

12-01-1999

TRADEMARKS ONLY



Remarks
thereof.

TRADEMARKS ONLY

MRD 11/15/99

101211767

1. Name of Party(ies) conveying an interest:

Dollar General Corporation

Entity:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Kentucky
- Other

3. Interest Conveyed:

- Assignment Change of Name
- Security Agreement Merger
- Other

Execution Date

June 1, 1998

and Address of Party(ies) receiving an interest:

Name: Dollar General Corporation

Address: 100 Mission Ridge
Goodlettsville, Tennessee 37072

Entity:

- Individual(s) Association
- Corporation-State General Partnership Limited Partnership
- Other

Citizenship: Tennessee

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

11-15-1999
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #.0

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)
75/395,704; 75/395,705; 75/477,090

B. Trademark Registration No.(s)

5. Please mail documents back to:

Calendar/Docketing Dept.
Pillsbury Madison & Sutro LLP
Post Office Box 7880
San Francisco, CA 94120

6. Number of applications and registrations involved: 3

7. Amount of fee enclosed: \$ 90

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 30152-024-0520/RLK/CEP/KAS.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet) **29**

Attorney: Laura C. Gustafson

Date: 11-12-99

Atty/Sec: _____

Tel: (415) 983-6318

Fax: (415) 983-1200

NO30 11/1996

File in DUPLICATE with postcard receipt

11/30/1999 00000153 75395704
40.00 DP
50.00
01 FC:401
CI FC:401

ARTICLES OF MERGER
OF
DOLLAR GENERAL CORPORATION,
a Kentucky corporation

RECEIVED & FILED
095004
JUN 2 10 51 AM '98
JOHN Y. BROWN III
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY *Sandra Perry*

AND

DOLLAR GENERAL CORPORATION-TN,
a Tennessee corporation

To the Secretary of State
Commonwealth of Kentucky

Pursuant to the provisions of the Kentucky Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following Articles of Merger.

FIRST: Annexed hereto and made a part hereof is the Plan of Merger for merging Dollar General Corporation ("Old Dollar General") with and into Dollar General Corporation-TN ("New Dollar General") as approved by resolution adopted at a meeting by the Board of Directors of Old Dollar General on February 23, 1998 and by resolution adopted at a meeting by the Board of Directors of New Dollar General on May 29, 1998.

SECOND: For Old Dollar General, the designation, the number of outstanding shares, the number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger, and the number of votes of each voting group indisputably represented at the meeting at which the said merger was approved are as follows:

- (a) Designation of voting group: Common Stock (1)
- (b) Number of outstanding shares of voting group: 167,398,977
- (c) Number of votes entitled to be cast by voting group entitled to vote separately on the Plan of Merger: 167,398,977
- (d) Number of votes indisputably represented at the meeting: 142,363,120

(1) Includes 1,715,742 shares of Series A Convertible Junior Preferred Stock ("Series A Preferred Stock"), which vote on an as converted basis with the Common Stock (15.26 shares of Common Stock for each share of Series A Preferred Stock) and are not entitled to vote as a separate class.

THIRD: For Old Dollar General, the total number of votes cast for and against the Plan of Merger by each voting group entitled to vote separately on the said merger is as follows:

- (1) (a) Designation of voting group: Common Stock (1)
- (b) Number of votes of voting group cast for the Plan of Merger: 99,060,511
- (c) Number of votes of voting group cast against the Plan of Merger: (2)
43,302,608

(1) Includes 1,715,742 shares of Series A Convertible Junior Preferred Stock ("Series A Preferred Stock"), which vote on an as converted basis with the Common Stock (15.26 shares of Common Stock for each share of Series A Preferred Stock) and are not entitled to vote as a separate class.


(2) Includes abstentions and non-votes.

FOURTH: The said number of votes cast for the Plan of Merger was sufficient for the approval thereof by the said voting group.

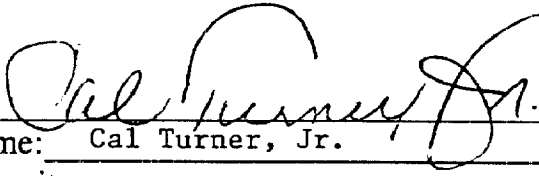
FIFTH: The merger of Old Dollar General with and into New Dollar General is permitted by the laws of the jurisdiction of organization of New Dollar General and has been authorized in compliance with said laws.

Executed on this 1st day of June, 1998.

DOLLAR GENERAL CORPORATION,
a Kentucky corporation

By: 
Name: Bob Carpenter
Capacity: Chief Administrative Officer

DOLLAR GENERAL CORPORATION-TN,
a Tennessee corporation

By: 
Name: Cal Turner, Jr.
Capacity: President

SNODERLY/ 586257.2

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made as of the 1st day of June 1998 by and between Dollar General Corporation-TN, a Tennessee corporation ("New Dollar General"), and Dollar General Corporation, a Kentucky corporation ("Old Dollar General") (collectively, the "Constituent Corporations").

RECITALS

WHEREAS, all of the issued and outstanding shares of capital stock of New Dollar General are owned beneficially and of record by Old Dollar General;

WHEREAS, the sole purpose of the Plan of Merger embodied herein is to effect a migratory merger within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, each of the Constituent Corporations has, subject to approval by their respective shareholders, adopted the plan of merger embodied in this Agreement, and the Constituent Corporations and their respective Boards of Directors deem it advisable and in the best interest of each of the Constituent Corporations that Old Dollar General be merged with and into New Dollar General pursuant to the applicable corporation laws of Tennessee and Kentucky.

