

DOLLAR GENERAL CORP

FORM 8-K (Current report filing)

Filed 05/15/08 for the Period Ending 05/09/08

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

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): May 9, 2008

Dollar General Corporation

(Exact name of registrant as specified in its charter)

Tennessee

(State or other jurisdiction
of incorporation)

001-11421

(Commission File Number)

61-0502302

(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

(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 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On May 9, 2008, the Compensation Committee of the Board of Directors of Dollar General Corporation (the “Company”) authorized an amendment to the Company’s employment agreements with each of David M. Tehle, Kathleen R. Guion and Challis M. Lowe (the “named executive officers”), among others, to clarify the calculation method for certain severance payments each of such named executive officers would receive should his or her employment with the Company terminate without Cause or for Good Reason within two years following a Change in Control (all capitalized terms as defined in such employment agreements). The Company entered into an amendment to each of the named executive officer’s employment agreement to reflect this change.

The amendment clarifies that in such circumstance the named executive officer will receive, upon satisfaction of the conditions set forth in his or her applicable employment agreement, two times the named executive officer’s annual base salary and two times such officer’s target incentive payment, in each case as in effect immediately prior to the Change in Control or, if higher, immediately prior to the employment termination date. Prior to the amendment, the employment agreements had provided that the base salary and target bonus amounts to be used in the calculation would be those as in effect immediately prior to the Change in Control.

The Compensation Committee also approved an addendum to Ms. Lowe’s employment agreement to authorize extended health insurance coverage benefits to Ms. Lowe and her eligible dependents from the date of her retirement from the Company through December 31, 2008. The Company entered into this employment agreement addendum with Ms. Lowe on May 14, 2008.

The above summaries of the amendments to the employment agreements and of the addendum to Ms. Lowe’s employment agreement are qualified in their entirety by the full text of such amendments and addendum, which are attached hereto as **Exhibits 99.1 , 99.2 , 99.3 and 99.4** and 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: May 15, 2008

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>
99.1	First Amendment to Employment Agreement with David M. Tehle, dated as of May 9, 2008.
99.2	First Amendment to Employment Agreement with Kathleen R. Guion, dated as of May 9, 2008.
99.3	First Amendment to Employment Agreement with Challis M. Lowe, dated as of May 9, 2008.
99.4	Addendum to Employment Agreement with Challis M. Lowe, dated as of May 14, 2008.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“First Amendment”), which amends that certain Employment Agreement (“Agreement”) effective **April 1, 2006** between **DOLLAR GENERAL CORPORATION** (the “Company”), and **David Tehle** (“Employee”), is made and entered into by the Company and Employee as of May 9, 2008 (“First Amendment Effective Date”).

WITNESSETH:

WHEREAS, the change in control severance provisions in Section 12 of the Agreement specifically provide that the Company will pay to Employee, only upon the occurrence of certain events and fulfillment of certain conditions, a severance payment calculated by reference to Employee’s Base Salary (as defined in the Agreement) and target incentive bonus in effect immediately prior to the Change in Control; and

WHEREAS, the intent of such provision was to ensure that the Employee’s potential severance amounts were protected from reductions made after a Change in Control, and the parties desire to amend the Agreement to reflect that intent.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement as follows:

1. Section 12(a)(i) shall be amended to add the following language to the end of the provision after the words “Change in Control” and prior to the semi-colon:

“or, if greater, at the date of termination”

2. Except as expressly provided herein, the Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representative to execute, this First Amendment to be effective as of the First Amendment Effective Date.

DOLLAR GENERAL CORPORATION

By: /s/ Susan Lanigan

Its: Executive Vice President, General Counsel

Date: May 14, 2008

“EMPLOYEE”

/s/ David Tehle

David Tehle

Date: May 14, 2008

Witnessed By:

/s/ Jeffery R. Rice

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“First Amendment”), which amends that certain Employment Agreement (“Agreement”) effective **April 1, 2006** between **DOLLAR GENERAL CORPORATION** (the “Company”), and **Kathleen R. Guion** (“Employee”), is made and entered into by the Company and Employee as of May 9, 2008 (“First Amendment Effective Date”).

