

DOLLAR GENERAL CORP

FORM 8-K (Current report filing)

Filed 10/12/12 for the Period Ending 10/09/12

Address	100 MISSION RIDGE GOODLETTSVILLE, TN, 37072
Telephone	6158554000
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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): **October 9, 2012**

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**

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))
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Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed in connection with the share repurchase from Buck Holdings, L.P. described in Item 8.01 below, on October 9, 2012, Dollar General Corporation (the “Company”) entered into (1) a second amendment to the credit agreement (the “Second Amendment to the Credit Agreement”) among the Company, CitiCorp North America, Inc. as administrative agent and collateral agent, and the other agents and lenders party thereto and (2) a first amendment to the Amended and Restated Credit Agreement (the “Amendment No. 1 to Amended and Restated Credit Agreement” and, together with the Second Amendment to the Credit Agreement, the “Amendments to the Credit Agreements”) among the Company, certain subsidiary borrowers, Wells Fargo Bank, National Association as administrative agent and collateral agent, and the other agents and lenders party thereto. The Amendments to the Credit Agreements modify the terms of the Company’s existing credit agreements by adding additional capacity for the Company to repurchase, redeem or otherwise acquire shares of its capital stock for cash consideration not to exceed \$250,000,000. The foregoing summary of the material terms of the Amendments to the Credit Agreements is qualified in its entirety by reference to the copies of the Second Amendment to the Credit Agreement and Amendment No. 1 to the Amended and Restated Credit Agreement that are filed as Exhibits 4.1 and 4.2, respectively, to this Current Report on Form 8-K.

Citigroup Global Markets Inc. (an affiliate of CitiCorp North America, Inc.), Goldman, Sachs & Co. and KKR Capital Markets LLC (an affiliate of Kohlberg Kravis Roberts & Co. L.P.) acted as underwriters in connection with the secondary offering described in Item 8.01 below. Affiliates of each of Kohlberg Kravis Roberts & Co. L.P. and Goldman, Sachs & Co. (among other entities) acted as joint lead arrangers for the Amended and Restated Credit Agreement. Kohlberg Kravis Roberts & Co. L.P. and Goldman, Sachs & Co., through their investment in Buck Holdings, L.P., are significant shareholders of the Company.

Item 8.01 Other Events.

On October 10, 2012, the underwriters in the previously announced secondary offering completed their purchase of an additional 5,400,000 shares of the Company’s common stock from Buck Holdings, L.P.

As part of its previously announced share repurchase program, on October 11, 2012, the Company purchased 4,929,508 shares of Common Stock from Buck Holdings, L.P. for \$50.715 per share, which represents the price to the public in the secondary offering less underwriting discounts and commissions. The total purchase price for the repurchased shares was approximately \$250 million. In connection with the closing of the share repurchase, Buck Holdings, L.P. reimbursed the Company for approximately \$1.7 million in lender fees incurred in obtaining the Second Amendment to the Credit Agreement described above. The share repurchase from Buck Holdings, L.P. was funded with \$250 million in borrowings under the Company’s senior secured asset-based revolving credit facility.

Item 9.01 Financial Statements and Exhibits.

(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: October 12, 2012

DOLLAR GENERAL CORPORATION

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

Exhibit No.	Description of Exhibit
4.1	Second Amendment to Credit Agreement, dated as of October 9, 2012, among Dollar General Corporation, as Borrower, CitiCorp North America, Inc. as Administrative Agent, and the other financial institutions from time to time party thereto.
4.2	Amendment No. 1 to Amended and Restated Credit Agreement, dated as of October 9, 2012, among Dollar General Corporation and certain subsidiaries, as Borrowers, Wells Fargo Bank, National Association as Administrative Agent, and the other financial institutions from time to time party thereto.

SECOND AMENDMENT TO CREDIT AGREEMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of October 9, 2012 (this “**Second Amendment**”), is entered into by Dollar General Corporation, a Tennessee corporation (the “**Borrower**”), the other Credit Parties (as defined in the Credit Agreement (as defined below)), Citicorp North America, Inc., as Administrative Agent and Collateral Agent (in such capacities, the “**Agent**”), and the Lenders party hereto.