AGREEMENT

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge, on the terms and conditions herein provided, as follows:

1. The Merger.

1.1 *Governing Law.* Old Dollar General shall be merged into New Dollar General in accordance with the applicable laws of the State of Tennessee and the Commonwealth of Kentucky. "Dollar General Corporation-TN" shall be the name of the surviving corporation and shall be governed by the laws of the State of Tennessee.

1.2 *Effective Date.* The "Effective Date" of the merger shall be, and such term as used herein shall mean the date on which the Articles of Merger prepared in accordance herewith are filed in the office of the Secretary of State of the State of Tennessee and the Articles of Merger prepared in accordance herewith are filed in the office of the Secretary of State of the Commonwealth of Kentucky, all after satisfaction of the requirements of applicable laws of the states prerequisite to such filings.

2. Share Conversion.

2.1 *Stock of Old Dollar General.* On the Effective Date, each share of Common Stock of Old Dollar General issued and outstanding immediately prior to the merger shall automatically be converted into and become, without further action by the holder thereof, one share of Common Stock of New Dollar General. On the Effective Date, each share of Series A Convertible Junior Preferred Stock of Old Dollar General issued and outstanding immediately prior to the merger shall automatically be converted into and become, without further action by the holder thereof, one share of Series A Convertible Junior Preferred Stock of New Dollar General. As of and after the Effective Date, each outstanding certificate which, prior to the Effective Date represented shares of Common Stock of Old Dollar General shall be deemed for all purposes to evidence ownership of, and to represent an equal number of shares of Common Stock of New Dollar General.

2.2 *Stock of New Dollar General.* Upon the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, each share of Common Stock of New Dollar General outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

3. Effect of the Merger.

3.1 *Rights, Privileges, Etc.* On the Effective Date, New Dollar General, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in New Dollar General without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of this merger, and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and such debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, New Dollar General and may be enforced against it to the same extent as if all of such debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 *Employee Benefit Plans.* On the Effective Date, New Dollar General will automatically assume all obligations of Old Dollar General under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

3.3 *Charter and Bylaws.* The Charter of New Dollar General as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Charter of

New Dollar General without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of New Dollar General as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Bylaws of New Dollar General without change or amendment until thereafter amended in accordance with the provisions thereof, the Charter of New Dollar General and applicable laws.

3.4 Upon the Effective Date, the Charter of New Dollar General is hereby amended by deleting Article 1 in its entirety and substituting in lieu thereof the following:

“The name of the Corporation shall be Dollar General Corporation.”

3.5 *Directors and Officers.* The directors and officers of Old Dollar General shall be the directors and officers of New Dollar General on the Effective Date, and such directors and officers shall serve until they are removed or replaced in accordance with the Charter and Bylaws of New Dollar General.

3.6 *Options, Warrants and Rights.* Each outstanding option, warrant or right to acquire shares of Common Stock of Old Dollar General which is not exercised prior to the Effective Date shall, at the Effective Date, be converted into the right to acquire the same number of shares of Common Stock of New Dollar General subject to the terms, conditions and provisions for adjustment to which such options, warrants or rights were previously subject.


3.7 *Further Action.* From time to time, as and when requested by New Dollar General, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as New Dollar General, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to New Dollar General, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolutions of the Board of Directors of each of the Constituent Corporations, is hereby executed on behalf of each of the Constituent Corporations by their respective officers hereunto duly authorized.

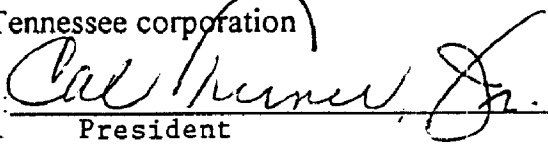
DOLLAR GENERAL CORPORATION,
a Kentucky corporation

By: 
Its: Chief Administrative Officer


Attest:

By: 
Its: Corporate Secretary

DOLLAR GENERAL CORPORATION-TN,
a Tennessee corporation

By: 
Its: President

Attest:

By: 
Its: Corporate Secretary

601864.3

BOX 14

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 06/02/98
REQUEST NUMBER: 3515-2639
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 06/02/98 1044
EFFECTIVE DATE/TIME: 06/02/98 1044
CONTROL NUMBER: 0351611

TO:
CAPITAL FILING SERVICE INC.
7051 HWY 70 SO.
NO 333
NASHVILLE, TN 37221

BOOK 10960 PAGE 580

RE:
DOLLAR GENERAL CORPORATION
ARTICLES OF MERGER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ARTICLES OF MERGER WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE AND IN THE COUNTY IN WHICH THE NEW OR SURVIVING CORPORATION SHALL HAVE ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE.

0445703
IDENTIFY & REFERENCE
98 JUN -3 PM 3:35
RECEIVED
CORPORATION SECTION
JUN 03 1998

FOR: ARTICLES OF MERGER

FROM:
CAPITAL FILING SERVICE, INC.
7051 HWY 70 S
#333
NASHVILLE, TN 37221-0000

598 06/03 0101 03CHECK 6.00

ON DATE: 06/02/98

RECEIVED: FEES \$50.00 \$50.00
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00002320676
ACCOUNT NUMBER: 00101230

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE



FILED

BOOK 10960 PG 581

SECRETARY OF STATE
RECEIVED

ARTICLES OF MERGER

OF

**DOLLAR GENERAL CORPORATION,
a Kentucky corporation**

AND

**DOLLAR GENERAL CORPORATION-TN,
a Tennessee corporation**

To the Secretary of State
State of Tennessee

Pursuant to the provisions of the Tennessee Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

FIRST: The Plan of Merger for merging Dollar General Corporation ("Old Dollar General") with and into Dollar General Corporation-TN ("New Dollar General") as adopted at a meeting by the Board of Directors of Old Dollar General on February 23, 1998 and adopted at a meeting by the Board of Directors of New Dollar General on May 29, 1998, is annexed hereto and made a part hereof.

