To Confirm by Telephone or for Information:

(615) 251-9286
Facsimile Transmissions:
(615) 251-9364

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS

LETTER OF TRANSMITTAL IS COMPLETED.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus (as defined below).

This Letter of Transmittal is to be completed by holders of Old Notes (as defined below) if Old Notes are to be forwarded herewith. If tenders of Old Notes are to be made by book-entry transfer to an account maintained by First Union National Bank (the "Exchange Agent") at The Depository Trust Company ("DTC") pursuant to the procedures set forth in "The Exchange Offer -- Book-Entry Transfer" in the Prospectus and in accordance with the Automated Tender Offer Program ("ATOP") established by DTC, a tendering holder will become bound by the terms and conditions hereof in accordance with the procedures established under ATOP.

Holders of Old Notes whose certificates (the "certificates") for such Old Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the expiration date (as defined in the Prospectus) or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Old Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer -- Guaranteed Delivery Procedures" in the Prospectus. SEE INSTRUCTION 1. DELIVERY OF DOCUMENTS TO DTC IN ACCORDANCE WITH ITS PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

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

ALL TENDERING HOLDERS COMPLETE THIS BOX:

DESCRIPTION OF OLD NOTES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK)	OLD NOTES TENDERED (ATTACH ADDITIONAL LIST IF NECESSARY)		
	CERTIFICATE NUMBER(S)*	PRINCIPAL AMOUNT OF OLD NOTES*	PRINCIPAL AMOUNT OF OLD NOTES TENDERED (IF LESS THAN ALL)**
	TOTAL AMOUNT TENDERED		

* Need not be completed by book-entry holders.
** Old Notes may be tendered in whole or in part in denominations of $1,000 and integral multiples thereof. All Old Notes held shall be deemed tendered unless a lesser number is specified in this column.

(BOXES BELOW TO BE CHECKED BY ELIGIBLE INSTITUTIONS ONLY)

[ ] CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution

DTC Account Number
--- Transaction Code Number

[ ] CHECK HERE AND ENCLOSE A PHOTOCOPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s)

Window Ticket Number (if any)

Date of Execution of Notice of Guaranteed Delivery

Name of Institution which Guaranteed Delivery

If Guaranteed Delivery is to be made By Book-Entry Transfer:

Name of Tendering Institution

DTC Account Number
--- Transaction Code Number

[ ] CHECK HERE IF TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED OLD NOTES ARE TO BE RETURNED BY CREDITING THE DTC ACCOUNT NUMBER SET FORTH ABOVE.

[ ] CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE OLD NOTES FOR ITS OWN ACCOUNT AS A RESULT OF MARKET MAKING OR OTHER TRADING ACTIVITIES (A "PARTICIPATING BROKER-DEALER") AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:

Address:

Ladies and Gentlemen:

The undersigned hereby tenders to Dollar General Corporation, a Tennessee corporation (the "Company"), the principal amount of the Company's 8 5/8% Notes due June 15, 2010 (the "Old Notes") specified above in exchange for a like aggregate principal amount of the Company's 8 5/8% Exchange Notes due June 15, 2010 (the "New Notes"), upon the terms and subject to the conditions set forth in the Prospectus dated , 2000 (as the same may be amended or supplemented from time to time, the "Prospectus"), receipt of which is acknowledged, and in this Letter of Transmittal (which, together with the Prospectus, constitute the "Exchange Offer"). The Exchange Offer has been registered under the Securities Act of 1933, as amended (the "Securities Act").

Subject to and effective upon the acceptance for exchange of all or any portion of the Old Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to or upon the order of the Company all right, title and interest in and to such Old Notes as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its agent and attorney-in-fact (with full knowledge that the Exchange Agent is also acting as agent of the Company in connection with the Exchange Offer) with respect to the tendered Old Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), subject only to the right of withdrawal described in the Prospectus, to (i) deliver certificates for Old Notes to the Company together with all accompanying evidences of transfer and authenticity to, or upon the order of, the Company, upon receipt by the Exchange Agent, as the undersigned's agent, of the New Notes to be issued in exchange for such Old Notes, (ii) present certificates for such Old Notes for transfer, and to transfer the Old Notes on the books of the Company, and (iii) receive for the account of the Company all benefits and otherwise exercise all rights of beneficial ownership of such Old Notes, all in accordance with the terms and conditions of the Exchange Offer.

THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT THE UNDERSIGNED HAS FULL POWER AND AUTHORITY TO TENDER, EXCHANGE, SELL, ASSIGN AND TRANSFER THE OLD NOTES TENDERED HEREBY AND THAT, WHEN THE SAME ARE ACCEPTED FOR EXCHANGE, THE COMPANY WILL ACQUIRE GOOD, MARKETABLE AND UNENCUMBERED TITLE THERETO, FREE AND CLEAR OF ALL LIENS, RESTRICTIONS, CHARGES AND ENCUMBRANCES, AND THAT THE OLD NOTES TENDERED HEREBY ARE NOT SUBJECT TO ANY ADVERSE CLAIMS OR PROXIES. THE UNDERSIGNED WILL, UPON REQUEST, EXECUTE AND DELIVER ANY ADDITIONAL DOCUMENTS DEEMED BY THE COMPANY OR THE EXCHANGE AGENT TO BE NECESSARY OR DESIRABLE TO COMPLETE THE EXCHANGE, ASSIGNMENT AND TRANSFER OF THE OLD NOTES TENDERED HEREBY, AND THE UNDERSIGNED WILL COMPLY WITH ITS OBLIGATIONS UNDER THE REGISTRATION RIGHTS AGREEMENT. THE UNDERSIGNED HAS READ AND AGREES TO ALL OF THE TERMS OF THE EXCHANGE OFFER.

The name(s) and address(es) of the registered holder(s) of the Old Notes tendered hereby should be printed above, if they are not already set forth above, as they appear on the certificates representing such Old Notes. The certificate number(s) and the Old Notes that the undersigned wishes to tender should be indicated in the appropriate boxes above.

If any tendered Old Notes are not exchanged pursuant to the Exchange Offer for any reason, or if certificates are submitted for more Old Notes than are tendered or accepted for exchange, certificates for such unaccepted or nonexchanged Old Notes will be returned (or, in the case of Old Notes tendered by book-entry transfer, such Old Notes will be credited to an account maintained at DTC), without expense to the tendering holder, promptly following the expiration or termination of the Exchange Offer.

The undersigned understands that tenders of Old Notes pursuant to any one of the procedures described in "The Exchange Offer--Procedures for Tendering" in the Prospectus and in the instructions hereto will, upon the Company's acceptance for exchange of such tendered Old Notes, constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Exchange Offer. In all cases in which a Participant elects to accept the Exchange Offer by transmitting an express acknowledgment in accordance with the established ATOP procedures, such Participant shall be bound by all of the terms and conditions of this Letter of Transmittal. The undersigned recognizes that, under certain circumstances set forth in the Prospectus, the Company may not be required to accept for exchange any of the Old Notes tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the New Notes be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of Old Notes, that such New Notes be credited to the account indicated above maintained at DTC. If applicable, substitute certificates representing Old Notes not exchanged or not accepted for exchange will be issued to the undersigned or, in the case of a book-entry transfer of Old Notes, will be credited to the account indicated above maintained at DTC. Similarly, unless otherwise indicated under "Special Delivery Instructions," please deliver New Notes to the undersigned at the address shown below the undersigned's signature.

By tendering Old Notes and executing, or otherwise becoming bound by, this letter of transmittal, the undersigned hereby represents and agrees that

(i) any New Notes to be received by the undersigned are being acquired in the ordinary course of its business,

(ii) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of such New Notes.

(iii) the undersigned is not an "affiliate" of the Company,

(iv) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to be engaged in, the distribution of the new Notes, and

(v) if the undersigned is a broker-dealer, the undersigned is acquiring the new Notes for its own account in exchange for the old Notes that it acquired as a result of market making activities or other trading activities and that the undersigned will deliver a prospectus in connection with any resale of the new Notes.

