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

FORM 10-Q

(Mark One)

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

For the quarterly period ended July 29, 2022

or

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

For the transition period from ________ to ________

Commission File Number: **001-11421**

DOLLAR GENERAL CORPORATION
(Exact name of Registrant as specified in its charter)

TENNESSEE	**61-0502302**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
(Address of principal executive offices, zip code)

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

Former name, former address and former fiscal year, if changed since last report: **Not Applicable**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.875 per share	DG	New York Stock Exchange

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The Registrant had 225,571,729 shares of common stock outstanding on August 19, 2022.

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PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

DOLLAR GENERAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)

	July 29, 2022	January 28, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 326,263	$ 344,829
Merchandise inventories	6,935,856	5,614,325
Income taxes receivable	93,283	97,394
Prepaid expenses and other current assets	327,490	247,295
Total current assets	7,682,892	6,303,843
Net property and equipment	4,648,187	4,346,127
Operating lease assets	10,319,225	10,092,930
Goodwill	4,338,589	4,338,589
Other intangible assets, net	1,199,700	1,199,750
Other assets, net	50,663	46,132
Total assets	$ 28,239,256	$ 26,327,371
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term obligations	$ 900,635	$ —
Current portion of operating lease liabilities	1,231,064	1,183,559
Accounts payable	4,358,388	3,738,604
Accrued expenses and other	1,069,926	1,049,139
Income taxes payable	6,773	8,055
Total current liabilities	7,566,786	5,979,357
Long-term obligations	4,290,700	4,172,068
Long-term operating lease liabilities	9,070,328	8,890,709
Deferred income taxes	906,846	825,254
Other liabilities	216,105	197,997
Commitments and contingencies		
Shareholders' equity:		
Preferred stock	—	—
Common stock	197,372	201,265
Additional paid-in capital	3,627,987	3,587,914
Retained earnings	2,364,098	2,473,999
Accumulated other comprehensive loss	(966)	(1,192)
Total shareholders' equity	6,188,491	6,261,986
Total liabilities and shareholders' equity	$ 28,239,256	$ 26,327,371

See notes to condensed consolidated financial statements.

DOLLAR GENERAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(In thousands, except per share amounts)

	For the 13 weeks ended		For the 26 weeks ended	
	July 29, 2022	July 30, 2021	July 29, 2022	July 30, 2021
Net sales	$ 9,425,713	$ 8,650,198	$ 18,177,065	$ 17,051,162
Cost of goods sold	6,377,490	5,912,539	12,390,479	11,557,835
Gross profit	3,048,223	2,737,659	5,786,586	5,493,327
Selling, general and administrative expenses	2,134,797	1,888,091	4,127,003	3,734,909
Operating profit	913,426	849,568	1,659,583	1,758,418
Interest expense	43,098	39,430	82,774	79,822
Income before income taxes	870,328	810,138	1,576,809	1,678,596
Income tax expense	192,298	173,119	346,122	363,828
Net income	$ 678,030	$ 637,019	$ 1,230,687	$ 1,314,768
Earnings per share:				
Basic	$ 3.00	$ 2.71	$ 5.41	$ 5.55
Diluted	$ 2.98	$ 2.69	$ 5.39	$ 5.52
Weighted average shares outstanding:				
Basic	226,299	234,924	227,388	236,736
Diluted	227,456	236,406	228,533	238,354
Dividends per share	$ 0.55	$ 0.42	$ 1.10	$ 0.84

See notes to condensed consolidated financial statements.

DOLLAR GENERAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)
(In thousands)

	For the 13 weeks ended		For the 26 weeks ended	
	July 29, 2022	July 30, 2021	July 29, 2022	July 30, 2021
Net income	$ 678,030	$ 637,019	$ 1,230,687	$ 1,314,768
Unrealized net gain (loss) on hedged transactions and currency translation, net of related income tax expense (benefit) of $86, $86, $173, and $173, respectively	36	243	226	485
Comprehensive income	$ 678,066	$ 637,262	$ 1,230,913	$ 1,315,253

See notes to condensed consolidated financial statements.

DOLLAR GENERAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited)
(In thousands, except per share amounts)

	Common Stock Shares	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
Balances, April 29, 2022	226,997	$ 198,623	$ 3,606,414	$ 2,157,589	$ (1,002)	$ 5,961,624
Net income	—	—	—	678,030	—	678,030
Dividends paid, $0.55 per common share	—	—	—	(124,206)	—	(124,206)
Unrealized net gain (loss) on hedged transactions and currency translation	—	—	—	—	36	36
Share-based compensation expense	—	—	15,148	—	—	15,148
Repurchases of common stock	(1,494)	(1,308)	—	(347,315)	—	(348,623)
Other equity and related transactions	64	57	6,425	—	—	6,482
Balances, July 29, 2022	225,567	$ 197,372	$ 3,627,987	$ 2,364,098	$ (966)	$ 6,188,491
Balances, April 30, 2021	236,205	$ 206,680	$ 3,457,160	$ 2,588,006	$ (1,921)	$ 6,249,925
Net income	—	—	—	637,019	—	637,019
Dividends paid, $0.42 per common share	—	—	—	(98,304)	—	(98,304)
Unrealized net gain (loss) on hedged transactions	—	—	—	—	243	243
Share-based compensation expense	—	—	16,370	—	—	16,370
Repurchases of common stock	(3,309)	(2,896)	—	(696,900)	—	(699,796)
Other equity and related transactions	409	358	31,320	—	—	31,678
Balances, July 30, 2021	233,305	$ 204,142	$ 3,504,850	$ 2,429,821	$ (1,678)	$ 6,137,135
Balances, January 28, 2022	230,016	$ 201,265	$ 3,587,914	$ 2,473,999	$ (1,192)	$ 6,261,986
Net income	—	—	—	1,230,687	—	1,230,687
Dividends paid, $1.10 per common share	—	—	—	(249,468)	—	(249,468)
Unrealized net gain (loss) on hedged transactions and currency translation	—	—	—	—	226	226
Share-based compensation expense	—	—	42,093	—	—	42,093
Repurchases of common stock	(4,886)	(4,276)	—	(1,091,120)	—	(1,095,396)
Other equity and related transactions	437	383	(2,020)	—	—	(1,637)
Balances, July 29, 2022	225,567	$ 197,372	$ 3,627,987	$ 2,364,098	$ (966)	$ 6,188,491
Balances, January 29, 2021	240,785	$ 210,687	$ 3,446,612	$ 3,006,102	$ (2,163)	$ 6,661,238
Net income	—	—	—	1,314,768	—	1,314,768
Dividends paid, $0.84 per common share	—	—	—	(198,136)	—	(198,136)
Unrealized net gain (loss) on hedged transactions	—	—	—	—	485	485
Share-based compensation expense	—	—	39,903	—	—	39,903
Repurchases of common stock	(8,268)	(7,235)	—	(1,692,913)	—	(1,700,148)
Other equity and related transactions	788	690	18,335	—	—	19,025
Balances, July 30, 2021	233,305	$ 204,142	$ 3,504,850	$ 2,429,821	$ (1,678)	$ 6,137,135

See notes to condensed consolidated financial statements.

DOLLAR GENERAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited)

(In thousands)

	For the 26 weeks ended	
	July 29, 2022	July 30, 2021
Cash flows from operating activities:		
Net income	$ 1,230,687	$ 1,314,768
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	349,722	312,682
Deferred income taxes	81,419	70,755
Noncash share-based compensation	42,093	39,903
Other noncash (gains) and losses	214,128	51,036
Change in operating assets and liabilities:		
Merchandise inventories	(1,528,744)	(80,038)
Prepaid expenses and other current assets	(87,244)	(72,072)
Accounts payable	622,346	(245,382)
Accrued expenses and other liabilities	22,389	(25,479)
Income taxes	2,829	(44,080)
Other	(1,609)	(4,549)
Net cash provided by (used in) operating activities	948,016	1,317,544
Cash flows from investing activities:		
Purchases of property and equipment	(658,784)	(518,466)
Proceeds from sales of property and equipment	2,166	1,805
Net cash provided by (used in) investing activities	(656,618)	(516,661)
Cash flows from financing activities:		
Repayments of long-term obligations	(4,696)	(2,936)
Net increase (decrease) in commercial paper outstanding	1,041,233	18,400
Repurchases of common stock	(1,095,396)	(1,700,148)
Payments of cash dividends	(249,462)	(198,107)
Other equity and related transactions	(1,643)	18,997
Net cash provided by (used in) financing activities	(309,964)	(1,863,794)
Net increase (decrease) in cash and cash equivalents	(18,566)	(1,062,911)
Cash and cash equivalents, beginning of period	344,829	1,376,577
Cash and cash equivalents, end of period	$ 326,263	$ 313,666
Supplemental noncash investing and financing activities:		
Right of use assets obtained in exchange for new operating lease liabilities	$ 843,900	$ 893,773
Purchases of property and equipment awaiting processing for payment, included in Accounts payable	$ 139,023	$ 119,336

See notes to condensed consolidated financial statements.

DOLLAR GENERAL CORPORATION AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Basis of presentation

The accompanying unaudited condensed consolidated financial statements of Dollar General Corporation (which individually or together with its subsidiaries, as the context requires, is referred to as the "Company") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and are presented in accordance with the requirements of Form 10-Q and Rule 10-01 of Regulation S-X. Such financial statements consequently do not include all of the disclosures normally required by U.S. GAAP for annual financial statements or those normally made in the Company's Annual Report on Form 10-K, including the condensed consolidated balance sheet as of January 28, 2022 which was derived from the audited consolidated financial statements at that date. Accordingly, readers of this Quarterly Report on Form 10-Q should refer to the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2022 for additional information.

The Company's fiscal year ends on the Friday closest to January 31. Unless the context requires otherwise, references to years contained herein pertain to the Company's fiscal year. The Company's 2022 fiscal year is scheduled to be a 53-week accounting period ending on February 3, 2023, and the 2021 fiscal year was a 52-week accounting period that ended on January 28, 2022.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the Company's customary accounting practices. In management's opinion, all adjustments (which are of a normal recurring nature) necessary for a fair presentation of the consolidated financial position as of July 29, 2022 and results of operations for the 13-week and 26-week accounting periods ended July 29, 2022 and July 30, 2021 have been made.

The preparation of financial statements and related disclosures in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Because the Company's business is moderately seasonal, the results for interim periods are not necessarily indicative of the results to be expected for the entire year. In addition, the effect of the COVID-19 pandemic on consumer behavior beginning in the first quarter of 2020 resulted in a departure from seasonal norms experienced in recent years and may continue to disrupt the historical quarterly cadence of the Company's results of operations for an unknown period of time.

The Company uses the last-in, first-out ("LIFO") method of valuing inventory. An actual valuation of inventory under the LIFO method is made at the end of each year based on the inventory levels and costs at that time. Accordingly, interim LIFO calculations are based on management's estimates of expected year-end inventory levels, sales for the year and the expected rate of inflation or deflation for the year. The interim LIFO calculations are subject to adjustment in the final year-end LIFO inventory valuation. The Company recorded a LIFO provision of $144.4 million and $36.0 million in the respective 13-week periods, and $205.8 million and $48.2 million in the respective 26-week periods, ended July 29, 2022 and July 30, 2021. In addition, ongoing estimates of inventory shrinkage and initial markups and markdowns are included in the interim cost of goods sold calculation.

In March 2020 and January 2021, the Financial Accounting Standards Board ("FASB") issued accounting standards updates pertaining to reference rate reform. This collective guidance is in response to accounting concerns regarding contract modifications and hedge accounting because of impending rate reform associated with structural risks of interbank offered rates (IBORs), and, particularly, the risk of cessation of LIBOR, related to regulators in several jurisdictions around the world having undertaken reference rate reform initiatives to identify alternative reference rates. The guidance provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. This guidance is effective for all entities as of March 12, 2020 and must be adopted by December 31, 2022. The Company does not expect the adoption of this guidance to have a material impact on its consolidated results of operations, financial position or cash flows.

2. Earnings per share

Earnings per share is computed as follows (in thousands, except per share data):

	13 Weeks Ended July 29, 2022			13 Weeks Ended July 30, 2021		
	Net Income	Weighted Average Shares	Per Share Amount	Net Income	Weighted Average Shares	Per Share Amount
Basic earnings per share	$ 678,030	226,299	$ 3.00	$ 637,019	234,924	$ 2.71
Effect of dilutive share-based awards		1,157			1,482	
Diluted earnings per share	$ 678,030	227,456	$ 2.98	$ 637,019	236,406	$ 2.69

	26 Weeks Ended July 29, 2022			26 Weeks Ended July 30, 2021		
	Net Income	Weighted Average Shares	Per Share Amount	Net Income	Weighted Average Shares	Per Share Amount
Basic earnings per share	$ 1,230,687	227,388	$ 5.41	$ 1,314,768	236,736	$ 5.55
Effect of dilutive share-based awards		1,145			1,618	
Diluted earnings per share	$ 1,230,687	228,533	$ 5.39	$ 1,314,768	238,354	$ 5.52

Basic earnings per share is computed by dividing net income by the weighted average number of shares of common stock outstanding during the period. Diluted earnings per share is determined based on the dilutive effect of share-based awards using the treasury stock method.

Share-based awards that were outstanding at the end of the respective periods but were not included in the computation of diluted earnings per share because the effect of exercising such awards would be antidilutive, were approximately 0.1 million in each of the respective 13-week periods and 26-week periods, ended July 29, 2022 and July 30, 2021.

3. Income taxes

Under the accounting standards for income taxes, the asset and liability method is used for computing the future income tax consequences of events that have been recognized in the Company’s consolidated financial statements or income tax returns.

Income tax reserves are determined using the methodology established by accounting standards for income taxes which require companies to assess each income tax position taken using the following two-step approach. A determination is first made as to whether it is more likely than not that the position will be sustained, based upon the technical merits, upon examination by the taxing authorities. If the tax position is expected to meet the more likely than not criteria, the benefit recorded for the tax position equals the largest amount that is greater than 50% likely to be realized upon ultimate settlement of the respective tax position.