SECOND: The shareholders entitled to vote thereon of Old Dollar General approved and duly adopted the aforesaid Plan of Merger at a meeting of said shareholders held on June 1, 1998.

THIRD: The merger of Old Dollar General with and into New Dollar General is permitted by the laws of the jurisdiction of incorporation of Old Dollar General and has been authorized in compliance with said laws.

FOURTH: New Dollar General will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Tennessee Business Corporation Act.


FIFTH: Upon the Effective Date, the Charter of New Dollar General is hereby amended by deleting Article 1 in its entirety and substituting in lieu thereof the following:

"The name of the Corporation shall be Dollar General Corporation."

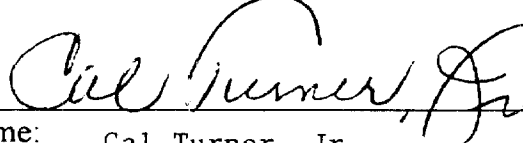
Executed on this 1st day of June, 1998.

BOOK 10960 PG 582

DOLLAR GENERAL CORPORATION, a
Kentucky corporation

By: 
Name: Bob Carpenter
Capacity: Chief Administrative Officer

DOLLAR GENERAL CORPORATION-TN, a
Tennessee corporation

By: 
Name: Cal Turner, Jr.
Capacity: President

586081.4

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made as of the _____ day of _____ 1998 by and between Dollar General Corporation-TN, a Tennessee corporation ("New Dollar General"), and Dollar General Corporation, a Kentucky corporation ("Old Dollar General") (collectively, the "Constituent Corporations").

RECITALS

WHEREAS, all of the issued and outstanding shares of capital stock of New Dollar General are owned beneficially and of record by Old Dollar General;

WHEREAS, the sole purpose of the Plan of Merger embodied herein is to effect a migratory merger within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, each of the Constituent Corporations has, subject to approval by their respective shareholders, adopted the plan of merger embodied in this Agreement, and the Constituent Corporations and their respective Boards of Directors deem it advisable and in the best interest of each of the Constituent Corporations that Old Dollar General be merged with and into New Dollar General pursuant to the applicable corporation laws of Tennessee and Kentucky.

AGREEMENT

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge, on the terms and conditions herein provided, as follows:

1. The Merger.

1.1 *Governing Law.* Old Dollar General shall be merged into New Dollar General in accordance with the applicable laws of the State of Tennessee and the Commonwealth of Kentucky. "Dollar General Corporation-TN" shall be the name of the surviving corporation and shall be governed by the laws of the State of Tennessee.

1.2 *Effective Date.* The "Effective Date" of the merger shall be, and such term as used herein shall mean the date on which the Articles of Merger prepared in accordance herewith are filed in the office of the Secretary of State of the State of Tennessee and the Articles of Merger prepared in accordance herewith are filed in the office of the Secretary of State of the Commonwealth of Kentucky, all after satisfaction of the requirements of applicable laws of the states prerequisite to such filings.

2. Share Conversion.

2.1 *Stock of Old Dollar General.* On the Effective Date, each share of Common Stock of Old Dollar General issued and outstanding immediately prior to the merger shall automatically be converted into and become, without further action by the holder thereof, one share of Common Stock of New Dollar General. On the Effective Date, each share of Series A Convertible Junior Preferred Stock of Old Dollar General issued and outstanding immediately prior to the merger shall automatically be converted into and become, without further action by the holder thereof, one share of Series A Convertible Junior Preferred Stock of New Dollar General. As of and after the Effective Date, each outstanding certificate which, prior to the Effective Date represented shares of Common Stock of Old Dollar General shall be deemed for all purposes to evidence ownership of, and to represent an equal number of shares of Common Stock of New Dollar General.

2.2 *Stock of New Dollar General.* Upon the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, each share of Common Stock of New Dollar General outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

3. Effect of the Merger.

3.1 *Rights, Privileges, Etc.* On the Effective Date, New Dollar General, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in New Dollar General without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of this merger, and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and such debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, New Dollar General and may be enforced against it to the same extent as if all of such debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 *Employee Benefit Plans.* On the Effective Date, New Dollar General will automatically assume all obligations of Old Dollar General under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

3.3 *Charter and Bylaws.* The Charter of New Dollar General as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Charter of

New Dollar General without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of New Dollar General as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Bylaws of New Dollar General without change or amendment until thereafter amended in accordance with the provisions thereof, the Charter of New Dollar General and applicable laws.

3.4 Upon the Effective Date, the Charter of New Dollar General is hereby amended by deleting Article 1 in its entirety and substituting in lieu thereof the following:

“The name of the Corporation shall be Dollar General Corporation.”

3.5 *Directors and Officers.* The directors and officers of Old Dollar General shall be the directors and officers of New Dollar General on the Effective Date, and such directors and officers shall serve until they are removed or replaced in accordance with the Charter and Bylaws of New Dollar General.

3.6 *Options, Warrants and Rights.* Each outstanding option, warrant or right to acquire shares of Common Stock of Old Dollar General which is not exercised prior to the Effective Date shall, at the Effective Date, be converted into the right to acquire the same number of shares of Common Stock of New Dollar General subject to the terms, conditions and provisions for adjustment to which such options, warrants or rights were previously subject.

3.7 *Further Action.* From time to time, as and when requested by New Dollar General, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as New Dollar General, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to New Dollar General, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

BOOK 10960rc586

Executed on this ___ day of June, 1998.

