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DOLLAR GENERAL CORP

FORM 8-K
(Current report filing)

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): November 18, 2009

Dollar General Corporation
(Exact name of registrant as specified in its charter)

Tennessee	**001-11421**	**61-0502302**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
100 Mission Ridge Goodlettsville, Tennessee (Address of principal executive offices)		**37072** (Zip Code)

Registrant's telephone number, including area code: (615) 855-4000

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On November 9, 2009, in connection with the completion of the initial public offering (the " *Offering* ") of its common stock, par value $0.875 per share, described in the Registration Statement on Form S-1 (File No. 333-161464), as amended (the " *Registration Statement* "), Dollar General Corporation (the " *Company* ") entered into a Shareholders' Agreement, effective as of November 18, 2009, which sets forth certain rights, obligations and agreements of investment funds affiliated with Kohlberg Kravis Roberts & Co., L.P. (" *KKR* ") and an investor group consisting of GS Capital Partners VI Fund, L.P., GSUIG, LLC and affiliated funds (the " *GS Investors* ") as holders of the Company's common stock through their investment in Buck Holdings, L.P. Pursuant to the Shareholders' Agreement, KKR has consent rights over certain significant corporate actions and KKR and the GS Investors have certain rights to appoint directors to the Company's board and its committees.

Affiliates of KKR and the GS Investors have various relationships with the Company, including acting as underwriters for the Offering. For further information concerning the other material relationships between the Company, KKR, the GS Investors and their respective affiliates, see the sections entitled "Certain Relationships and Related Party Transactions" and "Underwriting" in the Company's prospectus, dated November 12, 2009, filed pursuant to Rule 424(b) of the Securities Act of 1933, as amended.

A copy of the Shareholders' Agreement is filed herewith as Exhibit 4.1 and is incorporated herein by reference. The above description of the Shareholders' Agreement is not complete and is qualified in its entirety by reference to such exhibit.

Item 1.02 Termination of a Material Definitive Agreement.

Goldman, Sachs & Co. and KKR provided management and advisory services to the Company and the Company's affiliates pursuant to a monitoring agreement with the Company and Buck Holdings, L.P. (the " *Monitoring Agreement* ") executed in connection with the Company's merger that occurred on July 6, 2007 (the "2007 merger"). Affiliates of KKR and Goldman, Sachs & Co. are controlling shareholders of the Company through their investment in Buck Holdings, L.P., and affiliates of both KKR and Goldman, Sachs & Co. acted as underwriters in connection with the Offering. In connection with the Offering, the Company terminated the Monitoring Agreement in accordance with its terms for approximately $64 million, which amount includes a transaction fee equal to 1%, or approximately $5 million, of the gross primary proceeds from the Offering and approximately $59 million in connection with its termination.

Affiliates of KKR and Goldman, Sachs & Co. have various other relationships with the Company. For further information concerning these other material relationships between the Company and various affiliates of KKR and Goldman, Sachs & Co., see the sections entitled "Certain Relationships and Related Party Transactions" and "Underwriting" in the Company's prospectus, dated November 12, 2009, filed pursuant to Rule 424(b) of the Securities Act of 1933, as amended.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Directors

As contemplated in the Registration Statement, Warren F. Bryant and William C. Rhodes, III have been appointed to the Board of Directors of the Company effective November 18, 2009 upon the closing of the Offering and will serve as members of the Company's audit and compensation committees. Biographical information regarding these directors and a description of the material terms of their compensation have previously been reported by the Company in its prospectus, dated November 12, 2009, filed pursuant to Rule 424(b) of the Securities Act of 1933, as amended.

Amended and Restated 2007 Stock Incentive Plan

Effective upon the closing of the Offering, the Company's Board of Directors and its shareholders adopted an Amended and Restated 2007 Stock Incentive Plan for Key Employees (as so amended and restated, the "Plan"). The Plan provides for the granting of stock options, stock appreciation rights, and other stock-based awards or dividend equivalent rights to key employees, directors, consultants or other persons having a service relationship with the Company, its subsidiaries and certain of its affiliates. The amendments to the Plan, among other things, increased the number of shares authorized for issuance to 31,142,858 (no more than 4,500,000 of which may be granted in the form of stock options and stock appreciation rights, and no more than 1,500,000 of which may be granted in the form of other stock-based awards, in each case to any one participant in any given fiscal year).

Amendments to Management Stockholder's Agreements

Simultaneously with the closing of the Company's 2007 merger and, thereafter, in connection with its offering equity awards to its employees under the Plan, the Company, Buck Holdings, L.P. and the Company's employees who hold shares of common stock (including through the exercise of options), or who were granted options to acquire shares of common stock or who were granted shares of restricted common stock, of the Company (collectively, "management shareholders") entered into shareholder's agreements (each, a "Management Stockholder's Agreement"). The Management Stockholder's Agreement imposes significant restrictions on transfer of shares of the Company's common stock. Effective upon the completion of the Offering, the Company amended each Management Stockholder's Agreement so that shares of the Company's common stock acquired in the open market or through the directed share program administered as part of the Offering will not be subject to the transfer restrictions or other provisions of the Management Stockholder's Agreement.

Amended and Restated Annual Incentive Plan

Effective upon the closing of the Offering, the Company's Board of Directors and its shareholders adopted an Amended and Restated Annual Incentive Program (the "AIP"). Under the AIP "covered employees" under Section 162(m) of the Internal Revenue Code, any of the Company's executive officers and such other of the Company's employees as may be selected by the compensation committee may have the opportunity to earn no more than $5,000,000 in respect of a given fiscal year of the Company, subject to the achievement of any performance targets based on enumerated performance measures. The AIP is administered by the Company's compensation committee, and the compensation committee also has the power to amend or terminate the AIP at any time.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

As contemplated in the Registration Statement, on November 18, 2009, the Company filed an Amended and Restated Charter (the "Charter") with the Secretary of State of the State of Tennessee. The Charter, among other things, provides that, (1) the Company's authorized capital stock consists of 1,000,000,000 shares of common stock, par value $0.875 per share, and 1,000,000 shares of preferred stock, (2) unless otherwise provided in an applicable shareholders agreement, any director may be removed from office only for cause and only by (a) the affirmative vote of the holders of a majority of the voting power of the shares entitled to vote in the election of directors, or (b) the affirmative vote of a majority of the Company's entire board of directors then in office; and (3) certain provisions in the Company's charter and bylaws may only be amended by a vote of 80% or more of all of the outstanding shares of the Company's capital stock.

The Company's bylaws were also amended and restated as of November 18, 2009, as contemplated in the Registration Statement. The Amended and Restated Bylaws (the "Bylaws") of the Company provide, among other things, (1) the procedures for shareholder nominations and proposals at special and annual meetings of shareholders; (2) that special meetings of the Company's shareholders may be called only by or at the direction of the board of directors, the chairman of the Company's board of directors or the chief executive officer, and not by the Company's shareholders; (3) the Bylaws may

only be amended by a vote of 80% or more of all of the outstanding shares of the Company's capital stock; and (4) the Company shall indemnify its present and former directors and officers to the fullest extent permitted by Tennessee law.

