

WAL MART STORES INC

FORM 8-K (Current report filing)

Filed 08/30/05 for the Period Ending 08/24/05

Address	702 SOUTHWEST 8TH ST BENTONVILLE, AR 72716
Telephone	5012734000
CIK	0000104169
Symbol	WMT
SIC Code	5331 - Variety Stores
Industry	Retail (Department & Discount)
Sector	Services
Fiscal Year	01/31

WAL MART STORES INC

FORM 8-K (Unscheduled Material Events)

Filed 8/30/2005 For Period Ending 8/24/2005

Address	702 SOUTHWEST 8TH ST BENTONVILLE, Arkansas 72716
Telephone	501-273-4000
CIK	0000104169
Industry	Retail (Department & Discount)
Sector	Services
Fiscal Year	01/31

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SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):
August 24, 2005

Wal-Mart Stores, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction
of Incorporation)

001-06991
(Commission File Number)

71-0415188
(IRS Employer
Identification No.)

702 S.W. 8th Street
Bentonville, Arkansas
(Address of principal executive offices)

72716
(Zip code)

Registrant's telephone number, including area code:
(479) 273-4000

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

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

Item 8.01. Other Events.

Wal-Mart Stores, Inc. (the “Company”) and Lehman Brothers Inc., Credit Suisse First Boston LLC and J.P. Morgan Securities Inc., acting for themselves and as the representatives for the other underwriters named in Schedule I to the Pricing Agreement (as defined below) (the “Underwriters”), have entered into a Pricing Agreement, dated August 24, 2005 (the “Pricing Agreement”), pursuant to which, subject to the satisfaction of the conditions set forth therein, the Company has agreed to sell to the Underwriters, and the Underwriters have agreed to purchase from the Company, \$2,500,000,000 aggregate principal amount of the Company’s 5.25% Notes Due 2035 (the “Notes”). The Pricing Agreement incorporates by reference the terms and conditions of an Underwriting Agreement, dated August 8, 2005 (the “Underwriting Agreement”), by and among the Company and, as to the issuance and sale of the Notes, the Underwriters.

The Company and the Underwriters intend to consummate the sale and purchase of the Notes pursuant to the Pricing Agreement on August 31, 2005. The Notes will be sold to the public at an issue price of 99.580% of the aggregate principal amount of the Notes, which is an aggregate issue price of \$2,489,500,000. The net proceeds to the Company from the sale of the Notes, after the underwriting discount, but before transaction expenses of the sale of the Notes, will be \$2,467,625,000.

The Notes constitute the Company’s newly created series of 5.25% Notes Due 2035 (the “Series”) and are senior, unsecured debt securities of the Company. The Series was created and established, and its terms and conditions were established, by action of the Company and an authorized officer of the Company pursuant to, and in accordance with, the terms of the Indenture, dated as of July 19, 2005 (the “Indenture”), between the Company and J.P. Morgan Trust Company, National Association, as trustee (the “Trustee”). The terms of the Notes are as set forth in the Indenture and in the form of Global Note (referred to below) that will represent the Notes.

The material terms of the Notes are described in (i) the prospectus supplement of the Company dated August 24, 2005, which relates to the offer and sale of the Notes (the “Prospectus Supplement”) and supplements the Company’s prospectus dated July 19, 2005, which prospectus relates to the offer and sale from time to time of up to \$5,000,000,000 of the Company’s debt securities (the “Prospectus”), and (ii) in the Prospectus. The Prospectus Supplement and the Prospectus were filed by the Company with the Securities and Exchange Commission (the “Commission”) on August 26, 2005 pursuant to Rule 424(b)(2) of the Commission promulgated under the U.S. Securities Act of 1933, as amended (the “Securities Act”), in connection with the offer and sale of the Notes.

The Notes will be delivered in book-entry form only and will be represented by five global notes, each of which will be in the original principal amount of \$500,000,000 (collectively, the “Global Notes”). Each of the Global Notes will be payable to CEDE & Co., as the nominee of The Depository Trust Company. The Global Notes will be executed by the Company and authenticated by the Trustee.

Filed as exhibits to this Current Report on Form 8-K are (i) the Pricing Agreement, (ii) the Underwriting Agreement, the provisions of which are incorporated by reference into the Pricing Agreement, (iii) the Series Terms Certificate that relates to the Series, that was executed in accordance with the Indenture and that evidences the establishment of the terms and conditions of the Series in accordance with the Indenture, (iv) the form of the Global Notes and (v) the opinion of Andrews Kurth LLP regarding the legality of the Notes.

The Notes are being offered and sold by the Company pursuant to the Company's Registration Statement on Form S-3 (File No. 333-126512), which relates to the offer and sale on a delayed basis from time to time of \$5,000,000,000 of the Company's debt securities and which was declared effective by the Commission on July 19, 2005 (the "Registration Statement"). This Current Report on Form 8-K is being filed in connection with the offer and sale of the Notes as described herein and to file with the Commission in connection with the Registration Statement the documents and instruments attached hereto as exhibits.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

- 1(a) Pricing Agreement, dated August 24, 2005, by and among the Company and the Underwriters.
- 1(b) Underwriting Agreement, dated August 8, 2005, by and among the Company and, as to the issuance and sale of the Notes, the Underwriters (incorporated by reference to Exhibit 1(b) to Current Report on Form 8-K, filed with the Securities and Exchange Commission on August 15, 2005).
- 4(a) Series Terms Certificate for the 5.25% Notes Due 2035 of Wal-Mart Stores, Inc.
- 4(b) Form of Global Note to represent the 5.25% Notes Due 2035 of Wal-Mart Stores, Inc.
- 5 Legality Opinion of Andrews Kurth LLP.

SIGNATURES

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

Dated: August 30, 2005

WAL-MART STORES, INC.

By: /s/ Joseph J. Fitzsimmons

Name: Joseph J. Fitzsimmons

Title: Senior Vice President of Finance and Treasurer

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
1(a)	Pricing Agreement, dated August 24, 2005, by and among Wal-Mart Stores, Inc., and Lehman Brothers Inc., Credit Suisse First Boston LLC and J.P. Morgan Securities Inc., acting for themselves and as the representatives for the other underwriters named in Schedule I to the Pricing Agreement.
1(b)	Underwriting Agreement, dated August 8, 2005, by and among Wal-Mart Stores, Inc. and, as to the issuance and sale of \$2,500,000,000 of the 5.25% Notes Due 2035 of Wal-Mart Stores, Inc., Lehman Brothers Inc., Credit Suisse First Boston LLC and J.P. Morgan Securities Inc. and the other underwriters named in Schedule I to the Pricing Agreement described above (incorporated by reference to Exhibit 1(b) to Current Report on Form 8-K, filed with the Securities and Exchange Commission on August 15, 2005).
4(a)	Series Terms Certificate for the 5.25% Notes Due 2035 of Wal-Mart Stores, Inc.
4(b)	Form of Global Note to represent the 5.25% Notes Due 2035 of Wal-Mart Stores, Inc.
5	Legality Opinion of Andrews Kurth LLP.

Exhibit 1(a)

PRICING AGREEMENT

August 24, 2005

Lehman Brothers Inc.
745 Seventh Avenue
New York, New York 10019

Credit Suisse First Boston LLC
11 Madison Avenue
New York, New York 10010

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

As Representatives of the several
Underwriters named in Schedule I hereto

c/o Lehman Brothers Inc.
745 Seventh Avenue
New York, New York 10019

Dear Sirs:

WAL-MART STORES, INC., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated August 8, 2005 (the "Underwriting Agreement"), between the Company, on the one hand, and you, as parties which are signatories or deemed to be signatories to the Underwriting Agreement with respect to the issuance and sale of the Designated Securities contemplated hereby, on the other hand, to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") the Securities specified in Schedule II hereto (the "Designated Securities").

Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions were set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty that refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined) and also a

representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities that are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

A supplement to the Prospectus, relating to the Designated Securities, in all material respects in the form heretofore delivered to you, is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us four counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company.

Very truly yours,

WAL-MART STORES, INC.

By: /s/ Stephen R. Zielske

Name: Stephen R. Zielske

Title: Vice President of Finance and
Assistant Treasurer

Accepted as of the date hereof:

LEHMAN BROTHERS INC.

By: /s/ James W. Merli

Name: James W. Merli

Title: Managing Director

CREDIT SUISSE FIRST BOSTON LLC

By: /s/ Joseph D. Fashano

Name: Joseph D. Fashano

Title: Director

J.P. MORGAN SECURITIES INC.