10960rc586
SECRET

DOLLAR GENERAL CORPORATION,
a Kentucky corporation

By: /s/ Bob Carpenter
Name: Bob Carpenter
Capacity: Chief Administrative Officer


DOLLAR GENERAL CORPORATION-TN,
a Tennessee corporation

By: /s/ Cal Turner, Jr.
Name: Cal Turner, Jr.
Capacity: President

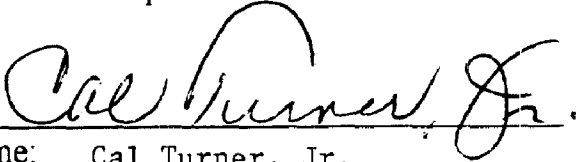
SNODERLY/ 586257.2

Executed on this 1st day of June, 1998.

DOLLAR GENERAL CORPORATION, a
Kentucky corporation

By: 
Name: Bob Carpenter
Capacity: Chief Administrative Officer


DOLLAR GENERAL CORPORATION-TN, a
Tennessee corporation

By: 
Name: Cal Turner, Jr.
Capacity: President

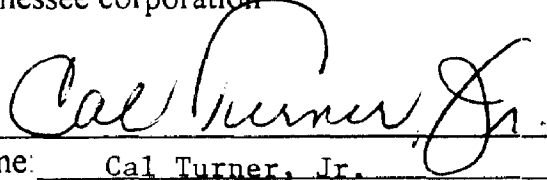
586081.4

Executed on this 1st day of June, 1998.

DOLLAR GENERAL CORPORATION, a
Kentucky corporation

By: 
Name: Bob Carpenter
Capacity: Chief Administrative Officer

DOLLAR GENERAL CORPORATION-TN, a
Tennessee corporation

By: 
Name: Cal Turner, Jr.
Capacity: President

586081.4

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

[Handwritten mark]

DATE: 05/29/98
REQUEST NUMBER: 3515-2085
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 05/29/98 1614
EFFECTIVE DATE/TIME: 05/29/98 1614
CONTROL NUMBER: 0351611

TO:
DOLLAR GENERAL CORPORATION-TN
104 WOODMONT BLVD
STE 500
NASHVILLE, TN 37205

RE:
DOLLAR GENERAL CORPORATION-TN
CHARTER - FOR PROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - FOR PROFIT

ON DATE: 05/29/98

FROM:
CAPITAL FILING SERVICE, INC.
7051 HWY 70 S
#333
NASHVILLE, TN 37221-0000

RECEIVED: FEES \$50.00 \$50.00
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00002319393
ACCOUNT NUMBER: 00101230

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE



TRADEMARK
REEL: 001995 FRAME: 0369

FILED

08/15/11 15:14

JUN 15 08 PM 01:22
SECRETARY OF STATE

**CHARTER
OF
DOLLAR GENERAL CORPORATION-TN**

JUN 15 08 PM 01:22
SECRETARY OF STATE

- 1. The name of the corporation is Dollar General Corporation-TN.
- 2. The corporation is for profit.
- 3. The duration of the corporation is perpetual.
- 4. The street address and zip code of the corporation's principal office in Tennessee will be:

104 Woodmont Boulevard, Suite 500
Nashville, Tennessee 37205
County of Davidson

- 5. (a) The name of the corporation's registered agent is Robert C. Layne.
- (b) The street address, zip code, and county of the corporation's registered office and registered agent in Tennessee shall be:

104 Woodmont Boulevard, Suite 300
Nashville, Tennessee 37205
County of Davidson

6. The corporation is organized to do any and all things and to exercise any and all powers, rights, and privileges that a corporation may now or hereafter be organized to do or to exercise under the Tennessee Business Corporation Act, as amended from time to time.

7. The maximum number of shares of stock the corporation is authorized to issue is:

(a) Five hundred million (500,000,000) shares of common stock, \$.50 par value per share, which shall be entitled to one vote per share and, upon dissolution of the corporation, shall be entitled to receive the net assets of the corporation.

(b) One million seven hundred fifteen thousand seven hundred forty-two (1,715,742) shares of Series A Convertible Junior Preferred Stock, \$.50 par value per share. The following is a statement of the powers, designations, preferences and relative, participating, optional and other special rights of the Series A Convertible Junior Preferred Stock and the qualifications, limitations and restrictions of the Series A Convertible Junior Preferred Stock.

(i) Voting Rights. Each share of Series A Convertible Junior Preferred Stock shall entitle the holder thereof to vote with the holders of the shares of Common Stock of the Corporation on all matters submitted to a vote of the holders of the shares of Common Stock of the Corporation and to have the number of votes as such holder would have upon conversion of the Series A Convertible Junior Preferred Stock to Common Stock as provided in paragraph (iv)(C)(4). The holders of the Series A Convertible Junior Preferred Stock shall vote separately as a class only on such matters that require a class vote by law.

(ii) Dividends. Subject to the rights of the holders of any shares of any series of preferred stock ranking superior to the Series A Convertible Junior Preferred Stock with respect to dividends, the holders of Series A Convertible Junior Preferred Stock shall be entitled to receive cash dividends out of funds legally available therefor, if, when and as cash dividends are declared by the Board of Directors and paid out of funds legally available therefor with respect to the Common Stock, in an amount equal to ninety percent (90%) of the dividend paid per share of Common Stock times the number of shares of Common Stock that the holder of the Series A Convertible Junior Preferred Stock would be entitled to receive upon conversion pursuant to paragraph (iv)(C)(4) for each share of Series A Convertible Junior Preferred Stock then held ("Participating Dividends"). If the Board of Directors shall declare a cash dividend on the Common Stock, the Board of Directors shall simultaneously declare a Participating Dividend on the Series A Convertible Junior Preferred Stock.

(iii) Liquidation, Merger, Etc.