The foregoing description of the Charter and Bylaws is only a summary. For further information regarding the foregoing and other provisions of the Charter and the Bylaws, see "Description of Capital Stock" in the Company's prospectus dated November 12, 2009, filed pursuant to Rule 424(b) of the Securities Act of 1933, as amended. The Charter and the Bylaws are filed as Exhibit 3.1 and Exhibit 3.2 hereto, respectively, and such exhibits are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired. N/A

(b) Pro forma financial information. N/A

(c) Shell company transactions. N/A

(d) Exhibits. See Exhibit Index immediately following the signature page hereto.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 18, 2009

DOLLAR GENERAL CORPORATION

By: /s/ SUSAN S. LANIGAN

Susan S. Lanigan
Executive Vice President and General Counsel

Exhibit No.	Description of Exhibit
3.1	Amended and Restated Charter of Dollar General Corporation
3.2	Amended and Restated Bylaws of Dollar General Corporation
4.1	Shareholders' Agreement of Dollar General Corporation, dated as of November 9, 2009
10.1	Amended and Restated 2007 Stock Incentive Plan for Key Employees of Dollar General Corporation and its Affiliates (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 (Registration No. 333-161464))
10.2	Amendment to Management Stockholder's Agreement among Dollar General Corporation, Buck Holdings, L.P. and key employees of Dollar General Corporation (July 2007 grant group) (incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form S-1 (Registration No. 333-161464))
10.3	Amendment to Management Stockholder's Agreement among Dollar General Corporation, Buck Holdings, L.P. and key employees of Dollar General Corporation (post-July 2007 grant group) (incorporated by reference to Exhibit 10.6 to the Company's Registration Statement on Form S-1 (Registration No. 333-161464))
10.4	Amended and Restated Dollar General Corporation Annual Incentive Plan (incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form S-1 (Registration No. 333-161464))

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Exhibit 3.1

AMENDED AND RESTATED CHARTER
OF
DOLLAR GENERAL CORPORATION

1. The name of the corporation shall be Dollar General Corporation.

2. The corporation is for profit.

3. The duration of the corporation is perpetual.

4. The street address and ZIP code of the corporation's principal office in Tennessee will be:

100 Mission Ridge
Goodlettsville, Tennessee 37072
County of Davidson

5. (a) The name of the registered agent is Corporation Service Company.

(b) The street address, ZIP code and county of the corporation's registered office and registered agent in Tennessee shall be:

Corporation Service Company
2908 Poston Avenue
Nashville, Tennessee 37203
County of Davidson

6. The corporation is organized to do any and all things and to exercise any and all powers, rights, and privileges that a corporation may now or hereafter be organized to do or to exercise under the Tennessee Business Corporation Act, as amended from time to time.

7. The maximum number of shares of stock the corporation is authorized to issue is:

(a) 1,000,000,000 shares of common stock, $0.875 par value per share, which shall be entitled to one vote per share and, upon dissolution of the corporation, shall be entitled to receive the net assets of the corporation.

(b) 1,000,000 shares of Preferred Stock. Pursuant to TCA §§ 48-16-101 and 102, the preferences, limitations and relative rights of the Preferred Stock shall be determined by the Board of Directors.

8. The shareholders of the corporation shall not have preemptive rights.

9. The business and affairs of the corporation shall be managed by a Board of Directors. The number of Directors and their terms shall be established in accordance with the Bylaws of the corporation. A director shall hold office until the annual meeting of shareholders

for the year in which his or her term expires and until his or her successor shall be elected and shall qualify; subject, however, to prior death, resignation, retirement, disqualification, or removal from office. Any vacancy on the Board of Directors, including a vacancy that results from an increase in the number of directors or a vacancy that results from the removal of a director with cause, may be filled only by the Board of Directors.

Subject to the rights of any voting group established either in the corporation's Bylaws or by any applicable shareholders' agreement, any director may be removed from office but only for cause and only by (a) the affirmative vote of the holders of a majority of the voting power of the shares entitled to vote in the election of directors, considered for this purpose as one class, or (b) the affirmative vote of a majority of the entire Board of Directors then in office.

Notwithstanding any other provision of this Charter, the affirmative vote of holders of eighty percent (80%) of the voting power of the shares entitled to vote at an election of directors, voting together as a single class, shall be required to amend or repeal this Article 9 of this Charter, or to amend, alter, change or repeal, or to adopt any provisions of this Charter or of the corporation's Bylaws in a manner that is inconsistent with the purpose and intent of this Article 9.

10. The corporation expressly elects not be governed by TCA §§48-103-205 and 48-103-206.

11. A director of the corporation shall have no liablity to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director provided that this Section 11 shall not eliminate or limit liability of a director for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) unlawful distributions under Section 48-18-304 of the Tennessee Business Corporation Act. If the Tennessee Business Corporation Act or any successor statute is amended or other Tennessee law is enacted after adoption of this provision to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time, or such successor statute or other Tennessee law. Any repeal or modification of this Article 11 or subsequent amendment of the Tennessee Business Corporation Act or enactment of other applicable Tennessee law shall not affect adversely any right or protection of a director of the corporation existing at the time of such repeal, modification, amendment or enactment or with respect to events occurring prior to such time.

12. The corporation shall indemnify every person who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director or officer or is or was serving at the request of the corporation as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, employee benefit plan, or other enterprise, including service on a committee formed for any purpose (and, in each case, his or her heirs, executors, and administrators), against all expense, liability, and loss (including counsel fees, judgments, fines, ERISA excise taxes, penalties, and amounts paid in settlement) actually and reasonably incurred or suffered in connection with such action, suit, or proceeding,

to the fullest extent permitted by applicable law, as in effect on the date hereof and as hereafter amended. Such indemnification may include advancement of expenses in advance of final disposition of such action, suit, or proceeding, subject to the provision of any applicable statute.

The indemnification and advancement of expenses provisions of this Article 12 shall not be exclusive of any other right that any person (and his or her heirs, executors, and administrators) may have or hereafter acquire under any statute, this Charter, the corporation's Bylaws, resolution adopted by the shareholders, resolution adopted by the Board of Directors, agreement, or insurance, purchased by the corporation or otherwise, both as to action in his or her official capacity and as to action in another capacity. The corporation is hereby authorized to provide for indemnification and advancement of expenses through its Bylaws, resolution of shareholders, resolution of the Board of Directors, or agreement, in addition to that provided by this Charter.

13. Special meetings of shareholders may be called at any time, but only by the Chairman of the Board of Directors, the Chief Executive Officer of the corporation, or upon a resolution by or affirmative vote of the Board of Directors, and not by the shareholders.

Notwithstanding any other provision of this Charter, the affirmative vote of holders of eighty percent (80%) of the voting power of the shares entitled to vote at an election of directors, voting together as a single class, shall be required to amend or repeal this Article 13 of this Charter, or to amend, alter, change or repeal, or to adopt any provisions of this Charter or of the corporation's Bylaws in a manner that is inconsistent with the purpose and intent of this Article 13.

14. The name and address of the Incorporator is:

Howard H. Lamar III
2700 AmSouth Center
Nashville, Tennessee 37238-2700

This Amended and Restated Charter of Dollar General Corporation shall be effective when filed with the Office of the Tennessee Secretary of State.

IN WITNESS WHEREOF, the corporation has caused this Amended and Restated Charter to be signed by its duly authorized officer set forth below.

DOLLAR GENERAL CORPORATION

By: /s/ Susan Lanigan

Its: Executive Vice President, General Counsel

Dated: November 18, 2009

Exhibit 3.2

AMENDED AND RESTATED BYLAWS OF DOLLAR GENERAL CORPORATION

ARTICLE I

MEETINGS OF SHAREHOLDERS

Section 1. Place of Meeting . Meetings of the shareholders of Dollar General Corporation (the "Corporation") shall be held at such place either within or without the State of Tennessee as the Board of Directors may determine.

