

DOLLAR GENERAL CORP
Form 424B5
June 28, 2012

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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Maximum Offering Price Per Security	Maximum Aggregate Offering Price	Amount of Registration Fee(1)
4.125% Senior Notes due 2017	\$500,000,000	100%	\$500,000,000	\$57,300

(1)
Calculated in accordance with Rule 457(r) of the Securities Act of 1933.

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**Filed Pursuant to Rule 424(b)(5)
Registration No. 333-165800**

Supplement to Prospectus dated March 31, 2010.

\$500,000,000

4.125% Senior Notes due 2017

We are offering \$500,000,000 aggregate principal amount of 4.125% senior notes due 2017, which we refer to as the "notes." The notes will bear interest at a rate of 4.125% per annum. We will pay interest on the notes semi-annually, in cash in arrears, on January 15 and July 15 of each year beginning on January 15, 2013. The notes will mature on July 15, 2017.

We may redeem the notes, at any time in whole or from time to time in part, at the redemption prices described in this prospectus supplement. In addition, if a change in control triggering event occurs, we may be required to repurchase the notes on the terms described in the prospectus supplement.

The notes will be Dollar General Corporation's senior unsecured obligations and will rank equally and ratably with all of its future senior indebtedness and senior to any of its future subordinated indebtedness. The notes will be fully and unconditionally guaranteed on a senior unsecured basis by each domestic subsidiary that guarantees our senior secured credit facilities. As described in the prospectus supplement, to the extent lenders under the senior secured credit facilities release any guarantor from its obligations, such guarantor will also be released from its obligations under the notes.

Investing in our notes involves risks. See "Risk Factors" beginning on page S-12 of this prospectus supplement, beginning on page 2 of the accompanying prospectus, and in our Annual Report on Form 10-K for the fiscal year ended February 3, 2012 (which document is incorporated by reference herein).

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

	Per Note	Total
Initial price to the public ⁽¹⁾	100%	\$500,000,000
Underwriting discount	1.25%	\$6,250,000
Proceeds, before expenses, to us ⁽¹⁾	98.75%	\$493,750,000

(1) Plus accrued and unpaid interest, if any, from July 12, 2012.

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The initial public offering price set forth above does not include accrued interest, if any. Interest on the notes will accrue from July 12, 2012 and must be paid by the purchasers if the notes are delivered after July 12, 2012.

The underwriters expect to deliver the notes to investors on or about July 12, 2012 in book-entry form only through the facilities of the Depository Trust Company.

Joint Book-Running Managers

Citigroup

Goldman, Sachs & Co.
Co-Managers

KKR

**BofA Merrill
Lynch**

Barclays

**J.P.
Morgan**

**Wells Fargo
Securities**

**Fifth Third
Securities, Inc.**

**HSBC KeyBanc Capital
Markets**

**US
Bancorp**

Prospectus Supplement dated June 27, 2012.

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We have not authorized anyone to provide any information or to make any representations other than those contained or incorporated by reference herein or in any free writing prospectuses we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus supplement is an offer to sell only the notes offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus supplement is current only as of its date. Our business, financial condition, results of operation and prospects may have changed since that date.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document has two parts, a prospectus supplement and an accompanying prospectus dated March 31, 2010. This prospectus supplement and the accompanying prospectus are part of a registration statement that we filed with the Securities and Exchange Commission, which we refer to as the SEC, utilizing the SEC's "shelf" registration process. The prospectus supplement, which describes certain matters relating to us and the specific terms of this notes offering, adds to and updates information contained in the accompanying prospectus and the documents incorporated by reference herein. Generally, when we refer to this document, we are referring to both parts of this document combined. Both this prospectus supplement and the accompanying prospectus include important information about us, our debt securities and other information you should know before investing in our notes. The accompanying prospectus gives more general information, some of which may not apply to the notes offered by this prospectus supplement and the accompanying prospectus. To the extent the information contained in this prospectus supplement differs or varies from the information contained in the accompanying prospectus, you should rely on the information contained in this prospectus supplement. If the information contained in this prospectus supplement differs or varies from the information contained in a document we have incorporated by reference, you should rely on the information in the more recent document.

Before you invest in our notes, you should read the registration statement of which this document forms a part and this document, including the documents incorporated by reference herein that are described under the heading "Incorporation by Reference."

The distribution of this prospectus supplement and the accompanying prospectus and the offering of the notes in certain jurisdictions may be restricted by law. We are not making an offer of the notes in any jurisdiction where the offer is not permitted. Persons who come into possession of this prospectus supplement and the accompanying prospectus should inform themselves about and observe any such restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

You should not consider any information in this prospectus supplement or the accompanying prospectus to be investment, legal or tax advice. You should consult your own counsel, accountant and other advisors for legal, tax, business, financial and related advice regarding the purchase of the notes. We are not making any representation to you regarding the legality of an investment in the notes by you under applicable investment or similar laws.

In this prospectus supplement, unless otherwise indicated or the context otherwise requires, references to "Dollar General", the "Company", "we", "us" and "our" refer to Dollar General Corporation, a Tennessee corporation, and its consolidated subsidiaries and references to the "Issuer" refer to Dollar General Corporation, and not to any of its subsidiaries. References to our "2011 Annual Report" refer to our Annual Report on Form 10-K for the fiscal year ended February 3, 2012, which is incorporated by reference in this prospectus supplement. In addition, unless otherwise noted or the context requires otherwise, "2012," "2011," "2010" and "2009" refer to our fiscal years ending or ended February 1, 2013, February 3, 2012, January 28, 2011 and January 29, 2010. Our fiscal year ends on the Friday closest to January 31, and each of the years listed will be or were 52-week years, with the exception of 2011 which consisted of 53 weeks.

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PROSPECTUS SUPPLEMENT SUMMARY

This summary highlights selected information contained or incorporated by reference in this prospectus supplement or the accompanying prospectus. It does not contain all of the information that you should consider before investing in our notes. You should carefully read this entire prospectus supplement and the accompanying prospectus, including the factors described or referred to under the heading "Risk Factors" herein and in our 2011 Annual Report, as well as the financial statements and related notes and other information incorporated by reference in this prospectus supplement and the accompanying prospectus, before making an investment decision.

Dollar General

Our Company

We are the largest discount retailer in the United States by number of stores, with 10,052 stores located in 40 states as of May 4, 2012, primarily 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 apparel. Our merchandise includes high quality national brands from leading manufacturers, as well as comparable quality private brand selections with prices at substantial discounts to national brands. We offer our merchandise at everyday low prices (typically \$10 or less) through our convenient small-box (approximately 7,200 square feet) locations. Our small-box neighborhood stores are conveniently located to help our customers "Save time. Save money. Every day." For the thirteen weeks ended May 4, 2012, we generated net sales of \$3,901.2 million, net income of \$213.4 million and Adjusted EBITDA of \$463.2 million. See " Summary Historical Financial and Other Data" for our definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to our net income.

Our Business Model

Our long history of profitable growth is founded on a commitment to a relatively simple business model: providing a broad base of customers with their basic everyday and household needs, supplemented with a variety of general merchandise items, at everyday low prices in conveniently located, small-box stores. We continually evaluate the needs and demands of our customers and modify our merchandise selections and pricing accordingly, while remaining focused on increasing profitability for our shareholders.

Fiscal year 2011 represented our 22nd consecutive year of same-store sales growth. This growth, regardless of economic conditions, suggests that we have a less cyclical model than most retailers and, we believe, is a result of our compelling value and convenience proposition.

Our attractive store economics, including a relatively low initial investment and simple, low cost operating model, have allowed us to grow our store base to its current levels, and provide us significant opportunities to continue our profitable store growth strategy. For the thirteen weeks ended May 4, 2012, we generated sales growth of 13.0%, including same-store sales growth of 6.7%, and operating profit growth of 19.5%. We also generated net income of \$213.4 million for the thirteen weeks ended May 4, 2012, an increase of 36.0% compared to the thirteen weeks ended April 29, 2011.

Our History

J.L. Turner founded our Company in 1939 as J.L. Turner and Son, Wholesale. We were incorporated as a Kentucky corporation under the name J.L. Turner & Son, Inc. in 1955, when we opened our first Dollar General store. We changed our name to Dollar General Corporation in 1968 and reincorporated in 1998 as a Tennessee corporation. Our common stock was publicly traded from 1968 until July 2007, when we merged with an entity controlled by investment funds affiliated with Kohlberg Kravis Roberts & Co. L.P., or KKR. In November 2009 our common stock again became publicly traded. Buck Holdings, L.P., a Delaware limited partnership controlled by KKR continues to

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own a significant percentage of our common stock. The membership interests of Buck Holdings, L.P. and Buck Holdings, LLC, the general partner of Buck Holdings, L.P., are held by a private investor group, including affiliates of each of KKR and Goldman, Sachs & Co. (the "GS Investors") and other equity investors (collectively, the "Investors").

Our Competitive Strengths

We believe the following competitive strengths differentiate us from other retailers:

Compelling Value and Convenience Proposition. Our ability to deliver highly competitive prices on national brand and quality private brand products in convenient locations and our easy in and out shopping format create a compelling shopping experience that distinguishes us from other discount, convenience and drugstore retailers. Our slogan, "Save time. Save money. Every day!" summarizes our appeal to customers. We believe our ability to effectively deliver both value and convenience allows us to succeed in small markets with limited shopping alternatives, as well as to profitably coexist alongside larger retailers in more competitive markets. Our compelling value and convenience proposition is evidenced by the following attributes of our business model:

Convenient Locations. Our stores are conveniently located in a variety of rural, suburban and urban communities, currently with approximately 70% serving communities with populations of less than 20,000. In more densely populated areas, our small-box stores typically serve the closely surrounding neighborhoods. The majority of our customers live within three to five miles, or a 10-minute drive, of our stores. Our close proximity to customers drives customer loyalty and trip frequency and makes us an attractive alternative to large discount and other large-box retail and grocery stores which are often located farther away. Our low cost economic model enables us to serve many areas with fewer than 1,500 households.

Time-Saving Shopping Experience. We also provide customers with a highly convenient shopping experience. Our stores' smaller size allows us to locate parking near the front entrance. Our product offering includes most necessities, such as basic packaged and refrigerated food and dairy products, cleaning supplies, paper products, and health and beauty care items, as well as greeting cards, party supplies, apparel, housewares, hardware and automotive supplies, among others. Our typical store opens at 8:00 a.m. and closes at 9:00 p.m. or 10:00 p.m., seven days per week. Our convenient hours and broad merchandise offering allow our customers to fulfill their routine shopping requirements and minimize their need to shop elsewhere.

Everyday Low Prices on Quality Merchandise. Our research indicates that we offer a price advantage over most food and drug retailers and that our prices are highly competitive with even the largest discount retailers. Our ability to offer everyday low prices on quality merchandise is supported by our low-cost operating structure and our strategy to maintain a limited number of stock keeping units, or SKUs, per category, which we believe helps us maintain strong purchasing power. Most items are priced below \$10, with approximately 26% at \$1 or less. We offer quality nationally advertised brands at these everyday low prices in addition to offering our own comparable quality private brands at value prices.

Attractive Store Economics. The traditional Dollar General store size, design and location require minimal initial capital investment and low maintenance expenditures. Our typical locations involve a modest, no-frills building, which helps keep our rental and other fixed overhead costs relatively low. Our leased stores generally deliver positive cash flow in their first year of operations, typically resulting in pay back of capital in less than two years. Our stringent market analysis, real estate site selection and new store approval processes as well as our new store marketing programs help us optimize financial returns and minimize the risks of opening unprofitable stores.

