IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF FLORIDA, et al.,

Plaintiffs,

Civil Case No. 1:15-cv-01052

vs.

DOLLAR TREE, INC;
FAMILY DOLLAR STORES, INC.

Defendants.

FINAL CONSENT JUDGMENT

The States of Florida, Maine, Missouri, Alabama, Indiana, Iowa, Maryland, Mississippi, Nebraska, Oklahoma, Tennessee, Vermont, Utah, and West Virginia, and the Commonwealths of Massachusetts, Pennsylvania, and Virginia ("Plaintiff States") have filed their Complaint against Defendants Dollar Tree, Inc. ("DTI") and Family Dollar Stores, Inc. ("FD") pursuant to and alleging violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18 and the antitrust laws of their respective states;

Defendants acknowledge receipt of Plaintiff States' Complaint and agree to waive service of summons in this action;

Plaintiff States and Defendants, by their respective attorneys, have consented to the entry of this Final Consent Judgment to resolve all matters of dispute between them in this action without trial or adjudication of any issue of fact or law. This Final Consent Judgment does not constitute any evidence against or admission by any party regarding any issue of fact or law, other than the jurisdictional facts set forth herein;

Defendants have agreed to be bound by the provisions of this Final Consent Judgment pending its entry by the Court;

Defendants hereby represent to the Court that the commitments required below can and will be made, and that Defendants will later raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the provisions below other than those set forth in this Final Consent Judgment absent changed circumstances;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is **ORDERED, ADJUDGED, AND DECREED**:

I. JURSIDICTION AND VENUE

A. This Court has jurisdiction over the subject matter of and each of the parties to this action. This Court has supplemental jurisdiction of the claims brought pursuant to state laws pursuant to 28 U.S.C. § 1367(a).

B. The Complaint states a claim upon which relief can be granted against Defendants DTI and FD pursuant to 28 U.S.C. §§ 1331 and 1337(a) and under Sections 7 and 16 of the Clayton Act as amended (15 U.S.C. §§ 18 and 26).

C. Venue is proper in this Court under Section 12 of the Clayton Act, 15 U.S.C. § 22 and under 28 U.S.C. § 1391(b).

D. This Court has personal jurisdiction over Defendants.

E. Defendants have acknowledged service and waived any claim for insufficiency of process or service of process.

F. Entry of this Final Consent Judgment is in the public interest.

II. DEFINITIONS

Unless otherwise indicated, the capitalized terms used herein shall have the meaning ascribed to them in the Decision and Order provisionally accepted by the Federal Trade

Commission in the Matter of Dollar Tree, Inc. and Family Dollar Stores, Inc., Docket No. ____, on ____[month day], 2015, ("FTC Order") a copy of which is incorporated herein by reference and attached hereto as Exhibit 1. In the event the final FTC Order issued by the Federal Trade Commission in this matter differs from the FTC Order attached hereto, it is agreed the final FTC Order shall be the "FTC Order" referred to herein.

III. APPLICABILITY

This Final Consent Judgment applies to DTI and FD.

IV. REQUIRED DIVESTITURES

A. As provided in the FTC Order, Defendants shall divest the Assets to be Divested relating to the Plaintiff States pursuant to the timing requirements and other relevant provisions of the FTC Order. A list of the Assets to be Divested relating to the Plaintiff States is attached to this Final Consent Judgment as Exhibit 2.

V. REQUIRED NOTIFICATION

A. If Defendants seek to acquire, directly or indirectly, through subsidiaries or otherwise, any leasehold, ownership interest, or any other interest, in whole or in part, in any concern, corporate or non-corporate, or in any assets open and engaged in the operation of a Dollar Store (or which were open and so engaged within the past three months of when Defendants approved acquiring the assets) which are within 3 miles (measured in a straight line distance) of any of the Dollar Stores identified in Exhibits 2 & 3 to this Final Consent Judgment for a period of five (5) years from the date of entry of this Consent Judgment, Defendants shall provide advance written notification with respect to such proposed transaction to the relevant Plaintiff State as well as the Plaintiff State designee. Such notice shall include the identity of the interest, its owners and locations, the expected closing date of the transaction and Defendants'

evaluation of the impact of the acquisition and shall be delivered to the relevant Plaintiff State as well as the Plaintiff State designee at least 30 days before the transaction is to close.

B. Subject to information currently in the possession of the Plaintiff States, Defendants hereby confirm that it is their present intention to continue to operate all of the Dollar Stores held and acquired through the Acquisition (not subject to divestiture under Part II of the FTC Order). If, as a result of a change in business plans (as opposed to as a result of any casualty or emergency, e.g., condemnation, destruction, or loss or damage by fire), Defendants seek to permanently close or relocate any Dollar Stores located in the Plaintiff States within twelve months from the date of entry of this Consent Judgment, and the details of the planned closing or relocation are not currently in the possession of the Plaintiff States, Defendants shall provide thirty (30) day's advance written notification with respect to such planned action to the relevant Plaintiff State as well as to the Plaintiff State designee. In the event any Dollar Store located in the Plaintiff States is closed or relocated as a result of any casualty or emergency within the 12-month period, Defendants shall provide written notification of such closure or relocation within thirty (30) days following the Defendant's decision to permanently close or relocate the store to the relevant Plaintiff State as well as the Plaintiff State designee.

C. If Defendants seek to close any assets engaged in the operation of a Dollar Store (or which have been so engaged within the past six months) identified in Exhibit 4 to this Final Consent Judgment, Defendants shall provide advance written notification with respect to such proposed action to the relevant Plaintiff State thirty (30) days for a period of five (5) years from the date of entry of this order, before such action occurs. Such notice shall also be delivered to the Plaintiff States designee. Such notice shall include the identity of the assets, their location(s),

the expected date of the closure and Defendant's assessment of whether any of Defendants' other stores or planned stores are expected to serve that area.

D. Defendants hereby confirm that the assets identified in Exhibit 5 hereto will continue to operate under the same banner which they operate as of the date of entry of this order for a minimum of five (5) years, subject to the following notification requirement. If Defendants desire to rebrand or rebanner the assets identified in Exhibit 5 within the stated time frame, Defendants shall provide written notification of such proposed change to the relevant Plaintiff States thirty (30) days before said change is undertaken. Such notice shall also be delivered to the Plaintiff State designee. Notice shall include the identity of the assets, their location(s), the expected date of the re-bannering and Defendant's assessment of whether any of Defendants' other stores or planned stores operating under the original banner are expected to serve that area.

E. Defendants hereby confirm that it is their present intention to continue to operate the assets identified in Exhibit 6 as Distribution Centers for the merged entity. If Defendants plan to close, relocate or repurpose such assets within 5 years of entry of this Consent Judgment, Defendants shall provide written notification of such proposed change to the relevant Plaintiff State thirty (30) days before said change is undertaken. Such notice shall also be delivered to the Plaintiff State designee. Notice shall include the identity of the assets, their location(s), a description of the planned change, its expected date, and Defendant's assessment of how the proposed change will impact Defendant's stores and other operations in the area.

F. In addition to the foregoing notification requirements, Defendants will notify Plaintiff States' designee at least thirty (30) days prior to:

a. Dissolution of Defendants;

b. Any proposed acquisition, merger or consolidation of Defendants (other than the Acquisition); or

c. Any other change in Defendants, including, by not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Final Consent Judgment or the FTC Order.

VI. COMPLIANCE

A. Defendants will provide Plaintiff States' designee, with a copy of the verified reports required by Paragraph VII of the FTC Order setting forth in detail, the manner and form in which they intend to comply with the FTC Order at the same time any such report is provided to the Federal Trade Commission.

B. Notice to Plaintiff States designee will be satisfied by service by overnight courier addressed to:

Lizabeth A. Brady
Chief, Multistate Antitrust Enforcement
Office of the Attorney General
State of Florida
Antitrust Section
107 West Gaines Street
Tallahassee, FL 32301

For the purposes of this Final Consent Judgment, the acting Chief, Multistate Antitrust Enforcement, Office of the Attorney General, State of Florida is the Plaintiff States' designee.