Section 2. Annual and Special Meetings . Annual meetings of shareholders shall be held, at a date, time and place fixed by the Board of Directors and stated in the notice of meeting, to elect a Board of Directors and to transact such other business as may properly come before the meeting. Special meetings of the shareholders may be called by the Chief Executive Officer for any purpose and shall be called by the Chief Executive Officer or Secretary if directed by the Board of Directors. A special meeting of shareholders may be called at any time, but only by the Chairman of the Board of Directors, the Chief Executive Officer of the corporation, or upon a resolution by or affirmative vote of the Board of Directors, and not by the shareholders.

Section 3. Notice of Meetings . Except as otherwise provided by law, at least ten (10) days and not more than two (2) months before each meeting of shareholders, written notice of the time, date and place of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each shareholder. Notice may be provided by mail, private carrier, facsimile transmission or other form of wire, wireless or electronic communication (e.g., e-mail). Notice provided to a shareholder's e-mail address as indicated on the records of the Corporation shall be deemed proper notice for any purpose set forth in these Bylaws.

Section 4. Record Date . The Board of Directors shall fix as the record date for the determination of shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action, a date that is not more than seventy (70) days before the meeting or action requiring a determination of shareholders. A record date fixed for a shareholders' meeting is effective for any adjournment of such meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than four (4) months after the date fixed for the original meeting.

Section 5. Shareholders' List . After the record date for a meeting has been fixed, the Corporation shall prepare an alphabetical list of the names of all shareholders who are entitled to notice of a shareholders' meeting. Such list will show the address of and number of shares held by each shareholder. The shareholders' list will be available for inspection by any shareholder, beginning two (2) business days after notice of the meeting is given for which the

list was prepared and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder or his or her agent or attorney is entitled on written demand to inspect and, subject to the requirements of the Tennessee Business Corporation Act (the "Act"), to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

Section 6. Acceptance of Shareholder Documents . If the name signed on a shareholder document (e.g., a vote, consent, waiver, or proxy appointment) corresponds to the name of a shareholder, the Corporation, if acting in good faith, is entitled to accept such shareholder document and give it effect as the act of the shareholder. If the name signed on such shareholder document does not correspond to the name of a shareholder, the Corporation, if acting in good faith, is nevertheless entitled to accept such shareholder document and to give it effect as the act of the shareholder if:

(a) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

(b) the name signed purports to be that of a fiduciary representing the shareholder and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to such shareholder document;

(c) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the shareholder document;

(d) the name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the shareholder and, if the Corporation requests, evidence acceptable to the Corporation of the signatory's authority to sign for the shareholder has been presented with respect to such shareholder document; or

(e) two or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one (1) of the co-owners, and the person signing appears to be acting on behalf of all the co-owners.

The Corporation is entitled to reject a shareholder document if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has a reasonable basis for doubt about the validity of the signature on such shareholder document or about the signatory's authority to sign for the shareholder.

Section 7. Quorum . At any meeting of shareholders, the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding capital stock shall constitute a quorum for the transaction of business, except as otherwise provided by law. In the absence of a quorum, any officer entitled to preside at or to act as secretary of the meeting shall have power to adjourn the meeting from time to time until a quorum is present.

Section 8. Voting and Proxies . Except as otherwise required by law, all matters submitted to a meeting of shareholders shall be decided by vote of the holders of record, present in person or by proxy, and shall be approved if the votes in favor of the matter exceed the

votes against the matter. Every shareholder entitled to vote at any meeting may do so either in person or by written proxy, which proxy shall be filed with the secretary of the meeting before being voted. Proxies and written ballots may be in any format, including facsimile or any electronic form of communication (e.g., e-mail). Unless otherwise provided by the Act or the Charter, each outstanding share is entitled to one (1) vote on each matter voted on at a shareholders' meeting. Only shares are entitled to vote. Unless otherwise provided in the Charter, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

Section 9. Business at Annual and Special Meetings . No business may be transacted at an annual or special meeting of shareholders other than business that is:

(a) specified in a notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors or an authorized committee thereof,

(b) otherwise brought before the meeting by or at the direction of the Board of Directors or an authorized committee thereof, or

(c) otherwise brought before the meeting by a "Noticing Shareholder" who complies with the notice procedures set forth in Article I, Section 10 of these Bylaws.

A "Noticing Shareholder" must be either a "Record Holder" or a "Nominee Holder." A "Record Holder" is a shareholder that holds of record stock of the Corporation entitled to vote at the meeting on the business (including any election of a director) to be appropriately conducted at the meeting. A "Nominee Holder" is a shareholder that holds such stock through a nominee or "street name" holder of record and can demonstrate to the Corporation such indirect ownership of such stock and such Nominee Holder's entitlement to vote such stock on such business. Clause (c) of Section 9 of this Article I shall be the exclusive means for a Noticing Shareholder to make director nominations or submit other business before a meeting of shareholders (other than proposals brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's notice of meeting, which proposals are not governed by these Bylaws). Notwithstanding anything in these by-laws to the contrary, no business shall be conducted at a shareholders' meeting except in accordance with the procedures set forth in Section 10 of this Article I of these Bylaws and Section 9 of this Article I.

Section 10. Notice of Shareholder Business to be Conducted at a Meeting of Shareholders . In order for a Noticing Shareholder to properly bring any item of business before a meeting of shareholders, the Noticing Shareholder must give timely notice thereof in writing to the Secretary of the Corporation in compliance with the requirements of Section 10 of this Article I. Section 10 of this Article I shall constitute an "advance notice provision" for annual meetings for purposes of Rule 14a-4(c)(1) under the Exchange Act.

(a) To be timely, a Noticing Shareholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation:

(i) in the case of an annual meeting of shareholders, not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; provided,

however, that in the event the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the shareholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation; and

(ii) in the case of a special meeting of shareholders called for the purpose of electing directors, not earlier than the close of business on the one-hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the date on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs.

In no event shall any adjournment or postponement of an annual meeting, or the announcement thereof, commence a new time period for the giving of a shareholder's notice as described above.

(b) To be in proper form, whether in regard to a nominee for election to the Board of Directors or other business, a Noticing Shareholder's notice to the Secretary must:

(i) Set forth, as to the Noticing Shareholder and, if the Noticing Shareholder holds for the benefit of another, the beneficial owner on whose behalf the nomination or proposal is made, the following information together with a representation as to the accuracy of the information:

(A) the name and address of the Noticing Shareholder as they appear on the Corporation's books and, if the Noticing Shareholder holds for the benefit of another, the name and address of such beneficial owner (collectively "Holder"),

(B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned beneficially and/or of record, and the date such ownership was acquired,

(C) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not the instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") that is directly or indirectly owned beneficially by the Holder and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation,

(D) any proxy, contract, arrangement, understanding, or relationship pursuant to which the Holder has a right to vote or has granted a right to vote any shares of any security of the Corporation,

(E) any short interest in any security of the Corporation (for purposes of these Bylaws a person shall be deemed to have a short interest in a security if the Holder directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security),

(F) any rights to dividends on the shares of the Corporation owned beneficially by the Holder that are separated or separable from the underlying shares of the Corporation,

(G) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which the Holder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, is the manager, managing member or directly or indirectly beneficially owns an interest in the manager or managing member of a limited liability company or similar entity,

(H) any performance-related fees (other than an asset-based fee) that the Holder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any,

(I) any arrangements, rights, or other interests described in Sections 10(b)(i)(C)-(H) held by members of such Holder's immediate family sharing the same household,

(J) a representation that the Noticing Shareholder intends to appear in person or by proxy at the meeting to nominate the person(s) named or propose the business specified in the notice and whether or not such shareholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares required to approve the nomination(s) or the business proposed and/or otherwise to solicit proxies from shareholders in support of the nomination(s) or the business proposed,

(K) a certification regarding whether or not such shareholder and Shareholder Associated Persons have complied with all applicable federal, state and other legal requirements in connection with such shareholder's and/or Shareholder Associated Persons' acquisition of shares or other securities of the Corporation and/or such shareholder's and/or Shareholder Associated Persons' acts or omissions as a shareholder of the Corporation,

(L) any other information relating to the Holder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of

directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations thereunder, and

(M) any other information as reasonably requested by the Corporation.