Our lean store staffing model and centralized management of utilities, maintenance and supplies procurement contribute to our relatively low operating costs and efficient store operations. Recent additions and upgrades to technology in our stores, including high-speed data transmission, inventory

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control, workforce management and task management systems are enabling us to manage our store operations even more effectively.

Substantial Growth Opportunities. We believe we have the long-term potential in the U.S. to approximately double our existing store base while maintaining strong returns on capital. We have identified significant opportunities to add new stores in both existing and new markets. In addition, we have opportunities within our existing store base to relocate or remodel to better serve our customers. See "Our Growth Strategy" for additional details.

Our Growth Strategy

We believe we have the right strategy and execution capabilities to capitalize on the considerable growth opportunities afforded by our business model. We believe we continue to have significant opportunities to drive profitable growth through prioritizing our operating cash flow, increasing same-store sales, expanding our operating profit rate and growing our store base.

Priorities for Cash from Operations. Historically, our strong operating performance and working capital management have resulted in substantial cash from operations that allowed us to invest in the growth of the business while also reducing our indebtedness. We believe we continue to have a substantial opportunity to grow our business through new stores, store relocations and remodels. The growth and investment in our store base and related infrastructure remains the most important use of our cash from operations going forward. In addition to this growth, we are also focused on maintaining our credit profile. Lastly, we may use excess cash generated from operations to return capital to shareholders as we did through our 2011 and 2012 share repurchases.

Increasing Same-Store Sales. We believe the combination of our necessity-driven product mix and our attractive value proposition, including a well-balanced merchandising approach, provides a strong basis for increased sales. Our average sales per square foot increased to \$216 for the 53-week period ended May 4, 2012, up from \$203 for the 52-week period ended April 29, 2011. We believe we will continue to have additional opportunities to increase our store productivity through improved in-stock positions, price optimization, continued improvements in space utilization, and additional operating and merchandising initiatives. For example, as we did in 2011, we plan to further expand our offerings of frozen and refrigerated foods and items at the \$1.00 price point in both consumables and nonconsumables, continuing to combine some of our \$1.00 everyday low price ("EDLP") items with special purchases. In addition, we believe recent improvements we have made in the quality, selection and presentation of our merchandise in domestics, housewares and stationery should continue to appeal to our customers and contribute to our sales growth.

We remodeled or relocated 575 stores in 2011, and we plan to relocate or remodel 550 stores in 2012. During the first quarter of 2012, we remodeled or relocated 224 stores. Remodels and relocations typically drive incremental same-store sales growth. A relocation typically results in an improved, more visible and accessible location, and usually includes increased square footage. We believe we will continue to have opportunities for additional remodels and relocations beyond 2012.

Expanding Operating Profit Rate. Another key component of our growth strategy is improving our operating profit rate through enhanced gross profit and expense reduction initiatives. Even though we faced challenges in 2011 resulting from ongoing pressures with regard to discretionary spending and significant increases in product costs, we were able to increase our operating profit by 17%, equal to 30 basis points as a percent of sales, primarily due to our ongoing efforts to reduce selling, general and administrative expenses as a percent of sales.

We remain committed to an EDLP strategy that our customers can depend on. To strengthen our adherence to this strategy and still protect gross profit, we utilize various pricing and merchandising options, including price optimization strategies, changes to our product selection, such as alternate national brands and the expansion of our private brands, and modifications to our packaging and product size. In 2011, the cost of many basic commodities, including cotton, sugar, coffee, groundnuts

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and resin, as well as transportation fuel, increased, and many of these increases were passed along to us by our vendors. These cost increases posed a challenge to our continued priority of improving our gross profit rate in 2011.

Our private brand program complements our model of offering customers nationally branded consumables merchandise at everyday low prices. When compared to similar national brands, private or proprietary brand items generally have higher gross profit rates. The addition of private brands also allows us to better control quality and improve our packaging and shelf presentation over less recognizable "packer" labels. Over the past few years we have expanded our private brand initiative to our non-consumable offerings, dramatically improving the visual impact of many of our nonconsumables, including housewares, domestics, lawn and garden tools and summer toys.

Improving our inventory shrinkage has been and continues to be an important component of expanding our gross profit rate. To achieve this objective we have concentrated our shrink reduction efforts on stores with the highest shrink rates. In addition, we have been successful in employing exception reporting tools and enhanced shrink optimization processes.

We also continue to believe we have the potential to directly source a larger portion of our products internationally at significant savings to current costs. In 2011, we imported approximately \$780 million of goods, or 8% of total purchases, at cost.

We continually look for ways to improve our cost structure and enhance efficiencies throughout the organization. For example, in 2011, we fully implemented a store workforce management program, and made further progress on reducing costs through our energy management and centralized procurement systems.

Growing Our Store Base. In 2011, we made our initial entrance into Connecticut, New Hampshire and Nevada (our first new states since 2006) and in 2012 we plan to open approximately 50 stores in California. We opened a total of 625 new stores in 2011 and plan to open an additional 625 stores in 2012, of which 128 were opened in the 2012 first quarter. We have confidence in our real estate disciplines and in our ability to identify, open and operate successful new stores. As a result, we believe that at least our present level of new store growth is sustainable for the foreseeable future.

Recent Developments

On June 15, 2012, we issued a notice pursuant to the indenture governing our 11.875%/12.625% senior subordinated toggle notes due 2017 (the "Senior Subordinated Notes") that we intend to redeem all of the outstanding Senior Subordinated Notes on July 15, 2012. The Senior Subordinated Notes, which have an outstanding principal balance of \$450.7 million, will be redeemed at a redemption price equal to 105.938% of the principal amount of the Senior Subordinated Notes, plus accrued and unpaid interest thereon to but excluding the redemption date. Our obligation to pay the redemption price on the redemption date is conditioned upon the completion of new debt financing and our receipt prior to the redemption date of the net proceeds therefrom in an amount at least equal to the aggregate redemption price. Since this offering will not satisfy the financing condition contained in the redemption notice for the Senior Subordinated Notes, we intend to waive the foregoing condition and use other available funds (including cash on hand), in addition to the net proceeds of this offering, to pay the redemption price on the redemption date.

We are incorporated under the laws of the state of Tennessee, and our principal executive offices are located at 100 Mission Ridge, Goodlettsville, Tennessee 37072. Our telephone number is (615) 855-4000, and our website address is www.dollargeneral.com. Information contained on our website does not constitute part of this document.

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The Offering

The summary below describes the principal terms of the notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" section of this prospectus supplement contains more detailed descriptions of the terms and conditions of the notes.

Issuer	Dollar General Corporation
Notes	4.125% senior notes due 2017
Maturity Date	The notes will mature on July 15, 2017
Interest Rate	Interest on the notes will be payable in cash and will accrue at a rate of 4.125% per annum.
Interest Payment Dates	January 15 and July 15, commencing on January 15, 2013. Interest will accrue from July 12, 2012.
Guarantees	<p>The notes will be fully and unconditionally guaranteed on a senior unsecured basis by each existing and future direct or indirect wholly owned domestic subsidiary of ours that guarantees our obligations under our Credit Facilities (as defined below).</p> <p>Our non-guarantor subsidiaries accounted for approximately \$84.9 million and \$23.3 million of our net revenues and approximately \$18.0 million and \$3.6 million of our net income for 2011 and the thirteen weeks ended May 4, 2012, respectively, and approximately \$422.6 million and \$430.1 million of our total assets and approximately \$282.9 million and \$286.8 million of our total liabilities as of February 3, 2012 and May 4, 2012, respectively. Included in these net revenues, net income, total assets and total liabilities balances are certain intercompany balances that are eliminated in consolidation.</p>
Ranking	<p>The notes will be the Issuer's senior unsecured obligations and will:</p> <p>rank senior in right of payment to our existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes;</p> <p>rank equal in right of payment to all of our existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the notes;</p> <p>be effectively subordinated to all of our existing and future secured debt (including obligations under our senior secured term loan facility and our senior secured asset-based revolving credit facility, which we refer to here collectively as the "Credit Facilities"), to the extent of the value of the assets securing such debt; and</p> <p>be structurally subordinated to all obligations of each of our subsidiaries that is not a guarantor of the notes.</p>

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Similarly, the note guarantees will be senior unsecured obligations of the guarantors and will:

rank senior in right of payment to all of the applicable guarantor's existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes;

rank equal in right of payment to all of the applicable guarantor's existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the notes;

be effectively subordinated in right of payment to all of the applicable guarantor's existing and future secured debt (including the applicable guarantor's guarantee under the Credit Facilities), to the extent of the value of the assets securing such debt; and

be structurally subordinated to all obligations of any subsidiary of a guarantor if that subsidiary is not also a guarantor of the notes.

Certain Covenants

The Issuer will issue the notes under an indenture with U.S. Bank National Association, as trustee. The indenture will, among other things, limit the Issuer's ability and the ability of its subsidiaries to:

create certain liens; and

consolidate, merge or sell all or substantially all of our assets.

These covenants are subject to important exceptions and qualifications. See "Description of the Notes."

Optional Redemption

The Issuer may redeem the notes, at any time in whole or from time to time in part, at the redemption prices described in this prospectus supplement. See "Description of the Notes Optional Redemption."

Change of Control Triggering Event

Upon the occurrence of both a change of control and a rating event (each as defined in "Description of the Notes"), we will make an offer to each holder to repurchase all or any part of that holder's notes at a repurchase price in cash equal to 101% of the aggregate principal amount of such notes plus accrued and unpaid interest, if any.

No Prior Market

The notes will be new securities for which there is currently no market. Although certain of the underwriters have informed us that they intend to make a market in the notes, they are not obligated to do so, and they may discontinue market making activities at any time without notice. Accordingly, we cannot assure you that a liquid market for the notes will develop or be maintained.

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Use of Proceeds

We intend to use the net proceeds of this offering, together with cash on hand, to redeem all outstanding aggregate principal amount of our Senior Subordinated Notes and to pay related premium and accrued interest. See "Use of Proceeds" and "Capitalization." Certain of the underwriters and/or their affiliates are holders of our Senior Subordinated Notes and will receive a portion of the net proceeds from this offering. See "Underwriting."

Conflicts of Interest

Because KKR Capital Markets LLC and/or its affiliates own (through its investment in Buck Holdings) at least 10% of our issued and outstanding common stock, a "conflict of interest" under FINRA Rule 5121 is deemed to exist. Accordingly, this offer is being made in compliance with FINRA Rule 5121. FINRA Rule 5121 requires that a "qualified independent underwriter" participate in the preparation of this prospectus supplement and exercise its usual standards of due diligence with respect thereto. Citigroup Global Markets Inc. has assumed the responsibilities of acting as the qualified independent underwriter in this offering. No sales of the shares will be made to a discretionary account over which KKR Capital Markets LLC exercises discretion without the prior specific written approval of the account holder. For more information, see "Conflicts of Interest."

Risk Factors

Investing in the notes involves risk. You should carefully consider the risk factors set forth in the section entitled "Risk Factors" and the other information contained in this prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein and therein, prior to making an investment in the notes. See "Risk Factors."

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Summary Historical Financial and Other Data

The following table sets forth our summary consolidated financial information as of the dates and for the periods indicated. The summary historical statement of operations data and statement of cash flows data for the fiscal years ended February 3, 2012, January 28, 2011 and January 29, 2010, and balance sheet data as of February 3, 2012 and January 28, 2011, have been derived from our historical audited consolidated financial statements included in the 2011 Annual Report and incorporated by reference in this prospectus supplement. The summary historical balance sheet data as of January 29, 2010 presented in this table have been derived from our audited consolidated financial statements not included in the 2011 Annual Report. We derived the consolidated selected financial data for the 13-week periods ended May 4, 2012 and April 29, 2011 from our unaudited condensed consolidated interim financial statements included in our Quarterly Report on Form 10-Q for the period ended May 4, 2012 and incorporated by reference in this prospectus supplement. We have prepared the unaudited consolidated financial information set forth below on the same basis as our audited consolidated financial statements, and have included all adjustments, consisting only of normal recurring adjustments, that we consider necessary for a fair presentation of our financial position and operating results for such periods. The interim results set forth below are not necessarily indicative of results for the fiscal year ending February 1, 2013 or for any other period.