(A) In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment in full of all amounts due and owing to creditors and holders of superior rights of any series or class of preferred stock, if any, the holders of Series A Convertible Junior Preferred Stock shall first be entitled, before any distribution is made upon any shares of Common Stock of the Corporation, to receive a preferential payment from the assets of the Corporation of cash or property (to the extent of funds legally available therefor) equal to \$.50 per share (the "Series A Preference Amount") of Series A Convertible Junior Preferred Stock, such amount payable with respect to one share of Series A Convertible Junior Preferred Stock being sometimes referred to as the "Series A Liquidation Payment" and with respect to all shares of Series A Convertible Junior Preferred Stock being sometimes referred to as the "Series A Liquidation Payments." If upon such liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the assets to be distributed among the holders of Series A Convertible Junior Preferred Stock shall be insufficient to permit payment to the holders of Series A Convertible Junior Preferred Stock of the Series A Liquidation Payments, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Series A Convertible Junior Preferred Stock.

(B) Upon any such liquidation, dissolution or winding-up of the Corporation, after the holders of Series A Convertible Junior Preferred Stock shall have been paid the Series A Liquidation Payments in full and the payment of any other distribution that may be required with respect to any series of preferred stock that may from time to time come into existence

ranking on a parity with or senior to the Series A Convertible Junior Preferred Stock, the remaining net assets of the Corporation shall be distributed to the holders of stock ranking on liquidation junior to the Series A Convertible Junior Preferred Stock. Written notice of such liquidation, dissolution or winding-up, stating a payment date and, to the extent known, the amount of the Series A Liquidation Payments and the place where said Series A Liquidation Payments shall be payable, shall be given by first class mail (postage prepaid), by telecopy, by overnight courier, or by telex, not less than ten (10) calendar days prior to the payment date stated therein, to the holders of record of the Series A Convertible Junior Preferred Stock, such notice to be addressed to each such holder at the address shown on the stock transfer records of the Corporation.

(C) In case outstanding shares of Series A Convertible Junior Preferred Stock shall be subdivided (by stock split, stock dividend or otherwise) into a greater number of shares of Series A Convertible Junior Preferred Stock, the relevant Series A Preference Amount in effect immediately prior to each such subdivision shall, simultaneously with the effectiveness of such subdivision, be proportionately reduced, and, conversely, in the case outstanding shares of Series A Convertible Junior Preferred Stock shall be combined into a smaller number of shares of Series A Convertible Junior Preferred Stock, the relevant Series A Preference Amount in effect immediately prior to each such combination, shall, simultaneously with the effectiveness of such combination, be proportionately increased.

(D) Whenever the distribution provided for in this Paragraph (iii) shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

(iv) Conversion.

(A) Right of Conversion. At the option of the holder thereof, at any time following the second anniversary of the date the shares of Series A Convertible Junior Preferred stock are issued (the "Initial Issuance Date"), each share of Series A Convertible Junior Preferred Stock may be converted into shares of fully paid and nonassessable Common Stock at the Conversion Rate (as hereinafter defined), determined as hereinafter provided, in effect on the date the certificate is surrendered for conversion. The option to convert shares of the Series A Convertible Junior Preferred Stock may be exercised by surrendering to the Corporation or any transfer agent for the Series A Convertible Junior Preferred Stock the certificate or certificates for the shares of Series A Convertible Junior Preferred Stock so to be converted, with the notice of conversion on such certificate duly completed and executed. Shares shall be deemed to have been converted immediately prior to the close of business on the day of surrender of such shares in the manner herein prescribed for conversion and the person entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such Common Stock as of such date. The holder of Series A Convertible Junior Preferred Stock, upon surrender of such certificates for conversion, shall not thereafter receive any Participating Dividend except any Participating Dividend for which the record date preceded the conversion date and the payment date shall be subsequent to the conversion date.

(B) Automatic Conversion of Series A Convertible Junior Preferred Stock Upon the Sale and Transfer Pursuant to a Foreclosure by a Third Party, Upon Dissolution or Termination of a Holder, or Upon the Merger, Consolidation, Share Exchange of the Corporation or Sale of All or Substantially All of the Corporation's Assets.

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(1) Upon the sale and transfer pursuant to a foreclosure by a third party (not to include any CTS Shareholder, a direct beneficiary (as of the Initial Issuance Date) of the Turner Children Trust dated January 21, 1980, or a wholly owned entity of one of the direct beneficiaries) of a security interest in shares of Series A Convertible Junior Preferred Stock, such shares of Series A Convertible Junior Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Series A Convertible Junior Preferred Stock are then convertible pursuant to Paragraph (iv)(C) on the date of such foreclosure without any further action by the holder or transferee of such shares of Series A Convertible Junior Preferred Stock and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent for the Series A Convertible Junior Preferred Stock. In order to receive a Common Stock certificate, the transferee of the shares of Series A Convertible Junior Preferred Stock shall surrender to the Corporation or its transfer agent for the Series A Convertible Junior Preferred Stock the certificate or certificates representing such shares properly endorsed or accompanied by proper instruments of assignment, duly executed by or on behalf of the record holder of such certificate or certificates. Certificates representing the shares of Common Stock into which such shares of Series A Convertible Junior Preferred Stock were so converted will be issued as soon as practicable.

(2) Except for the distribution of shares of Series A Convertible Junior Preferred Stock upon the dissolution of the initial holder of the Series A Convertible Junior Preferred Stock, upon the dissolution or termination of a holder of Series A Convertible Junior Preferred Stock, such shares of Series A Convertible Junior Preferred Stock held by such holder shall be converted automatically into the number of shares of Common Stock into which such shares of Series A Convertible Junior Preferred Stock are then convertible pursuant to Paragraph (iv)(C) on the date of such dissolution or termination without any further action by the holder of such shares of Series A Convertible Junior Preferred Stock and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent for the Series A Convertible Junior Preferred Stock. In order to receive a Common Stock certificate, the distributee or distributees of such shares of Series A Convertible Junior Preferred Stock shall surrender to the Corporation or its transfer agent for the Series A Convertible Junior Preferred Stock the certificate or certificates representing such shares accompanied by evidence of the dissolution or termination of the record holder of such shares and duly executed instructions for the transfer of such shares. Certificates representing the shares of Common Stock into which such shares of Series A Convertible Junior Preferred Stock were so converted will be issued as soon as practicable.