By: /s/ Maria Sramek

Name: Maria Sramek

Title: Vice President

For themselves and as Representatives of the several Underwriters named in Schedule I hereto

SCHEDULE I

<u>Underwriter</u>	<u>Principal Amount of Designated Securities to be Purchased</u>
Lehman Brothers Inc.	\$ 500,000,000
Credit Suisse First Boston LLC	500,000,000
J.P. Morgan Securities Inc.	500,000,000
Goldman, Sachs & Co.	175,000,000
Citigroup Global Markets Inc.	150,000,000
Deutsche Bank Securities Inc.	150,000,000
Banc of America Securities LLC	37,500,000
Barclays Capital Inc.	37,500,000
Daiwa Securities SMBC Europe Limited	37,500,000
Dresdner Kleinwort Wasserstein Securities LLC	37,500,000
Greenwich Capital Markets, Inc.	37,500,000
HSBC Securities (USA) Inc.	37,500,000
Mitsubishi Securities International plc	37,500,000
Mizuho International plc	37,500,000
Morgan Stanley & Co. Incorporated	37,500,000
Santander Investment Securities Inc.	37,500,000
Standard Chartered Bank	37,500,000
TD Securities (USA) LLC	37,500,000
UBS Securities LLC	37,500,000
Wachovia Capital Markets, LLC	37,500,000
TOTAL	\$ 2,500,000,000

TITLE OF DESIGNATED SECURITIES:

5.25% Notes due 2035 (the "Notes").

AGGREGATE PRINCIPAL AMOUNT:

\$2,500,000,000.

PRICE TO PUBLIC:

99.580% of the principal amount of the Notes, plus accrued interest, if any, from August 31, 2005.

PURCHASE PRICE TO UNDERWRITERS:

98.705% of the principal amount of the Notes, plus accrued interest, if any, from August 31, 2005; and the selling concession shall be 0.50% and the reallowance concession shall be 0.25%, in each case of the principal amount of the Notes.

INDENTURE:

Indenture, dated as of July 19, 2005, between the Company and J.P. Morgan Trust Company, National Association, as Trustee.

MATURITY:

September 1, 2035.

INTEREST RATE:

5.25% from and including August 31, 2005.

INTEREST PAYMENT DATES:

March 1 and September 1 of each year, commencing on March 1, 2006.

INTEREST PAYMENT RECORD DATES:

February 15 and August 15 of each year, commencing on February 15, 2006.

REDEMPTION PROVISIONS:

No mandatory redemption provisions.

The Company may, at its option, redeem the Notes in whole, but not in part, as set forth under the caption “Description of the Notes—Redemption upon Tax Event” in the Prospectus Supplement dated August 24, 2005 relating to the Notes.

SINKING FUND PROVISIONS:

None.

OTHER PROVISIONS:

As set forth in the Prospectus Supplement dated August 24, 2005 (the “Prospectus Supplement”) to the Prospectus dated July 19, 2005 (the “Prospectus”).

TIME OF DELIVERY:

9:30 a.m. (New York City time) on August 31, 2005.

CLOSING LOCATION:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017

NAMES AND ADDRESSES OF REPRESENTATIVES:

Lehman Brothers Inc.
745 Seventh Avenue
New York, New York 10019

Credit Suisse First Boston LLC
11 Madison Avenue
New York, New York 10010

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

ADDRESSES FOR NOTICES:

Lehman Brothers Inc.
745 Seventh Avenue
New York, New York 10019
Attention: Debt Capital Markets
Consumer Retail Group
Fax: (212) 902-9020

Credit Suisse First Boston LLC
11 Madison Avenue
New York, New York 10010
Attention: Transaction Advisory Group
Fax: (212) 325-4296

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017
Attention: Debt Syndicate Desk
Fax: (212) 834-6081

OTHER MATTERS:

- (A) Each of the Underwriters hereby represents and agrees that, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”), it has not made and will not make an offer of Notes to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State at any time: (i) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities; (ii) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year, (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or (iii) in any other circumstances which do not require the publication by the

Company of a prospectus pursuant to Article 3 of the Prospectus Directive. For the purposes of the foregoing provision, the term an “offer of Notes to the public” means, in relation to any Notes in any Relevant Member State, the communication in any form and by any means of sufficient information of the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the term “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

- (B) Each of the Underwriters hereby represents and agrees that: (i) (1) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (2) it has not offered or sold and will not offer or sell the Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (“FSMA”) by the Company; (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.
- (C) Each of the Underwriters hereby represents and agrees that it has not offered or sold by means of any document other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32) of Hong Kong, and no advertisement, invitation or document relating to the notes may be issued, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

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- (D) Each of the Underwriters hereby represents and agrees that it has not circulated or distributed and will not circulate or distribute the Prospectus Supplement and the Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, and it has not offered or sold, and will not offer or sell the Notes, and has not made and will not make an invitation for subscription or purchase of the Notes, whether directly or indirectly, to persons in Singapore other than under circumstances in which such offer, sale or invitation does not constitute an offer or sale, or invitation for subscription or purchase, of the Notes to the public in Singapore.
- (E) Each of the Underwriters hereby represents and agrees that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law of Japan and any other applicable laws, regulations and ministerial guidelines of Japan.
- (F) Each of the Underwriters hereby represents and agrees that it has not offered, sold or delivered and will not offer, sell or deliver any of the Notes directly or indirectly or distribute the Prospectus Supplement and the Prospectus or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations thereof and that will not impose any obligations on the Company except as set forth in this Pricing Agreement and the Underwriting Agreement.
- (G) The Underwriters hereby severally confirm, and the Company hereby acknowledges, that the sole information furnished in writing to the Company by, or on behalf of, the Underwriters specifically for inclusion in the Prospectus Supplement is as follows:
- (1) the names of the Underwriters on the front and back cover pages of the Prospectus Supplement;
 - (2) the fourth paragraph of text on page S-2 of the Prospectus Supplement concerning stabilization, over-allotment and related activities by the Underwriters;

- (3) the first sentence of the third paragraph of text under the caption “Underwriting” in the Prospectus Supplement concerning certain terms of the offering by the Underwriters; and
- (4) the fourth paragraph of text under the caption “Underwriting” in the Prospectus Supplement concerning stabilization, over-allotment and related activities by the Underwriters.
- (5) the first, third and fourth sentences of the sixth paragraph on page S-17 concerning Market Axess Inc. and electronic distribution of prospectuses.

Schedule II - Page 6

Exhibit 4(a)

WAL-MART STORES, INC.

Series Terms Certificate
Pursuant to Section 3.01 of the Indenture

Pursuant to Section 3.01 of the Indenture, dated as of July 19, 2005 (the “Indenture”), made between Wal-Mart Stores, Inc., a Delaware corporation (the “Company”), and J.P. Morgan Trust Company, National Association, as Trustee (the “Trustee”), Steven R. Zielske, Vice President of Finance of the Company, hereby certifies as follows, and Anthony D. George, Associate General Counsel, Finance and Assistant Secretary of the Company, attests to the following certification. Any capitalized term used herein shall have the definition ascribed to that term as set forth in the Indenture unless otherwise defined herein.

A. This certificate is a Series Terms Certificate contemplated by Section 3.01 of the Indenture and is being executed to evidence the establishment and approval of the terms and conditions of the Series that was established pursuant to Section 3.01 of the Indenture by means of a Unanimous Written Consent of the Executive Committee of the Board of Directors of the Company, dated August 23, 2005 (the “Original Series Consent”), which Series is designated as the “5.25% Notes Due 2035” (the “2035 Series”), by Steven R. Zielske, Vice President of Finance of the Company, pursuant to the grant of authority under the terms of the Original Series Consent.

B. Each of the undersigned has read the Indenture, including the provisions of Sections 1.02 and 3.01 and the definitions relating thereto, and the resolutions adopted in the Original Series Consent. In the opinion of the undersigned, the undersigned have made such examination or investigation as is necessary to enable the undersigned to express an informed opinion as to whether or not all conditions precedent provided for in the Indenture relating to the execution and delivery by the Trustee of the Indenture, to the creation, establishment and approval of the title, the form and the terms of a Series under the Indenture, and to the authentication and delivery by the Trustee of promissory notes of a Series, have been complied with. In the opinion of the undersigned, (i) all such conditions precedent have been complied with and (ii) there are no Events of Default (as defined in the Indenture), or events which, with the passage of time, would become an Event of Default under the Indenture.