Our historical results are not necessarily indicative of future operating results. The information set forth below should be read in conjunction with, and is qualified in its entirety by reference to, "Selected Historical Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes

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included in the 2011 Annual Report and in our Quarterly Report on Form 10-Q for the period ended May 4, 2012 that are incorporated by reference in this prospectus supplement.

(Amounts in millions, excluding ratios, number of stores, selling square feet, and net sales per square foot)	January 29, 2010	Year Ended January 28, 2011	February 3, 2012(1)	13 Weeks Ended April 29, 2011	May 4, 2012
Statement of Income Data:					
Net sales	\$ 11,796.4	\$ 13,035.0	\$ 14,807.2	\$ 3,451.7	\$ 3,901.2
Cost of goods sold	8,106.5	8,858.4	10,109.3	2,364.3	2,672.9
Gross profit	3,689.9	4,176.6	4,697.9	1,087.4	1,228.3
Selling, general and administrative expenses	2,736.6	2,902.5	3,207.1	765.8	843.9
Operating profit	953.3	1,274.1	1,490.8	321.6	384.3
Interest income	(0.1)	(0.2)	(0.1)	(0.0)	0.0
Interest expense	345.7	274.2	205.0	65.6	37.1
Other (income) expense	55.5	15.1	60.6	2.3	1.7
Income before income taxes	552.1	985.0	1,225.3	253.8	345.6
Income tax expense	212.7	357.1	458.6	96.8	132.2
Net income	\$ 339.4	\$ 627.9	766.7	157.0	213.4
Comprehensive income(2)	\$ 344.7(2)	\$ 641.7(2)	781.8(2)	161.7	215.9
Statement of Cash Flows Data:					
Net cash provided by (used in):					
Operating activities	\$ 672.8	\$ 824.7	\$ 1,050.5	\$ 223.6	\$ 192.6
Investing activities	(248.0)	(418.9)	(513.8)	(91.6)	(145.7)
Financing activities	(580.7)	(130.4)	(908.0)	(27.0)	(40.5)
Total capital expenditures	(250.7)	(420.4)	(514.9)	(92.0)	(145.9)
Other Financial and Operating Data:					
Same store sales growth(3)	9.5%	4.9%	6.0%	5.4%	6.7%
Same store sales(3)	\$ 11,356.5	\$ 12,227.1	\$ 13,626.7	\$ 3,239.9	\$ 3,666.1
Number of stores included in same store sales calculation	8,324	8,712	9,254	8,815	9,346
Number of stores (at period end)	8,828	9,372	9,937	9,496	10,052
Selling square feet (in thousands at period end)	62,494	67,094	71,774	68,131	72,928
Net sales per square foot(4)	\$ 195	\$ 201	\$ 213	\$ 203	\$ 216
Consumables sales	70.8%	71.6%	73.2%	73.3%	73.8%
Seasonal sales	14.5%	14.5%	13.8%	13.2%	13.4%
Home products sales	7.4%	7.0%	6.8%	6.8%	6.6%
Apparel sales	7.3%	6.9%	6.2%	6.7%	6.2%
Rent expense	\$ 428.6	\$ 489.3	\$ 542.3	\$ 129.8	\$ 147.4
Balance Sheet Data (at period end):					
Cash and cash equivalents and short-term investments	\$ 222.1	\$ 497.4	\$ 126.1	\$ 602.5	\$ 132.5
Total assets	8,863.5	9,546.2	9,688.5	9,714.9	9,770.2
Long-term obligations	3,403.4	3,288.2	2,618.5	3,263.6	2,881.4
Total shareholders' equity	3,390.3	4,054.5	4,668.5	4,219.7	4,591.4
Other Financial Data:					
EBITDA(5)	\$ 1,139.3	\$ 1,501.2	\$ 1,694.3	\$ 383.7	\$ 452.6
Adjusted EBITDA(6)	\$ 1,287.2	\$ 1,545.1	\$ 1,837.6	\$ 408.1	\$ 463.2
Ratio of earnings to fixed charges(7)	2.1x	3.1x	3.8x	3.2x	4.6x

(1) The fiscal year ended February 3, 2012 was comprised of 53 weeks.

(2)

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Effective February 4, 2012, we adopted the Financial Accounting Standards Board's Accounting Standards Update ("ASU") No. 2011-05, Comprehensive Income (Topic 220): Deferral of the Effective Date for Amendments to the Presentation of Reclassification of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05. These updates revise the manner in which entities present comprehensive income in their financial statements. The following selected financial information

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revises historical information to illustrate the new presentation required by these standards for the periods presented.

	January 29, 2010	Year Ended January 28, 2011	February 3, 2012
Net income	\$ 339.4	\$ 627.9	\$ 766.7
Unrealized net gain on hedged transactions	7.9	23.2	24.8
Income tax expense on unrealized net gain on hedged transactions	2.6	9.4	9.7
Other comprehensive income, net of tax	5.3	13.8	15.1
Comprehensive income	\$ 344.7	\$ 641.7	\$ 781.8

- (3) Same-store sales are calculated based upon stores that were open at least 13 full fiscal months and remain open at the end of the reporting period. When applicable, we exclude the sales in the 53rd week of a 53-week year from the same-store sales calculation.
- (4) Net sales per square foot was 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 the Company's three interim fiscal quarters.
- (5) EBITDA is defined as income (loss) from continuing operations before cumulative effect of change in accounting principles plus interest and other financing costs, net, provision for income taxes, and depreciation and amortization.
- (6) Under our Credit Facilities, certain limitations and restrictions could arise if we are not able to satisfy and remain in compliance with specified financial ratios. Management believes the most significant of such ratios is the senior secured incurrence test under the Credit Facilities. This test measures the ratio of our senior secured debt to Adjusted EBITDA. This ratio would need to be no greater than 4.25 to 1 to avoid such limitations and restrictions. As of May 4, 2012, this ratio was 1.2 to 1. Senior secured debt is defined as our total debt secured by liens or similar encumbrances less cash and cash equivalents. Adjusted EBITDA is defined as EBITDA, further adjusted to give effect to adjustments required in calculating this covenant ratio under our Credit Facilities. EBITDA and Adjusted EBITDA are not presentations made in accordance with U.S. GAAP, are not measures of financial performance or condition, liquidity or profitability, and should not be considered as an alternative to (1) net income, operating income or any other performance measures determined in accordance with U.S. GAAP or (2) operating cash flows determined in accordance with U.S. GAAP. Additionally, EBITDA and Adjusted EBITDA are not intended to be measures of free cash flow for management's discretionary use, as they do not consider certain cash requirements such as interest payments, tax payments and debt service requirements and replacements of fixed assets.
- Our presentation of EBITDA and Adjusted EBITDA has limitations as an analytical tool, and should not be considered in isolation or as a substitute for analysis of our results as reported under U.S. GAAP. Because not all companies use identical calculations, these presentations of EBITDA and Adjusted EBITDA may not be comparable to other similarly titled measures of other companies. We believe that the presentation of EBITDA and Adjusted EBITDA is appropriate to provide additional information about the calculation of this financial ratio in the Credit Facilities. Adjusted EBITDA is a material component of this ratio. Specifically, non-compliance with the senior secured indebtedness ratio contained in our Credit Facilities could prohibit us from making investments, incurring liens, making certain restricted payments and incurring additional secured indebtedness (other than the additional funding provided for under the senior secured credit agreement and pursuant to specified exceptions).

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The calculation of Adjusted EBITDA under the Credit Facilities is as follows:

(in millions)	January 29, 2010	Year ended January 28, 2011	February 3, 2012	13-weeks ended April 29, 2011	May 4, 2012
Net income	\$ 339.4	\$ 627.9	\$ 766.7	\$ 157.0	\$ 213.4
Add (subtract):					
Interest income	(0.1)	(0.2)	(0.1)	(0.0)	0.0
Interest expense	345.6	274.1	205.0	65.6	37.1
Depreciation and amortization	241.7	242.3	264.1	64.3	69.9
Income taxes	212.7	357.1	458.6	96.8	132.2
EBITDA	1,139.3	1,501.2	1,694.3	383.7	452.6
Adjustments:					
Loss on debt retirements	55.3	14.6	60.3	2.2	1.6
Loss on hedging instruments	0.5	0.4	0.4	0.1	
Impact of markdowns related to inventory clearance, net of purchase accounting adjustments	(7.3)				
Advisory and consulting fees to affiliates	63.5	0.1			
Non-cash expense for share-based awards	18.7	16.0	15.3	3.5	4.8
Litigation settlement and related costs, net			13.1	13.1	
Indirect merger related costs	10.6	1.3	0.9		0.4
Other non-cash charges (including LIFO)	6.6	11.5	53.3	5.5	3.2
Other					0.6
Total Adjustments	147.9	43.9	143.3	24.4	10.6
Adjusted EBITDA	\$ 1,287.2	\$ 1,545.1	\$ 1,837.6	\$ 408.1	\$ 463.2

(7)

For purposes of computing the ratio of earnings to fixed charges, (a) earnings consist of net income (loss) before income taxes plus fixed charges less capitalized expenses related to indebtedness (amortization expense for capitalized interest is not significant) and (b) fixed charges consist of all interest expense (whether expensed or capitalized), amortization of debt issue costs and discounts related to indebtedness, and a portion of rent expense representative of interest factored therein.

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RISK FACTORS

An investment in the notes involves risk. Before investing in the notes, you should carefully consider the risks described below as well as other factors and information included in or incorporated by reference into this prospectus supplement and the accompanying prospectus, including the risk factors set forth in our 2011 Annual Report and our financial statements and related notes, all of which are incorporated by reference into this prospectus supplement and the accompanying prospectus. Any such risks could materially and adversely affect our business, financial condition, results of operations or liquidity. However, the selected risks described below and in our 2011 Annual Report are not the only risks facing us. Our business, financial condition, results of operations or liquidity could also be adversely affected by additional factors that apply to all companies generally, as well as other risks that are not currently known to us or that we currently view to be immaterial. While we attempt to mitigate known risks to the extent we believe to be practicable and reasonable, we can provide no assurance, and we make no representation, that our mitigation efforts will be successful. In such a case, the trading price of the notes could decline or we may not be able to make payments of principal and interest on the notes, and you may lose all or part of your original investment.

Risks Related to our Indebtedness

While we have reduced our debt levels since 2007, we continue to have substantial debt that will need to be repaid or refinanced at or prior to applicable maturity dates which could adversely affect our ability to raise additional capital to fund our operations and limit our ability to pursue our growth strategy or other opportunities or to react to changes in the economy or our industry.

At May 4, 2012, after giving effect to the offering of the notes and the application of proceeds therefrom, we would have had total outstanding debt (including the current portion of long-term obligations) of \$2.931 billion, including a \$1.964 billion senior secured term loan facility, \$1.084 billion of which matures on July 6, 2014 and \$879.7 million of which matures on July 6, 2017, borrowings of \$447.8 million under our senior secured asset-based revolving credit facility that matures on July 6, 2014 and \$500.0 million aggregate principal amount of the notes offered hereby. As of May 4, 2012, we also had an additional \$706.9 million available for borrowing under the revolving credit facility, net of \$21.7 million of commercial letters of credit and \$23.7 million of standby letters of credit. This level of debt and our ability to repay or refinance this debt prior to maturity could have important negative consequences to our business, including:

increasing our vulnerability to general economic and industry conditions because our debt payment obligations may limit our ability to use our cash to respond to or defend against changes in the industry or the economy;

requiring a substantial portion of our cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flow to fund our operations, capital expenditures and future business opportunities or pay dividends;

limiting our ability to pursue our growth strategy;

placing us at a disadvantage compared to our competitors who are less highly leveraged and may be better able to use their cash flow to fund competitive responses to changing industry, market or economic conditions;

limiting our ability to obtain additional financing for working capital, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes; and

increasing the difficulty of our ability to make payments on our outstanding debt, including the notes.