RECITALS

A. Reference is hereby made to the Credit Agreement, dated as of July 6, 2007 and amended and restated as of March 30, 2012 (as further amended, restated, supplemented or otherwise modified prior to the date hereof, and including all schedules and exhibits thereto, the “**Credit Agreement**”; capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement), by and among the Borrower, the Lenders party thereto from time to time, the Agent and the other financial institutions identified therein.

B. Each of the Borrower and the other Credit Parties (collectively, the “**Reaffirming Parties**”) is party to one or more of the Security Documents, pursuant to which, among other things, the Credit Parties provided security for the Obligations.

C. The Borrower, the other Credit Parties and the Lenders party hereto desire to amend the Credit Agreement as provided in this Second Amendment and subject to the satisfaction of the conditions precedent to effectiveness referred to in Section 3 hereof.

D. Each Reaffirming Party expects to realize substantial direct and indirect benefits as a result of this Second Amendment becoming effective and the consummation of the transactions contemplated hereby and desires to reaffirm its obligations pursuant to the Security Documents to which it is a party.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments to Credit Agreement. The Borrower, the other Credit Parties and the Lenders party hereto each agrees that on the Second Amendment Effective Date (as defined below):

(a) Section 1.1 of the Credit Agreement shall be amended by adding the following defined term in proper alphabetical order:

“**Second Amendment Effective Date**” shall mean October 9, 2012.

(b) Section 10.6 of the Credit Agreement shall be amended by (i) deleting the word “and” at the end of clause (i) thereof, (ii) replacing the “.” at the end of clause (j) thereof with “; and” and (iii) inserting the following new clause (k) therein immediately after clause (j) thereof as follows:

(k) the Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire shares of its Stock or Stock Equivalents on or about the Second Amendment Effective Date; provided that the aggregate cash consideration paid in respect of all such repurchases, redemptions and acquisitions shall not exceed \$250,000,000.

SECTION 2. Representations and Warranties. To induce the other parties hereto to enter into this Second Amendment, each Credit Party represents and warrants to the Lenders and the Agent that, as of the date hereof:

(a) the representations and warranties set forth in Section 8 of the Credit Agreement are true and correct in all material respects on and as of the date hereof to the same extent as if made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided that to the extent any such representation and warranty is already qualified by materiality or Material Adverse Effect, such representation and warranty shall be true and correct in all respects;

(b) each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of this Second Amendment and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Second Amendment. Each Credit Party has duly executed and delivered this Second Amendment and this Second Amendment constitutes the legal, valid and binding obligation of such Credit Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to general principles of equity;

(c) neither the execution, delivery or performance by any Credit Party of this Second Amendment nor compliance with the terms and provisions hereof nor the consummation of the transactions contemplated hereby will (i) contravene any applicable provision of any material law, statute, rule, regulation, order, writ, injunction or decree of any court or governmental instrumentality, (ii) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of such Credit Party or any of the Restricted Subsidiaries (other than Liens created under the Credit Documents or Liens subject to the Intercreditor Agreement) pursuant to, the terms of any Contractual Requirement to which such Credit Party or any of the Restricted Subsidiaries is a party or by which it or any of its property or assets is bound other than (A) any such breach,

default or Lien that could not reasonably be expected to result in a Material Adverse Effect or (B) as disclosed on Schedule 8.3 to the Credit Agreement or (iii) violate any provision of the certificate of incorporation, by-laws or other organizational documents of such Credit Party or any of the Restricted Subsidiaries;

(d) the execution, delivery and performance of this Second Amendment do not require any consent or approval of, registration or filing with, or other action by, any Governmental Authority, except for (i) such as have been obtained or made and are in full force and effect and (ii) such licenses, approvals, authorizations or consents the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect; and

(e) no Default or Event of Default has occurred and is continuing.