Such information shall be provided as of the date of the notice and shall be supplemented by the Holder not later than 10 days after the record date for the meeting to disclose such ownership as of the record date.

(ii) If the notice relates to any business other than a nomination of a director or directors that the shareholder proposes to bring before the meeting, the notice must set forth:

(A) a brief description of the business desired to be brought before the meeting (including the text of any resolutions proposed for consideration), the reasons for conducting such business at the meeting, and any material direct or indirect interest of the Holder or any Shareholder Associated Persons in such business, and

(B) a d e scription of all agreements, arrangements and understandings, direct and indirect, between the Holder, and any other person or persons (including their names) in connection with the proposal of such business by the Holder.

(iii) Set forth, as to each person, if any, whom the Holder proposes to nominate for election or reelection to the Board of Directors:

(A) all information relating to the nominee (including, without limitation, the nominee's name, age, business and residence address and principal occupation or employment and the class or series and number of shares of capital stock of the Corporation that are owned beneficially or of record by the nominee) that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), and

(B) a description of any agreements, arrangements and understandings between or among such shareholder or any Shareholder Associated Person, on the one hand, and any other persons (including any Shareholder Associated Person), on the other hand, in connection with the nomination of such person for election as a director,

(C) a description of all direct and indirect compensation and other material monetary agreements, arrangements, and understandings during the past three years, and any other material relationships, between or among the Holder and respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation

all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K if the Holder making the nomination or on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of Item 404 and the nominee were a director or executive officer of such registrant.

(iv) With respect to each nominee for election or reelection to the Board of Directors, the Noticing Shareholder shall include a completed and signed questionnaire, representation, and agreement required by Article I, Section 11 of these Bylaws. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of the proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of the nominee.

(c) Notwithstanding anything in Article I, Section 10(a) to the contrary, if the number of directors to be elected to the Board of Directors is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 100 days prior to the first anniversary of the preceding year's annual meeting, a shareholder's notice required by these Bylaws shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which the public announcement naming all nominees or specifying the size of the increased Board of Directors is first made by the Corporation.

(d) For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act and the rules and regulations thereunder. As used in these By-laws, the term "Shareholder Associated Person" means, with respect to any shareholder, (i) any person acting in concert with such shareholder, (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such shareholder (other than a shareholder that is a depositary) and (iii) any person controlling, controlled by or under common control with any shareholder, or any Shareholder Associated Person identified in clauses (i) or (ii) above. The terms "Affiliate" and "Associate" are fairly broad and are defined by reference to Rule 12b-2 under the Securities Exchange Act of 1934 (the "Exchange Act"). An "affiliate" is any "person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified." "Control" is defined as the "possession, direct or indirect, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise."

The term "associate" of a person means: (i) any corporation or organization (other than the registrant or a majority-owned subsidiary of the registrant) of which such person is an officer or partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class of equity securities, (ii) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity, and (iii)

any relative or spouse of such person, or any relative of such spouse, who has the same home as such person or who is a director or officer of the registrant or any of its parents or subsidiaries.

(e) Only those persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors. Only such business shall be conducted at a meeting of shareholders as shall have been brought before the meeting in accordance with the procedures set forth in these Bylaws, provided, however, that, once business has been properly brought before the meeting in accordance with Section 10(e) of this Article I, nothing in Section 10(e) of this Article I shall be deemed to preclude discussion by any shareholder of such business. If any information submitted pursuant to Section 10 of this Article I by any shareholder proposing a nominee (s) for election as a director at a meeting of shareholders is inaccurate in any material respect, such information shall be deemed not to have been provided in accordance with Section 10 of this Article I. Except as otherwise provided by law, the charter, or these Bylaws, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in compliance with the procedures set forth in these Bylaws and, if he should determine that any proposed nomination or business is not in compliance with these Bylaws, he shall so declare to the meeting and any such nomination or business not properly brought before the meeting shall be disregarded or not be transacted.

(f) Notwithstanding the foregoing provisions of these Bylaws, a Noticing Shareholder also shall comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; provided, however, that any references in these Bylaws to the Exchange Act or the rules thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Article I, Section 9 or Article I, Section 10.

(g) Nothing in these Bylaws shall be deemed to affect any rights of shareholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act. Notice of shareholder proposals that are, or that the Noticing Shareholder intends to be, governed by Rule 14a-8 under the Exchange Act are not governed by these Bylaws.

Section 11. Submission of Questionnaire, Representation and Agreement . To be eligible to be a nominee for election or reelection as a director of the Corporation by a Holder, a person must complete and deliver (in accordance with the time periods prescribed for delivery of notice under Article I, Section 10 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a written questionnaire providing the information requested about the background and qualifications of such person and the background of any other person or entity on whose behalf the nomination is being made and a written representation and agreement (the questionnaire, representation, and agreement to be in the form provided by the Secretary upon written request) that such person:

(a) is not and will not become a party to:

(i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how the person, if elected as

a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation, or

(ii) any Voting Commitment that could limit or interfere with the person's ability to comply, if elected as a director of the Corporation, with the person's fiduciary duties under applicable law,

(b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed therein, and

(c) in the person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines of the Corporation.

ARTICLE II

DIRECTORS

Section 1. Number, Election and Removal of Directors . The Board of Directors of the Corporation shall consist of not less than one (1) nor more than fifteen (15) members. The number of directors shall be fixed from time to time exclusively pursuant to a resolution adopted by the Board of Directors pursuant to and in compliance with any applicable shareholders' agreement. The Directors shall be elected by shareholders at their annual meeting or a special meeting called for that purpose in compliance with these Bylaws. Subject to the provisions contained in any applicable shareholders' agreement, a Director may be removed only for cause by the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors voting together as a single class.

Section 2. Vacancies . Any vacancies and newly created directorships resulting from any increase in the number of Directors may be filled, subject to compliance with the Shareholders Agreement, by Directors entitled to cast that number of votes constituting a majority of votes that may be cast by Directors then in office, although less than a quorum, or by the sole remaining Director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided. Any director may resign at any time upon written notice to the corporation.

Section 3. Voting . Each director shall be entitled to one vote. Except as otherwise provided by law, the Charter of the Corporation, these Bylaws or any contract or agreement to which the Corporation and its shareholders are parties, at a meeting at which a quorum is present, the vote of a majority of the Directors present shall be the act of the Board of Directors.