C. Pursuant to the Original Series Consent, the Company is authorized to issue \$2,500,000,000 aggregate principal amount of promissory notes of the 2035 Series (the “Initial Notes”). A copy of the Original Series Consent is attached hereto as Annex A. Any promissory notes that the Company issues that are a part of the 2035 Series (the “Notes”) shall be represented by one or more global securities substantially in the form attached hereto as Annex B (the “Form of Note”).

D. Pursuant to Section 3.01 of the Indenture, the terms and conditions of the 2035 Series and the promissory notes forming a part of the 2035 Series, including the Notes, are established and approved to be the following:

1. Designation :

The Series established by the Original Series Consent is designated as the “5.25% Notes Due 2035.”

2. Aggregate Principal Amount :

The 2035 Series is not limited as to the aggregate principal amount of all the promissory notes of the 2035 Series that the Company may issue. The Company is issuing the Initial Notes, which have an aggregate original principal amount of \$2,500,000,000.

3. Maturity :

Final maturity of the Notes of the 2035 Series will be September 1, 2035.

4. Interest :

a. Rate

The Notes will bear interest at the per annum rate of 5.25%, which interest shall commence accruing from and including August 31, 2005. Additional Amounts (as defined in Section 4(a) of the Form of Note), if any, will also be payable on the Notes.

b. Payment Dates

Interest will be payable on the Notes semi-annually in arrears on March 1 and September 1 of each year, beginning on March 1, 2006, to the person or persons in whose name or names the Notes are registered at the close of business on, in the case of an interest payment date of March 1, the preceding February 15, and, in the case of an interest payment date of September 1, the preceding August 15. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

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5. Currency of Payment :
The principal and interest payable with respect to the Notes shall be payable in United States dollars.
 6. Payment Places :
All payments of principal of and interest on the Notes shall be made as set forth in Section 5 of the Form of Note.
 7. Optional Redemption Features :
The Company may redeem the Notes upon the occurrence of certain tax events pursuant to Section 4(b) of the Form of Note.
 8. Special Redemption Features, etc. :
None.
 9. Denominations :
\$2,000 and integral multiples of \$1,000 for the Notes.
 10. Principal Repayment :
100% of the principal amount of the Notes.
 11. Registrar and Paying Agent :
J.P. Morgan Trust Company, National Association will be the registrar and paying agent for the Notes.
 12. Payment of Additional Amounts :
The Company shall pay additional amounts as set forth under Section 4 of the Form of Note.
 13. Book-Entry Procedures :
The Notes shall be issued in the form of global Notes registered in the name of CEDE & Co. as nominee of The Depository Trust Company and will be issued in certificated form only in limited circumstances, in each case, as set forth under Sections 11 and 12 of the Form of Note.

14. Other Terms :

Sections 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of the Form of Note attached hereto as Annex B shall also apply to the Notes.

The Notes will not have any terms or conditions of the type contemplated by clause (ii), (iii), (vi), (vii), (xii), (xiii), (xiv), (xvi), (xvii), or (xx) of Section 3.01 of the Indenture.

E. The Notes will be issued pursuant to and governed by the Indenture. To the extent that the Indenture's terms apply to the Notes specifically or apply to the terms of all Securities of all Series established pursuant to and governed by the Indenture, such terms shall apply to the Notes.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Certificate as of August 24, 2005.

/s/ Steven R. Zielske

Steven R. Zielske
Vice President of Finance and Assistant Treasurer

ATTEST:

/s/ Anthony D. George

Anthony D. George
Associate General Counsel, Finance and Assistant
Secretary

Annex A

**UNANIMOUS CONSENT TO ACTION
IN LIEU OF SPECIAL MEETING
OF THE EXECUTIVE COMMITTEE OF
THE BOARD OF DIRECTORS
OF WAL-MART STORES, INC.**

August 23, 2005

The undersigned, being all of the members of the Executive Committee of the Board of Directors of Wal-Mart Stores, Inc., a Delaware corporation (the "Company"), do hereby consent to the adoption of the following resolutions in accordance with the provisions of Section 141 (f) of the General Corporation Law of Delaware:

WHEREAS, the Company has registered with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, and the rules promulgated thereunder, the offer and sale of \$5,000,000,000 of debt securities, to be issued pursuant to the terms of the Indenture, dated as of July 19, 2005 (the "Indenture"), between the Company and J.P. Morgan Trust Company, National Association, as trustee (the "Indenture Trustee"), in one or more offerings; and

WHEREAS, the Company desires to offer and sell in an underwritten public offering up to \$2,500,000,000 of such securities, it is:

RESOLVED, that a series of senior, unsecured promissory notes of the Company that shall mature on or about September 1, 2035 (the "Series 2035 Notes") shall be, and it hereby is, created, established and authorized for issuance and sale pursuant to the terms of the Indenture; and

RESOLVED, that the Series 2035 Notes shall have such terms, including the rate at which interest shall accrue thereunder, and shall be in such form as may be established and approved by one or more of the Chairman of the Board of Directors, any Vice Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, any Executive Vice President, any Senior Vice President, any Vice President, the Controller and the Treasurer of the Company (each an "Authorized Officer") in accordance with the provisions of Section 3.01 of the Indenture pursuant to the authority granted by these resolutions, which approval will be conclusively evidenced by that Authorized Officer's or those Authorized Officers' execution of a Series Terms Certificate (as defined in the Indenture) with respect to the Series 2035 Notes; and

RESOLVED, that the Authorized Officers shall be, and each of them hereby is, authorized, in the name and on behalf of the Company, to establish and to approve the terms and conditions of the Series 2035 Notes and to approve the form, terms and conditions of the promissory notes representing notes in the Series 2035 Notes (the "2035 Promissory Notes"); and

RESOLVED, that the Authorized Officers shall be, and each of them hereby is, authorized, in the name and on behalf of the Company, to execute the 2035 Promissory Notes, all as provided in the Indenture, and to deliver the 2035 Promissory Notes to the Indenture Trustee for authentication and delivery in accordance with the terms of the Indenture, which 2035 Promissory Notes shall be in such amounts as are determined by the Authorized Officers or any of them, such determination to be conclusively evidenced by the execution of such 2035 Promissory Notes by such Authorized Officer or Authorized Officers, but which 2035 Promissory Notes so executed and delivered for authentication, shall not have, in the aggregate, an original principal amount in excess of \$2,500,000,000; and

RESOLVED, that the Indenture Trustee shall be, and it hereby is, authorized and directed to authenticate and deliver the 2035 Promissory Notes to or upon the written order of the Company, as provided in the Indenture; and

RESOLVED, that the Company shall be, and it hereby is, authorized to perform its obligations under the 2035 Promissory Notes and its obligations under the Indenture, as those obligations relate to the 2035 Promissory Notes; and

RESOLVED, that the Company shall be, and it hereby is, authorized to enter into and perform its obligations under, and each Authorized Officer is authorized to execute and deliver, for and on behalf of the Company, a Pricing Agreement and an Underwriting Agreement between the Company and Lehman Brothers Inc., Credit Suisse First Boston LLC and J.P. Morgan Securities Inc. and the other underwriters named therein (collectively, the "Underwriters"), relating to the sale by the Company and the purchase by the Underwriters of 2035 Promissory Notes having an aggregate principal amount of up to \$2,500,000,000 (collectively, the "Underwriting Agreement"), which aggregate principal amount of such promissory notes shall comprise such amount of 2035 Promissory Notes as determined by one or more Authorized Officers, such determination to be conclusively evidenced by the execution and delivery of the Underwriting Agreement by an Authorized Officer on behalf of the Company, and any other agreements necessary to effectuate the intent of these resolutions, the Underwriting Agreement and any other such agreements to be in the forms and to contain the terms, including the price to be paid to the Company by the Underwriters for the 2035 Promissory Notes being purchased pursuant to the Underwriting Agreement, and conditions that the Authorized Officer executing the same approves, such approval to be conclusively evidenced by that Authorized Officer's execution and delivery of the Underwriting Agreement or other agreement; and

RESOLVED, that the Company shall be, and it hereby is, authorized to sell the 2035 Promissory Notes to the Underwriters pursuant to the Underwriting Agreement at the prices set forth in, and pursuant to the other terms and conditions of, the Underwriting Agreement; and

RESOLVED, that the Company shall be, and it hereby is, authorized to issue one or more global certificates to represent all of the 2035 Promissory Notes and not otherwise issue the 2035 Promissory Notes in definitive form, and to permit each global certificate representing 2035 Promissory Notes to be registered in the name of a nominee of The Depository Trust Company ("DTC") and beneficial interests in the global certificates representing the 2035 Promissory Notes to be otherwise shown on, and transfers of such beneficial interests effected through, records maintained by DTC and its participants; and

RESOLVED, that the signatures of the Authorized Officers executing any 2035 Promissory Note may be the manual or facsimile signatures of the present or any future

Authorized Officers and may be imprinted or otherwise reproduced thereon, and any such facsimile signature shall be binding upon the Company, notwithstanding the fact that at the time the 2035 Promissory Notes are authenticated and delivered and disposed of, the person signing the facsimile signature shall have ceased to be an Authorized Officer; and

RESOLVED, that, without in any way limiting the authority heretofore granted to any Authorized Officer, the Authorized Officers shall be, and each of them singly is, authorized and empowered to do and perform all such acts and things and to execute and deliver, for and on behalf of the Company, any and all documents and instruments and to take any and all such actions as they may deem necessary, desirable or proper in order to carry out the intent and purpose of the foregoing resolutions and fully to establish the Series 2035 Notes and to perform the provisions of the Underwriting Agreement, the Indenture and the 2035 Promissory Notes, and to incur on behalf of the Company all such expenses and obligations in connection therewith as they may deem proper.