SECTION 3. Amendment Effectiveness. The effectiveness of this Second Amendment shall be subject to the following conditions precedent:

(a) the Administrative Agent shall have received from (i) the Borrower and each other Credit Party and (ii) the Required Lenders, a duly executed and delivered counterpart of this Second Amendment signed on behalf of each such party;

(b) the representations and warranties of the Borrower and the other Credit Parties set forth in Section 2 hereof shall be true and correct on and as of the Second Amendment Effective Date and no Default or Event of Default shall have occurred and be continuing, and the Administrative Agent shall have received a certificate, dated the Second Amendment Effective Date and signed by a Authorized Officer of the Borrower, certifying the accuracy of such representations and warranties and the absence of a Default or Event of Default; and

(c) the Administrative Agent shall have received for its account or the account of each Lender entitled thereto all fees in connection with this Second Amendment agreed to prior to the Second Amendment Effective Date (including all fees agreed to pursuant to Section 4 below) and all amounts due and payable to the Administrative Agent and the Collateral Agent on or prior to the Second Amendment Effective Date pursuant to the Credit Documents, including, to the extent invoiced at least 2 Business Days prior to the Second Amendment Effective Date, reimbursement of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by the Borrower or any other Credit Party hereunder or under any other Credit Document.

The date on which such conditions have been satisfied (or waived) is referred to herein as the “**Second Amendment Effective Date**.”

SECTION 4. Fees. The Borrower hereby covenants and agrees that, so long as the Second Amendment Effective Date occurs, it shall pay to each Lender that has consented to this Second Amendment and has executed and delivered a counterpart thereof to the Administrative Agent (or its designee) on or prior to 5:00 p.m. (New York City time) on the

Second Amendment Effective Date, a fee equal to 0.10% of the aggregate principal amount of such Lender's Loans outstanding on the Second Amendment Effective Date.

SECTION 5. Reaffirmation. Each Reaffirming Party (a) hereby confirms its guaranty of the Obligations pursuant to the Credit Agreement and (b) hereby confirms its respective pledges and grants of security interests, as applicable, in each case, under and subject to the terms of each of the Security Documents to which it is party, and agrees that, notwithstanding the effectiveness of this Second Amendment and the transactions contemplated hereby, any such guaranty, pledges and grants of security interests, and the terms of each of the Security Documents to which it is a party, shall continue to be in full force and effect and shall secure and guarantee, among other things, all obligations under the Credit Agreement.

SECTION 6. Effect of Amendment. On and after the Second Amendment Effective Date, each reference to the Credit Agreement in any Credit Document shall be deemed to be a reference to the Credit Agreement as amended by this Second Amendment. Except as expressly provided in this Second Amendment, nothing herein shall be deemed to entitle any Credit Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Credit Document in similar or different circumstances. On and after the Second Amendment Effective Date, this Second Amendment shall constitute a "Credit Document" for all purposes of the Credit Agreement and the other Credit Documents. On and after the Second Amendment Effective Date, as used in the Credit Agreement, the terms "Agreement," "this Agreement," "herein," "hereinafter," "hereto," "hereof," "hereunder" and words of similar import shall, unless the context otherwise requires, mean the Credit Agreement as amended by this Second Amendment.

SECTION 7. Counterparts. This Second Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Second Amendment by facsimile or other customary means of electronic transmission (e.g., "pdf") shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 8. Applicable Law. THIS SECOND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Submission to Jurisdiction; WAIVER OF JURY TRIAL. Section 13.13 of the Credit Agreement is hereby incorporated by reference herein. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECOND AMENDMENT, THE CREDIT AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 10. Headings. The headings of this Second Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

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

DOLLAR GENERAL CORPORATION ,
as the Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG RETAIL, LLC , as a Credit Party

By: /s/ John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

DOLGENCORP, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLGENCORP OF NEW YORK, INC. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLGENCORP OF TEXAS, INC. , as a Credit Party

By: /s/ John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

DG TRANSPORTATION, INC. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG LOGISTICS, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

SOUTH BOSTON HOLDINGS, INC. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer

SUN-DOLLAR, L.P. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer of South Boston Holdings, Inc., its general partner

DG PROMOTIONS, INC. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLLAR GENERAL PARTNERS , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DC FINANCIAL, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer of Dollar General Corporation, its sole member

DG STRATEGIC I, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG STRATEGIC II, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer of Dollar General Corporation, its sole member

DOLGEN MIDWEST, LLC , as a Credit Party

By: John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

DOLGEN I, INC. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLGEN II, INC. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLGEN III, INC. , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