Section 4. Meetings . Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors by resolution, and if so fixed no further notice thereof need be given, provided that unless all the Directors are present at the meeting at which said resolution is passed, the first meeting held pursuant to said resolution shall not be held for at least five (5) days following the date on which the resolution is passed. Special meetings of the Board of Directors may be held at any time upon the call of the Chairman and shall be called by the Chairman and Secretary if directed by the Board of Directors or if requested by any two Directors.

Section 5. Notice . Meetings (other than regular meetings the dates and times of which are established as provided in Section 4 of this Article II) of the Board of Directors must be preceded by at least twenty-four (24) hours notice to each Director. Notice of any special meeting of the Board of Directors shall be delivered personally, by telephone, by mail, by private carrier, by telecopier, by electronic mail or by any other means of communication reasonably calculated to give notice, at such times and at such places as shall from time to time be determined by the Board of Directors, or the Chairman thereof (if any), as applicable. Telephone notice shall be deemed to be given when the Director is personally given such notice in a telephone call to which such Director is a party. Telegraph, teletype, facsimile or other electronic transmission (e.g., e-mail) notice shall be deemed to be given upon completion of the transmission of the message. Notice of a special meeting need not be given to any Director if a written waiver of notice, executed by such Director before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting the lack of notice prior thereto or at its commencement.

Section 6. Quorum . At all duly called meetings of the Board of Directors, except as otherwise provided by law, the Charter of the Corporation, these Bylaws or any contract or agreement to which the Corporation and its shareholders are parties, the presence of a majority of the Directors shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until such a quorum is present.

Section 7. Committees . The Board of Directors may, by resolution adopted pursuant to Section 3 of this Article II and otherwise in accordance with the terms of any applicable shareholders' agreement, designate one or more committees, including, without limitation, an Executive Committee, an Audit Committee, a Nominating and Corporate Governance Committee and/or a Compensation Committee, to have such composition and to exercise such power and authority as the Board of Directors shall specify. At a meeting at which a

quorum is present, the vote of a majority of the committee members present shall be the act of the committee. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee and subject to the rules and regulations of the New York Stock Exchange.

Section 8. Actions of Board Without Meeting . Unless otherwise provided by the Charter of the Corporation, these Bylaws or applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken

without a meeting if all the members of the Board of Directors or committee, as the case may be, consent to taking such action without a meeting, in which case, subject to Article II, Section 3 of these Bylaws, the vote of a majority of the Directors or committee members, as the case may be, is the act of the Board of Directors or any such committee. The action must be evidenced by one or more written consents describing the action taken, signed, in one or more counterparts, by that number of Directors specified pursuant to the immediately preceding sentence, indicating each such Director's vote or abstention on the action, and be included with the minutes of proceedings of the Board of Directors or committee.

Section 9. Presence through Communications Equipment . Meetings of the Board of Directors, and any meeting of any Board committee, may be held through any communications equipment (e.g., conference telephone) if all persons participating can hear each other, and participation in a meeting pursuant to this section shall constitute presence at that meeting.

ARTICLE III

OFFICERS

The officers of the Corporation shall consist of a President, a Vice President, a Secretary and a Treasurer, and such other additional officers with such titles as the Board of Directors shall determine, all of which shall be chosen by and shall serve at the pleasure of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Such officers shall have the usual powers and shall perform all the usual duties incident to their respective offices. All officers shall be subject to the supervision and direction of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Each officer shall serve until the earlier of his or her removal, the expiration of the term for which he or she is elected or until his or her successor has been elected and qualified. Election of an officer or agent shall not itself create contract rights between the Corporation and such officer or agent.

ARTICLE IV

SHARES OF STOCK

Section 1. Shares with or without Certificates . The Board of Directors may authorize that some or all of the shares of any or all of the Corporation's classes or series of stock be evidenced by a certificate or certificates of stock. The Board of Directors may also authorize the issue of some or all of the shares of any or all of the Corporation's classes or series of stock without certificates. The rights and obligations of shareholders with the same class and/or series of stock shall be identical whether or not their shares are represented by certificates.

Section 2. Shares with Certificates . If the Board of Directors chooses to issue shares of stock evidenced by a certificate or certificates, each individual certificate shall include

the following on its face: (i) the Corporation's name, (ii) the fact that the Corporation is organized under the laws of the State of Tennessee, (iii) the name of the person to whom the certificate is issued, (iv) the number of shares represented thereby, (v) the class of shares and the designation of the series, if any, which the certificate represents, and (vi) such other information as applicable law may require or as may be lawful.

If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences and limitations determined for each series (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate shall state on its front or back that the Corporation will furnish the shareholder this information in writing, without charge, upon request.

Each certificate of stock issued by the Corporation shall be signed (either manually or in facsimile) by any two officers of the Corporation. If the person who signed a certificate no longer holds office when the certificate is issued, the certificate is nonetheless valid.

Section 3. Shares without Certificates . If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the Act, shall, within a reasonable time after the issue or transfer of shares without certificates, send the shareholder a written statement of the information required on certificates by Article IV, Section 2 of these Bylaws and any other information required by the Act. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

Section 4. Subscriptions for Shares . Subscriptions for shares of the Corporation shall be valid only if they are in writing. Unless the subscription agreement provides otherwise, subscriptions for shares, regardless of the time when they are made, shall be paid in full at such time, or in such installments and at such periods, as shall be determined by the Board of Directors. All calls for payment on subscriptions shall be uniform as to all shares of the same class or of the same series, unless the subscription agreement specifies otherwise.

Section 5. Transfers . Transfers of shares of the capital stock of the Corporation shall be made only on the books of the Corporation by (i) the holder of record thereof, (ii) by his or her legal representative, who, upon request of the Corporation, shall furnish proper evidence of authority to transfer, or (iii) his or her attorney, authorized by a power of attorney duly executed and filed with the Secretary of the Corporation or a duly appointed transfer agent. Such transfers shall be made only upon surrender, if applicable, of the certificate or certificates for such shares properly endorsed and with all taxes thereon paid.

Section 6. Lost, Destroyed or Stolen Certificates . In case of loss, mutilation or destruction of a certificate of stock, a duplicate certificate may be issued upon the terms prescribed by the Board of Directors, including provision for indemnification of the Corporation secured by a bond or other security sufficient to protect the Corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft,

or destruction of the certificate or the issuance of the replacement certificate.

ARTICLE V

GENERAL PROVISIONS

Section 1. Fiscal Year . The fiscal year of the Corporation shall be fixed by the Board of Directors.

Section 2. Corporate Books . The books of the Corporation may be kept at such place within or outside the State of Tennessee as the Board of Directors may from time to time determine.

Section 3. Waiver of Notice . Whenever any notice is required to be given pursuant to the Charter of the Corporation or these Bylaws or pursuant to applicable law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting need be set forth in the waiver of notice, unless specifically required by statute. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except when such person attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Any waiver of notice shall be filed with the minutes of the corporate records.