The Company’s 2017 and earlier tax years are not open for further examination by the Internal Revenue Service (“IRS”). The IRS, at its discretion, may choose to examine the Company’s 2018 through 2020 fiscal year income tax filings. The Company has various state income tax examinations that are currently in progress. Generally, with few exceptions, the Company’s 2018 and later tax years remain open for examination by the various state taxing authorities.

As of July 29, 2022, the total reserves for uncertain tax benefits, interest expense related to income taxes and potential income tax penalties were $6.2 million, $0.3 million and $0.0 million, respectively, for a total of $6.5 million. This total amount is reflected in noncurrent other liabilities in the condensed consolidated balance sheet.

The Company’s reserve for uncertain tax positions is expected to be reduced by $1.7 million in the coming twelve months as a result of expiring statutes of limitations. As of July 29, 2022, approximately $6.2 million of the reserve for uncertain tax positions would impact the Company’s effective income tax rate if the Company were to recognize the tax benefit for these positions.

The effective income tax rates for the 13-week and 26-week periods ended July 29, 2022 were 22.1% and 22.0% respectively, compared to rates of 21.4% and 21.7% for the 13-week and 26-week periods ended July 30, 2021.

The income tax rates for the 13-week and 26-week periods in 2022 were higher than the comparable 13-week and 26-week periods in 2021 primarily due to a reduced benefit from stock-based compensation partially offset by a lower effective state income tax rate in the 2022 periods when compared to the 2021 periods.

4. Leases

As of July 29, 2022, the Company's primary leasing activities were real estate leases for most of its retail store locations and certain of its distribution facilities. Substantially all of the Company's leases are classified as operating leases and the associated assets and liabilities are presented as separate captions in the condensed consolidated balance sheets. Finance lease assets are included in net property and equipment, and finance lease liabilities are included in long-term obligations, in the condensed consolidated balance sheets. At July 29, 2022, the weighted-average remaining lease term for the Company's operating leases was 9.7 years, and the weighted average discount rate for such leases was 3.8%. Operating lease costs are reflected as selling, general and administrative costs in the condensed consolidated statements of income. For the 26-week periods ended July 29, 2022 and July 30, 2021, such costs were $787.0 million and $730.0 million, respectively. Cash paid for amounts included in the measurement of operating lease liabilities of $794.7 million and $735.8 million, respectively, were reflected in cash flows from operating activities in the condensed consolidated statements of cash flows for the 26-week periods ended July 29, 2022 and July 30, 2021.

5. Current and long-term obligations

Current and long-term obligations consist of the following:

(In thousands)	July 29, 2022	January 28, 2022
Revolving Facility	$ —	$ —
3.250% Senior Notes due April 15, 2023 (net of discount of $184 and $319)	899,816	899,681
4.150% Senior Notes due November 1, 2025 (net of discount of $291 and $332)	499,709	499,668
3.875% Senior Notes due April 15, 2027 (net of discount of $229 and $251)	599,771	599,749
4.125% Senior Notes due May 1, 2028 (net of discount of $312 and $336)	499,688	499,664
3.500% Senior Notes due April 3, 2030 (net of discount of $535 and $564)	969,097	988,990
4.125% Senior Notes due April 3, 2050 (net of discount of $4,812 and $4,857)	495,188	495,143
Unsecured commercial paper notes	1,095,533	54,300
Other	155,257	159,525
Debt issuance costs, net	(22,724)	(24,652)
	$ 5,191,335	$ 4,172,068
Less: current portion	(900,635)	—
Long-term portion	$ 4,290,700	$ 4,172,068

The Company's credit agreement provides for a $2.0 billion senior unsecured revolving credit facility (the "Revolving Facility") of which up to $100.0 million is available for letters of credit and is scheduled to mature on December 2, 2026.

Borrowings under the Revolving Facility bear interest at a rate equal to an applicable interest rate margin plus, at the Company's option, either (a) LIBOR or (b) a base rate (which is usually equal to the prime rate). The credit agreement governing the Revolving Facility includes customary LIBOR replacement provisions. The applicable interest rate margin for borrowings as of July 29, 2022 was 1.015% for LIBOR borrowings and 0.015% for base-rate borrowings. The Company is also required to pay a facility fee, payable on any used and unused commitment amounts of the Revolving Facility, and customary fees on letters of credit issued under the Revolving Facility. As of July 29, 2022, the facility fee rate was 0.11%. The applicable interest rate margins for borrowings, the facility fees and the letter of credit fees under the Revolving Facility are subject to adjustment from time to time based on the Company's long-term senior unsecured debt ratings.

The Revolving Facility contains a number of customary affirmative and negative covenants that, among other things, restrict, subject to certain exceptions, the Company's ability to: incur additional liens; sell all or substantially all of the Company's assets; consummate certain fundamental changes or change in the Company's lines of business; and incur additional subsidiary indebtedness. The Revolving Facility also contains financial covenants which require the maintenance of a minimum fixed charge coverage ratio and a maximum leverage ratio. As of July 29, 2022, the Company was in compliance with all such covenants. The Revolving Facility also contains customary events of default.

As of July 29, 2022, the Company had no outstanding borrowings, $1.3 million of outstanding letters of credit, and approximately $2.0 billion of borrowing availability under the Revolving Facility that, due to the Company's intention to maintain borrowing availability related to the commercial paper program described below, could contribute incremental liquidity of $0.7 billion. In addition, as of July 29, 2022, the Company had outstanding letters of credit of $45.9 million which were issued pursuant to separate agreements.

As of July 29, 2022, the Company had a commercial paper program under which the Company may issue unsecured commercial paper notes (the "CP Notes") from time to time in an aggregate amount not to exceed $2.0 billion outstanding at any time. The CP Notes may have maturities of up to 364 days from the date of issue and rank equal in right of payment with all of the Company's other unsecured and unsubordinated indebtedness. The Company intends to maintain available commitments under the Revolving Facility in an amount at least equal to the amount of CP Notes outstanding at any time. As of July 29, 2022, the Company's condensed consolidated balance sheet reflected outstanding unsecured CP Notes of $1.1 billion, which had a weighted average borrowing rate of 2.23%. CP Notes totaling $192.0 million and $181.0 million at July 29, 2022 and January 28, 2022, respectively, were held by a wholly-owned subsidiary of the Company and are therefore not reflected in the condensed consolidated balance sheets.

6. Assets and liabilities measured at fair value

Fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. As a basis for considering market participant assumptions in fair value measurements, fair value accounting standards establish a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy). The Company does not have any fair value measurements categorized within Level 3 as of July 29, 2022.

The following table presents the Company's liabilities required to be measured at fair value as of July 29, 2022, aggregated by the level in the fair value hierarchy within which those measurements are classified.

(In thousands)	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value at July 29, 2022
Liabilities:				
Long-term obligations (a)	$ 3,912,130	$ 1,250,791	$ —	$ 5,162,921
Deferred compensation (b)	45,081	—	—	45,081

(a) Included in the condensed consolidated balance sheet at book value as current portion of long-term obligations of $900,635 and long-term obligations of $4,290,700.

(b) Reflected at fair value in the condensed consolidated balance sheet as accrued expenses and other current liabilities of $2,390 and noncurrent Other liabilities of $42,691.

7. Commitments and contingencies

Legal proceedings

From time to time, the Company is a party to various legal matters in the ordinary course of its business, including actions by employees, consumers, suppliers, government agencies, or others. The Company has recorded accruals with respect to these matters, where appropriate, which are reflected in the Company's condensed consolidated financial statements. For some matters, a liability is not probable or the amount cannot be reasonably estimated and therefore an accrual has not been made.

Based on information currently available, the Company believes that its pending legal matters, both individually and in the aggregate, will be resolved without a material adverse effect on the Company's consolidated financial statements as a whole. However, litigation and other legal matters involve an element of uncertainty. Adverse decisions and settlements, including any required changes to the Company's business, or other developments in such matters could affect the consolidated operating results in future periods or result in liability or other amounts material to the Company's annual consolidated financial statements.

8. Segment reporting

The Company manages its business on the basis of one reportable operating segment. As of July 29, 2022, all of the Company's retail store operations were located within the United States. Certain product sourcing and other operations are located outside the United States, which collectively are not material with regard to assets, results of operations or otherwise to the consolidated financial statements. The following net sales data is presented in accordance with accounting standards related to disclosures about segments of an enterprise.

	13 Weeks Ended		26 Weeks Ended	
(in thousands)	**July 29, 2022**	**July 30, 2021**	**July 29, 2022**	**July 30, 2021**
Classes of similar products:				
Consumables	$ 7,475,839	$ 6,612,950	$ 14,436,340	$ 12,991,085
Seasonal	1,086,904	1,090,311	2,048,282	2,140,693
Home products	559,766	561,190	1,099,588	1,132,505
Apparel	303,204	385,747	592,855	786,879
Net sales	$ 9,425,713	$ 8,650,198	$ 18,177,065	$ 17,051,162

9. Common stock transactions

On August 29, 2012, the Company's Board of Directors (the "Board") authorized a common stock repurchase program, which the Board has since increased on several occasions. On August 24, 2022, the Board authorized a $2.0 billion increase to the existing common stock repurchase program, bringing the cumulative total to $16.0 billion authorized under the program since its inception in 2012. The repurchase authorization has no expiration date and allows repurchases from time to time in open market transactions, including pursuant to trading plans adopted in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended, or in privately negotiated transactions. The timing, manner and number of shares repurchased will depend on a variety of factors, including price, market conditions, compliance with the covenants and restrictions under any applicable debt agreements and other factors. Repurchases under the program may be funded from available cash or borrowings, including under the Revolving Facility and issuance of CP Notes discussed in further detail in Note 5, or otherwise.

Pursuant to its common stock repurchase program, during the 26-week periods ended July 29, 2022 and July 30, 2021, the Company repurchased in the open market approximately 4.9 million shares of its common stock at a total cost of $1.1 billion and approximately 8.3 million shares of its common stock at a total cost of $1.7 billion, respectively.

The Company paid a cash dividend of $0.55 per share during each of the first and second quarters of 2022. On August 23, 2022, the Board declared a quarterly cash dividend of $0.55 per share, which is payable on or before October 18, 2022 to shareholders of record on October 4, 2022. The amount and declaration of future cash dividends is subject to the sole discretion of the Board and will depend upon, among other things, the Company's results of operations, cash requirements, financial condition, contractual restrictions and other factors that the Board may deem relevant in its sole discretion.

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors of Dollar General Corporation

Results of Review of Interim Financial Statements

We have reviewed the accompanying condensed consolidated balance sheet of Dollar General Corporation and subsidiaries (the Company) as of July 29, 2022, the related condensed consolidated statements of income, comprehensive income, and shareholders' equity for the thirteen and twenty-six week periods ended July 29, 2022 and July 30, 2021, the condensed consolidated statement of cash flows for the twenty-six week periods ended July 29, 2022 and July 30, 2021, and the related notes (collectively referred to as the "condensed consolidated interim financial statements"). Based on our reviews, we are not aware of any material modifications that should be made to the condensed consolidated interim financial statements for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of January 28, 2022, the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for the year then ended, and the related notes (not presented herein); and in our report dated March 18, 2022, we expressed an unqualified audit opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of January 28, 2022, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

These financial statements are the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the SEC and the PCAOB. We conducted our review in accordance with the standards of the PCAOB. A review of interim financial statements consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Ernst & Young LLP

Nashville, Tennessee
August 25, 2022

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

General

This discussion and analysis is based on, should be read with, and is qualified in its entirety by, the accompanying unaudited condensed consolidated financial statements and related notes, as well as our consolidated financial statements and the related Management's Discussion and Analysis of Financial Condition and Results of Operations as contained in our Annual Report on Form 10-K for the fiscal year ended January 28, 2022. It also should be read in conjunction with the disclosure under "Cautionary Disclosure Regarding Forward-Looking Statements" in this report.

Executive Overview

We are the largest discount retailer in the United States by number of stores, with 18,566 stores located in 47 states as of July 29, 2022, with the greatest concentration of stores in the southern, southwestern, midwestern and eastern United States. We offer a broad selection of merchandise, including consumable products such as food, paper and cleaning products, health and beauty products and pet supplies, and non-consumable products such as seasonal merchandise, home decor and domestics, and basic apparel. Our merchandise includes national brands from leading manufacturers, as well as our own private brand selections with prices at substantial discounts to national brands. We offer our customers these national brand and private brand products at everyday low prices (typically $10 or less) in our convenient small-box locations.

We believe our convenient store formats, locations, and broad selection of high-quality products at compelling values have driven our substantial growth and financial success over the years and through a variety of economic cycles. We are mindful that the majority of our customers are value-conscious, and many have low and/or fixed incomes. As a result, we are intensely focused on helping our customers make the most of their spending dollars. Our core customers are often among the first to be affected by negative or uncertain economic conditions and among the last to feel the effects of improving economic conditions, particularly when trends are inconsistent and of an uncertain duration. The primary macroeconomic factors that affect our core customers include unemployment and underemployment rates, wage growth, changes in U.S. and global trade policy, and changes to certain government assistance programs, such as the Supplemental Nutrition Assistance Program ("SNAP"), unemployment benefits, and economic stimulus payments. Additionally, our customers are impacted by increases in those expenses that generally comprise a large portion of their household budgets, such as rent, healthcare, and fuel prices, as well as cost inflation in frequently purchased household products (including food), such as that which we have continued to experience as further discussed below. Finally, significant unseasonable or unusual weather patterns can impact customer shopping behaviors.

We remain committed to our long-term operating priorities as we consistently strive to improve our performance while retaining our customer-centric focus. These priorities include: 1) driving profitable sales growth, 2) capturing growth opportunities, 3) enhancing our position as a low-cost operator, and 4) investing in our diverse teams through development, empowerment and inclusion.