C. In the event a Plaintiff State seeks to determine or secure compliance with this Final Consent Judgment, subject to any legally recognized privilege and upon written request by the Plaintiff State and upon five (5) days' notice to Defendants, Defendants shall allow the Plaintiff State the same access to its facilities, assets, and materials and employees as set forth in

Paragraph VIII of the FTC Order. Defendants shall further permit representatives of the Plaintiff States to accompany any representative of the Federal Trade Commission in any inspection or interview allowed under Paragraph IX of the FTC Order as it may relate to a Plaintiff State or to the terms of this Final Consent Judgment, subject to the confidentiality standards contained in the limited waivers of confidentiality entered between Defendants and each of the Plaintiff States.

VII. ENFORCEMENT

If one or more of the Plaintiff States believes that this Final Consent Judgment has been violated, they may apply to the Court for an order of contempt. Before doing so, such Plaintiff State or States shall give Defendants notice of its belief that the Final Consent Judgment has been breached and a reasonable opportunity for the Defendants to cure any alleged violation or violations. If the Court finds that Defendants have breached this Final Consent Judgment, the Court may order any remedy appropriate to cure Defendant's breach including specific performance or other equitable relief, the award of damages, other compensation and penalties and reasonable costs and attorneys' fees.

VIII. FEES AND COSTS

Within 10 days of entry of this Final Consent Judgment, Defendants shall pay to Plaintiff States their reasonable costs and attorneys' fees incurred in connection with this in the aggregate amount of $865,181.00. Such payment shall reimburse the costs and fees of the Offices of Attorneys General of Plaintiff States. These funds shall be used for continued public protection and antitrust enforcement and/or for any purposes permitted by state law at the sole discretion of the Plaintiff States' Attorney Generals or otherwise permitted by state law. Plaintiff States hereby designate the Florida Attorney General's Office as the party to receive the payment of

fees and costs covered by this section, and to redistribute these funds to the other Plaintiff States.

IX. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any party to this Final Consent Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Consent Judgment, to modify any of its provisions, to ensure and enforce compliance, and to punish violations of its provisions.

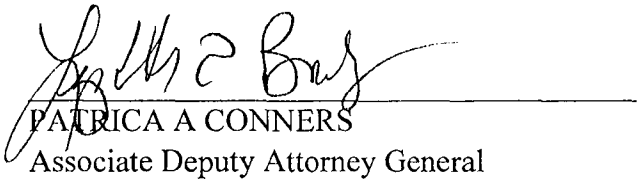
X. EXPIRATION OF CONSENT JUDGMENT

Except as specially provided for in this Final Consent Judgment, unless this Court grants an extension, this Final Consent Judgment shall expire five (5) years from the date of its entry.

IT IS SO ORDERED, this _____ day of _____, 201__.

_____
JUDGE PRESIDING

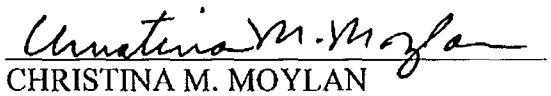
STATE OF FLORIDA
PAMELA JO BONDI
ATTORNEY GENERAL



PATRICA A CONNERS
Associate Deputy Attorney General
LIZABETH A. BRADY
Chief of Multistate Antitrust Enforcement
Office of the Attorney General of Florida
The Capitol, PL-O1
Tallahassee, FL 32399-1050
(850) 414-3851
Liz.Brady@myfloridalegal.com

ATTORNEYS FOR THE STATE OF FLORIDA

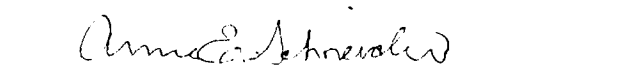
STATE OF MAINE
JANET T. MILLS
Attorney General of Maine



CHRISTINA M. MOYLAN
Assistant Attorney General
Office of Maine Attorney General
Consumer Protection Division
6 State House Station
Augusta, ME 04333-0006
207/626-8800
christina.moylan@maine.gov

ATTORNEYS FOR THE STATE OF MAINE

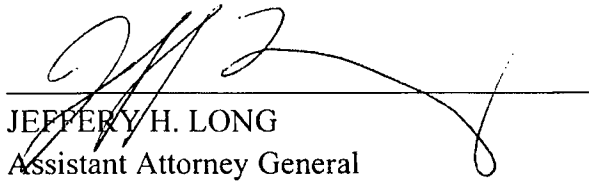
STATE OF MISSOURI
CHRIS KOSTER
ATTORNEY GENERAL



ANNE SCHNEIDER
Assistant Attorney General/Antitrust Counsel
Office of the Attorney General
PO Box 899
Jefferson City, MO 65102
(573) 751-7445
Anne.Schneider@ago.mo.gov

ATTORNEYS FOR THE STATE OF MISSOURI

STATE OF ALABAMA
LUTHER STRANGE
State of Alabama Attorney General



JEFFERY H. LONG
Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL
501 Washington Avenue
Montgomery, AL 36130
(334) 353-9171
(334) 242-7391 (fax)
jlong@ago.state.al.us

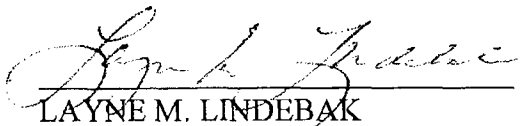
ATTORNEYS FOR THE STATE OF ALABAMA

STATE OF INDIANA
GREGORY F. ZOELLER
ATTORNEY GENERAL

Richard M. Bramer
Deputy Attorney General
Director, Consumer Protection Division
302 West Washington Street, 5th Floor
Indianapolis, Indiana 46204
317-232-1008
Richard.Bramer@atg.in.gov

ATTORNEYS FOR THE STATE OF INDIANA

STATE OF IOWA
THOMAS J. MILLER
Attorney General of Iowa



LAYNE M. LINDEBAK
Assistant Attorney General
Special Litigation Division
Hoover Office Building-Second Floor
1305 East Walnut Street
Des Moines, IA 50319
Tel: (515) 281-7054
Fax: (515) 281-4902

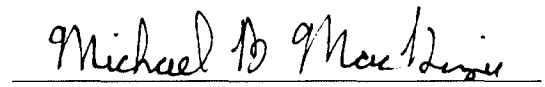
ATTORNEYS FOR THE STATE OF IOWA

STATE OF MARYLAND
BRIAN E, FROSH
ATTORNEY GENERAL

ELLEN S. COOPER
Chief, Antitrust Division
JOHN R. TENNIS
Deputy Chief, Antitrust Division
200 St. Paul Place, 19th Floor
Baltimore, MD 21202-2021
(410) 576-6470
jtennis@oag.state.md.us

ATTORNEYS FOR THE STATE OF MARYLAND

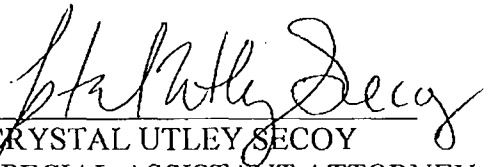
COMMONWEALTH OF MASSACHUSETTS
MAURA HEALEY
ATTORNEY GENERAL



MICHAEL B. MACKENZIE
Assistant Attorney General
WILLIAM T. MATLACK
Chief, Antitrust Division
Office of the Attorney General of Massachusetts
One Ashburton Place, 18th Floor
Boston, MA 02108
617-963-2369
Michael.mackenzie@state.ma.us

ATTORNEYS FOR THE COMMONWEALTH OF MASSACHUSETTS.