Section 4. Amendment of Bylaws . Subject to the provisions of the Charter of the Corporation, these Bylaws may be altered, amended, or repealed or new bylaws may be adopted by the majority vote of the entire Board of Directors at any regular or special meeting of the Board of Directors. Subject to the provisions of the Charter of the Corporation and notwithstanding any other provisions of these Bylaws or any provision of law which might otherwise permit a lesser vote of the shareholders, these Bylaws may be altered, amended, or repealed or new bylaws may be adopted by the affirmative vote of the holders of at least 80% of the voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VI

INDEMNIFICATION

Section 1. Indemnification and Advancement of Expenses . The Corporation shall indemnify and advance expenses to each director and officer of the Corporation, or any person who may have served at the request of the Corporation’s Board of Directors or its President or Chief Executive Officer as a director or officer of another corporation (and, in either case, such person’s heirs, executors and administrators), to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted. The Corporation may

indemnify and advance expenses to any employee or agent of the Corporation who is not a director or officer (and such person's heirs, executors and administrators) to the same extent as to a director or officer, if the Board of Directors determines that doing so is in the best interests of the Corporation.

Section 2. Non-Exclusivity of Rights . The indemnification and expense advancement provisions of Section 1 of this Article VI shall not be exclusive of any other right which any person (and such person's heirs, executors and administrators) may have or hereafter acquire under any statute, provision of the Charter, provision of these Bylaws, resolution adopted by the shareholders, resolution adopted by the Board of Directors, agreement, or insurance (purchased by the Corporation or otherwise), both as to action in such person's official capacity and as to action in another capacity.

Section 3. Insurance . The Corporation may maintain insurance, at its expense, to protect itself and any individual who is or was a director, officer, employee or agent of the Corporation, or who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation's Board of Directors or its Chief Executive Officer as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article or the Act.

Exhibit 4.1

SHAREHOLDERS' AGREEMENT

OF

DOLLAR GENERAL CORPORATION

Dated as of November 9, 2009

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SHAREHOLDERS' AGREEMENT

of

DOLLAR GENERAL CORPORATION

This SHAREHOLDERS' AGREEMENT (as the same may be amended, modified or supplemented from time to time, the " Agreement "), dated as of November 9 , 2009 (the " Effective Time "), concerning Dollar General Corporation (the " Company "), a Tennessee corporation, is entered into by and among the Company, the Sponsor Shareholders (as defined herein) and Buck Holdings, L.P., a Delaware limited partnership (the " Partnership ").

R E C I T A L S :

WHEREAS, as of the Effective Time, the Sponsor Shareholders, indirectly through the Partnership, own greater than a majority of the outstanding shares of common stock, par value $.875 per share (the " Common Stock "), of the Company;

WHEREAS, in connection with such ownerships the Sponsor Shareholders and other members have entered into the Second Amended and Restated Limited Liability Agreement of the LLC (as defined herein), dated as of September 27, 2007 (as the same may be amended, modified or supplemented from time to time, the " LLC Agreement "), setting forth certain rights of the Sponsor Shareholders related to corporate governance and other matters of the Partnership, the Company and their respective subsidiaries;

WHEREAS, the Company is currently contemplating an underwritten initial public offering (the " IPO ") of shares of its Common Stock; and

WHEREAS, with respect to the Company on and following the date of completion of the IPO (the " Closing Date "), the Sponsor Shareholders, the Partnership and the Company wish to provide for certain corporate governance matters previously provided for in the LLC Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions . Capitalized terms used herein shall have the following meanings:

" Affiliate " means, with respect to any Person, an "affiliate" as defined in Rule 405 of the regulations promulgated under the Securities Act.

" Agreement " shall have the meaning set forth in the Preamble.

" beneficially own " or " beneficial ownership " shall have the meaning ascribed to such terms in Rule 13d-3 under the Exchange Act.

" Board " shall mean the board of directors of the Company.

" Cause " means, with respect to a Director, conviction of a felony.

" Change of Control " means: (i) the sale of all or substantially all of the assets of the Company to any Person (or group of Persons acting in concert), other than to (x) the Partnership or its Affiliates or (y) any employee benefit plan (or trust forming a part thereof) maintained by the Company or its Affiliates or other Person of which a majority of its voting power or other equity securities is owned, directly or indirectly, by the Company; or (ii) a merger, recapitalization or other sale by the Company, the Partnership or any of their respective Affiliates, to a Person (or group of Persons acting in concert) of shares of Common Stock or other equity interests of the Company that results in more than 50% of the shares of Common Stock or other equity interests of the Company (or any resulting company after a merger) being held by a Person (or group of Persons acting in concert) that does not include (x) the Partnership or its Affiliates or (y) an employee benefit plan (or trust forming a part thereof) maintained by the Company or its Affiliates or other Person of which a majority of its voting power or other equity securities is owned, directly or indirectly, by the Company; in any event, which results in the Partnership and its Affiliates or such employee benefit plan ceasing to hold the ability to elect members of the Board holding a majority of the votes thereon.

" Closing Date " shall have the meaning set forth in the Recitals.

" Common Stock " shall have the meaning set forth in the Recitals.

" Company " shall have the meaning set forth in the Preamble.

" Covered Opportunity " shall have the meaning set forth in Section 2.3.

" Director " shall have the meaning set forth in Section 2.1(a).

" Effective Time " shall have the meaning set forth in the Preamble.

" Exchange Act " shall mean the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated pursuant thereto

" Goldman Shareholders " means GS Capital Partners VI Fund, L.P., GS Capital Partners VI Parallel, L.P., GS Capital Partners VI GmbH & Co. KG, GS Capital Partners VI Offshore Fund, L.P., GSUIG, L.L.C., Goldman Sachs DGC Investors, L.P. and Goldman Sachs DGC Investors Offshore Holdings, L.P. and their Permitted Transferees (as such term is defined in the LLC Agreement).

" Governmental Authority " means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) U.S. and other federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

" KKR Shareholders " means, KKR 2006 Fund L.P., KKR PEI Investments, L.P., KKR Partners III, L.P., 8 North America Investor LP and their respective Permitted Transferees, and any other third parties who may purchase limited liability company interests from such persons pursuant to, and in accordance with, the terms of the LLC Agreement and who are designated as a Requisite Investor Member in connection with such transfer thereunder.

" IPO " shall have the meaning set forth in the Recitals.

" Law " means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority and shall include, for the avoidance of any doubt, the Tennessee Business Corporation Act and the listing or other standards of any applicable stock exchange.

" LLC " means Buck Holdings, LLC

" LLC Agreement " shall have the meaning set forth in the Recitals.

" Partnership " shall have the meaning set forth in the Preamble.

" Partnership Agreement " means the Amended and Restated Limited Partnership Agreement of the Partnership, as the same may be amended, modified or supplemented from time to time.

" Person " means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any government or agency or political subdivision thereof.

" Securities Act " means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated pursuant thereto.

" Sponsor Shareholders " shall mean the Goldman Shareholders and the KKR Shareholders.

SECTION 1.2. Construction . Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter forms and the singular form of words shall include the plural and vice versa. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes. Whenever the

words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” (except to the extent the context otherwise provides). This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

ARTICLE II

CORPORATE GOVERNANCE

SECTION 2.1. Board of Directors.

(a) Effective as of the Closing Date, the Board shall be comprised of six members (each, a “ Director ”), of whom two shall be designees of the KKR Shareholders, one shall be a designee of the Goldman Shareholders, one designee shall be the Chief Executive Officer of the Company and two designees shall be nominated by the Board and shall be “independent directors” pursuant to applicable listing standards.