Dated this 23rd day of August 2005.

/s/ David D. Glass

David D. Glass

/s/ S. Robson Walton

S. Robson Walton

/s/ H. Lee Scott, Jr

H. Lee Scott, Jr

Annex B

FORM OF GLOBAL NOTE

This Note is a global security and is registered in the name of CEDE & CO., as nominee of the Depository, The Depository Trust Company. Unless and until this Note is exchanged for Notes in definitive form, this Note may not be transferred except as a whole by the Depository or a nominee of the Depository to the Depository or another depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository.

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WAL-MART STORES, INC.

5.25% NOTES DUE 2035

Number A- ____
\$ ____00,000,000

CUSIP No.: 931142 CB 7
ISIN No.: US931142CB75
Common Code: 022869221

WAL-MART STORES, INC., a corporation duly organized and existing under the laws of the State of Delaware, and any successor corporation pursuant to the Indenture (herein referred to as the “Company”), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of _____ MILLION DOLLARS on September 1, 2035 in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, computed on the basis of a 360-day year of twelve 30-day months, semi-annually in arrears on March 1 and September 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day, except that if such Business Day is in the next succeeding calendar month, such interest payment shall be made on the Business Day immediately preceding such day (each, an “Interest Payment Date”), commencing on March 1, 2006, on said principal sum in like coin or currency, at the rate per annum specified in the title of this Note from August 31, 2005 or from the most recent March 1 or September 1 to which interest has been paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this Note is registered (the “holder”) at the close of business on the preceding February 15, in the case of an Interest Payment Date of March 1, and on the preceding August 15, in the case of an Interest Payment Date of September 1 (each, a “Record Date”).

Reference is made to the further provisions of this Note set forth on the succeeding sections hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to in Section 1 hereof.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its Chairman of the Board, its Vice Chairman, its President or one of its Vice Presidents by manual or facsimile signature under its corporate seal, attested by its Secretary, one of its Assistant Secretaries, its Treasurer or one of its Assistant Treasurers by manual or facsimile signature.

WAL-MART STORES, INC.

By: _____

Name:

Title:

[SEAL]

Attest: _____

Name:

Title:

Dated: August 31, 2005

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated herein referred to in the within-mentioned Indenture.

J.P.MORGAN TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____

Authorized Signatory

WAL-MART STORES, INC.

5.25% NOTES DUE 2035

1. *Indenture; Notes* . This Note is one of a duly authorized series of Securities of the Company designated as the “5.25% Notes Due 2035” (the “Notes”), initially issued in an aggregate principal amount of \$2,500,000,000 on August 31, 2005. Such series of Securities has been established pursuant to, and is one of an indefinite number of series of debt securities of the Company, issued or issuable under and pursuant to, the Indenture, dated as of July 19, 2005 (the “Indenture”), duly executed and delivered by the Company, as Issuer, and J.P. Morgan Trust Company, National Association, as Trustee (the “Trustee”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Notes and of the terms upon which this Note is, and is to be, authenticated and delivered. The terms, conditions and provisions of the Notes are those stated in the Indenture, those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, and those set forth in this Note. To the extent that the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern.

All capitalized terms which are used but not defined in this Note shall have the meanings assigned to them in the Indenture.

The Company may, without the consent of the holders, issue and sell additional Securities ranking equally with the Notes and otherwise identical in all respects (except for their date of issue, issue price and the date from which interest payments thereon shall accrue) so that such additional Securities shall be consolidated and form a single series with the Notes; *provided, however*, that no additional Securities of any existing or new series may be issued under the Indenture if an Event of Default has occurred and remains uncured thereunder.

2. *Ranking* . The Notes shall constitute the senior, unsecured and unsubordinated debt obligations of the Company and shall rank equally in right of payment among themselves and with all other existing and future senior, unsecured and unsubordinated debt obligations of the Company.

3. *Payment of Overdue Amounts* . The Company shall pay interest, calculated on the basis of a 360-day year of twelve 30-day months, on overdue principal and overdue installments of interest, if any, from time to time on demand at the interest rate borne by the Notes to the extent lawful.

4. *Payment of Additional Amounts; Redemption Upon a Tax Event* .

(a) *Payment of Additional Amounts* . The Company shall pay to the holder (including, for purposes of this Section 4, the beneficial owner) of this Note who is a Non-U.S. Person (as defined below) such additional amounts as may be necessary so that every net payment of principal of and interest on this Note to such holder, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon

such holder by the United States of America or any taxing authority thereof or therein, will not be less than the amount provided in this Note to be then due and payable (such amounts, the “Additional Amounts”); *provided, however*, that the Company shall not be required to make any payment of Additional Amounts for or on account of:

- (i) any tax, assessment or other governmental charge that would not have been imposed but for (A) the existence of any present or former connection between such holder, or between a fiduciary, settlor, beneficiary of, member or shareholder of, or possessor of a power over, such holder, if such holder is an estate, trust, partnership or corporation, and the United States including, without limitation, such holder, or such fiduciary, settlor, beneficiary, member, shareholder or possessor, being or having been a citizen or resident of the United States of America or treated as a resident thereof or being or having been engaged in trade or business or present in the United States of America, or (B) the presentation of this Note for payment on a date more than 30 days after the later of (x) the date on which such payment becomes due and payable and (y) the date on which payment thereof is duly provided for;
- (ii) any estate, inheritance, gift, sales, transfer, excise, personal property or similar tax, assessment or other governmental charge;
- (iii) any tax, assessment or other governmental charge imposed by reason of such holder’s past or present status as a passive foreign investment company, a controlled foreign corporation, a personal holding company or foreign personal holding company with respect to the United States of America, or as a corporation which accumulates earnings to avoid United States federal income tax;
- (iv) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payment of principal of or interest on this Note;
- (v) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on this Note if such payment can be made without withholding by any other paying agent;
- (vi) any tax, assessment or other governmental charge which would not have been imposed but for the failure to comply with certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connections with the United States of America of the holder of this Note, if such compliance is required by statute or by regulation of the United States Treasury Department as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- (vii) any tax, assessment or other governmental charge imposed on interest received by (A) a 10% shareholder (as defined in Section 871(h)(3)(B) of the United States Internal Revenue Code of 1986, as amended (the “Code”), and the regulations that may be promulgated thereunder) of the Company or (B) a controlled foreign corporation with respect to the Company within the meaning of the Code;

(viii) any withholding or deduction that is imposed on a payment to an individual and is required to be made pursuant to that European Union Directive relating to the taxation of savings adopted on June 3, 2003 by the European Union's Economic and Financial Affairs Council, or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(ix) any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) in this Section 4(a);

nor shall any Additional Amounts be paid to any holder who is a fiduciary or partnership to the extent that a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner thereof, would not have been entitled to the payment of such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder.

“Non-U.S. Person” means any corporation, partnership, individual or fiduciary that is, as to the United States of America, a foreign corporation, a non-resident alien individual who has not made a valid election to be treated as a United States resident, a non-resident fiduciary of a foreign estate or trust, or a foreign partnership one or more of the members of which is, as to the United States of America, a foreign corporation, a non-resident alien individual or a non-resident fiduciary of a foreign estate or trust.