(3) In the event of any merger, consolidation or share exchange of the Corporation into or with any other corporation or entity, in which the Corporation is not the surviving entity (except for purposes of a merger effected exclusively for the purpose of changing the domicile of the Corporation), or sale of all or substantially all of the assets of the

Corporation, all outstanding shares of Series A Convertible Junior Preferred Stock shall be automatically converted immediately prior to consummation of such event into the number of shares of Common Stock specified in Paragraph (iv)(C)(4) (regardless of the date of such merger, consolidation, share exchange, sale of all or substantially all of the Corporation's assets) without any further action by the holder of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent for the Series A Convertible Junior Preferred Stock. The agent responsible for the receipt of certificates representing shares of the Corporation's Common Stock and the payment or distribution of the consideration to be received by the shareholders of the Corporation in such merger, consolidation or share exchange shall be instructed to receive and treat certificates representing the Series A Convertible Junior Preferred Stock as if such certificates represented the applicable number of shares of Common Stock. In a transaction involving the sale of all or substantially all of the assets of the Corporation, certificates representing shares of Series A Convertible Junior Preferred Stock shall be treated as set forth in subparagraphs (1) and (2) above.

(C) Conversion Rate. The number of shares of Common Stock issuable upon conversion of each share of Series A Convertible Junior Preferred Stock (the "Conversion Rate") shall be as follows, subject to adjustment as provided in paragraph (iv)(F):

(1) From the Initial Issuance Date through the third anniversary date thereof, one share of the Series A Convertible Junior Preferred Stock shall be convertible into 4.5 shares of Common Stock;

(2) From the day following the third anniversary date of the Initial Issuance Date through the fourth anniversary date thereof, one share of the Series A Convertible Junior Preferred Stock shall be convertible into a 4.625 shares of Common Stock;

(3) From the day following the fourth anniversary date of the Initial Issuance Date through the fifth anniversary date thereof, one share of the Series A Convertible Junior Preferred Stock shall be convertible into 4.75 shares of Common Stock; and

(4) After the fifth anniversary date of the Initial Issuance Date, one share of the Series A Convertible Junior Preferred Stock shall be convertible into 5.0 shares of Common Stock.

(D) No Fractional Shares to be Issued. No fractional shares of Common Stock nor scrip representing fractional shares shall be issued upon the conversion of the Series A Convertible Junior Preferred Stock. If more than one share of Series A Convertible Junior Preferred Stock shall be surrendered for conversion at one time by the same holder, the number of full shares which shall be issuable upon conversion thereof shall be computed on the basis of the aggregate number of Series A Convertible Junior Preferred Stock so surrendered. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of any share or shares of Series A Convertible Junior Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fraction based on the fair value of such share.

(E) Extraordinary Event.

(1) Upon the occurrence of an Extraordinary Common Stock Event (defined below), the holders of the Series A Convertible Junior Preferred Stock shall participate in any such Extraordinary Common Stock Event at the rate equal to the then applicable conversion rate as set forth in paragraph (iv)(C)(4) for each share of Series A Convertible Junior Preferred Stock. An "Extraordinary Common Stock Event" shall mean (a) the issuance of additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (b) a stock split or subdivision of outstanding share of Common Stock into a greater number of shares of Common Stock, or (c) a reverse stock split or combination of outstanding shares of Common Stock into a smaller number of shares of Common Stock.

(2) Upon the occurrence of a Recapitalization (defined below) of the Corporation or the payment of a special dividend, defined herein as a cash dividend other than a regular periodic cash dividend paid in an amount exceeding 200% of any cash dividend paid per share within the immediately preceding fiscal year (a "Special Dividend"), the holders of the Series A Convertible Junior Preferred Stock shall participate in any such Recapitalization or Special Dividend with the Common Stock on an as converted basis as determined at the then applicable conversion rate set forth in paragraph (iv)(C)(4) for each share of Series A Convertible Junior Preferred Stock. Recapitalization is defined herein as any recapitalization, reorganization or reclassification of the Common Stock of the Corporation.

(F) Adjustment to Conversion Rate. Upon the occurrence of an Extraordinary Common Stock Event as defined in (iv)(E)(1), the relevant Conversion Rates set forth in Paragraph (iv)(C) above shall be proportionately increased or decreased accordingly.

(G) Corporation Will Reserve Stock for Conversion. The Corporation shall at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon conversion of the Series A Convertible Junior Preferred Stock as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of all outstanding Series A Convertible Junior Preferred Stock. All shares of Common Stock which shall be so issuable shall be duly authorized and, when issued upon conversion of the Series A Convertible Junior Preferred Stock, shall be validly issued, fully paid and nonassessable.

(H) No Charge for Conversion. The issuance of certificates for shares of Common Stock upon the conversion of any shares of the Series A Convertible Junior Preferred Stock shall be made without charge to the converting holder of the Series A Convertible Junior Preferred Stock for such certificates, and such certificates shall be issued in the name of, or in such names as may be directed by, the holder of the Series A Convertible Junior Preferred Stock; *provided, however*, that the Corporation shall not be required to pay any taxes or other governmental charges which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the record holder of the Series A Convertible Junior Preferred Stock, and the Corporation shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Corporation the

amount of such tax or other governmental charge or shall have established to the satisfaction of the Corporation that such tax or other governmental charge has been paid or provided for. The Corporation may also require, as a condition to the issuance and delivery of any such certificate, an opinion of counsel acceptable to the Corporation to the effect that the proposed transfer (as allowable under Paragraph (vii) hereof) either does not require registration, or that an exemption from registration is available, under federal or any applicable state securities law.