RETAIL RISK SOLUTIONS, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer

SOUTH BOSTON FF&E, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer of Sun-Dollar, L.P., its sole member

DOLGEN CALIFORNIA, LLC , as a Credit Party

By: /s/ John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

DG ECOMMERCE, LLC , as a Credit Party

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG STRATEGIC VI, LLC , as a Credit Party

By: /s/ John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

DG STRATEGIC VII, LLC , as a Credit Party

By: /s/ John W. Feray

Name: John W. Feray

Title: Senior Vice President and Chief Financial Officer

DG STRATEGIC VIII, LLC , as a Credit Party

By: /s/ David M. Tehle

Name: David M. Tehle

Title: Executive Vice President and Chief Financial
Officer of Dollar General Corporation, its sole
member

RETAIL PROPERTY INVESTMENTS, LLC , as a Credit Party

By: /s/ David M. Tehle

Name: David M. Tehle

Title: Vice President and Chief Financial Officer

CITICORP NORTH AMERICA, INC.,
as Administrative Agent and Collateral Agent

By: /s/ Kevin Johns

Name: Kevin Johns

Title: Vice President

AMENDMENT NO. 1 TO
AMENDED AND RESTATED CREDIT AGREEMENT

AMENDMENT NO. 1 TO AMENDED AND RESTATED CREDIT AGREEMENT, dated October 9, 2012, by and among Dollar General Corporation, a Tennessee corporation (the "Parent Borrower"), the Subsidiary Borrowers parties thereto (the "Subsidiary Borrowers", and together with Parent Borrower, collectively, "Borrowers" and individually, a "Borrower"), the lending institutions from time to time parties hereto (each a "Lender" and, collectively, the "Lenders"), Wells Fargo Bank, National Association, as administrative agent (in such capacity, "Administrative Agent") and collateral agent, Citibank, N.A., HSBC Bank, USA, National Association, and Bank of America, N.A., as Syndication Agents, Wells Fargo Capital Finance, LLC, Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Lending Partners LLC, HSBC Bank, USA, National Association, J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Joint Lead Arrangers and Bookrunners, and Barclays Bank PLC, Goldman Sachs Lending Partners LLC, and J.P. Morgan Chase Bank, N.A., as Documentation Agents.

WITNESSETH:

WHEREAS, Parent Borrower and Subsidiary Borrowers have entered into financing arrangements with Administrative Agent and Lenders pursuant to which Lenders have made and may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Amended and Restated Credit Agreement, dated March 15, 2012, by and among Borrowers, Administrative Agent, Lenders and the other parties thereto (as the same now exists and is amended and supplemented pursuant hereto and may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement") and the other Credit Documents (as defined therein); and

WHEREAS, Borrowers have requested that Administrative Agent and Lenders agree to certain amendments to the Credit Agreement as set forth below, and Administrative Agent and Lenders are willing to agree to such amendments, subject to the terms and conditions herein; and

WHEREAS, by this Amendment No. 1, Borrowers, Administrative Agent and Lenders desire and intend to evidence such amendments;

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

1. Definitions.

(a) Additional Definitions. As used herein or in any of the other Credit Documents, the following terms shall have the meanings given to them below, and the Credit Agreement shall be deemed and is hereby amended to include, in addition and not in limitation, the following definitions:

(i) "Amendment No. 1" shall mean this Amendment No. 1 to Amended and Restated Credit Agreement by and among Borrowers, Administrative Agent, Lenders and the other parties thereto, as amended, modified, supplemented, extended, renewed, restated or replaced.

(ii) "Amendment No. 1 Effective Date" shall mean October 9, 2012.

(b) Interpretation. For purposes of this Amendment No. 1, unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings assigned to such terms in the Credit Agreement.