(b) Following the Closing Date, the KKR Shareholders shall have the right, but not the obligation, to nominate to the Board a number of designees equal to: (i) up to a majority of the total number of directors comprising the Board (the “ Total Number of Directors ”), so long as the Partnership beneficially owns, directly or indirectly, more than 50% of the then outstanding shares of Common Stock; (ii) up to 40% of the Total Number of Directors, in the event that the Partnership beneficially owns, directly or indirectly, more than 40%, but less than or equal to 50%, of the then outstanding shares of Common Stock; (iii) up to 30% of the Total Number of Directors, in the event that the Partnership beneficially owns, directly or indirectly, more than 30%, but less than or equal to 40%, of the then outstanding shares of Common Stock; (iv) up to 20% of the Total Number of Directors, in the event that the Partnership beneficially owns, directly or indirectly, more than 20%, but less than or equal to 30%, of the then outstanding shares of Common Stock; and (v) up to 10% of the Total Number of Directors, in the event that the Partnership beneficially owns, directly or indirectly, at least 5% of the then outstanding shares of Common Stock. For purposes of calculating the number of directors that the KKR Shareholders are entitled to designate pursuant to the immediately preceding sentence, any fractional amounts shall automatically be rounded up to the nearest whole number (e.g., 1¼ Directors shall equate to two Directors) and any such calculations shall be made on a pro forma basis, including, for the avoidance of doubt, taking into account any increase in the size of the Board. In the event that the KKR Shareholders have nominated less than the total number of designees the KKR Shareholders shall be entitled to nominate pursuant to this Section 2.1(b), the KKR Shareholders shall have the right, at any time, to nominate such additional designees to which it is entitled, in which case, the Directors shall take all necessary corporate action to (x) increase the size of the Board as required to enable the KKR Shareholders to so nominate such additional designees and (y) designate such additional designees nominated by the KKR Shareholders to fill such newly-created vacancies. Each such designee whom the KKR Shareholders shall actually nominate pursuant to this Section 2.1(c) and is thereafter elected to the Board to serve as a Director shall be referred to herein as a “ KKR Designee ”. In addition, in the event that the KKR Shareholders have the right to designate only one Director

pursuant to this Section 2.1(b), then the KKR Shareholders shall also have the right to designate one additional individual (an " Observer ") to attend all Board meetings; provided , that such Observer shall not have the right to participate in any vote, consent or other action of the Board or its committees.

(c) Following the Closing Date, so long as the Goldman Shareholders collectively beneficially own, directly or indirectly, at least 5% of the then outstanding shares of Common Stock, the Goldman Shareholders shall have the right, but not the obligation, to nominate to the Board one designee. In addition, so long as the Goldman Shareholders are entitled to nominate one Director, the Goldman Shareholders shall have the right to designate one Observer to attend all meetings of the Board; provided , that, such Observer shall not have the right to participate in any vote, consent or other action of the Board or its committees.

(d) In the event that a Sponsor Shareholder ceases to have the right to designate a person to serve as a Director pursuant to this Section 2.1, one of such Sponsor Shareholder's designees to the Board shall resign immediately or the Sponsor Shareholders shall take all action necessary to remove such designee, and the size of the Board shall be reduced accordingly.

(e) Any Director designated by a Sponsor Shareholder may be removed (with or without cause) from time to time and at any time by the applicable Sponsor Shareholder upon notice to the Company, and may otherwise only be removed for Cause. Any replacement nominee may only be nominated by the Sponsor Shareholder who nominated the Director so removed.

(f) In the event that a vacancy is created at any time by the death, disability, retirement or resignation of any Director designated pursuant to this Section 2.1, the remaining Directors and the Company shall cause the vacancy created thereby to be filled by a new designee of the KKR Shareholders or the Goldman Shareholders, as the case may be, who designated such Director as soon as possible, and the Company hereby agrees to take, at any time and from time to time, all actions necessary to accomplish the same.

(g) The Company agrees to include in the slate of nominees recommended by the Board the persons designated pursuant to this Sections 2.1 and the Goldman Designees and to use its best efforts to cause the election of each such designee to the Board, including nominating such individuals to be elected as Directors as provided herein.

(h) The Partnership agrees to vote its shares of Common Stock, and each of the Sponsor Shareholders agrees to cause the Partnership to vote its shares of Common Stock, to the extent required by applicable Law, to effectuate the provisions of this Agreement, including this Section 2.1.

SECTION 2.2. Committees . (a) For so long as the Company qualifies as a "controlled company" under applicable listing standards and subject to applicable Law, (x) the KKR Shareholders shall have the right, but not the obligation, to designate (A) a majority of the members of any Nominating and Corporate Governance Committee or similar committee of the Board and (B) up to two members of any Compensation Committee or similar committee of the

Board and (y) the Goldman Shareholders shall have the right, but not the obligation, to designate one member of each such committee, so long as the Goldman Shareholders have the right to designate a Director pursuant to Section 2.1(b). In the event that the Company no longer qualifies as a "controlled company" under applicable listing standards, the KKR Shareholders shall continue to have the right to designate at least one member of each such committee of the Board for so long as permitted under applicable Law; provided , however , the KKR Shareholders shall cease to have such right to designate a committee member in the event that the KKR Shareholders cease to have the right to designate a Director pursuant to Section 2.1(b).

(b) In the event that the KKR Shareholders do not have the right to designate a member of any committee of the Board under applicable Law or this Agreement, then the KKR Shareholders shall have the right to appoint an Observer to any such committee and if the Goldman Shareholders do not have the right to designate a member of any such committee under applicable Law or this Agreement, then the Goldman Shareholders shall have the right to appoint an Observer to any such committee as to which the KKR Shareholders shall have so designated an Observer; provided , however , each of the KKR Shareholders and the Goldman Shareholders shall cease to have the right to designate an Observer to any such committee in the event that the KKR Shareholders or the Goldman Shareholders, as applicable, cease to have the right to designate a Director pursuant to Section 2.1(b).

SECTION 2.3. Consent Rights . For so long as the Partnership beneficially owns 35% or more of the then outstanding shares of Common Stock, the following actions by the Company or any of its Subsidiaries shall require the approval of all KKR Shareholders, in addition to the Board's approval (or the approval of the requisite governing body of any Subsidiary of the Company):

(a) the hiring or firing of the chief executive officer of the Company;

(b) any Change of Control;

(c) entering into any agreement providing for the acquisition or divestiture of assets or Persons, in each such case providing for aggregate consideration in excess of $1 billion; and

(d) any issuance of equity securities by the Company or any of its Subsidiaries for an aggregate consideration in excess of $100 million.

SECTION 2.4. Outside Activities . (i) Any of the Sponsor Shareholders, Directors appointed by a Sponsor Shareholder or Affiliates of the foregoing, other than any employee of the Company or its Subsidiaries, may engage in or possess any interest in other investments, business ventures or Persons of any nature or description, independently or with others, similar or dissimilar to, or that competes with, the investments or business of the Company and its Subsidiaries, and may provide advice and other assistance to any such investment, business venture or Person, (ii) the Company and the shareholders of the Company shall have no rights by virtue of this Agreement in and to such investments, business ventures or Persons or the income or profits derived therefrom, and (iii) the pursuit of any such investment or venture, even if competitive with the business of the Company and its Subsidiaries, shall not be deemed wrongful

or improper. No Sponsor Shareholder, Director appointed by a Sponsor Shareholder or Affiliate of the foregoing, other than any employee of the Company or its Subsidiaries, shall be obligated to present any particular investment or business opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be pursued by the Company, and any Sponsor Shareholder, Director appointed by a Sponsor Shareholder or Affiliate of the foregoing, other than any employee of the Company or its Subsidiaries, shall have the right to pursue for its own account (individually or as a partner or a fiduciary) or to recommend to any other Person any such investment opportunity. Each Director appointed by a Sponsor Shareholder who is an employee of the Company or its Subsidiaries shall, promptly after becoming aware of any investment or business opportunity or venture such Person reasonably believes may be within the scope of the business objectives of the Company and its Subsidiaries or otherwise competitive with the business of the Company or any Subsidiary thereof (any such opportunity or venture a " Covered Opportunity "), present such Covered Opportunity to the Company and assist the Company and its Subsidiaries in the event they elect to pursue such Covered Opportunity. No Director appointed by a Sponsor Shareholder who is an employee of the Company or its Subsidiaries may pursue a Covered Opportunity in his or her personal capacity or in conjunction with or on behalf of any other Person without the prior written approval of the Board.