(v) Ranking. The Series A Convertible Junior Preferred Stock shall rank junior to all other series or classes of preferred stock of the Corporation.

(vi) No Redemption. The shares of Series A Convertible Junior Preferred Stock shall not be redeemable at the option of the holder or the Corporation.

(vii) Transferability. Except for the distribution of shares of Series A Convertible Junior Preferred Stock upon the dissolution of the initial holder of the Series A Convertible Junior Preferred Stock, the holders of the shares of Series A Convertible Junior Preferred Stock may not sell, exchange, give, devise or otherwise dispose of, either voluntarily or involuntarily, or by operation of law (including a transfer pursuant to equitable distribution proceedings) any of the shares of Series A Convertible Junior Preferred Stock; provided, however, that the holders of the Series A Convertible Junior Preferred Stock may grant a security interest therein and provided further that the shares of Series A Convertible Junior Preferred Stock may be transferred to one or more of the original distributees of the original holder thereof or to one or more of the direct beneficiaries (as of the Initial Issuance Date) of the Turner Children Trust dated January 21, 1980.

(viii) Right of First Refusal Upon Foreclosure, Dissolution of a Holder or Following the Death of a Holder.

(A) In the event of an automatic conversion of shares of Series A Convertible Junior Preferred Stock into shares of Common Stock pursuant to the provisions of Paragraph (iv)(B)(1) hereof as a result of the sale and transfer pursuant to a foreclosure by a third party (not to include any CTS Shareholder, any direct beneficiary of the Turner Children Trust dated January 21, 1980, or a wholly owned entity of one of the direct beneficiaries any entity affiliated with such person(s) or entity) of a security interest in such shares, the Corporation shall have the right of first refusal to purchase such shares of Common Stock. The holder of shares of Series A Convertible Junior Preferred Stock that are the subject of a foreclosure proceeding shall give the Corporation thirty (30) days' prior written notice (the "Foreclosure Notice") of such pending foreclosure proceeding. The Foreclosure Notice shall state the name, address and telephone number of the party instituting the foreclosure proceedings (the "Foreclosing Party") as well as the scheduled date of foreclosure. During the period following the receipt of the Foreclosure Notice and prior to the consummation of the foreclosure, the Corporation may elect to purchase the shares of Common Stock issuable upon the automatic conversion by giving the Foreclosing Party written notice prior to foreclosure of its intent to purchase such shares and stating the date (the "Closing Date") that such purchase shall be consummated, which shall be a date within ten (10) calendar days of the sale and transfer pursuant to the foreclosure. The purchase price per share for the shares of Common Stock

to be purchased shall be the closing sale price of the Common Stock on the last trading day preceding the Closing Date as quoted on any national securities exchange on which the Corporation's Common Stock is listed, on The Nasdaq National Market, or, if price quotations for the Common Stock are not available on any such national securities exchange or The Nasdaq National Market, the mean between the closing bid and asked price of the Common Stock on the over-the-counter market as reported by the National Quotation Bureau, Incorporated, or, if no bid quotation is available on the over-the-counter market, the fair value of such Common Stock as determined in good faith by the Board of Directors.

(B) In the event of an automatic conversion of shares of Series A Convertible Junior Preferred Stock into shares of Common Stock pursuant to the provisions of paragraph (iv)(B)(2) hereof as a result of the termination or dissolution of the holder of Series A Convertible Junior Preferred Stock, the Corporation shall have the right of first refusal to purchase such shares of Common Stock. The holder of shares of Series A Convertible Junior Preferred Stock shall give the Corporation thirty (30) days' prior written notice (the "Dissolution Notice") of such pending dissolution. The Dissolution Notice shall state the scheduled date of termination or dissolution. During the period following receipt of the Dissolution Notice and prior to consummation of such termination or dissolution, the Corporation may elect to purchase the shares of Common Stock, issuable upon the automatic conversion by giving the holder written notice prior to termination or dissolution of its intent to purchase such shares and stating the date (the "Closing Date") that such purchase shall be consummated, which shall be a date within ten (10) calendar days of the termination or dissolution. The purchase price per share for the shares of Common Stock to be purchased hereunder shall be the same as set forth in Paragraph (viii)(A) above.

(C) In the event of the death of a holder of Series A Convertible Junior Preferred Stock, the subsequent conversion thereof, if any, by the estate (the "Estate") of such holder of such shares into Common Stock and any proposed sale of all or a portion thereof by the Estate, the Corporation shall have the right of first refusal to purchase such shares of Common Stock from the Estate. The Estate shall give the Corporation thirty (30) days' prior written notice of its intent to sell all or a portion of the underlying Common Stock (or if previously converted, notice of its intent to sell) stating the proposed sale date. During such thirty-day period following notice of the Estate's intentions to sell all or a portion of the underlying Common Stock, the Corporation may elect to purchase such shares of Common Stock by giving the estate written notice prior to the sale date of its intent to purchase such shares and stating the date that such purchase shall be consummated, which date shall be within ten (10) days of the requested date of conversion or sale if previously converted. The purchase price per share shall be determined as set forth in Paragraph (viii)(A) above.