WITNESSETH:

WHEREAS, the change in control severance provisions in Section 12 of the Agreement specifically provide that the Company will pay to Employee, only upon the occurrence of certain events and fulfillment of certain conditions, a severance payment calculated by reference to Employee’s Base Salary (as defined in the Agreement) and target incentive bonus in effect immediately prior to the Change in Control; and

WHEREAS, the intent of such provision was to ensure that the Employee’s potential severance amounts were protected from reductions made after a Change in Control, and the parties desire to amend the Agreement to reflect that intent.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement as follows:

1. Section 12(a)(i) shall be amended to add the following language to the end of the provision after the words “Change in Control” and prior to the semi-colon:

“or, if greater, at the date of termination”

2. Except as expressly provided herein, the Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representative to execute, this First Amendment to be effective as of the First Amendment Effective Date.

DOLLAR GENERAL CORPORATION

By: /s/ Susan Lanigan

Its: Executive Vice President, General Counsel

Date: May 14, 2008

“EMPLOYEE”

/s/ Kathleen Guion

Kathleen R. Guion

Date: May 14, 2008

Witnessed By:

/s/ Julie L. Filson

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“First Amendment”), which amends that certain Employment Agreement (“Agreement”) effective **April 1, 2006** between **DOLLAR GENERAL CORPORATION** (the “Company”), and **Challis Lowe** (“Employee”), is made and entered into by the Company and Employee as of May 9, 2008 (“First Amendment Effective Date”).

WITNESSETH:

WHEREAS, the change in control severance provisions in Section 12 of the Agreement specifically provide that the Company will pay to Employee, only upon the occurrence of certain events and fulfillment of certain conditions, a severance payment calculated by reference to Employee’s Base Salary (as defined in the Agreement) and target incentive bonus in effect immediately prior to the Change in Control; and

WHEREAS, the intent of such provision was to ensure that the Employee’s potential severance amounts were protected from reductions made after a Change in Control, and the parties desire to amend the Agreement to reflect that intent.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement as follows:

1. Section 12(a)(i) shall be amended to add the following language to the end of the provision after the words “Change in Control” and prior to the semi-colon:

“or, if greater, at the date of termination”

2. Except as expressly provided herein, the Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representative to execute, this First Amendment to be effective as of the First Amendment Effective Date.

DOLLAR GENERAL CORPORATION

By: /s/ Susan Lanigan

Its: Executive Vice President, General Counsel

Date: May 14, 2008

“EMPLOYEE”

/s/ Challis M. Lowe

Challis Lowe

Date: May 14, 2008

Witnessed By:

/s/ Jeffery R. Rice

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (“Addendum”), which amends and supplements that certain Employment Agreement (“Agreement”) effective April 1, 2006 between **DOLLAR GENERAL CORPORATION** (the “Company”), and **CHALLIS M. LOWE** (“Employee”), is made and entered into by the Company and Employee as of May 14, 2008 (“Addendum Effective Date”).

WITNESSETH:

WHEREAS, the Company desires to supplement the separation benefits of Employee upon the terms and subject to the conditions hereinafter set forth, and Employee desires to accept such supplement in consideration for past and future services;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement shall be amended as follows:

In addition to the rights, compensation and benefits to which Employee is entitled under the Agreement, if Employee’s termination of employment with the Company occurs prior to December 31, 2008 (unless such termination is for “Cause”, as defined in the Agreement), the Company agrees that Employee shall be entitled to “Extended Coverage” (as defined in Section 4.12 of the Dollar General Health Benefits Plan, as currently in effect or as subsequently amended) for herself and her eligible Dependents for an Extended Coverage Period commencing on her termination of employment and normally ending December 31, 2008, after which date Employee may elect to receive COBRA continuation of coverage for the applicable period commencing January 1, 2009. Employee shall be responsible for 100% of premium costs for such extended coverage.

Except as expressly provided herein, the Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representative to execute, this Addendum to be effective as of the Addendum Effective Date.

Dollar General Corporation

/s/ Rick Dreiling

By: Rick Dreiling, CEO

/s/ Challis M. Lowe

Challis Lowe