We seek to drive profitable sales growth through initiatives aimed at increasing customer traffic and average transaction amount. As we work to provide everyday low prices and meet our customers' affordability needs, we remain focused on enhancing our margins through pricing and markdown optimization, effective category management, inventory shrink reduction initiatives, private brands penetration, distribution and transportation efficiencies, and global sourcing. Several of our strategic and other sales-driving initiatives are also designed to capture growth opportunities and are discussed in more detail below.

Historically, sales in our consumables category, which tend to have lower gross margins, have been the key drivers of net sales and customer traffic, while sales in our non-consumables categories, which tend to have higher gross margins, have contributed to more profitable sales growth and an increase in average transaction amount. Prior to 2020, our sales mix had continued to shift toward consumables, and, within consumables, toward lower margin departments such as perishables. This trend did not occur in 2020 or the first quarter of 2021, as we saw a significant increase in demand in many non-consumable products, including home, seasonal and apparel, resulting in an overall significant mix shift into non-consumable categories during those periods. Beginning in the second quarter of 2021 and continuing thereafter, we began to see reversion toward the historical mix trends. We continue to expect sales mix challenges to persist as the mix trend reversion toward consumables has returned to, and now exceeds, pre-pandemic levels. Several of our initiatives, including certain of those discussed below, are intended to address these mix challenges; however, there can be no assurances that these efforts will be successful.

In the first half of 2022, we saw continued growth in average transaction amount, which was driven primarily by inflation, and, to a lesser degree, our merchandising efforts. In the second quarter of 2022, we experienced slightly positive customer traffic. In addition, although we believe our sales in recent periods were negatively impacted by the global and domestic supply chain challenges and disruptions discussed further below, primarily in the form of lower merchandise in-stock levels in our stores, we have seen some improvement in our in-stock levels in each of the first and second quarters of 2022. However, these supply chain challenges are ongoing, and there can be no assurance that we will continue to experience improvements in in-stock levels or when in-stock levels will return to historical pre-pandemic levels.

We continue to implement and invest in certain strategic initiatives that we believe will help drive profitable sales growth, both with new and existing customers, and capture long-term growth opportunities. Such opportunities include providing our customers with additional shopping access points and even greater convenience by leveraging and developing digital tools and technology, such as our Dollar General app, which contains a variety of tools to enhance the in-store shopping experience. Additionally, we launched a partnership with a third party delivery service during 2021, which was available in more than 13,300 of our stores at the end of the second quarter of 2022, and we continue to grow our DG Media Network, which is our platform for connecting brand partners with our customers to drive even greater value for each.

Further, our non-consumables initiative, which offers a new, differentiated and limited assortment that will change throughout the year, continues to contribute to improved overall sales and gross margin performance in stores where it has been deployed. We have significantly expanded the number of stores with either the full or the "lite" version of our non-consumables initiative offering, and plan to complete the rollout in the vast majority of our Dollar General stores by the end of 2022.

Additionally, we are continuing to grow the footprint of pOpshelf, a unique retail concept that incorporates certain of the lessons learned from the non-consumables initiative in a differentiated format that is focused on categories such as seasonal and home décor, health and beauty, home cleaning supplies, and party and entertainment goods. At the end of the second quarter of 2022, we operated 80 standalone pOpshelf locations and 32 pOpshelf store-within-a-store concepts within existing Dollar General Market stores. Our goal is to operate approximately 150 pOpshelf locations, as well as approximately 40 pOpshelf store-within-a-store concepts, by the end of 2022. We believe this concept represents a significant growth opportunity and are targeting approximately 1,000 pOpshelf stores by the end of 2025.

Our "DG Fresh" initiative, a self-distribution model for frozen and refrigerated products that is designed to reduce product costs, enhance item assortment, improve our in-stock position, and enhance sales, has positively contributed to our sales performance since we completed the initial rollout in the second quarter of 2021, driven by higher in-stock levels and the introduction of new products in select stores. In addition, DG Fresh has benefitted gross profit through improved initial markups on inventory purchases, which were partially offset by increased distribution and transportation costs. DG Fresh now wholly or partially serves essentially all stores across the chain, and we expect the overall net benefit to our financial results to continue throughout 2022. Moving forward, we plan to focus on additional optimization of the distribution footprint and product assortment within DG Fresh to further drive profitable sales growth.

To support our other operating priorities, we remain focused on capturing growth opportunities. In the first half of 2022, we opened 466 new stores, remodeled 1,065 stores, and relocated 62 stores. As a result of ongoing delays in permitting and receipt of construction materials, our new store openings are expected to be in the range of 1,010 to 1,060 (including planned pOpshelf stores and our first stores in Mexico) in 2022. As a result of the revised new store plans, we now plan to remodel approximately 1,795 stores, and relocate approximately 125 stores, for a total in the range of 2,930 to 2,980 real estate projects in 2022. We expect stores in Mexico, which will represent our first store locations outside the United States, to open in the fourth quarter of 2022.

We continue to innovate within our channel and utilize the most productive of our various Dollar General store formats based on the specific market opportunity. We expect store format innovation to allow us to capture additional growth opportunities within our existing markets. We are now using two larger format stores (approximately 8,500 square feet and 9,500 square feet, respectively), and expect the 8,500 square foot format, along with our existing Dollar General Plus format of a similar size, to become our base prototypes for the majority of new stores, replacing our traditional 7,300 square foot format and higher-cooler count Dollar General Traditional Plus format. The larger formats allow for expanded high-capacity-cooler counts; an extended queue line; and a broader product assortment, including the non-consumable initiative, a larger health and beauty section, and produce in select stores. We continue to incorporate lessons learned from our various store formats and layouts into our existing store base. These lessons contribute to innovation in developing new formats, with a goal of driving increased customer traffic, average transaction amount, same-store sales and overall store productivity.

We have established a position as a low-cost operator, always seeking ways to reduce or control costs that do not affect our customers' shopping experiences. We plan to continue enhancing this position over time while employing ongoing cost discipline to reduce certain expenses as a percentage of sales. Nonetheless, we seek to maintain flexibility to invest in the business as necessary to enhance our long-term competitiveness and profitability.

We are continuing to deploy "Fast Track," an initiative aimed at further enhancing our convenience proposition and in-stock position as well as increasing labor efficiencies within our stores. The completed first phase of Fast Track involved sorting process optimization within our non-refrigerated distribution centers, as well as increased shelf-ready packaging, to allow for greater store-level stocking efficiencies, while the ongoing second phase involves adding a self-checkout option, which we plan to have in up to 11,000 of our stores by the end of 2022. These and the other strategic initiatives discussed above have required and will require us to incur upfront expenses for which there may not be an immediate return in terms of sales or enhanced profitability.

To further optimize our cost structure and facilitate greater operational control within our supply chain, we plan to double the size of our private tractor fleet in 2022. We had more than 1,100 tractors in our fleet at the end of the second quarter of 2022, and our goal is to have more than 1,400 tractors in the fleet by the end of 2022.

Certain of our operating expenses, such as wage rates and occupancy costs, have continued to increase in recent years, due primarily to market forces, including labor availability, increases in minimum wage rates and increases in property rents. Further federal, state and/or local minimum wage increases could have a material negative impact on our operating expenses, although the magnitude and timing of such impact is uncertain. In addition, we have experienced challenges such as increased costs and disruptions in our business as a result of various global events, including the COVID-19 pandemic and its associated impacts. Such challenges include incremental transportation, distribution, and payroll costs, as well as supply chain disruptions. We continue to experience materially higher supply chain costs and, in some instances, shipping delays, as a result of shipping capacity shortages, port congestion and industry labor shortages. We expect continued inflationary pressures due to higher input costs and that higher fuel prices will continue to affect us as well as our vendors and customers, resulting in higher commodity, transportation and other costs, including product costs, all of which may result in continued pressure to our operating results, and their extent and duration are unknown. To the extent that these inflationary pressures result in a recessionary environment, we may experience adverse effects on our business, results of operations and cash flows. While we expect some challenges to persist, certain of our initiatives and plans are intended to help offset these challenges; however, they are somewhat dependent on the scale and timing of the increased costs, among other factors. There can be no assurance that our mitigation efforts will be successful. Moreover, recent increases in market interest rates could have a material negative impact on our interest expense, both with respect to the credit agreement governing our Revolving Facility and new issuances of commercial paper notes or other indebtedness.

Our diverse teams are a competitive advantage, and we proactively seek ways to continue investing in their development. Our goal is to create an environment that attracts, develops, and retains talented personnel, particularly at the store manager level, because employees who are promoted from within our company generally have longer tenures and are greater contributors to improvements in our financial performance.

To further enhance shareholder returns, we repurchased shares of our common stock and paid quarterly cash dividends in the first half of 2022. We expect to continue our share repurchase activity and to pay quarterly cash dividends for the foreseeable future, subject to Board discretion and approval.

We utilize key performance indicators ("KPIs") in the management of our business. Our KPIs include same-store sales, average sales per square foot, and inventory turnover. Same-store sales are calculated based upon our stores that were open at least 13 full fiscal months and remain open at the end of the reporting period. We include stores that have been remodeled, expanded or relocated in our same-store sales calculation. Changes in same-store sales are calculated based on the comparable 52 calendar weeks in the current and prior years. The method of calculating same-store sales varies across the retail industry. As a result, our calculation of same-store sales is not necessarily comparable to similarly titled measures reported by other companies. Average sales per square foot is calculated based on total sales for the preceding 12 months as of the ending date of the reporting period divided by the average selling square footage during the period, including the end of the fiscal year, the beginning of the fiscal year, and the end of each of our three interim fiscal quarters. Inventory turnover is calculated based on total cost of goods sold for the preceding four quarters divided by the average inventory balance as of the ending date of the reporting period, including the end of the fiscal year, the beginning of the fiscal year, and the end of each of our three interim fiscal quarters. Each of these measures is commonly used by investors in retail companies to measure the health of the business. We use these measures to maximize profitability and for decisions about the allocation of resources.

Highlights of our 2022 second quarter results of operations, compared to the 2021 second quarter, and our financial condition at July 29, 2022, are set forth below. Basis points amounts referred to below are equal to 0.01% as a percentage of net sales.

- Net sales increased 9.0% to $9.43 billion driven by new stores and sales in same-stores, which increased 4.6%. Average sales per square foot for all stores over the 52-week period ended July 29, 2022 was $263.

- Gross profit, as a percentage of net sales, was 32.3% in the 2022 period and 31.6% in the 2021 period, an increase of 69 basis points, primarily reflecting higher inventory markups.

- SG&A expense, as a percentage of net sales, was 22.6% in the 2022 period compared to 21.8% in the 2021 period, an increase of 82 basis points, primarily due to higher retail labor and repairs and maintenance costs as a percentage of net sales.

- Operating profit increased 7.5% to $913.4 million in the 2022 period compared to $849.6 million in the 2021 period.

- Interest expense increased by $3.7 million in the 2022 period driven by higher average borrowings.

- The effective income tax rate for the 2022 period was 22.1% compared to a rate of 21.4% for the 2021 period, primarily due to a reduced benefit from stock-based compensation partially offset by a lower effective state income tax rate.

- Net income was $678.0 million, or $2.98 per diluted share, in the 2022 period compared to net income of $637.0 million, or $2.69 per diluted share, in the 2021 period.

Highlights of the year-to-date period of 2022 include:

- Cash generated from operating activities was $948.0 million for the 2022 period, a decrease of $369.5 million, or 28.0%, from the comparable 2021 period due primarily to increased inventory purchases.

- Total cash dividends of $249.5 million, or $1.10 per share, were paid during the 2022 period, compared to $198.1 million, or $0.84 per share, in the comparable 2021 period.

- Inventory turnover was 4.1 times on a rolling four-quarter basis. On a per store basis, inventories at July 29, 2022 increased by 25.1% compared to the balances at July 30, 2021.

The above discussion is a summary only. Readers should refer to the detailed discussion of our results of operations below in the current year period as compared with the prior year period as well as our financial condition at July 29, 2022.

Results of Operations

Accounting Periods. We utilize a 52-53 week fiscal year convention that ends on the Friday nearest to January 31. The following text contains references to years 2022 and 2021, which represent the 53-week fiscal year ending February 3, 2023 and the 52-week fiscal year ended January 28, 2022, respectively. References to the second quarter accounting periods for 2022 and 2021 contained herein refer to the 13-week accounting periods ended July 29, 2022 and July 30, 2021, respectively.

Seasonality. The nature of our business is somewhat seasonal. Primarily because of sales of Christmas-related merchandise, operating profit in our fourth quarter (November, December and January) has historically been higher than operating profit in each of the first three quarters of the fiscal year. Expenses, and to a greater extent operating profit, vary by quarter. Results of a period shorter than a full year may not be indicative of results expected for the entire year. Furthermore, the seasonal nature of our business may affect comparisons between periods. Consumer behavior driven by the COVID-19 pandemic and the U.S. government's response thereto, including economic stimulus legislation, has resulted in a departure from seasonal norms we have experienced in recent years and may continue to disrupt the historical quarterly cadence of our results of operations for an unknown period of time.