ARTICLE III

GENERAL PROVISIONS

SECTION 3.1. Notices .

(a) Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied and confirmed, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service with proof of receipt maintained, at the following addresses (or any other address that any such party may designate by written notice to the other parties):

(i) if to the KKR Shareholders:

c/o KKR 2006 Fund L.P.
c/o Kohlberg Kravis Roberts & Co. L.P.
2800 Sand Hill Road, Suite 200
Menlo Park, CA 94025
Attention: Michael C. Calbert
Fax: (650) 233-6584

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Marni Lerner
Telecopy: (212) 455-2502

(ii) if to the Goldman Sachs Shareholders:

c/o Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004
Attention: Adrian Jones
Fax: (212) 357-5505

with a copy (which shall not constitute notice) to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Brian Mangino
Telecopy: (212) 859-4000

(iii) if to the Partnership:

Buck Holdings, LLC
c/o Kohlberg Kravis Roberts & Co. L.P.
2800 Sand Hill Road, Suite 200
Menlo Park, CA 94025
Attention: Michael C. Calbert
Fax: (650) 233-6584

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Marni Lerner
Telecopy: (212) 455-2502

(iv) if to the Company:

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Attention: Susan S. Lanigan
Telecopy: (615) 855-5180

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Marni Lerner
Telecopy: (212) 455-2502

(b) Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy, be deemed received on the first business day following confirmation; shall, if delivered by nationally recognized overnight delivery service, be deemed received the first business day after being sent; and shall, if delivered by mail, be deemed received upon the earlier of actual receipt thereof or five (5) business days after the date of deposit in the United States mail.

(c) Whenever any notice is required to be given by Law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

SECTION 3.2. Amendment; Waiver . This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by each of the parties hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

SECTION 3.3. Further Assurances . The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof.

SECTION 3.4. Assignment . This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns under the Partnership Agreement and/or the LLC Agreement. Except as specifically provided herein or in connection with a transfer made in accordance with the terms of the Partnership Agreement and the LLC Agreement, this Agreement may not be assigned without the express prior written consent of the other parties hereto, and any attempted assignment, without such consents, will be null and void.

SECTION 3.5. Third Parties . This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary hereto.

SECTION 3.6. Governing Law . This Agreement shall be governed by and construed in accordance with, the laws of the State of New York.

SECTION 3.7. Jurisdiction . In any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement, each of the parties hereto unconditionally accepts the non-exclusive jurisdiction and venue of the courts of the State of New York in New York County or the United States District Court for the Southern District of New York, and the appellate courts to which orders and judgments thereof may be appealed. In any such judicial proceeding, the parties hereto agree that in addition to any method for the service of process permitted or required by such courts, to the fullest extent permitted by Law, service of process may be made by delivery provided pursuant to the directions in Section 3.1. EACH OF THE PARTIES HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RELATING TO THE COMPANY OR ITS OPERATIONS.

SECTION 3.8. Specific Performance . Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to specific performance of this Agreement without the posting of bond.

SECTION 3.9. Entire Agreement . This Agreement, together with the LLC Agreement and the Partnership Agreement, sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. Except for the LLC Agreement and the Partnership Agreement, there are no agreements, representations, warranties, covenants or understandings with respect to the subject matter hereof or thereof other than those expressly set forth herein and therein. This Agreement, together with the LLC Agreement and the Partnership Agreement, supersedes all other prior agreements and understandings between the parties with respect to such subject matter.

SECTION 3.10. Severability . If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions

of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

SECTION 3.11. Table of Contents, Headings and Captions . The table of contents, headings, subheadings and captions contained in this Agreement are included for

convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

SECTION 3.12. Counterparts . This Agreement and any amendment hereto may be signed in any number of separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one Agreement (or amendment, as applicable).

SECTION 3.13. Effectiveness This Agreement shall become effective upon the Closing Date. If the IPO is not consummated on or prior to December 31, 2009, this Agreement shall automatically be of no force and effect.

SECTION 3.14. No Recourse . This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, shareholder, agent, attorney or representative of any party hereto shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Shareholders' Agreement to be duly executed as of the date first above written.

DOLLAR GENERAL CORPORATION

By: /s/ Susan Lanigan
Name: Susan Lanigan
Title: Executive Vice President, General Counsel

BUCK HOLDINGS, L.P.

By: Buck Holdings, LLC, its General Partner

By: /s/ Raj Agrawal
Name: Raj Agrawal
Title: Manager and Vice President

BUCK HOLDINGS, LLC

By: /s/ Raj Agrawal
Name: Raj Agrawal
Title: Manager and Vice President

KKR 2006 FUND L.P.

By: KKR Associates 2006 L.P.,
its General Partner

By: KKR 2006 GP LLC, the General Partner of KKR Associates 2006 L.P.

By: /s/ William J. Janetchek
Name: William J. Janetchek
Title:

KKR PEI INVESTMENTS, L.P.

By: KKR PEI Associates, L.P.,
its General Partner

By: KKR PEI GP Limited, the General Partner of KKR PEI Associates, L.P.

By: /s/ William J. Janetchek
Name: William J. Janetchek
Title:

KKR PARTNERS III, L.P.

By: KKR III GP LLC,
its General Partner

By: /s/ William J. Janetchek
Name: William J. Janetchek
Title:

8 NORTH AMERICA INVESTOR L.P.

By: KKR Associates 8 NA L.P.,
its General Partner

By: KKR 8 NA Limited, the General Partner of KKR Associates 8 NA L.P.

By: /s/ William J. Janetchek
Name: William J. Janetchek
Title:

GS CAPITAL PARTNERS VI PARALLEL, L.P.

By: GS ADVISORS VI, L.L.C.
its General Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Managing Director

GS CAPITAL PARTNERS VI GMBH & CO. KG

By: GS ADVISORS VI, L.L.C.
its Managing Limited Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Managing Director

GS CAPITAL PARTNERS VI FUND, L.P.

By: GSCP VI ADVISORS, L.L.C.
its General Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Managing Director

GS CAPITAL PARTNERS VI OFFSHORE FUND, L.P.

By: GSCP VI OFFSHORE ADVISORS, L.L.C.
its General Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Managing Director

GOLDMAN SACHS DGC INVESTORS, L.P.

By: GS DGC Advisors, L.L.C.
its General Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Managing Director

GOLDMAN SACHS DGC INVESTORS OFFSHORE HOLDINGS, L.P.

By: GS DGC OFFSHORE ADVISORS, INC.
its General Partner

By: /s/ Adrian Jones
Name: Adrian Jones
Title: Managing Director