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We and our subsidiaries may be able to incur substantial additional indebtedness in the future, subject to the restrictions contained in our Credit Facilities. If new indebtedness is added to our current debt levels, the related risks that we now face could intensify. Restrictions imposed by our Credit Facilities may limit our ability to operate our business and to finance future operations or capital needs or to engage in other business activities.

Our variable rate debt exposes us to interest rate risk which could adversely affect our cash flow.

The borrowings under the senior secured term loan facility and the senior secured asset-based revolving credit facility that comprise our Credit Facilities bear interest at variable rates. Other debt we incur also could be variable rate debt. If market interest rates increase, variable rate debt will create higher debt service requirements, which could adversely affect our cash flow. While we have entered and may in the future enter into agreements limiting our exposure to higher interest rates, any such agreements may not offer complete protection from this risk. Our interest expense for the year ended February 3, 2012 was \$205.0 million. At May 4, 2012, we had \$447.8 million of debt under our senior secured asset-based revolving credit facility in addition to \$1.964 billion of debt under our senior secured term loan facility, which are based on a floating rate index. Based on our variable rate borrowing levels and interest rate swaps outstanding during 2011, the effect of a one percentage point change in variable interest rates would have resulted in a pretax reduction of our earnings and cash flows of approximately \$16.3 million in 2011.

Risks Related to the Notes

We may not be able to generate sufficient cash to service all of our indebtedness, including the notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may be unable to maintain a level of cash flow from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the notes.

If our cash flow and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness, including the notes. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our Credit Facilities restrict our ability to dispose of assets and use the proceeds from such disposition. We may not be able to consummate those dispositions or to obtain the proceeds that we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due.

Despite our current level of indebtedness, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks to our financial condition described above.

We and our subsidiaries may be able to incur significant additional indebtedness in the future. The indenture under which the notes offered hereby will be issued will not contain any restrictions on our ability to incur debt. Although our Credit Facilities do contain, restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the additional indebtedness incurred in compliance with these restrictions could be substantial. If we incur any additional indebtedness that ranks equally with the notes, subject to collateral arrangements, the holders of that debt will be entitled to share ratably with you in any proceeds distributed in

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connection with any insolvency, liquidation, reorganization, dissolution or other winding up of our Company. This may have the effect of reducing the amount of proceeds paid to you. These restrictions also will not prevent us from incurring obligations that do not constitute indebtedness under the Credit Facilities. In addition, as of May 4, 2012, we had \$706.9 million available for borrowing under the senior secured asset-based revolving credit facility, net of \$21.7 million of commercial letters of credit and \$23.7 million of standby letters of credit. All of those borrowings would be secured indebtedness. If new debt is added to our current debt levels, the related risks that we and the guarantors now face could intensify. See "Description of Other Indebtedness" and "Description of the Notes."

Repayment of our debt, including the notes, is dependent on cash flow generated by our subsidiaries and their ability to make distributions to us.

Our subsidiaries own a significant portion of our assets and conduct a significant portion of our operations. Accordingly, repayment of our indebtedness, including the notes, is dependent, to a significant extent, on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Unless they are guarantors of the notes, our subsidiaries do not have any obligation to pay amounts due on the notes or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the notes. Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. The indenture under which the notes offered hereby will be issued will not limit the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

The notes will be effectively subordinated to our and the guarantors' indebtedness under the Credit Facilities and any other secured indebtedness of our Company to the extent of the value of the property securing that indebtedness.

The notes will not be secured by any of our or the guarantors' assets. As a result, the notes and the guarantees will be effectively subordinated to our and the guarantors' indebtedness under the Credit Facilities with respect to the assets that secure that indebtedness to the extent of the value of such assets. At May 4, 2012, we had \$447.8 million of debt under our senior secured asset-based revolving credit facility in addition to \$1.964 billion of debt under our senior secured term loan facility, and we had \$706.9 million available for borrowing under the revolving credit facility, net of \$21.7 million of letters of credit and \$23.7 million of standby letters of credit. Under certain conditions, the commitments under the Credit Facilities may be increased by up to \$250.0 million. In addition, we may incur additional secured debt in the future. The effect of this subordination is that upon a default in payment on, or the acceleration of, any of our secured indebtedness, or in the event of bankruptcy, insolvency, liquidation, dissolution or reorganization of the Issuer or the guarantors, the proceeds from the sale of assets securing our secured indebtedness will be available to pay obligations on the notes and the guarantees only after all indebtedness under the Credit Facilities and that other secured debt has been paid in full. As a result, the holders of the notes may receive less, ratably, than the holders of secured debt in the event of our or the guarantors' bankruptcy, insolvency, liquidation, dissolution or reorganization.

Claims of noteholders will be structurally subordinated to the claims of creditors of our non-guarantor subsidiaries.

The notes will not be guaranteed by all of our subsidiaries. For example, as described in "Description of the Notes," our subsidiaries that do not guarantee the Credit Facilities will not

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guarantee the notes. Accordingly, claims of holders of the notes will be structurally subordinate to the claims of creditors of these non-guarantor subsidiaries, including trade creditors. All obligations of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us or a guarantor of the notes.

Our non-guarantor subsidiaries accounted for approximately \$84.9 million and \$23.3 million of our net revenues and approximately \$18.0 million and \$3.6 million of our net income for 2011 and the thirteen weeks ended May 4, 2012, respectively, and approximately \$422.6 million and \$430.1 million of our total assets, and approximately \$282.9 million and \$286.8 million of our total liabilities as of February 3, 2012 and May 4, 2012, respectively. Included in these net revenues, net income, total assets and total liabilities balances are certain intercompany balances that are eliminated in consolidation.

If we default on our obligations to pay our indebtedness, we may not be able to make payments on the notes.

Any default under the agreements governing our indebtedness, including a default under our Credit Facilities, that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness, could prevent us from paying principal, premium, if any, and interest on the notes and substantially decrease the market value of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants in the instruments governing our indebtedness (including covenants in our Credit Facilities and the indenture under which the notes offered hereby will be issued), we could be in default under the terms of the agreements governing such indebtedness, including our Credit Facilities and the indenture under which the notes offered hereby will be issued. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, the lenders under our Credit Facilities could elect to terminate their commitments thereunder, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to obtain waivers from the required lenders under our Credit Facilities to avoid being in default. If we breach our covenants under our Credit Facilities and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under our senior secured credit agreements, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture under which the notes offered hereby will be issued.

Upon the occurrence of a "change of control triggering event," as defined in the indenture under which the notes offered hereby will be issued, we must offer to buy back the notes at a price equal to 101% of the principal amount, together with any accrued and unpaid interest, if any, to the date of the repurchase. Our failure to purchase, or give notice of purchase of, the notes, would be a default under the indenture under which the notes offered hereby will be issued, which would also be a default under our Credit Facilities.

If a change of control triggering event occurs, it is possible that we may not have sufficient assets at the time of the change of control triggering event to make the required repurchase of notes or to satisfy all obligations under our Credit Facilities and the indenture under which the notes offered hereby will be issued. In order to satisfy our obligations, we could seek to refinance the indebtedness under our Credit Facilities and the indenture or obtain a waiver from the lenders or you as a holder of notes. We cannot assure you that we would be able to obtain a waiver or refinance our indebtedness on terms acceptable to us, if at all.

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The lenders under our Credit Facilities have the discretion to release the guarantors under the senior secured credit agreements in a variety of circumstances, which will cause those guarantors to be released from their guarantees of the notes.

While any obligations under our Credit Facilities remain outstanding, any guarantee of the notes may be released without action by, or consent of, any holder of the notes or the trustee under the indenture under which the notes offered hereby will be issued, at the discretion of lenders under our Credit Facilities, if such guarantor is no longer a guarantor of obligations under our Credit Facilities or any other material indebtedness. See "Description of the Notes Guarantees." The lenders under our Credit Facilities have the discretion to release the guarantees under our Credit Facilities in a variety of circumstances. Moreover, to the extent we refinance our Credit Facilities with debt which is not guaranteed or the Credit Facilities are no longer outstanding, the guarantors may also be released. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries will effectively be senior to claims of noteholders.

Federal and state fraudulent transfer laws may permit a court to void the guarantees, and, if that occurs, you may not receive any payments on the notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the notes and the incurrence of the guarantees. Under federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes or guarantees could be voided as a fraudulent transfer or conveyance if (1) we or any of the guarantors, as applicable, issued the notes or incurred the guarantees with the intent of hindering, delaying or defrauding creditors or (2) we or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for either issuing the notes or incurring the guarantees and, in the case of (2) only, one of the following is also true at such time:

we or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the guarantees;

the issuance of the notes or the incurrence of the guarantees left us or any of the guarantors, as applicable, with an unreasonably small amount of capital to carry on the business;

we or any of the guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or such guarantor's ability to pay as they mature; or

we or any of the guarantors was a defendant in an action for money damages, or had a judgment for money damages docketed against us or such guarantor if, in either case, after final judgment, the judgment is unsatisfied.

If a court were to find that the issuance of the notes or the incurrence of the guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or such guarantee or further subordinate the notes or such guarantee to presently existing and future indebtedness of ours or of the related guarantor, or require the holders of the notes to repay any amounts received with respect to such guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the voidance of the notes could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of such debt.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or an antecedent debt is secured or satisfied. A debtor will generally not be considered to have received value in connection with a debt offering if the debtor uses the proceeds of that offering to make a dividend payment or otherwise retire or redeem equity securities issued by the debtor.

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We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time or, regardless of the standard that a court uses, that the issuance of the guarantees would not be further subordinated to our or any of our guarantors' other debt.

The indenture under which the notes offered hereby will be issued will not limit our ability to incur future indebtedness, pay dividends, repurchase securities, engage in transactions with affiliates or engage in other activities that could adversely affect our ability to pay our obligations on the notes.

The indenture under which the notes offered hereby will be issued will not contain any financial maintenance covenants and will contain only limited restrictive covenants. The indenture will not limit our or our subsidiaries' ability to incur additional indebtedness, issue or repurchase securities, pay dividends or engage in transactions with affiliates. We, therefore, may pay dividends and incur additional debt, including secured indebtedness in certain circumstances or indebtedness by, or other obligations of, our subsidiaries to which the notes would be structurally subordinated. Our ability to incur additional indebtedness and use our funds for numerous purposes may limit the funds available to pay our obligations under the notes.

Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.

The notes are a new issue of securities for which there is no established public market. Certain of the underwriters have advised us that they intend to make a market in the notes as permitted by applicable laws and regulations; however, the underwriters are not obligated to make a market in the notes, and they may discontinue their market-making activities at any time without notice. Therefore, we cannot assure you that an active market for the notes will develop or, if developed, that it will continue. Historically, the market for non investment-grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes.

We cannot assure you that the market, if any, for the notes will be free from similar disruptions or that any such disruptions may not adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may increase our future borrowing costs and reduce our access to capital.

Our debt securities currently have a non-investment grade rating (although our senior secured term loan facility is investment grade), and any rating assigned could be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of the notes. Credit ratings are not recommendations to purchase, hold or sell the notes. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the notes.