The following table contains results of operations data for the second 13-week periods and the 26-week periods of 2022 and 2021, and the dollar and percentage variances among those periods:

	13 Weeks Ended		**2022 vs. 2021**		**26 Weeks Ended**		**2022 vs. 2021**	
(amounts in millions, except per share amounts)	**July 29, 2022**	**July 30, 2021**	**Amount Change**	**% Change**	**July 29, 2022**	**July 30, 2021**	**Amount Change**	**% Change**
Net sales by category:								
Consumables	$ 7,475.8	$ 6,613.0	$ *862.9*	*13.0* %	$ 14,436.3	$ 12,991.1	$ *1,445.3*	*11.1* %
% of net sales	*79.31* %	*76.45* %			*79.42* %	*76.19* %		
Seasonal	1,086.9	1,090.3	*(3.4)*	*(0.3)*	2,048.3	2,140.7	*(92.4)*	*(4.3)*
% of net sales	*11.53* %	*12.60* %			*11.27* %	*12.55* %		
Home products	559.8	561.2	*(1.4)*	*(0.3)*	1,099.6	1,132.5	*(32.9)*	*(2.9)*
% of net sales	*5.94* %	*6.49* %			*6.05* %	*6.64* %		
Apparel	303.2	385.7	*(82.5)*	*(21.4)*	592.9	786.9	*(194.0)*	*(24.7)*
% of net sales	*3.22* %	*4.46* %			*3.26* %	*4.61* %		
Net sales	$ 9,425.7	$ 8,650.2	$ *775.5*	*9.0* %	$ 18,177.1	$ 17,051.2	$ *1,125.9*	*6.6* %
Cost of goods sold	6,377.5	5,912.5	*465.0*	*7.9*	12,390.5	11,557.8	*832.6*	*7.2*
% of net sales	*67.66* %	*68.35* %			*68.17* %	*67.78* %		
Gross profit	3,048.2	2,737.7	*310.6*	*11.3*	5,786.6	5,493.3	*293.3*	*5.3*
% of net sales	*32.34* %	*31.65* %			*31.83* %	*32.22* %		
Selling, general and administrative expenses	2,134.8	1,888.1	*246.7*	*13.1*	4,127.0	3,734.9	*392.1*	*10.5*
% of net sales	*22.65* %	*21.83* %			*22.70* %	*21.90* %		
Operating profit	913.4	849.6	*63.9*	*7.5*	1,659.6	1,758.4	*(98.8)*	*(5.6)*
% of net sales	*9.69* %	*9.82* %			*9.13* %	*10.31* %		
Interest expense	43.1	39.4	*3.7*	*9.3*	82.8	79.8	*3.0*	*3.7*
% of net sales	*0.46* %	*0.46* %			*0.46* %	*0.47* %		
Income before income taxes	870.3	810.1	*60.2*	*7.4*	1,576.8	1,678.6	*(101.8)*	*(6.1)*
% of net sales	*9.23* %	*9.37* %			*8.67* %	*9.84* %		
Income tax expense	192.3	173.1	*19.2*	*11.1*	346.1	363.8	*(17.7)*	*(4.9)*
% of net sales	*2.04* %	*2.00* %			*1.90* %	*2.13* %		
Net income	$ 678.0	$ 637.0	$ *41.0*	*6.4* %	$ 1,230.7	$ 1,314.8	$ *(84.1)*	*(6.4)*%
% of net sales	*7.19* %	*7.36* %			*6.77* %	*7.71* %		
Diluted earnings per share	$ 2.98	$ 2.69	$ *0.29*	*10.8* %	$ 5.39	$ 5.52	$ *(0.13)*	*(2.4)*%

13 WEEKS ENDED JULY 29, 2022 AND JULY 30, 2021

Net Sales. The net sales increase in the 2022 period was primarily due to sales from new stores, as well as a same-store sales increase of 4.6% compared to the 2021 period, partially offset by the impact of store closures. For the 2022 period, there were 17,397 same-stores which accounted for sales of $9.0 billion. The increase in same-store sales primarily reflects an increase in average transaction amount driven by higher average item retail prices which was partially offset by a decline in items per transaction, as well as a slight increase in customer traffic. Same-store sales increased in the consumables category, and declined in the apparel, home products and seasonal categories.

Gross Profit. For the 2022 period, gross profit increased by 11.3%, and as a percentage of net sales increased by 69 basis points to 32.3%, compared to the 2021 period, driven primarily by higher inventory markups which were partially offset by an increased LIFO provision. Our consumables category generally has a lower gross profit rate than our other product categories. In the current period, consumables sales increased at a greater rate than non-consumables sales, which also partially offset the increase in the gross profit rate in the current period, along with increased markdowns, increased transportation costs, increased distribution costs, and an increase in inventory damages.

Selling, General & Administrative Expenses (“SG&A”). SG&A was 22.6% as a percentage of net sales in the 2022 period compared to 21.8% in the comparable 2021 period, an increase of 82 basis points. The primary expenses that were a greater percentage of net sales in the current year period were retail labor, repairs and maintenance, utilities and payroll taxes.

Interest Expense. Interest expense increased by $3.7 million to $43.1 million in the 2022 period primarily due to higher outstanding borrowings.

Income Taxes. The effective income tax rate for the 2022 period was 22.1% compared to a rate of 21.4% for the 2021 period which represents a net increase of 0.7 percentage points. The tax rate for the 2022 period was higher than the comparable 2021 period primarily due to a reduced benefit from stock-based compensation partially offset by a lower effective state income tax rate in the 2022 period when compared to the 2021 period.

26 WEEKS ENDED JULY 29, 2022 AND JULY 30, 2021

Net Sales. The net sales increase in the 2022 period was primarily due to sales from new stores, as well as a same-store sales increase of 2.3% compared to the 2021 period, partially offset by the impact of store closures. For the 2022 period, there were 17,397 same-stores which accounted for sales of $17.3 billion. The increase in same-store sales reflects an increase in average transaction amount driven by higher average item retail prices which was partially offset by a decline in items per transaction and a slight decline in customer traffic. Same-store sales increased in the consumables category, and declined in the apparel, seasonal and home products categories.

Gross Profit. For the 2022 period, gross profit increased by 5.3%, and as a percentage of net sales decreased by 39 basis points to 31.8%, compared to the 2021 period. An increased LIFO provision, consumables sales increasing at a greater rate than non-consumables sales in the current year period, increased transportation costs, increased markdowns, higher distribution costs and increased inventory damages each contributed to the decrease in the gross profit rate. These factors were partially offset by higher inventory markups.

Selling, General & Administrative Expenses. SG&A was 22.7% as a percentage of net sales in the 2022 period compared to 21.9% in the comparable 2021 period, an increase of 80 basis points. The primary expenses that were a higher percentage of net sales in the current year period were retail labor, utilities, repairs and maintenance, store occupancy costs, and depreciation and amortization, partially offset by reductions in incentive compensation and winter storm related disaster expenses.

Interest Expense. Interest expense increased by $3.0 million to $82.8 million in the 2022 period primarily due to higher outstanding debt balances.

Income Taxes. The effective income tax rate for the 2022 period was 22.0% compared to a rate of 21.7% for the 2021 period which represents a net increase of 0.3 percentage points. The tax rate for the 2022 period was higher than the comparable 2021 period primarily due to reduced benefit from stock-based compensation partially offset by a lower effective state income tax rate in the 2022 period when compared to the 2021 period.

Liquidity and Capital Resources

At July 29, 2022, we had a $2.0 billion unsecured revolving credit agreement (the “Revolving Facility”), $4.0 billion aggregate principal amount of outstanding senior notes, and a commercial paper program that may provide borrowing availability in the form of commercial paper notes (“CP Notes”) of up to $2.0 billion. At July 29, 2022, we had total consolidated outstanding long-term obligations, including current portion, of $5.2 billion. All of our material borrowing arrangements are described in greater detail below. Our borrowing availability under the Revolving Facility may be effectively limited by our CP Notes as further described below.

We believe our cash flow from operations and existing cash balances, combined with availability under the Revolving Facility, the CP Notes and access to the debt markets, will provide sufficient liquidity to fund our current obligations, projected working capital requirements, capital spending, anticipated dividend payments and share repurchases for a period that includes the next twelve months as well as the next several years. However, our ability to maintain sufficient liquidity may be affected by numerous factors, many of which are outside of our control. Depending on our liquidity levels, conditions in the capital markets and other factors, we may from time to time consider the issuance of debt, equity or other securities, the proceeds of which could provide additional liquidity for our operations.

For the remainder of fiscal 2022, we anticipate potential combined borrowings under the Revolving Facility and our CP Notes to be a maximum of approximately $1.5 billion outstanding at any one time.

Revolving Credit Facility

Our Revolving Facility consists of a $2.0 billion senior unsecured revolving credit facility of which up to $100.0 million is available for the issuance of letters of credit and which is scheduled to mature on December 2, 2026.

Borrowings under the Revolving Facility bear interest at a rate equal to an applicable interest rate margin plus, at our option, either (a) LIBOR or (b) a base rate (which is usually equal to the prime rate). The credit agreement governing the Revolving Facility includes customary LIBOR replacement provisions. The applicable interest rate margin for borrowings as of July 29, 2022 was 1.015% for LIBOR borrowings and 0.015% for base-rate borrowings. We must also pay a facility fee, payable on any used and unused commitment amounts of the Revolving Facility, and customary fees on letters of credit issued under the Revolving Facility. As of July 29, 2022, the facility fee rate was 0.11%. The applicable interest rate margins for borrowings, the facility fees and the letter of credit fees under the Revolving Facility are subject to adjustment from time to time based on our long-term senior unsecured debt ratings.

The Revolving Facility contains a number of customary affirmative and negative covenants that, among other things, restrict, subject to certain exceptions, our (including our subsidiaries') ability to: incur additional liens; sell all or substantially all of our assets; consummate certain fundamental changes or change in our lines of business; and incur additional subsidiary indebtedness. The Revolving Facility also contains financial covenants that require the maintenance of a minimum fixed charge coverage ratio and a maximum leverage ratio. As of July 29, 2022, we were in compliance with all such covenants. The Revolving Facility also contains customary events of default.

As of July 29, 2022, under the Revolving Facility, we had no outstanding borrowings, outstanding letters of credit of $1.3 million, and borrowing availability of approximately $2.0 billion that, due to our intention to maintain borrowing availability related to the commercial paper program described below, could contribute incremental liquidity of $0.7 billion at July 29, 2022. In addition, as of July 29, 2022 we had outstanding letters of credit of $45.9 million which were issued pursuant to separate agreements.

Commercial Paper

We may issue the CP Notes from time to time in an aggregate amount not to exceed $2.0 billion outstanding at any time. The CP Notes may have maturities of up to 364 days from the date of issue and rank equal in right of payment with all of our other unsecured and unsubordinated indebtedness. We intend to maintain available commitments under the Revolving Facility in an amount at least equal to the amount of CP Notes outstanding at any time. As of July 29, 2022, our condensed consolidated balance sheet reflected outstanding unsecured CP Notes of $1.1 billion, which had a weighted average borrowing rate of 2.23%. CP Notes totaling $192.0 million were held by a wholly-owned subsidiary and are therefore not reflected on the condensed consolidated balance sheet at July 29, 2022. We expect that short-term interest rates will continue to increase during the remainder of 2022 and, as a result of anticipated higher borrowings, including our increased use of CP Notes and higher short-term interest rates, that interest expense for 2022 will notably increase as compared to 2021.

Senior Notes

In April 2013 we issued $900.0 million aggregate principal amount of 3.25% senior notes due 2023 (the "2023 Senior Notes") at a discount of $2.4 million, which are scheduled to mature on April 15, 2023. In October 2015 we issued $500.0 million aggregate principal amount of 4.150% senior notes due 2025 (the "2025 Senior Notes") at a discount of $0.8 million, which are scheduled to mature on November 1, 2025. In April 2017 we issued $600.0 million aggregate principal amount of 3.875% senior notes due 2027 (the "2027 Senior Notes") at a discount of $0.4 million, which are scheduled to mature on April 15, 2027. In April 2018 we issued $500.0 million aggregate principal amount of

4.125% senior notes due 2028 (the “2028 Senior Notes”) at a discount of $0.5 million, which are scheduled to mature on May 1, 2028. In April 2020 we issued $1.0 billion aggregate principal amount of 3.5% senior notes due 2030 (the “2030 Senior Notes”) at a discount of $0.7 million, which are scheduled to mature on April 3, 2030, and $500.0 million aggregate principal amount of 4.125% senior notes due 2050 (the “2050 Senior Notes”) at a discount of $5.0 million, which are scheduled to mature on April 3, 2050. Collectively, the 2023 Senior Notes, 2025 Senior Notes, 2027 Senior Notes, 2028 Senior Notes, 2030 Senior Notes and 2050 Senior Notes comprise the “Senior Notes”, each of which were issued pursuant to an indenture as supplemented and amended by supplemental indentures relating to each series of Senior Notes (as so supplemented and amended, the “Senior Indenture”). Interest on the 2023 Senior Notes and the 2027 Senior Notes is payable in cash on April 15 and October 15 of each year. Interest on the 2025 and 2028 Senior Notes is payable in cash on May 1 and November 1 of each year. Interest on the 2030 and 2050 Senior Notes is payable in cash on April 3 and October 3 of each year.

We may redeem some or all of the Senior Notes at any time at redemption prices set forth in the Senior Indenture. Upon the occurrence of a change of control triggering event, which is defined in the Senior Indenture, each holder of our Senior Notes has the right to require us to repurchase some or all of such holder’s Senior Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the repurchase date.

The Senior Indenture contains covenants limiting, among other things, our ability (subject to certain exceptions) to consolidate, merge, or sell or otherwise dispose of all or substantially all of our assets; and our ability and the ability of our subsidiaries to incur or guarantee indebtedness secured by liens on any shares of voting stock of significant subsidiaries.

The Senior Indenture also provides for events of default which, if any of them occurs, would permit or require the principal of and accrued interest on our Senior Notes to become or to be declared due and payable, as applicable.

Current Financial Condition / Recent Developments

Our inventory balance represented approximately 56% of our total assets exclusive of operating lease assets, goodwill and other intangible assets as of July 29, 2022. Our ability to effectively manage our inventory balances can have a significant impact on our cash flows from operations during a given fiscal year. Inventory purchases are often somewhat seasonal in nature, such as the purchase of warm-weather or Christmas-related merchandise. Efficient management of our inventory has been and continues to be an area of focus for us.

From time to time, we are involved in various legal matters as discussed in Note 7 to the unaudited condensed consolidated financial statements, some of which could potentially result in material cash payments. Adverse developments in these matters could materially and adversely affect our liquidity.

Our senior unsecured debt is rated “Baa2,” by Moody’s with a stable outlook and “BBB” by Standard & Poor’s with a stable outlook, and our commercial paper program is rated “P-2” by Moody’s and “A-2” by Standard and Poor’s. Our current credit ratings, as well as future rating agency actions, could (i) impact our ability to finance our operations on satisfactory terms; (ii) affect our financing costs; and (iii) affect our insurance premiums and collateral requirements necessary for our self-insured programs. There can be no assurance that we will maintain or improve our current credit ratings.