(b) *Redemption Upon a Tax Event* . The Notes may be redeemed at the option of the Company in whole, but not in part, on a date (such date, the “Tax Redemption Date”) to be fixed by the Company on not more than 60 days’ and not less than 30 days’ notice, at a redemption price equal to 100% of the principal amount of the Notes (the “Redemption Price”) plus accrued but unpaid interest, if any, and any Additional Amounts thereon, if the Company determines that as a result of any change in or amendment to the laws, treaties, regulations or rulings of the United States of America or any political subdivision or taxing authority thereof, or any proposed change in such laws, treaties, regulations or rulings, or any change in the official application, enforcement or interpretation of such laws, treaties, regulations or rulings, including a holding by a court of competent jurisdiction in the United States of America, or any other action, other than an action predicated on laws generally known on or before August 24, 2005 except for proposals before the U.S. Congress before such date, taken by any taxing authority or a court of competent jurisdiction in the United States of America, or the official proposal of any such action, whether or not such action or proposal was taken or made with respect to the Company, (A) the Company has or will become obligated to pay Additional Amounts or (B) there is a substantial possibility that the Company will be required to pay such Additional Amounts.

Prior to the publication of any notice of redemption pursuant to Section 15 hereof, the Company shall deliver to the Trustee (1) an Officers’ Certificate stating that the Company is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the rights of the Company to so redeem have occurred and (2) an Opinion of Counsel to such effect based on such statement of facts.

If the Company elects to redeem the Notes pursuant to this Section 4(b), then it shall give notice to the holders pursuant to Section 15 hereof.

The notice of redemption, shall specify the following:

- (i) the Tax Redemption Date;
- (ii) a brief statement to the effect that the Notes are being redeemed at the option of the Company pursuant to this Section 4(b) and a brief statement of the facts permitting such redemption;
- (iii) that on the Tax Redemption Date, the Redemption Price, plus accrued but unpaid interest on the Notes, if any, will become due and payable and that interest thereon shall cease to accrue on and after such Tax Redemption Date;
- (iv) the amount of the Redemption Price and accrued but unpaid interest, if any, that will be due and payable on the Notes on the Tax Redemption Date;
- (v) the place or places where the Notes are to be surrendered for payment of the Redemption Price and other amounts due under clause (iv) above;
- (vi) that payment of the amounts due under clause (iv) above will be made upon presentation and surrender of the Notes; and
- (vii) the CUSIP, ISIN and Common Code numbers of the Notes.

The notice of redemption regarding the Notes shall be, at the election of the Company, given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

On or before the opening of business on any Tax Redemption Date, the Company shall deposit with the Trustee or with the Paying Agent or, if the Company is acting as its own paying agent, segregate and hold in trust as provided in Section 5.03 of the Indenture, an amount of money sufficient to pay the Redemption Price of, and except if the Tax Redemption Date shall be an Interest Payment Date, accrued but unpaid interest on, the Notes to be redeemed on the Tax Redemption Date.

The notice of redemption having been given as specified above, the Notes shall, on the Tax Redemption Date, become due and payable at the Redemption Price, and from and after such date, unless the Company shall default in the payment of the Redemption Price and accrued but unpaid interest, if any, the Notes shall cease to bear interest. Upon surrender of the Notes for redemption in accordance with such notice, the Notes shall be paid by the Company at the Redemption Price, together with accrued but unpaid interest, if any, to the Tax Redemption Date.

If the Notes, having been called for redemption, shall not be so paid upon surrender thereof for redemption, the Redemption Price shall, until paid, bear interest from the Tax Redemption Date at the interest rate borne by this Note.

5. Place and Method of Payment . The Company shall pay principal of and interest on the Notes at the office or agency of the Paying Agent in the Borough of Manhattan, The City of New

York; *provided, however*, that at the option of the Company, the Company may pay interest by check mailed to the person entitled thereto at such person's address as it appears on the Registry for the Notes.

6. *Defeasance of the Notes* . Sections 11.02, 11.03 and 11.04 of the Indenture shall apply to the Notes.

7. *No Redemption or Sinking Fund* . The Notes are not redeemable prior to maturity, other than as set forth in Section 4(b) hereof, and are not subject to a sinking fund.

8. *Amendment and Modification* . Article Nine of the Indenture contains provisions for the amendment or modification of the Indenture and the Notes without the consent of the holders in certain circumstances and requiring the consent of holders of not less than a majority in aggregate principal amount of the Notes and Securities of other series that would be affected in certain other circumstances. However, the Indenture requires the consent of each holder of the Notes and Securities of other series that would be affected for certain specified amendments or modifications of the Indenture and the Notes. These provisions of the Indenture, which provide for, among other things, the execution of supplemental indentures, are applicable to the Notes.

9. *Event of Default; Acceleration of Maturity; Rescission and Annulment* . If an Event of Default with respect to the Notes shall occur and be continuing, then the aggregate principal amount of the Notes of this series may be declared by either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes of this series then Outstanding to be, and, in certain cases, may automatically become, immediately due and payable in the manner, with the effect and subject to the conditions provided in the Indenture. The Indenture provides that, in the event of such an acceleration of the maturity of the Notes, the holders of a majority in aggregate principal amount of all of the Notes of this series then Outstanding, voting as a separate class, in accordance with the provisions of, and in the circumstances provided by, the Indenture, may rescind and annul such acceleration and its consequences with respect to all of the Notes.

10. *Absolute Obligation*. No reference herein to the Indenture and no provisions of the Notes or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the place, at the time and in the coin or currency herein prescribed.

11. *Form and Denominations; Global Notes; Definitive Notes*. The Notes are being issued in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes are being issued in the form of global notes (each, a "Global Note"), evidencing all or any portion of the Notes and registered in the name of DTC or its nominee (including their respective successors) as Depositary under the Indenture. The Notes shall be issued in certificated form (each, a "Definitive Note") only in the following limited circumstances: (1) the Depositary is at any time unwilling or unable to continue as Depositary or ceases to be a clearing agency registered under applicable law, and a successor depositary is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility; (2) the Company delivers to the Trustee a Company Order to the effect that this Note shall be exchangeable for Definitive Notes; or (3) an Event of Default has

occurred and is continuing with respect to the Notes, in each such case this Note shall be exchangeable for Definitive Notes in an equal aggregate principal amount. Such Definitive Notes shall be registered in such name or names as the Depository shall instruct the Trustee.

12. *Registration, Transfer and Exchange.* As provided in the Indenture and subject to certain limitations therein set forth, the Company shall provide for the registration of the Notes and the transfer and exchange of the Notes, whether in global or definitive form. At the option of the holders, at any office or agency designated and maintained by the Company for such purpose (the "Transfer Agent") pursuant to the provisions of the Indenture, and in the manner and subject to the limitations provided in the Indenture, but without the payment of any service charge, except for any transfer tax or other governmental charges imposed in connection therewith subject to Section 4 hereof, the Notes may be transferred or exchanged for an equal aggregate principal amount of the Notes of like tenor and of other authorized denominations upon surrender and cancellation of the Notes upon any such transfer.

The Company, the Trustee and any agent of the Company or of the Trustee may deem and treat the holder as the absolute owner of this Note (whether or not the Notes shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payments hereon, or on account hereof, and for all other purposes, and neither the Company nor the Trustee nor any agent of the Company or of the Trustee shall be affected by any notice to the contrary. All such payments made to or upon the order of such holder shall, to the extent of the amount or amounts paid, effectually satisfy and discharge liability for moneys payable on this Note.

Notwithstanding the preceding paragraphs of this Section 12, any registration of transfer or exchange of a Global Note shall be subject to the terms of the legend appearing on the initial page thereof.

13. *No Recourse Against Others.* No recourse under or upon any obligation, covenant or agreement of the Company arising under or set forth in the Notes or under the Indenture, or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer or director, as such, being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

14. *Appointment of Agents.* J.P. Morgan Trust Company, National Association is hereby appointed the Registrar for the purpose of registering the Notes and transfers and exchanges of the Notes pursuant to the Indenture and this Note, Paying Agent pursuant to Section 3.04 of the Indenture and Transfer Agent with respect to the Notes at its offices in the Borough of Manhattan, The City of New York.

15. *Notices* . If the Company is required to give notice to the holders of the Notes pursuant to the terms of the Indenture, then it shall do so by the means and in the manner set forth in Section 1.06 of the Indenture.

16. *Separability* . In case any provision of the Indenture or the Notes shall, for any reason, be held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions thereof and hereof shall not in any way be affected or impaired thereby.

17. *GOVERNING LAW* . THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

For the value received, the undersigned hereby assigns and transfers the within Note, and all rights thereunder, to:

(Insert assignee's legal name)

(Insert assignee's social security or tax identification number)

(Print or type assignee's name, address and zip code)

and irrevocably appoints

to transfer this Note on the books of Wal-Mart Stores, Inc. The agent may substitute another to act for it.

