

DOLLAR GENERAL CORP

FORM 8-K (Current report filing)

Filed 02/25/09 for the Period Ending 02/25/09

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): February 25, 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

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 8.01 OTHER EVENTS.

Effective February 25, 2009, Wells Fargo Bank, National Association (the “Prior Trustee”), resigned as Trustee under (1) the Senior Indenture (the “Senior Indenture”), dated July 6, 2007, among Buck Acquisition Corp. (“Buck”), Dollar General Corporation (the “Company”), the guarantors named therein and the Prior Trustee, as supplemented by the First Supplemental Indenture to the Senior Indenture, dated as of September 25, 2007, and by the Second Supplemental Indenture to the Senior Indenture, dated as of December 31, 2007; and (2) the Senior Subordinated Indenture (the “Senior Subordinated Indenture”), dated July 6, 2007, among Buck, the Company, the guarantors named therein and the Prior Trustee, as supplemented by the First Supplemental Indenture to the Senior Subordinated Indenture, dated as of September 25, 2007, and by the Second Supplemental Indenture to the Senior Subordinated Indenture, dated as of December 31, 2007 (the Senior Indenture as supplemented and the Senior Subordinated Indenture as supplemented collectively, the “Indentures”). The Indentures provided for the issuance of the Company’s 10.625% Senior Notes due 2015 and 11.875%/12.625% Senior Subordinated Toggle Notes due 2017.

The Company entered into an Instrument of Resignation, Appointment and Acceptance (the “Instrument of Resignation”), effective as of February 25, 2009 (the “Effective Date”), with the Prior Trustee and U.S. Bank National Association (the “Successor Trustee”). The instrument of Resignation provides that, effective as of the Effective Date, (1) the Prior Trustee assigns, transfers, delivers and confirms to the Successor Trustee all of its rights, title, interest under the Indentures and all of its rights, title, interests, capacities, privileges, duties and responsibilities as Trustee under the Indentures; (2) the Company accepts the resignation of the Prior Trustee as Trustee under the Indentures and appoints the Successor Trustee as Trustee under the Indentures; and (3) the Successor Trustee accepts its appointment as successor Trustee, and shall be vested with all of the rights, title, interests, capacities, privileges, duties and responsibilities of the Trustee, under the Indentures. Nothing contained in the Instrument of Resignation shall in any way affect the Company’s obligations to the Prior Trustee under Section 7.07 of the Indentures or any lien created thereunder.

A copy of the Instrument of Resignation is attached as Exhibit 99. The foregoing description of the Instrument of Resignation is qualified in its entirety by reference to the full text of the Instrument of Resignation.

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.
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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: February 25, 2009

DOLLAR GENERAL CORPORATION

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99	Instrument of Resignation, Appointment and Acceptance, effective as of February 25, 2009, by and among Dollar General Corporation, Wells Fargo Bank, National Association, and U.S. Bank National Association.

INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

This INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (this "Instrument"), dated and effective as of February 25, 2009, by and among Dollar General Corporation, (Issuer), Wells Fargo Bank, National Association, a national banking association with trust powers duly organized and existing under the laws of the United States and having its corporate trust office at 707 Wilshire Blvd, 17th Floor, Los Angeles, CA 90017 (the "Prior Trustee") and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America (the "Successor Trustee").

WITNESSETH

WHEREAS, on July 6, 2007 Dollar General Corporation executed Indentures (the "Indentures") providing for the issuance of the 10.625%% Senior Notes due 2015 and 11.875%/12.625% Senior Subordinated Toggle Notes due 2017 (the "Securities"); and

WHEREAS, on September 25, 2007 Dollar General Corporation executed the First Supplemental Indentures and on December 31, 2007 Dollar General Corporation executed the Second Supplemental Indenture.

WHEREAS, the Prior Trustee has been acting as Trustee under the Indentures; and

WHEREAS, Section 7.08 of the Indentures provide that the Prior Trustee may resign at any time and Dollar General Corporation may remove the Trustee at any time; and

WHEREAS, Section 7.08 of the Indentures further provide that in case the Trustee shall be removed, Dollar General Corporation may appoint a successor Trustee; and

WHEREAS, Section 7.08 of the Indentures further provide that the successor Trustee shall be qualified under the provisions of such Section 7.10 of the Indentures; and

WHEREAS, Section 7.08 of the Indentures further provide that any successor Trustee appointed under the Indentures shall execute, acknowledge and deliver to Dollar General Corporation and to the Prior Trustee an instrument accepting such appointment, thereupon the removal of the Prior Trustee shall become effective and the Successor Trustee without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and responsibilities of the Prior Trustee;

NOW, THEREFORE, pursuant to the Indenture and in consideration of the covenants herein contained, it is agreed as follows (words and phrases not otherwise defined in this Instrument having the definitions given thereto in the Indentures):