The undersigned also acknowledges that this Exchange Offer is being made in reliance on interpretations by the staff of the Securities and Exchange Commission (the "SEC"), as set forth in no-action letters issued to third parties, that indicates that the New Notes issued in exchange for the Old Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, if such New Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement with any person to participate in the distribution of such New Notes. However, the SEC has not considered the Exchange Offer in the context of a no-action letter, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the Exchange Offer as in other circumstances. If any holder of Old Notes is an affiliate of the Company or is engaged in, or intends to engage in or has any arrangement or understanding with any person to participate in, the distribution of the New Notes to be acquired pursuant to the Exchange Offer, such holder (i) cannot rely on the applicable interpretations of the staff of the SEC and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

The Company has agreed that, subject to the provisions of the Registration Rights Agreement, the prospectus, as it may be amended or supplemented from time to time, may be used by a participating broker-dealer (as defined below) in connection with resales of New Notes received in exchange for Old Notes, where such Old Notes were acquired by such participating broker-dealer for its own account as a result of market-making activities or other trading activities, for a period ending 180 days after the expiration date (subject to extension under certain limited circumstances) or, if earlier, when all such New Notes have been disposed of by such participating broker-dealer. In that regard, each broker dealer who acquired Old Notes for its own account as a result of market-making or other trading activities (a "participating broker-dealer"), by tendering such Old Notes and executing, or otherwise becoming bound by, this letter of transmittal, agrees that, upon receipt of notice from the Company of the occurrence of any event or the discovery of any fact which makes any statement contained in the prospectus untrue in any material respect or which causes the prospectus to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading or of the occurrence of certain other events specified in the Registration Rights Agreement, such participating broker-dealer will suspend the sale of New Notes pursuant to the prospectus until the Company has amended or supplemented the prospectus to correct such misstatement or omission and has furnished copies of the amended or supplemented prospectus to the participating broker-dealer or the Company has given notice that the sale of the New Notes may be resumed, as the case may be. If the Company gives such notice to suspend the sale of the New Notes, it shall extend the 180-day period referred to above during which participating broker-dealers are entitled to use the prospectus in connection with the resale of New Notes by the number of days during the period from and including the date of the giving of such notice to and including the date when participating broker-dealers shall have received copies of the supplemented or amended prospectus necessary to permit resales of the New Notes or to and including the date on which the Company has given notice that the sale of New Notes may be resumed, as the case may be.

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

HOLDER(S) SIGN HERE
(SEE INSTRUCTIONS 2, 5 AND 6)

(NOTE: SIGNATURE(S) MUST BE GUARANTEED IF REQUIRED BY INSTRUCTION 2)

Must be signed by registered holder(s) exactly as name(s) appear(s) on certificate(s) for the Old Notes hereby tendered or on a security position listing, or by any person(s) authorized to become the registered holder(s) by endorsements and documents transmitted herewith. If signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or another acting in a fiduciary or representative capacity, please set forth the signer's full title. See Instruction 5.

(SIGNATURE(S) OF HOLDER(S))

Date

----------, 2000

Name(s)

(PLEASE PRINT)

Capacity

(INCLUDE FULL TITLE)

Address:

(INCLUDE ZIP CODE)

Area Code and Telephone Number

(TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER(S))

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 2 AND 5)

Authorized Signature

Name

(PLEASE PRINT)

Date

----------, 2000

Capacity or Title

Name of Firm

Address

(INCLUDE ZIP CODE)

Area Code and Telephone Number

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, AND 6)

To be completed ONLY if the New Notes are to be issued in the name of someone other than the registered holder of the Old Notes whose name(s) appear(s) above.

Issue New Notes to:

Name
(PLEASE PRINT)

Address

(INCLUDE ZIP CODE)

(TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, AND 6

To be completed ONLY if the New Notes are to be sent to someone other than the holder of the Old Notes whose name(s) appear(s) above, or to such registered holder(s) at an address other than that shown above.

Mail New Notes to:

Name
(PLEASE PRINT)

Address

(INCLUDE ZIP CODE)

(TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER)

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES. This Letter of Transmittal is to be completed if certificates are to be forwarded herewith. If tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "The Exchange Offer -- Book-Entry Transfer" in the Prospectus and in accordance with ATOP established by DTC, a tendering holder will become bound by the terms and conditions hereof in accordance with the procedures established under ATOP. Certificates, or timely confirmation of a book-entry transfer of such Old Notes into the Exchange Agent's account at DTC, as well as this Letter of Transmittal (or facsimile thereof), if required, properly completed and duly executed, with any required signature guarantees, must be received by the Exchange Agent at one of its addresses set forth herein on or prior to the expiration date. Old Notes may be tendered in whole or in part in the principal amount of $1,000 and integral multiples of $1,000.

