

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 13, 2024

DOLLAR GENERAL CORPORATION

(Exact name of registrant as specified in its charter)

Tennessee

(State or other jurisdiction
of incorporation)

001-11421

(Commission File Number)

61-0502302

(I.R.S. Employer
Identification No.)

100 MISSION RIDGE
GOODLETTSVILLE, TN

(Address of principal executive offices)

37072

(Zip Code)

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

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On February 13, 2024, Dollar General Corporation (the “Company”) entered into Amendment No. 2 (the “Amendment”) to the unsecured amended and restated credit agreement, dated December 2, 2021, with the lenders named therein, Citibank, N.A. as administrative agent, Bank of America, N.A. as syndication agent, Citibank, N.A., BofA Securities, Inc., U.S. Bank National Association and Wells Fargo Securities, LLC as joint lead arrangers and joint bookrunners, and Fifth Third Bank, National Association, Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., PNC Bank, National Association, Regions Bank, Truist Bank, U.S. Bank National Association and Wells Fargo Bank, National Association as co-documentation agents, as amended by Amendment No. 1 dated as of January 31, 2023 (the “Credit Agreement”). The Credit Agreement, as amended by the Amendment, provides for a \$2.0 billion unsecured revolving credit facility terminating on December 2, 2026 (the “Revolving Facility”) of which up to \$100.0 million is available for letters of credit. The Revolving Facility also includes borrowing capacity available for short-term borrowings referred to as swingline loans.

The terms of the Credit Agreement require the Company to meet certain financial tests, among other things. The Amendment modifies certain maximum leverage ratio levels as set forth therein.

Certain lenders under the Credit Agreement, as amended by the Amendment and their affiliates have, from time to time, provided investment banking, commercial banking, advisory and other services to the Company and/or its affiliates for which they have received customary fees and commissions and such lenders and their affiliates may provide these services from time to time in the future.

A copy of the Credit Agreement and the Amendment are attached hereto as Exhibits 4.1, 4.2 and 4.3, respectively, and are incorporated herein by reference. The descriptions of the Credit Agreement and the Amendment in this report are summaries and are qualified in their entirety by the terms of the Credit Agreement and the Amendment attached hereto.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

- (a) Financial statements of businesses or funds acquired. N/A
 - (b) Pro forma financial information. N/A
 - (c) Shell company transactions. N/A
 - (d) Exhibits. See Exhibit Index to this report.
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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Amended and Restated Credit Agreement, dated as of December 2, 2021, among Dollar General Corporation, as borrower, Citibank, N.A., as administrative agent, and the other credit parties and lenders party thereto (incorporated by reference to Exhibit 4.1 to Dollar General Corporation's Current Report on Form 8-K dated December 3, 2021, filed with the SEC on December 3, 2021 (file no. 001-11321))
4.2	Amendment No. 1 to the Credit Agreement, dated as of January 31, 2023, among Dollar General Corporation, as borrower, Citibank N.A., as administrative agent, and the other credit parties and lenders party thereto (incorporated by reference to Exhibit 4.2 to Dollar General Corporation's Current Report on Form 8-K dated January 31, 2023, filed with the SEC on February 1, 2023 (file no. 001-11421))
4.3	Amendment No. 2 to the Credit Agreement, dated as of February 13, 2024, among Dollar General Corporation, as borrower, Citibank, N.A., as administrative agent, and the other credit parties and lenders party thereto
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 14, 2024

DOLLAR GENERAL CORPORATION

By: /s/ Kelly M. Dilts

Kelly M. Dilts

Executive Vice President and Chief Financial Officer

**AMENDMENT NO. 2 TO THE
CREDIT AGREEMENT**

Dated as of February 13, 2024

AMENDMENT NO. 2 TO THE CREDIT AGREEMENT (this "Amendment") among DOLLAR GENERAL CORPORATION, a Tennessee corporation (the "Borrower"), the banks, financial institutions and other institutional lenders parties to the Credit Agreement referred to below (collectively, the "Lenders") and CITIBANK, N.A., as agent (the "Administrative Agent") for the Lenders.

PRELIMINARY STATEMENTS:

(1) The Borrower, the Lenders and the Administrative Agent have entered into an Amended and Restated Credit Agreement dated as of December 2, 2021, as amended by Amendment No. 1 dated as of January 31, 2023 (as so amended, the "Credit Agreement"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement.

(2) The Borrower has requested certain amendments to the Credit Agreement, and the parties hereto agree to such amendments as set forth in, and in accordance with the terms and conditions of, this Amendment (the Credit Agreement as so amended, the "Amended Credit Agreement").