STATE OF MISSISSIPPI
JIM HOOD
ATTORNEY GENERAL



CRYSTAL UTLEY SECOY
SPECIAL ASSISTANT ATTORNEY GENERAL
MSBN 102132
Consumer Protection Division
Mississippi Attorney General's Office
Post Office Box 22947
Jackson, Mississippi 39225
Telephone: (601) 359-4213
Fax: (601) 359-4231
cutle@ago.state.ms.us

ATTORNEYS FOR THE STATE OF MISSISSIPPI

STATE OF NEBRASKA
DOUGLAS J. PETERSON
ATTORNEY GENERAL

Collin Kessner
Assistant Attorney General
Office of the Nebraska Attorney General
2115 State Capitol
Lincoln, NE 68509
Telephone: (402) 471-2683
Fax: (402) 471-4725
collin.kessner@nebraska.gov

ATTORNEYS FOR THE STATE OF NEBRASKA

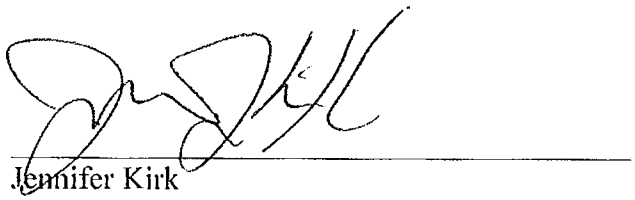
STATE OF OKLAHOMA
E. SCOTT PRUITT
ATTORNEY GENERAL

Rachel A. Irwin, oba #31598
Assistant Attorney General
Public Protection Unit
Office of the Oklahoma Attorney General
393 N.E. 21st Street
Oklahoma City, OK 73105
Telephone: (405) 521-1015
Fax: (405) 522-0085

ATTORNEYS FOR THE STATE OF OKLAHOMA

COMMONWEALTH OF PENNSYLVANIA
KATHLEEN KANE
ATTORNEY GENERAL

Tracy Wertz
Chief Deputy Attorney General



Jennifer Kirk
Deputy Attorney General
Antitrust Section
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530

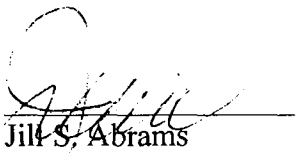
ATTORNEYS FOR THE COMMONWEALTH OF PENNSYLVANIA

STATE OF TENNESSEE
HERBERT H. SLATERY III
Attorney General & Reporter of Tennessee

VICTOR J. DOMEN, JR.
Senior Counsel
Office of the Tennessee Attorney General
500 Charlotte Avenue
Nashville, TN 37202
(615) 253-3327
Vic.Domen@ag.tn.gov

ATTORNEYS FOR THE STATE OF TENNESSEE

STATE OF VERMONT
WILLIAM H. SORRELL
Vermont Attorney General



Jill S. Abrams
Assistant Attorney General
109 State Street
Montpelier, VT 05609
802-828-1106
Jill.Abrams@state.vt.us

ATTORNEYS FOR THE STATE OF VERMONT

FOR PLAINTIFF COMMONWEALTH OF VIRGINIA:

MARK R. HERRING
Attorney General of Virginia

CYNTHIA E. HUDSON
Chief Deputy Attorney General

JEFFREY M. BOURNE
Deputy Attorney General
Transportation, Real Estate, & Construction Division

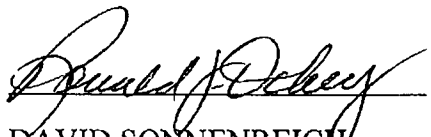
DAVID B. IRVIN
Senior Assistant Attorney General and Chief
Consumer Protection Section

By: Sarah Oxenham Allen
SARAH OXENHAM ALLEN
Assistant Attorney General
Consumer Protection Section
Office of the Attorney General
900 East Main Street
Richmond, VA 23219
Tel: (804) 786-6557
Fax: (804) 786-0122
SOAllen@oag.state.va.us

TYLER T. HENRY
Fellow
Consumer Protection Section
Office of the Attorney General
900 East Main Street
Richmond, VA 23219
Tel: (804) 692-0485
THenry@oag.state.va.us

ATTORNEYS FOR THE COMMONWEALTH OF VIRGINIA

STATE OF UTAH
SEAN D. REYES
Attorney General of Utah



DAVID SONNENREICH
Assistant Attorney General
RONALD J. OCKEY
Assistant Attorney General
Office of the Attorney General of Utah
Markets and Financial Frauds Division
160 East 300 South, Fifth Floor
P.O. Box 140872
Salt Lake City, UT 84114-0872
Phone: 801-366-0310
FAX: 801-366-0315
dsonnenreich@utah.gov
rockey@utah.gov

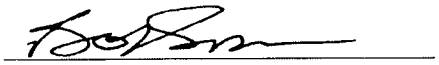
ATTORNEYS FOR THE STATE OF UTAH

STATE OF WEST VIRGINIA
PATRICK MORRISEY
ATTORNEY GENERAL

DOUGLAS L. DAVIS
Assistant Attorney General
Office of the Attorney General of West Virginia
812 Quarrier St.
P. O. Box 1789
Charleston, WV 25326
(304) 558-8986
Douglas.L.Davis@wvago.gov

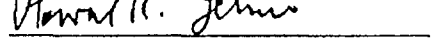
ATTORNEYS FOR THE STATE OF WEST VIRGINIA

FOR DOLLAR TREE, INC.



Bob Sasser, Chief Executive Officer
Dollar Tree, Inc.

FOR FAMILY DOLLAR STORES, INC.



Howard R. Levine, Chairman and CEO
Family Dollar Stores, Inc.

EXHIBIT 1

FTC Order

1410207

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Edith Ramirez, Chairwoman**
Julie Brill
Maureen K. Ohlhausen
Joshua D. Wright
Terrell McSweeny

In the Matter of **Dollar Tree, Inc.,** a corporation; **and** **Family Dollar Stores, Inc.,** a corporation.	**Docket No. C-**

DECISION AND ORDER

The Federal Trade Commission ("Commission") having initiated an investigation of the proposed acquisition by Respondent Dollar Tree, Inc. ("Dollar Tree") of Respondent Family Dollar Stores, Inc. ("Family Dollar"), collectively "Respondents," and Respondents and Sycamore Partners II, L.P. ("Sycamore"), having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, Sycamore, and their respective attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it has reason to believe that Respondents have violated the said Acts, and that a Complaint should

issue stating its charges in that respect, and having thereupon issued its Complaint and Order to Maintain Assets, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order ("Order"):

1. Respondent Dollar Tree is a corporation organized, existing, and doing business under and by virtue of the laws of the Commonwealth of Virginia, with its headquarters and principal place of business located at 500 Volvo Parkway, Chesapeake, Virginia 23320.

2. Respondent Family Dollar is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its headquarters and principal place of business located at 10401 Monroe Road, Matthews, North Carolina 28105.

3. Sycamore is a limited partnership and is organized, existing, and doing business under and by virtue of the laws of the Cayman Islands, with its office and principal place of business located at 9 West 57th Street, 31st Floor, New York, New York, 10019.

4. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondents and of Sycamore, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

A. "Dollar Tree" means Dollar Tree, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Dollar Tree, Inc. (including Dime Merger Sub, Inc.), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "Family Dollar" means Family Dollar Stores, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Family Dollar Stores, Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "Respondents" means Dollar Tree and Family Dollar, individually and collectively.

D. "Acquirer" means Sycamore or any entity approved by the Commission to acquire the Assets To Be Divested pursuant to this Order.

E. "Acquisition" means Dollar Tree's proposed acquisition of Family Dollar pursuant to the Acquisition Agreement.

F. "Acquisition Agreement" means the Agreement and Plan of Merger by and among Family Dollar, Dollar Tree, and Dime Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Dollar Tree, dated as of July 27, 2014, as amended on September 4, 2014.

G. "Assets To Be Divested" means the Dollar Stores identified on Schedule A of this Order, and all rights, title, and interest in and to all assets, tangible and intangible, relating to, used in, and/or reserved for use in, the operation of the Dollar Store at each of those locations, including but not limited to all properties, leases, leasehold interests, equipment and fixtures, inventory as of the Divestiture Date, books and records, government approvals and permits (to the extent transferable), and telephone and fax numbers;

Provided, however, that the Assets To Be Divested shall not include (1) those assets consisting of or pertaining to any of the Respondents' trademarks, trade dress, service marks, or trade names, except with respect to any purchased inventory (including private label inventory) or as may be allowed pursuant to any Remedial Agreement(s), and (2) assets used in the distribution of inventory that are not located at the Dollar Stores identified on Schedule A;

Provided, further, that in cases in which books or records included in the Assets To Be Divested contain information (a) that relates both to the Assets To Be Divested and to other retained businesses of Respondents or (b) that Respondents have a legal obligation to retain the original copies, then Respondents shall be required to provide only copies of the materials containing such information. In instances where such copies are provided to an Acquirer, the Respondents shall provide to such Acquirer access to original materials under circumstances where copies of materials are insufficient for regulatory or evidentiary purposes.