Holders who wish to tender their Old Notes and (i) whose Old Notes are not immediately available or (ii) who cannot deliver their Old Notes and this Letter of Transmittal to the Exchange Agent on or prior to the expiration date or (iii) who cannot complete the procedures for delivery by book-entry transfer on a timely basis, may tender their Old Notes by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer -- Guaranteed Delivery Procedures" in the Prospectus. Pursuant to such procedures: (i) such tender must be made by or through an Eligible Institution (as defined below); (ii) a properly completed and duly executed Letter of Transmittal (or facsimile) thereof and Notice of Guaranteed Delivery, substantially in the form made available by the Company, must be received by the Exchange Agent on or prior to the expiration date; and
(iii) the certificates (or a book-entry confirmation (as defined in the Prospectus)) representing all tendered Old Notes, in proper form for transfer, must be received by the Exchange Agent within three New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in "The Exchange Offer -- Guaranteed Delivery Procedures" in the Prospectus.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by telegram, telex, facsimile or mail to the Exchange Agent, and must include a guarantee by an Eligible Institution in the form set forth in such Notice. For Old Notes to be properly tendered pursuant to the guaranteed delivery procedure, the Exchange Agent must receive a Notice of Guaranteed Delivery on or prior to the expiration date. As used herein and in the Prospectus, "Eligible Institution" means a firm which is a member of a registered national securities exchange or a member of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States.

THE METHOD OF DELIVERY OF OLD NOTES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE ELECTION AND RISK OF THE TENDERING HOLDER. IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, BE USED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE TIMELY DELIVERY. NO LETTERS OF TRANSMITTAL OR OLD NOTES SHOULD BE SENT TO THE COMPANY.

The Company will not accept any alternative, conditional or contingent tenders. Each tendering holder, by execution of a Letter of Transmittal (or facsimile thereof), or any Agent's Message in lieu thereof, waives any right to receive any notice of the acceptance of such tender.

2. GUARANTEE OF SIGNATURES. No signature guarantee on this Letter of Transmittal is required if:

(i) this Letter of Transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on a security position listing as the owner of the Old Notes) of Old Notes tendered herewith, unless such holder(s) has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above, or

(ii) such Old Notes are tendered for the account of a firm that is an Eligible Institution.

In all other cases, an Eligible Institution must guarantee the signature(s) on this Letter of Transmittal. See Instruction 5.

3. INADEQUATE SPACE. If the space provided in the box captioned "Description of Old Notes" is inadequate, the certificate number(s) and/or the principal amount of Old Notes and any other required information should be listed on a separate signed schedule which is attached to this Letter of Transmittal.

4. PARTIAL TENDERS AND WITHDRAWAL RIGHTS. Tenders of Old Notes will be accepted only in the principal amount of $1,000 and integral multiples thereof. If less than all the Old Notes evidenced by any certificate submitted are to be tendered, fill in the principal amount of Old Notes which are to be tendered in the box entitled "Principal Amount of Old Notes Tendered (if less than all)." In such case, new certificate(s) for the remainder of the Old Notes that were evidenced by your old certificate(s) will only be sent to the holder of the Old Note, promptly after the expiration date. All Old Notes represented by certificates delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

Except as otherwise provided herein, tenders of Old Notes may be withdrawn at any time on or prior to the expiration date. In order for a withdrawal to be effective on or prior to that time, a written notice of withdrawal must be timely received by the Exchange Agent at one of its addresses set forth above or in the Prospectus on or prior to the expiration date. Any such notice of withdrawal must specify the name of the person who tendered the Old Notes to be withdrawn, identify the Old Notes to be withdrawn (including the principal amount of such Old Notes) and (where certificates for Old Notes have been transmitted) specify the name in which such Old Notes are registered, if different from that of the withdrawing holder. If certificates for the Old Notes have been delivered or otherwise identified to the Exchange Agent, then prior to the release of such certificates, the withdrawing holder must submit the serial numbers of the particular certificates for the Old Notes to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an Eligible Institution, unless such holder is an Eligible Institution. If Old Notes have been tendered pursuant to the procedures for book-entry transfer set forth in the Prospectus under "The Exchange Offer -- Book-Entry Transfer," any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Old Notes and otherwise comply with the procedures of such facility. Old Notes properly withdrawn will not be deemed validly tendered for purposes of the Exchange Offer, but may be retendered at any time on or prior to the expiration date by following one of the procedures described in the Prospectus under "The Exchange Offer -- Procedures for Tendering Old Notes."