Unless otherwise noted, all references to the 2022 and 2021 periods in the discussion of cash flows from operating, investing and financing activities below refer to the 26-week periods ended July 29, 2022 and July 30, 2021, respectively.

Cash flows from operating activities. Cash flows from operating activities were $948.0 million in the 2022 period, which represents a $369.5 million decrease compared to the 2021 period. Changes in merchandise inventories, resulted in a $1.5 billion decrease in the 2022 period as compared to a decrease of $80.0 million in the 2021 period, representing a significant contributor to the reduction in cash flows from operating activities as further discussed below. Changes in accounts payable resulted in a $622.3 million increase in the 2022 period compared to a $245.4 million decrease in the 2021 period, due primarily to the timing of inventory purchases, receipts and payments. Changes in accrued expenses and other liabilities resulted in a $22.4 million increase in the 2022 period compared to a $25.5 million decrease in the 2021 period. Net income decreased $84.1 million in the 2022 period compared to the 2021 period.

Changes in income taxes in the 2022 period compared to the 2021 period are primarily due to lower accruals for income taxes due to lower pre-tax earnings and the timing of payments for income taxes.

On an ongoing basis, we closely monitor and manage our inventory balances, and they may fluctuate from period to period based on new store openings, the timing of purchases, and other factors. Total merchandise inventories increased by 24% in the 2022 period and increased by 1% in the 2021 period, with changes in our four inventory categories as follows: consumables increased by 16% compared to a 1% increase; seasonal increased 37% compared to a 1% decrease; home products increased by 51% compared to a 14% increase; and apparel was unchanged compared to a 15% decrease.

Cash flows from investing activities. Significant components of property and equipment purchases in the 2022 period included the following approximate amounts: $255 million for improvements, upgrades, remodels and relocations of existing stores; $210 million related to store facilities, primarily for leasehold improvements, fixtures and equipment in new stores; $157 million for distribution and transportation-related capital expenditures; and $22 million for information systems upgrades and technology-related projects. The timing of new, remodeled and relocated store openings along with other factors may affect the relationship between such openings and the related property and equipment purchases in any given period. During the 2022 period, we opened 466 new stores and remodeled or relocated 1,127 stores.

Significant components of property and equipment purchases in the 2021 period included the following approximate amounts: $248 million for improvements, upgrades, remodels and relocations of existing stores; $126 million for distribution and transportation-related capital expenditures; $125 million related to store facilities, primarily for leasehold improvements, fixtures and equipment in new stores; and $19 million for information systems upgrades and technology-related projects. During the 2021 period, we opened 530 new stores and remodeled or relocated 1,078 stores.

Capital expenditures for 2022 are currently projected to be in the range of $1.4 billion to $1.5 billion. Such projection is higher than in recent years due in part to inflationary pressure on commodity prices affecting certain of our capital costs. We anticipate funding 2022 capital requirements with a combination of some or all of the following: existing cash balances, cash flows from operations, availability under our Revolving Facility and/or the issuance of additional CP Notes. We plan to continue to invest in store growth through the development of new stores and the remodel or relocation of existing stores. Capital expenditures in 2022 are anticipated to support our store growth as well as our remodel and relocation initiatives, including capital outlays for leasehold improvements, fixtures and equipment; the construction of new stores; costs to support and enhance our supply chain initiatives including new and existing distribution center facilities and our private fleet; technology and other strategic initiatives; as well as routine and ongoing capital requirements.

Cash flows from financing activities. Net commercial paper borrowings increased by $1.0 billion in the 2022 period and increased by $18.4 million in the 2021 period. Also during the 2022 and 2021 periods, we repurchased 4.9 million and 8.3 million shares of our common stock at a total cost of $1.1 billion and $1.7 billion, respectively, and paid cash dividends of $249.5 million and $198.1 million, respectively.

Share Repurchase Program

As of July 29, 2022 our common stock repurchase program had a total remaining authorization of approximately $1.03 billion. Effective August 24, 2022, our Board of Directors authorized a $2.0 billion increase to such program which resulted in a total remaining authorization of approximately $3.03 billion under the program at such date. The authorization allows repurchases from time to time in open market transactions, including pursuant to trading plans adopted in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended, or in privately negotiated transactions. The timing, manner and number of shares repurchased will depend on a variety of factors, including price, market conditions, compliance with the covenants and restrictions under our debt agreements and other factors. The repurchase program has no expiration date and may be modified or terminated from time to time at the discretion of our Board of Directors. For more about our share repurchase program, see Note 9 to the condensed consolidated financial statements contained in Part I, Item 1 of this report and Part II, Item 2 of this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

There have been no material changes to the disclosures relating to this item from those set forth in our Annual Report on Form 10-K for the fiscal year ended January 28, 2022.

ITEM 4. CONTROLS AND PROCEDURES.

(a) Disclosure Controls and Procedures. Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) or Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of the end of the period covered by this report. Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

(b) Changes in Internal Control Over Financial Reporting. There have been no changes in our internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) or Rule 15d-15(f)) during the quarter ended July 29, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

The information contained in Note 7 to the unaudited condensed consolidated financial statements under the heading "Legal proceedings" contained in Part I, Item 1 of this report is incorporated herein by this reference.

ITEM 1A. RISK FACTORS.

There have been no material changes to the disclosures relating to this item from those set forth in our Annual Report on Form 10-K for the fiscal year ended January 28, 2022.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

The following table contains information regarding purchases of our common stock made during the quarter ended July 29, 2022 by or on behalf of Dollar General or any "affiliated purchaser," as defined by Rule 10b-18(a)(3) of the Exchange Act:

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs(a)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs(a)
04/30/22-05/31/22	89,014	$ 224.68	89,014	$ 1,362,872,000
06/01/22-06/30/22	1,137,221	$ 230.96	1,137,221	$ 1,100,218,000
07/01/22-07/29/22	267,700	$ 246.43	267,700	$ 1,034,250,000
Total	1,493,935	$ 233.36	1,493,935	$ 1,034,250,000

(a) On September 5, 2012, the Company announced a program permitting the Company to repurchase a portion of its outstanding shares not to exceed a dollar maximum established by the Company's Board of Directors. The program was most recently amended on August 24, 2022 to increase the repurchase authorization by $2.0 billion, bringing the cumulative total value of authorized share repurchases under the program since its inception to $16.0 billion. Under the authorization, repurchases may be made from time to time in open market transactions, including pursuant to trading plans adopted in accordance with Rule 10b5-1 of the Exchange Act, or in privately negotiated transactions. The timing, manner and number of shares repurchased will depend on a variety of factors, including price, market conditions, compliance with the covenants and restrictions under the Company's debt agreements and other factors. This repurchase authorization has no expiration date.

ITEM 6. EXHIBITS.

See the Exhibit Index to this report immediately before the signature page hereto, which Exhibit Index is incorporated by reference as if fully set forth herein.

CAUTIONARY DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

We include "forward-looking statements" within the meaning of the federal securities laws, including the Private Securities Litigation Reform Act, throughout this report, particularly under "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in Part I, Item 2, and "Note 7. Commitments and Contingencies" included in Part I, Item 1, among others. You can identify these statements because they are not limited to historical fact or they use words such as "may," "will," "can," "should," "could," "would," "expect," "believe," "anticipate," "project," "predict," "plan," "estimate," "outlook," "future," "aim," "goal," "seek," "strive," "intend," "improve," "position," "opportunities," "ongoing," "likely," "scheduled," "potential," "subject to," "focused on," "long-term," "uncertain," or "continue," and similar expressions that concern our strategies, plans, initiatives, intentions, outlook or beliefs about future occurrences or results. For example, forward-looking statements include all statements relating to, among others, our estimated and projected expenditures, cash flows, results of operations, financial condition and liquidity; our expectations regarding economic and competitive market conditions and customer behavior; our plans and objectives for, and expectations regarding, future operations, growth and initiatives, including but not limited to the number of planned store openings, remodels and relocations, store formats or concepts, progress of our strategic (including our non-consumables and digital initiatives, DG Fresh, Fast Track, and pOpshelf), merchandising, margin enhancing, and distribution/transportation efficiency (including self-distribution and our private fleet) initiatives, in-stock position, and international expansion plans; trends in sales of consumable and non-consumable products, customer traffic and average transaction amount; level of future costs and expenses; expectations regarding inflationary and labor pressures, fuel prices, other supply chain challenges, and commodity and product costs; potential future stock repurchases and cash dividends; anticipated borrowing under the Revolving Facility and our commercial paper program; impact of interest rates on our interest expense; potential impact of the COVID-19 pandemic; potential impact of legal or regulatory changes or governmental assistance or stimulus programs and our responses thereto, including the potential increase of federal, state and/or local minimum wage rates/salary levels, as well as changes to SNAP benefits and unemployment benefits; or expected outcome or effect of pending or threatened legal disputes, litigation or audits.

Forward-looking statements are subject to risks, uncertainties and other factors that may change at any time and may cause our actual results to differ materially from those that we expected. We derive many of these statements from our operating budgets and forecasts as of the date of this document, which are based on many detailed assumptions that we believe are reasonable. However, it is very difficult to predict the effect of known factors on future results, and we cannot anticipate all factors that could affect future results that may be important to you. Important factors that could cause actual results to differ materially from the expectations expressed in or implied by our forward-looking statements include, but are not limited to:

- risks related to the COVID-19 pandemic and associated governmental responses, including but not limited to, the effects on our supply chain, distribution network and capacity, store and distribution center growth, store and distribution center closures, transportation and distribution costs, SG&A expenses, share repurchase activity, and cybersecurity risk profile, as well as the effects on domestic and foreign economies, the global supply chain, labor availability and customers' spending patterns;

- economic factors, including but not limited to employment levels; inflation; pandemics; higher fuel, energy, healthcare and housing costs, interest rates, consumer debt levels, and tax rates; tax law changes that negatively affect credits and refunds; lack of available credit; decreases in, or elimination of, government stimulus programs or subsidies such as unemployment and food/nutrition assistance programs; commodity rates; transportation, lease and insurance costs; wage rates (including the heightened possibility of increased federal, state and/or local minimum wage rates); foreign exchange rate fluctuations; measures or events that create barriers to or increase the costs of international trade (including increased import duties or tariffs); and changes in laws and regulations and their effect on, as applicable, customer spending and disposable income, our ability to execute our strategies and initiatives, our cost of goods sold, our SG&A expenses (including real estate costs), and our sales and profitability;

- failure to achieve or sustain our strategies and initiatives, including those relating to merchandising, real estate and new store development, international expansion, store formats and concepts, digital, marketing, health services, shrink, sourcing, private brand, inventory management, supply chain, store operations, expense reduction, technology, pOpshelf, DG Fresh, Fast Track and DG Media Network;

- competitive pressures and changes in the competitive environment and the geographic and product markets where we operate, including, but not limited to, pricing, promotional activity, expanded availability of mobile, web-based and other digital technologies, and alliances or other business combinations;

- failure to timely and cost-effectively execute our real estate projects or to anticipate or successfully address the challenges imposed by our expansion, including into new countries or domestic markets, states, or urban or suburban areas;

- levels of inventory shrinkage;

- failure to successfully manage inventory balances, issues related to supply chain disruptions, seasonal buying pattern disruptions, and distribution network capacity;

- failure to maintain the security of our business, customer, employee or vendor information or to comply with privacy laws, or our or one of our vendors falling victim to a cyberattack (which risk is heightened as a result of the current conflict between Russia and Ukraine) that prevents us from operating all or a portion of our business;

- damage or interruption to our information systems as a result of external factors, staffing shortages or challenges in maintaining or updating our existing technology or developing or implementing new technology;

- a significant disruption to our distribution network, the capacity of our distribution centers or the timely receipt of inventory, or delays in constructing, opening or staffing new distribution centers;

- risks and challenges associated with sourcing merchandise from suppliers, including, but not limited to, those related to international trade (for example, disruptive political events such as the current conflict between Russia and Ukraine);

- natural disasters, unusual weather conditions (whether or not caused by climate change), pandemic outbreaks or other health crises, political or civil unrest, acts of war, violence or terrorism, and disruptive global political events (for example, the current conflict between Russia and Ukraine);

- product liability, product recall or other product safety or labeling claims;

- incurrence of material uninsured losses, excessive insurance costs or accident costs;

- failure to attract, develop and retain qualified employees while controlling labor costs (including the heightened possibility of increased federal, state and/or local minimum wage rates/salary levels) and other labor issues;

- loss of key personnel or inability to hire additional qualified personnel;

- risks associated with our private brands, including, but not limited to, our level of success in improving their gross profit rate;

- seasonality of our business;

- failure to protect our reputation;

- the impact of changes in or noncompliance with governmental regulations and requirements, including, but not limited to, those dealing with the sale of products, including without limitation, product and food safety, marketing or labeling; information security and privacy; labor and employment; employee wages and benefits (including the heightened possibility of increased federal, state and/or local minimum wage rates/salary levels); health and safety; imports and customs; bribery; climate change; and environmental compliance, as well as tax laws (including those related to the federal, state or foreign corporate tax rate), the interpretation of existing tax laws, or our failure to sustain our reporting positions negatively affecting our tax rate, and developments in or outcomes of actual or threatened private actions, class actions, multi-district litigation, arbitrations, derivative actions, administrative proceedings, regulatory actions or other litigation or of inquiries from federal, state and local agencies, regulatory authorities, attorneys general, committees, subcommittees and members of the U.S. Congress, and other local, state, federal and international governmental authorities;

- new accounting guidance or changes in the interpretation or application of existing guidance;
- deterioration in market conditions, including market disruptions, limited liquidity and interest rate fluctuations, or changes in our credit profile;
- factors disclosed under "Risk Factors" in Part I, Item 1A of our Form 10-K for the fiscal year ended January 28, 2022; and
- factors disclosed elsewhere in this document (including, without limitation, in conjunction with the forward-looking statements themselves) and other factors.