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Date: _____

Signature Guarantee

The signature(s) should be Guaranteed by an Eligible Guarantor Institution pursuant to Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended.

* * * * *

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT ENT - as joint tenants with right of survivorship and not as

_____ UNIF GIFT MIN ACT- _____ Custodian _____ under the Uniform Gifts to Minors Act _____
(Cust) (Minor) (State)

Additional abbreviations may also be used although not in the above list.

Exhibit 4(b)

Form of Global Note

This Note is a global security and is registered in the name of CEDE & CO., as nominee of the Depository, The Depository Trust Company. Unless and until this Note is exchanged for Notes in definitive form, this Note may not be transferred except as a whole by the Depository or a nominee of the Depository to the Depository or another depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository.

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WAL-MART STORES, INC.

5.25% NOTES DUE 2035

Number A- ___
\$ ___00,000,000

CUSIP No.: 931142 CB 7
ISIN No.: US931142CB75
Common Code: 022869221

WAL-MART STORES, INC., a corporation duly organized and existing under the laws of the State of Delaware, and any successor corporation pursuant to the Indenture (herein referred to as the "Company"), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of _____MILLION DOLLARS on September 1, 2035 in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, computed on the basis of a 360-day year of twelve 30-day months, semi-annually in arrears on March 1 and September 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day, except that if such Business Day is in the next succeeding calendar month, such interest payment shall be made on the Business Day immediately preceding such day (each, an "Interest Payment Date"), commencing on March 1, 2006, on said principal sum in like coin or currency, at the rate per annum specified in the title of this Note from August 31, 2005 or from the most recent March 1 or September 1 to which interest has been paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this Note is registered (the "holder") at the close of business on the preceding February 15, in the case of an Interest Payment Date of March 1, and on the preceding August 15, in the case of an Interest Payment Date of September 1 (each, a "Record Date").

Reference is made to the further provisions of this Note set forth on the succeeding sections hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to in Section 1 hereof.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its Chairman of the Board, its Vice Chairman, its President or one of its Vice Presidents by manual or facsimile signature under its corporate seal, attested by its Secretary, one of its Assistant Secretaries, its Treasurer or one of its Assistant Treasurers by manual or facsimile signature.

WAL-MART STORES, INC.

By: _____

Name:

Title:

[SEAL]

Attest: _____

Name:

Title:

Dated: August 31, 2005

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated herein referred to in the within-mentioned Indenture.

J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____

Authorized Signatory

WAL-MART STORES, INC.

5.25% NOTES DUE 2035

1. *Indenture; Notes* . This Note is one of a duly authorized series of Securities of the Company designated as the “5.25% Notes Due 2035” (the “Notes”), initially issued in an aggregate principal amount of \$2,500,000,000 on August 31, 2005. Such series of Securities has been established pursuant to, and is one of an indefinite number of series of debt securities of the Company, issued or issuable under and pursuant to, the Indenture, dated as of July 19, 2005 (the “Indenture”), duly executed and delivered by the Company, as Issuer, and J.P. Morgan Trust Company, National Association, as Trustee (the “Trustee”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Notes and of the terms upon which this Note is, and is to be, authenticated and delivered. The terms, conditions and provisions of the Notes are those stated in the Indenture, those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, and those set forth in this Note. To the extent that the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern.

All capitalized terms which are used but not defined in this Note shall have the meanings assigned to them in the Indenture.

The Company may, without the consent of the holders, issue and sell additional Securities ranking equally with the Notes and otherwise identical in all respects (except for their date of issue, issue price and the date from which interest payments thereon shall accrue) so that such additional Securities shall be consolidated and form a single series with the Notes; *provided, however*, that no additional Securities of any existing or new series may be issued under the Indenture if an Event of Default has occurred and remains uncured thereunder.

2. *Ranking* . The Notes shall constitute the senior, unsecured and unsubordinated debt obligations of the Company and shall rank equally in right of payment among themselves and with all other existing and future senior, unsecured and unsubordinated debt obligations of the Company.

3. *Payment of Overdue Amounts* . The Company shall pay interest, calculated on the basis of a 360-day year of twelve 30-day months, on overdue principal and overdue installments of interest, if any, from time to time on demand at the interest rate borne by the Notes to the extent lawful.

4. *Payment of Additional Amounts; Redemption Upon a Tax Event.*

(a) *Payment of Additional Amounts* . The Company shall pay to the holder (including, for purposes of this Section 4, the beneficial owner) of this Note who is a Non-U.S. Person (as defined below) such additional amounts as may be necessary so that every net payment of principal of and interest on this Note to such holder, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon

such holder by the United States of America or any taxing authority thereof or therein, will not be less than the amount provided in this Note to be then due and payable (such amounts, the “Additional Amounts”); *provided, however*, that the Company shall not be required to make any payment of Additional Amounts for or on account of:

- (i) any tax, assessment or other governmental charge that would not have been imposed but for (A) the existence of any present or former connection between such holder, or between a fiduciary, settlor, beneficiary of, member or shareholder of, or possessor of a power over, such holder, if such holder is an estate, trust, partnership or corporation, and the United States including, without limitation, such holder, or such fiduciary, settlor, beneficiary, member, shareholder or possessor, being or having been a citizen or resident of the United States of America or treated as a resident thereof or being or having been engaged in trade or business or present in the United States of America, or (B) the presentation of this Note for payment on a date more than 30 days after the later of (x) the date on which such payment becomes due and payable and (y) the date on which payment thereof is duly provided for;
- (ii) any estate, inheritance, gift, sales, transfer, excise, personal property or similar tax, assessment or other governmental charge;
- (iii) any tax, assessment or other governmental charge imposed by reason of such holder’s past or present status as a passive foreign investment company, a controlled foreign corporation, a personal holding company or foreign personal holding company with respect to the United States of America, or as a corporation which accumulates earnings to avoid United States federal income tax;
- (iv) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payment of principal of or interest on this Note;
- (v) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on this Note if such payment can be made without withholding by any other paying agent;
- (vi) any tax, assessment or other governmental charge which would not have been imposed but for the failure to comply with certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connections with the United States of America of the holder of this Note, if such compliance is required by statute or by regulation of the United States Treasury Department as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- (vii) any tax, assessment or other governmental charge imposed on interest received by (A) a 10% shareholder (as defined in Section 871(h)(3)(B) of the United States Internal Revenue Code of 1986, as amended (the “Code”), and the regulations that may be promulgated thereunder) of the Company or (B) a controlled foreign corporation with respect to the Company within the meaning of the Code;

(viii) any withholding or deduction that is imposed on a payment to an individual and is required to be made pursuant to that European Union Directive relating to the taxation of savings adopted on June 3, 2003 by the European Union's Economic and Financial Affairs Council, or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(ix) any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) in this Section 4(a);

nor shall any Additional Amounts be paid to any holder who is a fiduciary or partnership to the extent that a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner thereof, would not have been entitled to the payment of such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder.

“Non-U.S. Person” means any corporation, partnership, individual or fiduciary that is, as to the United States of America, a foreign corporation, a non-resident alien individual who has not made a valid election to be treated as a United States resident, a non-resident fiduciary of a foreign estate or trust, or a foreign partnership one or more of the members of which is, as to the United States of America, a foreign corporation, a non-resident alien individual or a non-resident fiduciary of a foreign estate or trust.

(b) *Redemption Upon a Tax Event* . The Notes may be redeemed at the option of the Company in whole, but not in part, on a date (such date, the “Tax Redemption Date”) to be fixed by the Company on not more than 60 days’ and not less than 30 days’ notice, at a redemption price equal to 100% of the principal amount of the Notes (the “Redemption Price”) plus accrued but unpaid interest, if any, and any Additional Amounts thereon, if the Company determines that as a result of any change in or amendment to the laws, treaties, regulations or rulings of the United States of America or any political subdivision or taxing authority thereof, or any proposed change in such laws, treaties, regulations or rulings, or any change in the official application, enforcement or interpretation of such laws, treaties, regulations or rulings, including a holding by a court of competent jurisdiction in the United States of America, or any other action, other than an action predicated on laws generally known on or before August 24, 2005 except for proposals before the U.S. Congress before such date, taken by any taxing authority or a court of competent jurisdiction in the United States of America, or the official proposal of any such action, whether or not such action or proposal was taken or made with respect to the Company, (A) the Company has or will become obligated to pay Additional Amounts or (B) there is a substantial possibility that the Company will be required to pay such Additional Amounts.