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by the Company, whose determination shall be final and binding on all parties. Any Old Notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Old Notes tendered by book-entry transfer into the Exchange Agent's account at DTC pursuant to the book-entry procedures described in the Prospectus under "The Exchange Offer -- Book-Entry Transfer" such Old Notes will be credited to an account maintained with DTC for the Old Notes) as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer.

5. SIGNATURES ON LETTER OF TRANSMITTAL, ASSIGNMENTS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered holder(s) of the Old Notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Old Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Old Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of certificates.

If this Letter of Transmittal or any certificates or powers of attorney are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by the Company, proper evidence satisfactory to the Company of such persons' authority to so act must be submitted.

When this Letter of Transmittal is signed by the registered holder(s) of the Old Notes listed and transmitted hereby, no endorsement(s) of certificate(s) or written instrument or instruments of transfer or exchange are required unless New Notes are to be issued in the name of a person other than the registered holder(s). Signature(s) on such

certificate(s) or written instrument or instruments of transfer or exchange 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 Old Notes listed, the certificates must be endorsed or accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Company in its sole discretion and executed by the registered holder(s), in either case signed exactly as the name or names of the registered holder(s) appear(s) on the certificates. Signatures on such certificates or written instrument or instruments of transfer or exchange must be guaranteed by an Eligible Institution.

6. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. If New Notes are to be issued in the name of a person other than the signer of this Letter of Transmittal, or if New Notes are to be sent to someone other than the signer of this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Certificates for Old Notes not exchanged will be returned by mail or, if tendered by book-entry transfer, by crediting the account indicated above maintained at DTC. See Instruction 4.

7. IRREGULARITIES. The Company will determine, in its sole discretion, all questions as to the form, validity, eligibility (including time of receipt) and acceptance for exchange of any tender of Old Notes, which determination shall be final and binding. The Company reserves the absolute right to reject any and all tenders of any particular Old Notes not properly tendered or to not accept any particular Old Notes which acceptance might, in the judgment of the Company or its counsel, be unlawful. The Company also reserves the absolute right, in its sole discretion, to waive any defects or irregularities or conditions of the Exchange Offer as to any particular Old Notes either before or after the expiration date (including the right to waive the ineligibility of any holder who seeks to tender Old Notes in the Exchange Offer). The interpretation of the terms and conditions of the Exchange Offer as to any particular Old Notes either before or after the expiration date (including the Letter of Transmittal and the instructions thereto) by the Company shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with the tender of Old Notes for exchange must be cured within such reasonable period of time as the Company shall determine. Neither the Company, the Exchange Agent nor any other person shall be under any duty to give notification of any defect or irregularity with respect to any tender of Old Notes for exchange, nor shall any of them incur any liability for failure to give such notification.

8. QUESTIONS, REQUESTS FOR ASSISTANCE AND ADDITIONAL COPIES. Questions and requests for assistance may be directed to the Exchange Agent at its address and telephone number set forth on the front of this Letter of Transmittal. Additional copies of the Prospectus, the Notice of Guaranteed Delivery and the Letter of Transmittal may be obtained from the Exchange Agent or from your broker, dealer, commercial bank, trust company or other nominee.

9. LOST, DESTROYED OR STOLEN CERTIFICATES. If any certificate(s) representing Old Notes have been lost, destroyed or stolen, the holder should promptly notify the Exchange Agent. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been followed.

10. SECURITY TRANSFER TAXES. Holders who tender their Old Notes for exchange will not be obligated to pay any transfer taxes in connection therewith, except that holders who instruct the Company to register New Notes in the name of or request that Old Notes not tendered or not accepted in the Exchange Offer to be returned to, a person other than the registered tendering holder will be responsible for the payment of any applicable transfer tax thereon.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR FACSIMILE THEREOF), OR AN AGENT'S MESSAGE IN LIEU THEREOF, AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.

EXHIBIT 99.2

NOTICE OF GUARANTEED DELIVERY

FOR TENDER OF

8 5/8% NOTES DUE JUNE 15, 2010
OF
DOLLAR GENERAL CORPORATION

This Notice of Guaranteed Delivery or one substantially equivalent hereto must be used to accept the Exchange Offer (as defined below) if (i) certificates for the Company's (as defined below) 8 5/8% Notes due June 15, 2010 (the "Old Notes") are not immediately available, (ii) Old Notes, the Letter of Transmittal and any other documents required by the Letter of Transmittal cannot be delivered to First Union National Bank (the "Exchange Agent") on or prior to the Expiration Date (as defined in the Prospectus referred to below) or (iii) the procedures for book-entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission, overnight courier, telex, telegram or mail to the Exchange Agent. See "The Exchange Offer -- Guaranteed Delivery Procedures" in the Prospectus dated , 2000 (which, together with the related Letter of Transmittal, constitutes the "Exchange Offer") of Dollar General Corporation, a Tennessee corporation (the "Company").