Any future lowering of our ratings likely would make it more difficult or more expensive for us to obtain additional debt financing. If any credit rating initially assigned to the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount.

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The Investors continue to have significant influence over us and may have conflicts of interest with us or you now or in the future.

Through their investment in Buck Holdings, L.P., the Investors hold a significant interest in our outstanding common stock. As a result, the Investors may have influence over our ability to enter into any corporate transaction that requires the approval of shareholders regardless of whether noteholders believe that any such transactions are in their own best interests. In addition, pursuant to a shareholders' agreement that we entered into with Buck Holdings, L.P., KKR and the GS Investors, KKR and the GS Investors have certain rights to appoint directors to our Board and its committees for as long as Buck Holdings, L.P. continues to hold a specified amount of our common stock.

The Investors are also in the business of making investments in companies and may from time to time acquire and hold interests in businesses that compete directly or indirectly with us. The Investors may also pursue acquisition opportunities that are complementary to our business, and, as a result, those acquisition opportunities may not be available to us. As long as the Investors, or other funds controlled by or associated with the Investors, continue to indirectly own a significant amount of our outstanding common stock, the Investors may continue to be able to influence our decisions.

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FORWARD-LOOKING STATEMENTS

This prospectus supplement contains or incorporates by reference forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended. You can identify these statements because they are not limited to statements of historical fact or they use words such as "may," "will," "should," "expect," "believe," "anticipate," "project," "plan," "estimate," "objective," "intend" or "could" and similar expressions that concern our strategy, plans, intentions or beliefs about future occurrences or results. For example, statements relating to estimated and projected expenditures, cash flows, results of operations, financial condition and liquidity; plans and objectives for future operations, growth or initiatives; and the expected outcome or effect of pending or threatened litigation or audits are forward-looking statements.

All forward-looking statements are subject to risks, uncertainties and other factors that may change at any time, so our actual results may differ materially from the expectations expressed in or implied by such forward-looking statements, including, but not limited to:

failure to successfully execute our growth strategy, including delays in store growth, difficulties executing sales and operating profit margin initiatives and inventory shrinkage reduction;

the failure of our new store base to achieve sales and operating levels consistent with our expectations;

risks and challenges in connection with sourcing merchandise from domestic and foreign vendors, as well as trade restrictions;

our level of success in gaining and maintaining broad market acceptance of our private brands and in achieving our other initiatives;

unfavorable publicity or consumer perception of our products;

our debt levels and restrictions in our debt agreements;

economic conditions, including their effect on the financial and capital markets, our suppliers and business partners, employment levels, consumer demand, disposable income, credit availability and spending patterns, inflation and the cost of goods;

increases in commodity prices (including, without limitation, cotton, wheat, corn, sugar, oil, paper, nuts and resin);

levels of inventory shrinkage;

seasonality of our business;

increases in costs of fuel or other energy, transportation or utilities costs and in the costs of labor, employment and health care;

the impact of changes in, or noncompliance with, governmental laws and regulations (including, but not limited to, product safety, healthcare and unionization) and developments in and outcomes of legal proceedings, investigations or audits;

disruptions, unanticipated expenses or operational failures in our supply chain including, without limitation, a decrease in transportation capacity for overseas shipments or work stoppages or other labor disruptions that could impede the receipt of merchandise;

delays or unanticipated expenses in constructing or opening new distribution centers;

damage or interruption to our information systems;

changes in the competitive environment and the markets where we operate;

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natural disasters, unusual weather conditions, pandemic outbreaks, boycotts, war and geopolitical events;

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

our failure to protect our brand name;

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

interest rate and currency exchange fluctuations;

a data security breach;

our failure to maintain effective internal controls;

changes to income tax expense due to changes in or interpretation of tax laws, or as a result of federal or state income tax examinations; and

changes to or new accounting guidance, such as changes to lease accounting guidance or a requirement to convert to international financial reporting standards.

We derive many of these statements from our operating budgets and forecasts, which are based on many detailed assumptions that we believe are reasonable. However, it is very difficult to predict the impact of known factors, and we cannot anticipate all factors that could affect our actual results that may be important to an investor. Important factors that could cause actual results to differ materially from the expectations expressed in our forward-looking statements are disclosed under "Risk Factors" in this prospectus supplement and in the section entitled "Risk Factors" in our 2011 Annual Report as well as the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Note 9. Commitments and Contingencies" in our 2011 Annual Report and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Note 8. Commitments and Contingencies" in our Quarterly Report on Form 10-Q for the quarter ended May 4, 2012, which are incorporated by reference into this prospectus supplement. All written and oral forward-looking statements we make in the future are expressly qualified in their entirety by these cautionary statements as well as other cautionary statements that we make from time to time in our other SEC filings and public communications. You should evaluate all of our forward-looking statements in the context of these risks and uncertainties.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. Forward-looking statements included or incorporated by reference into this prospectus supplement are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

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USE OF PROCEEDS

We estimate that our net proceeds from this offering, after deducting underwriter discounts and commissions and estimated offering expenses, will be approximately \$493.4 million. We intend to use the net proceeds of this offering, together with cash on hand, to redeem our Senior Subordinated Notes and to pay related premium and accrued interest. The Senior Subordinated Notes bear interest a rate of 11.875% per annum and mature on July 15, 2017. Certain of the underwriters and/or their affiliates are holders of our Senior Subordinated Notes and will receive a portion of the net proceeds from this offering. For more information, see "Underwriting."

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The following table sets forth our capitalization as of May 4, 2012:

on an actual basis; and

on an as adjusted basis to give effect to this offering and the use of proceeds therefrom.

The table below should be read in conjunction with, and is qualified in its entirety by reference to, "Selected Historical Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our consolidated financial statements and the related notes included in the 2011 Annual Report and in our quarterly report on Form 10-Q that is incorporated by reference in this prospectus supplement.

	May 4, 2012	
	Actual	As Adjusted
	(amounts in millions, except per share amounts)	
Cash and cash equivalents	\$ 132.5	\$ 121.7
Long-term obligations:		
Credit Facilities:		
Senior secured asset-based revolving credit facility(1)	447.8	447.8
Senior secured term loan facility	1,963.5	1,963.5
Senior subordinated notes	450.7	
Senior notes offered hereby		500.0
Tax increment financing	14.5	14.5
Capital lease obligations	4.9	4.9
 Total long-term obligations	 2,881.4	 2,930.7
Shareholders' equity:		
Preferred stock		
Common stock; \$0.875 par value, 1,000.0 shares authorized, 332.3 shares issued and outstanding at May 4, 2012	290.8	290.8
Additional paid-in capital	2,967.0	2,967.0
Retained earnings	1,336.3	1,318.6
Accumulated other comprehensive loss	(2.7)	(2.7)
 Total shareholders' equity	 4,591.4	 4,573.7
 Total capitalization	 \$ 7,472.8	 \$ 7,504.4

(1) Amount shown does not include \$21.7 million of commercial letters of credit and \$23.7 million of standby letters of credit.

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DESCRIPTION OF OTHER INDEBTEDNESS

Credit Facilities

We have two senior secured credit facilities (the "Credit Facilities"), which provide financing of up to \$3.16 billion as of May 4, 2012. The Credit Facilities consist of a \$1.964 billion senior secured term loan facility (the "Term Loan Facility") and a senior secured asset-based revolving credit facility (the "ABL Facility"). Total commitments under the ABL Facility are equal to \$1.2 billion (of which up to \$350.0 million is available for letters of credit), subject to borrowing base availability. The ABL Facility also includes borrowing capacity available for short-term borrowings referred to as swingline loans.

The Credit Facilities provide that we will have the right at any time to request up to \$250.0 million of incremental commitments under one or more incremental term loan facilities and/or asset-based revolving credit facilities. The lenders under these facilities are not under any obligation to provide any such incremental commitments and any such addition of or increase in commitments will be subject to our not exceeding certain senior secured leverage ratios and certain other customary conditions precedent. Our ability to obtain extensions of credit under these incremental commitments are also subject to the same conditions as extensions of credit under the Credit Facilities.

Borrowings under the Credit Facilities bear interest at a rate equal to an applicable margin plus, at our option, either (a) LIBOR or (b) a base rate (which is usually equal to the prime rate). As of May 4, 2012, the applicable margin for borrowings under the Term Loan Facility is 2.75% for LIBOR borrowings and 1.75% for base-rate borrowings, and the applicable margin for borrowings under the ABL Facility is 1.50% for LIBOR borrowings and 0.50% for base rate borrowings. We are also required to pay a commitment fee to the lenders under the ABL Facility for any unutilized commitments, at a rate of 0.375% per annum as of May 4, 2012. The applicable margins for borrowings and the commitment fees under the ABL Facility are subject to adjustment each quarter based on average daily excess availability under the ABL Facility. We also must pay customary letter of credit fees.

Under the Term Loan Facility, we would be required to prepay outstanding term loans, subject to certain exceptions, with: up to 50% of our annual excess cash flow (as defined in the senior secured credit agreement), which would be reduced to 25% and 0% if we were to achieve and maintain a total net leverage ratio of 6.0 to 1.0 and 5.0 to 1.0, respectively; the net cash proceeds of certain non-ordinary course asset sales or other dispositions of property; and the net cash proceeds of any incurrence of debt other than proceeds from debt permitted under the senior secured credit agreement. Through May 4, 2012, no prepayments have been required under the prepayment provisions listed above. The Term Loan Facility can be prepaid in whole or in part at any time.

We amended the Term Loan Facility in March 2012, which resulted in the extension of the maturity on \$879.7 million of the Term Loan Facility to July 6, 2017. The remaining \$1.08 billion of the Term Loan Facility will mature on July 6, 2014. The applicable margin for borrowings under the Term Loan Facility remains unchanged.

We also amended the ABL Facility in March 2012. The primary effects of the amendment were to extend the maturity of the ABL Facility to July 6, 2014, and to increase the total commitment from \$1.031 billion to \$1.2 billion. The amendment resulted in the write-off of a portion (\$1.6 million) of existing debt issue costs related to the ABL Facility. There is no amortization under the ABL Facility.

In addition, we are required to prepay the ABL Facility, subject to certain exceptions, with the net cash proceeds of all non-ordinary course asset sales or other dispositions of revolving facility collateral (as defined in the senior secured credit agreement); and to the extent such extensions of credit exceed the then current borrowing base. Through May 4, 2012, no prepayments have been required under any prepayment provisions.

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We may voluntarily repay outstanding loans under the Term Loan Facility or the ABL Facility at any time without premium or penalty, other than customary "breakage" costs with respect to LIBOR loans.

All obligations under the Credit Facilities are unconditionally guaranteed by substantially all of our existing and future domestic subsidiaries (excluding certain immaterial subsidiaries and certain subsidiaries designated by us under our senior secured credit agreements as "unrestricted subsidiaries"), referred to, collectively, as U.S. Guarantors.

All obligations and related guarantees under the Term Loan Facility are secured by:

a second-priority security interest in all existing and after-acquired inventory, accounts receivable, and other assets arising from such inventory and accounts receivable, of our Company and each U.S. Guarantor (the "Revolving Facility Collateral"), subject to certain exceptions;

a first-priority security interest in, and mortgages on, substantially all of our and each U.S. Guarantor's tangible and intangible assets (other than the Revolving Facility Collateral); and

a first-priority pledge of 100% of the capital stock held by us, or any of our domestic subsidiaries that are directly owned by us or one of the U.S. Guarantors and 65% of the voting capital stock of each of our existing and future foreign subsidiaries that are directly owned by us or one of the U.S. Guarantors.

All obligations and related guarantees under the ABL Facility are secured by the Revolving Facility Collateral, subject to certain exceptions.