SECTION 1. Amendments to Credit Agreement. As of the Amendment Effective Date (as defined below), subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Required Lenders and the Borrower hereby agree as follows:

(a) Section 5.03(a) of the Credit Agreement is amended in full to read as follows:

(a) Leverage Ratio. Maintain a ratio of (i) Consolidated Total Debt as of such Measurement Date to (ii) Consolidated EBITDAR for the four fiscal quarter period ending on such Measurement Date of not greater than (A) 3.75:1.0 for each four fiscal quarter period ending on or prior to February 2, 2024, (B) 4.25:1.0 for the four fiscal quarter periods ending May 3, 2024, August 2, 2024, November 1, 2024 and January 31, 2025, and (C) 3.75:1.0 thereafter.

(b) Schedule 4.01(f) of the Credit Agreement is amended in full to read as set forth on Schedule I hereto.

SECTION 2. Conditions of Effectiveness. This Amendment shall become effective on and as of the date (the "Amendment Effective Date") on which the Administrative Agent shall have received counterparts of this Amendment executed by the Borrower, the Required Lenders and the Administrative Agent.

SECTION 3. Representations and Warranties of the Borrower. The Borrower represents and warrants that (i) representations and warranties contained in Section 4.01 of the Amended Credit Agreement are true and correct in all material respects (other than any representation or warranty qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects) on and as of the Amendment Effective Date, except to the extent any of such representations and warranties refers to an earlier date, in which case such representation and warranty shall be true and correct in all material respects (other than any representation or warranty qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects) on and as of such date and (ii) no event has occurred and is continuing that constitutes a Default.

SECTION 4. Reference to and Effect on the Loan Documents. (a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Amended Credit Agreement.

(b) The Credit Agreement and the other Loan Documents, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under the Credit Agreement or any other Loan Documents, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Documents.

(d) This Amendment is subject to the provisions of Section 8.01 of the Credit Agreement and shall be deemed to constitute a Loan Document.

SECTION 5. Costs and Expenses. The Borrower shall pay all reasonable out of pocket expenses incurred by the Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Agent), in connection with the preparation, negotiation, execution and delivery of this Amendment in accordance with Section 8.04 of the Amended Credit Agreement.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or email shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Governing Law. This Amendment and shall be governed by, and construed in accordance with, the law of the State of New York.

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

DOLLAR GENERAL CORPORATION, as Borrower

By: /s/ Kelly M. Dilts

Name: Kelly M. Dilts

Title: EVP & CFO

CITIBANK, N.A., as Administrative Agent

By: /s/ Michael Vondriska

Name: Michael Vondriska

Title: Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

CITIBANK, N.A.

by /s/ Michael Vondriska

Name: Michael Vondriska

Title: Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

BANK OF AMERICA, N.A.:

by /s/ Michelle L. Walker

Name: Michelle L. Walker

Title: Director

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: U.S. BANK NATIONAL ASSOCIATION

by /s/ Peter Hale

Name: Peter Hale

Title: Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

WELLS FARGO BANK, NATIONAL ASSOCIATION

by /s/ Michael Bruggeman

Name: Michael Bruggeman

Title: Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: Goldman Sachs Bank USA

by /s/ Priyankush Goswami

Name: Priyankush Goswami

Title: Authorized Signatory

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: Fifth Third Bank, National Association

by /s/ N. Calloway

Name: Nate Calloway

Title: Corporate Banking Associate, Officer

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: JPMORGAN CHASE BANK, N.A.

by /s/ Charles W. Shaw

Name: Charles W. Shaw

Title: Executive Director

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: PNC Bank, National Association

by /s/ Christopher Hand

Name: Christopher Hand

Title: Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Regions Bank:

by /s/ Tyler Nissen

Name: Tyler Nissen

Title: Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: TRUIST BANK

by /s/ Carlos Navarrete

Name: J. Carlos Navarrete

Title: Director

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: BMO Bank, N.A.

by /s/ Evan Ponder

Name: Evan Ponder

Title: Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: CAPITAL ONE, NATIONAL ASSOCIATION

by /s/ Marta Jedrzejowski

Name: Marta Jedrzejowski

Title: Duly Authorized Signatory

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: The Huntington National Bank

by /s/ Scott Lyman

Name: Scott Lyman

Title: Assistant Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: The Northern Trust Company

by /s/ Mike Fornal

Name: Mike Fornal

Title: Senior Vice President

Signature Page to Dollar General Amendment No. 2

SIGNATURE PAGE

Consent to amend the Credit Agreement as provided in the forgoing Amendment:

Name of Lender: FIRST HORIZON BANK

by /s/ Drew Rodgers

Name: Drew Rodgers

Title: Senior Vice President

Signature Page to Dollar General Amendment No. 2

SCHEDULE I TO AMENDMENT NO. 2

SCHEDULE 4.01(f)

DISCLOSED LITIGATION

[schedule omitted]