H. "Direct Costs" means costs not to exceed the actual cost of labor, goods and material, travel, third party vendors, and other expenditures that are directly incurred to provide and fulfill the Transition Services provided pursuant to the Transition Services Agreement.

I. "Divestiture Agreement" means any agreement between Respondents and an Acquirer (or between a Divestiture Trustee appointed pursuant to Paragraph IV. of this Order and an Acquirer) and all amendments, exhibits, attachments, agreements, and schedules thereto, related to any of the Assets To Be Divested that have been approved by the Commission to accomplish the requirements of this Order.

J. "Divestiture Date" means the closing date of the divestitures required by this Order.

K. "Divestiture Trustee" means any person or entity appointed by the Commission pursuant to Paragraph IV. of this Order to act as a trustee in this matter.

L. "Dollar Store" means a small-format, deep-discount retailer that sells an assortment of consumables and non-consumables, including food, home products, apparel and accessories, and seasonal items, at prices typically under $10.

M. "Dollar Tree Dollar Store" means a Dollar Store that was owned or operated by Dollar Tree at the time the Consent Agreement was signed by Respondents.

N. "Family Dollar Dollar Store" means a Dollar Store that was owned or operated by Family Dollar at the time the Consent Agreement was signed by Respondents.

O. "Monitor" means the person appointed as monitor pursuant to Paragraph IV. of the Order to Maintain Assets.

P. "Person" means any individual, partnership, firm, corporation, association, trust, unincorporated organization, or other business entity.

Q. "Proposed Acquirer" means any proposed acquirer of the Assets To Be Divested that Respondents or the Divestiture Trustee intend to submit or have submitted to the Commission for its approval under this Order; "Proposed Acquirer" includes Sycamore.

R. "Remedial Agreement" means the Sycamore Divestiture Agreement if approved by the Commission, or

1. Any other Divestiture Agreement; and

2. Any other agreement between Respondents and an Acquirer (or between a Divestiture Trustee and an Acquirer), including any Transition Services Agreement, and all amendments, exhibits, attachments, agreements, and schedules thereto, related to the Assets To Be Divested, that have been approved by the Commission to accomplish the requirements of this Order.

S. "Sycamore" means Sycamore Partners II, L.P., a limited partnership organized, existing, and doing business under and by virtue of the laws of the Cayman Islands, with its offices and principal place of business located at 9 West 57th Street, 31st Floor, New York, NY 10019; its directors, officers, partners, employees, agents, representatives, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Sycamore, including Dollar Express LLC, a limited liability company organized and doing business under and by virtue of the laws of Delaware, with its offices and principal place of business located at 1209 Orange Street, Wilmington, Delaware 19801, and the respective directors, officers, partners, employees, agents, representatives, successors, and assigns of each.

T. "Sycamore Divestiture Agreement" means the Asset Purchase Agreement dated as of May 28, 2015, by and between Respondents and Sycamore, attached as non-public Appendix I, for the divestiture of the Assets To Be Divested.

U. "Third Party Consents" means all consents from any Person other than the Respondents, including all landlords, that are necessary to effect the complete transfer to the Acquirer(s) of the Assets To Be Divested.

V. "Transition Services" means services related to payroll, employee benefits, accounting, information technology systems, distribution, warehousing, use of trademarks or trade names for transitional purposes, and other logistical and administrative support, as required by the Acquirer and approved by the Commission.

W. "Transition Services Agreement" means an agreement that receives the prior approval of the Commission between one or more Respondents and the Acquirer to provide, at the option of the Acquirer, Transition Services (or training for an Acquirer to provide services for itself) necessary to transfer the Assets To Be Divested to the Acquirer in a manner consistent with the purposes of this Order.

II.

IT IS FURTHER ORDERED that:

A. No later than one hundred and fifty (150) days after the date on which the Acquisition is consummated, Respondents shall divest the Assets To Be Divested, absolutely and in good faith, as ongoing Dollar Store businesses, to Sycamore pursuant to and in accordance with the Sycamore Divestiture Agreement.

B. *Provided, however,* that if, prior to the date this Order becomes final, Respondents have divested the Assets To Be Divested to Sycamore pursuant to Paragraph II.A. of this Order and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that:

1. Sycamore is not an acceptable Acquirer, then Respondents shall, within five (5) days of notification by the Commission, rescind such transaction with Sycamore and shall divest the Assets To Be Divested as ongoing Dollar Store businesses, absolutely and in good faith, at no minimum price, to an Acquirer and in a manner that receives the prior approval of the Commission, within ninety (90) days of the date the Commission notifies Respondents that Sycamore is not an acceptable Acquirer; or

2. The manner in which the divestiture identified in Paragraph II.A. was accomplished is not acceptable, the Commission may direct the Respondents, or appoint a Divestiture Trustee pursuant to Paragraph IV. of this Order, to effect such modifications to the manner of divesting the Assets To Be Divested to Sycamore (including, but not limited to, entering into additional agreements or arrangements, or modifying the relevant Remedial Agreements) as may be necessary to satisfy the requirements of this Order.

C. Respondents shall obtain at their sole expense all required Third Party Consents relating to the divestiture of all Assets To Be Divested prior to the Divestiture Date; *provided, however*, that for each of the Dollar Stores identified in Schedule A, Part III, that require landlord consent in order to effectuate the required divestiture, for each Dollar Store for which Respondents are unable to obtain the necessary landlord consent, Respondents may, in consultation with the Monitor and Commission staff, substitute the corresponding Dollar Tree Dollar Store that is identified in Schedule A, Part III, in a manner specified by the Acquirer, but exclusive of the "Dollar Tree" name and any variation thereof, including similar trade names, symbols, trademarks, service marks, and logos.

D. At the option of the Acquirer, and subject to the prior approval of the Commission, Respondents shall provide Transition Services to the Acquirer pursuant to a Transition Services Agreement for up to eighteen (18) months following the Divestiture Date, with an opportunity to extend for up to an additional six (6) months at the option of the Acquirer. The Transition Services provided pursuant to the Transition Services Agreement shall be provided at no more than Respondents' Direct Costs and shall enable the Acquirer to operate Dollar Stores at least at the same level of quality and service as they were operated prior to the divestiture.

E. The purpose of the divestiture is to ensure the continuation of the Assets To Be Divested as ongoing, viable enterprises engaged in the Dollar Store business and to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that Respondents shall:

A. No later than ten (10) days after a request from the Proposed Acquirer, provide the Proposed Acquirer with the following information for each employee of the Assets To Be Divested, as requested by the Proposed Acquirer, and to the extent permitted by law:

1. Name, job title or position, date of hire, and effective service date;
2. Specific description of the employee's responsibilities;
3. The base salary or current wages;
4. Most recent bonus paid, aggregate annual compensation for Respondents' last fiscal year, and current target or guaranteed bonus, if any;
5. Employment status (*i.e.*, active or on leave or disability; full-time or part-time);
6. Any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and
7. At the Proposed Acquirer's option, copies of all employee benefit plans and summary plan descriptions (if any) applicable to the employee.

B. Within a reasonable time after a request from a Proposed Acquirer, provide to the Proposed Acquirer an opportunity to meet personally and outside the presence or hearing of any employee or agent of any Respondent, with any one, or all, of the employees of the Assets To

Be Divested, and to make offers of employment to any one, or more, of the employees of the Assets To Be Divested.

C. Not interfere, directly or indirectly, with the hiring or employing by the Proposed Acquirer of any employee of the Assets To Be Divested, not offer any incentive to such employees to decline employment with the Proposed Acquirer, and not otherwise interfere with the recruitment or employment of any employee by the Proposed Acquirer.