The Exchange Agent for the Exchange Offer is:

FIRST UNION NATIONAL BANK

By Registered or Certified Mail, or by Overnight or Hand Delivery:		
First Union National Bank		First Union National Bank
150 Fourth Avenue North		40 Broad Street
2(nd) Floor	or	Suite 550
Nashville, TN 37219		New York, NY 10004
Attention: Susan K. Baker		Attention: Susan K. Baker

To Confirm by Telephone or for Information:

(615) 251-9286
Facsimile Transmissions:
(615) 251-9364

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA A FACSIMILE TRANSMISSION TO A 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 ON THE LETTER OF TRANSMITTAL.

THE FOLLOWING GUARANTEE MUST BE COMPLETED

GUARANTEE OF DELIVERY
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a firm which is a member of a registered national securities exchange or a member of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States, hereby guarantees to deliver to the Exchange Agent, at one of its addresses set forth above, either the certificates for all physically tendered Old Notes, in proper form for transfer, or confirmation of the book-entry transfer of such Old Notes to the Exchange Agent's account at The Depository Trust Company ("DTC"), pursuant to the procedures for book-entry transfer set forth in the Prospectus, in either case together with any other documents required by the Letter of Transmittal, within three New York Stock Exchange trading days after the date of execution of this Notice of Guaranteed Delivery.

The undersigned acknowledges that it must deliver the Old Notes tendered hereby to the Exchange Agent within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

Name of Firm: ----------

(AUTHORIZED SIGNATURE)

Address: ----------

Title:

Name: ----------

(ZIP CODE)

(PLEASE TYPE OR PRINT)

Area Code and Telephone Number: ----------

Date: ----------

NOTE: DO NOT SEND OLD NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. ACTUAL SURRENDER OF OLD NOTES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, A PROPERLY COMPLETED AND FULLY EXECUTED LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS.

EXHIBIT 99.3

OFFER TO EXCHANGE
8 5/8% EXCHANGE NOTES DUE JUNE 15, 2010
(REGISTERED UNDER THE SECURITIES ACT OF 1933)

FOR ANY AND ALL OUTSTANDING
8 5/8% NOTES DUE JUNE 15, 2010
OF

DOLLAR GENERAL CORPORATION

To Our Clients:

Enclosed is a Prospectus, dated , 2000, of Dollar General Corporation, a Tennessee corporation (the "Company"), and a related Letter of Transmittal (which together constitute the "Exchange Offer") relating to the offer by the Company to exchange its 8 5/8% Exchange Notes due June 15, 2010 (the "New Notes"), pursuant to an offering registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 8 5/8% Notes due June 15, 2010 (the "Old Notes") upon the terms and subject to the conditions set forth in the Exchange Offer.

Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , unless extended.

The Exchange Offer is not conditioned upon any minimum number of Old Notes being tendered.

We are the holder of record and/or participant in the book-entry transfer facility of Old Notes held by us for your account. A tender of such Old Notes can be made only by us as the record holder and/or participant in the book-entry transfer facility and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Old Notes held by us for your account.

We request instructions as to whether you wish to tender any or all of the Old Notes held by us for your account pursuant to the terms and conditions of the Exchange Offer. We also request that you confirm that we may on your behalf make the representations contained in the Letter of Transmittal.