All forward-looking statements are qualified in their entirety by these and other cautionary statements that we make from time to time in our other Securities and Exchange Commission filings and public communications. You should evaluate forward-looking statements in the context of these risks, uncertainties and other factors and are cautioned to not place undue reliance on such forward-looking statements. These factors may not contain all of the material factors that are important to you. We cannot assure you that we will realize the results or developments we anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements in this report are made only as of the date hereof. We undertake no obligation, and specifically disclaim any duty, to update or revise any forward-looking statement as a result of new information, future events or circumstances, or otherwise, except as otherwise required by law.

You should also be aware that while we do, from time to time, communicate with securities analysts and others, it is against our policy to disclose to them any material, nonpublic information or other confidential commercial information. Accordingly, shareholders should not assume that we agree with any statement or report issued by any securities analyst regardless of the content of the statement or report. Furthermore, we have a policy against confirming projections, forecasts or opinions issued by others. Thus, to the extent that reports issued by securities analysts contain any projections, forecasts or opinions, such reports are not our responsibility.

EXHIBIT INDEX

3.1	Amended and Restated Charter of Dollar General Corporation (effective May 28, 2021) (incorporated by reference to Exhibit 3.1 to Dollar General Corporation's Current Report on Form 8-K dated May 26, 2021, filed with the Securities and Exchange Commission (the "SEC") on June 1, 2021 (file no. 001-11421))
3.2	Amended and Restated Bylaws of Dollar General Corporation (effective May 28, 2021) (incorporated by reference to Exhibit 3.2 to Dollar General Corporation's Current Report on Form 8-K dated May 26, 2021, filed with the SEC on June 1, 2021 (file no. 001-11421))
10.1	Form of Stock Option Award Agreement between Dollar General Corporation and Jeffery C. Owen for November 1, 2022 award
10.2	Form of Restricted Stock Unit Award Agreement (approved August 23, 2022) for awards beginning August 2023 to new non-employee directors of Dollar General Corporation other than annual awards pursuant to the Dollar General Corporation 2021 Stock Incentive Plan
10.3	Employment Agreement between Dollar General Corporation and Jeffery C. Owen effective November 1, 2022 (incorporated by reference to Exhibit 99.2 to Dollar General Corporation's Current Report on Form 8-K dated July 6, 2022, filed with the SEC on July 12, 2022 (file no. 001-11421))

10.4	Form of Restricted Stock Unit Award Agreement (approved May 24, 2022) for awards beginning May 2022 to non-employee directors of Dollar General Corporation pursuant to the Dollar General Corporation 2021 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to Dollar General Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended April 29, 2022, filed with the SEC on May 26, 2022 (file no. 001-11421))
10.5	Form of Stock Option Award Agreement (approved May 24, 2022) for awards beginning May 2022 to certain newly hired and promoted employees of Dollar General Corporation pursuant to the Dollar General Corporation 2021 Stock Incentive Plan (incorporated by reference to Exhibit 10.2 to Dollar General Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended April 29, 2022, filed with the SEC on May 26, 2022 (file no. 001-11421))
15	Letter re unaudited interim financial information
31	Certifications of CEO and CFO under Exchange Act Rule 13a-14(a)
32	Certifications of CEO and CFO under 18 U.S.C. 1350
101	Interactive data files for Dollar General Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended July 29, 2022, formatted in Inline XBRL: (i) the Condensed Consolidated Balance Sheets; (ii) the Condensed Consolidated Statements of Income (unaudited); (iii) the Condensed Consolidated Statements of Comprehensive Income (unaudited); (iv) the Condensed Consolidated Statements of Shareholders' Equity (unaudited); (v) the Condensed Consolidated Statements of Cash Flows (unaudited); and (vi) the Notes to Condensed Consolidated Financial Statements (unaudited)
104	The cover page from Dollar General Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended July 29, 2022 (formatted in Inline XBRL and contained in Exhibit 101)

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 thereunto duly authorized, both on behalf of the Registrant and in his capacity as principal financial officer of the Registrant.

DOLLAR GENERAL CORPORATION

Date: August 25, 2022

By: /s/ John W. Garratt
John W. Garratt
Executive Vice President & Chief Financial Officer

Exhibit 10.1

Grant Details

Participant Name:	[ ]
Employee Number:	[ ]
Grant Type:	Options (NQ)
Grant Date:	[ ]
Expiration Date:	[ ]
Exercise Price:	[ ]
Total Awarded:	[ ]

Vest Schedule – Options (NQ):

Vest Date	**Vest Quantity**
November 1, 2025	33 1/3%
November 1, 2026	33 1/3%
November 1, 2027	33 1/3%

DOLLAR GENERAL CORPORATION
STOCK OPTION AWARD AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of the date indicated (the "Grant Date") on the Grant Details page (as defined below) above, is made by and between Dollar General Corporation, a Tennessee corporation (hereinafter referred to as the "Company"), and the individual whose name is indicated on the Grant Details page, who is an employee of the Company or a Subsidiary of the Company who the Committee (as defined below) has determined to be a Key Employee (hereinafter referred to as the "Optionee"). Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Dollar General Corporation 2021 Stock Incentive Plan, as such Plan may be amended from time to time (the "Plan").

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Compensation Committee (or a duly authorized subcommittee thereof) of the Board of the Company appointed to administer the Plan (the "Committee") or the Board of the Company has determined that it would be to the advantage and in the best interests of the Company and its shareholders to grant the nonqualified Option provided for herein to the Optionee in conjunction with his promotion to Chief Executive Officer of the Company, and has advised the Company thereof and instructed the undersigned officer to issue said Option.

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

ARTICLE I
DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

"Cause" shall mean (a) "Cause" as such term may be defined in any employment agreement between the Optionee and the Company or any of its Subsidiaries that is in effect at the time of termination of employment; or (b) if there is no such employment agreement in effect, "Cause" as such term may be defined in any change-in-control agreement between the Optionee and the Company or any of its Subsidiaries that is in effect at the time of termination of employment; or (c) if there is no such employment or change-in-control agreement, with respect to the Optionee: (i) any act of the Optionee involving fraud or dishonesty, or any willful failure to perform reasonable duties assigned to the Optionee; (ii) any material breach by the Optionee of any securities or other law or regulation or any Company policy governing trading or dealing with stock, securities, public debt instruments, bonds, investments or the like or with inappropriate disclosure or "tipping" relating to any stock, securities, public debt instruments, bonds, investments or the like; (iii) any material or substantive violation of the Company's Code of Business Conduct and Ethics (or the equivalent code in place at the time) or any violation of the Company's policies and procedures related to asset protection controls and other protocols; (iv) other than as required by law, the carrying out by the Optionee of any activity, or the Optionee making any public statement, which prejudices or reduces the good name and standing of the Company or any of its subsidiaries or affiliates or would bring any one of these into public contempt or ridicule; (v) attendance by the Optionee at work in a state of intoxication or the Optionee otherwise being found in possession at the Optionee's place of work of any prohibited drug or substance, possession of which would amount to a criminal offense, or any other violation of the Company's drug and alcohol policy; (vi) any assault or other act of violence by the Optionee; or (vii) the Optionee being indicted for any crime constituting (A) any felony whatsoever or (B) any misdemeanor that would preclude employment by the Company or any Subsidiary that employs the Optionee under the Company's or any such Subsidiary's hiring policy.

Section 1.2. Delegee

"Delegee" shall mean any Committee member or members, officer of the Company or any other person or persons to whom the Committee or an officer has delegated any of its authority or duties under the Plan; provided, however, that no such delegation shall give non-Committee members authority with respect to non-ministerial actions under the Plan that affect individuals who are subject to the reporting and other provisions of Section 16 of the Exchange Act or any successor provision.

Section 1.3. Disability Termination

"Disability Termination" shall mean the Optionee's employment with the Company and all Subsidiaries is involuntarily terminated by the Company or any Subsidiary that employs the Optionee other than with Cause at a time when the Optionee is eligible for and receiving benefits under the Company's long-term disability plan.

Section 1.4. Good Reason

"Good Reason" shall mean (a) "Good Reason" as such term may be defined in any employment agreement between the Optionee and the Company or any of its Subsidiaries that is in effect at the time of termination of employment; or (b) if there is no such employment agreement in effect, "Good Reason" as such term may be defined in any change-in-control agreement between the Optionee and the Company or any of its Subsidiaries that is in effect at the time of the termination of employment; or (c) if there is no such employment or change-in-control agreement, with respect to the Optionee: (i) a material diminution in the Optionee's base salary unless such action is in connection with across-the-board base salary reductions affecting 100 percent of employees of the Company or its Subsidiaries at the same grade level; or (ii) a material diminution in the Optionee's authority, duties or responsibilities. To qualify as a termination due to Good Reason under this Agreement, the Optionee must have provided written notice to the Company in accordance with Section 5.3 of this Agreement of the existence of the circumstances providing grounds for termination for Good Reason within thirty (30) days of the initial existence of such grounds and must have given the Company or any Subsidiary that employs the Optionee at least thirty (30) days from receipt of such notice to cure the condition constituting Good Reason. Such termination of employment must have become effective no later than one year after the initial existence of the condition constituting Good Reason.

Section 1.5. Grant Details Page

"Grant Details page" shall mean the Grant Details page attached to the front of this Agreement that indicates, among other things, the Grant Date, the name of the Optionee, the Exercise Price and the aggregate number of Shares for which the Option is exercisable, all of which information is hereby incorporated by reference and made a part of this Agreement.

Section 1.6. <u>Option</u>

"Option" shall mean the right and option to purchase, on the terms and conditions set forth herein, all or any part of an aggregate of the number of Shares indicated on the Grant Details page.

Section 1.7. <u>Qualifying Termination</u>

"Qualifying Termination" shall mean, except as provided otherwise in this Section 1.7, the Optionee's employment with the Company and all Subsidiaries is involuntarily terminated by the Company or any Subsidiary that employs the Optionee other than with Cause or terminated by the Optionee for Good Reason other than when Cause to terminate exists, in each case within two (2) years following a Change in Control. In no event shall a Qualifying Termination include the Retirement, death, Disability Termination or any other termination of the Optionee not specifically covered by the preceding sentence.

Section 1.8. <u>Retirement</u>

"Retirement" shall mean the voluntary termination of the Optionee's employment with the Company and all Subsidiaries on or after (a) reaching the minimum age of fifty-five (55) and (b) achieving five (5) consecutive years of service; provided, however, that the sum of the Optionee's age plus years of service (counting whole years only) must equal at least sixty-five (65) and provided further that there is no basis for the Company or any Subsidiary that employs the Optionee to terminate the Optionee with Cause at the time of the Optionee's voluntary termination.

ARTICLE II
<u>GRANT OF OPTION</u>

Section 2.1. <u>Grant of Option</u>

For good and valuable consideration, on and as of the Grant Date the Company irrevocably grants to the Optionee the Option on the terms and conditions set forth in this Agreement.

Section 2.2. <u>Exercise Price</u>

Subject to Section 2.4, the exercise price of the Shares covered by the Option (the "<u>Exercise Price</u>") shall be as indicated on the Grant Details page, which shall be the Fair Market Value on the Grant Date.

Section 2.3. <u>No Guarantee of Employment</u>

Nothing in this Agreement or in the Plan shall confer upon the Optionee any right to continue in the employ of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which are hereby expressly reserved, to terminate the employment of the Optionee at any time and for any reason whatsoever, with or without Cause, subject to the applicable provisions of, if any, the Optionee's employment agreement with the Company or any Subsidiary that employs the Optionee or offer letter provided by the Company or any Subsidiary that employs the Optionee to the Optionee.

Section 2.4. Adjustments to Option

The Option shall be subject to the adjustment provisions of Sections 8 and 9 of the Plan, provided, however, that in the event of the payment of an extraordinary dividend by the Company to its shareholders: the Exercise Price of the Option shall be reduced by the amount of the dividend paid, but only to the extent the Committee determines it is permitted under applicable tax laws and it does not have adverse tax consequences to the Optionee under Section 409A of the Code; and, if such reduction cannot be fully effected due to such tax laws and it will not have adverse tax consequences to the Optionee, then the Company shall pay to the Optionee a cash payment, on a per Share basis, equal to the balance of the amount of the dividend not permitted to be applied to reduce the Exercise Price of the applicable Option as follows: (a) for each Share subject to a vested Option, immediately upon the date of such dividend payment; and (b) for each Share subject to an unvested Option, on the date on which such Option becomes vested and exercisable with respect to such Share.

ARTICLE III
PERIOD OF EXERCISABILITY

Section 3.1. Commencement of Exercisability

(a) Except as otherwise provided in Section 3.1(b), (c) or (d) below, so long as the Optionee continues to be employed by the Company or a Subsidiary, the Option shall become vested and exercisable with respect to thirty-three and one-third percent (33 1/3%) of the Shares subject to the Option on each of the third, fourth and fifth anniversaries of the Grant Date (each such date, a "Vesting Date"). To the extent this vesting schedule results in the vesting of fractional Shares, the fractional Shares shall be combined into one Share and be exercisable on the earliest Vesting Date.

(b) Notwithstanding Section 3.1(a) above, upon the earliest occurrence of (i) the Optionee's death, or (ii) the Optionee's Disability Termination, the Option shall become immediately vested and exercisable with respect to one hundred percent (100%) of the Shares subject to the unvested Option immediately prior to such event (but only to the extent the Option has not otherwise terminated, been forfeited or become exercisable).

(c) Notwithstanding Section 3.1(a) above, in the event the Optionee experiences a Qualifying Termination, the Option shall become immediately vested and exercisable on the date of such Qualifying Termination with respect to one hundred percent (100%) of the Shares subject to the unvested Option (but only to the extent the Option has not otherwise terminated, been forfeited or become exercisable).