D. Remove any impediments within the control of Respondents that may deter employees of the Assets To Be Divested from accepting employment with the Proposed Acquirer, including, but not limited to, removal of any non-compete or confidentiality provisions of employment, or other contracts with Respondents that may affect the ability or incentive of those individuals to be employed by the Proposed Acquirer, and shall not make any counteroffer to an employee who has an outstanding offer of employment from the Proposed Acquirer or has accepted an offer of employment from the Proposed Acquirer.

E. Provide all employees with reasonable financial incentives to continue in their positions until the Divestiture Date. Such incentives shall include, but are not limited to, a continuation, until the Divestiture Date, of all employee benefits, including the funding of regularly scheduled raises and bonuses, and the vesting as of the Divestiture Date of any unvested qualified 401(k) plan account balances (to the extent permitted by law, and for those employees covered by a 401(k) plan), offered by Respondents.

F. Not, for a period of one (1) year following the Divestiture Date, directly or indirectly, solicit, or otherwise attempt to induce any of the employees who have accepted offers of employment with the Acquirer to terminate his or her employment with the Acquirer; *provided, however*, that Respondents may:

1. Advertise for employees in newspapers, trade publications, or other media, or engage recruiters to conduct general employee search activities, in either case not targeted specifically at employees of the Assets To Be Divested; or

2. Hire employees of the Assets To Be Divested who apply for employment with Respondents, as long as such employees were not solicited by Respondents in violation of this Paragraph; *provided further, however*, that this Paragraph shall not prohibit Respondents from making offers of employment to, or employing, any such employees if the Acquirer has notified Respondents in writing that the Acquirer does not intend to make an offer of employment to that employee, or where such an offer has been made and the employee has declined the offer, or where the employee's employment has been terminated by the Acquirer.

IV.

IT IS FURTHER ORDERED that:

A. If Respondents have not divested the Assets To Be Divested in the time and manner required by Paragraph II. of this Order, the Commission may appoint a Divestiture Trustee to divest the Assets To Be Divested in a manner that satisfies the requirements of this Order. In the event that the Commission or the Attorney General brings an action pursuant to § 5(*l*) of the Federal Trade Commission Act, 15 U.S.C. § 45(*l*), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph IV. shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(*l*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.

B. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Order, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

1. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondents of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

2. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, contract, deliver, or otherwise convey the relevant assets or rights that are required to be assigned, granted, licensed, divested, transferred, contracted, delivered, or otherwise conveyed by this Order.

3. Within ten (10) days after appointment of the Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the relevant divestitures or transfers required by the Order.

4. The Divestiture Trustee shall have twelve (12) months from the date the Commission approves the trust agreement described in Paragraph IV.B.3. to accomplish the divestiture(s), which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve-month period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture(s) can be achieved within a reasonable

time, the divestiture period may be extended by the Commission; *provided, however*, the Commission may extend the divestiture period only two (2) times.

5. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities relating to the assets that are required to be assigned, granted, licensed, divested, transferred, contracted, delivered, or otherwise conveyed by this Order or to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture(s). Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph IV. in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.

6. The Divestiture Trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously at no minimum price. The divestiture(s) shall be made in the manner and to an Acquirer as required by this Order; *provided, however*, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity for any of the relevant Assets To Be Divested, and if the Commission determines to approve more than one such acquiring entity for such assets, the Divestiture Trustee shall divest such assets to the acquiring entity selected by Respondents from among those approved by the Commission; *provided further, however*, that Respondents shall select such entity within five (5) days of receiving notification of the Commission's approval.

7. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture(s) and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for his or her services, all remaining monies shall be paid at the direction of Respondents, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets required to be divested by this Order.

8. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation

for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee.

9. If the Commission determines that the Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph IV.

10. The Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture(s) required by this Order.

11. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order.

12. The Divestiture Trustee shall report in writing to the Commission and Respondents every thirty (30) days concerning the Divestiture Trustee's efforts to accomplish the divestiture(s).

13. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *provided, however*, such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

14. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, representatives, and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties and responsibilities.

V.

IT IS FURTHER ORDERED that:

A. No Remedial Agreement shall limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that nothing in this Order shall be construed to reduce any rights or benefits of any Acquirer or to reduce any obligations of Respondents under such agreements.

B. Each Remedial Agreement shall be incorporated by reference into this Order and made a part hereof.

C. Respondents shall comply with all terms of each Remedial Agreement, and any failure by Respondents to comply with the terms of any Remedial Agreement shall constitute a violation of this Order. If any term of any Divestiture Agreement varies from the terms of

this Order ("Order Term"), then to the extent that Respondents cannot fully comply with both terms, the Order Term shall determine Respondents' obligations under this Order.

VI.

IT IS FURTHER ORDERED that the Acquirer:

A. Shall not, for a period of three (3) years from the Divestiture Date, sell, or otherwise convey, directly or indirectly, without the prior approval of the Commission:

1. Any of the Assets To Be Divested to Dollar Tree; or

2. All or substantially all of the Assets To Be Divested to any Person; and

B. Shall, within sixty (60) days after the Divestiture Date, and every sixty (60) days thereafter, for a period of two (2) years from the Divestiture Date, submit to the Commission verified written reports identifying any Dollar Stores included in the Assets To Be Divested that have been, or will be, sold or closed, setting forth in detail the reasons why the Dollar Stores have been, or will be, sold or closed.

VII.

IT IS FURTHER ORDERED that:

A. Within thirty (30) days after the date this Order is issued and every thirty (30) days thereafter until Respondents have fully complied with the provisions of Paragraphs II., III., and IV. of this Order, Respondents shall submit to the Commission and the Monitor verified written reports setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Order. Respondents shall include in their reports, among other things that are required from time to time, a full description of the efforts being made to comply with this Order; and

B. One (1) year from the date this Order is issued, annually for the next nine (9) years on the anniversary of the date this Order is issued, and at other times as the Commission may require. Respondents shall file verified written reports with the Commission setting forth in detail the manner and form in which they have complied and are complying with this Order.

VIII.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to:

A. Any proposed dissolution of Respondents;

B. Any proposed acquisition, merger, or consolidation of Respondents; or

C. Any other change in the Respondents, including but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

IX.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and upon five (5) days' notice to Respondents made to their principal United States office, Respondents shall permit any duly authorized representative of the Commission:

A. Access, during office hours of Respondents and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondents relating to compliance with this Order, for which copying services shall be provided by such Respondents at the request of the authorized representative(s) of the Commission and at the expense of Respondents; and

B. To interview officers, directors, or employees of Respondents, who may have counsel present, regarding any such matters.

X.

IT IS FURTHER ORDERED that this Order shall terminate ten (10) years from the date the Order is issued.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED:

EXHIBIT 2

Markets within Plaintiff States Subject to Future Notification Requirements for Acquisitions or Closures; Individual Stores Subject to Divestiture

Part I

Store No	Address 1	Address 2	City	State	Zip
2031	4850 Mobile Hwy		Montgomery	AL	36108
980	7625 Causeway Blvd	Countryside Plaza	Tampa	FL	33619-5932
2266	9001 N Florida Ave	Northgate Plaza	Tampa	FL	33604
2403	2712 Nw 79th St	Northside Market Place	Miami	FL	33147-5437
2479	120 S Federal Hwy	Dania Shopping Center	Dania	FL	33004-3623
4997	401 Ne 125th St		Miami	FL	33161
5790	8625 Old Kings Rd S		Jacksonville	FL	32217-4825
6001	15 N. Sr 7 Unit 27		Plantation	FL	33317
6773	4978 E Busch Blvd, Ste A	Busch Plaza Shopping Center	Tampa	FL	33617-6024
7718	1801 N Federal Hwy	Harding Plaza	Hollywood	FL	33020-2829
8057	3801 University Blvd. W		Jacksonville	FL	32217-2201
8211	951 Doyle Rd		Deltona	FL	32725-8298
8246	2810 Elkham Blvd		Deltona	FL	32725
8667	19922 Nw 2nd Ave.		Miami Gardens	FL	33169
8710	4549 Pleasant Hill Rd #300		Kissimmee	FL	34759
8822	3195 S John Young Parkway #300		Kissimmee	FL	34746
8983	624 E Osceola Parkway		Kissimmee	FL	34744-1603
10960	16403 Sw 312th St		Homestead	FL	33033
11337	3105 Nw 62nd Street		Miami	FL	33147-7635
6682	4157 Cleveland St	Diplomat Plaza	Gary	IN	46408-2427
6792	2535 Garfield St	County Market Place	Gary	IN	46404
6915	5307 Decatur Rd		Ft Wayne	IN	46806-3014
7828	715 East 38th Street		Indianapolis	IN	46205-2748
10359	9950 Pendleton Pike		Indianapolis	IN	46236
891	130 West St		Ware	MA	01082-1448
2027	1049 Main St		Worcester	MA	01603-2421

2122	786 Boston Rd	Boston Commons	Springfield	MA	01119-1350
2335	125 Church St	Central Plaza	Lowell	MA	01852-2623
2451	1000 Kings Hwy	Kings Highway Plaza	New Bedford	MA	02745-4949
2501	1070 Saint James Ave	Big Y Plaza	Springfield	MA	01104-1311
2664	31 Long Pond		South Yarmouth	MA	02664
3233	1248 River St		Boston	MA	02136-2833
3417	21 Torry St	Points West Shopping Ctr	Brockton	MA	02301-4849
3492	2261 Northampton St	Holyoke Plaza	Holyoke	MA	01040-3447
3534	10 Colrain Rd	Staples/Foodmart Plz	Greenfield	MA	01301-9623
3807	340 N Main St	Sudbury Farms Shp Ctr	Randolph	MA	02368-4173
4451	69 Veterans Memorial Dr	Big Y Shp Ctr	N Adams	MA	01247-2359
5230	339 Squire Rd		Revere	MA	02151-4309
5811	208 Waverly St	Waverly Square Shopping Center	Framingham	MA	01702-7133
6866	143 Washington St	Myrtle Sq. Shp Ctr	Gloucester	MA	01930
6893	469 Salem St Ste 71	Foodmaster Plaza	Medford	MA	02155-3336
7284	1030 Cambridge St		Cambridge	MA	02141-1018
7802	500 Geneva Ave	Fields Corner Shopping Center	Dorchester	MA	02122-1231
8629	1150 Union St.		West Springfield	MA	01089-4023
9206	121 Webster Ave.		Chelsea	MA	02150
1817	5110 Indian Head Hwy		Oxon Hill	MD	20745-2013
1829	5900 Reistertown Rd		Baltimore	MD	21215-3401
2759	3265 Brinkley Rd	Rosecroft Shopping Center	Temple Hills	MD	20748-5301
4341	3824 Eastern Ave		Baltimore	MD	21224-4232
5144	234 Tilghman Rd		Salisbury	MD	21804-1921
6119	13817 Outlet Dr	Briggs Chaney Plaza	Silver Spring	MD	20904-4971
6459	9115 Central Ave	Hampton Mall	Capitol Heights	MD	20743-3806
6859	2201 Varnum St	Kaywood Shp Ctr	Mt Rainier	MD	20712-1457
6987	4206 Frankford Ave	Gardenville Shp Ctr	Baltimore	MD	21206-5131

8001	2429 Frederick Ave.		Baltimore	MD	21223-2856
2944	180 Waterman Dr	Shaw'S Millcreek Plaza	South Portland	ME	04106-3633
3284	855 Lisbon St	The Promenade	Lewiston	ME	04240-6123
3667	Po Box 90		Gray	ME	04039
4309	14 W Concourse	Concourse Plaza	Waterville	ME	04901-6007
4429	82 Main St	Central Plaza Shp Ctr	Livermore Fls	ME	04254-1529
4544	494 Stillwater Ave	Old Town Plaza	Old Town	ME	04468-2190
5837	88 Sweden St		Caribou	ME	04736-2154
1562	4949 Martin Luther King Dr		St Louis	MO	63113-1911
1655	6730 Natural Bridge Rd	Beverly Hills Shopping Center	St Louis	MO	63121-5354
1793	3636 S Grand Blvd		St Louis	MO	63118-3404
6446	4930 Christy Blvd	King'S Highway Shopping Center	St Louis	MO	63116-1218
8926	9448 Lewis And Clark Blvd		Jennings	MO	63136
9315	2500 S. Jefferson Avenue		St. Louis	MO	63104
9382	6155 S Grand Blvd		St Louis	MO	63111
959	1415 Ellis Ave	Miles Center	Jackson	MS	39204-2202
2339	5033 S 24th St		Omaha	NE	68107-2710
2900	4800 Nw 23rd Street		Oklahoma City	OK	73127
4099	1525 Nw 23rd St		Oklahoma City	OK	73106-3614
805	2941 N 7th St	Uptown Shopping Center	Harrisburg	PA	17110-2109
1802	1604 S 4th St		Allentown	PA	18103-4917
1932	8135 C Frankford Ave	Holmesburg Shopping Center	Philadelphia	PA	19136-2420
3267	4313 Walnut St	Olympic Shopping Center	Mckeesport	PA	15132-6115
3447	350 W Main St	Middletown Plaza	Middletown	PA	17057-1220
4300	700 E Warrington Ave		Pittsburgh	PA	15210-1562
4376	274 W Side Mall	Narrows Shp Ctr	Edwardsville	PA	18704-3117
5766	901 Cedar Ave.		Yeadon	PA	19050
5943	123 North Sheridan Ave		East Liberty	PA	15206-3018
6422	6587 Roosevelt Blvd	Roosevelt Plaza	Philadelphia	PA	19149-2918
6427	2495 Aramingo Ave	Port Richmond Shopping Center	Philadelphia	PA	19125-

					3732
6557	9 South 69th St		Upper Darby	PA	19082-2425
7796	63 N. Union Avenue		Lansdowne	PA	19050
8204	2201 Oregon Ave.		Philadelphia	PA	19145-4111
8247	3810 Union Deposit Road		Harrisburg	PA	17109-5919
9127	332 West Trenton Ave., Ste. 11		Morrisville	PA	19067-2054
9194	138 W. Chelten Ave.		Philadelphia	PA	19144-3302
10351	1215 Brighton Road		Pittsburgh	PA	15233-1601
10502	4551 New Falls Road		Levittown	PA	19056-3004
758	1945 S 3rd St	Southgate Plaza	Memphis	TN	38109-7713
942	2252-1 Lamar Ave	Lamar Airways Shopping Center	Memphis	TN	38114-6608
8386	3407 Gallatin Pike		Nashville	TN	37216-2601
9312	6195 Winchester Rd		Memphis	TN	38115
5142	355 S 600 E		Provo	UT	84606-4764
5383	922 N Dixie Downs Dr		St George	UT	84770
5566	857 N Redwood Rd		Salt Lake City	UT	84116-1912
5832	3161 Washington Blvd		Ogden	UT	84401-3946
5871	3646 W 4700 S		West Valley City	UT	84118-3458
8729	74 W 7200 S		Midvale	UT	84047-3747
338	2301 Colley Ave Ste B	Colley Village	Norfolk	VA	23517-1144
355	5236 Brookhill Shp Ctr	Brookhill Azalea Shopping Cent	Richmond	VA	23227-2904
1753	1921 Victory Blvd	Triangle Shopping Center	Portsmouth	VA	23702-3139
1924	187 W Ocean View Ave	Oceanview Shopping Center	Norfolk	VA	23503-1503
4004	8734 Richmond Hwy		Alexandria	VA	22309-4204
6203	2040 Battlefield Blvd	Edmonds Corner Shopping Center	Chesapeake	VA	23320
6592	2591 Tidewater Dr.		Norfolk	VA	23504-2144
9152	22111 Timberlake Rd		Lynchburg	VA	24502
9175	3818 Kecoughtan Rd		Hampton	VA	23669-4402
2964	65 Northgate Plz Ste 13	Northgate Plaza	Morrisville	VT	05661-5900
10137	4503 Us Route 5		Newport	VT	05855-

					9485
691	2725 5th Ave		Huntington	WV	25702-1330

Part II

Store No	Address 1	Address 2	City	State	Zip
One of the following 2 stores:					
8075	9347 Annapolis Road		Lanham	MD	20706-3120
8973	7939 Annapolis Road	Defense Shopping Center	Lanham	MD	20706

Part III

If landlord consent to assignment of the lease of any of the Family Dollar Dollar Stores listed below cannot be obtained, for each and every Family Dollar Dollar Store for which assignment has not been obtained, Respondents shall substitute the corresponding Dollar Tree Dollar Store listed below, in consultation with the Monitor and staff of the Commission.

Family Dollar Store	Address	Address 2	City	State	Zip	Corresponding Dollar Store to be divested	Address
2469	7402 Church Street	Swissvale Shopping Center	Swissvale	PA	15218	Dollar Tree 142	1759 S Braddock Ave Pittsburgh, PA 15218

EXHIBIT 3

Additional Markets within Plaintiff States Subject to Future Notification Requirements for Acquisitions

1. Florida
    a. FD 429, 1503 S Jefferson St, Perry, FL 32348
    b. FD 748, 9620 US Highway 301, Riverview Oaks Shopping Center, Riverview, FL 33569
    c. FD 1106, 888 W Sugarland Hwy, Sugarland Plaza, Clewiston, FL 33440
    d. FD 1610, 1442 Missouri Ave N, Largo, FL 33770
    e. FD 2833, 4857 Golden Gate Pkwy, Naples, FL 34116
    f. FD 3330, 1011 S Dilliard St, Tri-Cities Plaza, Winter Garden, FL 34787
    g. FD 4186, 708 Cheney Hwy, Indian River Shopping Center, Titusville, FL 32780
    h. FD 4368, 2532 W Colonial Dr, Showtime Plaza, Orlando, FL 32804
    i. FD 4584, 1322 E Vine St, Mill Creek Mall, Kissimmee, FL 34744
    j. FD 6179, 2790 US Hwy 92 E, Lakeland, FL 33801
    k. FD 7378, 6351 Wilson Blvd, Jacksonville, FL 32210
    l. FD 7930, 2860 Roosevelt Blvd, Craft Building, Largo, FL 33760
    m. FD 7960, 2901A W Oakland Park Blvd, Oakland Park, FL 33311
    n. FD 8250, 2319 N 60th Ave, Sheridan Shopping Center, Hollywood, FL 33021
    o. FD 8413, 2370 NW 45th Ter, Ocala, FL 34482
    p. FD 8483, 782 S Yonge St, Ormond Beach, FL 32174
    q. FD 8485, 4000 W Vine St, Kissimmee, FL 34741
    r. FD 8725, 2600 Simpson Rd, Kissimmee, FL 34744
    s. FD 9030, 11701 Williams Rd, Tampa, FL 33592
    t. FD 10929, 6501 W 4th Ave, Hialeah, FL 33012
2. Missouri
    a. FD 4517, 2343 S State Route 291, 23rd Street Station, Independence, MO 64057
    b. FD 5712, 3726 Broadway St, Kansas City, MO 64111
    c. FD 6066, 8417 Gravois Rd, Affton, MO 63123
    d. FD 6156 1201 E Meyer Blvd, Kansas City, MO 64131
    e. FD 6399, 9474 Lackland Rd, Overland, MO 63114
    f. FD 6548, 7318 Olive Blvd, Walgreens Shopping Center, St. Louis, MO 63130
    g. FD 7842, 4401 E 50th Terrace, The Shops on Blue Parkway, Kansas City, MO 64130
    h. FD 8651, 8061 Watson Rd, Marlborough, MO 63119
    i. FD 10307, 1326 S. Florissant Rd, St. Louis, MO 63121
3. Nebraska
    a. FD 2311, 6618 N 30th St, Omaha, NE 68112
4. Utah
    a. DT 2604, 326 S 500 West, Bountiful, UT 84010
    b. DT 2608, 783 N Redwood Rd, Salt Lake City, UT 84116
    c. DT 2642, 8083 W 3500 S, Magna, UT 84044
    d. FD 6187, 1638 S 500 W, Woods Cross, UT 84087
    e. FD 6282, 7260 W 3500 S, Magna, UT 84044
    f. FD 8783, 477 N 300 W, Salt Lake City, UT 84103

g. FD 9401, 50 N 900 W, Salt Lake City, UT 84116
h. FD 10211, 2750 S 8400 W, Magna, UT 84044

5. Virginia
    a. FD 600, 720 Church St, Norfolk, VA 23510
    b. FD 1715, 1903 W Main St, Main Street Shopping Center, Richmond, VA 23220
    c. FD 1911, 1012 Fall Brook Bend, Virginia Beach, VA 23455
    d. FD 2196, 4323A Indian River Rd, Indian River Shopping Center, Chesapeake, VA 23325
    e. FD 2628, 5220 W Broad St, Richmond, VA 23230
    f. FD 3721, 10300 Portsmouth Rd, Portsmouth Station, Manassas, VA 20109
    g. FD 5029, 618 E Little Creek Rd, Little Creek Shops, Norfolk, VA 23505
    h. FD 8431, 13792 Smoketown Rd, Woodbridge, VA 22192
    i. FD 9175, 3818 Kecoughtan Rd, Hampton, VA 23669

EXHIBIT 4

Stores within Plaintiff States Subject to Future Notification Requirements for Closures

1. Florida
    a. FD 429, 1503 S Jefferson St, Perry, FL 32348
    b. FD 748, 9620 US Highway 301, Riverview Oaks Shopping Center, Riverview, FL 33569
    c. FD 1106, 888 W Sugarland Hwy, Sugarland Plaza, Clewiston, FL 33440
    d. FD 1610, 1442 Missouri Ave N, Largo, FL 33770
    e. FD 2833, 4857 Golden Gate Pkwy, Naples, FL 34116
    f. FD 3330, 1011 S Dilliard St, Tri-Cities Plaza, Winter Garden, FL 34787
    g. FD 4186, 708 Cheney Hwy, Indian River Shopping Center, Titusville, FL 32780
    h. FD 4368, 2532 W Colonial Dr, Showtime Plaza, Orlando, FL 32804
    i. FD 4584, 1322 E Vine St, Mill Creek Mall, Kissimmee, FL 34744
    j. FD 6179, 2790 US Hwy 92 E, Lakeland, FL 33801
    k. FD 7378, 6351 Wilson Blvd, Jacksonville, FL 32210
    l. FD 7930, 2860 Roosevelt Blvd, Craft Building, Largo, FL 33760
    m. FD 7960, 2901A W Oakland Park Blvd, Oakland Park, FL 33311
    n. FD 8250, 2319 N 60th Ave, Sheridan Shopping Center, Hollywood, FL 33021
    o. FD 8413, 2370 NW 45th Ter, Ocala, FL 34482
    p. FD 8483, 782 S Yonge St, Ormond Beach, FL 32174
    q. FD 8485, 4000 W Vine St, Kissimmee, FL 34741
    r. FD 8725, 2600 Simpson Rd, Kissimmee, FL 34744
    s. FD 9030, 11701 Williams Rd, Tampa, FL 33592
    t. FD 10929, 6501 W 4th Ave, Hialeah, FL 33012
2. Missouri
    a. FD 1301, 8971 Halls Ferry Rd, St. Louis, MO 63147
    b. FD 1562, 4949 Martin Luther King Dr, St. Louis, MO 63113-1911[1]
    c. FD 2029, 1722 Page Ave, St. Louis, MO 63133-1527
    d. FD 2199, 3411 S. Jefferson Ave, St. Louis, MO 63118-3119
    e. FD 2594, 4645 Gravois Ave, St. Louis, MO 63116-2445
    f. FD 3352, 10034 W. Florissant Ave, St. Louis, MO 63136-2102
    g. FD 3598, 4250 S Broadway, St. Louis, MO 63111-1154
    h. FD 4517, 2343 S State Route 291, 23rd Street Station, Independence, MO 64057
    i. FD 4878, 5324 Virginia Ave, St. Louis, MO 63111-1948
    j. FD 5687, 5433 Southwest Ave, St. Louis, MO 63139-1465
    k. FD 5712, 3726 Broadway St, Kansas City, MO 64111
    l. FD 5862, 9882 Halls Ferry Rd, St. Louis, MO 63136-4017
    m. FD 5929, 6215 Wells Ave, St. Louis, MO 63133-2252
    n. FD 6038, 3501 N Kings Hwy Blvd, St. Louis, MO 63115-1639
    o. FD 6066, 8417 Gravois Rd, Affton, MO 63123
    p. FD 6156 1201 E Meyer Blvd, Kansas City, MO 64131

---

[1] If not subject to divestiture, (if PE rejects in lieu of alternative).

q. FD 6399, 9474 Lackland Rd, Overland, MO 63114
r. FD 6548, 7318 Olive Blvd, Walgreens Shopping Center, St. Louis, MO 63130
s. FD 6829, 6000 Natural Bridge Ave, St. Louis, MO 63120-1438
t. FD 6945,6440 W. Florissant Ave, Jennings, MO 63136-3623
u. FD 7091, 4344 Martin Luther King Blvd., St. Louis, MO 63115
v. FD 7842, 4401 E 50th Terrace, Kansas City, MO 64130
w. FD 8220, 9070 W Florissant Rd, St. Louis, MO 63136-1419
x. FD 8651, 8061 Watson Rd, Marlborough, MO 63119
y. FD 8926, 9448 Lewis and Clark Blvd, Jennings, MO 63136
z. FD 8943,7700 S Broadway, St. Louis, MO 63111
aa. FD 9383, 8740 MacKenzie Rd, Affton, MO 63123-3437
bb. FD 10307, 1326 S Florissant Rd, St. Louis, MO 63121
cc. FD 10314, 1549 S Jefferson Ave, St. Louis, MO 63104
dd. FD 10338, 2700 S Grand Blvd, St. Louis, MO 63118
ee. DL 3310, 1 North Oaks Plaza, Northwoods, MO 63121-2936
ff. DL 3331, 7073 Chippewa, Shrewsbury, MO 63119-5672
gg. DL 3356, 3853 Gravois Ave, St. Louis, MO 63116-4657
hh. DL 4852, 1300 Aubert Ave, St. Louis, MO 63113-1901[2]
ii. DT 687, 9032 Overland Plaza, Overland, MO 63114
jj. DT 947, 7575 Olive Blvd, University City, MO 63130
kk. DT 1768, 3637 S Kingshighway Blvd, St. Louis, MO 63109
ll. DT 2243, 16801 E 23rd St, Independence, MO 64055
mm. DT 3972, 7800 Morganford Rd, St Louis, MO 63123
nn. DT 4106, 1014 Westport Rd, Kansas City, MO 64111
oo. DT 4942, 77 N Florissant Rd, St. Louis, MO 63135-2331
pp. DT 5059, 1640 E 63rd St, Kansas City, MO 64110
qq. DT 5123, 2014 S 7th St, St. Louis, MO 63104
rr. DT 5357, 5524 NE Antioch Rd, Kansas City, MO 64119
ss. DT 5451, 8392 Watson Rd, St. Louis, MO 63119

3. Utah

a. DT 2604, 326 S 500 West, Bountiful, UT 84010
b. DT 2608, 783 N Redwood Rd, Salt Lake City, UT 84116
c. DT 2642, 8083 W 3500 S, Magna, UT 84044
d. FD 6187, 1638 S 500 W, Woods Cross, UT 84087
e. FD 6282, 7260 W 3500 S, Magna, UT 84044
f. FD 8783, 477 N 300 W, Salt Lake City, UT 84103
g. FD 9401, 50 N 900 W, Salt Lake City, UT 84116
h. FD 10211, 2750 S 8400 W, Magna, UT 84044

[2] If not subject to an alternative divestiture.

EXHIBIT 5

Stores within Plaintiff States Subject to Future Notification Requirements for Rebranding/Rebannering

1. Florida
    a. DT 242, 5151 Sheridan St, Sheridan Plaza, Hollywood, FL 33021
    b. DT 357, 1551 N Missouri Ave, #124, Largo Shops, Largo, FL 33770
    c. DT 538, 16024 US Hwy 19 N, Tri-City Plaza, Clearwater, FL 33764
    d. DT 893, 3101 W Colonial Dr, Parkwood Plaza, Orlando, FL 32808
    e. DT 1579, 13263 W Colonial Dr, Winter Garden Plaza, Winter Garden, FL 24787
    f. DT 3052, 621 Cheney Hwy, Southway Plaza, Titusville, FL 32780
    g. DT 3555, 4945 Golden Gate Pkwy, Suite 106, Parkway Plaza, Naples, FL 34116
    h. DT 4181, 9812 US Hwy 301 S, River Bay Plaza, Riverview, FL 33578
    i. DT 5076, 9537 E Fowler Ave, University East, Thonotosassa, FL 33592
    j. DT 5091, 4361 Blitchton Rd NW, Ocala, FL34482
    k. DT 5147, 2640 Simpson Rd, Kissimmee, FL 34743
    l. DT 5356, 3301 W Oakland Park Blvd, Lauderdale Lakes, FL 33311
    m. DT 5390, 2650 US Hwy 92 E, #2650, Lakeland, FL 33801
2. Missouri
    a. DT 687, 9032 Overland Plaza, Overland, MO 63114
    b. DT 947, 7575 Olive Blvd, University City, MO 63130
    c. DT 1768, 3637 S Kingshighway Blvd, St. Louis, MO 63109
    d. DT 2243, 16801 E 23rd St, Independence, MO 64055
    e. DT 3972, 7800 Morganford Rd, St Louis, MO 63123
    f. DT 4106, 1014 Westport Rd, Kansas City, MO 64111
    g. DT 4942, 77 N. Florissant Rd., St. Louis, MO 63135-2331
    h. DT 5059, 1640 E 63rd St, Kansas City, MO 64110
    i. DT 5123, 2014 S 7th St, St. Louis, MO 63104
    j. DT 5357, 5524 NE Antioch Rd, Kansas City, MO 64119
    k. DT 5451, 8392 Watson Rd, St. Louis, MO 63119
3. Nebraska
    a. DT 2525, 7402 N 30th St, Omaha, NE 68112
4. Virginia
    a. DT 181, 8315 Sudley Rd, Manassas, VA 20109
    b. DT 377, 7525 Tidewater Dr, Space 51C, Norfolk, VA 23505
    c. DT 510, 4905 West Broad St, Suite 404, Richmond, VA 23230
    d. DT 1016, 3857 Kecoughtan Rd, Hampton, VA 23669
    e. DT 1685, 10776 Sudley Manor Dr, Manassas, VA 20109
    f. DT 3900, 1510 West Broad St, Richmond, VA 23220
    g. DT 4878, 5222 Oaklawn Blvd, Suite B2, Hopewell, VA 23875
    h. DT 5000, 7635 Granby St, Suite B, Norfolk, VA 23505
    i. DT 5281, 315 Cowardin Ave, Richmond, VA 23224
    j. DT 5755, 928 Diamond Springs Rd, Suite 102, Virginia Beach, VA 23455
    k. DT 8426, 4869 Nine Mile Rd, Richmond, VA 23223

EXHIBIT 6

Distribution Centers within Plaintiff States Subject to Future Notification Requirements for Closures

1. Florida
    a. Family Dollar Distribution Center, 3949 Family Dollar Pkwy, Marianna, FL 32448
2. Utah
    a. Family Dollar Distribution Center, 4815 S River Rd, St. George, UT 84790
3. Virginia
    a. Family Dollar Distribution Center, 155 Fairground Rd, Front Royal, VA 22630