The senior secured credit agreements contain a number of covenants that, among other things, restrict, subject to certain exceptions, our ability to: incur additional indebtedness; incur additional liens; sell assets; pay dividends and distributions or repurchase our capital stock; make investments or acquisitions; consummate certain fundamental changes; repay or repurchase subordinated indebtedness, including the Senior Subordinated Notes discussed below; amend material agreements governing our subordinated indebtedness, including the Senior Subordinated Notes discussed below; or change our lines of business. The senior secured credit agreements also contain certain customary affirmative covenants and events of default.

At May 4, 2012, we had borrowings of \$447.8 million, commercial letters of credit of \$21.7 million and standby letters of credit of \$23.7 million outstanding under the ABL Facility. We anticipate potential borrowings under the ABL Facility in fiscal year 2012 up to a maximum of approximately \$500 million outstanding at any one time. Certain of the underwriters and/or their affiliates perform roles under the Credit Facilities. See "Underwriting."

Senior Subordinated Toggle Notes due 2017

As of May 4, 2012, we have \$450.7 million aggregate principal amount of 11.875%/12.625% senior subordinated toggle notes due 2017 (the "Senior Subordinated Notes") outstanding, which mature on July 15, 2017, pursuant to an indenture dated as of July 6, 2007.

We intend to redeem all of the Senior Subordinated Notes with the net proceeds of this offering, together with cash on hand, and to pay associated premium and accrued interest.

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DESCRIPTION OF THE NOTES

As used below, the terms "we," "us," "our" and "Dollar General" refer only to Dollar General Corporation and not to any of its Subsidiaries. The definitions of certain capitalized terms used in this description are set forth below under " Certain Definitions." Capitalized terms used but not defined in this section shall have the meanings set forth in the Indenture.

General

The following is a summary of the terms of the Indenture and the Notes. This Description of the Notes in this prospectus supplement supersedes and replaces the "Description of Debt Securities and Guarantees" in the prospectus in its entirety. The Notes will be issued under an indenture (the "Base Indenture"), dated as of July 12, 2012, between us and U.S. Bank National Association, as trustee (the "Trustee"), as amended by a supplemental indenture, dated as of July 12, 2012, among us, the guarantors named therein (the "Subsidiary Guarantors") and the Trustee (the "First Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). The Indenture will be subject to and governed by the Trust Indenture Act of 1939, as amended (the "TIA"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the TIA. The following is a summary of the material terms and provisions of the Notes and the Indenture. However, this summary does not purport to be a complete description of the Notes or the Indenture and is subject to the detailed provisions of, and qualified in its entirety by reference to, the Indenture, a copy of which is available from the Company upon request. We urge you to read the Indenture carefully because it, and not the following description, will govern your rights as a holder of the Notes.

Maturity, interest, form and denomination

The Notes are being issued in an original aggregate amount of \$500,000,000. The Notes will mature on July 15, 2017 and will bear interest at the rate of 4.125% per annum.

Interest will be payable semiannually in arrears on January 15 and July 15 of each year commencing on January 15, 2013 to holders of record of the Notes on the preceding January 1 and July 1, respectively. If an interest payment date falls on a day that is not a business day, interest will be payable on the next succeeding business day with the same force and effect as if made on such interest payment date. Interest on the Notes will be calculated on the basis of a 360-day year of twelve 30-day months.

The Notes will not be entitled to the benefit of any sinking fund provisions.

We expect that payments of principal, premium, if any, and interest to owners of beneficial interests in global notes will be made in accordance with the procedures of The Depository Trust Company ("DTC") and its participants in effect from time to time. DTC will act as the depository for the global notes.

The Notes will be issued in fully registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The registered holder of a Note will be treated as the owner of such Note for all purposes of the Indenture. The notes will initially be represented by one or more global notes in book-entry form. See " Book Entry; Delivery and Form."

The Indenture does not limit the amount of indebtedness that we or our subsidiaries may issue. The Indenture provides only limited protection against significant corporate events that could adversely affect investments in the Notes.

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Further issuances of the notes

We may, from time to time, without the consent of the existing holders of the Notes, issue additional notes under the Indenture having the same terms as the Notes in all respects, except for the issue date, the issue price and the initial interest payment date. Any such additional notes having the same terms as the Notes (the "Additional Notes") will be consolidated with and form a single series with the Notes offered hereby for all purposes of the Indenture. If the Additional Notes are not fungible with the Notes for U.S. federal income tax purposes, as applicable, the Additional Notes will have a different CUSIP number.

Ranking

The Notes will be our senior unsecured obligations and will:

rank senior in right of payment to our existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Notes (including the 11.875%/12.625% Senior Subordinated Toggle Notes due 2017, that are to be redeemed with the proceeds hereof);

rank equal in right of payment to all of our existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the Notes;

be effectively subordinated to all of our existing and future secured debt (including obligations under the Senior Credit Facilities), to the extent of the value of the assets securing such debt; and

be structurally subordinated to all obligations of each of our subsidiaries that is not a guarantor of the Notes.

Similarly, the Subsidiary Guarantees (as defined below) will be senior unsecured obligations of the Subsidiary Guarantors and will:

rank senior in right of payment to all of the applicable Subsidiary Guarantor's existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Notes;

rank equal in right of payment to all of the applicable Subsidiary Guarantor's existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the Notes;

be effectively subordinated in right of payment to all of the applicable Subsidiary Guarantors' existing and future secured debt (including the applicable Subsidiary Guarantor's Subsidiary Guarantee under the Senior Credit Facilities), to the extent of the value of the assets securing such debt; and

be structurally subordinated to all obligations of any Subsidiary of a Subsidiary Guarantor if that Subsidiary Guarantor is not also a Subsidiary Guarantor of the Notes.

Our non-guarantor subsidiaries accounted for approximately \$84.9 million and \$23.3 million of our net revenues and approximately \$18.0 million and \$3.6 million of our net income for 2011 and the thirteen weeks ended May 4, 2012, respectively, and approximately \$422.6 million and \$430.1 million of our total assets, and approximately \$282.9 million and \$286.8 million of our total liabilities as of February 3, 2012 and May 4, 2012, respectively. Included in these net revenues, net income, total assets and total liabilities balances are certain intercompany balances that are eliminated in consolidation.

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Subsidiary Guarantees

The Notes will be guaranteed (each such guarantee being referred to as a "Subsidiary Guarantee"), on a joint and several senior unsecured basis, on the Issue Date by each of our Domestic Subsidiaries that is a guarantor of our Senior Credit Facilities. On the Issue Date, the Subsidiary Guarantors will consist of the following Subsidiaries: Dolgencorp, LLC, Dolgencorp of Texas, Inc., Dollar General Partners, Dolgencorp of New York, Inc., DG Logistics, LLC, DG Promotions, Inc., Retail Risk Solutions, LLC, DC Financial, LLC, DG Strategic I, LLC, DG Strategic II, LLC, Dolgen Midwest, LLC, Dolgen I, Inc., Dolgen II, Inc., Dolgen III, Inc., Dolgen California, LLC, DG eCommerce, LLC, DG Strategic VI, LLC, DG Strategic VII, LLC, DG Strategic VIII, LLC, Retail Property Investments, LLC, DG Transportation, Inc., DG Retail, LLC, South Boston Holdings, Inc., Sun-Dollar, L.P. and South Boston FF&E, LLC. Following the Issue Date, additional Domestic Subsidiaries will be required to become Subsidiary Guarantors to the extent set forth below under "Additional Subsidiary Guarantees." The obligations of a Subsidiary Guarantor under its Subsidiary Guarantee will be limited to the extent necessary to prevent the obligations of such Subsidiary Guarantor under its Subsidiary Guarantee from constituting a fraudulent conveyance or fraudulent transfer under federal or state law. See "Risk Factors Risks related to the Notes Federal and state fraudulent transfer laws may permit a court to void the guarantees, and, if that occurs, you may not receive any payments on the notes."

The Indenture provides that the Subsidiary Guarantee of a Subsidiary Guarantor will be automatically and unconditionally released:

- (a) upon the consummation of any transaction (whether involving a sale or other disposition of securities, a merger or otherwise) whereby the Subsidiary Guarantor ceases to be a Subsidiary of Dollar General;
- (b) upon the release or discharge of all guarantees by such Subsidiary Guarantor of the Senior Credit Facilities and such other guarantees of other indebtedness of Dollar General, if applicable, that resulted in the creation of such Subsidiary Guarantee; or
- (c) in connection with a satisfaction and discharge, Covenant Defeasance or Legal Defeasance of the Indenture in accordance with the provisions described below.

Optional Redemption

Make-Whole Redemption

The Notes will be redeemable in whole or in part, at our option, at any time and from time to time at a redemption price equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the remaining scheduled payments of the principal and interest thereon to maturity (not including any portions of such payments of interest accrued as of the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points, plus the accrued interest thereon to the date of redemption.

Redemption from Proceeds of Qualified Equity Offerings

Prior to July 15, 2015 we may, with the net proceeds of one or more Qualified Equity Offerings, redeem up to 35% of the aggregate principal amount at maturity of the outstanding Notes (including Additional Notes) at a redemption price equal to 104.125% of the principal amount for the Notes, plus the applicable accrued and unpaid interest thereon, if any, to, but excluding, the redemption date subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date; provided that at least 65% of the principal amount of the Notes issued under the Indenture (including Additional Notes) remains outstanding immediately after the occurrence

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of any such redemption (excluding Notes held by us or our Subsidiaries) and that any such redemption occurs within 90 days following the closing of any such Qualified Equity Offering.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of Notes to be redeemed. Any notice of redemption may be given prior to the redemption thereof, any such redemption of notice may, at Dollar General's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a Qualified Equity Offering or other corporation transaction. If money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed is deposited with the Trustee on or before the redemption date, on and after the redemption date interest will cease to accrue on the Notes (or such portions thereof) called for redemption and such Notes will cease to be outstanding.

Change of Control

If a Change of Control Triggering Event occurs with respect to the Notes, unless we have exercised our right to redeem the Notes as described above or have exercised our option to satisfy and discharge the indenture as set forth below, holders of Notes will have the right to require us to repurchase all or any part in an integral multiple of \$1,000 of their Notes (provided that no Note will be purchased in part if the remaining principal amount of such Note would be less than \$2,000) pursuant to the offer described below (the "Change of Control Offer") on the terms set forth in the Indenture. In the Change of Control Offer, we will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes subject to such offer plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event, or, at our option, prior to any Change of Control, but after the public announcement of the Change of Control, we will be required to mail a notice to holders of Notes describing the transaction or transactions that constitute or may constitute the Change of Control Triggering Event and offering to repurchase such Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice. The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on or prior to the payment date specified in the notice. We must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, we will be required to comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control provisions of the Indenture by virtue of such conflicts.

On the Change of Control Payment Date, we will be required, to the extent lawful, to:

accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officers' certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The paying agent will promptly mail to each holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by

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book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Senior Notes surrendered; provided that each new Senior Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000.

We will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and such third party purchases all Notes properly tendered and not withdrawn under its offer.

The definition of Change of Control includes the occurrence of a direct or indirect sale, transfer, conveyance or other disposition (other than by way of a merger or consolidation) of "all or substantially all" of the properties or assets of Dollar General and its Subsidiaries taken as a whole. See " Certain Definitions Change of Control." Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require Dollar General to repurchase its Notes as a result of a sale, transfer, conveyance or other disposition of less than all of the assets of Dollar General and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Limitations on Liens

We have agreed under the Indenture that we will not, and will not permit any Subsidiary to, incur, issue, assume or guarantee any indebtedness for money borrowed if such indebtedness is secured by a pledge of, lien on or security interest in any shares of Voting Stock of any Significant Subsidiary, whether such Voting Stock is now owned or is hereafter acquired, without providing that the Notes (together with, if we shall so determine, any other indebtedness or obligations of Dollar General or any Subsidiary ranking equally with the Notes and then existing or thereafter created) shall be secured equally and ratably with such indebtedness. The foregoing limitation shall not apply to indebtedness secured by a pledge of, lien on or security interest (1) in any shares of Voting Stock of any corporation at the time it becomes a Significant Subsidiary and (2) incurred under the Senior Credit Facilities in an amount not to exceed (x) the total committed availability thereunder as of the Issue Date plus (y) the uncommitted amounts available under any incremental facilities thereunder as of the Issue Date.