Pursuant to the Letter of Transmittal, each holder of Old Notes will represent to the Company that (i) the holder is not an "affiliate" of the Company, (ii) any New Notes to be received by the holder are being acquired in the ordinary course of its business, and (iii) the holder has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of such New Notes. If the tendering holder is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes, we will represent on behalf of such broker-dealer that the Old Notes to be exchanged for the New Notes were acquired by it as a result of market-making activities or other trading activities, and acknowledge on behalf of such broker-dealer that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes, such broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Very truly yours,

EXHIBIT 99.4

OFFER TO EXCHANGE
8 5/8% EXCHANGE NOTES DUE JUNE 15, 2010
(REGISTERED UNDER THE SECURITIES ACT OF 1933)

FOR ANY AND ALL OUTSTANDING
8 5/8% NOTES DUE JUNE 15, 2010
OF

DOLLAR GENERAL CORPORATION

TO REGISTERED HOLDERS AND THE DEPOSITORY TRUST COMPANY PARTICIPANTS:

Enclosed are the materials listed below relating to the offer by Dollar General Corporation, a Tennessee corporation (the "Company"), to exchange its 8 5/8% Exchange Notes due June 15, 2010 (the "New Notes"), pursuant to an offering registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 8 5/8% Notes due June 15, 2010 (the "Old Notes") upon the terms and subject to the conditions set forth in the Company's Prospectus, dated , 2000, and the related Letter of Transmittal (which together constitute the "Exchange Offer").

Enclosed herewith are copies of the following documents:

1. Prospectus dated , 2000;

2. Letter of Transmittal;

3. Notice of Guaranteed Delivery;

4. Instruction to Registered Holder and/or Book-Entry Transfer Participant from Owner; and

5. Letter which may be sent to your clients for whose account you hold Old Notes in your name or in the name of your nominee, to accompany the instruction form referred to above, for obtaining such client's instruction with regard to Exchange Offer.

We urge you to contact your clients promptly. Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on unless extended.

The Exchange Offer is not conditioned upon any minimum number of Old Notes being tendered.

Pursuant to the Letter of Transmittal, each holder of Old Notes will represent to the Company that (i) the holder is not an "affiliate" of the Company, (ii) any New Notes to be received by it are being acquired in the ordinary course of its business, and (iii) the holder has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of such New Notes. If the tendering holder is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes, you will represent on behalf of such broker-dealer that the Old Notes to be exchanged for the New Notes were acquired by it as a result of market-making activities or other trading activities, and acknowledge on behalf of such broker-dealer that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes, such broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The enclosed Instruction to Registered Holder and/or Book-Entry Transfer Participant from Owner contains an authorization by the beneficial owners of the Old Notes for you to make the foregoing representations.

The Company will not pay any fee or commission to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of Old Notes pursuant to the Exchange Offer. The

Company will pay or cause to be paid any transfer taxes payable on the transfer of Old Notes to it, except as otherwise provided in Instruction 10 of the enclosed Letter of Transmittal.

Additional copies of the enclosed material may be obtained from the undersigned.

Very truly yours,

FIRST UNION NATIONAL BANK

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF DOLLAR GENERAL CORPORATION OR FIRST UNION NATIONAL BANK OR AUTHORIZE YOU TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON THEIR BEHALF IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

EXHIBIT 99.5

INSTRUCTION TO REGISTERED HOLDER AND/OR
BOOK-ENTRY TRANSFER FACILITY PARTICIPANT FROM OWNER
OF
DOLLAR GENERAL CORPORATION

8 5/8% NOTES DUE JUNE 15, 2010
(THE "OLD NOTES")

To Registered Holder and/or Participant of the Book-Entry Transfer Facility:

The undersigned hereby acknowledges receipt of the Prospectus dated , 2000 (the "Prospectus") of Dollar General Corporation, a Tennessee corporation (the "Company"), and the accompanying Letter of Transmittal (the "Letter of Transmittal"), that together constitute the Company's offer (the "Exchange Offer"). Capitalized terms used but not defined herein have the meanings as ascribed to them in the Prospectus or the Letter of Transmittal.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Old Notes held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is (fill in amount):

$_____ of the 8 5/8% Notes due June 15, 2010

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

[ ] To TENDER the following Old Notes held by you for the account of the undersigned (insert principal amount of Old Notes to be tendered, if any):

$_____ of the 8 5/8% Notes due June 15, 2010

[ ] NOT to TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations, that (i) the holder is not an "affiliate" of the Company, (ii) any New Notes to be received by the holder are being acquired in the ordinary course of its business, and
(iii) the holder has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of such New Notes. If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes, it represents that such Old Notes were acquired as a result of market-making activities or other trading activities, and it acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes, such broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended.

SIGN HERE

Name of beneficial owner(s):

Signature(s):

Name(s) (please print):

Address:

Telephone Number:

Taxpayer Identification or Social Security Number:

Date: