

DOLLAR GENERAL CORP

FORM 8-K (Current report filing)

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Address	100 MISSION RIDGE GOODLETTSVILLE, TN, 37072
Telephone	6158554000
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Industry	Discount Stores
Sector	Consumer Cyclical
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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): December 7, 2004

Dollar General Corporation

(Exact Name of Registrant as Specified in 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

37072

(Address of Principal Executive Offices)

(Zip Code)

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

(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))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On December 7, 2004, Dollar General Corporation (the "Company") established a supplemental disability program for officers and certain highly compensated employees. UnumProvident will serve as the insurance provider and will issue individual disability insurance policies to eligible persons who participate. Premiums will be paid by the Company for all participants with annual base salaries of at least \$225,000, and by the participant for participants with annual base salaries of less than \$225,000. A copy of the documents comprising the supplemental disability program is filed herewith as Exhibit 99 and incorporated by reference as if fully set forth herein.

The supplemental disability program is effective for policies written on or after January 1, 2005 and provides a disability income benefit generally to age 67 in the amount of 75% of base salary less the amount of any other disability income protection provided to employees on a group or individual basis, including without limitation the Company's long-term disability plan for exempt salaried employees. The guaranteed issue limit on the supplemental disability is up to \$5,000 per month for participants with annual base salaries of at least \$225,000 and \$3,000 per month for participants with annual base salaries of less than \$225,000. The exact amount of coverage will vary based on any individual underwriting limitations. Currently, the Company's group long-term disability plan for exempt salaried employees provides a benefit of up to 60% of base salary with a maximum of \$20,000 per month. Effective January 1, 2005, the maximum will be reduced to \$15,000 per month.

In addition to the policies to be issued under the supplemental disability program, the Company previously purchased individual disability policies for the following named executive officers: David Perdue, Chairman and Chief Executive Officer, Tom Hartshorn, Executive Vice President of New Business Development, and Stonie O'Briant, Executive Vice President of Merchandising, Marketing and Strategic Planning. These policies will continue on an individual basis and the Company will continue paying premiums.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

- (a) Financial Statements of businesses acquired. N/A
- (b) Pro Forma Financial Information. N/A
- (c) 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: December 8, 2004

DOLLAR GENERAL CORPORATION

By: /s/ Susan S. Lanigan
Susan S. Lanigan
Senior Vice President and General Counsel

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99	Dollar General Corporation Supplemental Executive Disability Program.

EMPLOYER SPONSORED MULTILIFE AGREEMENT

This Agreement dated and effective December 7, 2004 is by and between Dollar General Corporation of Goodlettsville, TN (hereinafter called the Employer) and the selected UnumProvident Corporation affiliate or affiliates (hereinafter called the Insurance Company).

P Provident Life and Accident Insurance Company, 1 Fountain Square, Chattanooga, TN 37402

Unum Life Insurance Company of America, 2211 Congress Street, Portland ME 04122

The Paul Revere Life Insurance Company, 18 Chestnut Street, Worcester, MA 01608-1528

This is a Multilife Employer Sponsored plan of individual disability insurance. In consideration of the covenants and conditions as herein provided, the Insurance Company agrees to accept premiums in accordance with its published rates and discount for policies where premiums are so deducted and remitted. The Employer agrees, with respect to policies issued by the Insurance Company, to certain employees:

PAYMENT and BILLING (Check one):

- P To pay in full the required premiums (**100% Employer Pay**) for such policies and to remit such premiums to the Insurance Company when due. (Refund check will be sent to the Employer when there is an overpayment).
- To pay between 50% and 99% of the required premiums and to make salary deductions of the remainder of the required premiums for such policies, and to remit such premiums to the Insurance Company when due. (Refund check will be sent to the Employer when there is an overpayment).
- P To make salary deductions for required premiums (**100% Employee Pay**) for such policies and to remit such premiums to the Insurance Company when due (Refund check will be sent to the Insured when there is an overpayment).
- To pay between 1% and 49% of the required premium and to make salary deductions of the remainder of the required premiums for such policies, and to remit such premiums to the Insurance Company when due. (Refund check will be sent to the Insured when there is an overpayment).
- To sponsor and endorse the voluntary purchase of such policies billed on an individual employee bank draft or direct bill basis. (Refund check will be sent to the Insured when there is an overpayment).

It is mutually understood that this agreement can be terminated by either party subject to a thirty day written notice.

By: /s/ Jeffrey R. Rice
(Company Officer) Print & Sign

By: /s/ William Morgan
(UnumProvident Officer) Print & Sign

IMPORTANT NOTICE TO EMPLOYER

IF THIS INSURANCE IS NOT PART OF AN EMPLOYEE BENEFIT PLAN, PLEASE DISREGARD THIS NOTICE.

The following is in reference to the Civil Rights Act prohibiting sex discrimination in employee benefit plans on the basis of pregnancy as a cause of disability.

This legislation applies to employee benefit plans. It may affect the female employees who have an individual disability income policy issued to them, by the Insurance Company, in connection with your employee benefit plan.

Disabilities due to complications of either pregnancy or childbirth are covered by certain policies of the affiliates of the UnumProvident Corporation. However, disabilities due to either normal pregnancy or childbirth are excluded in whole or in part for the first 90 days of sickness unless required by specific state regulation. If a policy has such an exclusion, the following provision applies:

We will pay benefits for a sickness disability caused by normal pregnancy or childbirth as follows:

1. Benefits for such disability will begin on the 91st day of total disability if the employee's policy has an earlier Commencement Date. (The Commencement Date is the day benefits begin under the employee's policy). You will be required to provide coverage from the Commencement Date through the 90th day.
2. Benefits for such disability will begin on the policy Commencement Date if the Commencement Date is the 91st day or later.

We will pay benefits while the disability continues, but not beyond the policy benefit period for sickness. The amount of the benefit we will pay is the same as that provided by the policy.

To be entitled to benefits, the employee must have the Insurance Company's disability income policy issued in conjunction with your employee benefit plan. The disability must occur while the individual is in your employ, and must meet the definition set forth in her inforce policy.

We ask that, at the time a maternity claim is presented, you advise us if you have an employee benefit plan that may be affected.

If you have any questions regarding this notice, you may contact your Sales Representative.

Supplemental Income Protection Plan

December 6, 2004

Developed Specifically For: Dollar General
Risk # 141400 & 141401
Income III Choice NC (without Update)

Presented by: William Taylor

Prepared by: Christopher Morris

Plan Offering

Thank you for considering UnumProvident for your Supplemental Income Protection insurance plan in conjunction with the Employer Sponsored Multilife Agreement. Enclosed with your plan offering are detailed plan specifications and an offer request document. UnumProvident is pleased to partner with Dollar General to provide these benefits to your employees. Specifically, your customized plan design includes:

Guaranteed Standard Issue (GSI) Supplemental Income Protection Plan Summary

	Tier I	Tier II
Eligibility	All Full-time Executives with earnings of \$225,000 or more annually as of 11-1-04.	All other Management & Executives earning less than \$225,000 annually in job grade 28 or above.
Insurable Income	Base Salary	Base Salary
Plan Design	75% of monthly insurable income less LTD to amount of the GSI offer	75% of monthly insurable income less LTD to amount of the GSI offer
LTD Plan	UnumProvident: 60% of Base Salary to a maximum of \$15,000, 100% Employer Paid	UnumProvident: 60% of Base Salary to a maximum of \$15,000, 100% Employer Paid
GSI Benefit Maximum	\$5,000	\$3,000
Elimination Period	180 days	180 days
Benefit Period	To Age 67	To Age 67
Contract Type	Income III Choice / Non-Cancelable Contract (without Update)	Income III Choice / Non-Cancelable Contract (without Update)
Contributory Status	Employer Paid	Employee Paid
Participation Requirement	100% (8 lives)	40% (48 lives)
Discount	20% Multilife	20% Multilife
Optional Additional Benefits:	Catastrophic Disability Benefit - 25% to \$8,000(replacement not to exceed 100%) with limited medical underwriting	Catastrophic Disability Benefit - 25% to \$8,000(replacement not to exceed 100%)with limited medical underwriting
	Guaranteed Coverage Increase (GCI)	Guaranteed Coverage Increase (GCI)

Income Series III (Choice) Non-Cancellable Contract

Benefit Period

To Age 67

Elimination Period

Benefits begin after a waiting period of 180 days

Income Replacement for Total Disability

- **Φορ της Δυρατιον οφ Ψουρ Βενεφит Περιοδ:** α μοντηλψ ινχομε βενεφит ωιλλ βε παιδ ιφ ψου αρε διαβλεδ ιν ψουρ οων οχχυπατιον, νοτ ωορκινγ ιν ανοτηερ οχχυπατιον ανδ υνδερ απηψισιχιαν σ χαρε
- **2 Ψεαρσ Μενταλ Δισορδερ Βενεφит**

Return-To-Work Benefits

- **Ρεθαβιλιτατιον Σερωιχεσ:** απαιλαβλε το ψου ωηιλε ψου αρε τοταλλψ ορ παρτιαλλψ διαβλεδ ανδ δεσιγνεδ το ηελπ ψου ρετυρν το ωορκ. Ινχλυδε χοορδινατιον οφ πηψισιχαλ τηεραπψ, ψοχατιον τεστινγ, ρετραινινγ, χαρεερ χουνσελινγ, πλαχεμεντ σερωιχεσ, ωορκσιτε μοδιφιχατιονσ, ετχ.
- **Ρεσιδυαλ Βενεφитσ:** μοντηλψ βενεφитσ φορ λεσσ-τηαν-τοταλ διαβιλιτψ, βασειδ ον ψουρ προπορτιονατε λοσσ οφ ινχομε, φορ της δυρατιον οφ της Βενεφит Περιοδ ψου χηοσε φορ ψουρ πολιχψ
- **Ωορκ Ινχεντιωε Βενεφит:** ωηεν ψου ρετυρν το ωορκ, ψου ωιλλ ρεχειωε α σηορτ-τερμ ινχεντιωε φορ υπ το 12 μοντησ εθυαλ το της διφφερενχε βετωεεν ψουρ πριορ ινχομε ανδ ψουρ χυρρεντ ινχομε, φορ υπ το 100% ινχομε ρεπλαχεμεντ (συβφεχτ το της μαξιμουμ βενεφит αμουντ)

- **Ρεχοωερψ Βενεφит:** παιδ φορ υπ το 12 μοντησ αφτερ ψου ρετυρν το ωορκ φυλλ τιμε ιν ψουρ οων οχχυπατιον βυτ χοντινυε το ηαωε α λοσσ οφ εαρνινγσ ωηιλε ψου ρεβυιλδ ψουρ βυσινεσσ ορ χυστομερ βυσινεσσ

Other Features *

- **Λιφετιμε Χοντινυατιον:** ψου χαν εξχηανγε ψουρ ινχομε προτεχτιον φορ λογγ-τερμ χαρε ινσυρανχε χοωεραγε βετωεεν της αγεσ οφ 60 ανδ 70. Ψουρ βασει πολιχψ ΛΤΧ βενεφит ωιλλ βε Ξ3,000 περ μοντη (ορ Ξ100 περ δαψ, ιφ στατε-ρεθυιρεδ). Ψουρ ΛΤΧ βενεφит περιοδ ωιλλ βε σιξ ψεαρσ
**Not available in CT, FL & TX.*
- **Πυρχηασε Οπτιον Γυαραντεε:** ψου χαν εξχηανγε ψουρ ινχομε προτεχτιον φορ λογγ-τερμ χαρε ινσυρανχε χοωεραγε βετωεεν της αγεσ οφ 60 ανδ 75. Ψουρ βασει πολιχψ ΛΤΧ βενεφит ωιλλ βε Ξ3,000 περ μοντη (ορ Ξ100 περ δαψ, ιφ στατε-ρεθυιρεδ). Ψουρ ΛΤΧ βενεφит περιοδ ωιλλ βε σιξ ψεαρσ
**Only available in TX.*

Optional Benefits

- **Γυαραντεεδ Χοωεραγε Ινχρεασε:** αλλοωσ εμπλοψερ ορ εμπλοψεεσ το ινχρεασε μοντηλψ βενεφит ωιτηουτ εωιδενχε οφ μεδιχαλ ινσυραβιλιτψ υπ το της ΓΣΙ Βενεφит Μαξιμουμ ασ σαλαρψ ινχρεασεσ οχχυρ
- **Μοντηλψ Χαταστροπηχ Βενεφит:** αδδεδ το ψουρ ινχομε βενεφит, ρεπλαχινγ υπ το 100% οφ ψουρ πριορ ινχομε ανδ παψινγ ιν της εωεντ οφ χερταιν ωερψ σεριουσ διαβιλιτιεσ τηατ αρε λικελψ το ινχρεασε ψουρ λιωινγ εξπενσεσ (ψουρ ινσυρανχε προφεσσιοναλ

χαν προϋιδε ινφορματιον ον
πηψσιχαλ χονδιτιονσ τηατ
αππλψ)

This is a brief summary of the general coverage provided by the Income III (Choice) coverage package of UnumProvident's Income Series (policy 600 or 601). The policy or its provisions may vary or be unavailable in some states. The policy also has exclusions and limitations that may affect any benefits payable. See your insurance professional for complete details on provisions and availability.

TERMS & CONDITIONS

Who is eligible

This offer is extended to all eligible individuals (as defined under “Eligibility” on page 1) who are U.S. citizens or permanent U.S. residents possessing a green card.

For the period of time commencing 180 Days prior to and including the date of application, applicants must have been able to continuously work full time (30 hours or more per week) performing all the duties of their occupation without limitation due to injury or sickness, and not have been homebound or hospitalized due to significant injury or sickness.

Basis of Issue

A standard offer means no modifications can be made to the contract’s premium rate, elimination period, benefit period or monthly benefit amounts to adjust for a pre-existing medical condition.

All applicants will be asked questions for current Activities of Daily Living (ADL) losses. If any ADL loss or applicable pre-existing condition exists on the date of the application, no Lifetime Continuation to Long Term Care (Purchase Option Guarantee in Texas) will be included in the policy, and no Catastrophic Benefit will be issued where applicable.

The benefit will program around any coverage already in-force or applied for. Total coverage to be in-force would not exceed this plan design or our issue and participation limits. The benefit may be offset by any in-force individual coverage that was issued on a guaranteed standard basis.

Minimum policy size is Tier 1: \$300 - must financially qualify; Tier 2: \$300.

Any additional amounts purchased beyond this offer amount will be considered to be outside the plan design and subject to our normal medical and financial underwriting guidelines.

Financial Requirements

We will accept a company-provided census (electronic preferred) listing employee name, date of birth, job title and compensation (defined as Insurable Income on Page 1) as income documentation. For purposes of insurable income, base salary is defined as stable annual salary. Variable compensation may include bonus, commissions, K-1 earnings and other forms of incentive compensation, and is defined as a two-year average of compensation or last year’s if less. If only a one-year history of variable compensation documentation is available due to an individual not having been employed long enough to generate a two-year history, we will consider 75% of the variable compensation as insurable. Insurable income should be broken down into base salary and variable compensation in the census, if applicable.

Application Type

Net Worth and Unearned Income considerations will be disregarded.

Tier 1 A-32395 (short form), Tier 2 A-32395 (short form), Tier 3 A-32395 (short form)

OFFER REQUEST

- Τησ οφφερ μυστ βε σιγνεδ ανδ ρεχειωεδ βψ ουρ Αδωανχεδ Σαλεσ Δεπαρτμεντ βεφορε αππλιχατιονσ χαν βε αχχεπτεδ.
- Ωριττεν ρεθυεστ φορ τησ οφφερ μυστ βε ρεχειωεδ βψ Φεβρυαρη 17, 2005.
- Τηε αβοωε οφφερ ισ χοντινγεντ υπον χυρρεντ ρατεβοοκ ανδ στατε ρεγυλατιονσ ιν εφφεχτ ατ αππλιχατιον τιμε. Ανψ χηανγε ιν πλαν δεσιγν, ελιγιβιλιτυ/παρτιχιπατιον ρεθυιρεμεντσ, πρεμιυμ παψερ, ετχ. ρεθυιρεσ ωριττεν αππροωαλ βψ ουρ Αδωανχεδ Σαλεσ Δεπαρτμεντ.

EMPLOYER AND PRODUCER

OBLIGATIONS/ENROLLMENT PROCESS

- Ιν ορδερ το συμπορτ τηε Ινδιβιδυαλ Ινχομε Προτεχτιον ΓΣΙ βενεφιτ ανδ ασ α χονδιτιον οφ τησ οφφερ, ΥνυμΠροωιδεντ ρεθυιρεσ τηατ αν εφφεχτιωε χομμυνιχατιον ανδ ενρολλμεντ στρατεγη βε ιν πλαχε ανδ αππροωεδ βψ ΥνυμΠροωιδεντ το ασσυρε τηε μινιμυμ παρτιχιπατιον ισ αχηιεωεδ. Ιφ τηε ρεθυιρεδ 40% παρτιχιπατιον ισ νοτ αχηιεωεδ ιν Τιερ ΙΙ, τησ οφφερ ωιλλ βε μοδιφιεδ βψ τηε αμουντ οφ γυαραντεε ισσυε αωαιλαβλε φορ Τιερ ΙΙ.
- ΥνυμΠροωιδεντ ωιλλ βε προωιδεδ ωιτη α φυλλ χενσυσ (ναμε, φοβ, τιτλε, ινσυραβλε ινχομε, ΔΟΒ, γενδερ ανδ εμπλοψεε Σοχιαλ Σεχυριτυ Νυμβερ) τηατ ωιλλ αλλοω φορ τηε δεωελοπμεντ οφ περσοναλιζεδ ενρολλμεντ ματεριαλσ ινχλυδιγ πρε-πριντεδ αππλιχατιονσ φορ εαχη εμπλοψεε.
- Τηε χομμυνιχατιον στρατεγη ωιλλ ενχομπασσ αν εμπλοψερ ενδορσεμεντ λεττερ, τηε διστριβυτιον οφ περσοναλιζεδ ενρολλμεντ ματεριαλσ φορ εαχη εμπλοψεε ανδ φολλοω-υπ το εαχη εμπλοψεε το ρεωιεω τηειρ περσοναλιζεδ βενεφιτ προποσαλ.
- Αλλ αππλιχατιονσ μυστ βε συβμιττεδ ωιτηιν 90 Δαψσ φορομ τηε δατε οφ τησ οφφερ ρεθυεστ. Αφτερ τηε ινιτιαλ ενρολλμεντ, νεω εμπλοψεεσ μυστ αππλυ φορ χοωεραγε ωιτηιν 90 Δαψσ οφ δατε οφ ηιερε ορ ελιγιβιλιτυ.
- Εμπλοψεεσ ωηο ενρολλ ανδ φυλλψ παρτιχιπατε ιν τησ πλαν ωιλλ ηαωε τηε οππορτυνιτυ το υπδατε τηειρ χοωεραγε ωιτηιν τηε πλαν δεσιγν ανδ βενεφιτ μαξιμυμσ δυρινγ α σχηεδυλεδ αννυαλ ορ βιαννυαλ ενρολλμεντ περιοδ.

OFFER REVIEW PROCESS

This offer will be reviewed every two years and remains in effect subject to our review of the plan design, persistency and overall case success. We may request current case information and census listing eligible individuals, dates of birth, job title and current income to complete our review. Although we do not anticipate doing so, we reserve the right to withdraw or modify this offer at any time prior to the execution of this application. Factors such as experience, non-adherence to offer terms or availability of contract type could make this necessary. Also, as the amount of this offer was based on the plan design incorporating UnumProvident LTD, we will reserve the right to modify our offer if there is a change in the group LTD carrier.

Dollar General Corporation will provide 90-days notice in advance of any anticipated change or termination to this offer.

We are privileged that you have selected UnumProvident to meet your employees' income protection needs. We appreciate the opportunity to serve you and your employees, and we look forward to a continuing relationship.

OFFER ACCEPTANCE

On behalf of Dollar General, I request the offer outlined above and understand that these specifications are only available through the producer to whom this letter is addressed.

/s/ Jeffrey R. Rice

/s/ William H. Taylor

(signature)

(signature)

V.P. Human Resources

12/7/04

William H. Taylor

12/7/04

Position and Title

Date

Producer/Agent of Record

Date

(type or print clearly)

cc: Christopher Morris\Nashville