(d) Notwithstanding Section 3.1(a) above, in the event of the Optionee's Retirement, that portion of the Option that would have become vested and exercisable within the one (1) year period following the Optionee's Retirement date if the Optionee had remained employed with the Company or a Subsidiary shall remain outstanding following the Optionee's Retirement date and shall become vested and exercisable on the anniversary of the Grant Date that falls within the one (1) year period following the Optionee's Retirement date (but only to the extent such portion of the Option has not otherwise terminated, been forfeited or become exercisable); provided, however, that if during such one (1) year period the Optionee dies, such portion of the Option shall instead become immediately vested and exercisable (but only to the extent such portion of the Option has not otherwise terminated, been forfeited or become exercisable) upon such death.

(e) No Option shall become vested or exercisable as to any additional Shares following the Optionee's termination of employment for any reason, and any portion of the Option which is unexercisable as of the Optionee's termination of employment shall immediately terminate and be forfeited without payment therefor, in each case except as otherwise provided in Section 3.1(b), (c) or (d) above.

Section 3.2. Expiration of Option

The Optionee may not exercise the Option to any extent after the first to occur of the following events:

(a) The tenth anniversary of the Grant Date;

(b) The fifth anniversary of the date of the Optionee's termination of employment with the Company and all Subsidiaries by reason of Retirement;

(c) The first anniversary of the date of the Optionee's termination of employment with the Company and all Subsidiaries by reason of death or due to a Disability Termination;

(d) The third anniversary of the date of the Optionee's Qualifying Termination;

(e) Ninety (90) days after the date of the Optionee's involuntary termination of employment by the Company and all Subsidiaries without Cause that is not a Disability Termination or a Qualifying Termination;

(f) Ninety (90) days after the date of the Optionee's voluntary termination of employment with the Company and all Subsidiaries by the Optionee that is not a Qualifying Termination or Retirement;

(g) Immediately upon the date of the Optionee's termination of employment by the Company and all Subsidiaries with Cause; or

(h) At the discretion of the Company, if the Committee so determines pursuant to Section 9 of the Plan.

ARTICLE IV
EXERCISE OF OPTION

Section 4.1. Person Eligible to Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2: (a) during the lifetime of the Optionee, only by the Optionee (or his or her duly authorized legal representative or guardian appointed for or by the Optionee) and (b) after the death of the Optionee, only by the Optionee's legatees, personal representatives or distributees.

Section 4.2. Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided, however, that any partial exercise shall be for whole Shares only.

Section 4.3. Manner of Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised from time to time solely by delivering through the electronic or telephonic system maintained by the third party designated by the Committee (or its Delegee) to administer the Plan (the "Stock Plan Award Administrator") (or such other method approved by the Committee (or its Delegee)) all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) Written notice from the Optionee or the other person then entitled to exercise the Option or portion thereof, stating the number of Shares with respect to which the Option is being exercised, in such form as the Committee (or its Delegee) shall establish;

(b) Full payment of the Exercise Price for the number of Shares with respect to which the Option is being exercised (i) in cash, (ii) by surrendering Shares (valued at Fair Market Value on the date of exercise) owned by the Optionee, (iii) by withholding Shares (valued at Fair Market Value on the date of exercise) otherwise issuable upon the exercise of the Option, (iv) by broker-assisted exercise (in accordance with rules established by the Committee or its Delegee), or (v) a combination of any of the above methods, in each case unless determined otherwise by the Committee (or its Delegee), in accordance with applicable law and the requirements established by the Committee (or its Delegee) from time to time;

(c) Full payment to satisfy the minimum withholding tax obligation with respect to which such Option or portion thereof is exercised, unless otherwise determined by the Committee (or its Delegee), in similar methods as provided in Section 4.3(b) and in accordance with applicable law and the requirements established by the Committee (or its Delegee) from time to time;

(d) A bona fide written representation and agreement, in a form satisfactory to the Committee (or its Delegee), signed or acknowledged by the Optionee or other person then entitled to exercise such Option or portion thereof, stating that the Shares are being acquired for his or her own account, for investment and without any present intention of distributing or reselling said Shares or any of them except as may be permitted under the Securities Act of 1933, as amended (the "Act"), and then applicable rules and regulations thereunder, and that the Optionee or other person then entitled to exercise such Option or portion thereof will indemnify the Company against and hold it free and harmless from any loss, damage, expense or liability resulting to the Company if any sale or distribution of the Shares by such person is contrary to the representation and agreement referred to above; provided, however, that the Committee (or its Delegee) may, in its reasonable discretion, take whatever additional actions it deems reasonably necessary to ensure the observance and performance of such representation and agreement and to effect compliance with the Act and any other federal or state securities laws or regulations; and

(e) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the Option.

Without limiting the generality of the foregoing, the Committee (or its Delegee) may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of Shares acquired on exercise of the Option does not violate the Act, and may issue stop-transfer orders covering such Shares. The Committee (or its Delegee) may cause a legend or legends to be placed on any Share certificates evidencing Shares issued on exercise of the Option, or if such Shares are issued in book-entry or electronic form, otherwise denote such Shares, to make appropriate reference to the provisions of subsection (d) above and the agreements herein. The written representation and agreement referred to in subsection (d) above shall, however, not be required if the Shares to be issued pursuant to such exercise have been registered under the Act, and such registration is then effective in respect of such Shares.

For purposes of this Section 4.3, a written notice includes notice submitted through the electronic or telephonic system maintained by the Stock Plan Award Administrator or through other means pursuant to procedures approved by the Committee (or its Delegee), and a representation or agreement is considered acknowledged if it is signed or submitted electronically or telephonically in accordance with approved procedures and such electronic or telephonic acknowledgement will have the same force and effect as a manual signature.

Notwithstanding the above, the Committee (or its Delegee) may approve alternative procedures for exercise and for payment of the related exercise price and withholding amounts provided such alternative procedures are established in writing prior to the date of exercise.

Section 4.4. <u>Conditions to Issuance of Stock Certificates</u>

The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares, which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any certificate or certificates for Shares purchased (if certificated), or to register the issuance of such Shares on its books and records (if not certificated), upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Committee (or its Delegee) shall, in its reasonable and good faith discretion, determine to be necessary or advisable; and

(b) The lapse of such reasonable period of time following the exercise of the Option as the Committee (or its Delegee) may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law.

Section 4.5. <u>Rights as Shareholder</u>

Except as otherwise provided in Section 2.4 of this Agreement, the Optionee shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any Shares purchasable upon the exercise of the Option or any portion thereof unless and until certificates representing such Shares shall have been issued by the Company to the Optionee (or book entry representing such Shares has been made with the appropriate registered book-entry custodian).

Section 4.6. Holding Period

The Optionee agrees to hold and not sell or otherwise transfer any Shares acquired upon exercise of the Option until the fifth anniversary of the Grant Date, provided, however, this holding requirement (1) shall not apply to Shares used to pay the Exercise Price or to satisfy tax withholding requirements as set forth in Section 4.3(b) or (c) and (2) shall no longer apply upon the occurrence of any accelerated vesting event as set forth in Section 3.1(b), (c) or (d). The Company may cause a restrictive legend to be placed on any certificates (or records of the Company) representing Shares acquired upon exercise of the Option while such holding requirement applies.

ARTICLE V
MISCELLANEOUS

Section 5.1. Administration

The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, this Agreement and the Option as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Optionee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith with respect to the Plan, this Agreement or the Option. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan and this Agreement.

Section 5.2. Option Not Transferable

Neither the Option nor any interest or right therein or part thereof (a) shall be liable for the debts, contracts or engagements of the Optionee or his or her successors in interest or (b) shall be subject in any manner to disposition by transfer, alienation, anticipation sale, pledge, encumbrance, hypothecation, assignment, charge or any other means whether any such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 5.2 shall not prevent transfers by will or by the applicable laws of descent and distribution or other transfers authorized in limited circumstances by the Committee (or its Delegee).

Section 5.3. Notices

Except as otherwise provided in Section 4.3, any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its General Counsel or his or her designee, and any notice to be given to the Optionee shall be addressed to the Optionee at the last address of the Optionee known to the Company unless otherwise directed by the Optionee. By a notice given pursuant to this Section 5.3, either party may hereafter designate a different address for the provision of notices under this Agreement. Any notice, which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee’s personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 5.3. Except for notice under Section 4.3, any notice shall have been deemed duly given when (a) delivered in person; (b) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service; or (c) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with fees prepaid) in an office regularly maintained by FedEx, UPS, or comparable non-public mail carrier.

Section 5.4. Titles; Pronouns

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 5.5. Applicability of the Plan

The Option and the Shares issued to the Optionee upon exercise of the Option shall be subject to all of the terms and provisions of the Plan to the extent applicable to an Option and Shares; provided, however, that the provisions in Section 10(c) of the Plan applicable to termination of employment, including the provisions related to a "separation from service," shall not apply to this Agreement. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Section 5.6. Amendment

This Agreement may only be amended pursuant to Section 10 of the Plan.

Section 5.7. Governing Law

The laws of the State of Delaware shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. This Agreement and the Option are subject to all present and future applicable provisions of the Code. If any provision of this Agreement conflicts with any such Code provision, the Committee shall modify this Agreement so as to comply, or if for any reason modification cannot be made, that provision of this Agreement shall be void and of no effect.

Section 5.8. Arbitration

In the event of any controversy among the parties hereto arising out of, or relating to, this Agreement which cannot be settled amicably by the parties, such controversy shall be finally, exclusively and conclusively settled by mandatory arbitration conducted within a reasonable period by a single arbitrator in an arbitral forum to be selected by the parties and subject to the Federal Rules of Procedure and Evidence. Such arbitration process shall take place within the Nashville, Tennessee metropolitan area, unless otherwise mutually agreed by the parties. The decision of the arbitrator shall be final and binding upon all parties hereto and shall be rendered pursuant to a written decision, which contains a detailed recital of the arbitrator's reasoning. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party shall bear its own legal fees and expenses, unless otherwise determined by the arbitrator, and each party shall bear an equal portion of the arbitrator's and arbitral forum's fees.

Section 5.9. Clawback

As a condition of receiving the Option, the Optionee acknowledges and agrees that the Optionee's rights, payments, and benefits with respect to the Option shall be subject to any reduction, cancellation, forfeiture or recoupment, in whole or in part, upon the occurrence of certain specified events, or as may be required by any rule or regulation of the Securities and Exchange Commission or by any applicable national exchange, or by any other applicable law, rule or regulation or as set forth in a separate "clawback" or recoupment policy as may be adopted from time to time by the Board or the Committee. In the event the Optionee no longer owns the Shares issued upon exercise of the Option at the time of required recoupment, the Optionee agrees to the recoupment of cash equal to the Fair Market Value of the Shares on the date the Shares were sold.

Section 5.10. Consent to Electronic Delivery

The Optionee hereby consents to and agrees to electronic delivery of this Agreement, the Shares, Plan documents, proxy materials, annual reports and other related documents. The Committee (or its Delegee) has established procedures for electronic delivery and acceptance of Plan documents (including documents relating to any programs adopted under the Plan and this Agreement). The Optionee hereby consents to such procedures and agrees that his or her electronic acceptance is the same as, and shall have the same force and effect as, his or her manual signature. The Optionee hereby consents and agrees that any such procedures and delivery may be effected by a third party designated by the Committee (or its Delegee) to provide administrative services related to the Plan.

Section 5.11. Option and Agreement Acceptance

The Optionee must accept the Option and this Agreement through the electronic or telephonic system maintained by the Stock Plan Award Administrator by no later than sixty (60) days after the Grant Date (or such later date as the Committee (or its Delegee) may accept). If the Optionee does not timely accept, or if the Optionee declines, the Option, the Option will be canceled *ab initio* and the Optionee will not be entitled to any benefits from the Option nor any compensation or benefits in lieu of the canceled award.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Company.

DOLLAR GENERAL CORPORATION

By: ______________________________

Name: ______________________________

Title: ______________________________

ADDRESS:

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Exhibit 10.2

[Form of RSU Award Agreement for use beginning August 2022 for Awards made to New Non-Employee Directors other than Annual Awards]

DOLLAR GENERAL CORPORATION
RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of [___________] (the "Grant Date"), is made by and between Dollar General Corporation, a Tennessee corporation (hereinafter referred to as the "Company"), and the individual whose name is set forth on the signature page hereof, who is a Non-Employee Director of the Company (hereinafter referred to as the "Grantee"). Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Dollar General Corporation 2021 Stock Incentive Plan, as such Plan may be amended from time to time (the "Plan").

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Compensation Committee (or a duly authorized subcommittee thereof) of the Board appointed to administer the Plan (the "Committee") or the Board has determined that it would be to the advantage and in the best interests of the Company and its shareholders to grant the Restricted Stock Units provided for herein to the Grantee, and has advised the Company thereof and instructed the undersigned officer to issue said Restricted Stock Units.

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

1. Grant of the Restricted Stock Units. For good and valuable consideration, on and as of the Grant Date the Company hereby grants to the Grantee [___________] Restricted Stock Units on the terms and conditions set forth in this Agreement. Each "Restricted Stock Unit" represents the right to receive one Share upon satisfaction of the vesting and other conditions set forth in this Agreement. The Restricted Stock Units shall vest and become nonforfeitable in accordance with Section 2 hereof.

2. Vesting.

(a) Except as otherwise provided in Section 2(b) below, the Restricted Stock Units shall become vested and nonforfeitable on the first anniversary of the Grant Date (the "Vesting Date"), so long as the Grantee continues to serve as a member of the Board through the Vesting Date and the Restricted Stock Units have not been previously forfeited.

(b) Notwithstanding Section 2(a) above, to the extent the Restricted Stock Units have not been previously terminated, been forfeited or become vested and nonforfeitable (i) if the Grantee ceases to serve as a member of the Board due to the Grantee's death, Disability (as defined below) or voluntary departure from the Board, then 100% of the Restricted Stock Units that would have become vested and nonforfeitable on the Vesting Date if the Grantee had remained a member of the Board through such date will become vested and nonforfeitable upon such death, Disability or voluntary departure from the Board; and (ii) 100% of the unvested Restricted Stock Units shall become immediately vested and nonforfeitable immediately prior to a Change in Control so long as the Grantee serves as a member of the Board up to the date of the Change in Control.