Prior to the publication of any notice of redemption pursuant to Section 15 hereof, the Company shall deliver to the Trustee (1) an Officers’ Certificate stating that the Company is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the rights of the Company to so redeem have occurred and (2) an Opinion of Counsel to such effect based on such statement of facts.

If the Company elects to redeem the Notes pursuant to this Section 4(b), then it shall give notice to the holders pursuant to Section 15 hereof.

The notice of redemption, shall specify the following:

- (i) the Tax Redemption Date;
- (ii) a brief statement to the effect that the Notes are being redeemed at the option of the Company pursuant to this Section 4(b) and a brief statement of the facts permitting such redemption;
- (iii) that on the Tax Redemption Date, the Redemption Price, plus accrued but unpaid interest on the Notes, if any, will become due and payable and that interest thereon shall cease to accrue on and after such Tax Redemption Date;
- (iv) the amount of the Redemption Price and accrued but unpaid interest, if any, that will be due and payable on the Notes on the Tax Redemption Date;
- (v) the place or places where the Notes are to be surrendered for payment of the Redemption Price and other amounts due under clause (iv) above;
- (vi) that payment of the amounts due under clause (iv) above will be made upon presentation and surrender of the Notes; and
- (vii) the CUSIP, ISIN and Common Code numbers of the Notes.

The notice of redemption regarding the Notes shall be, at the election of the Company, given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

On or before the opening of business on any Tax Redemption Date, the Company shall deposit with the Trustee or with the Paying Agent or, if the Company is acting as its own paying agent, segregate and hold in trust as provided in Section 5.03 of the Indenture, an amount of money sufficient to pay the Redemption Price of, and except if the Tax Redemption Date shall be an Interest Payment Date, accrued but unpaid interest on, the Notes to be redeemed on the Tax Redemption Date.

The notice of redemption having been given as specified above, the Notes shall, on the Tax Redemption Date, become due and payable at the Redemption Price, and from and after such date, unless the Company shall default in the payment of the Redemption Price and accrued but unpaid interest, if any, the Notes shall cease to bear interest. Upon surrender of the Notes for redemption in accordance with such notice, the Notes shall be paid by the Company at the Redemption Price, together with accrued but unpaid interest, if any, to the Tax Redemption Date.

If the Notes, having been called for redemption, shall not be so paid upon surrender thereof for redemption, the Redemption Price shall, until paid, bear interest from the Tax Redemption Date at the interest rate borne by this Note.

5. Place and Method of Payment . The Company shall pay principal of and interest on the Notes at the office or agency of the Paying Agent in the Borough of Manhattan, The City of New

York; *provided, however*, that at the option of the Company, the Company may pay interest by check mailed to the person entitled thereto at such person's address as it appears on the Registry for the Notes.

6. *Defeasance of the Notes* . Sections 11.02, 11.03 and 11.04 of the Indenture shall apply to the Notes.

7. *No Redemption or Sinking Fund* . The Notes are not redeemable prior to maturity, other than as set forth in Section 4(b) hereof, and are not subject to a sinking fund.

8. *Amendment and Modification* . Article Nine of the Indenture contains provisions for the amendment or modification of the Indenture and the Notes without the consent of the holders in certain circumstances and requiring the consent of holders of not less than a majority in aggregate principal amount of the Notes and Securities of other series that would be affected in certain other circumstances. However, the Indenture requires the consent of each holder of the Notes and Securities of other series that would be affected for certain specified amendments or modifications of the Indenture and the Notes. These provisions of the Indenture, which provide for, among other things, the execution of supplemental indentures, are applicable to the Notes.

9. *Event of Default; Acceleration of Maturity; Rescission and Annulment* . If an Event of Default with respect to the Notes shall occur and be continuing, then the aggregate principal amount of the Notes of this series may be declared by either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes of this series then Outstanding to be, and, in certain cases, may automatically become, immediately due and payable in the manner, with the effect and subject to the conditions provided in the Indenture. The Indenture provides that, in the event of such an acceleration of the maturity of the Notes, the holders of a majority in aggregate principal amount of all of the Notes of this series then Outstanding, voting as a separate class, in accordance with the provisions of, and in the circumstances provided by, the Indenture, may rescind and annul such acceleration and its consequences with respect to all of the Notes.

10. *Absolute Obligation*. No reference herein to the Indenture and no provisions of the Notes or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the place, at the time and in the coin or currency herein prescribed.

11. *Form and Denominations; Global Notes; Definitive Notes*. The Notes are being issued in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Notes are being issued in the form of global notes (each, a "Global Note"), evidencing all or any portion of the Notes and registered in the name of DTC or its nominee (including their respective successors) as Depositary under the Indenture. The Notes shall be issued in certificated form (each, a "Definitive Note") only in the following limited circumstances: (1) the Depositary is at any time unwilling or unable to continue as Depositary or ceases to be a clearing agency registered under applicable law, and a successor depositary is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility; (2) the Company delivers to the Trustee a Company Order to the effect that this Note shall be exchangeable for Definitive Notes; or (3) an Event of Default has

occurred and is continuing with respect to the Notes, in each such case this Note shall be exchangeable for Definitive Notes in an equal aggregate principal amount. Such Definitive Notes shall be registered in such name or names as the Depository shall instruct the Trustee.

12. *Registration, Transfer and Exchange.* As provided in the Indenture and subject to certain limitations therein set forth, the Company shall provide for the registration of the Notes and the transfer and exchange of the Notes, whether in global or definitive form. At the option of the holders, at any office or agency designated and maintained by the Company for such purpose (the "Transfer Agent") pursuant to the provisions of the Indenture, and in the manner and subject to the limitations provided in the Indenture, but without the payment of any service charge, except for any transfer tax or other governmental charges imposed in connection therewith subject to Section 4 hereof, the Notes may be transferred or exchanged for an equal aggregate principal amount of the Notes of like tenor and of other authorized denominations upon surrender and cancellation of the Notes upon any such transfer.

The Company, the Trustee and any agent of the Company or of the Trustee may deem and treat the holder as the absolute owner of this Note (whether or not the Notes shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payments hereon, or on account hereof, and for all other purposes, and neither the Company nor the Trustee nor any agent of the Company or of the Trustee shall be affected by any notice to the contrary. All such payments made to or upon the order of such holder shall, to the extent of the amount or amounts paid, effectually satisfy and discharge liability for moneys payable on this Note.

Notwithstanding the preceding paragraphs of this Section 12, any registration of transfer or exchange of a Global Note shall be subject to the terms of the legend appearing on the initial page thereof.

13. *No Recourse Against Others.* No recourse under or upon any obligation, covenant or agreement of the Company arising under or set forth in the Notes or under the Indenture, or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer or director, as such, being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

14. *Appointment of Agents.* J.P. Morgan Trust Company, National Association is hereby appointed the Registrar for the purpose of registering the Notes and transfers and exchanges of the Notes pursuant to the Indenture and this Note, Paying Agent pursuant to Section 3.04 of the Indenture and Transfer Agent with respect to the Notes at its offices in the Borough of Manhattan, The City of New York.

15. *Notices* . If the Company is required to give notice to the holders of the Notes pursuant to the terms of the Indenture, then it shall do so by the means and in the manner set forth in Section 1.06 of the Indenture.

16. *Separability* . In case any provision of the Indenture or the Notes shall, for any reason, be held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions thereof and hereof shall not in any way be affected or impaired thereby.

17. *GOVERNING LAW* . THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

For the value received, the undersigned hereby assigns and transfers the within Note, and all rights thereunder, to:

(Insert assignee's legal name)

(Insert assignee's social security or tax identification number)

(Print or type assignee's name, address and zip code)

and irrevocably appoints

to transfer this Note on the books of Wal-Mart Stores, Inc. The agent may substitute another to act for it.

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Date: _____

Signature Guarantee

The signature(s) should be Guaranteed by an Eligible Guarantor Institution pursuant to Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended.

* * * * *

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT ENT - as joint tenants with right of survivorship and not as tenants in common

_____ UNIF GIFT MIN ACT - _____ Custodian _____ under the Uniform Gifts to Minors Act _____
(Cust) (Minor) (State)

Additional abbreviations may also be used although not in the above list.