2. Limitation on Dividends. The Parent Borrower, the other Credit Parties and the Required Lenders each agree that on the Amendment No. 1 Effective Date, Section 10.6 of the Credit Agreement shall be amended by (i) deleting the word "and" at the end of clause (h) thereof, (ii) replacing the "." at the end of clause (i) thereof with "; and" and (iii) inserting the following new clause (j) therein immediately after clause (i) thereof as follows:

"(j) the Parent Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire shares of its Stock or Stock Equivalents on or about the Amendment No. 1 Effective Date; provided that the aggregate cash consideration paid in respect of all such repurchases, redemptions and acquisitions shall not exceed \$250,000,000;"

3. Representations and Warranties. Each Borrower and Guarantor hereby represents and warrants to Administrative Agent and Lenders the following (which shall survive the execution and delivery of this Amendment No. 1):

(i) This Amendment No. 1 has been duly authorized, executed and delivered by all necessary action on the part of each of the Borrowers and Guarantors which is a party hereto and is in full force and effect as of the date hereof.

(ii) The execution, delivery and performance of this Amendment No. 1 (a) is within each Borrower's and Guarantor's corporate or limited liability company powers and (b) is not in contravention of law or the terms of any Borrower's or Guarantor's certificate or articles of incorporation, by laws, or other organizational documentation, or any indenture, agreement or undertaking to which any Borrower or Guarantor is a party or by which any Borrower or Guarantor or its property are bound.

4. Condition Precedent. The amendments contained herein shall only be effective upon the receipt by Administrative Agent of counterparts of this Amendment No. 1, duly authorized, executed and delivered by (a) the Borrowers and each other Credit Party and (b) the Required Lenders.

5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Credit Documents are intended or implied, and, in all other respects, the Credit Documents are hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent that any provision of the Credit

Agreement or any of the other Credit Documents are inconsistent with the provisions of this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

6. Further Assurances. Borrowers and Guarantors shall execute and deliver such additional documents and take such additional action as may be reasonably requested by Administrative Agent to effectuate the provisions and purposes of this Amendment No. 1.

7. Governing Law. The validity, interpretation and enforcement of this Amendment No. 1 and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

8. Binding Effect. This Amendment No. 1 shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

9. Headings. The headings listed herein are for convenience only and do not constitute matters to be construed in interpreting this Amendment No. 1.

10. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic method of transmission (including by email with "pdf") shall have the same force and effect as the delivery of an original executed counterpart of this Amendment No. 1. Any party delivering an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered by their authorized officers as of the day and year first above written.

DOLLAR GENERAL CORPORATION, as Parent Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG RETAIL, LLC, as Subsidiary Borrower

By: /s/ John W. Feray
Name: John. W. Feray
Title: Senior Vice President and Chief Financial Officer

DOLGENCORP, LLC, as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLGENCORP OF NEW YORK, INC., as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLGENCORP OF TEXAS, INC., as Subsidiary Borrower

By: /s/ John W. Feray
Name: John. W. Feray
Title: Senior Vice President and Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DG TRANSPORTATION, INC., as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG LOGISTICS, LLC, as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

SOUTH BOSTON HOLDINGS, INC., as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer

SUN-DOLLAR, L.P., as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer of South Boston Holdings, Inc., its general partner

DG PROMOTIONS, INC., as Subsidiary Borrower

By: /s/ John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DOLLAR GENERAL PARTNERS, as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DC FINANCIAL, LLC, as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer of
Dollar General Corporation, its sole member

DG STRATEGIC I, LLC, as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG STRATEGIC II, LLC, as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer of
Dollar General Corporation, its sole member

DOLGEN MIDWEST, LLC, as Subsidiary Borrower

By: /s/ John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DOLGEN I, INC., as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DOLGEN II, INC., as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

RETAIL RISK SOLUTIONS, LLC, as Subsidiary Borrower

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer

SOUTH BOSTON FF&E, LLC, as Guarantor

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer of Sun-Dollar,
L.P., its sole member

DOLGEN CALIFORNIA, LLC, as Guarantor

By: /s/ John W. Feray
Name: John W. Feray
Title: Senior Vice President and Chief Financial Officer

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DG ECOMMERCE, LLC, as Guarantor

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer

DG STRATEGIC VI, LLC, as Guarantor

By: /s/ John W. Feray
Name: John. W. Feray
Title: Senior Vice President and Chief Financial Officer

DG STRATEGIC VII, LLC, as Guarantor

By: /s/ John W. Feray
Name: John. W. Feray
Title: Senior Vice President and Chief Financial Officer

DG STRATEGIC VIII, LLC, as Guarantor

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Executive Vice President and Chief Financial Officer of
Dollar General Corporation, its sole member

RETAIL PROPERTY INVESTMENTS, LLC, as Guarantor

By: /s/ David M. Tehle
Name: David M. Tehle
Title: Vice President and Chief Financial Officer

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DOLGEN III, INC., as Subsidiary Borrower

By: /s/ Robert R. Stephenson

Name: Robert R. Stephenson

Title: Assistant Secretary

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Collateral Agent, Swingline Lender, Letter of Credit Issuer and a Lender

By: /s/ Jason B. Searle

Name: Jason B. Searle

Title: Director

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JPMORGAN CHASE BANK N.A.,
as a Documentation Agent and a Lender

By: /s/ Sarah L. Freedman

Name: Sarah L. Freedman

Title: Executive Director

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KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Allen Blickensderfer

Name: Allen Blickensderfer

Title: AVP

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REGIONS BANK,
as a Lender

By: /s/ Louis Alexander

Name: Louis Alexander

Title: Attorney in Fact

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SIEMENS FINANCIAL SERVICES, INC.,
as a Lender

By: /s/ Jeffrey B. Iervese

Name: Jeffrey B. Iervese

Title: Vice President

SIEMENS FINANCIAL SERVICES, INC.,
as a Lender

By: /s/ John Finore

Name: John Finore

Title: Vice President

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SUNTRUST BANK,
as a Lender

By: /s/ Nigel Fabien

Name: Nigel Fabien

Title: Vice President

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TD BANK, N.A.,
as a Lender

By: /s/ Jeffrey Saperstein

Name: Jeffrey Saperstein

Title: Vice President

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U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Carol Anderson

Name: Carol Anderson

Title: Vice President

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BANK OF AMERICA, N.A.,
as a Syndication Agent and a Lender

By: /s/ Matthew Potter

Name: Matthew Potter

Title: Vice President

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BARCLAYS BANK PLC,
as a Documentation Agent and a Lender

By: /s/ Alicia Borys

Name: Alicia Borys

Title: Vice President

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BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ R. Andrew Beam

Name: R. Andrew Beam

Title: Senior Vice President

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COMPASS BANK,
as a Lender

By: /s/ Michael Sheff

Name: Michael Sheff

Title: Senior Vice President

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BANK OF MONTREAL,
as a Lender

By: /s/ Michael W. Scolaro

Name: Michael W. Scolaro

Title: Managing Director

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CAPITAL ONE LEVERAGE FINANCE CORP.,
as a Lender

By: /s/ Thomas F. Furst

Name: Thomas F. Furst

Title: Vice President

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CITIBANK, N.A.,
as a Syndication Agent and a Lender

By: /s/ Thomas M. Halsch

Name: Thomas M. Halsch

Title: Vice President

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CITICORP NORTH AMERICA, INC.,
as a Lender

By: /s/ Thomas M. Halsch

Name: Thomas M. Halsch

Title: Vice President

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CITY NATIONAL BANK, a national banking
association, as a Lender

By: /s/ Brent Phillips

Name: Brent Phillips

Title: Vice President

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FIFTH THIRD BANK, an Ohio banking
corporation, as a Lender

By: /s/ Lisa R. Cook

Name: Lisa R. Cook

Title: Vice President

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FIRST TENNESSEE BANK NATIONAL ASSOCIATION, as a
Lender

By: /s/ Drew Rodgers

Name: Drew Rodgers

Title: Vice President

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GOLDMAN SACHS LENDING PARTNERS LLC,
as a Documentation Agent and a Lender

By: /s/ Michelle Latzoni

Name: Michelle Latzoni

Title: Authorized Signatory

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HSBC BANK, USA, NATIONAL ASSOCIATION,
as a Syndication Agent and a Lender

By: /s/ Brian Gingue

Name: Brian Gingue

Title: Vice President

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RBS CITIZENS BUSINESS CAPITAL,
a division of RBS Asset Finance, Inc.,
a subsidiary of RBS Citizens, N.A.,
as a Lender

By: /s/ Michael Ganann
Name: Michael Ganann
Title: Senior Vice President