(c) For the purposes of this Agreement, Disability shall have the meaning as provided under Section 409A(a)(2)(C)(i) of the Code.

(d) For purposes of this Agreement, a Change in Control (as defined in the Plan) will be deemed to have occurred with respect to the Grantee only if an event relating to the Change in Control constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company within the meaning of Treas. Reg. Section 1.409A-3(i)(5).

3. Entitlement to Receive Common Stock.

(a) Shares corresponding to the number of Restricted Stock Units that become vested and nonforfeitable in accordance with Section 2 ("RSU Shares") shall be paid to the Grantee or, if deceased, the Grantee's estate on the Vesting Date or, if earlier, upon the Grantee's death or Disability, upon a Change in Control, or upon termination of Board service (but only to the extent the RSU Shares are vested at the time of termination pursuant to Section 2). *However*, if the Grantee has made a timely and valid irrevocable election to defer receipt of all or any portion of the vested RSU Shares in accordance with the provisions of the RSU Award Deferral Election Form provided to the Grantee and returned it to the Company prior to the Grant Date (such shares, the "Deferred Shares"), any such Deferred Shares shall instead be paid on the date so elected by the Grantee pursuant to such RSU Award Deferral Election Form, or, if earlier, upon the Grantee's death or Disability or upon a Change in Control.

(b) On any date on which any RSU Shares or Deferred Shares are to be paid to the Grantee in accordance with Section 3(a) above, the Company shall deliver to the Grantee or the Grantee's legal representative or, if the Grantee is deceased, the Grantee's designated beneficiary, or, if none, the Grantee's personal representative, a Share certificate or evidence of the issuance of such RSU Shares or Deferred Shares on the Company's books and records, and such RSU Shares or Deferred Shares shall be registered in the name of the Grantee.

(c) The RSU Shares or Deferred Shares may be either previously authorized but unissued Shares or issued Shares, which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable.

(d) Only whole Shares shall be delivered in payment of a vested Restricted Stock Unit. To the extent a vested Restricted Stock Unit (including any additional Restricted Stock Units or Deferred Shares credited from dividends pursuant to Section 4 below) includes a fractional share, on the date the RSU Shares or Deferred Shares are to be paid to the Grantee, such fractional Share shall be paid to the Grantee or the Grantee's legal representative or, if the Grantee is deceased, the Grantee's designated beneficiary, or if none, the Grantee's personal representative, in cash, in an amount that equals the Fair Market Value of such fractional Share on such payment date or, if such payment date falls on a weekend, holiday or other non-trading day, the Fair Market Value of such fractional Share on the most recent trading date prior to such payment date.

4. Dividend Equivalents. In the event that the Company pays any ordinary dividend (whether in cash, Shares or other property) on its Shares, on the date such dividend is paid to shareholders the Grantee shall be credited, based on the number of unvested Restricted Stock Units held by the Grantee and the number of Deferred Shares (if any) that the Grantee is entitled to receive, in each case as of the

record date of such dividend, with additional Restricted Stock Units or Deferred Shares, as applicable, that reflect the amount of such dividend (or if such dividend is paid in Shares or other property, the fair value of the dividend, as determined in good faith by the Board). Any such additional Restricted Stock Units or Deferred Shares, as applicable, shall be subject to all terms and conditions of this Agreement.

5. Transferability. None of (a) the Restricted Stock Units prior to becoming vested pursuant to Section 2, (b) the RSU Shares or Deferred Shares prior to delivery pursuant to Section 3, or (c) any interest or right therein or part thereof (i) shall be liable for the debts, contracts or engagements of the Grantee or his or her successors in interest or (ii) shall be subject in any manner to disposition by transfer, alienation, sale, pledge, encumbrance, hypothecation, assignment, charge or any other means whether any such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 5 shall not prevent transfers by will or by the applicable laws of descent and distribution or other transfers authorized in limited circumstances by the Committee (or its Delegee).

6. Grantee's Continued Service on the Board. Nothing in this Agreement, in the Plan, or in any other agreement entered into by the Company and the Grantee guarantees that the Grantee will, or shall confer upon the Grantee any right to, continue to serve as a member of the Board for any specified period of time.

7. Adjustments to Restricted Stock Units and Deferred Shares. The Restricted Stock Units (and any RSU Shares and Deferred Shares due to be delivered hereunder) shall be subject to the adjustment provisions of Sections 8 and 9 of the Plan.

8. Taxes. The Grantee shall have full responsibility, and the Company shall have no responsibility, for satisfying any liability for any federal, state or local income or other taxes required by law to be paid with respect to such Restricted Stock Units, including upon the vesting of the Restricted Stock Units and the delivery of any RSU Shares or Deferred Shares. The Grantee is hereby advised to seek his or her own tax counsel regarding the taxation of the grant and vesting of the Restricted Stock Units hereunder (and the tax consequences of any deferral election made in respect of the delivery of any Deferred Shares).

9. Limitation on Obligations. The Restricted Stock Units shall not be secured by any specific assets of the Company or any of its Subsidiaries, nor shall any assets of the Company or any of its Subsidiaries be designated as attributable or allocated to the satisfaction of the Company's obligations under this Agreement. In addition, the Company shall not be liable to the Grantee for damages relating to any delays in issuing the Share certificates or electronic delivery thereof to the Grantee (or the Grantee's designated entities), any loss of the certificates, or any mistakes or errors in the issuance or registration of the certificates or in the certificates themselves.

10. Securities Laws. The Company may require the Grantee to make or enter into such written representations, warranties and agreements, in a form satisfactory to the Committee (or its Delegee), as the Committee (or its Delegee) may reasonably request in order to comply with applicable securities laws, including without limitation written representations stating that the RSU Shares or Deferred Shares are being acquired for the Grantee's own account, for investment and without any present intention of distributing or reselling said RSU Shares or Deferred Shares or any of them except as may be permitted under the Securities Act of 1933, as amended (the "Act"), and then-applicable rules and regulations thereunder, and that the Grantee will indemnify the Company against and hold it

free and harmless from any loss, damage, expense or liability resulting to the Company if any sale or distribution of the RSU Shares or Deferred Shares by such person is contrary to the representation and agreement referred to above; provided, however, that the Committee (or its Delegee) may, in its reasonable discretion, take whatever additional actions it deems reasonably necessary to ensure the observance and performance of such representation and agreement and to effect compliance with the Act and any other federal or state securities laws or regulations. The Restricted Stock Units, the RSU Shares and the Deferred Shares shall be subject to all applicable laws, rules and regulations and to such approvals of any governmental agencies as may be required.

11. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its General Counsel or his or her designee, and any notice to be given to the Grantee shall be addressed to the Grantee at the last address of the Grantee known to the Company unless otherwise directed by the Grantee. By a notice given pursuant to this Section 11, either party may hereafter designate a different address for the provision of notices under this Agreement. Any notice, which is required to be given to the Grantee, shall, if the Grantee is then deceased, be given to the Grantee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 11. Any notice shall have been deemed duly given when: (a) delivered in person; (b) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service; or (c) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with fees prepaid) in an office regularly maintained by FedEx, UPS, or comparable non-public mail carrier.

12. Governing Law. The laws of the State of Delaware shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. This Agreement and the Restricted Stock Units are subject to all present and future applicable provisions of the Code. If any provision of this Agreement conflicts with any such Code provision, the Committee shall modify this Agreement so as to comply, or if for any reason modification cannot be made, that provision of this Agreement shall be void and of no effect. The provisions of Section 10(c) of the Plan are hereby incorporated by reference. Notwithstanding the foregoing, the Company shall not be liable to the Grantee in the event this Agreement or any payment or benefit hereunder fails to be exempt from, or comply with, Section 409A of the Code.

13. Titles; Pronouns. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

14. Applicability of the Plan. The Restricted Stock Units and the RSU Shares or Deferred Shares issued to the Grantee upon payment of the Restricted Stock Units shall be subject to all terms and provisions of the Plan, to the extent applicable to restricted stock units and Shares. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

15. Amendment. This Agreement may only be amended pursuant to Section 10 of the Plan.

16. Administration. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, this Agreement and the Restricted Stock Units as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Grantee, the Company and all other interested persons. No member

of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith with respect to the Plan, this Agreement or the Restricted Stock Units. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan and this Agreement.

17. Rights as Shareholder. The Grantee shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any RSU Shares or Deferred Shares issuable upon the payment of a vested Restricted Stock Unit or any portion thereof unless and until certificates representing such RSU Shares or Deferred Shares shall have been issued by the Company to the Grantee (or book entry representing such RSU Shares or Deferred Shares has been made with the appropriate registered book-entry custodian).

18. Arbitration. In the event of any controversy among the parties hereto arising out of, or relating to, this Agreement which cannot be settled amicably by the parties, such controversy shall be finally, exclusively and conclusively settled by mandatory arbitration conducted within a reasonable period by a single arbitrator in an arbitral forum to be selected by the parties and subject to the Federal Rules of Procedure and Evidence. Such arbitration process shall take place within the Nashville, Tennessee metropolitan area, unless otherwise mutually agreed by the parties. The decision of the arbitrator shall be final and binding upon all parties hereto and shall be rendered pursuant to a written decision, which contains a detailed recital of the arbitrator's reasoning. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party shall bear its own legal fees and expenses, unless otherwise determined by the arbitrator, and each party shall bear an equal portion of the arbitrator's and arbitral forum's fees

19. Clawback. As a condition of receiving the Restricted Stock Units, the Grantee acknowledges and agrees that the Grantee's rights, payments, and benefits with respect to the Restricted Stock Units shall be subject to any reduction, cancellation, forfeiture or recoupment, in whole or in part, upon the occurrence of certain specified events, as may be required by any rule or regulation of the Securities and Exchange Commission or by any applicable national exchange, or by any other applicable law, rule or regulation or as set forth in a separate "clawback" or recoupment policy as may be adopted from time to time by the Board or the Committee. In the event the Grantee no longer owns the RSU Shares or Deferred Shares at the time of required recoupment, the Grantee agrees to the recoupment of cash equal to the Fair Market Value of the RSU Shares or Deferred Shares on the date the RSU Shares or Deferred Shares were sold.

20. Consent to Electronic Delivery. The Grantee hereby consents to and agrees to electronic delivery of this Agreement, the RSU Shares, the Deferred Shares, Plan documents, proxy materials, annual reports and other related documents. The Committee (or its Delegee) has established procedures for electronic delivery and acceptance of Plan documents (including documents relating to any programs adopted under the Plan and this Agreement). The Grantee hereby consents to such procedures and agrees that his or her electronic acceptance is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee hereby consents and agrees that any such procedures and delivery may be effected by a third party designated by the Committee (or its Delegee) to provide administrative services related to the Plan.

21. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

22. Definitions. Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

(a) *Act*. "Act" shall have the meaning set forth in Section 10 of this Agreement.

(b) *Agreement*. "Agreement" shall have the meaning set forth in the Preamble to this Agreement.

(c) *Company*. "Company" shall have the meaning set forth in the Preamble to this Agreement.

(d) *Delegee*. "Delegee" shall mean any Committee member or members, officer of the Company or any other person or persons to whom the Committee or an officer has delegated any of its authority or duties under the Plan; provided, however, that no such delegation shall give non-Committee members authority with respect to non-ministerial actions under the Plan that affect individuals who are subject to the reporting and other provisions of Section 16 of the Exchange Act or any successor provision.

(e) *Deferred Shares*. "Deferred Shares" shall have the meaning set forth in Section 3(a) of this Agreement.

(f) *Grant Date*. "Grant Date" shall have the meaning set forth in the Preamble to this Agreement.

(g) *Grantee*. "Grantee" shall have the meaning set forth in the Preamble to this Agreement.

(h) *Plan*. "Plan" shall have the meaning set forth in the Preamble to this Agreement.

(i) [reserved].

(j) *Restricted Stock Unit*. "Restricted Stock Unit" shall have the meaning set forth in Section 1 of this Agreement.

(k) *RSU Shares*. "RSU Shares" shall have the meaning set forth in Section 3(a) of this Agreement.

(l) *Vesting Date*. "Vesting Date" shall have the meaning set forth in Section 2(a) of this Agreement.

[*Signatures on next page.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DOLLAR GENERAL CORPORATION

By: ______________________________

Name: ______________________________

Title: ______________________________

GRANTEE

____

[Name]

Exhibit 15

August 25, 2022

To the Shareholders and Board of Directors of Dollar General Corporation

We are aware of the incorporation by reference in the Registration Statements (Nos. 333-151047, 333-151049, 333-151655, 333-163200, 333-254501, and 333-256562 on Forms S-8 and No. 333-237519 on Form S-3) of Dollar General Corporation of our report dated August 25, 2022, relating to the unaudited condensed consolidated interim financial statements of Dollar General Corporation that are included in its Form 10-Q for the quarter ended July 29, 2022.

/s/ Ernst & Young LLP
Nashville, Tennessee

Exhibit 31

CERTIFICATIONS

I, Todd J. Vasos, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Dollar General Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 25, 2022

/s/ Todd J. Vasos
Todd J. Vasos
Chief Executive Officer

I, John W. Garratt, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Dollar General Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 25, 2022

/s/ John W. Garratt
John W. Garratt
Chief Financial Officer

Exhibit 32

CERTIFICATIONS
Pursuant to 18 U.S.C. Section 1350

Each of the undersigned hereby certifies that to his knowledge the Quarterly Report on Form 10-Q for the fiscal quarter ended July 29, 2022 of Dollar General Corporation (the "Company") filed with the Securities and Exchange Commission on the date hereof fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Todd J. Vasos
Name: Todd J. Vasos
Title: Chief Executive Officer
Date: August 25, 2022

/s/ John W. Garratt
Name: John W. Garratt
Title: Chief Financial Officer
Date: August 25, 2022