(ix) Notices of Record Date. In the event of:

(A) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any share of stock of any class or any other securities or property, or to receive any other right; or

(B) any recapitalization of the Corporation, any reclassification of the capital stock of the Corporation, any merger or consolidation of the Corporation, or any transfer of all or substantially all of the assets of the Corporation to any other corporation, or any other entity or person; or

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(C) any voluntary or involuntary dissolution, liquidation or winding-up of the Corporation; then and in each such event the Corporation shall mail or cause to be mailed to each holder of Series A Convertible Junior Preferred Stock a notice specifying (1) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of such dividend, distribution or right, (2) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding-up is expected to become effective and (3) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding-up. Such notice shall be sent by first class mail (postage prepaid), or by telecopy or overnight courier or by telex, at least ten (10) calendar days prior to the date specified in such notice on which such action is to be taken.

(x). Status of Converted Series A Convertible Junior Preferred Stock. No share(s) of Series A Convertible Junior Preferred Stock acquired by the Corporation by reason of repurchase, conversion or otherwise shall be reissued as Series A Convertible Junior Preferred Stock, and all such acquired shares shall (1) be canceled, retired and eliminated from the Series A Convertible Junior Preferred Stock and (2) shall become authorized and unissued shares of the Corporation's undesignated preferred stock set forth in Paragraph (c) of Article 7 of the Corporation's Charter, as amended. No further corporate action by the Corporation shall be necessary to reduce the authorized number of shares of the Series A Convertible Junior Preferred Stock solely as a result of the conversion of shares of the Series A Convertible Junior Preferred Stock.

(c) Ten million (10,000,000) shares of preferred stock, no par value per share. Shares of preferred stock may be issued from time to time in one or more classes or series, each such class or series to be so designated as to distinguish the shares thereof from the shares of all other classes and series. The Board of Directors is hereby vested with the authority to divide preferred stock into classes or series and to fix and determine the relative rights, preferences, qualifications, and limitations of the shares of any class or series so established.

8. The shareholders of the corporation shall not have preemptive rights.

9. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, a Board of Directors. A director shall hold office until the annual meeting of shareholders for the year in which his or her term expires and until his or her successor shall be elected and shall qualify; subject, however, to prior death, resignation, retirement, disqualification, or removal from office. Any vacancy on the Board of Directors, including a vacancy that results from an increase in the number of directors or a vacancy that results from the removal of a director with cause, may be filled only by the Board of Directors.

Any director may be removed from office but only for cause and only by (a) the affirmative vote of the holders of a majority of the voting power of the shares entitled to vote in the election of directors, considered for this purpose as one class, unless a vote of a special voting group is otherwise required by law, or (b) the affirmative vote of a majority of the entire Board of Directors then in office.

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Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of shareholders, the election, term of office, filling of vacancies, and other features of such directorships shall be governed by the terms of this Charter applicable thereto.

Notwithstanding any other provision of this Charter, the affirmative vote of holders of two-thirds of the voting power of the shares entitled to vote at an election of directors shall be required to amend, alter, change or repeal, or to adopt any provisions as part of this Charter or as part of the corporation's Bylaws inconsistent with the purpose and intent of this Article 9.

10. To the fullest extent permitted by the Tennessee Business Corporation Act as in effect on the date hereof, and as hereafter amended from time to time, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Tennessee Business Corporation Act or any successor statute is amended after adoption of this provision to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time, or such successor statute. Any repeal or modification of this Article 10 by the shareholders of the corporation shall not affect adversely any right or protection of a director of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

11. The corporation shall indemnify every person who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director or officer or is or was serving at the request of the corporation as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, employee benefit plan, or other enterprise, including service on a committee formed for any purpose (and, in each case, his or her heirs, executors, and administrators), against all expense, liability, and loss (including counsel fees, judgments, fines, ERISA excise taxes, penalties, and amounts paid in settlement) actually and reasonably incurred or suffered in connection with such action, suit, or proceeding, to the fullest extent permitted by applicable law, as in effect on the date hereof and as hereafter amended. Such indemnification may include advancement of expenses in advance of final disposition of such action, suit, or proceeding, subject to the provision of any applicable statute.

The indemnification and advancement of expenses provisions of this Article 11 shall not be exclusive of any other right that any person (and his or her heirs, executors, and administrators) may have or hereafter acquire under any statute, this Charter, the corporation's Bylaws, resolution adopted by the shareholders, resolution adopted by the Board of Directors, agreement, or insurance, purchased by the corporation or otherwise, both as to action in his or her official capacity and as to action in another capacity. The corporation is hereby authorized to provide for indemnification and advancement of expenses through its Bylaws, resolution of shareholders, resolution of the Board of Directors, or agreement, in addition to that provided by this Charter.

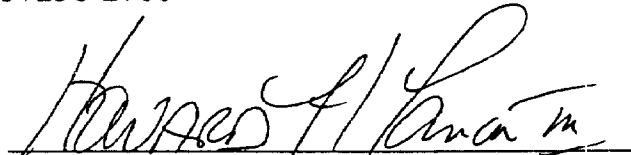
12. The corporation shall hold a special meeting of shareholders only in the event of (a) a call of the Board of Directors of the corporation or the officers authorized to do so by the Bylaws of the corporation, or (b) ~~the holders of at least twenty percent of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date, and deliver to the corporation's secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held, which shall be held~~ upon the call of the Board of Directors.

Notwithstanding any other provision of this Charter, the affirmative vote of holders of two-thirds of the voting power of the shares entitled to vote at an election of directors shall be required to amend, alter, change or repeal, or to adopt any provisions as part of this Charter or as part of the corporation's Bylaws ~~inconsistent with the~~ purpose and intent of this Article 12.

13. The name and address of the Incorporator is:

Howard H. Lamar III
2700 First American Center
Nashville, TN 37238-2700

Dated May 29, 1998


Howard H. Lamar III, Incorporator

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