Exhibit 5

**ANDREWS
KURTH LLP**

1717 Main Street, Suite 3700
Dallas, Texas 75201
214.659.4400 Phone
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andrewskurth.com

August 30, 2005

Wal-Mart Stores, Inc.
702 S.W. 8th Street
Bentonville, Arkansas 72716

**Wal-Mart Stores, Inc.
\$2,500,000,000 5.25% Notes Due 2010**

Ladies and Gentlemen:

Reference is made to the Pricing Agreement between Wal-Mart Stores, Inc., a Delaware corporation (the “Company”) and Lehman Brothers Inc., Credit Suisse First Boston LLC and J.P. Morgan Securities Inc., acting for themselves and as the representatives for the several underwriters named in Schedule I to the Pricing Agreement (the “Underwriters”), dated August 24, 2005 (the “Pricing Agreement”), and to the Underwriting Agreement, dated August 8, 2005 (the “Underwriting Agreement”), by and among the Company and, as to the issuance and sale of the Notes (as defined below), the Underwriters, as parties which are signatories or deemed to be signatories to that Underwriting Agreement, as incorporated by reference into the Pricing Agreement (the Underwriting Agreement and the Pricing Agreement are collectively referred to as the “Agreement”).

Further reference is made to (i) the Registration Statement on Form S-3 (File No. 333-126512) which was prepared pursuant to the Securities Act of 1933, as amended (the “1933 Act”), was filed with the Securities and Exchange Commission (the “Commission”) on July 11, 2005, was amended prior to being declared effective by Amendment No. 1 to Registration Statement on Form S-3, which amendment was filed with the Commission on July 19, 2005, and was declared effective by the Commission on July 19, 2005 (the “Registration Statement”), and (ii) the Prospectus, dated July 19, 2005, as amended or supplemented (the “Base Prospectus”), and the Prospectus Supplement, dated August 24, 2005, supplementing the Base Prospectus (the “Prospectus Supplement”), constituting a part of the Registration Statement. The Base Prospectus relates to the delayed public offering of up to \$5,000,000,000 in aggregate principal amount of debt securities of the Company issuable under the Indenture, dated as of July 19, 2005 the “Indenture”), between the Company and J.P. Morgan Trust Company, National Association, as trustee (the “Trustee”). The Prospectus Supplement relates to the public offering of \$2,500,000,000 aggregate principal amount of the Company’s 5.25% Notes Due 2035 (the

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“Notes”). As used herein, the term “Registration Statement” means the Registration Statement in the form in which it was declared effective on July 19, 2005, including the documents incorporated by reference or deemed to be incorporated by reference therein as of the date hereof in accordance with the provisions of Form S-3 and the rules promulgated under the 1933 Act (which documents are listed in Annex A hereto). As used herein, the term “Prospectus” means the Base Prospectus and Prospectus Supplement combined, constituting a part of the Registration Statement, including the documents incorporated by reference or deemed to be incorporated by reference therein as of the date hereof in accordance with the rules promulgated under the 1933 Act.

We have acted as special counsel to the Company in connection with the issue and sale of the Notes.

In rendering this opinion, we have examined and relied upon, without independent investigation or verification, executed originals, counterparts or copies of the Restated Certificate of Incorporation and the Amended and Restated By-laws of the Company, each as amended and restated to date and in effect on the date hereof, the Registration Statement, Amendment No. 1 to the Registration Statement, the Indenture, the forms of the five global notes in the aggregate principal amount of \$2,500,000,000 and payable to CEDE & Co. to be issued to represent the Notes and to be executed and delivered by the Company upon consummation of the sale of the Notes (the “Global Notes”), resolutions of the Board of Directors of the Company, the resolutions of the Executive Committee of the Board of Directors of the Company and such other documents, records and certificates as we considered necessary or appropriate to enable us to express the opinions set forth herein. In all such examinations, we have assumed the authenticity and completeness of all documents submitted to us as originals and the conformity to authentic and complete originals of all documents submitted to us as photostatic, conformed, notarized or certified copies.

In rendering this opinion, we have assumed, without investigation or independent verification, that (i) all information contained in all documents reviewed by us is true and complete, (ii) each natural person signing any document reviewed by us had the legal capacity to do so, (iii) each person signing in a representative capacity (other than on behalf of the Company) had the authority to sign in such capacity, (iv) the Registration Statement and any amendments thereto (including any post-effective amendments thereto) have become and remain effective and comply with all applicable laws, (v) the Prospectus has been prepared and filed with the Commission describing the Notes offered thereby in accordance with all applicable laws, (vi) all of the Notes will be issued and sold in compliance with applicable securities laws and in the manner stated in the Registration Statement and the Prospectus, (vii) the Agreement has been duly authorized and validly executed and delivered by the Company and the other parties thereto, (viii) at or prior to the time of delivery of each Note, the authorization of the

ANDREWS
KURTH LLP

Letter to Wal-Mart Stores, Inc.
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Notes and of the Series of the Notes of which that Note is a part will not have been modified or rescinded, and there will not have occurred any change in law affecting the validity or enforceability of the Notes and (ix) the Global Notes executed and delivered by the Company as contemplated herein will be identical in form to the forms of the Global Notes examined by us as described herein.

As to facts material to our opinion, we have made no independent investigation of such facts and have relied, to the extent that we deem such reliance proper, upon certificates of public officials and officers or other representatives of the Company.

Based on the foregoing and subject to the qualifications set forth below, we are of the opinion that, upon the execution and delivery of the Notes and their authentication in accordance with the terms of the Indenture against payment therefor in accordance with the Agreement, the Notes will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, and will be entitled to the benefits of the Indenture.

The foregoing opinion is qualified to the extent that the enforceability of the Indenture, the Notes or any related document or instrument may be limited by or subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, liquidation, rearrangement, probate, conservatorship, fraudulent conveyance, fraudulent transfer or other similar laws (including court decisions) now or hereafter in effect relating to or affecting creditors' rights and remedies generally or providing for the relief of debtors, general principles of equity (regardless of whether such remedies are sought in a proceeding in equity or at law) or public policy and (ii) the refusal of a particular court to grant (a) equitable remedies, including, without limiting the generality of the foregoing, specific performance and injunctive relief, or (b) a particular remedy sought under the Indenture with respect to the Notes or under the Notes as opposed to another remedy provided for therein or another remedy available at law or in equity. We note that the enforceability of specific provisions of the Indenture and the Notes may be subject to (i) standards of reasonableness and "good faith" limitations and obligations such as those provided in the New York Uniform Commercial Code and similar applicable principles of common law and judicial decisions and (ii) the course of dealings between the parties, the usage of trade and similar provisions of common law and judicial decision.

We express no opinion concerning (i) the validity or enforceability of (a) the severability clauses in Section 1.11 of the Indenture and Section 16 of the Notes or (b) any provision contained in the Indenture or the Notes that purports to waive or not give effect to rights to notice, defenses, subrogation or other rights or benefits that cannot be effectively waived under applicable law, (ii) the enforceability of indemnification provisions to the extent they purport to relate to liabilities resulting from or based on negligence or any violation of any federal or state securities laws or (iii) the enforceability of any provision in the Indenture or the Notes that

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purports to waive liability for violation of securities laws. With respect to Section 8.07(i) of the Indenture, we express no opinion with respect to the enforceability of the parenthetical clause thereof relating to the limitations on the compensation of trustees.

The foregoing opinions are limited in all respects to the federal laws of the United States of America and the laws of the State of New York. We do not express any opinion as to the laws of any other jurisdiction.

This opinion letter may be filed as an exhibit to a Current Report on Form 8-K of the Company filed with the Commission in connection with the offer and sale of the Notes by the Company and the Registration Statement. In giving this consent, we do not admit that we are included in the category of persons whose consent is required under Section 7 of the 1933 Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Andrews Kurth LLP

**Annex A to the Opinion Letter, dated August 30, 2005,
of Andrews Kurth LLP to Wal-Mart Stores, Inc.**

The Annual Report on Form 10-K of Wal-Mart Stores, Inc. for its fiscal year ended January 31, 2005.

The Quarterly Report on Form 10-Q of Wal-Mart Stores, Inc. for its fiscal quarter ended April 30, 2005.

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed March 8, 2005

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed March 25, 2005

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed June 8, 2005

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed June 9, 2005

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed June 10, 2005

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed August 4, 2005

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed August 15, 2005

The Current Report on Form 8-K of Wal-Mart Stores, Inc. filed August 15, 2005 (SEC Accession No. 0001193125-05-169121)

The Current Report on Form 8-K of Wal-Mart Stores, Inc. being filed on August 30, 2005 to which the Opinion Letter of Andrews Kurth LLP to Wal-Mart Stores, Inc. dated August 30, 2005 will be an exhibit

End of Filing

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