Additional Subsidiary Guarantees

If, after the Issue Date, any of our Domestic Subsidiaries becomes a borrower or guarantor under the Senior Credit Facilities or becomes a guarantor of other indebtedness of Dollar General in an aggregate principal amount in excess of \$100.0 million, then, in each such case, we will be required to cause such Domestic Subsidiary to:

- (a) execute and deliver to the Trustee a supplemental indenture pursuant to which such Domestic Subsidiary shall unconditionally guarantee all of our obligations under the Notes and the Indenture; and
- (b) deliver to the Trustee one or more opinions of counsel that, subject to customary qualifications, such supplemental indenture (i) has been duly authorized, executed and delivered by such Subsidiary and (ii) constitutes a valid and legally binding obligation of such Subsidiary in accordance with its terms.

Limitations on Mergers and Sales of Assets

We have agreed under the Indenture not to, directly or indirectly: (a) consolidate or merge with or into another Person (whether or not we are the surviving corporation) or (b) sell, assign, transfer, lease,

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convey or otherwise dispose of all or substantially all of the properties or assets owned by us and our Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

we shall be the continuing entity, or the resulting, surviving or transferee Person shall be a corporation, partnership, limited liability company, trust or other entity organized and validly existing under the laws of any domestic or foreign jurisdiction, and such successor person (if not us) shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all of our obligations under the Notes and the Indenture;

immediately after such transaction, no Default or Event of Default exists; and

we shall deliver to the Trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with the Indenture and that all conditions precedent therein provided relating to such transaction have been complied with.

This will not apply to:

a merger between us and an affiliate solely for the purpose of reincorporating us in another jurisdiction; or

any consolidation or merger, or any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among us and our Subsidiaries.

Reports

So long as any Notes are outstanding, the Indenture will provide that we will:

make available to the Trustee and the holders of Notes copies of the annual reports and of the information, documents and other reports which Dollar General may be required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, *provided* that for this purpose the filing with the SEC of such reports, information and documents shall be sufficient; or

if the Company is not then subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, make available to the Trustee and the holders of the Notes (including by means of a public or private website), substantially similar periodic information (excluding exhibits) which would be required to be included in periodic reports on Form 10-K, 10-Q and 8-K (or any successor form or forms) under the Exchange Act within the time periods set forth in the applicable SEC rules and regulations as if we were a non-accelerated filer as defined in such applicable SEC rules and regulations, *provided* that in each case such information may be subject to exclusions if we in good faith determine that such excluded information would not be material to the interests of the holders of the Notes.

In the event that any direct or indirect parent company of Dollar General becomes a guarantor of the Notes, the Indenture will permit Dollar General to satisfy its obligations in this covenant with respect to financial information relating to Dollar General by furnishing financial information relating to such parent; provided that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Dollar General and its Subsidiaries on a standalone basis, on the other hand.

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Defaults

The Indenture provides that each of the following will constitute an "Event of Default" with respect to the Notes:

- (1) default in the payment of any interest when it becomes due and payable, and continuance of such default for a period of 30 days;
- (2) default in payment when due of the principal of, or premium, if any;
- (3) default, for 90 days after receipt of written notice given by the Trustee or the holders of not less than 25% in principal amount of the Notes then outstanding under the Indenture, in the performance or breach of any covenant in the Indenture for the benefit of the holders of the Notes (other than a default referred to in clauses (1) and (2) above);
- (4) default after the expiration of the grace period in the payment of principal when due, or resulting in acceleration of, other indebtedness (other than non-recourse debt) of us or any of our Significant Subsidiaries, for borrowed money or the payment of which is guaranteed by us or any Significant Subsidiary if the aggregate principal amount with respect to which the default or acceleration has occurred exceeds \$75.0 million and such indebtedness has not been discharged, or such default in payment or acceleration has not been cured or rescinded, prior to written notice of acceleration of the Notes;
- (5) failure by us or any Significant Subsidiary to pay final judgments entered by a court or courts of competent jurisdiction aggregating in excess of \$75.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgments become final and non-appealable, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;
- (6) any Subsidiary Guarantee of any Significant Subsidiary shall for any reason cease to be, or shall for any reason be asserted in writing by such Subsidiary Guarantor or us not to be, in full force and effect and enforceable in accordance with its terms, except to the extent contemplated or permitted by the Indenture; or
- (7) certain events of bankruptcy or insolvency.

If an Event of Default should occur and be continuing, either the Trustee or the holders of 25% of the aggregate principal amount of the Notes may declare the Notes due and payable. Holders of a majority in aggregate principal amount of the Notes then outstanding will be entitled to control certain actions of the Trustee under the Indenture and to waive past Defaults with respect to the Notes and rescind acceleration and its consequences with respect to the Notes provided that such rescission would not conflict with any judgment of a court of competent jurisdiction. In the event of any Event of Default specified in clause (4) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the holders of Notes, if within 20 days after such Event of Default arose: (1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged; or (2) holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or (3) the default that is the basis for such Event of Default has been cured.

Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee will not be under any obligation to exercise any of the rights or powers vested in it by the Indenture at the request, order or direction of any of the holders of Notes, unless one or more of such holders of Notes shall have offered to the Trustee reasonable security or indemnity.

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If an Event of Default occurs and is continuing, any sums held or received by the Trustee under the Indenture may be applied to reimburse the Trustee for its reasonable compensation and expenses incurred prior to any payments to holders of the Notes.

The right of any holder of Notes to institute an action for any remedy (except such holder's right to enforce payment of the principal of, and premium, if any, and interest on such holder's Note when due) will be subject to certain conditions precedent, including a written notice to the Trustee by such holder of the occurrence of one or more Events of Default, a request to the Trustee by the holders of not less than 25% of the aggregate principal amount of the Notes then outstanding to take action, an offer satisfactory to the Trustee of security and indemnity against liabilities incurred by it in so doing, the failure of the Trustee to comply with such request within 90 days after receipt thereof and the offer of security and indemnity and holders of a majority in principal amount of the total outstanding Notes have not given the Trustee a direction inconsistent with such request with such 90-day period.

Satisfaction and Discharge

The Indenture and the Subsidiary Guarantees will be discharged and will cease to be of further effect as to all outstanding Notes when:

(a) either:

(i) all of the Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to us, have been delivered to the Trustee for cancellation; or

(ii) all of the Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year or have been called for redemption pursuant to the provisions described under " Optional Redemption," and we have irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the holders of such Notes, cash in U.S. dollars, non-callable U.S. government securities or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on such Notes not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(b) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit or the grant of any lien securing such borrowing or any similar and simultaneous deposit relating to other indebtedness and, in each case, the granting of liens in connection therewith) and the deposit will not result in a breach or violation of, or constitute a default under, the Senior Credit Facilities or any other material instrument to which we or any Subsidiary Guarantor of such Notes is a party or by which we or any such Subsidiary Guarantor is bound (other than a breach, violation or default resulting from the borrowing of funds to be applied to such deposit or the grant of any lien securing such borrowing or any similar and simultaneous deposit relating to other indebtedness and, in each case, the granting of liens in connection therewith);

(c) we or any Subsidiary Guarantor of such Notes has paid or caused to be paid all sums payable by it under the Indenture; and

(d) we have delivered irrevocable instructions to the Trustee for such Notes to apply the deposited money toward the payment of such Notes at maturity or on the redemption date, as the case may be.

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Legal Defeasance and Covenant Defeasance

We may, at our option and at any time, elect to have our obligations and the obligations of the Subsidiary Guarantors discharged with respect to the outstanding Notes ("Legal Defeasance"). Legal Defeasance means that we and the Subsidiary Guarantors shall be deemed to have paid and discharged the entire indebtedness represented by the Notes and the Subsidiary Guarantees, and the Indenture shall cease to be of further effect as to all outstanding Notes and Subsidiary Guarantees, except as to:

- (a) rights of holders of outstanding Notes to receive payments in respect of the principal of and interest, if any, on the Notes when such payments are due solely out of the trust funds referred to below;
- (b) our obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes, and the maintenance of an office or agency for payment and money for security payments held in trust;
- (c) the rights, powers, trusts, duties and immunities of the Trustee for such Notes under the Indenture, and our and the Subsidiary Guarantors', if any, obligations in connection therewith; and
- (d) the Legal Defeasance provisions of the Indenture.

In addition, we may, at our option and at any time, elect to have our obligations and the obligations of the Subsidiary Guarantors released with respect to substantially all of the covenants under the Indenture, except as described otherwise in the Indenture ("Covenant Defeasance"), and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain Events of Default (not including certain bankruptcy events) will no longer constitute an Event of Default with respect to the Notes. Covenant Defeasance will not be effective until such bankruptcy events no longer apply. We may exercise our Legal Defeasance option regardless of whether we have previously exercised Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (a) we must irrevocably deposit with the Trustee, as trust funds, in trust solely for the benefit of the holders, cash in U.S. dollars, non-callable U.S. government securities or a combination thereof, in such amounts as will be sufficient in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of and interest on the Notes on the stated date for payment or on the redemption date of the principal or installment of principal of or interest on the Notes;
- (b) in the case of Legal Defeasance, we shall have delivered to the Trustee an opinion of counsel in the United States confirming that:
 - (i) we have received from, or there has been published by the Internal Revenue Service, a ruling; or
 - (ii) since the Issue Date, there has been a change in the applicable U.S. federal income tax law;

in either case to the effect that, and based thereon this opinion of counsel shall confirm that, subject to customary assumptions and exclusions, the holders and beneficial owners of Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

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(c) in the case of Covenant Defeasance, we shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the holders and beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit or the grant of any lien securing such borrowing or any similar and simultaneous deposit relating to other indebtedness and, in each case, the granting of liens in connection therewith);

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a Default under the Senior Credit Facilities or any material agreement or instrument (other than the Indenture) to which we or any of our Subsidiaries is a party or by which we or any of our Subsidiaries is bound (other than that resulting from the borrowing of funds to be applied to such deposit or the grant of any lien securing such borrowing or any similar and simultaneous deposit relating to other indebtedness and, in each case, the granting of liens in connection therewith);

(f) we shall have delivered to the Trustee an officers' certificate stating that the deposit was not made by it with the intent of preferring the holders of Notes over any other of our creditors or with the intent of defeating, hindering, delaying or defrauding any of our creditors or others; and

(g) we shall have delivered to the Trustee an officers' certificate and an opinion of counsel (which opinion of counsel may be subject to customary assumptions and exclusions), each stating that the conditions provided for in, in the case of the officers' certificate, clauses (a) through (f) and, in the case of the opinion of counsel, clauses (b) and/or (c) and (e) of this paragraph have been complied with.

If the funds deposited with the Trustee to effect Covenant Defeasance are insufficient to pay the principal of and interest on the Notes when due, then our obligations and the obligations of the Subsidiary Guarantors under the Indenture will be revived and no such defeasance will be deemed to have occurred.