1. Pursuant to the terms of the Indentures, the Prior Trustee has notified Dollar General Corporation that the Prior Trustee has resigned as Trustee under the Indentures effective as of February 25, 2009 (the "Effective Date").
2. Effective as of the Effective Date, the Prior Trustee hereby assigns, transfers, delivers and confirms to the Successor Trustee all of its rights, title, interest under the Indenture and all of its rights, title, interests, capacities, privileges, duties and responsibilities as Trustee under the Indentures, except as set forth in paragraph 19 hereof.
3. The Prior Trustee agrees to execute and deliver such further instruments and shall take such further actions as the Successor Trustee or Dollar General Corporation may reasonably request so as to more fully and certainly vest and confirm in the Successor Trustee all of the rights, title, interests, capacities, privileges, duties and responsibilities hereby assigned, transferred, delivered and confirmed to the Successor Trustee, including without limitation, the execution and delivery of any instruments required to assign all liens in the name of the Successor Trustee.
4. Effective as of the Effective Date, Dollar General Corporation hereby accepts the Prior Trustee's resignation and Dollar General Corporation appoints the Successor Trustee as successor Trustee under the Indentures; and Dollar General Corporation confirms to the Successor Trustee all of the rights, title, interest, capacities, privileges, duties and responsibilities of the Trustee under the Indentures except as set forth in paragraph 19 hereof.
5. Dollar General Corporation agrees to execute and deliver such further instruments and to take such further action as the Successor Trustee may reasonably request so as to more fully and certainly vest and confirm in the Successor Trustee all the rights, title, interests, capacities, privileges, duties and responsibilities hereby assigned, transferred, delivered and confirmed to the Successor Trustee.
6. Effective as of the Effective Date, the Successor Trustee hereby accepts its appointment as successor Trustee under the Indentures and shall be vested with all of the rights, title, interests, capacities, privileges, duties and responsibilities of the Trustee under the Indentures.
7. The Successor Trustee hereby represents that it is qualified and eligible under the provisions of Section 7.10 of the Indentures to be appointed successor Trustee and hereby accepts the appointment as successor Trustee and agrees that upon the signing of this Instrument it shall become vested with all the rights, title, interest, capacities, privileges, duties and responsibilities of the Prior Trustee with like effect as if originally named as Trustee under the Indentures.
8. The Successor Trustee shall cause notice of the removal, appointment and acceptance effected hereby to be given to the owners of the Securities.

9. Effective as of the Effective Date, the Successor Trustee shall serve as Trustee as set forth in the Indenture at its principal corporate trust office in U.S. Bank National Association, 150 Fourth Avenue North, 2nd Floor, Nashville, TN 37219 or such other address as may be specified, where notices and demands to or upon Dollar General Corporation in respect of the Securities may be served.
10. The Prior Trustee hereby represents and warrants to the Successor Trustee that:
 - a) To the best of its knowledge no Event of Default and no event which, after notice or lapse of time or both, would become an Event of Default has occurred and is continuing under the Indentures.
 - b) No covenant or condition contained in the Indentures has been waived by the Prior Trustee or to the best of its knowledge by the holders of the percentage in aggregate principal amount of the Securities required by the Indentures to effect any such waiver.
 - c) There is no action, suit or proceeding pending or threatened against the Prior Trustee before any court or governmental authority arising out of any action or omission by the Prior Trustee as Trustee under the Indentures.
 - d) The Prior Trustee has entered into no other supplement or amendment to the Indenture or any other document executed by the Prior Trustee in connection with the Securities.
 - e) As of the Effective Date, the Prior Trustee holds no moneys in any fund or account established by it as Trustee under the Indentures.
11. Each of the parties hereto hereby represents and warrants for itself that as of the date hereof, and the Effective Date:
 - a) it has power and authority to execute and deliver this Instrument and to perform its obligations hereunder, and all such action has been duly and validly authorized by all necessary proceedings on its part; and
 - b) this Instrument has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms, except as the enforceability of this Instrument may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditor's rights or by general principles of equity limiting the availability of equitable remedies.
12. The parties hereto agree that this Instrument does not constitute an assumption by the Successor Trustee of any liability of the Prior Trustee arising out of any actions or inaction by the Prior Trustee under the Indentures.

13. The parties hereto agree that as of the Effective Date, all references to the Prior Trustee as Trustee in the Indentures shall be deemed to refer to the Successor Trustee. From and after the Effective Date, all notices or payments which were required by the terms of the Indentures and Securities to be given or paid to the Prior Trustee, as Trustee, shall be given or paid to: U.S. Bank National Association, 150 Fourth Avenue North, 2nd Floor, Nashville, TN 37219.
14. The resignation, appointment and acceptance effected hereby shall become effective as of the opening of business on the Effective Date.
15. This Instrument shall be governed by and construed in accordance with the laws of the State of New York.
16. This Instrument may be executed in any number of counterparts, each of which shall be an original, but which counterparts, shall together constitute but one and the same instrument.
17. Nothing contained in this Instrument shall in any way affect the obligations or rights of Dollar General Corporation or the Prior Trustee. This Instrument shall be binding upon and inure to the benefit of Dollar General Corporation, the Prior Trustee and the Successor Trustee and their respective successors and assigns.
18. All fees paid to the Prior Trustee in advance but unearned for the period from and after the Effective Date shall be credited to any current fees owed the Prior Trustee with balance, if any, remitted to Dollar General Corporation and the fees payable by Dollar General Corporation on and after the Effective Date under the Indentures shall henceforth be invoiced by and paid to the Successor Trustee at such address and account as shall hereafter be provided by the Successor Trustee to Dollar General Corporation.
19. Nothing contained in this Instrument shall in any way affect the obligations of Dollar General Corporation to the Prior Trustee under Section 7.07 of the Indentures or any lien created thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and attested by their duly authorized officers, all as of the date and year first above written.

Dollar General Corporation

By: /s/ Wade Smith
Title: Treasurer

Attest: /s/ Barbara Springer

Wells Fargo Bank, National Association, as Prior
Trustee

By: /s/ Maddy Hall
Title: Vice President

Attest: /s/ Kheang Tan

U.S. BANK NATIONAL ASSOCIATION, as
Successor Trustee

By: /s/ Wally Jones
Title: Vice President

Attest: /s/ Czarina Farmer, AVP