Modification of the Indenture

The Indenture contains provisions permitting us and the Trustee, without the consent of the holders of Notes, to, among other things, issue Additional Notes under the Indenture, comply with the terms of the TIA, make changes that are not adverse to the holders of Notes and add additional Subsidiary Guarantors (or release additional Subsidiary Guarantors from their Subsidiary Guarantees in accordance with the Indenture) by one or more supplemental indentures and, with the consent of the holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding affected by the modification, to modify the Indenture or any supplemental indenture or the rights of the holders of the Notes; provided that no such modification, without the consent of each holder of the Notes will:

change the amount of Notes whose holders must consent to an amendment, supplement or waiver;

reduce the rate of or extend the time for payment of interest (including default interest) on the Notes;

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reduce the principal or change the stated maturity of the Notes;

waive a Default or Event of Default in the payment of the principal of or interest, if any, on the Notes (except a rescission of acceleration of the Notes by the holders of at least a majority in principal amount of the Notes outstanding and a waiver of the payment default that resulted from such acceleration);

make the principal of or interest, if any, on any Notes payable in any currency other than that stated in the Notes;

make any change to the Indenture regarding the waiver of past defaults, the rights of holders of Notes to receive payments and the limitations on amendments and waivers to the Indenture; or

waive a redemption payment with respect to the Notes.

Concerning the Trustee

We will be required to file annually with the Trustee a statement of an officer as to the fulfillment of our obligations under the Indenture during the preceding year.

Certain Definitions

"ABL Facility" means that certain Amended and Restated ABL Credit Agreement, dated as of March 15, 2012, with total commitments equal to \$1.2 billion as of the Issue Date, among Dollar General, as parent borrower, certain domestic subsidiaries of Dollar General, as subsidiary borrowers, Wells Fargo Bank, N.A. as administrative agent, and the other lending institutions from time to time party thereto, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, any amendments, supplements, modifications, extensions, renewals, restatements, refunding or refinancing thereof and any indentures, notes, debentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that replace, refund or refinance all or any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

"Capital Stock" means:

- (a) in the case of a corporation, corporate stock;
- (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (c) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and
- (d) any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Dollar General and its Subsidiaries taken as a whole to any "Person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than Dollar General or one of its Subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "Person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of Dollar General's

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voting stock; (3) the first day on which a majority of the members of Dollar General's Board of Directors are not Continuing Directors; or (4) the adoption of a plan relating to our liquidation or dissolution. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (1) we become a wholly owned Subsidiary of a holding company that has agreed to be bound by the terms of the Indenture and (2) the holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of our voting stock immediately prior to that transaction.

"Change of Control Triggering Event" means, with respect to the Notes the occurrence of both a Change of Control and a Rating Event, with respect to the Notes.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

"Comparable Treasury Price" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if we obtain fewer than four such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of Dollar General who (1) was a member of such Board of Directors on the Issue Date; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of Dollar General's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"Default" means any event that is, or after notice or passage of time or both would be, an Event of Default.

"Disqualified Equity Interests" of any Person means any class of Equity Interests of such Person that, by its terms, or by the terms of any related agreement or of any security into which it is convertible, puttable or exchangeable, is, or upon the happening of any event or the passage of time would be, required to be redeemed by such Person, whether or not at the option of the holder thereof, or matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, in whole or in part, on or prior to the date which is 91 days after the final maturity date of the Notes.

"Domestic Subsidiary" means any of our Subsidiaries which is organized under the laws of the United States or any state thereof or the District of Columbia.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Independent Investment Banker" means one of the Reference Treasury Dealers that we appoint.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies.

"Issue Date" means July 12, 2012.

"Moody's" means Moody's Investors Service, Inc.

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"Person" means any individual, partnership, corporation, limited liability company, joint stock company, business trust, trust, unincorporated association, joint venture or other entity, or a government or political subdivision or agency thereof.

"Qualified Equity Offering" means a public or private offering of Equity Interests (other than Disqualified Equity Interests) of Dollar General generating gross proceeds to Dollar General of at least \$50.0 million.

"Rating Agencies" means (1) each of Moody's and S&P; and (2) if either Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of our control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by us as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"Rating Event" means, with respect to the Notes, (x) to the extent the Notes were rated with an Investment Grade Rating prior to the Relevant Period (as defined below), such Notes are rated below an Investment Grade Rating by both of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies (the "Relevant Period")) or (y) to the extent the Notes were not rated with an Investment Grade Rating by both of the Rating Agencies prior to the Relevant Period and the ratings of such Notes are downgraded by both of the Rating Agencies during the Relevant Period; provided that, in the case of each of clause (x) or (y), a Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply either (1) did not reduce the ratings of the Notes during the Relevant Period or (2) do not announce or publicly confirm that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Rating Event).

"Reference Treasury Dealers" means (1) Citigroup Global Markets Inc. and Goldman, Sachs & Co. and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer (a "Primary Treasury Dealer"), we shall substitute another nationally recognized investment banking firm that is a Primary Treasury Dealer, and (2) two other Primary Treasury Dealers selected by us.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by such Reference Treasury Dealer at 5:00 p.m. on the third business day preceding such redemption date.

"Senior Credit Facilities" means the ABL Facility and the Term Loan Credit Facility.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

"Significant Subsidiary" means a Subsidiary (treated for purposes of this definition on a consolidated basis together with its Subsidiaries) which meets any of the following conditions:

our and our other Subsidiaries' investments in and advances to the Subsidiary exceed ten percent of the total assets of ours and our Subsidiaries consolidated as of the end of the most recently completed fiscal year;

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our and our other Subsidiaries' proportionate share of the total assets (after intercompany eliminations) of the Subsidiary exceeds ten percent of the total assets of ours and our Subsidiaries consolidated as of the end of the most recently completed fiscal year; or

our and our other Subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principles of the Subsidiary exceeds ten percent of such income of ours and our Subsidiaries consolidated for the most recently completed fiscal year.

"Subsidiary" of any specified Person means any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other Subsidiaries of that Person or a combination thereof.

"Term Loan Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of March 30, 2012, with total commitments equal to \$1.964 billion as of the Issue Date, among Dollar General, as borrower, Citicorp North America, N.A. as administrative agent, and the other financial institutions from time to time party thereto, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, an any amendments, supplements, modifications, extensions, renewals, restatements, refunding or refinancing thereof and any indentures, notes, debentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that replace, refund or refinance all or any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to a maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"Voting Stock" means capital stock the holders of which have general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of a corporation; provided that, for the purpose of such definition, Capital Stock which carries only the right to vote conditioned on the occurrence of an event shall not be considered Voting Stock whether or not such event shall have occurred.

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BOOK-ENTRY, DELIVERY AND FORM

The notes initially will be represented by one or more permanent global certificates in definitive, fully registered form (the "Global Notes"). The Global Notes will be deposited upon issuance with The Depository Trust Company, New York, New York ("DTC"), and registered in the name of a nominee of DTC in the form of a global certificate.

The Global Notes

DTC has advised us that pursuant to procedures established by it (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depository and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Ownership of beneficial interests in the Global Notes will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system.

So long as DTC, or its nominee, is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Notes for all purposes under the indenture governing the notes. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, premium, if any, and interest on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner of the Global Notes. None of the Company, the trustee or any paying agent under the indenture governing the notes will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

DTC has advised us that its present practice is, upon receipt of any payment of principal, premium, if any, and interest on the Global Notes, to credit immediately participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC. Payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same-day funds. If a holder requires physical delivery of a certificated security for any reason, including to sell notes to persons in states which require physical delivery of the notes, or to pledge such securities, such holder must transfer its interest in a Global Note in accordance with the normal procedures of DTC and with the procedures set forth in the indenture governing the notes.

DTC has advised us that it will take any action permitted to be taken by a holder of notes, including the presentation of notes for exchange as described below, only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or

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participants has or have given such direction. However, if there is an event of default under the indenture governing the notes, DTC will exchange the Global Notes for certificated securities, which it will distribute to its participants.

DTC has advised us as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "Clearing Agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly ("indirect participants").

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Note among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. Neither we nor the trustee will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Clearstream. Clearstream is incorporated under the laws of Luxembourg as a professional depository. Clearstream holds securities for its participating organizations ("Clearstream Participants") and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides Clearstream Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depository, Clearstream is subject to regulation by the Luxembourg Monetary Institute. Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and may include the underwriters. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Participant either directly or indirectly.

Distributions with respect to notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures to the extent received by DTC for Clearstream.

Euroclear. Euroclear was created in 1968 to hold securities for participants of Euroclear ("Euroclear Participants") and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the "Euroclear Operator"), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation (the "Cooperative"). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

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The Euroclear Operator is regulated and examined by the Belgian Banking Commission.

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the notes sold outside of the United States and cross-market transfers of the notes associated with secondary market trading.

Although DTC, Clearstream and Euroclear have agreed to the procedures provided below in order to facilitate transfers, they are under no obligation to perform these procedures, and these procedures may be modified or discontinued at any time.

Clearstream and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will record the total ownership of each of the U.S. agents of Clearstream and Euroclear, as participants in DTC. When notes are to be transferred from the account of a DTC participant to the account of a Clearstream participant or a Euroclear participant, the purchaser must send instructions to Clearstream or Euroclear through a participant at least one day prior to settlement. Clearstream or Euroclear, as the case may be, will instruct its U.S. agent to receive notes against payment. After settlement, Clearstream or Euroclear will credit its participant's account. Credit for the notes will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants will be able to employ their usual procedures for sending notes to the relevant U.S. agent acting for the benefit of Clearstream or Euroclear participants. The sale proceeds will be available to the DTC seller on the settlement date. As a result, to the DTC participant, a cross-market transaction will settle no differently than a trade between two DTC participants.

When a Clearstream or Euroclear participant wishes to transfer notes to a DTC participant, the seller will be required to send instructions to Clearstream or Euroclear through a participant at least one business day prior to settlement. In these cases, Clearstream or Euroclear will instruct its U.S. agent to transfer these notes against payment for them. The payment will then be reflected in the account of the Clearstream or Euroclear participant the following day, with the proceeds back valued to the value date, which would be the preceding day, when settlement occurs in New York. If settlement is not completed on the intended value date, that is, the trade fails, proceeds credited to the Clearstream or Euroclear participant's account will instead be valued as of the actual settlement date.

You should be aware that you will only be able to make and receive deliveries, payments and other communications involving the notes through Clearstream and Euroclear on the days when those clearing systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States. In addition, because of time zone differences there may be problems with completing transactions involving Clearstream and Euroclear on the same business day as in the United States.

Certificated Securities

A Global Note is exchangeable for certificated securities if:

DTC (i) notifies us that it is unwilling or unable to continue as depository for the Global Notes or (ii) has ceased to be a Clearing Agency registered under the Exchange Act and, in either case, a successor depository is not appointed by us within 120 days; or

we, at our option, notify the trustee in writing that we elect to cause the issuance of the notes in certificated form.

In addition, beneficial interests in a Global Note may be exchanged for certificated securities upon prior written notice given to the trustee by or on behalf of DTC in accordance with the indenture governing the notes. In all cases, certificated securities delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depository (in accordance with its customary procedures).

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CERTAIN UNITED STATES FEDERAL INCOME AND ESTATE TAX CONSEQUENCES

The following is a summary of certain United States federal income tax consequences and, in the case of Non-U.S. Holders (as defined below), certain United States federal estate tax consequences, of the purchase, ownership and disposition of the notes as of the date hereof.

Except where noted, this summary deals only with notes that are purchased in this offering at their "issue price" (i.e., the first price at which a substantial amount of the notes is sold to the investors, excluding sales to bond houses, brokers or similar persons or organizations acting in the capacity of an underwriter, placement agent or wholesaler) and are held as capital assets. This summary does not represent a detailed description of the United States federal income or estate tax consequences applicable to you if you are subject to special treatment under the Uni